

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

**SECOND INDUSTRY DRAFT REQUEST FOR PROPOSALS**



**DESIGN-BUILD PROJECT**

**TIP R-4467**

**May 26, 2017**



*VOID FOR BIDDING*

DATE AND TIME OF TECHNICAL AND PRICE PROPOSAL SUBMISSION: **August 24, 2017 BY 4:00 PM**

DATE AND TIME OF PRICE PROPOSAL OPENING: **September 19, 2017 AT 2:00 PM**

CONTRACT ID: C204003

WBS ELEMENT NO. 35748.3.2

FEDERAL-AID NO. N/A

COUNTY: Perquimans

ROUTE NO. US 17 Business / NC 37 (North Church Street)

MILES: 0.8

LOCATION: US 17 Business / NC 37 (North Church Street) from south of the Perquimans River Bridge to north of NC 37 (Winfall Boulevard); including replacement of Bridge No. 8

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

**NOTICE:**

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

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

**PROPOSAL FORM FOR THE CONSTRUCTION OF CONTRACT NO. C204003  
IN PERQUIMANS COUNTY, NORTH CAROLINA**

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

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

The Design-Build Team herein acknowledges that it has carefully examined the location of the proposed work to be known as Contract No. C204003; has carefully examined the Final Request for Proposals (RFP) and all addendums thereto, specifications, special provisions, the form of contract, and the forms of contract payment bond and contract performance bonds, which are acknowledged to be part of the Contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Design-Build Team agrees to be bound upon their execution of the Contract and including any subsequent award to them by the Secretary of Transportation in accordance with this Contract to provide the necessary contract payment bond and contract performance bond within fourteen calendar days after the written notice of award is received by them.

The undersigned Design-Build Team further agrees to provide all necessary materials, machinery, implements, appliances, tools, labor, and other means of construction, except as otherwise noted, to perform all the work and required labor to design, construct and complete all the work necessary for State Highway Contract No. C204003 in Perquimans County by no later than the dates(s) specified in the Final RFP or Technical Proposal, whichever is earlier, and in accordance with the requirements of the Engineer, the Final RFP and Addenda thereto, the 2012 *Standard Specifications for Roads and Structures*, specifications prepared by the Department, the Technical Proposal prepared by the Design-Build Team, at the lump sum price(s) bid by the Design-Build Team in their Price Proposal.

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

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

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

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

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

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

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures*, January 2012, as well as, all design manuals, policy and procedures manuals, and AASHTO publications and guidelines referenced in the Request For Proposals, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; that, except as herein modified, all the design, construction and Construction Engineering Inspection included in this contract is to be done in accordance with the documents noted above and under the direction of the Engineer.

If the Design-Build Proposal is accepted and the award is made, the Technical Proposal submitted by the Design-Build Team is by reference, incorporated and made part of this contract. The contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except by written approval as allowed by the Request for Proposals.

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

**TO  
BE  
SEALED  
IN  
FINAL  
RFP**

*Administrator of the Technical  
Services Division*

**TO  
BE  
SEALED  
IN  
FINAL  
RFP**

*State Contract Officer*

## TABLE OF CONTENTS

### **COVER SHEET**

### **PROPOSAL SHEETS**

| <b>PROJECT SPECIAL PROVISIONS</b>  | <i>PAGE NO.</i> |
|--|-----------------|
| Contract Time and Liquidated Damages .....   | 1               |
| Intermediate Contract Time Number 1 & Liquidated Damages / Incentive.....                              | 1               |
| Other Liquidated Damages and Incentives .....  | 3               |
| Payout Schedule.....   | 3               |
| Mobilization.....  | 3               |
| <b>Substantial Completion</b> .....  | 4               |
| Submittal of Quantities, Fuel Base Index Price and Opt-Out Option.....                                 | 5               |
| Individual Meetings with Proposers .....   | 6               |
| Execution of Bid, Non-Collusion Affidavit, Debarment Certification and<br>Gift Ban Certification ..... | 6               |
| Submission of Design-Build Proposal.....   | 7               |
| Alternative Technical Concepts and Confidential Questions .....  | 8               |
| Schedule of Estimated Completion Progress.....   | 12              |
| Minority and Women Business Enterprises .....  | 13              |
| Contractor's License Requirements.....   | 28              |
| Resource Conservation and Environmentally Sustainable Practices.....                                   | 28              |
| Subsurface Information.....  | 29              |
| Domestic Steel .....   | 29              |
| Cooperation between Contractors.....   | 29              |
| Bid Documentation .....  | 30              |
| <b>Twelve Month Guarantee</b> .....  | 33              |
| Outsourcing Outside the USA. ....  | 34              |
| Iran Divestment Act.....   | 34              |
| Permanent Vegetation Establishment .....   | 35              |
| Erosion & Sediment Control / Storm Water Certification.....  | 35              |
| Procedure for Monitoring Borrow Pit Discharge.....   | 41              |
| Clearing and Grubbing.....   | 42              |
| Building and Appurtenance Removal / Demolition.....  | 42              |
| Pipe Installation .....  | 43              |
| Drainage Pipe.....   | 43              |
| Price Adjustments for Asphalt Binder .....   | 44              |
| Price Adjustments - Asphalt Concrete Plant Mix .....   | 44              |
| Field Office .....   | 45              |
| <b>Lighting</b> .....  | 47              |
| Sanitary Sewer .....   | 79              |
| <b>GENERAL</b> .....   | 80              |

**SCOPES OF WORK**

|   |     |
|---|-----|
| Roadway .....                           | 98  |
| Pavement Management .....               | 108 |
| Structures .....                        | 110 |
| Geotechnical Engineering .....          | 115 |
| Hydraulics .....                        | 126 |
| Environmental Permits .....             | 132 |
| GeoEnvironmental .....                  | 140 |
| Transportation Management .....         | 142 |
| Pavement Marking .....                  | 155 |
| Right of Way .....                      | 157 |
| Utilities Coordination .....            | 162 |
| Signing .....                           | 169 |
| Erosion and Sedimentation Control ..... | 174 |
| Lighting .....                          | 190 |
| Public Information .....                | 193 |

**STANDARD SPECIAL PROVISIONS**

|  |     |
|--|-----|
| Value Engineering Proposals .....                    | 195 |
| Plant and Pest Quarantines .....                     | 196 |
| Gifts from Vendors and Contractors .....             | 197 |
| Liability Insurance .....                            | 198 |
| State Highway Administrator Title Change .....       | 198 |
| Subletting of Contract .....                         | 198 |
| Name Change for NCDENR .....                         | 198 |
| Select Granular Material .....                       | 198 |
| Rock and Broken Pavement Fills .....                 | 199 |
| Bridge Approach Fills .....                          | 199 |
| Class IV Aggregate Stabilization .....               | 201 |
| Aggregate Base Course .....                          | 202 |
| Asphalt Pavements – Superpave .....                  | 202 |
| Asphalt Binder Content of Asphalt Plant Mixes .....  | 207 |
| Asphalt Plant Mixtures .....                         | 207 |
| Subsurface Drainage .....                            | 207 |
| Guardrail Anchor Units, Type 350 (TL-2) .....        | 207 |
| Guardrail Anchor Units, Type 350 (TL-3) .....        | 208 |
| Impact Attenuator Units, Type 350 (TL-2) .....       | 209 |
| Impact Attenuator Units, Type 350 (TL-3) .....       | 209 |
| Preformed Scour Hole With Level Spreader Apron ..... | 210 |
| Detectable Warnings for Proposed Curb Ramps .....    | 211 |
| Street Signs and Markers and Route Markers .....     | 213 |
| Materials .....                                      | 213 |
| Select Material, Class III, Type 3 .....             | 224 |
| Shoulder & Slope Borrow .....                        | 225 |

Grout Production and Delivery .....225

Geosynthetics .....230

Temporary Shoring .....235

Truck Mounted Changeable Message Signs .....247

Grout References for Positive Protection .....247

Grout References for Utility Manholes.....248

Coordination of Existing Lighting Work.....248

On-the-Job Training.....249

Availability of Funds .....252

NCDOT General Seed Specifications for Seed Quality .....253

Errata.....256

Award of Contract.....259

Minimum Wages.....265

Division One .....266

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

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

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

(7-12-07)

DB1 G04A

The date of availability for this contract is October 30, 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 November 1, 2020.

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 **Three Thousand Dollars (\$3000.00)** 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 **Seven Hundred Fifty Dollars (\$750.00)** 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 **Three Thousand Dollars (\$3000.00)** per calendar day will be applicable to the early date for substantial completion proposed by the bidder. Liquidated damages of **Seven Hundred Fifty Dollars (\$750.00)** 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.

**INTERMEDIATE CONTRACT TIME NUMBER 1 & LIQUIDATED DAMAGES / INCENTIVE**

(3-22-07)

DB 1 G07

Intermediate Contract Time #1 is for the full closure of existing US 17 Business / NC 37 (North Church Street), from the southern terminus of the existing bridge to the existing intersection with NC 37 (Winfall Boulevard) to perform all work necessary to complete the construction of the Bridge No. 8 replacement structure and associated roadway approaches.

Time is of the essence in completing the work associated with this Intermediate Contract Time and opening US 17 Business / NC 37 (North Church Street) to traffic. A delay in completing this work will result in damage due to hardship to the general public, increased engineering and inspection costs to the Department, public inconvenience, obstruction of traffic, interference with businesses, and increased cost of maintaining traffic. The Department desires that the work be completed and that the Design-Build Team pursue the work with such labor, equipment and materials, as necessary to ensure this Intermediate Contract Time shall be met with only regards for time extensions and / or time reliefs as defined below.

By reason of the aforementioned necessity to expeditiously complete the work included in this Request for Proposals, it is mutually agreed, that the Design-Build Team will receive an incentive payment of **Twenty-Five Hundred Dollars (\$2,500.00)** per calendar day for each day prior to the Intermediate Contract Time #1 duration specified in the Design-Build Team's Technical Proposal. The specified duration shall be utilized in determining the incentive payment and it shall not be revised for any reason whatsoever. The aforementioned incentive payment shall be limited to a maximum amount of **Two Hundred Fifty Thousand Dollars, (\$250,000.00)**. The Department will pay the incentive payment, determined to be due to the Design-Build Team, within forty-five (45) calendar days after the work has been completed and US 17 Business / NC 37 (North Church Street) has been opened to traffic. Under the provisions of Article 108-13 of the 2012 *Standard Specifications for Roads and Structures*, no incentive payment shall be paid if the Contract is terminated.

If the work is not completed and / or US 17 Business / NC 37 (North Church Street) is not opened to traffic within the Intermediate Contract Time #1 duration specified in the Design-Build Team's Technical Proposal, 1) the Department will consider time extensions in accordance with Article 108-10 of the 2012 *Standard Specifications for Roads and Structures*, excluding Subarticle 108-10(B)(5); 2) the incentive will be forfeited, regardless of any time extensions granted; and 3) the Design-Build Team shall be assessed liquidated damages in the amount of **Twenty-Five Hundred Dollars (\$2,500.00)** per calendar day, or any portion thereof.

If the work is not completed and / or US 17 Business / NC 37 (North Church Street) is not opened to traffic within the maximum 730 consecutive days (two consecutive years) Intermediate Contract Time #1 allowed duration, the aforementioned liquidated damages shall be increased to **Five Thousand Dollar (\$5,000.00)** per calendar day, or any portion thereof.

All liquidated damages shall be deducted from the lump sum amount for the project due to the Design-Build Team.

The completion of the work required for Intermediate Contract Time #1 shall be defined as having the Bridge No. 8 replacement structure completed and operational (locally); and all the US 17 Business / NC 37 (North Church Street) lanes, from the southern project limits to the existing NC 37 (Winfall Boulevard) intersection, open to traffic in the proposed final traffic pattern, including but not limited to placement of the final surface course and installation of the final pavement markings.



The date of availability for Intermediate Contract Time #1 shall be the date the Design-Build Team closes US 17 Business / NC 37 (North Church Street) to traffic, as determined by the Design-Build Team. The Design-Build Team shall provide the Engineer a minimum of 21 days written notice prior to the date of availability. The date of completion shall be the number of calendar days proposed by the Design-Build Team in the Technical Proposal, and such number of calendar days shall not be greater than 730 consecutive days (two consecutive years).

### **OTHER LIQUIDATED DAMAGES AND INCENTIVES**

(3-22-07) (Rev. 2-14-08)

DB1 G11

**Reference the Transportation Management Scope of Work found elsewhere in this RFP for more information on the following time restrictions and liquidated damages:**

Liquidated Damages for Intermediate Contract Time #2 for the lane narrowing and lane closure time restrictions for US 17 Business / NC 37 (North Church Street) before and after the Two-Year Full Closure of US 17 Business / NC 37 (North Church Street) (Intermediate Contract Time #1) are \$500.00 per 15-minute period or any portion thereof.

### **PAYOUT SCHEDULE**

(11-16-09)

DB1 G13

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

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

### **MOBILIZATION**

(9-1-11)

DB1 G15B

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

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

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

**800-2 MEASUREMENT AND PAYMENT**

Five percent of the “Total Amount of Bid for Entire Project” shall be considered the lump sum amount for Mobilization. Partial payments for Mobilization will be made beginning with the first partial pay estimate paid on the contract. Payment will be made at the rate of 75 percent of the lump sum amount calculated for Mobilization. The remaining 25 percent will be paid with the partial pay estimate following approval of all permits required in the Environmental Permits Scope of Work for this project except the U.S. Coast Guard Bridge Permit.

**SUBSTANTIAL COMPLETION**

(3-22-07)

DB1 G16

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

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

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

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

1/23/14

DB1 G43

**(A) Submittal of Quantities**

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

The Design-Build Team shall prepare an Estimate of Quantities that they anticipate incorporating into the completed project and upon which the Price Proposal was based. The quantity breakdown shall include all items of work that appear in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet. Only those items of work which are specifically noted in the *Fuel Usage Factor Chart 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 \$        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. The Department will provide one additional Question and Answer Session to meet with each proposer individually to specifically address questions regarding the swing span structure. This additional Session will only be scheduled after issuance of the Second Industry Draft Requests for Proposals.

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

The Department will attempt to arrange for a meeting between each individual proposer and the United States Coast Guard.

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 date. The proposer shall request this meeting in writing to the State Contract Officer, providing the Department a minimum of one week advance notice of the requested date. The proposer shall also state in the request those disciplines within the Department that are requested to be in attendance. The Department makes no assurance that the request may be honored on that specific date or that all disciplines requested can be in attendance.

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

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

(1/24/13)

DB1 G52

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

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

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

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

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

### **SUBMISSION OF DESIGN-BUILD PROPOSAL**

(9-1-11)Rev. (12-11-12)

DB1 G55B

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

1. The Proposer shall be prequalified with the Department prior to submitting a Design-Build Proposal.
2. The Proposer shall deliver the Design-Build Proposal to the place indicated, and prior to the time indicated in this Request for Proposals.
3. The Design-Build Proposal documents shall be signed by an authorized employee of the Proposer.
4. The Design-Build Proposal shall be accompanied by Bid surety in the form of a Bid Bond or Bid Deposit, dated the day of Technical and Price Proposal submission.
5. If Minority and Women's Business Enterprise (MBE / WBE) goals are established for this contract, the Proposer shall complete the form Listing of MBE / WBE Subcontractors contained elsewhere in this RFP in accordance with the Project Special Provision entitled Minority Business Enterprise and Women Business Enterprise.
6. The Design-Build Proposal shall address all the requirements as specified in this Request for Proposals.

In addition to the above requirements, failure to comply with any of the requirements of Article 102-8 of the Standard Special Provisions, Division One (found elsewhere in this RFP), Article 102-9 of the 2012 *Standard Specifications for Roads and Structures*, or Article 102-10 of the 2012 *Standard Specifications for Roads and Structures* and as amended in the Standard

Special Provisions, Division One (found elsewhere in this RFP) may result in a Design-Build Proposal being rejected.

### **ALTERNATIVE TECHNICAL CONCEPTS AND CONFIDENTIAL QUESTIONS**

(6-8-11)

DB1 G56A

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

#### **Definitions**

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

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

#### **Confidential Questions**

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

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

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

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

### **Alternative Technical Concepts**

The Design-Build Team may include an ATC in the Technical and Price Proposal only if the ATC has been received by the Department by no later than 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 deadline above applies only to initial ATC submittals. Resubmittal of an ATC that (1) has been revised in response to the Department's requests for further information concerning a prior submittal or (2) is a Formal ATC for a Preliminary ATC that received a favorable response from the Department shall be received by the Department no later than 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 has requested approval of all the required variances to the RFP requirements. Additionally, should the Department revise the RFP after a Formal ATC has been approved, the Design-Build Team shall be solely responsible for reviewing the RFP and determining if the ATC deviates from the revised requirements. If necessary, the Design-Build Team must submit a request for approval of all additional required variance(s) within five business days of the revised RFP distribution.

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

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

### **ATC Submittals**

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

## Formal ATCs

Each Formal ATC submittal shall include the following information:

- 1) **Description** - A detailed description and schematic drawings of the configuration of the ATC or other appropriate descriptive information (including, if appropriate, product details [i.e., specifications, construction tolerances, special provisions] and a traffic operational analysis, if appropriate);
- 2) **Usage** - Where and how the ATC would be used on the project;
- 3) **Deviations** - References to all RFP requirements, or other documents incorporated into the contract by reference, that are inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements, and a request for approval of such variance(s);
- 4) **Analysis** - An analysis justifying use of the ATC and why the variance to the RFP requirements, or other documents incorporated into the contract by reference, should be allowed;
- 5) **Impacts** - Discussion of potential impacts on vehicular traffic, environmental impacts identified, community impact, safety and life-cycle project impacts, and infrastructure costs (including impacts on the cost of repair and maintenance);
- 6) **History** - A detailed description of other projects where the ATC has been used, the success of such usage, and names and telephone numbers of project owners that can confirm such statements;
- 7) **Risks** - A description of added risks to the Department and other entities associated with implementing the ATC; and
- 8) **Costs** - An estimate of the ATC implementation costs to the Department, the Design-Build Team, and other entities (right of way, utilities, mitigation, long term maintenance, etc.).

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

## Review of ATCs

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

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



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

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

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

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

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

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

The Design-Build Team may incorporate one or more approved Formal ATCs as part of its Technical and Price Proposals. If the Department responded to a Formal ATC by stating that it

would be approved if certain conditions were met, those conditions shall be stipulated and met in the Technical Proposal.

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

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

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

### **Preliminary ATCs**

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

To the greatest extent possible, the Department will review Preliminary ATCs within 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. 3/14/16)

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> |
|----------------------------|-------------------------------------|
| 2018 (07/01/18 – 06/30/19) | 10% of Total Amount Bid             |
| 2019 (07/01/19 – 06/30/20) | 47% of Total Amount Bid             |
| 2020 (07/01/20 – 06/30/21) | 37% of Total Amount Bid             |
| 2021 (07/01/21 – 06/30/22) | 6% 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.

### **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE**

(10-16-07)(Rev. 11-30-16)

102-15(J)

DB1 G66

#### **Description**

The purpose of this project special provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

#### **Definitions**

*Additional MBE / WBE Subcontractors* - Any MBE / WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required, unless the additional participation is used for banking purposes.

*Committed MBE / WBE Subcontractor* - Any MBE / WBE submitted at the time of bid that is being used to meet either the MBE or WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.

*Contract Goals Requirement* - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

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

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

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

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

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

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for MBE / WBE certification. The MBE / WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

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

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

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

### **Forms and Websites Referenced in this Provision**

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

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

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.

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

*RF-1 MBE / WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.

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

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

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

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

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

*Letter of Intent* - Form signed by the Contractor and the MBE / WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE / WBE for the amount listed at the time of bid.

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

*Listing of MBE and WBE Subcontractors Form* - Form for entering MBE / WBE subcontractors on a project that will meet this MBE and WBE goals continued elsewhere in the RFP. This form is for paper bids only.

**[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).doc](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).doc)**

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

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

### **MBE and WBE Goal**

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract:

(A) Minority Business Enterprises **0.0** %

- (1) *If the MBE goal is more than zero*, the Design-Build Team shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.

- (2) *If the MBE goal is zero*, the Design-Build Team shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.
- (B) Women Business Enterprises **0.0 %**
- (1) *If the WBE goal is more than zero*, the Design-Build Team shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
  - (2) *If the WBE goal is zero*, the Design-Build Team shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

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

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

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

**<https://partner.ncdot.gov/VendorDirectory/default.html>**

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

### **Listing of MBE / WBE Subcontractors**

At the time of bid, Proposers shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE / WBE subcontractors and additional MBE / WBE subcontractors. Any additional MBE / WBE subcontractor participation above the goal for which letters of intent are received will follow the banking guidelines found elsewhere in this provision. All other additional MBE / WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of Price Proposal opening will be acceptable for listing in the Proposer's submittal of MBE and WBE participation. The Design-Build Team shall indicate the following required information:

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

### **MBE or WBE Prime Contractor**

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

For example, on a proposed contract, the WBE goal is 10.0%, and the MBE goal is 8.0%. A WBE proposer puts in a bid where they will perform 40.0% of the contract work and have a WBE subcontractor which will perform another 5.0% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45.0% of the contract which fulfills the WBE goal. The 8.0% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted

that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

MBE / WBE prime contractors shall also follow Sections A and B listed under *Listing of MBE and WBE Subcontractor* just as a non-MBE / WBE proposer would.

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

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

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

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

### **Submission of Good Faith Effort**

If the Proposer fails to meet or exceed either the MBE or the WBE goal, the Proposer with the apparent adjusted low price shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

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

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE / WBE quotations shall be a part of the good faith effort



submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

### **Consideration of Good Faith Effort for Projects with MBE / WBE Goals More Than Zero**

Adequate good faith efforts mean that the Proposer took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE / WBE participation. Adequate good faith efforts also mean that the Proposer actively and aggressively sought MBE / WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs / WBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within at least ten days prior to the opening of the Price Proposals to allow the MBEs / WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs / WBEs within the Division and surrounding Divisions where the project is located. The Proposer must determine with certainty if the MBEs / WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs / WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved. Where appropriate, break out contract work items into economically feasible units to facilitate MBE / WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE / WBE goals when the work to be sublet includes potential for MBE / WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs / WBEs, that are also prequalified subcontractors, with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs / WBEs. It is the Proposer's responsibility to make a portion of the work available to MBE / WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE / WBE subcontractors and suppliers, so as to facilitate MBE / WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs / WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why

additional agreements could not be reached for MBEs / WBEs to perform the work.

- (2) A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE / WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs / WBEs is not in itself sufficient reason for a proposer's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. Proposing Design-Build Teams are not, however, required to accept higher quotes from MBEs / WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs / WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Proposer's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Price Proposals in the Proposer's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs / WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Proposer.
- (G) Making efforts to assist interested MBEs / WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority / women community organizations; minority / women contractors' groups; Federal, State, and local minority / women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs / WBEs. Contact within seven days from the opening of the Price Proposals the Business Opportunity and Work Force Development Unit at [DBE@ncdot.gov](mailto:DBE@ncdot.gov) to give notification of the Proposer's inability to get MBE or WBE quotes.
- (I) Any other evidence that the Proposer submits which shows that the Proposer has made reasonable good faith efforts to meet the MBE and WBE goal.

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

- (1) Whether the Proposer's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The Proposers' past performance in meeting the MBE and WBE goals.

- (3) The performance of other proposers in meeting the MBE and WBE goals. For example, when the Proposer with the apparent adjusted low price fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the Proposer with the apparent adjusted low price could have met the goals. If the Proposer with the apparent adjusted low price fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other proposers, the Department may view this, in conjunction with other factors, as evidence of the Proposer with the apparent adjusted low price having made a good faith effort.

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

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

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

### **Counting MBE / WBE Participation Toward Meeting MBE / WBE Goals**

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

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

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

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

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

A MBE / WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds

for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE / WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

**Commercially Useful Function****(A) MBE / WBE Utilization**

The Design-Build Team may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE / WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE / WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE / WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE / WBE credit claimed for its performance of the work, and any other relevant factors.

**(B) MBE / WBE Utilization in Trucking**

The following factors will be used to determine if a MBE or WBE trucking firm is performing a commercially useful function.

- (1) The MBE / WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE / WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE / WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers

and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.

- (5) The MBE / WBE may also subcontract the work to a non-MBE / WBE firm, including from an owner-operator. The MBE / WBE who subcontracts the work to a non-MBE / WBE is entitled to credit for the total value of transportation services provided by the non-MBE / WBE subcontractor not to exceed the value of transportation services provided by MBE / WBE-owned trucks on the contract. Additional participation by non-MBE / WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE / WBE and the Design-Build Team will not count towards the MBE / WBE contract requirement.
- (6) A MBE / WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE / WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE / WBE, so long as the lease gives the MBE / WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE / WBE's credit as long as the driver is under the MBE / WBE's payroll.
- (7) Subcontracted / leased trucks shall display clearly on the dashboard the name of the MBE / WBE that they are subcontracted / leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **Banking MBE / WBE Credit**

If the Price Proposal of the Proposer with the apparent adjusted low price exceeds \$500,000.00 and if the committed MBE / WBE participation submitted by Letter of Intent exceeds the algebraic sum of the MBE or WBE goal by \$1,000.00 or more, the excess will be placed on deposit by the Department for future use by the Proposer. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

When the Proposer with the apparent adjusted low price fails to submit sufficient participation by MBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the Proposer to withdraw funds to meet the MBE goal as long as there are adequate funds available from the Proposer's MBE bank account.

When the Proposer with the apparent adjusted low price fails to submit sufficient participation by WBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the Proposer to withdraw funds to meet the WBE goal as long as there are adequate funds available from the Proposer's WBE bank account.

## **MBE / WBE Replacement**

When a Design-Build Team has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the Design-Build Team shall not terminate the MBE / WBE for convenience. This includes, but is not limited to, instances in which the Design-Build Team seeks to perform the work of the terminated subcontractor with another MBE / WBE subcontractor, a non-MBE / WBE subcontractor, or with the Design-Build Team's own forces or those of an affiliate. A MBE / WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor, or other affiliated companies within the Design-Build Team, must give the MBE/WBE firm five calendar days to respond to the prime contractor's, or other affiliated companies within the Design-Build Team, notice of termination and advise the prime contractor, or other affiliated companies within the Design-Build Team, and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

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

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

### **(A) Performance Related Replacement**

When a committed MBE is terminated for good cause as stated above, an additional MBE that was submitted at the time of bid may be used to fulfill the MBE commitment. The same holds true if a committed WBE is terminated for good cause, an additional WBE that was submitted at the time of bid may be used to fulfill the WBE goal. A good faith effort will only be required for removing a committed MBE / WBE if there were no additional MBEs / WBEs submitted at the time of bid to cover the same amount of work as the MBE / WBE that was terminated.

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

- (1) Copies of written notification to MBEs / WBEs that their interest is solicited in contracting the work defaulted by the previous MBE / WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs / WBEs for specific subbids including, at a minimum:

- (a) The names, addresses, and telephone numbers of MBEs / WBEs who were contacted.
    - (b) A description of the information provided to MBEs / WBEs regarding the plans and specifications for portions of the work to be performed.
  - (3) A list of reasons why MBE / WBE quotes were not accepted.
  - (4) Efforts made to assist the MBEs / WBEs contacted, if needed, in obtaining bonding or insurance required by the Design-Build Team.
- (B) Decertification Replacement
- (1) When a committed MBE / WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Design-Build Team to solicit replacement MBE / WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed MBE / WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE / WBE firm, the Design-Build Team shall take all necessary and reasonable steps to replace the MBE / WBE subcontractor with another similarly certified MBE / WBE subcontractor to perform at least the same amount of work to meet the MBE / WBE goal requirement. If a MBE / WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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



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

### **Reports and Documentation**

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

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

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

### **Reporting Minority and Women Business Enterprise Participation**

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

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

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

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

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

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

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

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

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

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the 2012 *Standard Specifications for Roads and Structures* may be cause to disqualify the Prime Contractor or any other affiliated companies within the Design-Build Team from further bidding for a specified length of time.

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

(7-1-95)

DB1 G88

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

### **RESOURCE CONSERVATION AND ENVIRONMENTALLY SUSTAINABLE PRACTICES**

(5-21-13)(Rev. 4-10-15)

104-13

DB1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the 2012 *Standard Specifications for Roads and Structures*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

**<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>**

Submit the Project Construction Reuse and Recycling Reporting Form by August 1<sup>st</sup> annually to **valuemanagementunit@ncdot.gov**. For questions regarding the form or reporting, contact the State Value Management Engineer at 919-707-4810.

### **SUBSURFACE INFORMATION**

(3-22-07)

DB1 G119

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

### **DOMESTIC STEEL**

(3-6-13)

106

DB G 120

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 1-49, Subarticle 106-1(B) Domestic Steel, Lines 2-7**, replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or \$2,500.00, whichever is greater, and that the contractor can provide invoices documenting the cost of the items. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

### **COOPERATION BETWEEN CONTRACTORS**

(9-1-11)

DB1 G133

The Design-Build Team's attention is directed to Article 105-7 of the 2012 *Standard Specifications for Roads and Structures*.

- Project B-5604 is located on US 17 Business / NC 37 approximately one mile north of R-4467 and replaces Bridge No. 19 over Brights Mill Creek. Project B-5604 has an anticipated December 2018 completion date.

- Project B-5606 is located on SR 1338 (Wynne Fork Road) south of R-4467, and replaces Bridge No. 11 over Castleton Creek. Project B-5606 has an anticipated April 2019 completion date.

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

## **BID DOCUMENTATION**

(Rev. 07-31-12) (8-3-15)

DB1 G142

### General

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

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

### Terms

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

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

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

**Escrow Agreement Information**

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

**Failure to Provide Bid Documentation**

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

**Submittal of Bid Documentation**

- (A) Appointment – Email [specs@ncdot.gov](mailto:specs@ncdot.gov) or call 919.707.6900 to schedule an appointment.
- (B) Delivery - A representative of the Bidder shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within 10 days after the notice of award is received.
- (C) Packaging – The container shall be no larger than 15.5 inches in length by 12 inches wide by 11 inches high and shall be water resistant. The container shall be clearly marked on the face and the back of the container with the following information: Bid Documentation, Bidder's Name, Bidder's Address, Date of Escrow Submittal, Contract Number, TIP Number if applicable, and County.

**Affidavit**

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

**Verification**

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

**Confidentiality of Bid Documentation**

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

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

**Duration and Use**

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

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

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

The Proposer certifies and agrees that the sealed container placed in escrow contains all of the bid documentation used to determine the Price Proposal and that no other bid documentation

shall be relevant or material in litigation over claims brought by the Design-Build Team arising out of this contract.

### **Release of Bid Documentation to the Contractor**

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

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

### **Payment**

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

### **TWELVE MONTH GUARANTEE**

(7-15-03)

DB1 G145

- (A) Unless otherwise noted elsewhere in the RFP or in the Minimum Technical Requirements, the Design-Build Team shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Design-Build Team will not be responsible for damage due to normal wear and tear, for negligence on the part of the Department, and / or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of the required guarantee period, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Design-Build Team shall be responsible for invoking the warranted repair work with the manufacturer. The Design-Build Team's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Design-Build Team would be wholly responsible for under the terms of the contract. Examples

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

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

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

### **OUTSOURCING OUTSIDE THE USA**

(5-16-06)

DB1 G150

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

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

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

### **IRAN DIVESTMENT ACT**

(5-17-16)

DB01 G151

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at the following website:

**<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>**

By submitting the Price Proposal, the Prime Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Prime Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.



As an ongoing obligation, the Prime Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Prime Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract.

### **PERMANENT VEGETATION ESTABLISHMENT**

(6-11-15)

104

DB01 G160

Establish permanent vegetation stands of the Long Term Stabilization mixtures identified in the Erosion Control Scope of Work found elsewhere in this RFP. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish 80% coverage of permanent vegetation within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the Erosion and Sedimentation Control Scope of Work found elsewhere in this RFP and the applicable section of the 2012 *Standard Specifications for Roads and Structures*.

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

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

(1-16-07) (Rev. 9-20-16)

105-16, 225-2, 16

DB1 G180

#### **General**

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

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

- (A) *Certified Supervisor* – Provide a certified Erosion and Sediment Control / Stormwater (E&SC/SW) Supervisor to manage the Design-Build Team and subcontractor(s) operations, ensure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.

- (B) *Certified Foreman* – Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* – Provide a certified installer to install or direct the installation for erosion or sediment / stormwater control practices.
- (D) *Certified Designer* – Provide a certified designer for the design of the erosion and sediment control / stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control / stormwater plan.

### **Roles and Responsibilities**

- (A) *Certified Erosion and Sediment Control / Stormwater Supervisor* - The Certified Supervisor shall be Level II and shall be responsible for ensuring the erosion and sediment control / stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. The Certified Supervisor shall perform the following duties:
  - (1) **Manage Operations** - Coordinate and schedule the work of subcontractors so that erosion and sediment control / stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
    - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control / stormwater preventive measures are conformed to at each stage of the work.
    - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
    - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
    - (d) Implement the erosion and sediment control / stormwater site plans requested.
    - (e) Provide any needed erosion and sediment control / stormwater practices for the Design-Build Team's temporary work not shown on the plans developed by the Design-Build Team, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
    - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Design-Build Team in jurisdictional areas.
    - (g) Conduct all erosion and sediment control / stormwater work in a timely and workmanlike manner.
    - (h) Fully perform and install erosion and sediment control / stormwater work prior to any suspension of the work.

- (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control / stormwater issues due to the Design-Build Team's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and / or any location where sediment leaves the right of way.
  - (k) Have available a set of erosion and sediment control / stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel, as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit – The Department's NPDES Stormwater Permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements shall be, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, e.g. from equipment operations / maintenance construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
  - (b) Inspect erosion and sediment control / stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, and within 24 hours after a rainfall event of 0.5 inch, or greater, that occurs within a 24-hour period. At the discretion of Division of Water Resources personnel, additional monitoring may be required if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control / stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control / stormwater awareness, the Department's NPDES Stormwater

Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.

- (i) Report violations of the NPDES Permit to the Engineer immediately who will notify the NC Department of Environmental Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions / conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Design-Build Team and subcontractors' construction activities.
  - (b) Ensure that all operators and / or subcontractor(s) on site have the proper erosion and sediment control / stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control / stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES Permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES Permit for problem areas identified during the NPDES inspections.
  - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch / seed or vegetative cover on a section-by-section basis.
  - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
  - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
  - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
  - (j) The Design-Build Team's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
- (1) Foreman in charge of grading activities
  - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
  - (3) Foreman in charge of utility activities

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

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

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

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

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

### **Preconstruction Meeting**

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

### **Ethical Responsibility**

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

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

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

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

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

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

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

Chief Engineer  
1536 Mail Service Center  
Raleigh, NC 27699-1536

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

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

## Measurement and Payment

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

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

(1-22-13)

DB1 G181

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

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

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

During the Environmental Assessment required by Article 230-4 of the 2012 *Standard Specifications for Roads and Structures*, the Design-Build Team shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does

not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

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

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

**[http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf)**

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

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

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

### **CLEARING AND GRUBBING**

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

DB2 R01

With the exception of areas with Permanent Utility Easements, perform clearing on this project to the limits established by Method "II" shown on Roadway Standard Drawing No. 200.02. In areas with Permanent Utility Easements, clearing shall extend to the right of way limits.

### **BUILDING AND APPURTENANCE REMOVAL / DEMOLITION**

(9-1-11)

DB2 R12A

Unless otherwise as agreed upon by the Department, seal all wells and remove or demolish all buildings and appurtenances, in their entirety, that are located either partially or completely



within the project's right of way limits or are located outside the project's right of way limits but within property purchased as an uneconomical remnant in accordance with Sections 205, 210 and 215 of the 2012 *Standard Specifications for Roads and Structures*.

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

### **PIPE INSTALLATION**

(9-28-12) (Rev 8-3-15)

300

DB3 R01

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 3-1, Article 300-2, Materials, Line 15**, in the materials table, replace “Flowable Fill” and “Geotextiles” with the following:

| <b>Item</b>                | <b>Section</b> |
|----------------------------|----------------|
| Flowable Fill, Excavatable | 1000-6         |
| Grout, Type 2              | 1003           |
| Geotextiles, Type 4        | 1056           |

**Page 3-1, Article 300-2, Materials, Lines 23-24**, replace sentence with the following:

Provide foundation conditioning geotextile, and geotextile to wrap pipe joints, in accordance with Section 1056 for Type 4 geotextile.

**Page 3-3, Subarticle 300-6(A), Rigid Pipe, Line 2**, in the first paragraph, replace “an approved non-shrink grout” with “grout” and **Line 4**, in the second paragraph, replace “filtration geotextile” with “geotextile”

**Page 3-3, Article 300-7, Backfilling, Lines 37-38**, in the first and second sentences of the fifth paragraph, replace “Excavatable flowable fill” with “Flowable fill”.

### **DRAINAGE PIPE**

(9-1-11)

DB3 R36

#### **Description**

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

- All pipe types shall be subject to the maximum and minimum fill height requirements as found on Roadway Standard Drawing No. 300.01 - Sheet 3 of 3. The appropriate

Reinforced Concrete Pipe class and the appropriate gage thickness for Corrugated Aluminum Alloy Pipe and Aluminized Corrugated Steel Pipe shall be selected based on fill height.

- Site specific conditions may limit a particular material beyond what is identified in this Project Special Provision. These conditions include, but are not limited to, abrasion, environmental, soil resistivity and pH, high ground water and special loading conditions. The Design-Build Team shall determine if additional restrictions are necessary.
- Slope drains shall be Corrugated Aluminum Alloy Pipe, 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 \$ **PRICE TO BE INCLUDED IN THE FINAL RFP** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **\_\_\_\_\_**.

### **PRICE ADJUSTMENTS - ASPHALT CONCRETE PLANT MIX**

(9-1-11) (Rev. 3-13-13)

DB6 R26

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

#### **Page 6-18, Article 609-11 and Page 6-35, Article 610-14**

Add the following paragraph before the first paragraph:

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

**FIELD OFFICE**

(6-1-07) (Rev. 6-22-15)

DB 08-01

**Description**

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

**Procedures**

The field office and equipment shall remain the property of the Design-Build Team upon completion of the contract. The field office must be separated from buildings and trailers used by the Design-Build Team and shall be erected and functional as an initial operation. Failure to have the field office functional when work first begins on the project will result in withholding payment of the Design-Build Team's monthly progress estimate. The field office must be operational throughout the duration of the project and be removed upon completion and final acceptance of the project.

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

Provide a field office with a minimum floor space of 500 square feet and that is equipped with the following:

**Number****Item**

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

**Windows and Doors**

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

**Steps**

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

**Storage Facility For Nuclear Gage**

Furnish the field office with an outside storage facility for the Department's nuclear gage. The storage facility shall not be located within ten feet of any other structure including the field office.

**Lighting, Heating, and Air Conditioning**

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

**Fire Extinguishers**

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

**Toilets**

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

## Utilities

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

## Storage Facility for Test Equipment

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

## Miscellaneous Items

The field office must also include the following:

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

## **LIGHTING**

(3-22-17)

DB14 R002-2

### 1.00 DESCRIPTION

The work covered by this section consists of furnishing, installing, and connecting into place a lighting system utilizing decorative concrete post top light standards and luminaires to provide roadway and sidewalk lighting on a bridge and along a realigned roadway. Perform all work in accordance with this project special provision, the Plans, the National Electrical Code, and the 2012 NCDOT *Standard Specifications for Roads and Structures*. Install decorative concrete post top light standards according to manufacturer's instruction.

The Contractor performing the work described in this project special provision shall have a license of the proper classification from the North Carolina State Board of Examiners of Electrical Contractors.

The licensed Electrical Contractor must be available on the job site when the work is being performed or when requested by the Engineer. The licensed Electrical Contractor shall have a set of plans and special provisions in possession on the job site, and must maintain accurate As-Built Plans.

Perform all work in conformance with Division 14 of the 2012 NCDOT *Standard Specifications for Roads and Structures*, except as modified or added to by this project special provision. Install

all bore pits outside the clear zone, as defined in the AASHTO *Roadside Design Guide* or as directed by the Engineer.

In addition to the Division 14 requirements, other specific Sections of the 2012 NCDOT *Specifications for Roads and Structures* applicable to the work on this project are listed below.

|              |                           |
|--------------|---------------------------|
| Section 1408 | Light Control System      |
| Section 1409 | Electrical Duct           |
| Section 1410 | Feeder Circuits           |
| Section 1411 | Electrical Junction Boxes |

## **2.00 CONSTRUCTION METHODS**

Modify the fourth paragraph of Subarticle 1400-4(F) of the 2012 NCDOT *Standard Specifications for Roads and Structures* to read as follows:

Install manufactured set screw type connectors, suitable for connecting multiple wires, and which are UL Listed (UL486D) for all phase conductor splices. These precise fit connectors are insulated with high-strength dielectric material and have removable access plugs over the set screws. Direct buried and / or submersible versions of these connectors, equipped with factory made waterproof insulating boots, are required for splicing inside junction boxes. Non-direct buried and / or non-submersible connectors may be used for phase conductor splicing in normally dry areas such as inside poles and transformer bases. After tightening set screw, tape down the access plugs to keep them securely in place. Split-bolt connectors may be used for ground wire splicing. Wire nut and compression type connectors will not be allowed.

## **3.00 BURN IN TEST**

Add the following to the end of Article 1400-6 of the 2012 NCDOT *Standard Specifications for Roads and Structures*:

The Design-Build Team shall be responsible for all maintenance of the lighting system(s) installed or renovated as part of this contract until the Department accepts the entire project. The Department will assume maintenance responsibility for the completed lighting systems after the entire project is accepted and there is no chance of construction related damage.

## **4.00 ELECTRICAL JUNCTION BOXES**

### **4.10 DESCRIPTION**

Same as Article 1411-1 of the 2012 NCDOT *Standard Specifications for Roads and Structures*.

#### 4.20 MATERIALS

Same as Article 1411-2, of the 2012 NCDOT *Standard Specifications for Roads and Structures* except modify referenced Article 1091-5 as follows:

- Page 10-202, revise paragraph starting on **Line 9** to read “Provide polymer concrete (PC) boxes which have bolted covers and open bottoms. Provide vertical extensions of 6" to 12" as required by project special provisions.”
- Page 10-202, revise sentence beginning on **Line 14** to read “Other thermoplastic materials may be used for components which are not normally exposed to sunlight.”

#### 4.30 CONSTRUCTION METHODS

Same as Article 1411-3 of the 2012 NCDOT *Standard Specifications for Roads and Structures*.

#### 4.40 MEASUREMENT AND PAYMENT

Delete Article 1411-4 in its entirety.

### 5.00 REMOVE POST TOP LIGHT STANDARDS

#### 5.10 DESCRIPTION

The work covered by this section consists of the removal of existing concrete post top light standards with luminaires on outriggers on the Perquimans River Bridge (NCDOT Bridge No. 8). The standards are less than 25' mounting height and are attached to the outrigger with anchor bolts.

#### 5.20 MATERIALS

No materials are required for this work except such miscellaneous items as tape and terminal devices to dead-end circuits serving the light standards.

#### 5.30 CONSTRUCTION METHODS

Maintain operation of the existing lighting system until such time that it becomes in conflict with the actual construction work, or it becomes a hazard to traffic as determined by the Engineer.

Coordinate work with the NCDOT Traffic Services Supervisor to assure that circuits can be de-energized where and when necessary.

Remove luminaires from post top light standards and deliver in good condition to the **Town of Hertford**.

Remove post top light standards, couplings, anchor nuts, washers, and connecting bolts and fuse holders. Deliver the post top light standards in good condition to the **Town of Hertford**.

All hoisting and lifting shall be with rope or web slings fastened in such a manner as to prevent damaging or marking any of the salvaged materials. The Design-Build Team shall provide proper transportation, protection and supports so that rain, etc. will not damage salvaged equipment. The Design-Build Team shall furnish labor, blocking materials and equipment to unload and properly store all salvaged materials at the **Town of Hertford** storage facility.

All hoisting and lifting shall be with rope or web slings fastened in such a manner as to prevent the light standard from falling into the Perquimans River during removal. In the event that a light standard falls into the River, the Design-Build Team shall be responsible for all costs associated with locating and removing the standard from the River, as well as damage and / or injury to the marine, vehicular, cycling, and / or pedestrian public.

Remove and dispose of existing conductors from the **existing lighting** system on the Perquimans River Bridge.

## **6.00 POST TOP LIGHT STANDARDS**

### **6.10 DESCRIPTION**

The work covered by this section consists of furnishing and installing octagonal concrete post top light standards mounted on outriggers **along the approach spans of the bridge and along the mainline south of the proposed bridge.**

#### **6.1.1 QUALIFICATIONS**

The Design-Build Team must be:

- experienced in handling and successfully installing concrete poles
- familiar with the NCDOT Lighting Project Special Provisions in effect on the date of advertisement

Pole Manufacturer must:

- have a minimum of 15 years of experience in the design and production of centrifugally spun concrete poles
- provide full time engineering support both on-site and with Department engineers and / or representatives
- have a Professional Engineer registered with the State of North Carolina on staff
- have a quality control manager with PCI level II certification or greater
- have fabrication facilities available for inspection by the NCDOT Materials and Test Unit
- determine and / or establish outrigger strengths from the data provided by the Design-Build Team



### 6.1.2 CODES AND STANDARDS

Apply all applicable codes, standards, or other documents referred to in this project special provision. Comply with the current editions of the following codes and standards effective on the Design-Build submittal date in the design, manufacture, inspection, testing, and shipment of centrifugally cast, prestressed poles:

- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals
- American Concrete Institute (ACI): ACI 318, building Code Requirements for Reinforced Concrete and Prestressed Concrete
- Prestressed Concrete Institute (PCI): MNL 116, Manual for Quality Control for Plants and Production of Precast Prestressed Concrete Products
- ASTM A82 Steel Wire Plain, For Concrete Reinforcement
- ASTM A416 Steel Strand, Uncoated 7-wire For Prestressed Concrete
- American National Standards Institute (ANSI) C2, National Electrical Safety Code
- American Society of Civil Engineers / Prestressed Concrete Institute (ASCE/PCI) Joint Committee on Concrete Poles
- Guide for the Design of Prestressed Concrete Poles

### 6.20 GENERAL REQUIREMENTS

Comply with the following requirements with regard to the design, fabrication, testing, and inspection of centrifugally cast concrete poles:

#### 6.2.1 POLE DESIGN

Design octagonal poles based on the design loads of the chosen post top LED luminaire. Design poles to withstand load cases including wind, secondary stresses from foundation deflection, rotation, and vertical loads acting on lateral pole deflection (P-delta effect) including load cases specified in AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals. Omit the possible restraining effect of conductors or shield wires in the design of poles for these secondary stresses. Design poles based on Section 7 of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and Prestressed Concrete Section 18 of ACI 318. Ensure point of fixity at the top of the outrigger **or at finished grade.**

Design so that the cracking strength exceeds the required strength derived from the service loads.

Design poles that are subjected to a permanent unbalanced lateral load (i.e. un-guyed angle or un-guyed dead-end structures), so the zero tension strength of the pole exceeds the required strength calculated from the service loads.

Design to withstand a one-point (tilting) pickup during erection. Ensure the manufacturer provides the weight of the pole with all insulators and hardware attached. Design for two-point pickup for horizontal handling. Ensure all pickup points are clearly shown on the fabrication drawings. Design for the loads generated from handling and erecting without exceeding the cracking moment capacity.

Design using the applicable codes and standards listed in Section 6.1.2. Provide pole design and supporting design calculations developed by the manufacturer.

Include a flush mounted 15 Amp, 120-volt GFI duplex electrical receptacle with a hinged, weatherproof cover mounted near the top of the standard.

### 6.2.2 MATERIALS

Follow Section 1078 of the 2012 NCDOT *Standard Specifications for Roads and Structures* for all concrete requirements.

Adhere to the requirements of the applicable ASTM specification for chemical properties of materials used in the manufacture of poles. Prevent noticeable pyrite staining or efflorescence due to sulfates and / or chlorides.

Provide concrete with a minimum 28-day compressive strength of 8,000 psi and maximum water-cement ratio of 0.35. Provide higher strengths and lower water-cement ratios when practicable for design purposes.

Provide Type III or V portland cement conforming to ASTM C150.

Test the aggregate in accordance with ASTM C289 to determine an alkali aggregate reaction. Provide crushed rock or partially crushed rock as the source of the aggregate.

Provide clean water, free from undesirable amounts of oils, acids, alkalis, salts, organic materials, or other deleterious substances.

Provide prestressing steel mechanical properties, reinforcing steel and spiral reinforcement in accordance with the applicable ASTM specifications listed in Section 6.1.2 of this special provision. Do not weld spiral reinforcement strands.

### 6.2.3 WORKMANSHIP

Provide pole with a circular cross section and the diameter, as measured at any location on the pole, with a variation of no more than 1/4 inch from any other measurement taken on that cross section. Ensure the pole has a uniform taper from top to butt of 0.18 inch / foot maximum. When warranted, a different taper may be considered. Ensure the deviation of the pole, from straightness, is in no more than one plane and one direction. Ensure a straight line from the edge of the pole at the butt to the edge of the pole at the

top is not to be further from the surface of the pole at any point by more than the accumulated value of 0.25 inches for each ten feet of length between the two ends.

Perform the de-tensioning operation in a manner to keep the prestressing forces symmetrical.

Ensure prestressing steel stress limits do not exceed the following:

- a. 80 percent of the ultimate strength or 94 percent of the yield strength or the maximum value recommended by the manufacturer of prestressing steels or anchorages for jacking force
- b. 74 percent of the ultimate strength or 82 percent of the yield strength immediately after prestress transfer
- c. 70 percent of the ultimate strength for post-tensioned steel at anchorages and couplers immediately after anchorage

Provide spiral steel reinforcement for the entire pole length. Steel spiral reinforcement shall conform to the requirements of ASTM A82 and shall not be less than 0.156-inch diameter. The pitch of the spiral steel reinforcement shall not be greater than 3.2 inches or the radius of the pole, whichever is less.

The manufacturer shall provide holes through each pole for a 120V receptacle near the top of pole. Cast preformed holes using rigid PVC inserts (or other suitable material) held firmly in place. Provide removable plugs on all threaded couplings. Size preformed inserts for the specified hole diameter and ensure they are full length of the pole diameter for all through holes. Ensure holes are perpendicular to and pass through the centerline of the pole, unless otherwise noted.

Have the pole manufacturer provide approved preformed inserts at two locations to allow air circulation within the pole. Provide one-inch minimum diameter inserts with louvered openings.

Do not drill holes through the pole wall, except as specifically necessary to correct errors or omissions and only if approved by the Engineer.

Provide rectangular hand hole and conduit openings for wire access inside the hollow core of the pole. Locate the center of the hand hole no more than two feet above outrigger. Locate the center of the conduit opening at the bottom of the shaft. Ensure the openings have removable covers.

Ensure longitudinal steel and strands remain uncut. Obtain the Department's approval if cutting of the longitudinal steel or strands is absolutely necessary. Cover all exposed steel resulting from drilled holes with an epoxy paste per ASTM C881 Type III. Clean and reform areas of moderate or severe spalling with an epoxy paste or epoxy concrete per ASTM C881 Type II. Obtain approval from the Department to patch with epoxy grout per ACI 503.4-79 and ensure the structural adequacy, long term durability, and

appearance of the product are not impaired. Buff all sharp edges smooth including those resulting from mold seams.

Obtain the Department's approval if the performance of the bolted connection is reduced due to the lack of clearly preformed or drilled holes, or else pole will be rejected.

#### 6.2.4 MANUFACTURING TOLERANCES

Limit manufacturing tolerances to the following:

- Pole Length:  $\pm 2$  inches, or  $\pm 1$  inch  $\pm 1/8$  inch per ten feet of length, whichever is greater
- Pole Diameter:  $-1/4$  inch Wall Thickness; this can be more if there is adequate concrete coverage on the interior of the strand and that engineering analysis shows the pole steel has the required capacity
- Pole End Squareness:  $\pm 1/4$  inch per foot of pole diameter
- Pole Sweep:  $1/4$  inch per ten feet of pole length
- Pole Weight:  $-5$  percent and  $+10$  percent of calculated value per ASTM C1089.
- Location of longitudinal:  $+ 1/4$  inch and  $\pm 1/8$  inch reinforcement placement for the centroid of a group
- Location of spiral:  $\pm 25$  percent of clear spacing required with total reinforcement placement required quantity per 3 feet of pole length maintained
- Location of a group of bolt holes from top of the pole:  $\pm 2.0$  inches
- Location of bolt holes within a group of bolt holes:  $\pm 1/8$  inch
- Location of centerline between groups of bolt holes:  $\pm 1.0$  inch
- Bolt hole diameter  $\pm 1/16$  inch of specified diameter (Note: The specified diameter is up to  $1/4$  inch greater than bolt diameter)
- Bolt hole alignment: Not to vary from the longitudinal pole centerline of that group of holes by more than  $1/8$  inch
- Location of identification plate:  $\pm 2.0$  inch

#### 6.2.5 COVER

Provide a minimum of  $3/4$  inch clear concrete cover over all longitudinal reinforcement as a result of the concrete spinning process. Provide a minimum clear concrete cover over all spiral reinforcement per the latest ACI 318 code, which allows for a cover less than  $3/4$  inch when necessary. Ensure poles meet these requirements with exception to what is allowed below.

Ensure pole cover requirements above are met in the spinning process and can meet all other requirements of this project special provision, when the actual wall thickness is less than 2.5 inches from the pole tip to three feet below the pole tip. Ensure the pole is not placed back on the spinner once removed. Do not use cold pours.

Notify the Department as soon as possible of any poles with less than  $3/4$  inch of spun concrete inside cover within three feet of the pole tip. Obtain the Department's approval

when repairing the pole by swabbing the interior with an epoxy liner (per ASTM C881 - Type V, Class B or C) and plugging with 3,000 psi concrete to a distance of 42 inches from the tip. Obtain the Department's approval on whether the manufacturer has repaired the pole while meeting all requirements of this special provision.

#### 6.2.6 FINISHING

Ensure pole surface has a smooth finish and no unsealed cracks. Seal cracks by either an epoxy injection system following the epoxy manufacturer's specifications, or by V-notching the crack on a 1:1 slope to a minimum depth of 1/4 inch, then filling per ASTM C881 Type IV. Ensure the crack is not covered with an epoxy coating.

Ensure cavities of diameter less than or equal to 1/2 inch or depths greater than 1/4 inch, caused by air bubbles, honeycomb spots, or other small voids, are thoroughly cleaned, saturated with water and then carefully pointed with a cement mortar.

Provide a pole free of water absorbing cavities or voids.

The top end of pole shall be designed to accommodate mounting of the selected LED luminaire.

The bottom end of the pole shall be open and provide a smooth cable entry hole, free from sharp edges, for passages of electrical conductor.

Ensure, where application of epoxy-aggregate mortar is specified, the surface where the mortar is to be applied is first coated with the epoxy. Allow this coating to cure to a tacky, but non-hardened state, before the mortar is applied. After the mortar has been applied and allowed to cure for 24 hours, apply a top coat of epoxy, at least five mil thick, over the mortar and surrounding area.

All pigments used shall be non-fade iron or chromium oxides. All poles shall be identical to "Eclipse Black" or "Pearl Gray" by StressCrete, or approved equal. All poles shall have a polished base and shaft and shall be finished with an anti-graffiti coating.

#### 6.2.7 MARKING

Identify each pole with the manufacturer's identification plate. Stamp the following information into the plate with letters not less than 1/4 inch in height:

- Manufacturer's name
- Day, month, and year of manufacture
- Piece number
- **\*\*Note\*\* Deleted Signal Inventory No.**
- Pole No.
- Length of pole
- Ultimate moment capacity at ground line or point of fixity

- Pole framing designation or pole type

Fabricate the manufacturer's identification plate from a noncorrosive, nonstaining metal such as bronze, brass, Series 300 stainless steel, or an aluminum alloy that will not react unfavorably with concrete. Attach the identification plate securely to the face of the pole.

Locate identification plate or cast markings at a point just above the ground line.

### 6.30 REVIEW AND APPROVAL

Obtain Department approval before releasing poles for fabrication. In order for Departmental review to begin, provide the following:

- a. design calculations for each load case include the maximum reactions (moments, shears, and axial loads, including load factors) in poles at the ground line or point of fixity, for the controlling load case and any other load case required by the Department
- b. deflections, and analyzed stress reactions every ten feet of pole length
- c. calculated weight of each pole
- d. pole diameter at top, bottom, and ground line
- e. the tip and butt wall thickness
- f. the prestress strand information concerning quantity, size, and dropout location
- g. the design strength of concrete (28 day compressive strength)
- h. the diameter taper in/ft

Provide the Department with an 11 x 17 inch formatted pdf of each fabrication drawing. Ensure all drawings and calculations are sealed by a Professional Engineer registered in the state of North Carolina. Upon completion of review, the Department will return drawings stamped "Approved". For required revisions, drawings will be returned for corrections. Return four sets of revised prints properly documented and dated in the title block.

Provide final fabrication drawings for each different reinforcing pattern and provide pole calculations for each load combination per AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

Provide corrections in the final pole designs due to manufacturer's errors, omissions, or misinterpretations of this special provision, at no additional cost to the Department. Ensure the manufacturer provides adequate design, correctness of dimensions, details on the drawings, or the proper fit of parts, once drawings and calculations have been approved by the Department

Include, as a minimum, the following information in each detail drawing:

- a. Complete dimensional information
- b. Description and location of all steel reinforcements, and, if dropout system is used, the location of each steel cable dropout
- c. Twenty-eight day strength of concrete and strength of concrete at time of release of pretensioning strands

- d. Steel strand prestress loads
- e. Size, description, quantity, and location of all holes and hardware that is a part of the pole
- f. Weight and location of the center of gravity of the pole
- g. Location of pickup points and shoring points. Both pickup locations and recommended shoring locations must be shown
- h. Location of grounding inserts
- i. Pole identification plate location and details
- j. Location of ground line
- k. The ultimate moment and cracking moment capacities at the ground line or point of fixity
- l. Project information to be shown in the title block: location inventory number, pole-type identification, project and / or PO number, county, and route description
- m. Any other special information deemed necessary by the Department

## 6.40 INSPECTION AND TESTING

### 6.4.1 INSPECTION

Notify the Department's Materials and Tests Unit Prestressed Concrete Engineer prior to beginning production. Include the following minimum information in addition to the information required by Article 1078-3 and Section 106 of the 2012 NCDOT *Standard Specifications for Roads and Structures*: Provide manufacturer's test and inspection results to determine if each pole complies with this special provision. Submit a quality assurance report to the Department prior to the shipment of each pole.

- Fabrication number and Pole No.
- Minimum and maximum tip wall thicknesses and steel coverages (inside and outside walls) measured three inches from the tip
- Minimum and maximum butt wall thicknesses and steel coverages (inside and outside walls) measured three inches from butt
- Condition of pole interior and evidence of exposed rings or reinforcement steel
- Proper hole and insert locations and sizes
- Evidence of cracking during or after two-point handling
- Actual manufactured pole weight
- Report of any repairs made to the pole
- Date of manufacture and inspection(s)

Replace poles failing to meet strength requirements, poles with circumferential or longitudinal cracks, poles failing to meet manufacturing tolerances or cover requirements, poles with exposed steel, poles with cavities and that absorb water at no cost to the Department.

Contact the NCDOT State Materials Engineer a minimum of seven days prior to casting, to schedule an inspector.

#### 6.4.2 CONCRETE AND AGGREGATE TESTING

Refer to 1014 and 1078-4 of the 2012 NCDOT *Standard Specifications for Roads and Structures*.

#### 6.50 SHIPPING AND DELIVERY

Ensure pole hardware is supplied by the pole manufacturer. Each shipment must be accompanied by a list of all parts, identifiable by structure type and number. Ensure all nuts, bolts, and miscellaneous hardware are identified on the list of parts and match up with their respective pole. Provide all parts required for any one structure in one shipment, when possible.

Provide 72 hour notice prior to shipment. When notifying the Department of a shipment, provide quantities, weight, name of common carrier used, and expected time of arrival.

The Department reserves the right to: postpone a shipment, inspect the poles and pole hardware prior to shipment, and reject any delivered pole whose actual weight is ten percent above or five percent below the calculated weight.

Exercise caution to protect poles against damage in transit. Include handling instructions with the pole shipment.

Deliver poles directly to project site in accordance with Section 106-4 of the 2012 NCDOT *Standard Specifications for Roads and Structures*. Prior to offloading, ensure poles are free of defects and blemishes in accordance with Section 106-9 of the 2012 NCDOT *Standard Specifications for Roads and Structures*.

Provide all labor, equipment, and materials for unloading poles and pole hardware. Lift and support poles only at the lifting or support points, as recommended by the manufacturer.

#### 6.60 CONSTRUCTION METHODS

Same as Article 1404-3 of the 2012 NCDOT *Standard Specifications for Roads and Structures*, except as modified as follows:

All hoisting and lifting shall be with rope or web slings fastened in such a manner as to prevent post top light standards on the Perquimans River Bridge from falling into the Perquimans River or onto the new bridge during installation. In the event that a light standard falls into the River or on the bridge, the Design-Build Team shall be responsible for all costs associated with locating and removing the standard from the River or bridge; repairs to bridge damages; damage and injury to the marine, vehicular, cycling, and / or pedestrian public; and for providing a replacement light standard.

Post top light standards on the Perquimans River Bridge shall be erected and placed on outrigger assemblies. Attach standard to outrigger using anchor bolts of the appropriate size as required by the manufacturer. Use new galvanized steel anchor nuts and washers. Do not grout between



baseplate and outrigger. If anchor bolt galvanizing is damaged during installation, coat damaged areas with a zinc rich paint.

Install any required vibration dampeners for the Perquimans River Bridge light standards.

## **7.00 POST TOP LIGHT EMITTING DIODE (LED) LUMINAIRES**

### **7.10 DESCRIPTION**

Furnish, install and place into satisfactory operation octagonal lantern LED luminaires mounted to concrete post top light standards, complete with all light sources, drivers, wiring inside standard from circuit conductors to luminaire, in-line fuse holders and fuses on light standards less than 25 feet in height. The luminaire shall have a spike finial and a spike top cover similar in style to the King Lighting K56 Tudor LED luminaire.

Photometric calculations shall be submitted with the catalog cuts for the proposed LED roadway luminaire. Photometric calculations must show that proposed luminaire will meet or exceed the design requirements of 0.8 footcandle at 4:1 uniformity (average to minimum) on the roadway and sidewalk surfaces.

### **7.20 MATERIALS**

#### **7.2.1 LUMINAIRE REQUIREMENTS**

##### **A. General Requirements**

- LM-79 photometric test reports shall be provided for all LED luminaires. LM-79 luminaire photometric reports shall be produced by an independent test laboratory and include the following:
  - Name of test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program.
  - Report number
  - Date
  - Complete luminaire catalog number. Catalog number tested must match the catalog number of the luminaire submitted, except for variations which do not affect performance.
  - Description of luminaire, LED light source(s), and LED driver(s)
  - Goniophotometry
  - Colorimetry
- LM-80 lumen maintenance test report shall be provided for each respective LED light source.
- Luminaire shall be constructed of heavy grade A319 cast aluminum. Each luminaire shall be finished black in color unless otherwise noted.

- Luminaires shall have a maximum lamp lumen depreciation (LLD) factor of 0.75 at 70,000 hours & 25° C. Provide a summary of reliability testing performed for LED driver.
- Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
- Luminaire shall have a maximum Backlight, Uplight & Glare (BUG) rating of 3-3-3. Use an IESNA distribution pattern required to meet the spacing, the average maintained footcandle level and the average to minimum uniformity ratio requirements. The same BUG rating and distribution type shall be used throughout the project.
- Luminaires shall start and operate in -20° C to +40° C ambient.
- Luminaires shall be rated for continuous service at an ambient temperature of 40° C (104° F)
- Electrically test fully assembled luminaires before shipment from factory.
- Effective Projected Area (EPA) and weight of the luminaires shall not exceed 1.5 square feet and 50 lbs.
- Luminaires shall be designed for ease of electrical component replacement.
- Luminaires shall be rated for minimum 2G vibration, minimum, per ANSI C136.31.
- LED light sources and drivers shall be RoHS compliant.
- The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 certified.
- Luminaire shall have a three inch (3") slipfitter for connection to concrete post top pole.
- Grommets shall be installed in cable entry holes. Cable entry holes shall be free from sharp edges which might cut conductors or an ungloved hand.
- All conductors inside the luminaire shall be neatly secured with tie-wraps as needed to prevent pinch points and assist in trouble shooting.

#### B. Driver

- Shall be 0V-10V dimmable.
- Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20° C to +40° C.
- Shall be rated for 240VAC at 50/60 Hz, and shall operate normally for input voltage fluctuations of  $\pm 10\%$ .
- Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
- Shall provide UL Class II output.

#### C. Surge Suppression

- Integral surge protection shall meet ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for

location category C-High 10kV/10kA test, IEC 61000-4-2 (Electrostatic Discharge) 8kV Air/4kV Contact test and IEC 61000-4-4 (Fast Transients).

#### D. Electromagnetic interference

- Luminaires shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
- Luminaires shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.

#### E. Electrical safety testing

- Luminaires shall be listed for wet locations.
- Luminaires shall be listed and labeled by a 3<sup>rd</sup> party recognized by the State of North Carolina.

#### F. Finish

- Luminaires shall be painted with a corrosion resistant polyester powdered paint with a satin finish and a minimum 2.0 mil thickness.
- Luminaires shall exceed a rating of six per ASTM D1654 after 1000 hours of salt spray fog testing per ASTM B117.
- The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
- Exterior surfaces shall be smooth and free of burrs.

#### G. Thermal management

- Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.
- Liquids or moving parts will not be allowed for thermal management.

#### H. Color Quality

- Minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 2500K to 3000K.

#### I. Optics

- Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal / mechanical / chemical environment.
- To prevent intrusion of foreign material, luminaires shall be provided with polycarbonate lens panels. Polycarbonate panels shall be 3/16" thick and composed of Bayer Makrolon LTG 3123, GE Lexan 243, or equivalent.

J. The following shall be in accordance with corresponding sections of ANSI C136.37

- All internal components shall be assembled and pre-wired using modular electrical connections.
- Terminal blocks shall be used for incoming AC lines. Terminal blocks shall be easily accessible to installers or repair personnel. Wire nuts are prohibited inside the luminaire housing.

K. Latching and hinging

- Refractor and housing hinges shall be designed to maintain positive control of door to the luminaire body so as not to allow the accidental disengagement.

L. Photocontrol

- Provide a user replaceable photoelectric button type photocell for turning lights on at dusk and off at dawn.

M. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and / or email.

### 7.30 WARRANTY

Provide a minimum ten-year warranty covering maintained integrity and functionality of the luminaire housing, wiring, and connections, LED light source(s) and LED driver. Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.

Warranty period shall begin after project acceptance by the Department. Supplier shall furnish documentation of warranty procedures to the Design-Build Team stating that warranty is for NCDOT.

### 7.40 CONSTRUCTION METHODS

Level and secure each luminaire in all directions. Adjust any luminaires, as directed by the Engineer, to provide optimal illumination distribution.

All LED packages on all luminaires must be operating normally at contract completion. Any luminaire displaying improper operating characteristics prior to contract completion will be replaced by the Design-Build Team at no additional cost to the Department.

## **8.00 MESSENGER SYSTEM AND WIRING**

### **8.10 DESCRIPTION**

The work covered under this section consists of furnishing and installing a messenger cable system and wiring to the post top concrete light standards on the bridge as outlined elsewhere in this RFP.

The Design-Build Team shall supply and install all concrete inserts, ovaleye bolts and related devices for carrying the messenger cable system.

Service wiring for the post top concrete light standards shall be terminated at the newly installed control systems on either end of the bridge.

### **8.20 MATERIALS**

#### **(A) Messenger System**

Messenger cable shall be ½", 1x7 stainless steel strand messenger cable conforming to ASTM A475, extra-high-strength grade, unless otherwise noted.

Concrete inserts shall be of an approved stainless steel type having a minimum load tension capacity of 900 pound-force to accommodate ¾" diameter eye bolts, and threads to match the threaded eyebolts to be used. The inserts shall be designed so as to provide a method of fastening or securing the base of the inserts to the deck forms to avoid movement while concrete is being poured.

Ovaleye bolts shall be rated a minimum 20,050 lbs. tensile strength and be 8" in length with a minimum 4" threading. Threading shall match the threading used for the concrete inserts. The ovaleye shall be 2" long and 1-1/2" wide. The ovaleye bolt shall be hot dip galvanized per ASTM A153 after fabrication.

Messenger cable hanging rings shall be 2" diameter and galvanized steel.

Messenger cable deadends shall be galvanized steel and shall be appropriately sized for the messenger cable.

Any apparatus, device, circuit, appliance, material or labor not herein specifically mentioned or included, but that may be found necessary to complete or perfect the installation and equipment in a manner acceptable to the Engineer, shall be furnished by the Design-Build Team as if specifically included in these specifications, and without additional cost to the Department.

#### **(B) Wiring**

All conductors shall meet the requirements of Article 1400-2 (C) of the 2012 NCDOT *Standard Specifications for Roads and Structures*.

All cable shall be UL Type SOOW or approved equal suitable for sunlight resistance and outdoor use within a messenger cable system.

The grounding electrode conductor shall be a minimum #6 AWG.

### 8.30 CONSTRUCTION METHODS

#### (A) Messenger System

Install and secure concrete deck inserts prior to pouring bridge concrete. Concrete inserts shall be spaced no further than 20' apart.

Insert 8" ovaleye bolt in each concrete insert.

Every 500', install a 4" eyebolt in lieu of the 8" ovaleye bolt.

Thread the ½" 1x7 messenger cable through the ovaleye bolts. Terminate the messenger cable with deadends every 500' at the 4" eyebolts.

Install hanging rings on the messenger cable. Maximum distance between hanging rings shall not exceed 24".

#### (B) Wiring

Thread SOOW cord through the messenger cable hangers. At each outrigger, feed SOOW cord through opening in outrigger and into bottom of concrete post top pole. Splicing of conductor shall only be allowed in the handhole of the concrete post top light standard. Splicing shall be done via the methods outlined in Article 1400-4(F) of the 2012 NCDOT *Standard Specifications for Roads and Structures*.

## 9.00 LIGHTING CONTROL SYSTEM

### 9.10 DESCRIPTION

The work covered in this section consists of furnishing and installing an entire lighting control system, including meter base, a combination panel with external disconnect handle, enclosure, breakers, terminal blocks, wiring, concrete foundation, and surge protection device. The control system shall be standard electrical components in a weatherproof enclosure mounted on a metal pole with a concrete foundation.

A separate lighting control system will be required for each fixed bridge location.

### 9.20 MATERIALS

Provide a 200A flush mount single meter socket with overhead and underground access for connection to the service from the utility. Meter socket shall be ring type and constructed of a NEMA 3R enclosure. The meter socket should be primed and painted with a premium grade exterior paint before installation to increase corrosion resistance.

Use a combination lighting controller / service entrance equipment (combination panel) equal to Square D Class 8903 Night-Master. The combination panel shall include one main circuit breaker, feeder circuit breakers as required to meet the lighting design requirements, a solid neutral bar, a surge protection device, and labeled as suitable for use as service entrance equipment. Required sizes and ratings shall be determined by the Design-Build Team. Internal components shall be factory installed and not field assembled.

Use a combination panel enclosure with a flange mounted operator handle that is lockable in the OFF position and is interlocked with the door and main circuit breaker, so that the door cannot be opened when the breaker is in the ON position. The enclosure shall have an internal removable back panel for mounting components and shall have external mounting brackets.

The combination panel shall be rated 120/240 VAC, single phase, two pole, three-wire, service entrance. The main circuit breaker shall have an interrupting capacity rating of not less than 10,000 amperes RMS symmetrical.

Use a Type 1 surge protection device (SPD) meeting UL 1449 and UL 96A, designed to contain and arrest an arc of 20,000 A. Install the SPD on the load side of the service breaker.

The ground rod shall be copper clad steel. Use exothermic weld to permanently bond the ground rod to system grounding conductor.

Use a 4" rigid galvanized steel conduit with cap, embedded in concrete for mounting the lighting controller. Use galvanized slotted steel framing channel with straps and bolts, for the mounting brackets and hardware for attaching the lighting controller to the pole.

Use zinc rich paint conforming to Section 1080-9 of the 2012 NCDOT *Standard Specifications for Roads and Structures* to repair galvanizing damaged during installation.

Provide a print pocket with a complete set of As-Built Plans for the entire project in each enclosure.

The completed light control system shall be marked "Suitable for Use as Service Equipment", in a prominent location in the enclosure, and in accordance with NEC Article 409.110. If the control system is not made in a certified UL 60947-4-1A Panel Shop, a third party, recognized by the Department of Insurance as having the authority, shall label the control systems.

### 9.30 CONSTRUCTION METHODS

Contact the local utility company and obtain the required electrical service, as stated in Section 1400-9 of the 2012 NCDOT *Standard Specifications for Roads and Structures*.

Install combination panel foundation as shown in Roadway Standard Drawing 1408.01, Sheet 3.

Permanently attach a label to the enclosure door showing the work order number, control system letter designation and location of the enclosure.

Locate each combination panel in an easily accessible area. Install any non-factory installed components of the combination panel securely, with all conductors properly terminated and identified. Attach all components to the post with galvanized or stainless steel hardware. Provide and install a padlock for the controller, with eight keys all keyed alike. Consult with Division Traffic Services to determine if a specific key will be required.

Operate the lighting system without interruption or failure attributable to poor workmanship or defective material for two consecutive weeks, as stated in Section 1400-6 of the 2012 NCDOT *Standard Specifications for Roads and Structures*. The Engineer will perform insulation resistance tests, as stated in Section 1400-5 of the 2012 NCDOT *Standard Specifications for Roads and Structures*.

## **10.00 CHANNEL LIGHTING LUMINAIRE**

### **10.10 DESCRIPTION**

The work covered by this section includes furnishing and installing all materials necessary to provide a pair of LED flood luminaires mounted on top corners of the Bridge Tender's House to illuminate both ends of the channel during swing span operations. These luminaires shall be manually controlled to operate only when the swing span is open. These luminaires will aid remote operators in visually recognizing when vessels have cleared the channel, and the swing span can be returned to position.

### **10.20 MATERIALS**

#### **10.2.1 LUMINAIRE REQUIREMENTS**

##### **A. General Requirements**

- LM-79 photometric test reports shall be provided for all LED luminaires. LM-79 luminaire photometric reports shall be produced by an independent test laboratory and include the following:
  - Name of test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program.
  - Report number
  - Date
  - Complete luminaire catalog number. Catalog number tested must match the catalog number of the luminaire submitted, except for variations which do not affect performance.
  - Description of luminaire, LED light source(s), and LED driver(s)



- Goniophotometry
  - Colorimetry
- 
- LM-80 lumen maintenance test report shall be provided for each respective LED light source.
  - Luminaire shall be constructed of die cast aluminum housing. Each luminaire shall be finished black in color unless otherwise noted.
  - Luminaire shall provide a minimum of 40,000 lumens.
  - Luminaires shall have a maximum lamp lumen depreciation (LLD) factor of 0.85 at 70,000 hours & 25°C. Provide a summary of reliability testing performed for LED driver.
  - Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
  - Luminaires shall start and operate in -20° C to +40° C ambient.
  - Luminaires shall be rated for continuous service at an ambient temperature of 40° C (104° F)
  - Electrically test fully assembled luminaires before shipment from factory.
  - Effective Projected Area (EPA) and weight of the luminaires shall not exceed 4.0 square feet and 75 pounds.
  - Luminaires shall be designed for ease of electrical component replacement.
  - Luminaires shall be rated for minimum 2G vibration, minimum, per ANSI C136.31.
  - LED light sources and drivers shall be RoHS compliant.
  - The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 certified.
  - Luminaire shall have a yoke or knuckle mount.
  - Grommets shall be installed in cable entry holes. Cable entry holes shall be free from sharp edges which might cut conductors or an unglowed hand.
  - All conductors inside the luminaire shall be neatly secured with tie-wraps as needed to prevent pinch points and assist in trouble shooting.

#### B. Driver

- Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20° C to +40° C.
- Shall be rated for 120VAC at 50/60 Hz, and shall operate normally for input voltage fluctuations of  $\pm 10\%$ .
- Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
- Shall provide UL Class II output.

### C. Surge Suppression

- Integral surge protection shall meet ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C 10kV/5kA test, IEC 61000-4-2 (Electrostatic Discharge) 8kV Air/4kV Contact test and IEC 61000-4-4 (Fast Transients).

### D. Electromagnetic interference

- Luminaires shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
- Luminaires shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.

### E. Electrical safety testing

- Luminaires shall be listed for marine outside type locations.
- Luminaires shall be listed and labeled by a 3<sup>rd</sup> party recognized by the State of North Carolina.

### F. Finish

- Luminaires shall be painted with a corrosion resistant polyester powdered paint with a minimum 2.0 mil thickness.
- Luminaires shall exceed a rating of six per ASTM D1654 after 1000 hours of salt spray fog testing per ASTM B117.
- The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
- Exterior surfaces shall be smooth and free of burrs.

### G. Thermal management

- Mechanical design of protruding external surfaces (heat sink fins) shall discourage debris accumulation.
- Liquids or moving parts will not be allowed for thermal management.

### H. Color Quality

- Minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 3500K to 4500K

### I. Optics

- Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal / mechanical / chemical environment.

- The LED light engines shall be contained behind a sealed and gasketed optical enclosure with an IP66 rating.

J. The following shall be in accordance with corresponding sections of ANSI C136.37

- All internal components shall be assembled and pre-wired using modular electrical connections.
- Terminal blocks shall be used for incoming AC lines. Terminal blocks shall be easily accessible to installers or repair personnel. Wire nuts shall be prohibited inside the luminaire housing.

K. Latching and hinging

- Refractor and housing hinges shall be designed to maintain positive control of door to the luminaire body so as not to allow the accidental disengagement.

### 10.2.2 CONDUIT

Furnish conduit as required in the Minimum Technical Requirements (MTR) document.

### 10.2.3 WIRING

Do not use aluminum conductors. Use single conductor with XHHW insulation.

## 10.30 WARRANTY

Provide a minimum five-year warranty covering maintained integrity and functionality of the luminaire housing, wiring, and connections, LED light source(s) and LED driver. Negligible light output from more than ten percent of the LED packages constitutes luminaire failure.

Warranty period shall begin after project acceptance by the Department. Supplier shall furnish documentation of warranty procedures to the Design-Build Team stating that warranty is for NCDOT.

All LED packages on all luminaires must be operating normally at contract completion. Any luminaire displaying improper operating characteristics prior to contract completion will be replaced by the Design-Build Team at no additional cost to the Department.

## 10.40 CONSTRUCTION METHODS

Mount one luminaire on the north corner and one luminaire on the west corner of the Bridge Tenders House using galvanized hardware. Aim north side luminaire toward tip of north bumper of the pivot pier. Aim west side luminaire toward tip of the west bumper of the pivot pier.

Provide wiring of the appropriate size from the luminaire mounting point to the inside of the Bridge Tenders House control room. Wiring shall be installed in appropriately sized conduit

specified in the Minimum Technical Requirements. Install flashing around any conduit extending through the roof to the luminaires.

Luminaire shall interface with swing span control system, and shall be operated during swing span openings, whether openings are initiated locally or remotely.

## **11.00 NAVIGATIONAL LIGHTING**

### **11.10 DESCRIPTION**

The work covered by this section includes furnishing and installing a navigation lighting system on the Perquimans River Bridge swing span, pivot pier and draw piers, including all wiring, conduit, wiring devices, transformers, enclosures, grounding system, controls, protective devices, lights, etc., in compliance with Code of Federal Regulations (CFR), Title 33, Part 118, Section 118.70 which is further clarified in U.S. Coast Guard (USCG) Publication *Bridge Lighting and Other Signals*. Navigation lights must operate from sunset to sunrise and during periods of low visibility.

Refer to the Minimum Technical Requirements for additional navigational lighting requirements.

### **11.20 MATERIALS**

The Design-Build Team shall furnish only materials and equipment of new stock meeting ANSI, NEC, NEMA, and UL requirements, and approved by the Engineer.

Furnish marine type products manufactured of corrosion resistant materials.

Furnish only fasteners manufactured from ASTM 316 stainless steel with yield strength 35,000 psi or higher.

Furnish framework for supporting boxes, switches, and other externally mounted electrical devices fabricated from ASTM A709 Grade 36 hot-dip galvanized structural steel.

#### **11.2.1 NAVIGATIONAL LIGHTS**

Equip all navigation lights with a LED array with a minimum of 50,000 hour life and bright enough to meet the visibility requirements of CFR Title 33, Part 118. Mount LED arrays on an internal shock and vibration isolator. Provide, in the circuit, a lightning surge suppressor capable of absorbing multiple strikes without replacement. Provide special power supply to provide current limited DC voltage to the LED array.

Furnish fixtures with unpainted housings of heavy duty cast aluminum or bronze construction with a 1-1/2 to 2 inch threaded conduit opening on the bottom. Use only marine type mounting boxes with minimum 3/4 inch conduit opening. Furnish and install fixtures with lenses that are standard marine molded, single-piece fresnel type, rigid, heat resistant glass or U.V. resistant polycarbonate and inside diameter of 7 to 8 inch. Furnish

all stainless steel closure bolts, lens tie rods, and attachment hardware for a complete and accepted installation.

Furnish Pier / Fender Lights, Center Channel Lights and Channel Margin Lights with cast aluminum or bronze swivel assembly and mounting bracket, complete with stainless steel pivot, watertight "O" ring seal, bronze bearings, cable entrance fitting, and stainless steel service chain rated for a minimum 225 pounds load. Use a 1-1/2 or 2 inch galvanized pipe or stainless steel pipe as a hanger stem with automatic lock at service and operating positions. Furnish a 60% counterweight if stem exceeds five feet in length.

Ensure the Navigational Lights meet the red / green coloring specifications found in the UCSG publication *Bridge Lighting and Other Signals*.

#### 11.2.2 DISCONNECT SWITCHES

Furnish and install switches that are HP rated and meet Federal and NEMA Specifications with NEMA Type 4X (stainless steel) enclosures, and with metal factory nameplates that are front cover mounted and contain a permanent record of switch type, catalog number, and HP rating. Provide switch with visible blades, reinforced fuse clips, and nontearable, positive, quick make-quick break mechanisms. Provide switch assembly plus operating handle as an integral part of the enclosure base.

Use switches with defeatable door interlocks that prevent the door from opening when the operating handle is in the ON position, and whose handle position is easily recognizable and is padlockable in the OFF position. Use heavy-duty switches with line terminal shields.

#### 11.2.3 FUSIBLE SWITCH ASSEMBLIES

Furnish and install NEMA KS 1 type; load interrupter enclosed knife switch. Provide fuse clips that are designed to accommodate Class R fuses.

#### 11.2.4 NON-FUSIBLE SWITCH ASSEMBLIES

Furnish and install NEMA KS 1; HD type, load interrupter enclosed knife switch.

#### 11.2.5 SUPPORTING AND MOUNTING DEVICES

Furnish ASTM 300 series stainless steel conduit straps or hangers held at not less than two points.

Ensure the sizes, and types of anchors, fasteners and supports used are adequate to carry the load of the equipment and conduit, including the wire in the conduit.

Space conduit supports to avoid conflicts with reinforcing steel at five feet maximum. For concrete mounting, use anchor bolts and all matching parts and tools recommended by

and provided by the same manufacturer, as well as suitable for dynamic loading caused by vibration due to traffic. To mount conduit supports and pull boxes, use 1/4 inch diameter anchor system. To mount channel lights use minimum 1/2 inch diameter anchor system with 3-1/2 inch embedment and 8 inch edge distance.

Do not use powder-actuated anchors. Do not drill or weld structural steel members. Do not use bolts smaller than 1/4 inch in diameter except as may be necessary to fit the mounting holes in small and light devices. Install surface-mounted boxes with minimum of three anchors.

#### 11.2.6 CONDUIT

Furnish conduit in the quantities and sizes required to complete the work as required by NEC. Use products listed and classified by UL as suitable for purpose specified and shown. Do not use non-metallic flexible conduit, aluminum, or electrical metallic tubing (EMT).

Where installation of PVC coated rigid galvanized steel conduit cannot be accomplished, furnish liquid-tight flexible metal conduit of interlocked steel construction with PVC jacket, and fittings meeting the requirements of ANSI/NEMA FB 1. All other conduit shall meet the requirements found in the Minimum Technical Requirements.

#### 11.2.7 WIRING

Do not use aluminum conductors. Use only SE or RHW on incoming service and use single conductor with XHHW insulation.

Do not use wire smaller than No. 12 AWG.

Furnish insulated conductors of seven or nineteen strand copper with a minimum 98% conductivity and connector accessories for copper in sufficient quantities for a complete installation.

### 11.30 CONSTRUCTION METHODS

#### 11.3.1 NAVIGATION LIGHTS

Install navigational lights at the proper locations as shown in the drawing for minimum lighting for double-opening swing bridges in the USCG publication *Bridge Lighting and Other Signals*.

#### 11.3.2 DISCONNECT SWITCHES

Install disconnect switches where required for a complete installation. Use separate conduits for line and load conductors. Install fuses in fusible disconnect switches.

### 11.3.3 CONDUIT

Install conduit in accordance with National Electrical Contractors Association (NECA) “Standard of Installation” and manufacturer’s instructions.

Arrange supports to prevent misalignment during wiring installation. Support conduit using straps, lay-in adjustable hangers, clevis hangers, and split hangers. Do not support conduit with wire or perforated pipe straps, plastic straps, or plastic hangers. Ensure that all wire used for temporary supports is removed upon completion of installation.

Install an expansion fitting for specific conduit type at all structure expansion joints or where movement between adjacent sections of conduit is expected. Provide certification to the Engineer from the manufacture that the expansion fitting meets the following minimum requirements: compatibility with the connected conduits, water proof, UV protected, and allows longitudinal movement equal to that of the expansion joint or movement expected.

Route exposed conduit parallel and perpendicular to walls. Install conduits to be continuous and watertight between boxes or equipment. Protect conduits at all times from the entrance of water and other foreign matter by being capped or well plugged overnight and when the work is temporarily suspended.

Cut conduit square using saw or pipe cutter; de-burr cut ends. Bring conduit to shoulder of fittings; fasten securely. Use conduit hubs to fasten conduit to metal boxes. Do not install more than the equivalent of three 90 degree bends (total 270 degrees) between boxes. Use conduit bodies to make sharp changes in direction such as around diaphragms.

Do not use flexible conduit extensions greater than 24 inches in length. Ensure that all flexible conduit extensions are equipped with bonding jumpers.

Do not allow moisture traps; provide pull box with drain fitting at low points in exposed conduit system.

### 11.3.4 WIRING

Use pull boxes wherever necessary to facilitate the installation of the conductors. Do not use condulets for pulling more than ten conductors or for branching conductors.

Splice only in accessible boxes. Make lug connections with high pressure indent connector tools as recommended by the lug manufacturer. Make splices and taps to carry full ampacity of conductors without perceptible temperature rise. Tighten all connections to manufacturer's recommendations. Tape uninsulated conductors and connectors with electrical tape to 150% of the insulation value of conductor. Ensure all splices are waterproof.

Use solderless pressure connectors with insulating covers for No. 8 AWG and smaller wire splices and taps. Use UL Listed manufactured set screw type connectors, suitable for connecting multiple wires No. 6 AWG and larger wire splices and taps.

Pull all conductors into a raceway at the same time. Use soap base wire pulling lubricant for pulling No. 4 AWG and larger wire.

## **12.00 SWING SPAN LIGHTING**

### **12.10 DESCRIPTION**

Furnish, install and place into satisfactory operation a lighting system on the swing span of the Perquimans River Bridge. The lighting provided by the swing span lighting system shall seamlessly integrate with the roadway lighting system installed on the fixed bridge portions.

Provide canopy, parking garage or equivalent LED luminaires, complete with all light sources, drivers and internal wiring, mounted directly to the truss system of the swing span structure. These luminaires are required to illuminate the roadway and sidewalk surfaces of the swing span.

Power for the swing span luminaires will be obtained from the submarine cable.

Photometric calculations shall be submitted with the catalog cuts for the proposed swing span LED luminaire. Photometric calculations must show that proposed luminaire will meet or exceed the design requirements of 0.8 footcandle at 4:1 uniformity (average to minimum) on the roadway and sidewalk surfaces.

### **12.20 MATERIALS**

#### **12.2.1 LUMINAIRE REQUIREMENTS**

##### **A. General Requirements**

- LM-79 photometric test reports shall be provided for all LED luminaires. LM-79 luminaire photometric reports shall be produced by an independent test laboratory and include the following:
  - Name of test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program.
  - Report number
  - Date
  - Complete luminaire catalog number. Catalog number tested must match the catalog number of the luminaire submitted, except for variations which do not affect performance.



- Description of luminaire, LED light source(s), and LED driver(s)
  - Goniophotometry
  - Colorimetry
- 
- LM-80 lumen maintenance test report shall be provided for each respective LED light source.
  - Luminaires shall have a one piece, low copper die-cast aluminum housing. Each luminaire shall be finished in the same color as the truss structure unless otherwise noted.
  - Luminaires shall have a maximum lamp lumen depreciation (LLD) factor of 0.75 at 70,000 hours & 25° C. Provide a summary of reliability testing performed for LED driver.
  - Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
  - Luminaire shall have a maximum Backlight, Uplight & Glare (BUG) rating of 4-0-4. Use an IESNA distribution pattern required to meet the spacing, the average maintained footcandle level and the average to minimum uniformity ratio requirements. The same BUG rating and distribution type shall be used throughout the project.
  - Luminaires shall start and operate in -20° C to +40° C ambient.
  - Luminaires shall be rated for continuous service at an ambient temperature of 40° C (104° F)
  - Electrically test fully assembled luminaires before shipment from factory.
  - Effective Projected Area (EPA) and weight of the luminaires shall not exceed 2.0 square feet and 25 lbs.
  - Luminaires shall be designed for ease of electrical component replacement.
  - Luminaires shall be rated for minimum 3G vibration, minimum, per ANSI C136.31.
  - LED light sources and drivers shall be RoHS compliant.
  - The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 certified.
  - Luminaire shall be capable of being mounted to the swing span truss structure.
  - Grommets shall be installed in cable entry holes. Cable entry holes shall be free from sharp edges which might cut conductors or an ungloved hand.
  - All conductors inside the luminaire shall be neatly secured with tie-wraps as needed to prevent pinch points and assist in trouble shooting.
  - Luminaire shall be equipped with a bird nesting deterrent.

#### B. Driver

- Shall be 0V-10V dimmable.
- Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20° C to +40° C.
- Shall be rated for 240VAC at 50/60 Hz, and shall operate normally for input voltage fluctuations of  $\pm 10\%$ .
- Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
- Shall provide UL Class II output.

#### C. Surge Suppression

- Integral surge protection shall meet ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C-High 10kV/10kA test, IEC 61000-4-2 (Electrostatic Discharge) 8kV Air/4kV Contact test and IEC 61000-4-4 (Fast Transients).

#### D. Electromagnetic interference

- Luminaires shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
- Luminaires shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.

#### E. Electrical safety testing

- Luminaires shall be listed for wet locations.
- Luminaires shall be listed and labeled by a 3<sup>rd</sup> party recognized by the State of North Carolina.

#### F. Finish

- Luminaires shall be painted with a corrosion resistant polyester powdered paint with a satin finish and a minimum 2.5 mil thickness.
- Luminaires shall exceed a rating of six per ASTM D1654 after 1000 hours of salt spray fog testing per ASTM B117.
- The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
- Exterior surfaces shall be smooth and free of burrs.

#### G. Thermal management

- Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.
- Liquids or moving parts will not be allowed for thermal management.

#### H. Color Quality

- Minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 2500K to 3000K.

#### I. Optics

- Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal / mechanical / chemical environment.

#### J. The following shall be in accordance with corresponding sections of ANSI C136.37

- All internal components shall be assembled and pre-wired using modular electrical connections.
- Terminal blocks shall be used for incoming AC lines. Terminal blocks shall be easily accessible to installers or repair personnel. Wire nuts are prohibited inside the luminaire housing.

#### K. Latching and hinging

- Refractor and housing hinges shall be designed to maintain positive control of door to the luminaire body so as not to allow the accidental disengagement.

#### L. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and / or email.

#### M. Photocontrol

Provide a user replaceable photoelectric button type photocell for turning lights on at dusk and off at dawn.

#### N. Warranty

Provide a minimum ten-year warranty covering maintained integrity and functionality of the luminaire housing, wiring, and connections, LED light source(s) and LED driver. Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.

Warranty period shall begin after project acceptance by the Department. Supplier shall furnish documentation of warranty procedures to the Design-Build Team stating that warranty is for NCDOT.

### 12.2.2 CIRCUITRY AND CONDUIT REQUIREMENTS

Do not use aluminum conductors. Use single conductor with XHHW insulation for conductors installed above water.

Do not use wire smaller than No. 10 AWG.

Furnish insulated conductors of seven or nineteen strand copper with a minimum 98% conductivity and connector accessories for copper in sufficient quantities for a complete installation.

Provide submarine cable as described in the Minimum Technical Requirements.

Provide conduit, condulets and appurtenances meeting the specifications of the Minimum Technical Requirements. Furnish conduit in the quantities and sizes required to complete the work as required by NEC. Use products listed and classified by UL as suitable for purpose specified and shown. Do not use non-metallic flexible conduit, aluminum, or electrical metallic tubing (EMT).

### 12.30 CONSTRUCTION METHODS

Attach luminaire to swing span truss system using galvanized hardware. Level and secure each luminaire. Adjust any luminaires, as directed by the Engineer, to provide optimal illumination distribution.

When luminaires are installed over the travel lanes, the minimum clearance requirements found elsewhere in this RFP shall be adhered to.

All LED packages on all luminaires must be operating normally at contract completion. Any luminaire displaying improper operating characteristics prior to contract completion will be replaced by the Design-Build Team at no additional cost to the Department.

Secure conduit, condulets and appurtenances to truss structure using galvanized hardware and galvanized conduit clamps. Attach conduit in luminaire housing using threaded conduit terminations and locknuts. Install conduit in accordance with the Minimum Technical Requirements.

Install submarine cable from electrical service point to pivot point of swing span leaving enough slack in the cable to prevent tension during span opening. Using a 14-gauge stainless steel NEMA Type 4X enclosure as a junction box, convert from submarine cable to XHHW conductor above the water surface. Install XHHW conductor to all luminaires mounted on the truss structure.

**SANITARY SEWER**

(10-07-13)

1520

DB15 R20

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 15-11, Article 1520-3(A)(2) Testing, Line 5**, replace the second paragraph with the following:

Test all 24" and smaller gravity sewer lines for leakage using infiltration, exfiltration, or air test. Perform visual inspection on gravity sewer lines larger than 24". Perform line and grade testing and deflection testing on all gravity sewer lines.

**GENERAL**

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

**NO CONTACT CLAUSE**

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

**USE OF TERMS**

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

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

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

**DESIGN REFERENCES**

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

**REVIEW OF SUBMITTALS**

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

*Guidelines*, which by reference are incorporated and made a part of this contract. All submittals shall be made simultaneously to the 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, R-4467, consist of realigning and widening US 17 Business / NC 37 (North Church Street) from south of the Perquimans River Bridge to north of NC 37 (Winfall Boulevard), a distance of approximately 0.8 mile. The proposed improvements also consist of replacing and lengthening the bridge over the Perquimans River (Bridge No. 8). The replacement structure will include a swing span section over the navigational channel and bridge the adjacent earthen causeway.

Project services shall include, but are not limited to:

- **Design Services** – completion of construction plans
- **Construction Services** – necessary to build and ensure workmanship of the designed facility
- **Intelligent Transportation System** – design and construction of ITS components necessary to remotely operate the swing span section of the bridge over the Perquimans River
- **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 R-4467 Environmental Assessment (EA) was approved on February 25, 2013
  - The R-4467 Finding of No Significant Impact (FONSI) is anticipated to be approved in July 2017

**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 realign and widen US 17 Business / NC 37 (North Church Street) from south of the Perquimans River Bridge to north of NC 37 (Winfall Boulevard), a distance of approximately 0.8 mile. The design work also includes all aspects to replace and lengthen the bridge over the Perquimans River (Bridge No. 8) which shall consist of a swing span section over the navigational channel and bridging the adjacent earthen causeway. The designs shall meet all appropriate latest versions of AASHTO *Policy on Geometric Design of Highways and Streets*, AASHTO *LRFD Bridge Design Specifications*, *Manual of Uniform*

*Traffic Control Devices* and all NCDOT design policies that are current as of the Technical and Price Proposal submission date or the Best and Final Offer submission date.

Unless noted otherwise elsewhere in this RFP, all documents referenced herein shall be the edition / version, including all interim revisions, effective on the Design-Build submittal date or the Best and Final Offer submittal date.

Construction shall include, but not be limited to, all necessary clearing, grading, roadway, drainage, structures, utility coordination and relocation, and erosion and sediment control work items for the proposed two-lane facility. Construction engineering and management shall be the responsibility of the Design-Build Team. Construction shall comply with 2012 NCDOT *Standard Specifications for Roads and Structures* and any special provisions.

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

- Roadway Design
- Structure Design, including a Swing Span bridge section
- Hydraulic Design
- Permit Application
- Geotechnical
- GeoEnvironmental
- Foundation Design for Structures and Roadway
- Erosion and Sedimentation Control Design and Implementation
- Utility Construction
- R/W Utilities, Conflicts and / or Construction
- Transportation Management Plan Design and Implementation
- Pavement Marking Design
- Sign Design
- Intelligent Transportation System Design (remote operation of the swing span bridge section)
- Construction
- Project Management
- Design and Construction Management
- Construction Surveying
- Location and Surveys
- Lighting
- Right of Way Acquisition
- Public Information

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



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

The design work consists of the preparation of all construction documents for realigning and widening US 17 Business / NC 37 (North Church Street) from south of the Perquimans River Bridge to north of NC 37 (Winfall Boulevard), a distance of approximately 0.8 mile. The design work also consists of the preparation of all construction documents for replacing and lengthening the bridge over the Perquimans River (Bridge No. 8) which shall consist of a swing span section over the navigational channel and bridging the adjacent earthen causeway in Perquimans County as outlined in the Scope of Work section of this RFP. The Design-Build Team shall prepare final designs, construction drawings and special provisions.

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

There shall be no assignment, subletting or transfer of the interest of the Design-Build Team in any of the work covered by the Contract without the written consent of the State, except that the Design-Build Team may, with prior written notification of such action to the State, sublet property searches and related services without further approval of the State.

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

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

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

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

All firms shall be prequalified by the Department for the work they are to perform. Joint Ventures, LLCs or any legal structure that are different than the existing prequalification status must be prequalified prior to the Technical and Price Proposal submittal deadline. Subcontractors need only be prequalified prior to performing the work. Design firms should be prequalified prior to the Technical and Price Proposal submittal deadline. If not prequalified at the time of the Technical and Price Proposal submittal deadline, the prime contractor shall be solely responsible for either (1) ensuring that the design firm is prequalified prior to its first design submittal or (2) replacing that firm with a prequalified firm. Design firms and Natural Systems firms are prequalified by the particular office performing the work. If the work is to be performed by an office other than the one that is prequalified, that office shall be prequalified prior to any design submittals.

### **ACCESS TO PROVIDED MATERIALS**

To facilitate distribution of documents that may be helpful to the Design-Build Teams in their development of a Technical and Price Proposal and subsequent designs, project material will be made accessible through a secure web portal. The Design-Build Project Manager for each short-listed team shall provide a list of team members that will require access to this portal. This list shall include the name, e-mail address and North Carolina Identity Management (NCID) for each individual team member. Once the list is complete, it shall be submitted to the Design-Build e-mail address (designbuild@ncdot.gov). No distribution of Provided Materials will be possible prior to this list being submitted and the access privileges established as noted herein.

To create an NCID account, each individual shall go to NCDOT's Connect website (<https://connect.ncdot.gov>) and click on the "How to get an Account" link and then, "Create NCID".

The Department will obtain access rights for these individuals and notify the Design-Build Project Manager accordingly. Individuals may then re-enter the "Connect" site and login with their NCID account. Once logged in, the Teamsite "R-4467 Project" link will be apparent on the left side of the webpage.

Please note that all material provided, including the material provided through this portal, is provided for informational purposes only and is provided solely to assist the Design-Build Team in the development of the project design unless noted otherwise elsewhere in this RFP. By submitting a Technical Proposal and Price Proposal, the Design-Build Team acknowledges that they are fully and totally responsible for the project design, including the use of portions of the Department design, modification of such design, or other designs as may be submitted by the Design-Build Team, unless noted otherwise elsewhere in this RFP. The Design-Build Team further acknowledges that they are fully and totally responsible for the accuracy and completeness of all work performed, including the determination of the accuracy of the information provided through this portal, and to the extent that the Design-Build Team chooses to rely on such information.

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

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

**<https://connect.ncdot.gov/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 Thursday, August 24, 2017**, at the office of the State Contract Officer:

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

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

Proposals shall be submitted in two separate, sealed parcels containing the Technical Proposal in one and the Price Proposal in the other parcel.

**TECHNICAL PROPOSAL - Hard Copies**

Hard copies of the Technical Proposal shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Technical Proposal – Hard Copies  
Submitted By: (Design-Build Team's Name)  
Design-Build Team Address  
Contract Number C204003  
TIP Number R-4467  
Perquimans County

US 17 Business / NC 37 (North Church Street) from south of the Perquimans River Bridge to north of NC 37 (Winfall Boulevard); Including the Replacement of Bridge No. 8

If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the State Contract Officer as stated in the Request for Proposals. The outer envelope shall also bear the statement "Technical Proposal for the Design-Build of State Highway Contract No. C204003".

**Technical Proposal Requirements**

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

Minimal font size 10 is permissible within embedded tables, charts, or graphics. No more than 50 pages, excluding the introductory letter to Mr. Ron Davenport, P.E. (two-page maximum length) and the 11 inch by 17 inch appropriate plan sheets

The aforementioned introductory letter to Mr. Ron Davenport, P.E. shall include a statement acknowledging that the NCDOT may destroy all Technical Proposals not retained by the Department, **or** a statement that the NCDOT should return all Technical Proposals not retained by the Department.

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

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

**TECHNICAL PROPOSAL - Electronic Copy**

An electronic copy of the Technical Proposal shall be submitted in a sealed package. The electronic copy shall be created by converting the original MicroStation / GeoPak files into PDF format. The electronic copy shall be scaled to reproduce to the appropriate page format, as defined above. The outer wrapping shall clearly indicate the following information:

Technical Proposal – Electronic Copy  
 Submitted By: (Design-Build Team's Name)  
 Design-Build Team Address  
 Contract Number C204003  
 TIP Number R-4467  
 Perquimans County

US 17 Business / NC 37 (North Church Street) from south of the Perquimans River Bridge to north of NC 37 (Winfall Boulevard); Including the Replacement of Bridge No. 8

If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the State Contract Officer as stated in the Request for Proposals. The outer envelope shall also bear the statement "Technical Proposal for the Design-Build of State Highway Contract No. C204003"

**PRICE PROPOSAL**

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

Price Proposal  
 Submitted by (Design-Build Team's Name)  
 Design-Build Team Address  
 Contract Number C204003  
 TIP Number R-4467  
 Perquimans County

US 17 Business / NC 37 (North Church Street) from south of the Perquimans River Bridge to north of NC 37 (Winfall Boulevard); Including the Replacement of Bridge No. 8

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

If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the State Contract Officer as stated in the Request for Proposals. The outer envelope shall also bear the statement "Price Proposal for the Design-Build of State Highway Contract No. C204003".

### **EVALUATIONS**

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

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

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

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

| <b>EVALUATION FACTORS</b>                 | <b>POINTS</b> |
|---|---------------|
| 1. Management                             | 8             |
| 2. Responsiveness to Request for Proposal | 35            |
| 3. Long Term Maintenance                  | 10            |
| 4. Schedule and Milestones                | 30            |
| 5. Innovation                             | 5             |
| 6. Maintenance of Traffic and Safety Plan | 7             |
| 7. Oral Interview                         | 5             |

## TECHNICAL PROPOSAL EVALUATION CRITERIA

### 1. Management – 8 points

#### *Design-Build Team Management*

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

#### *Quality Management*

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

#### *Construction Management*

- Describe the Design-Build Team's concept of the project construction management organization and how it interrelates with the other elements of the Design-Build Team's organization for the project.
- Provide a brief narrative description of the Design-Build Team's proposed plan for performing construction on the project. This description shall include at least the following:

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

## **2. Responsiveness to RFP – 35 points**

### ***Natural Environmental Responsibility***

- Describe the Design-Build Team's approach to addressing environmental concerns within the project boundaries.
- Identify efforts to minimize impacts on wetlands, surface waters and other environmentally sensitive areas. Describe any temporary impacts and associated minimization approaches.
- Describe the Design-Build Team's understanding of the overall approach to permitting and the Team's comfort level with obtaining the required permits within the allowed timeframe.
- Identify methods of construction in wetlands and surface waters and other environmentally sensitive areas.
- Describe all project / construction related Notice of Violations (NOVs) received by any team member within the last five years on projects in the United States and the disposition of each listed NOV.
- Describe the Design-Build Team's approach to Sedimentation and Erosion Control for the project.
- Describe efforts to minimize excavation within the contaminated sites and associated disturbance to underlying soil.
- Provide a narrative overview of the Design-Build Team's Vegetation Management Procedure.
- Indicate if the Design-Build Team intends to begin work outside the limits of the proposed Perquimans River Bridge prior to issuance of the USCG Bridge Permit.

### ***Design Features***

- Show plan view of design concepts with key elements noted.
- Identify preliminary horizontal and vertical alignments of all roadway elements.



- Show mainline typical sections.
- Show proposed deviations to the preliminary design provided by the Department, not required herein.
- Identify drainage modifications and designs to be implemented.
- Identify all hydraulically deficient box culverts and / or pipes within the existing / proposed right of way and their proposed hydraulic mitigation or replacement.
- Document existing and future watershed conditions, associated variables with hydrologic method, and data sources.
- Indicate if the Design-Build Team will develop a new 2D Flow Model. Identify previous relative two-dimensional (2D) flow modeling experience, if applicable.
- Identify the appropriate design criteria for each feature, if not provided herein.
- Identify all bridge types to be constructed, including any special design features or construction techniques needed.
- Indicate the type and number of bridge expansion joints.
- Identify any deviations, including proposed design exceptions, from the established design criteria that will be utilized. Explain why the deviation is necessary.
- Describe any geotechnical investigations to be performed by the Design-Build Team and note any deviations to NCDOT requirements for subsurface investigations noted in the Geotechnical Scope of Work found elsewhere in this RFP.
- Identify any aesthetic considerations not required herein that will be part of the design.
- Describe how utility conflicts will be addressed and any special utility design considerations. Describe how the Design-Build Team's design and construction methods minimize the Department's utility relocation costs.
- Indicate any impacts to the Hertford Public Utilities pump station located at the southern terminus of the existing bridge.
- Identify the months the Department should schedule the interagency hydraulic design review meeting and the interagency permit impacts meeting.
- Describe how the design will affect the Department's right of way costs.
- Identify types of any retaining walls, if applicable.
- Provide a Preliminary Signing Concept Map that includes, at a minimum, all proposed bridge mounted and ground mounted guide signs.

### **3. Long Term Maintenance – 10 points**

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

#### 4. Schedule and Milestones – 30 points

- Provide a detailed schedule for the project including both design and construction activities. The schedule shall show the sequence and continuity of operations, as well as the month of delivery of usable segments of the project.
- Indicate how the Design-Build Team will maintain the project schedule if the right of way acquisition process and / or utility relocations are delayed.
- Identify any self-imposed liquidated damages and associated Intermediate Contract Time(s), if applicable.
- The schedule shall also include the Design-Build Team's final completion date and, if proposed, their substantial completion date. **These dates shall be clearly indicated on the Project Schedule and labeled "Final Completion Date" and "Substantial Completion Date"**.

#### 5. Innovation – 5 points

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

#### 6. Maintenance of Traffic and Safety Plan – 7 points

##### *Maintenance of Traffic*

- Provide a Transportation Management Phasing Concept (TMPC).
- Describe any traffic control requirements that will be used for each construction phase.
- Describe how traffic will be maintained as appropriate and describe the Design-Build Team's understanding of any time restrictions noted in the RFP.
- Specifically describe how business, school and residential access will be maintained, if applicable.
- Address how hauling will be conducted, including but not limited to, hauling of materials to and from the site and hauling of materials within NCDOT right of way.
- Describe the Design-Build Team's approach to providing the public with communication access to project personnel to inquire as to traffic impacts, including vehicular and pedestrian.
- If a temporary portable barrier system will be utilized, provide the type and why it is needed.
- If temporary shoring will be required, provide the type and why it is required.
- Include all proposed road closures and / or offsite detours; reason for need and duration.
- Address where and how law enforcement officers will be used.
- Identify a Traffic Control Supervisor and briefly describe their qualifications for this role.

### ***Safety Plan***

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

### **7. Oral Interview – 5 points**

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

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

### **Additional Warranty and / or Guarantee**

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

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

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

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

### ***SELECTION PROCEDURE***

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

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

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

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

|  |            |
|--|------------|
| Management                             | 8          |
| Responsiveness to Request for Proposal | 35         |
| Long Term Maintenance                  | 10         |
| Schedule and Milestones                | 30         |
| Innovation                             | 5          |
| Maintenance of Traffic and Safety Plan | 7          |
| Oral Interview                         | 5          |
| <b>Maximum Score</b>                   | <b>100</b> |

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

### Quality Credit Percentage for Technical Proposals

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

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

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

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

### **An Example of Calculating Quality Adjusted Price Ranking**

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

\* Successful Design-Build Team – Contract Cost \$2,800,000

### **Opening of Price Proposals**

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

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

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

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

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

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

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

### **Best and Final Offer**

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

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

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

### **Stipend**

A stipulated fee of **\$75,000** will be awarded to each short-listed Design-Build Team that provides a responsive, but unsuccessful, Design-Build Proposal. If a contract award is not made, all short-listed Design-Build Teams that provide a responsive Design-Build Proposal shall receive the stipulated fee. Once award is made, or a decision is made not to award, unsuccessful Design-Build Teams can apply for the stipulated fee by notifying the State Contract Officer in writing and providing an original invoice within 60 days of Award. If the Design-Build Team accepts the stipulated fee, the Department reserves the right to use any ideas or information contained in the Design-Build Proposal and / or Alternative Technical Concepts, whether incorporated into the Design-Build Proposal or not, in connection with any contract awarded for the project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Design-Build Team. The stipulated fee will be paid to eligible Design-Build Teams within ninety days after the award of the contract or the decision not to award. Unsuccessful Design-Build Teams may elect to refuse payment of the stipulated fee and retain any rights to its Design-Build Proposal and the ideas and information contained therein.

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

**ROADWAY SCOPE OF WORK** (5-23-17)

Throughout this RFP, references to the Preliminary Roadway Plans shall denote 1) the R-4467 Alternative B 12-foot Swing Span Preliminary Design and 2) the R-4467 Alternative B 12-foot Swing Span profile provided by the Department.

**Project Details**

- The Design-Build Team shall design and construct a two-lane facility from south of the Perquimans River to north of NC 37 (Winfall Boulevard). Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct the -ALT B- Line (mainline) providing the same or better sidewalks, access, widening, improvements, and traffic measures of effectiveness, in the Department's sole discretion, included in the Preliminary Roadway Plans provided by the Department. The limits of the mainline construction shall be of sufficient length to tie to existing based upon the current NCDOT guidelines and standards. Unless noted otherwise elsewhere in this RFP, the section of the mainline between the southern project limits and the northern terminus of the proposed bridge shall be designed and constructed to meet a 30-mph design speed for a level terrain urban collector in accordance with the AASHTO *A Policy on Geometric Design of Highways and Streets* Table 3-8 ( $e_{\max} = 4\%$ ). The remainder of the mainline shall be designed and constructed to meet a 50-mph design speed for a level terrain rural collector in accordance with the AASHTO *A Policy on Geometric Design of Highways and Streets* Table 3-9 ( $e_{\max} = 6\%$ ). The Design-Build Team shall provide all other design criteria in the Technical Proposal.
- The Design-Build Team shall design and construct the mainline alignment within close proximity to the -ALT B- Line included in the Preliminary Roadway Plans provided by the Department. The mainline alignment provided by the Design-Build Team shall be (1) located within 100 feet (left or right) of the aforementioned -ALT B- Line and (2) shall be located on the west side of the turtle log. Alternative Technical Concepts that request a variance to the requirements noted above will not be permitted.
- The grade for the mainline shall not exceed 7.0% within the aforementioned urban collector section. A grade of zero percent will be allowable along the mainline provided all hydraulic requirements are met. (Reference the Hydraulic Scope of Work found elsewhere in this RFP)
- South of the proposed bridge, the Design-Build Team shall design and construct the mainline typical section in accordance with the following criteria:
  - 13-foot lanes, excluding the transition to 12-foot lanes adjacent to the proposed bridge
  - 2'-6" curb and gutter with a minimum eight-foot berm
  - Five-foot sidewalk on both sides
- North of the proposed bridge, the Design-Build Team shall design and construct eight-foot shoulders, four-foot of which shall be full depth paved shoulders, along the mainline.



- Along -Y2-, the Design-Build Team shall design and construct eight-foot shoulders, four-foot of which shall be full depth paved shoulders. The Design-Build Team shall design and construct -Y2- in accordance with the AASHTO *A Policy on Geometric Design of Highways and Streets* Table 3-9 ( $e_{\max} = 6\%$ ).
- Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct -Y- Lines and cul-de-sacs, providing the same or better access, widening, improvements, and traffic measures of effectiveness, in the Department's sole discretion, included in the Preliminary Roadway Plans provided by the Department. The limits of -Y- Line construction shall be of sufficient length to tie to existing based upon the current NCDOT guidelines and standards.
- Excluding transitions required to tie to existing, the mainline normal crown cross slope shall be 0.02. Unless allowed otherwise elsewhere in this RFP, the mainline grade point and crown point shall be located at the centerline. Within the tangent sections of the bridge approach spans, the Design-Build Team may eliminate the mainline crown point and utilize a constant 0.02 cross slope. (Reference the Structures Scope of Work found elsewhere in this RFP)
- The Design-Build Team shall design and construct at-grade intersections with the lane configurations for Alternative A noted in the July 19, 2011 *R-4467 Traffic Capacity Analysis Report* provided by the Department. At all intersections impacted by the Design-Build Team's design and / or construction, excluding resurfacing, the Design-Build Team shall design and construct turn lanes that adhere to the following:
  - **\*\*Note\*\* Deleted the requirement to provide minimum turn lane lengths as defined in the NCDOT *Roadway Design Manual* (Reference Section 9-1, F-4).**
  - All lengths for the turn lanes required by the July 19, 2011 *R-4467 Traffic Capacity Analysis Report* provided by the Department shall adhere to the NCDOT Recommended Treatment for Turn Lanes, as defined in the NCDOT *Roadway Design Manual* - Section 9-1, Figures F-4A and F-4B. Unless allowed otherwise below, these lengths shall be determined by using the length defined in the aforementioned Report and the appropriate desirable deceleration length noted in Figure F-4A for the variable storage length and deceleration length, respectively.
  - The Design-Build Team may use a 30 mph design speed to determine the desirable deceleration length and bay taper length for the mainline northbound left turn lane that provides access to the -Y2- westbound movement.
  - The Design-Build Team may use a 45 mph design speed to determine the desirable deceleration length and bay taper length for the -Y2- southbound right turn lane that provides access to the mainline southbound movement.
  - **\*\*Note\*\* Deleted the requirement to provide right turn lanes / tapers in accordance with the NCDOT *Roadway Design Manual* (Reference Section 9-1, Figure F-4C).**

- For all intersection design modifications, the Design-Build Team shall provide a traffic analysis that adheres to the July 1, 2015 *Congestion Management Capacity Analysis Guidelines* for the Department's review and acceptance.
- At all intersections with restricted movements impacted by the Design-Build Team's design and / or construction methods, excluding resurfacing, the Design-Build Team shall provide 5-inch keyed-in concrete monolithic channelization islands.
- Except as required elsewhere in this RFP and / or to eliminate a design exception, the Design-Build Team shall not further impact any cultural, historical, cemetery or otherwise protected landmark or topographic feature beyond that shown on the Preliminary Roadway Plans provided by the Department. Unless approved otherwise by the Department, the Design-Build Team shall not acquire right of way or easements from the aforementioned features unless shown on the Preliminary Roadway Plans provided by the Department.
- Prior to negotiating right of way and / or easement acquisitions with property owners, the Design-Build Team shall delineate the proposed acquisitions on the Right of Way Plans developed by the Design-Build Team for the Department's review and acceptance.
- Excluding haul roads, the Design-Build Team shall design and construct resurfacing grades for all roadways impacted by construction. All resurfacing grades shall adhere to the design criteria and standards, provide all required pavement wedging (Reference the Pavement Management Scope of Work found elsewhere in this RFP) and adhere to the minimum requirements noted below:
  - The Design-Build Team shall resurface all lanes and shoulders of an undivided facility throughout the limits of proposed widening and construction.
  - Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall resurface all lanes and shoulders within the outermost construction limits of all proposed widening and construction, including any gaps along the facility where construction activities are not required (e.g. along existing NC 37 (Winfall Boulevard) between the proposed cul-de-sac and the proposed intersection with -Y2-).
  - The Design-Build Team shall resurface all existing facilities to the limits of pavement marking obliterations / revisions.
- Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall provide turn-arounds / cul-de-sacs on all roads that are dead-ended.
- At the existing US 17 Business / NC 37 (Winfall Boulevard) intersection, the Design-Build Team shall terminate NC 37 (Winfall Boulevard) with a cul-de-sac designed and constructed to accommodate a school bus U-Turn maneuver. Between the aforementioned cul-de-sac and the proposed intersection with realigned NC 37 (Winfall Boulevard / -Y2-), the Design-Build Team shall retain the entire existing NC 37 (Winfall Boulevard) typical section pavement structure to accommodate a two-lane facility designed and constructed to meet current

standards. The Design-Build Team will not be required to design and construct a cul-de-sac / turn-around at the northern limit of the aforementioned existing NC 37 pavement to be retained.

- Between approximately Sta. 26+00 -ALT B- and the southern terminus of existing Bridge No. 8, the Design-Build Team shall (1) remove, and dispose of, the existing US 17 Business pavement structure, (2) re-grade the existing roadbed, including but not limited to the pavement area, embankments, and / or roadway ditches and (3) return the area to a condition similar to its surroundings.
- Between approximately Sta. 34+00 -ALT B- and the northern terminus of the proposed bridge, the Design-Build Team shall remove, and dispose of, the existing US 17 Business pavement structure, including but not limited to the existing abandoned roadway adjacent to the existing bridge, all steel decking, and all steel and concrete piles used to support the pavement structure. All timber piles within the aforementioned limits shall be removed or cut off at an elevation below the surrounding natural ground. Within the portion of the aforementioned limits that is north of the existing bridge, the Design-Build Team shall retain and regrade the existing causeway to an elevation at or above the surrounding natural ground, including but to limited to backfilling all voids in the retained causeway with sand and / or soil. The aforementioned causeway regrading may be performed in a manner to treat stormwater runoff from the proposed bridge. (Reference the Hydraulic Scope of Work found elsewhere in this RFP)
- On the Waddell remnant property located on the east side of the first end bent, the Design-Build Team shall design and construct a new driveway and parking lot. The parking lot shall provide two ten-foot wide by 20-foot long parking spaces. Adjacent to the aforementioned parking lot, the Design-Build Team shall design and construct a structure to house a standby generator provided by the Design-Build Team. (Reference the Minimum Technical Requirements)
- The Design-Build Team shall encompass the aforementioned proposed parking lot, including the associated driveway, generator structure, and the proposed portion of Bear Garden Road within right of way. (Reference the Right of Way Scope of Work found elsewhere in this RFP)
- The Design-Build Team shall inform the Design-Build Unit, in writing, of all proposed design revisions, including but not limited to the following:
  - Excluding the modifications required herein, the Design-Build Team shall note in the Technical Proposal any proposed deviations to the preliminary design shown on the Preliminary Roadway Plans provided by the Department. The Design-Build Team shall be responsible for all activities, as deemed necessary by the Department, resulting from changes to the NCDOT preliminary design, including but not limited to, public involvement, NEPA re-evaluation and / or coordination with other stakeholders. The Department will not honor any requests for additional contract time or compensation for completion of the required activities resulting from changes to the NCDOT preliminary design.

- After the contract has been Awarded, the Design-Build Team shall inform the Design-Build Unit, in writing, of all proposed changes to the design shown in the Technical Proposal.
- After the Department has reviewed and accepted the Design-Build Team's design submittals, the Design-Build Team shall inform the Design-Build Unit, in writing, of any changes to previously reviewed submittals.
- Excluding the horizontal stopping sight distance for the southernmost curve on the proposed bridge, design exceptions will not be allowed for the mainline. NCDOT prefers not to have design exceptions for the -Y- Lines. If the Design-Build Team anticipates any design exceptions, they shall be clearly noted in the Technical Proposal. Prior to requesting / incorporating a design exception into the Final Plans, the Design-Build Team must obtain prior conceptual approval from the Design-Build Unit. If conceptual approval is obtained, the Design-Build Team shall be responsible for the development and approval of all design exceptions.
- Provided all hydraulic requirements are met, the Design-Build Team will be allowed to design and construct minimum ditch widths for the facility functional classification. (Reference the Hydraulic Scope of Work found elsewhere in this RFP)
- For all parcels, the Design-Build Team shall locate and install concrete right of way markers that delineate all proposed right of way within the project limits. The Design-Build Team shall replace all existing right of way markers / monuments damaged and / or relocated during construction.
- For all parcels, the Design-Build Team shall locate and install iron pins and metal caps with fiberglass markers that delineate all proposed permanent easements within the project limits. The Design-Build Team shall replace all existing permanent easement markers / monuments damaged and / or relocated during construction. In accordance with NCDOT Policy, the Department will furnish the metal caps with fiberglass markers.

## General

- Unless allowed otherwise elsewhere in this RFP, the design shall be in accordance with the 2011 AASHTO *A Policy on Geometric Design of Highways and Streets* and 2013 Errata, 2002 NCDOT *Roadway Design Manual*, including all revisions effective on the Technical Proposal submittal date, January 2012 NCDOT Roadway Standard Drawings, or as superseded by detail sheets located at: **<https://connect.ncdot.gov/resources/Specifications/Pages/2012-Roadway-Drawings.aspx>**, *Roadway Design Policy and Procedure Manual*, *Roadway Design Guidelines for Design-Build Projects*, 2012 NCDOT *Standard Specifications for Roads and Structures* and the 2011 AASHTO *Roadside Design Guide*, 4<sup>th</sup> Edition and 2015 Errata.

- If the NCDOT *Roadway Design Manual* including all revisions, the 2011 AASHTO *A Policy on Geometric Design of Highways and Streets* and 2013 Errata, the 2012 NCDOT *Roadway Standard Drawings* and / or any other guidelines, standards or policies have desirable and / or minimum values, the Design-Build Team shall use the desirable values unless noted otherwise elsewhere in this RFP. Similarly, in case of conflicting design parameters, and / or ranges, in the various resources, the proposed design shall adhere to the most conservative values, unless noted otherwise elsewhere in this RFP.
- At all intersections, the Design-Build Team shall not exceed a 0.05 roll-over between the outside edge of travel lane of the primary roadway and the beginning of the proposed grade for the secondary roadway.
- Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct bridge rail offsets as indicated in the NCDOT *Roadway Design Manual* or that are equal to the approach roadway paved shoulders, whichever is greater. Narrower bridge rail offsets based on bridge length will not be allowed.
- Sidewalk transitions from proposed sidewalk width to existing sidewalk width, shall be a minimum of 50-feet.
- Unless noted otherwise elsewhere in this RFP, the maximum allowable cut and fill slope shall be 3:1. (Reference the Geotechnical Scope of Work found elsewhere in this RFP)
- Outside the project limits, the Design-Build Team will not be allowed to use the NCDOT right of way and / or property for borrow or waste sites. Within the project limits, the Design-Build Team shall adhere to the following:
  - Only clean waste material may be wasted within the NCDOT right of way or property.
  - Debris shall not be buried within the NCDOT right of way or property.
  - Unless noted otherwise elsewhere in this RFP, normal grading operations shall occur, including but not limited to, removal of the existing embankments supporting all removed roadway sections.
- The Design-Build Team shall be responsible for the evaluation of the algebraic difference in rates of cross slope (roll-over) between existing shoulders and roadways and the associated suitability for carrying traffic during construction, if necessary. In the event that the roll-over is found to be unacceptable for the proposed temporary traffic patterns, the Design-Build team shall be responsible for providing cross slopes that meet design standards and eliminate roll-over concerns.
- Prior to the Preliminary Roadway Plans submittal, the Design-Build Team shall submit Structure Recommendations and Design Criteria for NCDOT review and acceptance. The Design-Build Team shall develop Structure Recommendations that adhere to the format

noted in the March 25, 2003 and September 1, 2004 memos from Mr. Jay Bennett, PE, former State Roadway Design Engineer.

- Unless noted otherwise elsewhere in this RFP, the design speed for all roadways shall be the greater of the minimum design speed for the facility type, as specified in the 2011 AASHTO *A Policy on Geometric Design of Highways and Streets*, or the anticipated / actual posted speed plus five mph. If a speed limit is not physically posted on an existing facility, General Statutes mandate the speed limit as 55 mph, resulting in a 60 mph design speed.
- The Design-Build Team shall design and construct single face concrete barrier in front of the traffic face of all retaining walls and all elements acting as a retaining wall that are located within the vehicle recovery area. The aforementioned concrete barrier shall be located beyond the typical section shoulder point and / or a minimum of 12-foot from the face of curb and gutter, requiring the Design-Build Team to widen the outside shoulder beyond the typical section width.
- The mainline / -Y2- intersection shall accommodate a WB-62 turning maneuvers. The mainline / Bear Garden Road intersection shall accommodate a WB-40 turning maneuvers. All other intersections impacted by the Design-Build Team's design and / or construction, excluding Newby Street and resurfacing, shall accommodate a school bus turning maneuver.
- All roundabouts shall adhere to the design and operation parameters as detailed in *Roundabouts: An Informational Guide, Second Edition (NCHRP Report 672)*. Prior to incorporation, the Design-Build Team shall provide a traffic analysis of the proposed roundabout(s), utilizing the appropriate projected traffic volumes and SIDRA Intersection 5.1 or SIDRA Intersection 6.0 analysis software, for NCDOT review and acceptance. All roundabouts shall be designed and constructed to accommodate a WB-67. The Department prefers that all roadway grades approaching a roundabout are 4.0% or less. Thus, justification, in the Department's sole discretion, shall be provided for all roadway approach grades that are steeper than 4.0%.
- A sag vertical curve low point shall not be located on any approach slab or bridge.
- The Department has followed a modified Merger Process used by the Environmental Agencies and the Department to obtain environmental permits. Any variations in the Department's proposed design and / or construction methods that nullify any Concurrence Points obtained or decisions reached between the Department and the Environmental Agencies; and / or require additional coordination with the Environmental Agencies shall be the sole responsibility of the Design-Build Team. The Department will not allow any contract time extensions or additional compensation associated with any coordination or approval process resulting from design and / or construction modifications.
- The Design-Build Team shall design and construct a minimum of one driveway per parcel. The Design-Build Team shall design and construct all driveways that adhere to the NCDOT *Policy on Street and Driveway Access to North Carolina Highways* and the minimum requirements noted below. Excluding the maximum grade requirement, if the NCDOT *Policy*

*on Street and Driveway Access to North Carolina Highways* and the requirements noted below have conflicting design parameters, the proposed design shall adhere to the aforementioned Policy:

- The Design-Build Team shall provide horizontal and vertical alignments for all driveways that require 100 feet or longer to tie to existing.
  - Excluding grades required to tie to existing, the maximum driveway grade shall be 10.0%.
  - For shoulder sections, the minimum driveway turnout for residential and commercial properties shall be 16'-0" and 24'-0", respectively, or the existing width, whichever is greater.
  - For curb and gutter sections, the minimum driveway turnout for residential and commercial properties shall be 20'-0" and 28'-0", respectively, or the existing width, whichever is greater.
- The Design-Build Team shall contact, Mr. Gary W. Thompson, North Carolina Geodetic Survey Manager, prior to disturbing any geodetic monuments.
  - The Design-Build Team shall identify the need for any special roadway design details (i.e. any special drainage structures, rock embankment, rock plating, special guardrail, retaining walls, concrete barrier designs, etc.) and shall provide special design drawings. The Contract Standards and Development Unit may have special details available that can be provided to the Design-Build Team upon request.
  - A 4:1 back slope shall extend from the back of the expressway gutter to the clear zone limit. Beyond that, a maximum 3:1 cut slope will be acceptable. The expressway gutter centerline shall be located at the hinge / shoulder point. Expressway gutter shall not be installed in fill sections. Expressway gutter shall only be used to minimize impacts to existing structures, and / or cultural, historical or otherwise protected landmarks or topographic features.
  - Shoulder berm gutter shall not be installed in cut sections.
  - At all locations with paved shoulders that extend beyond the typical width (i.e. to the face of single face barrier and guardrail, edge of expressway / shoulder berm gutter, etc.), the Design-Build Team shall taper the wider paved shoulder width to the typical paved shoulder width using an 8:1 taper. (Reference the Pavement Management Scope of Work found elsewhere in this RFP)
  - Cut and fill slope transitions shall not exceed one increment (e.g. 3:1 to 4:1) per 50 feet.
  - The Design-Build Team shall design and construct horizontal and vertical curves at all Points of Intersections (PIs) on the horizontal and vertical alignments, respectively.

- All paved shoulders shall be tapered at 8:1 to the existing pavement at tie-in points.
- Unless noted otherwise elsewhere in this RFP, all guardrail placement shall be in accordance with the 2012 NCDOT *Roadway Standard Drawings* and / or approved details in lieu of standards. Along all 3:1 fill slopes, constructed at fill heights that are equal to or greater than 12 feet, the Design-Build Team shall install guardrail. Along all fill slopes steeper than 3:1, constructed at fill heights that are equal to or greater than six feet, the Design-Build Team shall install guardrail. The guardrail design shall be submitted for review with the Preliminary Plans submittal.

### **NCDOT Information Supplied**

- The NCDOT will provide the R-4467 Environmental Assessment (EA) and the R-4467 Finding of No Significant Impacts (FONSI) when approved. The NCDOT will also provide the latest list of environmental commitments, municipal agreements, and all pertinent approvals and correspondence. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall adhere to all commitments stated in the environmental documents.
- The NCDOT will provide electronic surveys to the Design-Build Team. Any supplemental surveys, including but not limited to additional topography, existing and proposed roadway, structure sites, underground and overhead utilities, existing and proposed drainage, wetland delineation, right of way, parcel names, and deed research and descriptions shall be the responsibility of the Design-Build Team to acquire and process. The Design-Build Team shall modify / incorporate boundary information used for the determination and valuation of property solely under the direct supervision of a Professional Land Surveyor registered in North Carolina. Known existing utilities have been located and will be included with the survey data. The Design-Build Team shall be responsible for confirming the location of the utilities and the type / size of facilities. All supplemental Subsurface Utility Engineering (SUE) work shall be the responsibility of the Design-Build Team.
- The NCDOT will provide the R-4467 *Alternative B 12-foot Swing Span Preliminary Design* and the R-4467 *Alternative B 12-foot Swing Span* profile. The Design-Build Team is cautioned that the preliminary designs are provided solely to assist the Design-Build Team in the development of the project design. The Design-Build Team shall be fully and totally responsible for the accuracy and completeness of the project design, including, but not limited to, the use of the NCDOT's design, the use of portions of the NCDOT's design or modifications to the NCDOT's design.
- The NCDOT will provide the R-4467 electronic design files.
- The NCDOT will provide final pavement designs for R-4467. The Design-Build Team shall be responsible for all temporary pavement designs. (Reference the Pavement Management Scope of Work)
- The NCDOT will provide a Geotechnical Subsurface Investigation for R-4467. The Design-Build Team shall be responsible for any additional geotechnical information, all



geotechnical recommendations, as well as supplemental structural and roadway investigations. (Reference the Geotechnical Engineering Scope of Work found elsewhere in this RFP)

**PAVEMENT MANAGEMENT SCOPE OF WORK** (3-8-17)

The pavement designs for this project shall be as listed in the table below:

| <b>Line</b>   | <b>Surface</b> | <b>Intermediate</b> | <b>Base</b> |
|---|----------------|---------------------|-------------|
| -ALT B- (US 17 Business / NC 37),<br>-Y2- (NC 37), and Newby Street                   | 3.0" S9.5B     | 4.0" I19.0B         | 4.0" B25.0B |
| Bear Garden Road and Existing NC 37<br>(Winfall Boulevard) outside the limits of -Y2- | 3.0" S9.5B     |                     | 4.0" B25.0B |
| Parking Lot   | 1.5" S9.5B     |                     | 4.0" B25.0B |

Unless noted otherwise elsewhere in the RFP, the Design-Build Team shall resurface the existing pavement of -ALT B- and all -Y- Lines with a minimum pavement depth that equals the full thickness of surface course as provided in the table above. Outside the limits of -Y2-, the Design-Build Team may resurface the existing retained NC 37 (Winfall Boulevard) pavement with a minimum pavement depth that equals half of the surface course thickness as provided in the table above. (Reference the Roadway Scope of Work found elsewhere in this RFP)

For the pavement designs noted in the table above, the Design-Build Team shall not substitute an ABC layer for an asphalt base course layer.

In accordance with the *Class IV Aggregate Stabilization* Standard Special Provision found elsewhere in this RFP, use Class IV Aggregate Stabilization to provide a working platform, where needed.

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

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

The Design-Build Team shall be responsible for the design of all temporary pavements and for the evaluation of existing shoulders and roadways regarding their suitability for carrying traffic during construction, if necessary. In the event that the existing shoulders and / or roadways are found to be inadequate for the proposed temporary traffic volumes and duration, the Design-Build Team shall be responsible for upgrading the pavement to an acceptable level. Temporary pavements shall be designed in accordance with the most recent version of the NCDOT *Pavement Design Procedure*. Temporary pavement designs and associated calculations

shall be submitted for review and acceptance using the Design-Build submittal process prior to incorporation. The expected duration for traffic on temporary pavement must be included as part of the submittal.

When a resurfacing grade ties to an existing curb, bridge and / or pavement, the Design-Build Team shall perform incidental milling such that the new pavement ties flush with the existing feature(s). When tying to the aforementioned feature(s), the Design-Build Team shall not reduce the minimum required resurfacing pavement thickness noted above. At existing pavement ties, the Design-Build Team shall perform incidental milling for a minimum distance of 25 feet at bridges and six feet at curb sections. The Design-Build Team shall not perform incidental milling more than 72 hours prior to placement of the asphalt surface layer.

All driveways, up to the radius point, shall be constructed with the full-depth pavement design of the intersecting roadway. The entire impacted length of all non-concrete driveways with a 10% grade shall be constructed with 1.5" S9.5B (or S9.5C or SF9.5A) and 8" ABC with prime coat. Unless otherwise noted above, the Design-Build Team shall adhere to the following for all driveway construction:

- For existing gravel and soil driveways, use 8" ABC
- For existing asphalt driveways, use 1.5" S9.5B (or S9.5C or SF9.5A) and 8" ABC with prime coat
- For existing concrete driveways, use 6" jointed concrete reinforced with woven wire mesh

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

Shoulder drains will not be required.

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall pave from 1) the edge of all paved shoulders to the face of all single face barrier / guardrail 2) from the edge of all paved shoulders to the edge of all expressway / shoulder berm gutter and 3) from the edge of all paved shoulders to the face of proposed retaining walls located on the outside shoulder with the adjacent travel lane pavement design.

The Design-Build Team shall provide incidental milling at the end of existing pavement to provide a smooth transition to the proposed pavement. When tying into existing pavement, the Design-Build Team shall not reduce the minimum required surface layer pavement thickness noted above. The Design-Build Team shall not perform incidental milling more than 72 hours prior to placement of the asphalt surface layer.

Alternative Technical Concepts proposing alternate pavement designs will not be permitted.

**STRUCTURES SCOPE OF WORK** (5-26-17)

Throughout this RFP, references to the approach spans shall denote the sections of the bridge outside of the limits of the swing span section of the bridge.

Throughout this RFP, references to the bridge and / or the Perquimans River Bridge shall denote the entire bridge.

Throughout this RFP, references to the Minimum Technical Requirements shall denote the R-4467 Swing Span Minimum Technical Requirements document provided by the Department.

**Project Details**

The Design-Build Team shall design and construct a bridge to replace the existing bridge over the Perquimans River (Bridge No. 8). The replacement structure shall include a swing span section over the navigational channel of the Perquimans River and bridge the adjacent earthen causeway as shown on the Preliminary Roadway Plans provided by the Department.

The bridge typical section shall consist of two 12-foot travel lanes, minimum four-foot shoulders on both sides of the bridge, and a 5.5-foot raised concrete sidewalk along the east side of the bridge. On both sides of the bridge, the bridge rails shall be 42-inch Oregon Rail, per standard drawings BMR1011\_12 except the bridge rail on the east side shall be directly mounted to the sidewalk. However, the final bridge rail designs must be reviewed and endorsed by the State Historic Preservation Officer, as required by Section 106 commitments to be provided by the Department, prior to incorporation.

The bridge shall meet the accepted roadway typical section and grades. Bridge geometry (width, length, skew, span arrangement, etc.) shall be in accordance with the requirements herein and the Structure Recommendations and / or the Hydraulic Bridge Survey Report prepared by the Design-Build Team and accepted by the Department.

The minimum vertical clearance for the swing span section of the bridge shall be 12'-0" above the mean high water elevation. The minimum vertical clearance for the portions of the approach span sections of the bridge constructed (1) over the Perquimans River and (2) within the limits of proposed deck drains shall be 12'-0" above the mean high water elevation. Outside the aforementioned areas, the minimum vertical clearance of the bridge shall be 4'-0" above mean high water or final finished grade, whichever is higher.

The minimum vertical roadway clearance from the top surface of the roadway to the lowest element of the swing span truss, including but not limited to all non-structural attachments, shall be 15'-6".

The Design-Build Team shall design and construct two six-foot wide by ten-foot long observation areas, level with the sidewalk, along the east side of the bridge at approximately the

locations shown on the Preliminary Roadway Plans provided by the Department. The observation areas shall not be located between the traffic gates for the swing span.

The Design-Build Team shall design and construct aesthetic treatments on the bridge in accordance with the following requirements:

- Decorative street lighting and outriggers to support the decorative street lighting shall be provided along the approach spans in accordance with the Lighting Scope of Work found elsewhere in this RFP.
- Decorative treatments for the Bridge Tender's house shall be provided in accordance with the Section 106 commitments to be provided by the Department.

Unless noted otherwise elsewhere in this RFP or Minimum Technical Requirements, vessel impact design will not be required for the bridge substructure and superstructure.

The bridge foundations and retaining walls shall be designed for scour as detailed in the Hydraulics and Geotechnical Scopes of Work found elsewhere in this RFP.

Waterline pile footings over open water shall be constructed such that the bottom of the pile footing is no higher than the mean low water elevation. Precast soffits used as falsework and forms for waterline footings shall meet all corrosion protection and reinforcing steel requirements. Precast soffits shall be sacrificial and shall not contribute to footing strength. All steel precast soffit supports to remain within the cast-in-place footing shall be epoxy coated.

The Design-Build Team shall not use concrete pile splices and buildups.

The number of expansion joints for the approach spans shall be kept to a minimum. Structures shall be integral if the criteria listed in the NCDOT *Structures Management Unit Manual* is met. When required by the criteria in Section 6.2.3.2 of the NCDOT *Structures Management Unit Manual*, the Design-Build Team shall use expansion joints, except Bullets 3 and 4 in the aforementioned Section shall apply to all roadways.

The Design-Build Team shall use one type of expansion joint throughout the approach spans. Expansion joints shall have a maximum four-inch joint opening and a minimum ¾" opening. Creep and shrinkage movement may be excluded from the total movement calculations. The Design-Build Team shall indicate the type and number of bridge expansion joints in the Technical Proposal. For joint requirements at the interface between the approach spans and the swing span, reference the Minimum Technical Requirements.

A live load rating chart for proposed girders and main load-carrying elements of the swing span shall be included with the bridge plans and shall state design assumptions and methodology used in the load rating calculations. The load rating shall be in accordance with the NCDOT *Structures Management Unit Manual*, including Policy Memos, and AASHTO's *Manual for Bridge Evaluation* with additional considerations and loadings for the swing span.

Unless noted otherwise elsewhere in this RFP, the following will not be allowed on the project:

- Cored slab, box beam, deck girder and cast-in-place deck slab bridges
- Fracture critical bridge elements, excluding the swing span
- Precast bridge barrier rails
- Empirical method for deck design
- Casting of conduit in the bridge deck
- Lightweight concrete, excluding the swing span bridge deck and sidewalk
- Stay-in-place metal deck forms
- Modular expansion joint seals

The Design-Build Team shall design and construct the bridge in accordance with the requirements for a highly corrosive bridge as outlined in Section 12-12 of the *Structure Management Unit Manual* with the following exceptions:

- Excluding weathering steel, the use of structural steel will be allowed for all truss and floor system elements of the swing span, minor elements such as supports for navigational lights, and minor elements of the approach spans such as joints, intermediate diaphragms, bearing assemblies and sign supports. Use of structural steel with yield strength greater than 50ksi is prohibited.
- Joint assemblies at the ends of the swing span shall be metalized (and painted where in contact with concrete) as described below.
- All structural steel and steel components of the bridge shall be metalized with a 15 mil DFT of 99% Aluminum and 1.5mil DFT seal coating in accordance with the 2012 NCDOT *Standard Specifications for Roads and Structures* and the *Thermal Sprayed Coatings Special Provision*. Additionally, all metalized surfaces in contact with concrete shall be painted in accordance with the 2012 NCDOT *Standard Specifications for Roads and Structures*.
- Provide calcium nitrite [ $\text{Ca}(\text{NO}_2)_2$ ] corrosion inhibitor and substitute fly ash and microsilica for a portion of the portland cement in accordance with rates and locations shown below:

|                              | $\text{Ca}(\text{NO}_2)_2$<br>(gal/yd <sup>3</sup> ) | Microsilica     | Fly Ash          |
|------------------------------|--|-----------------|------------------|
| Deck Slab                    | 3.0  | -               | 20% <sup>1</sup> |
| End Diaphragms               | 3.0  | -               | 20% <sup>1</sup> |
| Bent Diaphragms              | 3.0  | -               | 20% <sup>1</sup> |
| Median and Parapets          | 3.0  | -               | 20% <sup>1</sup> |
| Prestressed Concrete Girders | 3.0  | -               | -                |
| Prestressed Concrete Piles   | 3.0  | 5% <sup>2</sup> | -                |
| Interior Bent Caps           | 3.0  | -               | 20% <sup>1</sup> |

|                         |     |                 |                  |
|-------------------------|-----|-----------------|------------------|
| Bent Columns            | 3.0 | 5% <sup>2</sup> | 20% <sup>2</sup> |
| Bent Footings           | 3.0 | 5% <sup>2</sup> | 30% <sup>2</sup> |
| Precast Footing Soffits | 3.0 | 5% <sup>2</sup> | 30% <sup>2</sup> |

<sup>1</sup> The rate of substitution shall be 1.2 pound of pozzolan per 1.0 pound of cement

<sup>2</sup> The rate of substitution shall be 1.0 pound of pozzolan per 1.0 pound of cement

### Movable Span

The Design-Build Team shall design and construct the swing span in accordance with the requirements herein and the Minimum Technical Requirements.

Alternative Technical Concepts proposing a movable span design other than a swing span will not be permitted.

The swing span truss shall be a structural truss. Alternative Technical Concepts proposing a faux truss or aesthetic truss for the swing span will not be permitted.

### Mass Concrete

Mass Concrete shall be defined and shall be in accordance with the NCDOT Structure Management Unit *Mass Concrete* Project Special Provision.

### Structure Removal

In accordance with the 2012 NCDOT *Standard Specifications for Roads and Structures*, The Design Build Team shall remove and dispose the following existing structures:

- Bridge No. 8 and associated bridge tender's house on US 17 Business over Perquimans River
- Structure No. O84 - US 17 Business Causeway pavement on piles
- Structure No. O85 - US 17 Business Causeway pavement on piles
- Structure No. O87 - US 17 Business Causeway pavement on piles
- All existing pile supported concrete roadway sections in causeway as described in the Roadway Scope of Work found elsewhere in this RFP

In accordance with the *Asbestos Assessment for Bridge Demolition and Renovation Activities* Project Special Provision located on the Structures Management Unit's website, the Design-Build Team is cautioned that the aforementioned bridge, bridge tender's house, and structures require an asbestos survey / inspection prior to demolition.

The Design-Build Team is cautioned that the aforementioned bridge may be coated with red lead paint. In accordance with the 2012 NCDOT *Standard Specifications for Roads and Structures*, the Design-Build Team shall handle, remove, ship, and dispose of all red lead painted elements.

## General

The Design-Build Team's primary Structure design firm shall be on the Department's list of firms qualified for structure design and maintain an office in North Carolina. The movable span structure design firm, whether the prime or a subconsultant, shall be prequalified for Work Code 00329, "Electrical and Mechanical Design for Movable Bridge Systems".

Alternate details or construction practices (such as those employed by other states, but not standard practice in NC) are subject to Department review and approval and will be evaluated on a case by case basis. Use of Florida Department of Transportation Prestressed Florida I-Beams (FIB), the Prestressed Concrete Committee for Economic Fabrication (PCEF) prestressed concrete girders, and Modified Bulb Tee girders will be allowed. However, the structural details associated with the aforementioned items, including but not limited to, mild reinforcing and reinforcing cover, 1) shall be subject to Department review and acceptance post-award; and 2) shall be in accordance with Section 12-12 of the *Structure Management Unit Manual*.

## Applicable Codes, Manuals and Specifications

Unless noted otherwise elsewhere in this RFP, the design, construction and materials shall be in accordance with the latest edition, including all interims and / or errata, of the documents noted below that are effective on the Design-Build Proposal submittal date:

- NCDOT *Structure Management Unit Manual* (including policy memos)
- NCDOT Bridge Policy Manual
- 2012 NCDOT *Standard Specifications for Roads and Structures*
- NCDOT Structure Management Unit Project Special Provisions
- NCDOT LRFD Driven Pile Foundation Design Policy
- NCDOT Structure Management Unit Standard Drawings
- **\*\*Note\*\* Deleted NCDOT *Standard Specifications For Roads and Structures* duplication**
- AASHTO LRFD Bridge Design Specifications (with exceptions noted in the NCDOT *Structures Management Unit Manual*)
- AASHTO LRFD Movable Highway Bridge Design Specifications
- AASHTO LRFD Bridge Construction Specifications
- AASHTO Guide Specifications for Bridges Vulnerable to Coastal Storms
- AASHTO Guide Specifications for Vessel Collision Design of Highway Bridges
- North Carolina State Building Code
- NFPA 101: Life Safety Code
- Minimum Technical Requirements

For all proposed work that is not adequately covered by the applicable codes, manuals, or other specifications, the Design-Build Team shall provide Special Provisions for review and acceptance prior to incorporation.



**GEOTECHNICAL ENGINEERING SCOPE OF WORK** (5-19-17)**I. GENERAL**

The Design-Build Team shall provide all geotechnical data, tests, computations and supporting subsurface investigations and documentation in English Units.

Obtain the services of a firm prequalified for geotechnical work by the NCDOT Geotechnical Engineering Unit at:

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

The prequalified geotechnical firm shall prepare foundation design recommendation reports for use in designing structure foundations, roadway foundations, retaining walls, and temporary structures.

The Engineer of Record who prepares the foundation design recommendation reports shall be a Professional Engineer registered in the State of North Carolina who has completed a minimum of three geotechnical design projects of scope and complexity similar to that anticipated for this project using the load and resistance factor design (LRFD) method and in accordance with the AASHTO *LRFD Bridge Design Specification* effective on the Technical Proposal submittal date.

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

A minimum of one standard penetration test (SPT) / rock core boring shall be required per bridge bent. All driven piles shall be located within 150 feet of an SPT / rock core boring. All drilled piers and other types of bridge foundations shall be located within 30 feet of an SPT / rock core boring. Excluding the pivot pier foundation, the Design-Build Team shall extend all borings to a depth of 15 feet or four foundation element diameters, whichever is greater, below the foundation element to show a complete subsurface profile. For the pivot pier foundation, the Design-Build Team shall extend all borings to a depth of 50 feet below the foundation element to show a complete subsurface profile. The Design-Build Team shall be responsible for obtaining the borings noted above for all bents where subsurface information is not sufficient or is warranted by variability in the geology unless the prequalified geotechnical firm submits documented justification that

the subsurface investigation provided by the NCDOT is adequate for design purposes and the justification is acceptable to the Department. Any deviations to the requirements noted above shall require acceptance from the NCDOT Geotechnical Engineering Unit prior to the foundation design submittal.

The maximum spacing between borings for retaining walls shall be 100 feet, with a minimum of two borings; one at each end of the wall. Drill borings for retaining walls a minimum depth below the bottom of the wall equal to twice the maximum wall height.

The Design-Build Team is permitted to design bridges on this project using software that accounts for the structural effects of soil / pier interaction.

## II. DESCRIPTION OF WORK

Unless noted otherwise herein, the Design-Build Team shall design foundations, embankments, slopes and retaining walls in accordance with the edition effective on the Technical Proposal submittal date of the *AASHTO LRFD Bridge Design Specifications*, *NCDOT LRFD Driven Pile Foundation Design Policy*, all applicable NCDOT Geotechnical Engineering Unit Standard Provisions, *NCDOT Structures Management Unit Manual*, and *NCDOT Roadway Design Manual*. The *NCDOT LRFD Driven Pile Foundation Design Policy* is located on the NCDOT Geotechnical Engineering Unit's website at:

**<https://connect.ncdot.gov/resources/Geological/Pages/default.aspx>**

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

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

### A. Structure Foundations

Permanent steel casings shall be required for drilled piers that are constructed in six inches or more of water. Permanent steel casings shall be required for drilled piers constructed on sloped stream banks subject to degradation from flooding.

The 100-year design scour elevations shall be equal to the 100-year hydraulic scour elevations from the structure survey report developed by the Design-Build Team and accepted by the NCDOT Hydraulics Unit.

Analyze drilled pier and pile foundations using FB-MultiPier. Design drilled piers and vertical piles with a sufficient embedment in soil and / or rock to achieve "fixity". L-Pile software may be used to set the minimum tip elevations for drilled pier and pile bent foundations.

End bent fill slopes up to 35 feet in height (defined as the difference between grade point elevation and finished grade at toe of slope) shall be 1.5:1 (H:V) or flatter. End bent fill slopes with heights greater than 35 feet shall be 2:1 or flatter. All end bent cut slopes shall be 2:1 or flatter. Design all end bent fill slopes to have a minimum factor of safety of 1.3 for global stability. Design all end bent cut slopes to have a minimum factor of safety of 1.5 for global stability. Use limit equilibrium methods, such as Modified Bishop, Simplified Janbu, Spencer, or any other generally accepted method for slope stability analysis. For both end bent cut and fill slopes, extend end bent slope protection from the toe of slope to berm and laterally extend transition to side slopes of 2.75:1 (H:V). Provide design and construction recommendations, as needed, to provide end bent slopes that meet the required global factor of safety.

## **B. Roadway Foundations**

Unless noted otherwise herein, all unreinforced proposed fill slopes, except bridge end bent slopes (Reference Section A – Structure Foundations), shall be 3:1 (H:V) or flatter. Unless the slopes are designed with adequate reinforcement to provide the required stability, all proposed soil cut slopes shall be 3:1 (H:V) or flatter. Reinforced soil slopes shall only be used if detailed design calculations and a slope stability analysis are submitted to the NCDOT Geotechnical Engineering Unit, via the Design-Build Unit, for review and acceptance prior to construction.

Bridge approach embankment settlement monitoring shall be required when a waiting period of more than one month is recommended or more than four (4) inches of settlement is calculated in the foundation design recommendation reports developed by the Design-Build Team. When bridge approach embankment monitoring is required, construct the embankment and approach fill to the proposed roadway grade prior to monitoring. In the absence of bridge approach embankment settlement monitoring, monitor approach fill settlement after the construction of the approach fill and prior to construction of the approach slab when the approach fill height exceeds 25% of total fill height. Approach fill height shall be defined as difference between proposed grade and bottom of cap elevations. Use an appropriate method to monitor settlement across the width of the embankment (from toe to toe) such as settlement gauges, surveyed stakes on finished subgrade or other methods but submit documentation describing the method and procedures to the NCDOT Geotechnical Engineering Unit, via the Design-Build Unit, for review and acceptance prior to construction of the embankment. Bridge approach embankment waiting periods shall not be ended until less than one (1) inch of the anticipated settlement remains and less than 0.10 inch of settlement is measured over a period of four weeks. **Do not construct end bent caps until after bridge approach embankment waiting periods are complete.**

Design and construct roadway embankments such that no more than two (2) inches of settlement shall occur following pavement construction. Roadway embankment settlement monitoring shall be required for locations when a total

settlement of more than six (6) inches is calculated in the roadway foundations design recommendation report developed by the Design-Build Team. Where computed settlement is greater than six (6) inches, monitor settlement across the width of the embankment at maximum spacing interval of 250 feet by settlement gauges or other approved methods. Submit documentation describing the method and procedures to the Geotechnical Engineering Unit, via the Design-Build Unit, for review and acceptance prior to construction of the embankment. Roadway embankment waiting periods shall not be ended until less than two (2) inches of settlement is anticipated following pavement construction and less than 0.10 inch of settlement is measured over a period of four weeks.

Soil improvement techniques to mitigate long term settlement problems or to transfer the embankment load to a deeper bearing stratum are allowed outside the limits of the proposed bridge shown on the Preliminary Roadway Plans provided by the Department. Soil improvement techniques shall follow the current industry standard practices and the guidelines of *Ground Improvement Methods FHWA publication NHI-04-001* or *Geosynthetic Design and Construction Guidelines FHWA-HI-95-038*.

Except where existing pavement is to be retained, undercut all unsuitable or unstable soils to the extent that is required to improve the stability of embankments or subgrades. At a minimum, undercut unsuitable soils to a depth of three feet below subgrade.

Document and provide spring boxes or other subsurface drainage features for all springs located under proposed fill sections.

Reinforced bridge approach fills shall be required for end bents on all bridges except when mechanically stabilized earth (MSE) retaining walls are used at bridge end bents.

### **C. Permanent Retaining Wall Structures**

Walls adjacent to streams / rivers shall be designed for scour. Walls shall bear or extend at least five feet below the geotechnically-adjusted scour elevation.

For design and construction of mechanically stabilized earth (MSE) retaining walls, refer to the NCDOT *Policy for Mechanically Stabilized Earth Retaining Walls* which can be found at the NCDOT Geotechnical Engineering Unit's website at:

**<https://connect.ncdot.gov/resources/Geological/Pages/Products.aspx>**

Construct MSE walls using coarse aggregate if groundwater is above the bottom of the wall. Provide subsurface drainage at the back of the reinforced volume for all MSE retaining walls.

With the exception of gravity walls, design and construct permanent retaining walls in accordance with the applicable NCDOT Geotechnical Engineering Unit *Project Special Provisions*, which can be provided upon request by the Design-Build Team. Geotechnical Provisions and Notes can be found at the NCDOT Geotechnical Engineering Unit's website at:

**[https://connect.ncdot.gov/resources/Geological/Pages/Geotech\\_Provisions\\_Notes.aspx](https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Provisions_Notes.aspx)**

With the exception of gravity walls, submit a wall layout and design for each retaining wall. At a minimum, the wall layout submittal shall include the following:

- Wall envelope with top of wall, bottom of wall, existing ground 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)

Gravity walls shall be designed and constructed in accordance with the NCDOT Structure Standard Drawings and the 2012 NCDOT *Standard Specifications for Roads and Structures*. Gravity walls shall be identified in the roadway foundation design recommendations report developed by the Design-Build Team. Cast-in-place cantilever walls shall be designed and constructed in accordance with the 2012 NCDOT *Standard Specifications for Roads and Structures*. Conceptual wall layouts and wall designs shall be submitted to the NCDOT for review and acceptance prior to construction.

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

Drainage over the top of retaining walls shall not be allowed. Sags in the top of walls shall not be permissible. Direct runoff above and below walls away from walls, if possible, or collect runoff at the walls and transmit it away. Appropriate drainage, in the Department's sole discretion, shall be provided at all retaining walls. Curb and gutter or cast-in-place single faced barrier with paving up to the wall shall be required when runoff cannot be directed away from the back or front of the wall. In accordance with the NCDOT Roadway Design Manual – Section 6-7A, Figure 3, the Design-Build Team shall design and construct a paved

concrete ditch with a minimum 12-inch depth at the top of all retaining walls, and a four-foot bench between the wall and fill / cut slopes steeper than 6:1.

Precast or cast-in-place coping shall be required for walls without a cast-in-place face, with the exception of when a barrier is integrated into the top of the wall. Extend coping or cast-in-place face a minimum of 12 inches above where the finished or existing grade intersects the back of the wall.

For all proposed walls and existing walls to be retained, a fence shall be required on top of the facing, coping or barrier or immediately behind the wall, if there is no slope behind the wall.

Deep foundations shall be used for end bents when abutment retaining walls are employed. When using abutment retaining walls, design and construct the end bent and the wall independent of each other. When using abutment retaining walls, the end bent foundation shall be designed and constructed with one of the following deep foundations: (1) a single row of plumb piles with brace piles battered toward the wall, (2) a single row of plumb piles with MSE reinforcement connected to the back of the cap, (3) integral abutment with a single row of plumb piles and no reinforcement connected to the back of the cap in accordance with FHWA GEC 11 pages 6-8 through 6-10, or (4) drilled piers. Regardless of foundation type, the abutment wall shall be designed to satisfactorily resist the additional pressure resulting from lateral foundation displacement. Wing walls independent of abutment retaining walls shall be required unless accepted otherwise by the NCDOT. Do not consider lateral support from any fill placed around drilled piers behind abutment retaining walls when analyzing end bent stability. All pile foundations for end bents with abutment retaining walls shall penetrate a minimum of ten feet into natural ground.

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

Design temporary retaining structures, which include earth retaining structures and cofferdams, in accordance with current allowable stress design AASHTO *Guide Design Specifications for Bridge Temporary Works*, the *Temporary Shoring* Standard Special Provision found elsewhere in this RFP and the applicable NCDOT Project Special Provisions available upon request by the Design-Build Team. The only submittal required to use the standard sheeting design is the “Standard Shoring Selection Form”.

Traffic control barrier on top of walls shall be in accordance with the NCDOT Work Zone Traffic Control Unit details available upon request by the Design-Build Team. If anchored barrier is required, then anchor the barrier in accordance with 2012 NCDOT Roadway Standard Drawing No. 1170.01.

### III. CONSTRUCTION REQUIREMENTS

All construction and materials shall be in accordance with the 2012 NCDOT *Standard Specifications for Roads and Structures* and current NCDOT Project Special Provisions, unless stated otherwise elsewhere in this Scope of Work. The Design-Build Team shall investigate, propose and incorporate remedial measures for any construction problems related to the following:

- Foundations
- Retaining walls
- Subgrades
- Settlement
- Slopes
- Construction vibrations

The NCDOT Geotechnical Engineering Unit shall review and accept these proposals prior to incorporation.

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

The Design-Build Team shall be responsible for any damage and / or claim caused by construction, including but not limited to damage caused by vibration (see Article 107-14 of the 2012 NCDOT *Standard Specifications for Roads and Structures*). The Design-Build Team shall perform pre- and post-construction condition inventories and construction vibration monitoring of all subsurface utilities and residential and commercial structures located within 200 feet of the mainline project limits in the Historic District and within 100 feet of the mainline project limits in all other areas. The Design-Build Team shall be responsible for deciding what additional, if any, pre- and post-construction monitoring and inventories need to be conducted to satisfy their other liability concerns. The peak particle velocities (PPV) at any utility or structure shall not exceed the “Alternative Blasting Level Criteria” from Appendix B of the *U.S. Bureau of Mines Report of Investigations 8507*. The vibration monitoring for subsurface utilities may be performed on the ground surface. Any monitoring and inventory work shall be performed by a prequalified private engineering firm experienced in the effects of construction on existing structures. Upon project award, the Design-Build Team shall provide a list of their Vibration Monitoring Consultant(s) for review. The Design-Build Team shall develop a vibration monitoring plan for review and acceptance prior to beginning construction and provide pre-construction inventories to the NCDOT Geotechnical Engineering Unit, via the Design-Build Unit, for review and acceptance at least five (5) business days prior to beginning construction within proximity of the subject structures or utilities. The Design-Build Team shall provide vibration monitoring records to the Resident Engineer within 24 hours when the PPV exceeds 0.5 inch per second. Otherwise, provide vibration monitoring records to the Resident Engineer weekly.

The prequalified geotechnical firm that prepared the foundation designs shall review the settlement monitoring data a minimum of once a month and issue a letter prior to releasing the embankment or approach fill from monitoring. Monitoring shall not be ended until less than 0.10 inch of settlement is measured over a period of four weeks. Submit the settlement monitoring data to the Design-Build Unit for review and acceptance prior to issuing the release letter.

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

The prequalified geotechnical firm that prepared the original foundation designs shall perform any changes to the foundation designs. All changes shall be based upon additional information, subsurface investigation and / or testing. Send copies of revised designs, including additional subsurface information, calculations and any other supporting documentation, sealed by a professional engineer registered in the State of North Carolina, to the NCDOT for review and acceptance prior to beginning construction.

Prior to Pile Driving Analyzer (PDA) testing, perform hammer approvals with GRLWEAP Version 2010 or later and in accordance with the NCDOT LRFD Driven Pile Foundation Design Policy. The foundation design firm or PDA consultant shall develop pile driving inspection charts or tables, based upon PDA testing and CAPWAP analysis, if applicable, for acceptance by the NCDOT prior to pile installation.

Install piles in accordance with Section 450 of the 2012 NCDOT *Standard Specifications for Roads and Structures* and the *Piles* Project Special Provision located on the NCDOT Geotechnical Engineering Unit's website. Prequalification of contractors is not required for pile excavation or drilled-in pile holes that are 30 inches in diameter or less. Class A concrete or grout shall be required to backfill holes for drilled-in piles.

Perform PDA testing, provide PDA reports, and develop pile driving inspection charts or tables in accordance with Section 450 of the 2012 NCDOT *Standard Specifications for Roads and Structures* and the *Piles* Project Special Provision located on the NCDOT Geotechnical Engineering Unit's website, except that pile driving inspection charts or tables may be provided by the PDA consultant or the foundation design engineering firm. For each permanent bridge that includes driven pile bents or driven pile footings, perform a minimum of one (1) PDA test (dual bridges are counted as one structure) for each pile size, pile type (material or shape) and pile driving hammer combination. Additional PDA tests may be required based upon the AASHTO *LRFD Bridge Design Specifications*. If the bridge length with driven pile foundations is longer than 400 feet, perform an additional PDA test at every 400-foot interval. Provide additional PDA testing for any revisions to pile type, size or hammer previously approved. The locations of specific piles to be tested must be accepted by the NCDOT prior to any PDA test.



### **Axial and Lateral Demonstration Test Pile Program**

If piles are proposed for any interior bent foundation elements, the Design-Build Team shall install a minimum of two demonstration test piles typical of production piles prior to beginning production pile installation. Both demonstration test piles shall be located in the Perquimans River, within the proposed right of way, and between mainline Station 28+50 and Station 32+00. Test piles must be at least five diameters apart.

The demonstration test pile program shall not be performed on production foundation elements. However, test piles for the demonstration test pile program shall be the same type (material, diameter, approximate length, installation method, etc.) as production piles. Any foundations or foundation elements used for the demonstration test pile program must be removed to the greatest extent practicable and in accordance with all permit requirements. Submit plan sheets and / or shop drawings and concrete mix designs for fabrication of demonstration piles a minimum of four weeks prior to fabrication of demonstration piles for review and acceptance. Submit demonstration test pile installation procedures, locations, and schedules to the NCDOT Design-Build Unit and the Geotechnical Engineering Unit a minimum of four weeks prior to initiating the demonstration test pile program for review and acceptance.

Test piles shall be installed in the manner to be utilized on production piles. Perform Pile Driving Analyzer (PDA) testing on test piles. At a minimum, perform a PDA testing on each demonstration test pile at the end of initial drive, at the beginning of restrikes at four hours, 24 hours, and seven days after the end of initial drive.

After PDA testing is complete, test the piles by loading them laterally in accordance with ASTM D3966. Include inclinometer readings along the length of the piles during testing to determine the deflected shape of the piles.

The Design-Build Team shall submit the final report from the demonstration test pile program to the NCDOT Geotechnical Engineering Unit, via the Design-Build Unit. The Department shall review and accept the final report prior to the Design-Build Team beginning production pile installation.

For drilled piers, the following additional requirements shall apply:

1. Use current NCDOT inspection forms for drilled piers available on the NCDOT Geotechnical Engineering Unit's webpage. Construct and inspect drilled piers in accordance with Section 411 of the 2012 NCDOT *Standard Specifications for Roads and Structures* and the *Drilled Piers* Project Special Provision located on the NCDOT Geotechnical Engineering Unit's website.
2. The Department will inspect drilled piers using the Shaft Inspection Device (SID) for any pours using the wet method of concrete placement and for any drilled pier excavations that cannot be visually inspected or have remained open longer than 24 hours that cannot be dewatered due to unstable soil or rock.

3. The Design-Build Team shall notify Matt Hilderbran, PE by e-mail (mrhilderbran@ncdot.gov) a minimum of five days prior to required SID testing, followed by a confirmation two days prior to required SID testing. The Design-Build Team shall notify Matt Hilderbran of all SID testing cancellations as soon as possible at the e-mail address noted above and at (919) 329-4015.
4. Install Crosshole Sonic Logging (CSL) tubes in all drilled piers. CSL test a minimum of 25% of drilled piers at each bridge or one per bent, whichever is greater. If a CSL test identifies any defect in the drilled pier, the Department has the right to request additional CSL testing as needed. The Department will determine which piers will be CSL tested. Submit CSL test information and results to the Geotechnical Engineering Unit, via the Design-Build Unit, for review and acceptance.
5. Drilled pier tip elevations shall not be changed during construction unless the prequalified geotechnical firm that prepared the bridge foundation design redesigns the drilled pier from either an SPT / rock core boring, performed in accordance with ASTM standards at the subject pier location, or observations of the drilled pier excavation. If a drilled pier is designed based on a boring, do not drill a boring inside an open drilled pier excavation. Locate the boring within three pier diameters of the center of the subject pier and drill to a depth of two pier diameters below the revised tip elevation. If a drilled pier is redesigned based upon observations of the drilled pier excavation, the geotechnical engineer of record shall be present during the excavation to determine the actual subsurface conditions.

### **Axial Demonstration Test Shaft Program**

If drilled piers are proposed for any interior bent foundation elements, one load test drilled pier shall be constructed pursuant to the methodology proposed for the production drilled piers. Drilled pier axial compressive load tests shall be conducted pursuant to ASTM D-1143 Quick Test (Loading procedure A). In lieu of ASTM axial compressive load tests, Osterberg O-cell load tests may be performed on drilled piers in accordance with the procedures specified in Chapter 18 of the Federal Highway Administration manual on *Drilled Shafts: Construction Procedures and LRFD Design Methods* (Report No. FHWA\_NHI-10-016, dated May 2010). The axial compressive load tests shall be performed to failure, which shall be defined as axial movement equivalent to a distance of 5% of the drilled pier diameter or more at the top of the drilled pier.

Locate demonstration test shaft in the Perquimans River, within the proposed right of way, and between mainline Station 28+50 and Station 32+00.

The Design-Build Team shall submit the final report from the demonstration test shaft program to the NCDOT Geotechnical Engineering Unit, via the Design-Build Unit. The

Department shall review and accept the final report prior to the Design-Build Team beginning production drilled pier installation.

**HYDRAULICS SCOPE OF WORK** (5-26-17)**Project Details**

- The Design-Build Team shall employ a private engineering firm to perform hydraulic design for all work required under this contract. The private engineering firm must be prequalified for Tier II hydraulic design work under the Department's normal prequalification procedures prior to the Technical Proposal submittal date.
- The Design-Build Team shall hold a pre-design meeting with the Design-Build Unit and Hydraulics Review Engineer upon acceptance of the Preliminary Roadway Plans developed by the Design-Build Team.

**Storm Drainage System Design**

- The Design-Build Team shall design all storm drainage systems using Geopak Drainage.
- All system improvements shall be contained within the right of way. The Design-Build Team shall provide an outflow of a closed system within the right of way limits during overcapacity periods where downstream systems are found to be hydraulically deficient.
- The Design-Build Team shall use a minimum ditch grade of 0.3% and avoid constructing ditches in wetlands.
- At a minimum, the Design-Build Team shall install traffic bearing grated drop inlets with steel frames and flat steel grates at the following locations:
  - Within a temporary travel lane
  - Within four feet of a temporary and / or permanent travel lane

**Hydrology**

- The Design-Build Team shall develop all discharges based upon future build-out land use projections. At a minimum, the Design-Build Team shall document existing and future watershed conditions, associated variables with hydrologic method, and data sources in the Technical Proposal.
- If appropriate for the drainage area, the Design-Build Team shall use the USGS Scientific Investigations Report 2014-5030 (*Methods for Estimating the Magnitude and Frequency of Floods for Urban and Small, Rural Streams in Georgia, South Carolina and North Carolina*, 2011) for determining storm discharges, in lieu of the USGS Water-Resources Investigations Report 96-4084 (*Estimation of Flood-Frequency Characteristics of Small Urban Streams in North Carolina*).

- The Design-Build Team shall not include the effects of storage when computing discharges for hydraulic design and analysis.

### Hydraulic Spread

- Excluding exclusive turn lanes and bridges, the hydraulic spread shall not encroach into an operational permanent or temporary lane beyond the limits noted in Section 10.3 of the current *Guidelines for Drainage Studies and Hydraulics Design*, including all addenda, memos and revisions.
- The hydraulic spread shall not encroach more than a distance that equals half the lane width into an operational permanent or temporary exclusive turn lane.
- The Design-Build Team shall analyze spread for all bridges identified in the Structures Scope of Work found elsewhere in this RFP and, as necessary, provide mitigation that eliminates spread in a travel lane during a four-inch per hour storm event. If required, the Design-Build Team shall adhere to the bridge drainage system requirements noted below:
  - The Design-Build Team shall design bridge drainage without the use of Bridge Scuppers (open-grated inlets). If deck drains are used on the bridge, they shall be vertical pipes at the flow line through the deck with no elbow and shall be consistent with that shown in the current NCDOT Stormwater Best Management Practices Toolbox. A closed drainage system will not be allowed.
  - The Design-Build Team shall use 4” deck drains adjacent to pedestrian facilities.
  - The maximum allowable deck drain spacing shall be 12-foot on center.

### Bridge

- In accordance with the Hydraulic Guidelines noted below, the Design-Build Team shall provide a Bridge Survey Report for the Department’s review and acceptance.
- In accordance with FHWA’s publications HEC-18 (Evaluating Scour at Bridges) and HEC-25 (Highways in the Coastal Environment), the Design-Build Team shall perform scour analyses. If vertical abutments are proposed, the Design-Build Team shall provide abutment scour calculations, in accordance with HEC-18, for the Department’s review and acceptance. The Design-Build Team shall perform scour analyses for the proposed final bridge design for the 100-year storm. Data from the January 2013 *NCDOT Bridge Superstructure Level III Wave Vulnerability Study Final Report* was used to develop the March 16, 2017 *R-4467 Level III Wave Study Data for Coastal Bridge* spreadsheet provided by the Department. The Design-Build Team may use the aforementioned spreadsheet to develop the scour analyses. If the Design-Build Team elects to use the March 16, 2017 *R-4467 Level III Wave Study Data for Coastal Bridge* spreadsheet, the Design-Build Team will not be required to perform additional two-dimensional (2D) flow modeling. If the Design-Build Team does not use the aforementioned spreadsheet, the Design-Build Team 1) shall develop a new 2D Flow Model

for the Perquimans River to determine scour velocities and 2) must be experienced in two-dimensional (2D) flow modeling. At a minimum, the 2D Flow Model shall include the following:

- Cross-sections, soundings, etc.
- Water velocities and elevation survey for 2D Flow Model calibration information
- Field reconnaissance and supplemental surveys
- Boundary condition determination
- 2D Flow Model to determine velocities for bridge scour calculations and vessel impact
- Analyses that investigate not only the magnitude of flow velocities but also the likely flow directions and their effects on scour and vessel impact
- Report of facts, findings and conclusion of the 2D Flow Model

The Design-Build Team shall indicate if they will develop a new 2D Flow Model in the Technical Proposal. If the Design-Build Team elects to develop a new 2D Flow Model, the Design-Build Team shall also indicate previous relative two-dimensional (2D) flow modeling experience in the Technical Proposal.

### **Stormwater Management**

- In accordance with the NCDOT Stormwater Best Management Practices Toolbox and the NCDOT Post-Construction Stormwater Program, effective on the Technical Proposal submittal date, the Design-Build Team shall develop a Stormwater Management Plan that, at a minimum, demonstrates the following:
  - To the maximum extent practicable, stormwater runoff shall be diverted away from surface waters.
  - To the maximum extent practicable, on-site stormwater control measures shall be employed to minimize water quality impacts. The Design-Build Team may utilize the existing US 17 Business / NC 37 causeway to provide treatment of stormwater runoff from the proposed bridge.
  - 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 increases associated with the build-out condition discharge and take appropriate action to ensure that any increases are appropriately mitigated.

## Box Culverts and Pipes

- For all existing and proposed box culverts and pipes, 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.
- 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*.
- Revise the *Guidelines for Drainage Studies and Hydraulic Design* as follows:

### **Appendix C - NCDOT Hydrologic Charts, Procedure for Urban Watershed**

If DA>100 acres; C200.3 is not applicable

- 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 system improvements shall be contained within the right of way. The Design-Build Team shall provide an outflow of a closed system within the right of way limits during overcapacity periods where downstream systems are found to be hydraulically deficient.
- Throughout the project limits, the Design-Build Team shall analyze all existing box culverts and pipes within the existing / proposed right of way for hydraulic and structural deficiencies. Using the hydraulic discharges for the future build-out land use projections, box culverts and pipes 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 requirement 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 box culverts and / or pipes and 2) all hydraulically and structurally deficient box culverts and / or pipes, including but not limited to replacement. For major hydraulic crossings (crossings with a total waterway opening of 30 square feet or greater), the Design-Build Team shall remove and replace all hydraulically, or hydraulically and structurally, deficient box culvert(s) and or / pipe(s). Inlet improvements outside the right of way shall not be allowed to mitigate for hydraulically deficient box culverts and / or pipes. Based on future build-out land use discharges, the Design-Build Team shall identify all hydraulically deficient box culverts and / or pipes and note their proposed mitigation in the Technical Proposal.

- To ensure that all cross pipes that are retained for drainage purposes are structurally sound, 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. 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 2012 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 2012 NCDOT *Standard Specifications for Roads and Structures*.

### **Permit Coordination**

- The Design-Build Team shall conduct an interagency hydraulic design review meeting and an interagency permit impacts meeting prior to submittal of the environmental permit application. These meetings shall adhere to the Concurrence Point 4B and Concurrence Point 4C requirements, respectively, of the Merger Process used by the environmental agencies and the Department to obtain environmental permits. (Reference the Environmental Permits Scope of Work found elsewhere in this RFP.) All work resulting from the design and permit review meetings shall be the Design-Build Team's responsibility. A minimum of five weeks prior to the appropriate interagency meeting, the Design-Build Team shall provide 1) hydraulic plans and 2) permit drawings, calculations, and impact sheets for the USACE Sections 404 and 10 Permits, the NCDWR Section 401 Certification, and the NCDCM CAMA Permit to the Design-Build Unit. The Design-Build Team shall take minutes of the interagency meetings and provide them to the Department within three business days of the aforementioned meetings.

### **General**

- The Design-Build Team's design shall be in accordance with the information on the following website, the version of the following references effective on the Technical Proposal submittal date, and the contract requirements contained herein:
  - The North Carolina Division of Highways Hydraulics Unit website:  

**<https://connect.ncdot.gov/resources/hydro/pages/default.aspx>**
  - The North Carolina Division of Highways *Guidelines for Drainage Studies and Hydraulic Design*, including all addenda, memos and revisions
  - The NCDOT *Best Management Practices for Construction and Maintenance Activities*



- The NCDOT *Stormwater Best Management Practices Toolbox*
- The NCDOT *Post-Construction Stormwater Program*

In case of conflicting design parameters, and / or ranges, in the various resources, the proposed design shall adhere to the *Guidelines for Drainage Studies and Hydraulic Design*, including all addenda, memos and revisions, unless noted otherwise elsewhere in this RFP.

- The Design-Build Team shall be use the following (NAVD 88) elevations for the water surface elevations referenced throughout this RFP and the Minimum Technical Requirements:
  - 100-year flood elevation: 7.4 feet
  - Mean high water surface elevation: 0.1 feet
  - Mean low water surface elevation: -0.4 feet

**ENVIRONMENTAL PERMITS SCOPE OF WORK** (5-18-17)**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 (1) the US Coast Guard (USCG) Bridge Permit; and (2) the US Army Corps of Engineers (USACE) Section 404 Permit, the USACE Section 10 Permit (Rivers and Harbors Act), the NC Department of Environmental Quality, Division of Water Resources (NCDWR) Section 401 Water Quality Certification, and the Division of Coastal Management (DCM) Coastal Area Management Act (CAMA) Major Development 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 have been issued (this does not include investigative borings covered under a Nationwide Permit No. 6 and utility relocation work outside jurisdictional resources noted below).

The Design-Build Team shall coordinate with the Design-Build Unit to determine if a Preconstruction Notification (PCN) is required for the Nationwide Permit No. 6. If a PCN is required, the Design-Build Team shall submit all necessary documents and forms to the 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 DCM Field Representative for Transportation Projects has given written approval.

The Design-Build Team may begin utility relocation work prior to obtaining the aforementioned permits provided that (1) the Department is notified in writing and provides approval prior to beginning work; (2) such activities are outside jurisdictional resources; (3) a meeting is held with the Department and permitting agencies prior to beginning work, if necessary.

The Department will allow no direct contact between the Design-Build Team and representatives of the environmental agencies. No contact between the Design-Build Team and the environmental agencies shall be allowed either by phone, e-mail or in person, without representatives of the Department's Natural Environment Section (NES) - Environment Coordination and Permitting Group (ECAP) or the Division's Environmental Officer present. A representative from the Design-Build Unit shall be included on all correspondence.

Project R-4467 is no longer in the Merger Process used by the environmental agencies and the Department to obtain environmental permits. Before removing the project from the Merger Process, the Department obtained all necessary concurrence up to, and including, Concurrence Point 2A. On Non-Merger Projects, the Department has committed to coordination efforts with the environmental agencies. Thus, the Design-Build Team shall participate and present

information for an interagency hydraulic design review meeting and an interagency permit impacts meeting. These meetings shall adhere to the Concurrence Point 4B and Concurrence Point 4C requirements of the Merger Process used by the environmental agencies and the Department to obtain environmental permits. Specifically, the Design-Build Team shall follow the appropriate details on the Merger Information website referenced below:

**<https://connect.ncdot.gov/resources/Environmental/Pages/Merger.aspx>**

Any variations in the Department's proposed design and / or construction methods that nullify any 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.

Unless stipulated otherwise in the Technical Proposal, the Department will schedule the interagency hydraulic design review meeting and the interagency permit impacts meeting for February 2018 and May 2018, 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 interagency / concurrence meetings. The Design-Build Team 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.

**Permit Application Process and Timeframe for all Permits except the Nationwide Permit No. 6 for Geotechnical Investigations and the US Coast Guard Bridge Permit**

It shall be the Design-Build Team's responsibility to acquire information and prepare permit drawings that reflect the impacts and minimization efforts resulting from the aforementioned interagency hydraulic design review meeting and interagency permit impacts meeting, and from the project as designed by the Design-Build Team. Further, it shall be the Design-Build Team's responsibility to provide these permit impact sheets (drawings) depicting the design and construction details to the Department as part of the permit application. The Design-Build Team shall be responsible for developing the permit application for all jurisdictional impacts, including but not limited to CAMA Areas of Environmental Concern (AEC). The permit application shall

include all utility relocations required by the project. At a minimum, the permit application shall consist of the following:

- Cover Letter
- Completed forms (Section 404, ENG 4345, CAMA, PCN, etc.) appropriate for impacts
- Division of Mitigation Services Acceptance Letter
- Minutes from the interagency hydraulic design review meeting and the interagency permit impacts meeting
- Stormwater Management Plan
- Permit drawings with and without contours and, if necessary, utility drawings with and without contours
- Wetland Permit Impact Summary Sheets
- Half-size plans
- Mitigation Plan (if required by the Design-Build Team's design and / or construction methods)
- Adjacent riparian landowner letters (NCDOT will mail the letters)

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

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

Direct coordination between the Design-Build Team, the Design-Build Unit, Resident Engineer, Division Environmental Officer (DEO) and the Department's Natural Environment Section (NES) shall be necessary to ensure proper permit application development. Upon completion of the draft permit application, the Design-Build Team shall concurrently forward the permit application to the Design-Build Unit, Resident Engineer, Division Environmental Officer, Hydraulics Unit and NES for review and approval. After all revisions are complete, the Department will subsequently forward the permit application to the appropriate environmental agencies.

Any temporary construction measures, including de-watering, construction access, etc. shall be addressed in the permit application. Impacts that result from so-called temporary measures may not be judged to be temporary impacts by the environmental agencies. These issues shall be addressed by the Design-Build Team and reviewed by NES prior to the interagency hydraulic design review meeting and the interagency permit impacts meeting; and resolved with the environmental agencies during the aforementioned meetings.

The Design-Build Team shall clearly indicate the location of and impacts of haul roads and utility relocations in jurisdictional areas. The Design-Build Team shall also identify all proposed borrow and waste sites. Further, the Design-Build Team shall describe the construction methods

for all structures. The temporary impact descriptions (haul roads, utility relocations, work bridges, etc.) shall include restoration plans, schedules and disposal plans. The aforementioned information, descriptions and details shall be presented during the interagency hydraulic design review meeting and the interagency permit impacts meeting, and be included in the permit application.

The NCDOT hereby commits to ensuring, to the greatest extent practicable, that the footprint of the impacts in areas under the jurisdiction of the Federal Clean Water Act will not be increased during the Design-Build effort. In accordance with the Department of Water Resources' NCG 010000, all fill material shall be stabilized and maintained to prevent sediment from entering adjacent waters or wetlands. The Design-Build Team shall be responsible for ensuring that the design and construction of the project will not impair the movement of aquatic life.

Requests made for modifications to the permits obtained by the Design-Build Team shall only be allowed if the Engineer determines it to be in the best interest of the Department and shall be strongly discouraged. The Design-Build Team shall not take an iterative approach to hydraulic design issues. Prior to submitting the permit application, the hydraulic design shall be complete and accepted by the Department.

The Design-Build Team should expect it to take up to 12 months to accurately and adequately complete all designs necessary for the permit application, submit the permit application to the Department, and obtain permit approvals from the environmental agencies. Environmental agency review time will be approximately 120 days from receipt of a "complete" permit application. No requests for additional contract time or compensation will be allowed if the permits are obtained within this 12-month period. With the exception of location and survey work, utility relocation work outside jurisdictional resources that adhere to the aforementioned requirements, permitted investigative borings covered under a Nationwide Permit No. 6 and / or Preconstruction Notification secured by the Design-Build Team, no mobilization of personnel, materials, or equipment for site investigation or construction of the project shall occur prior to obtaining the permits (either within the 12-month period or beyond the 12-month period). The Department will not honor any requests for additional contract time or compensation, including idle equipment or mobilization or demobilization costs, for the Design-Build Team mobilizing personnel, materials (or ordering materials), or equipment prior to obtaining all permits. The Department will consider requests for contract time extensions for obtaining the permits only if the Design-Build Team has pursued the work with due diligence, the delay is beyond the Team's control, and the 12-month period has been exceeded. If time were granted it would be only for that time exceeding the 12-month period. This 12-month period is considered to begin on the Date of Availability as noted elsewhere in the RFP.

The Design-Build Team is advised herein that the approximate timeframes listed above for the DCM, NCDWR, and the USACE to review a permit application begin only after a fully complete and 100% accurate submittal.

### **Permit Application Process and Timeframe for the US Coast Guard Bridge Permit**

The Design-Build Team should expect it to take a minimum of six months for the issuance of a US Coast Guard (USCG) Bridge Permit after the CAMA Major Development Permit has been received. No requests for additional contract time or compensation will be allowed if the USCG Bridge Permit is obtained within this six-month period. The Department will consider requests for contract time extensions for obtaining the USCG permit only if the Design-Build Team has pursued the work with due diligence, the delay is beyond the Team's control, and the six-month period has been exceeded. If time were granted it would be only for that time exceeding the six-month period. This six-month period is considered to begin on the date the CAMA Major Development Permit has been received or a fully complete and 100% accurate USCG Bridge Permit application is submitted, whichever is later.

If the Design-Build Team begins work outside the limits of the proposed Perquimans River Bridge prior to issuance of the USCG Bridge Permit, the Design Build Team shall assume all risks associated with this work. The Department will not honor any requests for additional contract time or compensation for any efforts associated with beginning construction activities prior to issuance of the USCG Bridge Permit, including but not limited to idle equipment; mobilization / demobilization costs for the Design-Build Team mobilizing personnel, equipment, materials (or ordering materials); additional design effort; additional construction effort; and / or additional coordination and approvals. The Design-Build Team shall indicate in the Technical Proposal if they intend to begin work outside the limits of the proposed Perquimans River Bridge prior to issuance of the USCG Bridge Permit.

Prior to submitting the application for the US Army Corps of Engineers (USACE) Section 404 and Section 10 Permits; the NC Department of Environmental Quality, Division of Water Resources (NCDWR) Section 401 Water Quality Certification and the Division of Coastal Management (DCM) Coastal Area Management Act (CAMA) Major Development Permit, the Design-Build Team shall meet with the USCG and representatives of the Department to coordinate the requirements associated with the project's construction activities and schedule. Throughout the project's duration, the Design-Build Team shall continue coordination activities with the USCG, through the Department. At a minimum, the coordination requirements shall include the following three distinct phases:

**Permit Acquisition** – It shall be the Design-Build Team's responsibility to acquire information and prepare the USCG Bridge Permit application. At a minimum, the permit application shall adhere to the July 2016 USCG Bridge Permit Application Guide. Prior to, or concurrent with, submitting the USCG Bridge Permit application, the Design-Build Team shall have submitted the USACE Section 404 and Section 10 Permits; the NCDWR Section 401 Water Quality Certification and the DCM CAMA Major Development Permit. At the Design-Build Team's risk, the USCG Bridge Permit application may be submitted simultaneously with the USACE Sections 404 and 10 Permits, the NCDWR Section 401 Water Quality Certification and the DCM CAMA Major Development Permit application. The Design-Build Team is cautioned that comments / conditions of the aforementioned 404 Permit, 10 Permit, 401 Certification and / or CAMA Permits may

require modifications to the USCG Bridge Permit application, resulting in potential delays. No request for additional contract time or compensation will be allowed as a result of these delays. All construction impacts, including but not limited to those associated with work bridges, falsework, staging areas and plans for the proposed bridge, shall be clearly noted and itemized in the USCG Bridge Permit application. The USCG Bridge Permit application shall be submitted to the Design-Build Unit. The Department will require 15 business days to review and comment on the application. Once all comments are resolved, the Department will submit the permit application. No construction work may begin on the proposed Perquimans River Bridge prior to receipt of the USCG Bridge Permit.

**Construction Phase** – Prior to beginning any construction activities on the proposed Perquimans River Bridge, the Design-Build Team shall provide the USCG a construction schedule for the entire bridge. During construction, the Design-Build Team shall adhere to all of the Federal Bridge Statutes Governing Bridges. These Statutes include, but are not limited to, the requirement that the Design-Build Team shall obtain written approval from the USCG for any and all waterway closures, partial closures, or potential obstructions 30 days prior to closure or obstruction. It shall be the Design-Build Team’s responsibility to accommodate all possible navigational access and obtain the aforementioned written approval. As early as possible, the Design-Build Team shall notify and coordinate with the USCG, via the Department, regarding all closures and / or obstructions. The Design-Build Team shall concurrently submit all correspondence, including but not limited to closure requests, to the USCG, the Design-Build Unit and the Resident Engineer.

**Regulatory** – The Design-Build Team shall be responsible for ensuring that construction occurs in a safe and orderly manner. The Design-Build Team shall be solely responsible for criminal penalties, regulatory fines and liability associated with negligence and / or failure to adhere to the Federal Bridge Statutes Governing Bridges.

### **USCG Navigational Lighting Plan**

Concurrent with submitting the USCG Bridge Permit application, the Design-Build Team shall develop and provide a Navigational Lighting Plan with associated cover letter for the Department’s submittal to the USCG.

### **Notable Avoidance / Minimization Details**

The following details are highlighted:

**Noise Restrictions** – The Design-Build Team shall follow all local noise ordinances with the following exception. Unless allowed by the Engineer and National Marine Fisheries Service, in writing, pile strikes shall not occur between the hours of 9:00 p.m. and 8:00 a.m.

**Moratorium** – From February 15<sup>th</sup> to June 30<sup>th</sup> of each year, an in-stream work moratorium for anadromous fish species shall be imposed for the Perquimans River. (“In-stream work” shall be defined as any activity that occurs in the Perquimans River, including any areas of standing water with an active / contiguous connection to the river)

### **Mitigation Responsibilities of the Design-Build Team**

As required by the NEPA Process and the USACE / EPA Section 404(b)(1) Guidelines, to offset potential wetland and stream impacts, the Department has reviewed the roadway project corridor for potential on-site mitigation opportunities. Since no on-site mitigation opportunities were identified, the Department will acquire the compensatory mitigation for unavoidable impacts to wetlands and surface waters due to the project construction from the NC Division of Mitigation Services. This amount of mitigation acquired will be based on impacts, as identified in the approved R-4467 FONSI.

Any changes proposed by the Design-Build Team to any design or construction details provided by the Department shall be approved by the Department prior to being submitted to the environmental agencies for their approval.

Should additional jurisdictional impacts result from revised design and / or construction methods, suitable compensatory mitigation for wetlands and surface waters shall be the sole responsibility of the Design-Build Team. Therefore, it is important to note that additional mitigation will have to be approved by the environmental agencies and such approval shall require, at a minimum, the preparation and approval of a Mitigation Plan before permits are approved and before construction may commence. To mitigate for these additional jurisdictional impacts, the Design-Build Team shall be responsible for all costs associated with acquiring suitable mitigation. Construction of any on-site mitigation shall be performed by a contractor that has successfully constructed similar on-site mitigation. In the absence of suitable on-site mitigation, the Design-Build Team shall be responsible for acquiring additional mitigation from the NC Division of Mitigation Services or an approved compensatory mitigation banking resource.

The Design-Build Team shall analyze all new areas to be impacted that have not been analyzed during the NEPA Process, including but not limited to borrow sites, waste sites, haul roads and staging areas that are located outside the project right of way. This analysis shall include performing all environmental assessments. These assessments shall require the Design-Build Team to engage the services of an NCDOT prequalified environmental consultant to conduct a full environmental investigation to include, but not be limited to, Federally Listed Threatened and Endangered Species, wetlands, streams, avoidance and minimization in jurisdictional areas, compensatory mitigation, CAMA consideration, and historical, archaeological, and cultural resources surveys in these areas. The environmental consultant shall obtain concurrence through NES, from the National Marine Fisheries Service, to document compliance with Section 7 of the *Endangered Species Act* for those species requiring such concurrence. In addition, the Design-Build Team shall identify additional mitigation required, identify the amount of time beyond the aforementioned 12-month period, and fulfill all other requirements that the environmental



agencies impose to obtain the permit. Any contract time extensions resulting from additional environmental assessments required by the Design-Build Team's design and / or construction methods impacting areas outside those previously analyzed through the NEPA Process shall be solely at the Department's discretion.

### **Commitments**

The NCDOT is committed to incorporating all reasonable and practicable design features to avoid and minimize wetland and surface water impacts; and to provide full compensatory mitigation of all remaining wetland and surface water impacts. Avoidance measures were taken during the planning and NEPA Process and minimization measures were incorporated as part of the preliminary design provided by the Department. The Design-Build Team shall incorporate these avoidance and minimization features, plus any minimization identified during the interagency hydraulic design review meeting and the interagency permit impacts meeting, into the design and / or construction methods at no additional cost or contract time extension.

All work by the Design-Build Team must be accomplished in strict compliance with the plans submitted with the permit application 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 R-4467 Environmental Assessment, the R-4467 Finding of No Significant Impact when issued, all permits, all interagency meetings, and all site visits.

If the Design-Build Team discovers any previously undocumented historic or archaeological resources while conducting the authorized work, they shall immediately suspend activities in that area and notify, in writing, the NCDOT Archaeology Group Leader 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 Jay McInnis, PE, NCDOT Project Development Engineer at (919) 707-6029.

**GEOENVIRONMENTAL SCOPE OF WORK** (3-7-17)**I. DEFINITION**

For the purpose of this scope of work, contamination / contaminants shall be defined as any substance that when discharged in any quantity may present an imminent and substantial danger to the public health or welfare. Petroleum shall be defined as any petroleum-derived product of any kind and in any form, including but not limited to, crude oil, diesel fuel, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether occurring singly or in combination with other substances.

**II. DESCRIPTION OF WORK**

Sites of concern are identified in the 2005 *GeoEnvironmental Impact Evaluation* and the March 9, 2011 *Hazardous Materials Report*. After submittal of the Right of Way / 60% Roadway Plans developed by the Design-Build Team, the Design-Build Team shall hold a right of way consultation with the Department's GeoEnvironmental staff, the Design-Build Unit, and key Design-Build team members.

Sites of concern within the proposed right of way that are noted in the aforementioned Evaluation and Report, and any other sites identified during the right of way consultation with the Design-Build Team, will be investigated by the Department. The Department will require 90 days from the date of the aforementioned consultation to investigate and provide Right of Way Recommendations. Prior to the Design-Build Team making offers to purchase the right of way on these sites of concern, the Department will provide the Right of Way Recommendations to the Design-Build Team.

The Design-Build Team shall notify the Design-Build Unit, in writing, of any underground storage tanks (USTs) containing fuel, chemicals, or heating oil tanks discovered during property appraisals. The Department will require 90 days from the date of written notification to investigate and provide Right of Way Recommendations. Prior to the Design-Build Team making offers to purchase the right of way on sites containing UST's, the Department will provide the Right of Way Recommendations to the Design-Build Team.

The Design-Build Team shall adhere to all Right of Way Unit procedures regarding the acquisition of contaminated property and all Right of Way Recommendations provided by the Department. (Reference the Right of Way Scope of Work found elsewhere in this RFP)

After the parcels with identified contamination and / or underground storage tanks (USTs) are acquired and cleared of all above ground structures, the Department will 1) remove from the right of way USTs identified in the aforementioned Evaluation and Report, and discovered during property appraisals and 2) remove all associated contaminated soil anticipated to require excavation to complete the project. The Department will remove the aforementioned USTs and contaminated soil within 60 days

of written notification that the above-ground structures have been removed. All contaminated soil not required for removal to complete the project shall be left in place and undisturbed.

In the case where in-ground hydraulic lifts are present, the demolition shall exclude the concrete floor slab until the Department removes the hydraulic lifts. These hydraulic lifts will be removed within 60 days of written notification.

In the event contaminated soil is encountered by the Design-Build Team, the Design-Build Team shall excavate the contaminated soil to the limits necessary to complete the construction project. In accordance with the Standard Stockpile Containment Detail, the Design-Build Team shall stockpile all excavated contaminated soil from a parcel in a location within the property boundaries of the source parcel. Contaminated soil shall only be handled by HAZWOPR certified personnel. The Department will remove the stockpiled contaminated soil within two weeks of written notification. All remaining contaminated soil shall be left in place and undisturbed. It is important to note that petroleum contaminated soil may be encountered during any earthwork activities on this project.

### **III. INFORMATION PROVIDED BY NCDOT:**

- 2005 *GeoEnvironmental Impact Evaluation*
- March 9, 2011 *Hazardous Materials Report*,
- GeoEnvironmental MicroStation reference file

### **IV. UNKNOWN CONTAMINATED SITES:**

The Design-Build Team shall immediately notify the Department if the Design-Build Team's operations encounter or expose any abnormal condition that may indicate the presence of a hazardous, contaminated, and / or toxic material not previously identified. If the Engineer elects to have the Design-Build Team remove and dispose of contaminated material, the removal and disposal of this material shall be performed as extra work in accordance with Article 107-25 of the 2012 NCDOT *Standard Specifications for Roads and Structures*.

**TRANSPORTATION MANAGEMENT SCOPE OF WORK** (5-19-17)**I. Project Requirements****A. Laws, Standards and Specifications**

The Design-Build Team shall design the Transportation Management Plans in accordance with the requirements of this RFP and the version of the standards listed below that are effective on the Technical Proposal submittal date.

- *NCDOT Standard Specifications for Roads and Structures*
- *NCDOT Roadway Standard Drawings*
- *FHWA Manual on Uniform Traffic Control Devices (MUTCD)*
- *NCDOT Supplement to the Manual on Uniform Traffic Control Devices (NCSMUTCD)*
- *NCDOT Roadway Design Manual*
- *Americans with Disabilities Act of 1990 (ADA)*
- *AASHTO A Policy on Geometric Design of Highways and Streets* and all Errata
- *AASHTO Roadside Design Guide*
- *FHWA Standard Highway Signs and Markings*
- *NCDOT Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects*
- *NCDOT Design-Build Submittal Guidelines*
- *FHWA Rule on Work Zone Safety and Mobility (23 CFR 630 Subpart J and K)*
- *Transportation Research Board (TRB) Highway Capacity Manual*

**B. References**

The Design-Build Team shall use the references provided on the site below, as supplementary guidelines and requirements for the design and implementation of the Transportation Management Plans.

**<https://connect.ncdot.gov/projects/WZTC/>**

**C. Transportation Management Plans**

The Design-Build Team shall prepare Transportation Management Plans (TMP) that include Temporary Traffic Control Plans (TTCP) and a Traffic Operations Plan (TOP). The Traffic Operations Plans shall include work zone safety management strategies, and traffic incident management and enforcement strategies. In accordance with the Public Information Scope of Work found elsewhere in this RFP, the Design-Build Team shall assist the Department in the development of a Public Information Plan (PIP).

The Design-Build Team shall produce TMP for each phase of work that impacts road users. The TMP shall include details of all planned detours, traffic control devices, striping, and

signage applicable to each phase of work. The information on the TMP shall be of sufficient detail to allow verification of design criteria and safety requirements, including but not limited to, typical sections, alignment, striping layout, drop off conditions, and temporary drainage. The Design-Build Team shall develop TMP that include procedures to communicate TMP information to the public about road and travel conditions within the work zone and affected roadway network.

A Transportation Management Phasing Concept (TMPC) shall be prepared by the Design-Build Team to present the Design-Build Team's approach to all areas covered under the TMP, including but not limited to, hauling of materials to, from, and within the project right of way (ROW). The Design-Build Team shall include the TMPC in the Technical Proposal. The Design-Build Team shall submit the TMPC for Department review and acceptance and shall address NCDOT comments on the TMPC prior to commencing production of the TMP for each phase of work or any construction. Any changes to the TMPC after acceptance by NCDOT shall require a submittal for review and acceptance prior to any future phasing submittals.

The Design-Build Team shall select a Private Engineering Firm (PEF) that has experience developing TMP on comparable projects for the North Carolina Department of Transportation (NCDOT) and shall list these comparable projects in the Technical Proposal.

In the event any self-imposed liquidated damages are included in the Technical Proposal, an Intermediate Contract Time(s) shall be established and shall become part of the contract.

#### **D. General Requirements**

Unless permitted otherwise elsewhere in this RFP, maintain the existing number of travel lanes on all roads. For existing travel lanes that are 11-foot wide or wider, maintain a minimum of 11-foot travel lanes at all times. For existing travel lanes that are narrower than 11 feet, maintain the existing travel lane widths at all times. Unless permitted otherwise elsewhere in this RFP, maintain existing shoulder widths (paved and unpaved).

Except as allowed otherwise elsewhere in this RFP, traffic barrier shall be located a minimum two-foot offset (shy distance) from the edge of an open travel lane. All other traffic control devices shall be located a minimum three-foot offset (shy distance) from the edge of an open travel lane.

Placement of temporary barrier systems shall be shown on the Transportation Management Phasing Concept. Temporary barrier systems shall be designed in accordance with the following requirements:

- Determine the need for temporary barrier in accordance with the FHWA *Rule on Temporary Traffic Control Devices* (23 CFR 630 Subpart K). Reference the NCDOT Work Zone Traffic Control website noted below for examples and *Guidelines for the Use of Positive Protection in Work Zones*.

**<https://connect.ncdot.gov/projects/WZTC/Pages/Design-Resources.aspx>**

- The Design-Build Team shall adhere to the AASHTO Roadside Design Guide in determining the length of need, flare rate and clear zone. The Design-Build Team shall adhere to the possible deflection of the proposed temporary barrier system in accordance with NCHRP-350 *Recommended Procedures for the Safety Performance Evaluation of Highway Features* deflections from crash testing. Providing less than the minimum deflection distance shall require the use of anchored temporary barrier systems in accordance with the NCDOT *Standard Specifications for Roads and Structures*.
- The Design-Build Team shall not place temporary barrier systems utilized for traffic control on unpaved surfaces.
- The Design-Build Team shall not place temporary barrier along any shifting taper, including but not limited to, existing, temporary, and / or proposed shifting tapers.
- When barrier is placed on a roadway shoulder, the Design-Build Team shall install shoulder closure signs and devices in advance of the barrier in accordance with the NCDOT *Roadway Standard Drawings*.

The design speed for temporary alignments of US and NC routes shall not be lower than the current posted speed limit. The minimum allowable design speed for temporary alignments on secondary roads shall be the higher of 10 mph below the posted speed limit or 25 mph.

Temporary traffic shifts requiring vertical grades shall be considered a temporary alignment. All temporary alignments shall adhere to the NCDOT *Roadway Design Manual*, AASHTO *A Policy on Geometric Design of Highways and Streets* and the Transportation Research Board (TRB) *Highway Capacity Manual*.

The NCDOT Roadway Standard Drawing No. 1101.11 shall be used to calculate the length of temporary merges for lane closures and temporary traffic shifts. For temporary traffic patterns that will remain in place for a period longer than three days, including but not limited to traffic shifts, merges and temporary alignments, breaks in the superelevation and / or crown breaks in a normal crown section will not be allowed within the shifting taper. Excluding the aforementioned temporary traffic patterns, breaks in the superelevation and / or crown breaks in a normal crown section shall only occur on a lane line or lane midpoint and shall not exceed 0.04.

Maintain access to all residences, schools, bus stops, emergency services and businesses at all times. Prior to incorporation, obtain written approval from the Engineer on method to maintain access.

Through traffic traveling in the same direction shall not be split (i.e. separation by any type of barrier, bridge piers, existing or proposed median, etc.).

Prior to incorporation, obtain written approval from the Engineer for all road and / or access point closures.

Prior to incorporation, all offsite detour routes shall receive Department written approval and shall adhere to the following requirements:

- Except as allowed in Intermediate Contract Time #1 US 17 Business / NC 37 shall not be closed.
- -Y2- (Winfall Boulevard) shall not be closed.
- The Design-Build Team shall investigate all detour routes, including but not limited to, analyzing traffic capacity, investigating impacts to emergency services and schools, analyzing design characteristics to ensure the design supports the traffic volumes (existing traffic volumes plus detoured traffic volumes), and investigating pavement structural adequacy including any bridge postings on the detour route. The Design-Build Team shall submit recommendations resulting from the aforementioned investigations / analyzes for the Department's review and acceptance.
- As determined by the Engineer, the Design-Build Team shall provide all improvements required to accommodate detoured traffic prior to utilizing detour routes.
- Offsite detours that have non-signalized at-grade railroad crossings shall not be allowed.
- Submit detour routes and all associated sign designs for review and acceptance prior to incorporation.
- All proposed road closures, detour routes, durations and justifications shall be incorporated into the Technical Proposal. (All proposed road closures, detour routes, durations and justifications incorporated into the Technical Proposal shall require Department approval.)
- Unless approved otherwise by the controlling government entity, in writing, use only state maintained roads for offsite detour routes.

At a minimum, the Design-Build Team shall provide and operate two Changeable Message Sign (CMS) per direction on US 17 Business / NC 37 when construction activities impact traffic on existing or proposed US 17 Business / NC 37. Depending on the traffic impact, the four aforementioned CMSs may need to be in continuous operation until the construction activity impacting traffic is complete. The Design-Build Team shall provide and operate additional CMSs that provide information on road closures / lane closures and other construction activities that adversely impact the traveling public. Prior to incorporation, the Design-Build Team shall show approximate CMS locations, along with the respective messages that have been approved by the Department, in the TMP.

On all roads, the Design-Build Team shall make all modifications to existing pavement markings, markers and / or signing located outside the project limits that are necessitated by the TMP.

Throughout the project construction, the Design-Build Team shall maintain safe access to all pedestrian facilities and / or provide alternate pedestrian facilities (constructed of concrete, asphalt, or other suitable material, as approved by the Engineer) with the same connectivity.

The Design-Build Team shall take steps to minimize disruptions to existing roadway facilities during construction and shall demonstrate how the traffic control phasing, minimizes inconvenience to motorists on all roads.

#### **E. Lane Closure Notice (LCN)**

The Design-Build Team shall issue a Lane Closure Notice (LCN) to NCDOT and affected government entities a minimum of twenty-one (21) calendar days prior to the publication of any notices or placement of any traffic control devices associated with lane closures, detour routing or other change in traffic control requiring lane closures. The Design-Build Team will be allowed to issue a single LCN for multiple / consecutive lane closures that occur in the same location.

If an emergency condition should occur, a LCN shall be provided to NCDOT within two (2) days after the event. For non-NCDOT controlled facilities, the Design-Build Team shall immediately notify the controlling government entity.

#### **F. Road Closure Notice (RCN)**

Proposed road closures on any road shall be approved by the Engineer prior to incorporation in the TMP.

The Design-Build Team shall issue a Road Closure Notice (RCN) to NCDOT and affected government entities a minimum of twenty one (21) calendar days prior to the publication of any notices or placement of any traffic control devices associated with road closures, detour routing or other change in traffic control requiring road closures.

For a RCN utilizing a non-NCDOT controlled facility, Design-Build Team shall secure concurrence, in writing, from the controlling government entity. A RCN shall contain the estimated date, time, duration, and location of the proposed work. The Design-Build Team shall keep NCDOT and any other affected government entity informed of any and all changes or cancellations of proposed road closures prior to the date of their implementation.

If an emergency condition should occur, a RCN shall be provided to NCDOT within two (2) days after the event. For non-NCDOT controlled facilities, the Design-Build Team shall immediately notify the controlling government entity.



## II. Project Operations Requirements

The following are Time Restrictions and notes that shall be included with the TMP General Notes, unless noted otherwise elsewhere in this RFP:

### A. Time Restrictions

#### 1. Intermediate Contract Time #2 for Lane Narrowing and Lane Closure Restrictions before and after the Two-Year Full Closure of US 17 Business / NC 37 (North Church Street) (Intermediate Contract Time #1).

Except as allowed otherwise elsewhere in this RFP, the Design-Build Team shall maintain the existing traffic pattern, number of lanes and lane widths; and shall not close or narrow a lane of traffic on US 17 Business / NC 37 (North Church Street) during the times below. When traffic is placed in the final traffic pattern on US 17 Business / NC 37 after the Two-Year Full Closure of US 17 Business / NC 37 (North Church Street) (Intermediate Contract Time #1), that shall become the minimal traffic pattern and the following time restrictions shall still apply.

| Road Name  | Days                     | Time Restrictions                                       |
|--|--------------------------|---|
| US 17 Business /<br>NC 37 (North Church<br>Street) | Monday through<br>Friday | 7:00 a.m. to 9:00 a.m.<br>and<br>4:00 p.m. to 6:00 p.m. |

The Design-Build Team shall not install, reset, and / or remove any traffic control device during the times listed above.

**Liquidated Damages for Intermediate Contract Time #2 for the above lane narrowing and lane closure time restrictions for US 17 Business / NC 37 (North Church Street) before and after the Two-Year Full Closure of US 17 Business / NC 37 (North Church Street) (Intermediate Contract Time #1) are \$500.00 per 15-minute period or any portion thereof.**

### B. Hauling Restrictions - Apply throughout construction, including during the Two-Year Full Closure of US 17 Business / NC 37 (North Church Street) (Intermediate Contract Time #1)

The Design-Build Team shall adhere to the hauling restrictions noted in the NCDOT *Standard Specifications for Roads and Structures*.

The Design-Build Team shall conduct all hauling operations as follows:

- The Design-Build Team shall not conduct any hauling operations against the flow of traffic of an open travelway unless an approved temporary traffic barrier or guardrail separates the traffic from the hauling operation.
- The Design-Build Team shall not haul during the lane narrowing and lane closure time restrictions listed in Intermediate Contract Time #2, unless the hauling operation occurs completely behind temporary traffic barrier or guardrail and does not impact traffic operations.
- Hauling operations that perpendicularly cross a roadway shall require TMP and shall be subject to the time restrictions listed in Intermediate Contract Time #2.

The Design-Build Team shall address how hauling will be conducted in the Technical Proposal, including but not limited to hauling material to and from the site and hauling material within the NCDOT right of way in the Technical Proposal.

### C. Lane and Shoulder Closure Requirements

The Design-Build Team shall not install a lane closure along any non-NCDOT controlled facility.

The Design-Build Team shall not install more than 0.5 miles of lane closures, measured from the beginning of the merge taper to the end of the lane closure, in any one direction on any roadway within the project limits or in conjunction with this project. Simultaneous lane closures along any roadway shall not be allowed.

The Design-Build Team shall remove lane closure devices from the lane when work is not being performed behind the lane closure or when a lane closure is no longer needed.

When personnel and / or equipment are working within 15 feet of an open travel lane, the Design-Build Team shall close the nearest open shoulder using NCDOT *Roadway Standard Drawings*, unless the work area is protected by an approved temporary traffic barrier or guardrail.

When personnel and / or equipment are working on the shoulder adjacent to an undivided facility and within five feet of an open travel lane, the Design-Build Team shall, at a minimum, close the nearest open travel lane using NCDOT *Roadway Standard Drawings*, unless the work area is protected by an approved temporary traffic barrier or guardrail.

When personnel and / or equipment are working on the shoulder adjacent to a divided facility and within ten feet of an open travel lane, the Design-Build Team shall, at a minimum, close the nearest open travel lane using NCDOT *Roadway Standard Drawings*, unless the work area is protected by an approved temporary traffic barrier or guardrail.

When personnel and / or equipment are working within a lane of travel of an undivided or divided facility, the Design-Build Team shall, at a minimum, close the lane using NCDOT *Roadway Standard Drawings*. The Design-Build Team shall conduct the work so that all personnel and / or equipment remain within the closed travel lane.

The Design-Build Team shall not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way.

#### **D. Pavement Edge Drop off Requirements**

Using suitable compacted material, the Design-Build Team shall backfill at a 6:1 slope up to the edge and elevation of the existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

- Elevation differences that exceed two inches on roadways with posted speed limits of 45 mph or greater and a paved shoulder four-foot wide or less.
- Elevation differences greater than three inches on roadways with posted speed limits less than 45 mph and with a paved shoulder four-foot wide or less.
- Refer to the current AASHTO *Roadside Design Guide* for proper treatment of all other conditions.

Do not exceed a difference of two inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning “UNEVEN LANES” signs (W8-11) 1,000 feet in advance and a minimum of every half mile throughout the uneven area.

#### **E. Traffic Pattern Alterations**

The Design-Build Team shall notify the Engineer, in writing, at least twenty-one (21) calendar days prior to any traffic pattern alteration. (Reference the Public Information Scope of Work for additional public information requirements)

#### **F. Signing**

The Design-Build Team shall install and maintain all detour signing and devices required for road closures. The Design-Build Team shall cover or remove all detour signs and devices required for road closures within and off the project limits when a detour is not in operation.

The Design-Build Team shall install advance work zone advance warning signs when work is within 40 feet from the edge of travel lane and no more than three days prior to the beginning of construction.

When no work is being conducted for a period longer than one week, the Design-Build Team shall remove or cover all advance work zone warning signs, as directed by the Engineer. Stationary work zone warning signs shall be covered with an opaque material that prevents reading of the sign at night by a driver traveling in either direction.

When portable work zone signs are not in use for periods longer than 30 minutes, the Design-Build Team shall lay the portable work zone sign flat on the ground and collapse the sign stand and lay it flat on the ground.

The Design-Build Team shall ensure proper signing (including but not limited to guide signs) are in place at all times during construction, as required by the *MUTCD*. All temporary signing shall be shown on the Traffic Control Plans or Temporary Signing Plans to be reviewed and accepted by the Department prior to incorporation.

#### **G. Traffic Control Devices**

The Design-Build Team shall use traffic control devices that conform to all NCDOT requirements and are listed on the NCDOT's Approved Products List. The Approved Products List may be referenced on the website noted below:

**<https://apps.ncdot.gov/vendor/approvedproducts/>**

The use of any devices that are not shown on the NCDOT Approved Product List shall require written approval from the Department prior to incorporation.

Channelizing device spacing shall not exceed a distance in feet equal to twice the posted speed limit. Channelization devices shall be spaced ten feet on-center in radii. Channelization devices shall be located three feet off the edge of an open travelway, when lane closures are not in effect. Skinny drums shall only be allowed as defined in Section 1180 of the NCDOT *Standard Specifications for Roads and Structures*.

Place Type III barricades, with "ROAD CLOSED" signs (R11-2) attached, of sufficient length to close entire roadway. Stagger or overlap barricades to allow for ingress or egress.

Portable changeable message signs should be placed off the shoulder of the roadway and behind a traffic barrier, if practical. Where a traffic barrier is not available to shield the portable changeable message sign, it should be placed off the shoulder and outside of the clear zone. If a portable changeable message sign must be placed on the roadway shoulder or within the clear zone, it shall be delineated with retroreflective temporary traffic control (TTC) devices. When portable changeable message signs are not being used to display TTC messages, they should be relocated such that they are outside of the clear zone or shielded behind a traffic barrier, and turned away from traffic. If relocation or shielding is not practical, the portable changeable message signs shall be delineated with retroreflective TTC devices.

Place sets of three drums perpendicular to the edge of the travelway on 500-foot centers when unopened lanes are closed to traffic. These drums shall be in addition to channelizing devices.

#### H. Temporary Pavement Markings, Markers and Delineation

The Design-Build Team shall show temporary pavement markings on the TMP that meet the requirements of the RFP and the *Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects*.

The Design-Build Team shall use pavement marking and marker products that conform to all NCDOT requirements and are listed on the NCDOT's Approved Products List. The use of any devices that are not shown on the Approved Product List shall require written approval from the Department prior to incorporation.

The Design-Build Team shall install pavement markings and markers in accordance with the NCDOT *Standard Specifications for Roads and Structures*, and in accordance with the manufacturer's procedures and specifications.

The Design-Build Team shall install temporary pavement markings that are the same width as existing pavement markings. For roadways that do not have existing pavement markings, the Design-Build Team shall install pavement markings that are the same width required for the final pavement markings in the Pavement Markings Scope of Work found elsewhere in this RFP

The Design-Build Team shall install temporary pavement markings and temporary pavement markers on the interim surface or temporary pattern as follows:

| <b>Road</b>         | <b>Marking</b>                           | <b>Marker</b>    |
|---------------------|--|------------------|
| All Roads           | Any Marking on the Approved Product List | Raised Temporary |
| Proposed Structures | Waterborne Traffic Paint                 | Raised Temporary |

The Design-Build Team shall maintain a minimum retroreflectivity for pavement markings on all roads (existing and temporary markings) at all times during construction, as follows:

|         |                                |
|---------|--------------------------------|
| White:  | 125 mcd / lux / m <sup>2</sup> |
| Yellow: | 100 mcd / lux / m <sup>2</sup> |

The Design-Build Team shall tie proposed pavement marking lines to existing pavement marking lines.

By the end of each day's operation, the Design-Build Team shall remove all conflicting markings, replace all damaged markings, and remove / replace all conflicting / damaged markers.

The Design-Build Team shall trace existing and / or proposed monolithic island locations with the proper color pavement marking prior to removal and / or installation. The Design-Build Team shall place drums to delineate existing and / or proposed monolithic islands after the removal and / or before installation.

The Design-Build Team shall not place temporary markings, other than Cold Applied Plastic Type 4 – Removable Tape, on any final asphalt pavement surface unless the temporary markings are placed in the exact location of the final pavement markings.

The Design-Build Team shall remove all conflicting markings and markers prior to shifting traffic to a new pattern.

Unless noted otherwise elsewhere in this RFP, removal of temporary pavement markings on asphalt surfaces shall be accomplished by an NCDOT approved system to minimize damage to the road surface. Temporary pavement markings on concrete shall only be removed by hydroblasting. Temporary pavement markings shall not be obliterated with any type of black pavement markings (paint or other material). The Design-Build Team shall remove all temporary pavement markings without removing more than 1/32-inch of the pavement surface.

#### **I. Portable Temporary Lighting**

In accordance with the NCDOT *Standard Specifications for Roads and Structures*, the Design-Build Team shall provide portable temporary lighting to conduct night work.

#### **J. Traffic Control Supervisor**

The Design-Build Team shall furnish a Traffic Control Supervisor for the project who is knowledgeable of TMP design, devices and application, and has full authority to ensure traffic is maintained in accordance with the plans and specifications developed by the Design-Build Team.

The Traffic Control Supervisor shall be on the project site overseeing all road closures to ensure traffic control devices are properly installed and adjusted as necessary. The Traffic Control Supervisor shall also make necessary changes to the traffic control operations and aide in the monitoring of traffic queuing.

The Design-Build Team shall identify a Traffic Control Supervisor in their Technical Proposal that has the following qualifications:

- 1) A minimum 24 months of On-the-Job Training in supervision and work zone set up and implementation on similar projects.
- 2) Be certified by responsible party (contractor or NCDOT) to have the required experience and training and is qualified to perform the duties of this position. If

certified by the Contractor, a notarized certification letter shall be furnished to the Engineer at the preconstruction meeting. The letter shall state the Traffic Control Supervisor is qualified, and state that the Traffic Control Supervisor has the authority to ensure traffic is maintained in accordance with the contract documents.

The Traffic Control Supervisor for the project shall perform the following:

- 1) During construction, be available or on call 24 hours per day, 7 days per week to direct / make any necessary changes in the traffic control operations in a timely and safe manner.
- 2) Coordinate and cooperate with traffic control supervisors of adjacent, and overlapping construction projects, as well as construction projects in proximity to the subject project, to ensure safe and adequate traffic control setup is maintained throughout the project at all times, including periods of construction inactivity.
- 3) Coordinate and cooperate with the NCDOT Division Incident Management staff.
- 4) Coordinate and cooperate with the NCDOT Division 1 Traffic Engineer and Resident Engineer to ensure proper messages are displayed on the CMSs.
- 5) Provide traffic control setup that ensures safe traffic operations and workers' safety throughout the construction area.
- 6) Attend all scheduled traffic control coordination meetings, as required by the Engineer.
- 7) Monitor traffic delays and backups within the work zone.

#### **K. Coordination**

At a minimum, the Design-Build Team shall coordinate with all contractors and NCDOT Resident Engineers in charge of any project in proximity to this project for any work that may affect the construction, traffic operations, and / or placement of temporary traffic control devices (including advanced warning signs) on all roads within the project limits or in conjunction with this project.

At a minimum, the Design-Build Team shall coordinate with the Resident Engineer, Division Traffic Engineer, law enforcement, emergency services and the Work Zone Traffic Control Section to schedule and attend Traffic Safety and Operations Meetings. These meetings shall be held to monitor and assess safety and mobility during construction. The Traffic Safety and Operations Meetings shall be held on an as needed basis during project construction. Additional Traffic Safety and Operations Meetings shall be held to address any specific issue, as directed by the Engineer.

**L. Miscellaneous**

The Design-Build Team shall provide proper drainage for all temporary alignments and / or traffic shifts. (Reference the Hydraulics Scope of Work found elsewhere in this RFP)

The Design-Build Team shall design the TMP for the posted speed limit; a Work Zone Speed Limit Reduction Ordinance will not be allowed for this project.



**PAVEMENT MARKING SCOPE OF WORK** (3-20-17)**General**

The Design-Build Team shall prepare Final Pavement Marking Plans in accordance with the edition of the *Manual on Uniform Traffic Control Devices (MUTCD)* effective on the Technical Proposal submittal date, the NCDOT 2012 Roadway Standard Drawings, the *Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects*, the *Design-Build Submittal Guidelines*, and the contract requirements contained herein.

**Final Pavement Marking Plan Requirements**

The Design-Build Team shall select a Private Engineering Firm (PEF) that has experience designing and sealing Pavement Marking Plans for NCDOT on comparable projects. The Design-Build Team shall list projects in the Technical Proposal, including description and similarity to the subject project, for which the PEF developed Pavement Marking Plans.

The Design-Build Team shall develop Pavement Marking Plans that maintain all types of traffic (motorists, bicyclists, and pedestrians within the highway, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) as defined by the *Manual for Uniform Traffic Control Devices (MUTCD)*.

The Design-Build Team shall show and station all curb ramps in the Pavement Marking Plans for signalized intersections, non-signalized intersections and points of pedestrian crossings. Curb ramps shall be constructed per current ADA standards with guidance from the 2012 NCDOT Roadway Standard Drawings. If the roadway geometry does not allow for the use of standard details, contact the Contract Standards and Development Unit for alternate approved curb ramp designs.

**Final Pavement Marking Project Limits**

The Final Pavement Marking Plans shall address all required modifications to existing pavement markings and markers located outside the project limits to ensure appropriate tie-ins. The Design-Build Team shall install all pavement markings and markers located within and outside the project limits, resulting from the project construction.

**Pavement Markings, Markers and Delineation**

The Design-Build Team shall not place any final pavement markings or markers until the Final Pavement Marking Plans are reviewed and accepted by the Department.

The Design-Build Team shall use pavement marking and marker products that conform to all NCDOT requirements and are listed on the NCDOT's Approved Products List. The use of any devices that are not shown on the Approved Product List shall require written approval from the NCDOT Signing and Delineation Unit prior to incorporation.

The Design-Build Team shall install pavement markings and markers in accordance with the 2012 NCDOT *Standard Specifications for Roads and Structures*, and in accordance with the manufacturer's procedures and specifications.

The Design-Build Team shall install pavement markings and pavement markers on the final surface as follows:

| <b>Road</b>   | <b>Marking</b>                        | <b>Marker</b>  |
|---------------|---------------------------------------|----------------|
| Mainline      | Polyurea with Highly Reflective Media | Raised Markers |
| All -Y- Lines | Polyurea with Highly Reflective Media | Match existing |

On concrete surfaces, the Design-Build Team shall install Heated-in-Place Thermoplastic or Cold Applied Plastic (Type II or III) markings for symbols, characters, stop bar and diagonals.

On asphalt surfaces, the Design-Build Team shall install Heated-in-Place Thermoplastic or Extruded Thermoplastic markings for stop bars, symbols, characters, crosswalks and diagonals.

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall only remove temporary pavement markings from asphalt surfaces using grinding.

Using water blasting (hydroblasting) or grinding, the Design-Build Team shall remove residue and surface laitance on concrete bridge decks prior to placing final pavement marking materials.

The Design-Build Team shall tie proposed pavement marking lines to existing pavement marking lines.

The Design-Build Team shall replace any pavement markings that have been damaged by the end of each day's operation.

**RIGHT OF WAY SCOPE OF WORK** (5-18-17)

**\*\* NOTE \*\* Prior to negotiating property acquisition with property owners, the Design-Build Team shall meet with the appropriate NCDOT Location and Surveys, Right of Way and Design-Build personnel.**

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-4467 in Perquimans County.

**The Design-Build Team shall carry out the responsibilities as follows:**

- With respect to the payments, costs and fees associated with the acquisition of right of way, easements and / or control of access, the Department will be responsible for only direct payments to property owners for negotiated settlements, recording fees, any relocation benefits, and deposits and fees involved in the filing of condemnation claims. The Department will assume responsibility for all costs associated with the litigation of condemned claims, including testimony by the appraiser(s). The Design-Build Team shall be responsible for all other acquisition services related to payments, costs and fees, including but not limited to attorney fees required for all non-condemnation acquisitions.
- A Department representative will be available to provide technical guidance on right of way acquisition procedures and to make timely decisions on approving relocation benefits and approving administrative adjustment settlements on behalf of the Department over and above the authority granted to the Department Right of Way Consultant Project Managers.

- The Design-Build Team shall submit a right of way project tracking report and right of way quality control plan to the Department. The Department standard forms and documents shall be used to the extent possible.
- The Design-Build Team shall provide a current title certificate for each parcel as of the date of closing or the date of filing of condemnation, unless required otherwise in the NCDOT April 2015 *Right of Way Manual*.
- The Department will prepare all Condemnation Maps. The Design-Build Team shall prepare all Final Condemnation Reports. Upon approval of the Final Condemnation Report, the Department will require a minimum of eight weeks to file the condemnation claim. For all plan revisions on condemned parcels that modify the area acquired, modify the control of access and / or impact the appraised value, the Design-Build Team shall be responsible for the following:
  - The Design-Build Team shall notify the Division Right of Way Agent, the Area Negotiator, Area Appraiser, and the Attorney General, in writing, that revisions have been made that impact a condemned parcel, and provide updated plan sheets and revised area takes.
  - The Design-Build Team shall consult with the Attorney General and the Area Appraiser to determine the status of the negotiations and appraisal(s).
  - If the Attorney General and / or Area Appraiser recommend an updated appraisal, the Design-Build Team shall provide an updated Summary Sheet to the Area Appraiser for the Department's use in obtaining an updated appraisal(s).
  - Upon receipt of the approved updated appraisal(s), the Design-Build Team shall develop a revised written offer. If settlement is not reached, the Design-Build Team shall submit an updated Final Condemnation Report. If settlement is reached, the Design-Build Team shall notify the Attorney General and Area Appraiser in writing and submit an updated Final Condemnation Report with all necessary documentation.
  - The Department will be responsible for payment for the additional deposit to the Attorney General's Office and the Attorney General will prepare and file an Amendment to the Declaration of Taking.
- The following shall be required:
  - Unless otherwise approved by the NCDOT Assistant State Negotiator, in writing, the Design-Build Team shall provide right of way, control of access and easement descriptions in metes and bounds format (bearings and distances). The Design-Build Team shall provide exhibits, diagrams and / or other information required to verify the aforementioned descriptions.

- In accordance with the NCDOT April 2015 *Right of Way Manual*, the Design-Build Team may prepare red-line adjustments for parcels that are not condemned. The Department must approve a red-line adjustment, in writing, prior to the Design-Build Team making an offer based on the red-line adjustment.
  - The Design-Build Team shall prepare, execute and record documents conveying title to acquired properties to the Department with the Register of Deeds
  - The Design-Build Team shall deliver all executed and recorded deeds and easements to the Department.
  - For all property purchased in conjunction with the project, title shall be acquired in fee simple or easement and shall be conveyed to “The North Carolina Department of Transportation”, free and clear of all liens and encumbrances except permitted encumbrances.
- It is understood and agreed by and between the parties hereto that all reports, surveys, studies, specifications, memoranda, estimates, etc., secured by and for the Design-Build Team shall become and remain the sole property of the Department upon termination or completion of the work, and the Department shall have the right to use same for any public purpose without compensation to the Design-Build Team.
  - The Design-Build Team shall prepare appraisals in accordance with the Department’s *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions*. The Design-Build Team’s appraiser shall be on the Department’s approved state certified appraiser list. The Design-Build Team may request its state certified appraiser(s) be added to the approved state certified appraiser list, subject to approval by the Department’s Area Appraiser and State Appraiser.
  - The Design-Build Team shall provide two appraisals, at their expense, for parcels as noted below:
    - All parcels with an initial appraisal, with just compensation, equal to or greater than one million dollars (\$1,000,000.00).
    - All parcels where the initial appraisal indicates damages to the remaining property equal to or greater than two hundred fifty thousand dollars (\$250,000.00), where damages to the remaining property are defined as a loss in value to the remaining land, and / or improvements and / or a cost to cure.
    - The Design-Build Team shall obtain the second appraisal for the above conditions, and submit to the Department’s Area Appraiser and / or State Appraiser for approval. The selected appraiser shall have the necessary expertise and experience in appraising the above type properties.

- The NCDOT, or its agent, will provide appraisal reviews complying with the Department's *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions*. The reviewer will ensure that the appraisal meets the Department's guidelines and requirements, conforms to acceptable appraisal standards and techniques, does not include any non-compensable items or exclude any compensable items and that the value conclusions are reasonable and based on facts presented in the appraisal. The reviewer has the authority to approve, adjust, request additional data or corrections, or not to recommend and request another appraisal. Within ten business days from the date of receipt, all appraisals and / or appraisal corrections will be reviewed by NCDOT Review Appraisers or Review Appraisers under contract to the corresponding NCDOT Area Appraisal Office. The NCDOT will sign as approving any and all appraisals to be used in acquisitions.
- The NCDOT will provide relocation reviews and approvals for all Replacement Housing Payment calculations and all Rent Supplement Payment calculations prior to the Design-Build Team making any offers to the displacees. Within five business days of the receipt of the Replacement Housing Payment or Rent Supplement Payment calculation documentation, which shall include all documentation required for an Evaluation Package, the Department will approve the calculation, and the signed FRM15-D will be returned to the Design-Build Team, or a request for an updated calculation or documentation will be presented to the Design-Build Team for further handling. At this time, the Relocation Coordinator in the NCDOT Right of Way Unit is the approving authority for the aforementioned calculations.
- The Design-Build Team shall coordinate with the Health Department to determine if septic systems can be relocated / modified to remain operational. The Department will only be responsible for the Health Department fees associated with these determinations. The Design-Build Team shall determine the relocation / modification design and construction costs required for the septic systems to remain operational and include these costs in the property right of way appraisals. (Reference the Utilities Coordination Scope of Work found elsewhere in this RFP)
- All Claims for Payment involving relocation benefits must be submitted to the NCDOT Relocation Coordinator in the Right of Way Unit for approval and processing.
- At the conclusion of the right of way acquisition process, the Design-Build Team shall provide a right of way certification to the Division Right of Way Agent.
- The Design-Build Team shall prepare Right of Way Transmittal Summaries and / or Narrative Appraisals for all right of way, control of access and easement acquisitions. Claim Reports will not be allowed for any acquisition.
- In accordance with Chapter 133 of the *General Statutes of North Carolina*, Section 133-40, the Council of State must approve acquisition of property with contaminated soil. Thus, prior to acquiring right of way, control of access and / or easement from any parcel with contaminated soil, the Design-Build Team shall provide a written priority list of all properties with contaminated soil that require right of way, control of access and / or

easement acquisition to the Division Right of Way Agent, the Area Negotiator, the Area Appraiser, and the Real Property Coordinator, Terry Niles. At a minimum, the aforementioned priority list shall contain the following information:

- Project TIP Number, description and county
- Parcel number(s) requiring acquisition of contaminated soil
- Acquisition Appraisal(s)
- GeoEnvironmental Impact Evaluation and Hazardous Materials Report provided by the Department
- Description, with metes and bounds, of the area(s) to be acquired

The Department will require 90 days from receipt of the information noted above to coordinate with the Council of State and obtain their approval for the acquisition of contaminated property.

**UTILITIES COORDINATION SCOPE OF WORK** (5-16-17)

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 Design-Build Team 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.

In accordance with the requirements herein, the Design-Build Team shall relocate / coordinate the relocation of all existing facilities that are 1) in physical conflict with construction, 2) beneath the existing or proposed pavement structure and structurally inadequate, and / or 3) 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:

| Utility Owner             | Utility Type       | Cost Responsibility   |
|---------------------------|--------------------|---|
| Albemarle EMC             | Power              | Albemarle EMC - Unless they have a valid easement   |
| Century Link              | Telecommunications | Century Link (normally)   |
| Dominion Power            | Power              | Dominion Power - Unless they have a valid easement  |
| Hertford Public Utilities | Water / Sewer      | Design-Build Team (NCDOT will obtain an agreement with the Hertford Public Utilities allowing the Design-Build Team to work on their facilities if necessary) |
| Hertford Public Utilities | Power              | Hertford Public Utilities - Unless they have a valid easement   |
| Piedmont Natural Gas      | Gas                | Piedmont Natural Gas  |
| MediaCom                  | CATV               | MediaCom (normally)   |
| NCDOT                     | Telephone & Fiber  | NCDOT   |



## **Water and Sewer**

If the Design-Build Team's design and / or construction require the relocation and / or encasement of existing water and / or sewer facilities, designs shall be coordinated with the NCDOT Utilities Unit. All costs associated with the design and construction for relocation and / or encasement of these existing water and / or sewer facilities, including but not limited to the existing sewer pump station, shall be the responsibility of the Design-Build Team and shall be included in the lump sum bid for the project. 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.

The Design-Build Team shall not interrupt the Hertford Public Utilities sewer service. The Design-Build Team shall indicate in the Utility Relocation Plans how service will be maintained at all times during construction.

If the Design-Build Team's design and / or construction methods impact the Hertford Public Utilities pump station located at the southern terminus of the existing bridge, all costs for those impacts and / or relocations shall be borne by the Design-Build Team. The Design-Build Team shall indicate any impacts to the aforementioned pump station in the Technical Proposal.

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 of all water and sewer facilities shall be done in accordance with the NCDOT policies and standards, as well as the latest Hertford Public Utilities water and sewer 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 aforementioned appropriate utility owner prior to installation.

### **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 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 and sewer facilities, as described in the Water and Sewer Section of this Scope of Work.

The NCDOT will be responsible for all other non-betterment utility relocation cost when the utility owner has prior rights of way / compensable interest. The utility owner shall be responsible for the relocation costs if they cannot furnish evidence of prior rights of way or a compensable interest in their facilities. The Design-Build Team shall be responsible for verifying / determining the cost responsibility (prior rights and compensable interest) for the utility relocations. 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 not required herein, in which the utility owner shall be responsible for the costs of work to be performed by the Design-Build Team, the Design-Build Team shall be responsible for

negotiating all costs associated with the proposed construction. Once the Design-Build Team and the utility owner agree on a plan and a lump sum 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 owner 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.

### **Cable TV**

The cost in relocating CATV due to highway construction shall be the responsibility of the CATV Company; however, 1) if the CATV Company can validate a recorded easement for facilities outside the maintained NCDOT right of way, the Department will bear the relocation expense; and 2) if the adjustment is needed on existing utility poles to accommodate a proposed NCDOT Traffic Management System Fiber Optic Communication Cable Project, the Design-Build Team shall be responsible for the relocation cost.

The NCDOT will not permit CATV to place poles within the highway right of way but will allow down guys for their facilities within the highway right of way. Under most circumstances, the CATV Company will continue a joint-use attachment with the local Power and Telephone Company. If the CATV proposed relocation places buried facilities within the highway right of way then plans and encroachment agreements shall be required by the NCDOT.

### **Communication Cables / Electrical Services for Lighting and Operation of the Swing Span Bridge**

Prior to establishing the location for new meter poles, the Design-Build Team shall coordinate with the local Power Distribution Company concerning accessibility of E/C service and safety in maintenance of the meter.

The Design-Build Team shall be responsible for all coordination activities, including deposit fees, required for the utility company to provide service taps. Prior to the Design-Build Team developing the associated design and / or instructing the utility company to proceed with

providing the service taps, the Design-Build Team shall obtain written approval of the service tap locations from the Resident Engineer.

### **Adjusting Existing Utilities due to Proposed Traffic Management Systems Fiber Optic Communications Cables**

The Design-Build Team shall be responsible for all costs for coordinating and adjusting any utilities that are in conflict with any proposed communication cables.

### **Attachments to Existing and / or Proposed Structures**

Excluding utilities required for the operation of the swing span section of the bridge, the bridge tender's house, and / or the bridge street lighting, attachments will not be allowed to any structure. All utility related attachments must be evaluated and approved by the State Utilities Manager, including any existing attachments to any structure(s) that require modification or replacement.

Attachments to structures, if approved by the State Utilities Manager, shall meet the following criteria:

- (A) No attachments shall be allowed below the bottom of the beams and / or girders.
- (B) Drilling of, or attachments to, beams and / or girders shall not be allowed. Attachments shall only be allowed to the bottom of the bridge deck.
- (C) For water and sewer force mains, only restrained joint ductile iron pipe shall be allowed.
- (D) A minimum of 18" of clearance to beams and / or girders shall be maintained if possible.

### **General**

The Design-Build Team shall not commence work at points where the highway construction operations are adjacent to utility facilities, until making arrangements with the utility owner to protect against damage that might result in expense, loss, disruption of service or other undue inconvenience to the public or utility owner. The Design-Build Team shall be responsible for damage to the existing or relocated utilities resulting from the Design-Build Team's operations. In the event of interruption of any utilities by the project construction, the Design-Build Team shall promptly notify the utility owner and cooperate with the utility owner in the prompt restoration of service.

The Design-Build Team shall accommodate utility adjustments, reconstruction, new installation and routine maintenance work that may be underway or take place during the progress of the contract.

If total property acquisition is unavoidable due to encroachment into wells and / or septic systems, the Design-Build Team shall investigate and determine if extending water and / or sewer lines to the affected property is cost effective. If the Department concurs with the determination that a utility extension is cost effective, the costs associated with the utility design and construction shall be addressed in accordance with Article 104-7 of the 2012 NCDOT *Standard Specifications for Roads and Structures*.

The Design-Build Team shall be required to use the guidelines as set forth in the following:

- (A) *NCDOT Utility Manual - Policies & Procedures for Accommodating Utilities on Highway Rights of Way* and the *NCDOT Utilities Policy Manual*. If the two aforementioned manuals contradict each other, the *Utilities Policy Manual* shall govern. Reference the website noted below for the current version of the NCDOT utility manuals, and additional information on the transition to the new utility manuals that shall be adhered to:

**<https://connect.ncdot.gov/municipalities/Utilities/Pages/UtilitiesManuals.aspx>**

- (B) *Federal Aid Policy Guide* - Subchapter G, Part 645, Subparts A & B
- (C) *Federal Highway Administration's Program Guide, Utility Adjustments & Accommodations on Federal Aid Highway Projects*
- (D) *NCDOT Construction Manual* Section 105-8
- (E) *NCDOT Right of Way Manual* - Chapter 16 Utility Relocations
- (F) *NCDEQ Public Water Supply* - Rules governing public water supply
- (G) *NCDEQ Division of Water Resources* - Title 15A - Environment and Natural Resources

### **Agreements**

If a utility company can provide evidence of prior rights of way or a compensable interest in their facilities, the Design-Build Team shall coordinate the non-betterment utility relocation costs with the utility company and develop the Utility Relocation Agreement.

The NCDOT State Utilities Manager must execute approved agreements on Design-Build projects. The Utility Relocation Agreements (Cost Agreement) and Encroachment Agreements are available from the NCDOT Utilities Unit. Reference Pages 59 and 60 of the *NCDOT Utility Manual - Policies & Procedures for Accommodating Utilities on Highway Rights of Way* for the different types of Encroachment Agreements available for use.

The Design-Build Team shall submit all Utility Relocation Agreements, (URAs), all Utility Encroachment Agreements, and all supporting documents to the NCDOT State Utilities Manager, via the Design-Build Unit, in electronic format. Prior to submittal, all agreements shall be signed electronically by an authorized representative of the utility owner. These electronic agreement packets will be reviewed, approved and signed electronically by the NCDOT Utilities Manager, or designated representative, before being distributed to the field.

The Design-Build Team shall utilize the NCDOT Standard Utility Encroachment Agreements, as necessary, in relocating utilities. The Encroachment Agreements shall be used under the following conditions:

- (A) If a utility company is not occupying a valid right of way / compensable interest and the proposed relocation will place the relocated utilities within the existing or proposed highway right of way.
- (B) For **all** new utility installations, not covered under a Utility Agreement and within the existing or proposed highway right of way. This includes all water, sewer and gas lines owned by entities covered under *General Statute 136-27.1* and *136-27.2*.

**SIGNING SCOPE OF WORK** (5-18-17)**Project Description**

The Design-Build Team shall prepare Signing Plans for the entire project limits, including but not limited to advance and other necessary signing outside of the roadway construction limits.

**Websites and References**

The Design-Build Team shall prepare Signing Plans in accordance with the information on the following websites, the version of the following references effective on the Technical Proposal submittal date, and the contract requirements contained herein:

- The Signing and Delineation Unit website:

**<https://connect.ncdot.gov/resources/safety/Pages/Signing-and-Delineation.aspx>**

- Traffic Engineering Practices, Policies, and Legal Authority (TEPPL):

**<https://connect.ncdot.gov/resources/safety/Teppl/Pages/Teppl-Select-Topics.aspx>**

- *Manual on Uniform Traffic Control Devices* (MUTCD):

**[http://mutcd.fhwa.dot.gov/kno\\_2009r1r2.htm](http://mutcd.fhwa.dot.gov/kno_2009r1r2.htm)**

- *NC Supplement to the Manual on Uniform Traffic Control Devices:*

**<https://connect.ncdot.gov/resources/safety/TrafficSafetyResources/2009%20NC%20Supplement%20to%20MUTCD.pdf>**

- *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals* (AASHTO):

**[https://bookstore.transportation.org/collection\\_detail.aspx?ID=126](https://bookstore.transportation.org/collection_detail.aspx?ID=126)**

- *Guidelines for Preparation of Signing Plans for Design-Build Projects*

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

- *Design-Build Submittal Guidelines*

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

- *NCDOT Standard Specifications for Roads and Structures*

- *NCDOT Roadway Standard Drawings*

In case of conflicting design parameters, and / or ranges, in the various resources, the proposed design shall adhere to the most conservative values, unless noted otherwise elsewhere in this RFP.

### **Signing Requirements for Technical Proposal**

The Design-Build Team shall select a Private Engineering Firm (PEF) that has experience in the preparation, design, and sealing of Signing Plans for NCDOT on comparable projects. The Technical Proposal shall list projects, where the Signing Plans were developed by the PEF, including description and similarity to the subject project.

The Design-Build Team shall include a Preliminary Signing Concept Map in the Technical Proposal. At a minimum, the aforementioned Concept Map shall include all proposed bridge mounted signs and ground mounted guide signs.

### **Signing and Pavement Marking Plans Submittal Requirements**

The Design-Build Team shall provide 25% Pavement Markings Plans that have been reviewed and accepted by the Department with the 50% Preliminary Signing Plans submittal.

### **Signs to be Furnished by Design-Build Team**

The Design-Build Team shall furnish signs in accordance with the specifications provided by the NCDOT.

### **Signing Project Limits**

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design, fabricate and install all Type A, B, D, E and F signs and supports required through the construction limits of the mainline, all -Y- Lines, and all turn-arounds / cul-de-sacs. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design, fabricate and install all signs required beyond the roadway construction limits of the mainline and all -Y- Lines to ensure adequate advance signage and spacing is provided.

### **Sign Designs**

The Design-Build Team shall include all sign designs in the Signing Plans. All sign designs shall be prepared using the latest version of GuideSign software.

The Design-Build Team shall design, fabricate and install all signs required for the mainline, all -Y- Lines, and all turn-arounds / cul-de-sacs, including Type A, B and D ground mounted signs. The Design-Build Team shall size, locate and install all Type E signs (warning and regulatory) and Type F signs (route marker assemblies).



## **Bridge Mounted Signs**

The Design-Build Team shall design, fabricate and install Type A, B, D, E and F signs on the proposed bridge. At a minimum, these signs shall include the signs noted below:

- NO FISHING BETWEEN SUNSET AND SUNRISE (R20-3)
- NO JUMPING OR DIVING FROM BRIDGE (R20-4)
- HORIZONTAL ALIGNMENT with Plaque (W1-2, W13-1P)

Unless approved otherwise by the Department, in writing, 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**

From the southern project limits to the northern terminus of the proposed bridge, the mainline posted speed limit shall be 25 mph. The posted speed limit for the remaining section of the mainline shall be 45 mph.

## **Sign Locations**

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

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

## **Ground Mounted Sign Supports**

The Design-Build Team shall locate, 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 NCDOT 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>**

Prior to installation, the Design-Build Team shall 1) field verify all Type A and B ground mounted sign supports, 2) recalculate the field verified S-Dimensions, using the latest edition of the design software on the website noted above, and 3) revise the beam sections, where applicable. The Design-Build Team shall use the most recent version of the ground mounted sign support selection workbook tool, in accordance with the submittal schedule outlined in the "Instructions" tab of the tool.

Unless approved otherwise by the Department, in writing, 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.

The minimum lateral offset for ground mounted signs shall be 12 feet, unless approved otherwise by the Department. The lateral offset shall be measured from the edge of the travel lane closest to the shoulder to the closest sign edge.

All ground mounted signs on simple (non-breakaway) supports shall be protected by guardrail, barrier or another form of approved positive protection. The minimum lateral distance between the face of guardrail and the closest sign edge shall be six feet.

Unless noted otherwise elsewhere in this RFP, all Type D, E and F signs and sign assemblies shall be installed on wood posts in accordance with the NCDOT Roadway Standard Drawings. Type D signs shall not exceed eight feet in width and / or 24 square feet. Unless positively protected, all Type D, E and F signs and sign assemblies shall be installed on a maximum of **two wood posts**.

### **Removal and Disposal of Existing Signs**

The Design-Build Team shall determine which existing signs and sign supports will not be needed or relevant when the project is completed. The Design-Build Team shall remove and dispose of these signs and sign supports.

### **Temporary Sign and Support Design**

The Design-Build Team shall locate, design and install all temporary signs and sign supports. (Reference the Signing Requirements Section of the Transportation Management Scope of Work found elsewhere in this RFP for additional temporary signing requirements)

### **Sign Maintenance**

During project construction, the Design-Build Team shall maintain all existing signs within the project limits (including all temporary sign installations that may be required by the Transportation Management Plans) to ensure the signs are in good condition, perform as intended, and are visible to motorists. (Reference Articles 901-4 and 1092-2 of the NCDOT *Standard Specifications for Roads and Structures*) All signs and supports remaining / existing at the completion of this project shall be plumb, oriented correctly and adhere to AASHTO requirements.

### **Construction Revisions**

After submittal of RFC Signing Plans, the Design-Build Team shall submit all construction revisions to the Department for review and acceptance prior to incorporation.

**As-Built Plans**

After project completion, the Design-Build Team shall provide final electronic Signing Plans to the Department. At a minimum, these Signing Plans shall include all revisions that occurred during construction, as well as field verifications for ground mounted and bridge mounted sign supports. These plans shall be provided in .pdf and MicroStation format.

**EROSION AND SEDIMENTATION CONTROL SCOPE OF WORK** (5-26-16)

The NCDOT Roadside Environmental Unit shall review and accept all Erosion and Sedimentation Control Plans. Clearing & Grubbing and Final Grade Release for Construction (RFC) Erosion Control Plans shall be submitted to all NCDOT personnel listed in the Design-Build Submittal Guidelines before **any** land disturbing activities, including clearing and grubbing, can commence. If the Design-Build Team chooses to perform the work in discrete sections, then a complete set of Clearing & Grubbing and Final Grade RFC Erosion Control Plans shall be submitted, accepted, and distributed, as noted above, prior to land disturbing activities, including clearing and grubbing, commencing in that section. No land disturbing activities, including clearing and grubbing, shall occur in any location that does not have accepted Clearing & Grubbing and Final Grade RFC Erosion Control Plans. Refer to the most recent version of the NCDEQ - *Erosion and Sediment Control Planning and Design Manual* for erosion control design guidelines not addressed in this Scope of Work.

To ensure adherence with the August 1, 2016 NCG-010000 General Construction Permit, issued by the North Carolina Department of Environmental Quality, Division of Water Resources, the Design-Build Team shall formally submit a project-wide Vegetation Management Procedure for the Department's review and acceptance prior to any land disturbing activities. After this initial review, the Design-Build Team shall concurrently provide the Resident Engineer and Roadside Environmental Field Operations Engineer updated versions of the Vegetation Management Procedure on a monthly basis. These updated versions will not require formal submittal to the Design-Build Unit, but will be subject to review comments by the aforementioned field personnel. All versions of the Vegetation Management Procedure shall include, but not be limited to, 1) provisions for the early establishment of grasses / vegetation, 2) provisions for obtaining the required 80% permanent vegetation stand, as defined in the August 1, 2016 NCG-010000 General Construction Permit and in accordance with the *Permanent Vegetation Establishment* Project Special Provision found elsewhere in this RFP, by the project final completion date, and 3) procedure and schedule details for fertilizer topdressing, supplemental seeding, mowing and repair seeding. The Vegetation Management Procedure shall be closely coordinated with the grading and hauling operations. The Design-Build Team shall provide a narrative overview of the Vegetation Management Procedure in the Technical Proposal.

From the beginning through the end of construction, the Design-Build Team shall maintain comprehensive "red-line" As-Constructed Drawings that detail when and where permanent / temporary / repair seeding and fertilizer topdressing have been performed.

Erosion and Sedimentation Control Plans shall at a minimum address the following:

**I. Complete Set of Plans****A. Clearing and Grubbing Phase**

1. Use correct NCDOT symbology.

2. Protect existing drainage structure inlets with Rock Inlet Sediment Trap Type 'A' (RIST-A), Rock Inlet Sediment Trap Type 'C' (RIST-C), Rock Pipe Inlet Sediment Trap Type 'A' (PIST-A), etc.
3. Utilize adequate perimeter controls (temporary silt ditches (TSD), temporary silt fence (TSF), etc.).
4. Clean Water Diversions (CWD) shall not be used to divert offsite runoff through the project construction limits.
5. Utilize skimmer basins and rock measures with sediment control stone (Temporary Rock Sediment Dam Type 'B' (TRSD-B), Temporary Rock Silt Check Type 'A' (TRSC-A), etc.) at drainage outlets.
6. Take into account topography and show existing contour lines on Clearing & Grubbing Plans only.
7. Utilize Temporary Rock Silt Checks Type 'B' (TRSC-B) or wattles to reduce velocity in existing ditches with spacing of 250 feet divided by percentage of ditch grade. Also utilize TRSC-B's in proposed TSD's and temporary diversions (TD).
8. Protect existing streams; do not place erosion control devices in live streams unless permitted by the Division of Water Resources 401 Certification and the Army Corps of Engineers 404 Permit.
9. Sediment basins shall be sized to provide adequate silt storage for 3600 cubic feet per disturbed acre with surface area equal to 435 square feet per cubic foot per second (cfs) of the peak inflow rate, Q10, using 10-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website <http://dipper.nws.noaa.gov/hdsc/pfds/> for partial duration (ARI) time series type). A Sediment Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit upon request.
10. Skimmer Basins shall be sized to provide adequate silt storage for 1800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the peak inflow rate, Q10, using the 10-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website <http://dipper.nws.noaa.gov/hdsc/pfds/> for partial duration (ARI) time series type). Skimmer Basins shall be designed to dewater in two to three days. A Skimmer Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit upon request.
11. Design Riser Basins to the following standards:
  - a. Surface Area shall be determined by Equation A (sq. feet) = Q10 (cfs) \* 435.
  - b. Volume requirement shall be 1800 cubic feet per disturbed acre draining to the riser basin.
  - c. Riser Pipe shall have a cross-sectional area 1.5 times that of the barrel pipe.
  - d. The riser pipe shall be non-perforated with a skimmer attached to the bottom of the pipe, one foot from the bottom of the basin.
  - e. See NCDEQ - *Erosion and Sediment Control Planning and Design Manual* for additional design criteria.
12. The minimum and maximum length to width ratio of all Sediment Basins shall be 2:1 and 6:1, respectively.
13. Coir Fiber Baffles shall be installed in all silt basins and sediment dams at drainage outlets. For silt basins with a 20-foot or longer length, three Coir Fiber Baffles shall

- be installed with a spacing of 1/4 the basin length. For silt basins with a length less than 20 feet, a minimum of two Coir Fiber Baffles shall be installed, with a spacing of 1/3 the basin length. The Design-Build Team will not be required to show the individual baffles on the Erosion Control Plans, but shall be required to incorporate the Coir Fiber Baffle Detail on the Erosion Control Plans.
14. Include any culvert and / or pipe construction sequence plan sheets in the Clearing & Grubbing Plans; all pipes 48 inches or larger, or any combination of pipes that total 48 inches or more shall require a construction sequence. Prior to installation of pipes smaller than 48 inches in jurisdictional areas, the Design-Build Team shall submit a phasing plan for managing the watercourse to the Resident Engineer for review and acceptance. The phasing plan shall be in accordance with the Best Management Practices for Construction and Maintenance Activities.
  15. During construction, provide temporary sediment basins that dewater from the surface at all permanent stormwater devices.
  16. Utilize Coir Fiber Wattles with Polyacrylamide (PAM) and / or TRSC-As with Matting and PAM in temporary and permanent, existing and proposed ditches at a spacing of 50 feet in areas where sediment basins are not feasible at drainage outlets and in areas where sediment basins at drainage outlets with sediment traps (i.e. PIST-A, RIST-A, etc.), cannot be properly sized to surface area and / or sediment storage requirements due to safety concerns, right of way restrictions, utility conflicts, or other construction limitations approved by the NCDOT Roadside Environmental Unit.
  17. Place a device utilizing PAM at all sediment basin inlets.
  18. At a maximum spacing of 200 feet, and as directed, utilize Special Sediment Control Fence drainage breaks in silt fence.
  19. Do not place erosion control devices that require excavation (i.e. sediment basins, silt ditches, etc.) in wetlands.
  20. Within the entire project limits, provide disturbed and undisturbed drainage areas in MicroStation Format.
  21. For all drainage outlets where the runoff cannot be treated with a sediment basin and / or the sediment basin cannot be constructed to the required sediment storage or surface area requirements, provide a written explanation.
  22. Excluding perimeter Sediment Basins that will function only during Clearing and Grubbing operations, all perimeter Sediment Basins shall be placed outside of fill slopes.

#### B. Final Grade Phase

1. Use correct NCDOT symbology.
2. Protect existing and proposed drainage structure inlets with RIST-A, RIST-C, PIST-A, etc.
3. Utilize adequate perimeter controls (TSD, TSF, etc.).
4. Clean Water Diversions (CWD) shall not be used to divert offsite runoff through the project construction limits.

5. Utilize TRSC-B's or wattles to reduce velocity in existing and proposed ditches with spacing of 250 feet divided by percentage of ditch grade. Also utilize TRSC-B's in proposed TSD's and TD's.
6. Utilize temporary slope drains and earth berms at top of fill slopes five feet or higher and a fill slope steeper than 4:1, or where there are superelevations above 0.04 and fills are greater than five feet. Maximum slope drain spacing shall be 200 feet.
7. Utilize a rock energy dissipater at the outlet of all slope drains.
8. Devices at all drainage turnouts shall utilize skimmer or sediment control stone (TRSD-B, TRSC-A, etc.) and a spillway with an adequately designed base length to distribute outflow.
9. Sediment basins shall be sized to provide adequate silt storage for 3600 cubic feet per disturbed acre with surface area equal to 435 square feet per cubic foot per second (cfs) of the peak inflow rate, Q10, using 10-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website <http://dipper.nws.noaa.gov/hdsc/pfds/> for partial duration (ARI) time series type). A Sediment Basin Designer Spreadsheet will be provided by NCDOT Roadside Environmental Unit upon request.
10. Skimmer Basins shall be sized to provide adequate silt storage for 1800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the peak inflow rate, Q10, using the 10-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website <http://dipper.nws.noaa.gov/hdsc/pfds/> for partial duration (ARI) time series type). Skimmer Basins shall be designed to dewater in two to three days. A Skimmer Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit upon request.
11. Design Riser Basins to the following standards:
  - a. Surface Area shall be determined by Equation A (sq. feet) = Q10 (cfs) \* 435.
  - b. Volume requirement shall be 1800 cubic feet per disturbed acre draining to the riser basin.
  - c. Riser Pipe shall have a cross-sectional area 1.5 times that of the barrel pipe.
  - d. The riser pipe shall be non-perforated with a skimmer attached to the bottom of the pipe, one foot from the bottom of the basin.
  - e. See NCDEQ - *Erosion and Sediment Control Planning and Design Manual* for additional design criteria.
12. Provide matting for erosion control in all ditch lines, including but not limited to temporary ditch lines (TDs) utilized to divert offsite runoff around construction areas, where the velocity is greater than 2.0 feet / sec, and the shear stress is 1.55 psf or less. For ditch lines with a shear stress above 1.55 psf, Permanent Soil Reinforcement Mat or Rip Rap shall be utilized.
13. Unless otherwise approved by the Roadside Environmental Field Operations Engineer, provide matting for erosion control on all slopes (cut and fill) that are steeper than 4:1 and a height of eight feet or greater.
14. Along all slopes (cut and fill) that are 30 feet or higher, place parallel rows of 12-inch Excelsior Wattles at a spacing height of 20 feet.
15. The minimum and maximum length to width ratio of all Sediment Basins shall be 2:1 and 6:1, respectively.

16. Coir Fiber Baffles shall be installed in all silt basins and sediment dams at drainage outlets. For silt basins with a 20-foot or longer length, three Coir Fiber Baffles shall be installed with a spacing of 1/4 the basin length. For silt basins with a length less than 20 feet, a minimum of two Coir Fiber Baffles shall be installed, with a spacing of 1/3 the basin length. The Design-Build Team will not be required to show the individual baffles on the Erosion Control Plans, but shall be required to incorporate the Coir Fiber Baffle Detail on the Erosion Control Plans.
17. During construction, provide temporary sediment basins that dewater from the surface at all permanent stormwater devices.
18. Utilize Coir Fiber Wattles with Polyacrylamide (PAM) and / or TRSC-As with matting and PAM in temporary and permanent, existing and proposed ditches at a spacing of 50 feet in areas where sediment basins are not feasible at drainage outlets, and in areas where sediment basins at drainage outlets with sediment traps (i.e. PIST-A, RIST-A, etc.) cannot be properly sized to surface area and / or sediment storage requirements due to safety concerns, right of way restrictions, utility conflicts, or other construction limitations approved by the NCDOT Roadside Environmental Unit.
19. Place a device utilizing PAM at all sediment basin inlets.
20. At a maximum spacing of 200 feet, and as directed, utilize Special Sediment Control Fence drainage breaks in silt fence.
21. Do not place erosion control devices that require excavation (i.e. sediment basins, silt ditches, etc.) in wetlands.
22. Within the entire project limits, provide disturbed and undisturbed drainage areas in MicroStation Format.
23. For all drainage outlets where the runoff cannot be treated with a sediment basin and / or the sediment basin cannot be constructed to the required sediment storage or surface area requirements, provide a written explanation.
24. All perimeter Sediment Basins shall be placed outside of fill slopes.

### C. Intermediate Phase

Intermediate Erosion Control Plans shall only be required if design modifications and / or site conditions require additional erosion control design or design revisions to the RFC Clearing and Grubbing and / or RFC Final Grade Erosion Control Plans. Intermediate Plans shall be submitted for review and shall be accepted prior to construction of any aspect impacted by the revised erosion control design. For any intermediate phase, comply with Section B, "Final Grade Phase" above.

## II. Detail Sheets and Notes

- A. Provide project specific special notes and details, including but not limited to, skimmer basin, coir fiber wattle with Polyacrylamide (PAM), etc.
- B. Provide matting summary sheet(s): matting for erosion control, permanent soil reinforcement mat, and coir fiber mat.
- C. Provide reforestation sheet(s): regular, wetland, streambank and / or buffer showing appropriate species.



### III. Title Sheet

- A. Show correct notes: NCG-01, HQW, ESA, clearing and grubbing, etc.
- B. Show correct standards for project
- C. List of standard NCDOT symbology
- D. Show name and certification number of Level III certified individual responsible for designing and / or reviewing Erosion and Sedimentation Control Plans
- E. Show name of primary NCDOT Roadside Environmental Unit Erosion and Sedimentation Control Plan reviewer

### IV. Special Provisions

- A. Erosion Control Special Provisions are available at the following website:  

**[https://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/soil\\_water/special\\_provisions/](https://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/soil_water/special_provisions/)**
- B. References in Erosion Control Special Provisions from the aforementioned website to Method of Measurement, Basis of Payment, or any other statement regarding direct payment for Erosion & Sediment Control measures shall be disregarded.
- C. *Erosion & Sediment Control / Stormwater Certification Project Special Provision* found elsewhere in this RFP.

### V. Miscellaneous

- A. Plan submittals shall include all pertinent design information required for review, such as design calculations, drainage areas, etc.
- B. The NCDOT Roadside Environmental Unit will provide a sample set of Erosion and Sedimentation Control Plans (including any special details or special provisions used by the NCDOT Roadside Environmental Unit) and MicroStation Erosion Control Workspace to the Design-Build Team for reference upon request.
- C. Plans shall address any environmental issues raised during the permitting process.
- D. The Design-Build Team shall allow sufficient time in the proposed schedule to address any comments to the Erosion and Sedimentation Control Plans as deemed necessary by the NCDOT Roadside Environmental Unit.
- E. Temporary access and haul roads, other than public roads, constructed or used in connection with the project shall be considered a part of the project and addressed in the Erosion and Sedimentation Control Plans. Temporary access and haul roads located within the footprint and / or the right of way / easement corridor of the project shall be part of the highway Erosion and Sedimentation Control Plans. Temporary access and haul roads associated with borrow pits and staging areas shall be included in the Reclamation Plan.
- F. At a minimum, the Design-Build Team shall install Floating Turbidity Curtain 1) around each bridge end bent, 2) around construction staging areas on the north and south side approaches, 3) where construction activities create surface fill impacts in the Perquimans

River, and 4) where sufficient erosion control devices cannot be installed to contain sediment and / or turbidity impacts. If the environmental regulatory agencies require Floating Turbidity Curtain at the existing and / or the proposed bridge columns, the Design-Build Team shall submit a Floating Turbidity Curtain design for the bridge columns to the NCDOT Roadside Environmental Unit, via the Design-Build Unit, for review and acceptance prior to installation.

- G. In addition to the Turbidity Curtain requirements noted in item F., the Design-Build Team shall design and construct a Floating Turbidity Curtain or temporary impervious dike to contain material and stormwater runoff impacts associated with the pavement removal and regrading activities along the US 17 Business causeway. The Design-Build Team shall submit a Floating Turbidity Curtain design or impervious dike design for the aforementioned causeway activities to the NCDOT Roadside Environmental Unit, via the Design-Build Unit, for review and acceptance prior to installation. If a Floating Turbidity Curtain is insufficient to contain the material and stormwater runoff impacts, in the Department's sole discretion, a temporary impervious dike shall be provided.
- H. To contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment, provide Concrete Washout Structures at egress points. Concrete Washout Structures must collect and retain all concrete waste water and solids so that this material does not migrate to surface waters or into the ground water. The Concrete Washout Structures are not intended for concrete waste not associated with washout operations. The Concrete Washout Structures may include devices above or below ground and / or commercially available devices designed specifically to capture concrete waste water. Concrete Washout Structure options may be found in the Special Provision, available at the website noted in Section IV above. For construction details of an above grade and below grade Concrete Washout Structure, reference the website noted below:

**[http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/soil\\_water/pdf/ConcreteWashoutStructuresdetail.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/soil_water/pdf/ConcreteWashoutStructuresdetail.pdf)**

- I. Borrow or waste areas that are part of the project shall require a separate Reclamation Plan, unless the borrow or waste activity is regulated under the *Mining Act of 1971*, or is a landfill regulated by the NCDEQ - Division of Waste Management (DWM). For newly created borrow pit(s) that require dewatering, Borrow Pit(s) Dewatering Basins shall be required and shall be in accordance with the applicable Special Provision available at the website noted in Section IV above. The Design-Build Team shall submit the location and permit number for waste / borrow sites covered by the aforementioned Mining Act or regulated by the NCDEQ - DWM concurrently to the Design-Build Unit and the Resident Engineer. For Reclamation Procedures, see:

**[http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf)**

- J. Whenever the Engineer determines that significant erosion and sedimentation continues despite the installation of approved protective practices, the Design-Build Team shall be required to, and shall, take additional protective action.

- K. An accepted Erosion and Sedimentation Control Plan shall not exempt the Design-Build Team from making every effort to contain sediment onsite.
- L. Any Erosion Control Design revision made during the construction of the project shall be submitted to NCDOT Roadside Environmental Unit by the 15<sup>th</sup> of the month via the Design-Build Unit. At anytime requested by the Engineer or the NCDOT Roadside Environmental Unit, the Design-Build Team shall provide an updated version of the Erosion and Sedimentation Control Plans for distribution to all parties involved in the construction process.
- M. The Design-Build Team shall comply with the North Carolina Administrative Code *Title 15A Environmental Quality* Chapter 4, Sedimentation Control.
- N. A pre-submittal meeting shall take place between the NCDOT Roadside Environmental Unit Soil & Water Engineering Section, the Design-Build Team, and any other pertinent NCDOT personnel before any Erosion and Sedimentation Control Designs are submitted to NCDOT Roadside Environmental Unit. Erosion and Sedimentation Control Plan submittals shall only be reviewed and accepted by NCDOT Roadside Environmental Unit after the Erosion and Sedimentation Control Pre-Submittal Meeting. The Design-Build Team shall be required to submit a tentative Erosion and Sedimentation Control Plan submittal schedule at the pre-submittal meeting.
- O. At a minimum, the Design-Build Team shall bring one erosion control plan sheet with a Clearing & Grubbing erosion control design to the Erosion and Sedimentation Control Pre-Submittal Meeting.
- P. All RFC Erosion and Sedimentation Control Plans, including any red line revisions, shall be kept on site at all times throughout the duration of the project.
- Q. Immediately after the clearing and grubbing erosion control measures have been installed for the entire project, or for individual sections if the Design-Build Team has divided the project into construction segments, the Design-Build Team's erosion and sedimentation control designer shall field verify constructed dimensions and installation of all erosion control devices. After this initial inspection(s), the aforementioned designer shall review the project conditions a minimum of every 30 days during the heavy grading operations, and as directed by the Engineer, to verify the field conditions of disturbed areas draining to erosion control devices and to ensure that the erosion control devices provide the current field condition requirements for sediment storage and surface area. During construction, the NCDOT may conduct separate field inspections of the project conditions and the erosion control devices. The erosion and sedimentation control designer shall make appropriate design revisions to the Clearing and Grubbing, Intermediate Erosion Control Plans and / or Final Grade Erosion Control Plans resulting from / required by the Design-Build Team and / or the Departmental field inspections for the Department's review and acceptance, in accordance with the Design-Build Submittal Guidelines. The Design-Build Team shall concurrently provide written documentation of all field verifications / inspections performed by the Design-Build Team to the NCDOT Roadside Environmental Unit, Soil and Water Engineering and Field Operations Section, and the Resident Engineer. At a minimum, this documentation shall detail what was observed during the field verification / inspection and all resulting required actions with a timeframe for implementation. When the project conditions no longer warrant, in the sole discretion of the Department, inspections by the erosion and sedimentation control designer may cease.

- R. The Design-Build Team's erosion and sedimentation control designer shall submit design calculations, for the Department's review and acceptance, for all modifications to the Erosion and Sedimentation Control Plans that result in dimension modifications and / or relocations, other than minor shifts to accurately place, to the devices noted below:
- Riser Basin
  - Skimmer Basin and all devices with Skimmers
  - Temporary Rock Sediment Dam Type A
  - Temporary Rock Sediment Dam Type B
  - Temporary Rock Silt Check Type A
  - Culvert Construction Sequences
  - Temporary and Permanent Stream Channel Relocations
- S. Erosion & Sediment Control / Stormwater Certification shall be required according to the Project Special Provision found elsewhere in this RFP.
- T. Prior to installation of any erosion control devices, the Design-Build Team shall verify boundaries of jurisdictional areas in the field and delineate with Safety Fence or flagging. For guidance on Safety Fence and flagging in jurisdictional areas, see:

**[http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/)**

- U. Once RFC Erosion and Sedimentation Control Plans are issued, any major design change or addition, any change that involves calculations, and any addition, deletion, or relocation of a sediment basin shall be submitted to the NCDOT Roadside Environmental Unit, via the Design-Build Unit, for review and acceptance. Minor changes such as moving silt fence, adding or moving temporary ditches (unless adding new runoff flow to a sediment basin), and adding or moving slope drains shall be reviewed by the Engineer in the field.
- V. All erosion control measures with stone extending beyond the construction limits shall be considered temporary fill. If impacted wetland areas are permitted as Hand Clearing, then the aforementioned temporary fill shall be permitted as Temporary Fill in Hand Cleared Areas for Erosion Control. (Reference the Environmental Permits Scope of Work found elsewhere in this RFP)
- W. Sediment basins that drain directly into jurisdictional water or have a total drainage area of one acre or more shall be designed and constructed with outlet structures that only withdraw water from the surface. For sediment basins that do not drain directly into jurisdictional water or have less than one acre of total drainage area, surface dewatering outlets or stone outlets may be provided.
- X. In accordance with the requirements noted herein, the Design-Build Team shall be responsible for erosion control design, plans, plan implementation and maintenance of erosion control measures for all utility installation and relocation work performed by the Design-Build Team. To ensure that the Design-Build Team's erosion control designs, plan implementation and / or maintenance of erosion control measures do not conflict with the erosion control design, plan implementation and / or maintenance of erosion control measures for utility installation and / or relocation work performed by others, the

Design-Build Team shall coordinate with the utility companies performing Utilities by Others (UBO) work.

Y. Ground Cover Stabilization Requirements - NCG010000 (7 - 14 Days)

Ground cover stabilization shall comply with the timeframe guidelines specified by the North Carolina Department of Environmental Quality, Division of Water Resources NCG-010000 General Construction Permit that became effective on August 1, 2016. Excluding the slopes noted below, temporary and permanent ground cover stabilization shall be provided within seven calendar days from the last land-disturbing activity. The Design-Build Team shall label all slopes subject to the seven-day ground cover stabilization requirements on all Erosion and Sedimentation Control Plans submitted to the Department for review and acceptance.

For the slopes noted below, temporary and / or permanent ground cover stabilization shall be provided within 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of ten feet or less
- Slopes 3:1 or flatter, with a slope length of 50 feet or less
- Slopes 4:1 or flatter

Temporary and / or permanent ground cover stabilization shall be provided in accordance with the provisions in this RFP, the Vegetation Management Procedure developed by the Design-Build Team and the August 1, 2016 NCG-010000 General Construction Permit.

Z. Additional Ground Cover Stabilization Requirements

Once the Design-Build Team identifies the area for stabilization due to inactivity, the Design-Build Team shall obtain concurrence from the Engineer and adhere to the following options based on the estimated amount of time the area will remain inactive. If the area stabilized exceeds the estimated timeframe, the Design-Build Team shall implement the next level of stabilization as directed by the Engineer.

All application rates noted below are in pounds per acre.

**Short Term Stabilization - For areas that will remain inactive for up to 21 days**

Erodible areas shall be stabilized utilizing non-vegetative cover. Non-vegetative cover options include straw mulch, hydraulic applied erosion control products or rolled erosion control products. If straw mulch is used, it shall provide 100% groundcover and be tacked sufficiently to hold the mulch in place for the duration of the inactive period. All other methods shall be installed according to the manufacturer's directions.

**Mid-Term Stabilization -For areas that will remain inactive for up to 90 days**

Erodible areas shall be stabilized utilizing the following stabilization protocol:

**March 1 - August 31**

50# German or Browntop Millet  
 500# Fertilizer  
 4000# Limestone

**September 1 - February 28**

50# Rye Grain or Wheat  
 500# Fertilizer  
 4000# Limestone

At the Engineer's sole discretion, the use of limestone on sandy soils that require topsoil for stabilization may be eliminated. The Design-Build Team shall consult with, and obtain written approval from, the NCDOT Roadside Environmental Unit prior to eliminating limestone.

Upon obtaining written approval from the Engineer, the Design-Build Team may use wood mulch and / or ground clearing and grubbing debris as an option for Mid-Term Stabilization. If approved, the aforementioned mulch and / or debris shall be installed at a thickness that prevents erosion.

**Long Term Stabilization - For areas that will remain inactive for more than 91 days**

Erodible areas shall be stabilized utilizing the following stabilization protocol:

**All Roadway Areas****March 1 – August 31**

10# Centipede \*  
 50# Tall Fescue Cultivars \*\*  
 25# Bermudagrass (hulled)  
 500# Fertilizer  
 4000# Limestone

**September 1 – February 28**

10# Centipede \*  
 50# Tall Fescue Cultivars \*\*  
 35# Bermudagrass (unhulled)  
 500# Fertilizer  
 4000# Limestone

\* On cut and fill slopes 2:1 or steeper, the Design-Build Team shall apply centipede at a rate of five pounds per acre.

### Riparian and Wetland Locations

#### March 1 – August 31

18# Creeping Red Fescue Cultivars \*\*\*  
 6# Indiangrass  
 8# Little Bluestem  
 4# Switchgrass  
 25# Browntop Millet  
 500# Fertilizer  
 4000# Limestone

#### September 1 – February 28

18# Creeping Red Fescue Cultivars \*\*\*  
 6# Indiangrass  
 8# Little Bluestem  
 4# Switchgrass  
 35# Rye Grain  
 500# Fertilizer  
 4000# Limestone

### Waste and Borrow Areas

#### March 1 – August 31

75# Tall Fescue Cultivars \*\*  
 25# Bermudagrass (hulled)  
 500# Fertilizer  
 4000# Limestone

#### September 1 – February 28

75# Tall Fescue Cultivars \*\*  
 35# Bermudagrass (unhulled)  
 500# Fertilizer  
 4000# Limestone

**\*\* Approved Tall Fescue Cultivars**

|                            |                 |                 |                    |
|----------------------------|-----------------|-----------------|--------------------|
| 06 Dust                    | Escalade        | Justice         | Serengeti          |
| 2 <sup>nd</sup> Millennium | Essential       | Kalahari        | Shelby             |
| 3 <sup>rd</sup> Millennium | Evergreen 2     | Kitty Hawk 2000 | Sheridan           |
| Apache III                 | Falcon IV       | Legitimate      | Signia             |
| Avenger                    | Falcon NG       | Lexington       | Silver Hawk        |
| Barlexas                   | Falcon V        | LSD             | Sliverstar         |
| Barlexas II                | Faith           | Magellan        | Shenandoah Elite   |
| Bar Fa                     | Fat Cat         | Matador         | Sidewinder         |
| Barrera                    | Festnova        | Millennium SRP  | Skyline            |
| Barrington                 | Fidelity        | Monet           | Solara             |
| Barrobusto                 | Finelawn Elite  | Mustang 4       | Southern Choice II |
| Barvado                    | Finelawn Xpress | Ninja 2         | Speedway           |
| Biltmore                   | Finesse II      | Ol' Glory       | Spyder LS          |
| Bingo                      | Firebird        | Olympic Gold    | Sunset Gold        |
| Bizem                      | Firecracker LS  | Padre           | Taccoa             |
| Blackwatch                 | Firenza         | Patagonia       | Tanzania           |
| Blade Runner II            | Five Point      | Pedigree        | Trio               |
| Bonsai                     | Focus           | Picasso         | Tahoe II           |
| Braveheart                 | Forte           | Piedmont        | Talladega          |
| Bravo                      | Garrison        | Plantation      | Tarheel            |
| Bullseye                   | Gazelle II      | Proseeds 5301   | Terrano            |
| Cannavaro                  | Gold Medallion  | Prospect        | Titan ltd          |
| Catalyst                   | Grande 3        | Pure Gold       | Titanium LS        |
| Cayenne                    | Greenbrooks     | Quest           | Tracer             |
| Cessane Rz                 | Greenkeeper     | Raptor II       | Traverse SRP       |
| Chipper                    | Gremlin         | Rebel Exeda     | Tulsa Time         |
| Cochise IV                 | Greystone       | Rebel Sentry    | Turbo              |
| Constitution               | Guardian 21     | Rebel IV        | Turbo RZ           |
| Corgi                      | Guardian 41     | Regiment II     | Tuxedo RZ          |
| Corona                     | Hemi            | Regenerate      | Ultimate           |
| Coyote                     | Honky Tonk      | Rendition       | Venture            |
| Darlington                 | Hot Rod         | Rhambler 2 SRP  | Umbrella           |
| Davinci                    | Hunter          | Rembrandt       | Van Gogh           |
| Desire                     | Inferno         | Reunion         | Watchdog           |
| Dominion                   | Innovator       | Riverside       | Wolfpack II        |
| Dynamic                    | Integrity       | RNP             | Xtremegreen        |
| Dynasty                    | Jaguar 3        | Rocket          |                    |
| Endeavor                   | Jamboree        | Scorpion        |                    |

**\*\*\* Approved Creeping Red Fescue Cultivars**

Aberdeen

Boreal

Epic

Cindy Lou



From January 1 – December 31, the Design-Build Team shall apply an additional 20# of Sericea Lespedeza on cut and fill slopes 2:1 or steeper.

Fertilizer shall be 10-20-20 analysis or a different analysis that provides a 1-2-2 ratio applied at a rate that provides the same amount of plant food as a 10-20-20 analysis and as directed.

### **Soil Analysis**

If vegetation establishment indicates a deficiency in soil nutrients or an incurred pH level is present, the Design-Build Team shall take soil samples and apply additional soil amendments to the affected area and as directed.

### **Fertilizer Topdressing**

In accordance with the requirements noted below, the Design-Build Team shall apply a minimum of one Fertilizer Topdressing application to all permanently seeded areas immediately prior to completion of the project, twice during every growing season from April 1<sup>st</sup> through September 30<sup>th</sup>, and at other times as directed.

Fertilizer used for topdressing shall be 10-20-20 analysis applied at a rate of 500 pounds per acre; or a different analysis that provides a 1-2-2 ratio applied at a rate that provides the same amount of plant food as a 10-20-20 analysis and as directed.

Fertilizer used for waste and borrow areas shall be 16-8-8 grade applied at a rate of 500 pounds per acre; or a different analysis that provides a 2-1-1 ratio applied at a rate that provides the same amount of plant food as a 16-8-8 analysis and as directed.

### **Supplemental Seeding**

For all supplemental seeding, the kinds of seed and proportions shall be the same as specified above for *Long Term Stabilization*. The rate of application for supplemental seeding shall be between 25# to 75# per acre. Prior to topdressing, the Design-Build Team shall determine the actual rate per acre for supplemental seeding and submit the supplemental seeding rate and areas to the Department for review and acceptance.

To prevent disturbance of existing vegetation, minimum tillage equipment, consisting of a sod seeder, shall be used to incorporate seed into the soil where degree of slope allows. Where degree of slope prevents the use of a sod seeder, a clodbuster (ball and chain) may be used.

### **Mowing**

The minimum mowing height shall be four inches.

## **EROSION CONTROL COORDINATION MEETINGS**

### **Preliminary Construction Meeting**

Prior to any land disturbing activity, the Engineer will schedule a meeting with Division construction personnel, Design-Build Team senior management, Design-Build Team project staff, NCDOT project staff, consultant engineering / inspection staff, NCDOT Construction Unit, NCDOT Roadside Environmental Unit, Land Quality, Department of Water Resources and any other party associated with activities that impact the overall effectiveness of the project's erosion control.

During this meeting, the attendees shall review the Design-Build Team's Traffic Control Plans and identify potential erosion control issues. All attendees will provide comments, recommendations and supportive information to help facilitate resolution to the aforementioned potential erosion control issues.

### **Construction Meetings**

Once construction begins, the Engineer will schedule monthly meetings to review the erosion control status. All parties listed above for the Preliminary Construction Meeting shall participate in these monthly construction meetings.

During the construction meetings, the erosion control efforts / issues to date will be reviewed and discussed. Additionally, the upcoming construction phases will be reviewed to identify potential erosion control issues. After the construction meeting, a project review may occur to identify site specific issues and identify solutions. The Design-Build Team shall be responsible for all actions, corrections and / or resolutions resulting from the construction meetings and / or subsequent site visits.

The NCDOT senior management will discuss issues that are repeatedly identified on inspection reports and / or discussed during the construction meetings with the Design-Build Team's senior management.

If project activities do not change the erosion control status / conditions, the Engineer may elect to change the construction meeting frequency or cancel a meeting.

## **EROSION CONTROL DAMAGES**

The Design-Build Team shall observe and comply with Federal and State Laws, Local Laws, Ordinances, and Regulations; as well as Orders and Decrees of Bodies having any jurisdiction or authority in accordance with Section 107 of the 2012 NCDOT *Standard Specifications for Roads and Structures*.

The Design-Build Team shall take all reasonable precautions to comply with all regulations of all authorities having jurisdiction over public and private land governing the protection of erosion and sedimentation. Any fines, remediation required or charges levied against the Department for

failing to comply with all rules and regulations concerning erosion and sediment control, due to the Design-Build Team's negligence, carelessness, or failure to implement the Erosion and Sedimentation Control Plans and Specifications; or failure to maintain an approved Storm Water Pollution Prevention Plan (SWPPP), regardless of absence of neglect, shall be deducted from monies due the Design-Build Team. In addition to said fines, remediation required, or charges levied, any associated engineering costs or actions taken by the Department in order for the Department to comply with rules and regulations, as a result of the Design-Build Team's negligence, carelessness, or failure to implement the Erosion and Sedimentation Control Plans and Specifications; and / or the SWPPP, regardless of absence of neglect, shall be deducted from the monies due to the Design-Build Team.

**LIGHTING SCOPE OF WORK** (5-26-17)**GENERAL**

The Design-Build Team shall obtain the services of a firm prequalified for lighting design by the Department. The firm shall be prequalified prior to the Technical Proposal date. Provide lighting design in accordance with this Scope of Work, the *Lighting* Special Provision found elsewhere in this RFP, and the Minimum Technical Requirements.

The Design-Build Team shall furnish, install, connect, and place into satisfactory operating condition, lighting equipment and materials in accordance with Division 14 of the 2012 NCDOT *Standard Specifications for Roads and Structures*, and the 2012 NCDOT *Roadway Standard Drawings*, except as amended herein or the Minimum Technical Requirements.

The Design-Build Team shall provide the following design information to the Department for review and acceptance prior to ordering lighting equipment:

- Electronic CADD files in MicroStation format, using Geopak Software (current version used by the Department), showing proposed design.
- Photometric files in Visual Pro format showing light levels on the roadway and sidewalk of the bridge.
- Files showing voltage drop calculations for conductor sizing of all lighting circuits.

Reference the Traffic Management Scope of Work found elsewhere in this RFP for time restrictions and lane closure requirements.

Reference the *Lighting* Project Special Provision found elsewhere in this RFP and Minimum Technical Requirements for additional requirements.

**ROADWAY LIGHTING**

The Design-Build Team shall design, furnish and install roadway lighting from the southern project limits to -ALT B- Sta. 35+00. The lighting shall be designed to meet an AASHTO functional classification of Collector / Intermediate with a minimum of 0.8 footcandle (fc) at 4:1 uniformity (average to minimum) ratio on the roadway and sidewalk surfaces.

Lighting of the roadway and sidewalks along the approach spans of the bridge shall be accomplished via post top light poles placed in a staggered arrangement mounted on outriggers located outside the bridge rail. The light poles shall be concrete, eight-sided, equipped with a handhole near the base, and finished as described in the Lighting Project Special Provision found elsewhere in this RFP. The base shall be fluted and the height of the poles shall be the same as the existing light poles. A weatherproof external 15 Amp (A), 120-volt (V) GFI duplex electrical receptacle shall be provided near the top of the pole. The light poles shall be designed for a 90 MPH wind zone. In order to replicate the existing lighting along the mainline, the spacing between light poles on the same side of the bridge approach spans shall not exceed 80 feet, while the spacing between light poles on the same side of the roadway south of the proposed bridge shall not exceed 150 feet.

Lighting for the roadway and sidewalk on the swing span shall be accomplished via canopy or parking garage type light fixtures mounted directly to the truss structure.

All light fixtures shall have light emitting diode (LED) light sources. The post top light fixtures shall be of similar octagonal lantern design as the high pressure sodium (HPS) fixtures currently installed on the existing bridge and along North Church Street in Hertford. Light fixtures shall be finished with black paint rated for marine environments.

### **CHANNEL LIGHTING**

A pair of flood light fixtures shall be installed on the top or side of the Bridge Tender's House to illuminate the northern and western tips of the pivot pier and channel during swing operations. The flood light fixture shall have LED light sources and be a minimum of 40,000 rated lumens. These lights shall not operate dusk to dawn, but shall be manually controlled during swing span openings. Manual control may be initiated locally and remotely depending on swing span operator location.

The flood light fixture shall be rated for outdoor use and rated for UL 1598A Marine Outside Type (Salt Water) environments.

### **NAVIGATIONAL LIGHTING**

The Design-Build Team shall provide and install navigational lighting meeting minimum U.S. Coast Guard requirements for swing bridges as detailed in the Code of Federal Regulations, Title 33, Chapter I, Subchapter J, Part 118, Section 118.70 (33 CFR 118.70).

### **MESSENGER CABLE SYSTEM**

The Design-Build Team shall design, provide and install a messenger cable system in the outside bays beneath the bridge approach spans to deliver power to the light poles mounted on bridge outriggers.

### **EXISTING LIGHTING**

Existing light poles and fixtures shall be dismantled and returned to the Town of Hertford.

### **ELECTRICAL SERVICE**

Electrical service will be required at the northern and southern ends of the bridge. The Design-Build Team shall provide and install a lighting combination panel at each service location. The combination panel shall be equipped with a main breaker, feeder circuit breakers, flange mounted interlocked disconnect handle and a solid neutral bar. The Design-Build Team shall also provide a 200A meter socket for connection to the local utility for electrical service to the light poles.

Electrical service for the roadway lights on the swing span shall be provided from the submarine cable. (Reference the Minimum Technical Requirements) The Design-Build Team shall provide and install a separate lighting panel, installed as a subpanel to the main panel, in the electrical room of the Tender's House for the swing span roadway lighting.

**MAINTENANCE**

Throughout construction, the Design-Build Team shall assume responsibility for routine maintenance of the newly installed lighting system(s) in accordance with Division 14 of the 2012 NCDOT *Standard Specifications for Roads and Structures*, except as amended below.

- NCDOT will assume maintenance responsibility for the completed lighting systems after issuance of the project Final Acceptance Letter, and there is no chance of construction-related damage.
- The Design-Build Team shall replace, at no cost to the Department, any newly installed non-functional lighting system component within the project limits. All luminaires must be operational at project acceptance.

**PUBLIC INFORMATION SCOPE OF WORK** (2-27-17)

The NCDOT will take the lead role on this project and be responsible for a portion of the public information efforts, through the Department's Communications Office and Public Involvement Group. Unless noted otherwise elsewhere in this RFP, the NCDOT responsibilities include:

- Organizing public meetings, including venue selection, reservation and fee
- Providing media announcements
- Developing and producing informational print materials for all meetings and workshops
- Soliciting and administering advertisements, as deemed necessary
- Mailings to the identified target audiences, including postage
- If necessary, developing and producing informational print materials for Limited English Proficiency (LEP) outreach

The Design-Build Team shall coordinate with the Department to promote public awareness for this project. The amount of public involvement required for this project shall be directly based on the Design-Build Team's Transportation Management Plans and construction details. The Design-Build Team's responsibilities shall include, but are not limited to, the following:

- Providing information requested by the Department to develop and produce informational printed materials for all meetings and workshops
- Providing details surrounding the impacts to the public
- Providing advance notice to the Department of upcoming project impacts
- Assisting the Department in the development of the target audience list
- Attending and / or speaking at public meetings
- Hand delivery of time sensitive informational materials

The Design-Build Team shall hold an initial project coordination meeting with NCDOT at least six weeks prior to the start of construction to discuss project impacts to the public. This information will be used by the Department to create a Public Information Plan.

To ensure that project information can be distributed to the public using standard methods, including but not limited to notices to newspapers, media outlets, and the project website, the Design-Build Team shall inform the Department at least twenty-one (21) calendar days in advance of any construction activity that will have significant impact on the public. These activities shall include, but are not limited to, the start of construction, major traffic shifts, road closures, ramp closures, detours, night work and project completion.

The Department will develop, with assistance from the Design-Build Team, the specific list of target audiences for this project. The following groups are identified as typical target audiences to receive informational materials:

- Governmental agencies
- Municipalities directly affected by construction
- Transportation services
- Emergency services

- Neighborhood groups and private homes
- Industry and businesses
- Chamber of Commerce
- Individual schools affected by the project
- County / City school systems
- Any other organization as deemed necessary by the Department.

The minimum public information requirements solely associated with the Transportation Management Plans shall include, but are not limited to the following:

- Public Meetings – If Beginning of Construction meeting for area businesses and residents is held, attending and / or speaking at this event.
- Distribution of Informational Materials - For beginning of construction and for all road closures with detour routes, the Design-Build Team shall be responsible for providing time sensitive informational material, provided by the NCDOT, directly to the target audiences. If the Design-Build Team informs the Department of the aforementioned activities less than twenty-one (21) calendar days in advance, the Design-Build Team shall hand deliver the materials to the impacted target audiences.

The Department will be responsible for establishing, creating, maintaining and updating the project website. However, throughout the project duration, the Design-Build Team shall coordinate with Kelly Gardner ([kgardner3@ncdot.gov](mailto:kgardner3@ncdot.gov)), the Web Content Manager in the NCDOT Communications Office, to ensure the accuracy of the aforementioned project website. At a minimum, the Design-Build Team shall designate a contact for public information inquiries / coordination. Throughout construction, this contact shall provide weekly updates to the NCDOT Communications Office, including, but not limited to, traffic control phasing, graphic illustrations, project pictures, etc.

The Design-Build Team shall discuss in the Technical Proposal their approach to providing the public with communication access to project personnel to inquire as to traffic impacts, including vehicular and pedestrian.

The Design-Build Team shall include in their Lump Sum Bid price for the project, all costs associated with their involvement in the Public Information Scope of Work.



**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\*****VALUE ENGINEERING PROPOSALS**

(4-6-15)

104

DB01 G116

Value Engineering Proposals (VEP), as specified in Article 104-12 of the 2012 *Standard Specifications for Roads and Structures* will be accepted. Only proposals, which alter the Technical Proposal submitted by the Design-Build Team and / or the requirements of the RFP issued by the Department, will be considered as Value Engineering Proposals.

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 1-36, Subarticle 104-12(B), Evaluation of Proposals, Lines 42 - 44**, replace the fourth sentence of the second paragraph with the following:

Pending execution of a formal supplemental agreement implementing an approved VEP and transferal of final plans (hard copy and electronic), sealed by an engineer licensed in the State of North Carolina, incorporating an approved VEP to the State Value Management Engineer, the Resident Engineer and the Design-Build Unit, the Design-Build Team shall remain obligated to perform the work in accordance with the terms of the existing contract with no additional contract time or compensation.

**Page 1-37, Subarticle 104-12(D), Preliminary Review, Lines 9 - 12**, replace the first sentence of the first paragraph with the following:

Should the Design-Build Team desire a preliminary review of a possible VEP, prior to expending considerable time and expense in full development, a copy of the Preliminary VEP shall be concurrently submitted to the State Value Management Engineer at **ValueManagementUnit@ncdot.gov**, the Resident Engineer and the Design-Build Unit.

**Page 1-37, Subarticle 104-12(E), Final Proposal, Lines 22 - 23**, replace the first sentence of the first paragraph with the following:

The Design-Build Team shall concurrently submit a copy of the Final VEP to the State Value Management Engineer at **ValueManagementUnit@ncdot.gov**, the Resident Engineer and the Design-Build Unit.

**Page 1-38, Subarticle 104-12(F), Modifications, Lines 2 - 8**, replace the first paragraph with the following:

The preparation of new design drawings by the Design-Build Team shall be coordinated with the appropriate Department personnel through the State Value Management Engineer. The Design-Build Team shall provide, at no charge to the Department, one set of reproducible drawings of the approved design needed to implement the VEP. Drawings (hard copy and electronic) which are sealed by an engineer licensed in the State of North Carolina shall be concurrently submitted to the State Value Management Engineer, the Resident Engineer and the Design-Build Unit no

later than ten (10) business days after acceptance of a VEP, unless otherwise permitted in writing.

**Page 1-38, Subarticle 104-12(F), Modifications, Line 17**, add the following at the end of the third paragraph:

Supplemental agreements shall add one line item deducting the full savings from the lump sum price bid for the entire project and one line item crediting the Design-Build Team with 50.0% of the total VEP savings.

**Page 1-38, Subarticle 104-12(F), Modifications, Lines 45 - 47**, replace the eighth paragraph with the following:

Unless and until a supplemental agreement is executed and issued by the Department; and final plans (hard copy and electronic) sealed by an engineer licensed in the State of North Carolina incorporating an approved VEP have been concurrently provided to the State Value Management Engineer, the Resident Engineer and the Design-Build Unit, the Design-Build Team shall remain obligated to perform the work in accordance with the terms of the existing contract with no additional contract time or compensation.

### **PLANT AND PEST QUARANTINES**

#### **(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer and Other Noxious Weeds)**

(8-31-13)(Rev. 12-20-16)

DB1 G130

#### **Within Quarantined Area**

This project may be within a county regulated for plant and / or pests. If the project or any part of the Design-Build Team's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal / state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

#### **Originating in a Quarantined County**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture / United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

#### **Contact**

Contact the N.C. Department of Agriculture / United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut / waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod
3. Plant crowns and roots
4. Bulbs, corms, rhizomes, and tubers of ornamental plants
5. Hay, straw, fodder, and plant litter of any kind
6. Clearing and grubbing debris
7. Used agricultural cultivating and harvesting equipment
8. Used earth-moving equipment
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer or other noxious weeds.

**GIFTS FROM VENDORS AND CONTRACTORS**

(12-15-09)

DB1 G152

By Executive Order 24, issued by Governor Perdue, and N.C. *G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

**LIABILITY INSURANCE**

(3-19-14)

DB1 G160

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 1-60, Article 107-15, LIABILITY INSURANCE, Line 16**, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE**

(7-31-12)

DB1 G185

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

**SUBLETTING OF CONTRACT**

(12-19-14)

108-6

DB1 G186

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 1-67, Article 108-6, SUBLETTING OF CONTRACT, Line 7**, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Design Build Team. If the Design Build Team sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

**NAME CHANGE FOR NCDENR**

(1-12-16)

DB Z11

Wherever in the 2012 *Standard Specifications for Roads and Structures*, elsewhere in this RFP, or material / information provided by the Department that reference is made to "NCDENR" or "North Carolina Department of Environment and Natural Resources", replace with "NCDEQ" or "North Carolina Department of Environmental Quality", respectively, as the case may be.

**SELECT GRANULAR MATERIAL**

(9-1-11)

DB2 R80

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 2-28, Article 265-2 MATERIALS**, add the following:

Use only Class III select material for select granular material.

**ROCK AND BROKEN PAVEMENT FILLS**

(12-29-15)

235

DB2 R85

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 2-22, Article 235-2 MATERIALS**, add the following after **Line 19**:

| <b>Item</b>   | <b>Section</b> |
|---|----------------|
| Geotextile for Rock and Broken Pavement Fills, Type 2 | 1056           |

Provide Type 2 geotextile for filtration geotextiles. Use rip rap and No. 57 stone from either a quarry or onsite material to fill voids in rock and broken pavement fills. Provide small and large size rip rap with stone sizes that meet Class A and B in accordance with Table 1042-1 and No. 57 stone with a gradation that meets Table 1005-1 or use similar size onsite material approved by the Engineer.

**Page 2-23, Subarticle 235-3(B) Embankment Formation, Lines 18 - 19**, delete the third sentence in the seventh paragraph.

**Page 2-23, Subarticle 235-3(B) Embankment Formation, Lines 21 - 23**, replace the eighth paragraph with the following:

Before placing embankment fill material or filtration geotextiles over rock and broken pavement, fill voids in the top of rock and broken pavement fill with rip rap and No. 57 stone. Place and compact larger rip rap first followed by smaller rip rap. Then, fill any remaining voids with No. 57 stone so geotextiles are not torn, ripped or otherwise damaged when installed and covered. Compact rip rap and No. 57 stone with tracked equipment or other approved methods. Install filtration geotextiles on top of rock, broken pavement, rip rap and No. 57 stone in accordance with Article 270-3 before placing remaining embankment fill material.

Remove any rocks, debris or pavement pieces from the roadbed larger than two inches within 12" of the subgrade or finished grade, whichever is lower.

**BRIDGE APPROACH FILLS**

(9-1-11)

DB4 R01

**Description**

Bridge approach fills include bridge approach fills for sub regional tier bridges and reinforced bridge approach fills. Construct bridge approach fills in accordance with the contract and Roadway Standard Drawing No. 422.10. Define "geosynthetics" as geotextiles or geomembranes.

## Materials

Refer to Division 10 of the 2012 *Standard Specifications for Roads and Structures*.

| Item                          | Section   |
|-------------------------------|-----------|
| Anchor Pins                   | 1056-2    |
| Geotextiles                   | 1056      |
| Portland Cement Concrete      | 1000      |
| Select Material               | 1016      |
| Subsurface Drainage Materials | 1044      |
| Wire Staples                  | 1060-8(D) |

For bridge approach fills for sub regional tier bridges, provide Type 1 geotextile for filtration geotextiles. For reinforced bridge approach fills, provide Type 5 geotextile for geotextile reinforcement and Type 1 geotextile and No. 78M stone for drains. Use Class B concrete for concrete pads.

Use Class III or V select material for reinforced bridge approach fills and only Class V select material (standard size No. 78M stone) for bridge approach fills for sub regional tier bridges. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For drains and PVC pipes behind end bents, use pipes with perforations that meet AASHTO M 278.

Use PVC, HDPE or linear low density polyethylene (LLDPE) geomembranes for reinforced bridge approach fills. For PVC geomembranes, provide grade PVC30 geomembranes that meet ASTM D7176. For HDPE and LLDPE geomembranes, use geomembranes with a nominal thickness of at least 30 mils that meet Geosynthetic Research Institute Standard Specifications GM13 or GM17, respectively. Handle and store geomembranes in accordance with Article 1056-2 of the 2012 *Standard Specifications for Roads and Structures*. Provide material certifications for geomembranes in accordance with Article 1056-3 of the 2012 *Standard Specifications for Roads and Structures*.

## Construction Methods

Excavate as necessary for bridge approach fills in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geomembranes or filtration geotextiles until excavation dimensions and foundation material are approved. Attach geomembranes and filtration geotextiles to end bent cap back and wing walls with adhesives, tapes or other approved methods. Glue or weld geomembrane seams to prevent leakage.

For reinforced bridge approach fills, place geotextile reinforcement within 3" of locations shown in Roadway Standard Drawing No. 422.10 and in slight tension free of kinks, folds, wrinkles or creases. Install geotextile reinforcement with the orientation, dimensions and number of layers shown in Roadway Standard Drawing No. 422.10. Place first layer of geotextile reinforcement directly on geomembranes with no void or material in between. Install geotextile reinforcement with the machine direction (MD) parallel to the roadway centerline. The MD is the direction of the length or long dimension of the geotextile roll. Do not splice or overlap geotextile

reinforcement in the MD so seams are perpendicular to the roadway centerline. Wrap geotextile reinforcement at end bent cap back and wing walls as shown in Roadway Standard Drawing No. 422.10 and directed by the Engineer. Extend geotextile reinforcement at least four feet back behind end bent cap back and wing walls into select material.

Overlap adjacent geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geosynthetics.

For reinforced bridge approach fills, construct one foot square drains consisting of 4" diameter continuous perforated PVC pipes surrounded by No. 78M stone wrapped in Type 1 geotextiles. Install drains in accordance with Roadway Standard Drawing No. 422.10. For bridge approach fills for sub regional tier bridges, install 4" diameter continuous perforated PVC drain pipes in accordance with Roadway Standard Drawing No. 422.11.

Use solvent cement to connect PVC pipes so joints do not leak. Connect perforated pipes to outlet pipes just behind wing walls. Provide drain pipes and drains with positive drainage towards outlets. Place pipe sleeves in or under wing walls for outlet pipes so positive drainage is maintained. Use sleeves that can withstand wing wall loads.

Place select material in 8" to 10" thick lifts. Use only hand operated compaction equipment to compact select material for bridge approach fills. Compact Class III select material in accordance with Subarticle 235-3(C) of the 2012 *Standard Specifications for Roads and Structures*. Compact No. 78M stone with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geosynthetics, drain pipes or drains when placing and compacting select material. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics, drain pipes or drains until they are covered with at least 8" of select material. Replace any damaged geosynthetics, drain pipes or drains to the satisfaction of the Engineer.

Cover open ends of outlet pipes with rodent screens as shown in Roadway Standard Drawing No. 815.03. Connect ends of outlet pipes to concrete pads or existing drainage structures as directed by the Engineer. Construct concrete pads with an Ordinary surface finish that meets Subarticle 825-6(B) of the 2012 *Standard Specifications for Roads and Structures*.

#### **CLASS IV AGGREGATE STABILIZATION**

(10-02-14)

510

DB05 R12

#### **Description**

As directed by the Engineer, stabilize sandy subgrade material with Class IV aggregate to prevent rutting of the subgrade prior to paving directly on the subgrade. Remove material as needed in cut areas prior to placing the Class IV aggregate.

**Materials**

Refer to Division 10

| <b>Item</b>               | <b>Section</b> |
|---------------------------|----------------|
| Select Material, Class IV | 1016           |

Use Class IV Select Material for Class IV Aggregate Stabilization.

**Construction Methods**

As directed by the Engineer, place aggregate by end dumping aggregate on approved subgrade soils to provide a working platform and reduce wheel rutting of subgrade material. Place the Class IV aggregate stabilization to a thickness of two to three inches.

**Maintenance**

Maintain aggregate stabilization in an acceptable condition and minimize the use of heavy equipment on aggregate in order to avoid damaging the subgrade. Provide and maintain drainage ditches and drains as required to prevent entrapping water in aggregate stabilization.

**AGGREGATE BASE COURSE**

(10-2-14)

520

DB05 R14

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 5-10, Article 520-5, HAULING AND PLACING AGGREGATE BASE MATERIAL,** add the following sentence to the end of the first paragraph starting on **Line 21**:

In addition, as approved by the Engineer, place by end dumping aggregate on approved sandy subgrade soils to provide a working platform and reduce wheel rutting of the subgrade. When allowed, end dumping will be limited to a uniformly spread thickness of two to three inches prior to placing the remaining aggregate thickness with a mechanical spreader.

**ASPHALT PAVEMENTS - SUPERPAVE**

(6-19-12) (Rev. 12-3-15)

605, 609, 610, 650

DB 6 R01

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 6-3, Article 605-7, APPLICATION RATES AND TEMPERATURES,** replace this article, including Table 605-1, with the following:

Apply tack coat uniformly across the existing surface at target application rates shown in Table 605-1.



| <b>TABLE 605-1<br/>APPLICATION RATES FOR TACK COAT</b> |                             |
|--|-----------------------------|
| <b>Existing Surface</b>                                | <b>Target Rate (gal/sy)</b> |
|  | <b>Emulsified Asphalt</b>   |
| New Asphalt  | 0.04 ± 0.01                 |
| Oxidized or Milled Asphalt                             | 0.06 ± 0.01                 |
| Concrete   | 0.08 ± 0.01                 |

Apply tack coat at a temperature within the ranges shown in Table 605-2. Tack coat shall not be overheated during storage, transport or at application.

| <b>TABLE 605-2<br/>APPLICATION TEMPERATURE FOR TACK COAT</b> |                          |
|--|--------------------------|
| <b>Asphalt Material</b>                                      | <b>Temperature Range</b> |
| Asphalt Binder, Grade PG 64-22                               | 350 - 400° F             |
| Emulsified Asphalt, Grade RS-1H                              | 130 - 160° F             |
| Emulsified Asphalt, Grade CRS-1                              | 130 - 160° F             |
| Emulsified Asphalt, Grade CRS-1H                             | 130 - 160° F             |
| Emulsified Asphalt, Grade HFMS-1                             | 130 - 160° F             |
| Emulsified Asphalt, Grade CRS-2                              | 130 - 160° F             |

**Page 6-7, Article 609-3, FIELD VERIFICATION OF MIXTURE AND JOB MIX FORMULA ADJUSTMENTS, Lines 35-37,** delete the second sentence of the second paragraph.

**Page 6-18, Article 610-1, DESCRIPTION, Lines 40 - 41,** delete the last sentence of the last paragraph.

**Page 6-19, Subarticle 610-3(A), Mix Design-General, Line 5,** add the following as the first paragraph:

Warm mix asphalt (WMA) is allowed for use at the Design-Build Team's option in accordance with the NCDOT Approved Products List for WMA Technologies available at:

**<https://connect.ncdot.gov/resources/Materials/MaterialsResources/Warm%20Mix%20Asphalt%20Approved%20List.pdf>**

**Page 6-20, Subarticle 610-3(C), Job Mix Formula (JMF), Lines 47 - 48,** replace the last sentence of the third paragraph with the following:

The JMF mix temperature shall be within the ranges shown in Table 610-1 unless otherwise approved.

**Page 6-21, Subarticle 610-3(C), Job Mix Formula (JMF),** replace Table 610-1 with the following:

| <b>TABLE 610-1</b>                             |                            |
|--|----------------------------|
| <b>MIXING TEMPERATURE AT THE ASPHALT PLANT</b> |                            |
| <b>Binder Grade</b>                            | <b>JMF Mix Temperature</b> |
| PG 58-28; PG 64-22                             | 250 – 290° F               |
| PG 70-22                                       | 275- 305° F                |
| PG 76-22                                       | 300- 325° F                |

**Page 6-21, Subarticle 610-3(C), Job Mix Formula (JMF), Lines 1 - 2**, in the first sentence of the first paragraph, delete “and compaction”. **Lines 4-7**, delete the second paragraph and replace with the following:

When RAS is used, the JMF mix temperature shall be established at 275° F or higher.

**Page 6-22, Article 610-4, WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES, Lines 15 - 17**, replace the second sentence of the first paragraph with the following:

Do not place asphalt material when the air or surface temperatures, measured at the location of the paving operation away from artificial heat, do not meet Table 610-5.

**Page 6-23, Article 610-4, WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES**, replace Table 610-5 with the following:

| <b>TABLE 610-5</b>                        |  |
|---|--|
| <b>PLACEMENT TEMPERATURES FOR ASPHALT</b> |  |
| <b>Asphalt Concrete Mix Type</b>          | <b>Minimum Surface and Air Temperature</b> |
| B25.0B, C                                 | 35° F                                      |
| I19.0B, C, D                              | 35° F                                      |
| SF9.5A, S9.5B                             | 40° F <sup>A</sup>                         |
| S9.5C, S12.5C                             | 45° F <sup>A</sup>                         |
| S9.5D, S12.5D                             | 50° F                                      |

**A.** For the final layer of surface mixes containing recycled asphalt shingles (RAS), the minimum surface and air temperature shall be 50° F.

**Page 6-23, Subarticle 610-5(A), General, Lines 33 - 34**, replace the last sentence of the third paragraph with the following:

Produce the mixture at the asphalt plant within  $\pm 25^{\circ}$  F of the JMF mix temperature. The temperature of the mixture, when discharged from the mixer, shall not exceed 350° F.

**Page 6-26, Article 610-7, HAULING OF ASPHALT MIXTURE, Lines 22 - 23**, in the fourth sentence of the first paragraph replace “so as to overlap the top of the truck bed and” with “to”. **Line 28**, in the last paragraph, replace “+15° F to -25° F of the specified JMF temperature.” with “ $\pm 25^{\circ}$  F of the specified JMF mix temperature.”

**Page 6-26, Article 610-8, SPREADING AND FINISHING, Line 34**, add the following new paragraph:

As referenced in Section 9.6.3 of the *HMA / QMS Manual*, use the automatic screed controls on the paver to control the longitudinal profile. Where approved by the Engineer, the Design-Build Team has the option to use either a fixed or mobile string line.

**Page 6-29, Article 610-13, FINAL SURFACE TESTING AND ACCEPTANCE, Line 39**, add the following after the first sentence in the first paragraph:

Smoothness acceptance testing using the inertial profiler is not required on ramps and turn lanes that are less than 1000 feet and all loops.

**Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, Lines 15 - 16**, replace the fourth sentence of the fourth paragraph with the following:

The interval at which relative profile elevations are reported shall be 2”.

**Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, Lines 25 - 28**, replace the ninth paragraph with the following:

Operate the profiler at any speed, as per the manufacturer’s recommendations, to collect valid data.

**Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, Lines 30 - 31**, delete the third sentence of the tenth paragraph.

**Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, Lines 11 - 13**, replace the first sentence of the third paragraph with the following:

After testing, transfer the profile data from the profiler portable computer’s hard drive to a write once storage media (Flash drive, USB, DVD-R or CD-R) or electronic media approved by the Engineer.

**Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, Lines 17 - 18**, replace the first sentence of the fourth paragraph with the following:

Submit a report with the documentation and electronic data of the evaluation for each section to the Engineer within ten days after completion of the smoothness testing. The report shall be in the tabular format for each 0.10 segment, or a portion thereof, with a summary of the MRI values and the localized roughness areas including corresponding project station numbers or acceptable reference points. Calculate the pay adjustments for all segments in accordance with the formulas in Sections (1) and (2) shown below. The Engineer shall review and approve all pay adjustments unless corrective action is required.

**Page 6-31, Subarticle 610-13(A)(1), Acceptance for New Construction, Lines 36 - 37,** replace the third paragraph with the following:

The price adjustment will apply to each 0.10-mile section, or prorated for a portion thereof, based on the Mean Roughness Index (MRI), the average IRI values from both wheel paths.

**Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, Lines 12 - 16,** replace the first paragraph with the following:

Areas of localized roughness shall be identified through the “Smoothness Assurance Module (SAM)” provided in the ProVAL software. Use the SAM report to optimize repair strategies by analyzing the measurements from profiles collected using inertial profilers. The ride quality threshold for localized roughness shall be 165 in/mile for any sections that are 15 feet to 100 feet in length at the continuous short interval of 25 feet. Submit a continuous roughness report to identify each section with project station numbers or reference points outside the threshold and identify all localized roughness, with the signature of the Operator included with the submitted IRI trace and electronic files.

**Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, Line 21,** add the following new paragraph:

If the Engineer does not require corrective action, the pay adjustment for each area of localized roughness shall be based on the following formula:

$$PA = (165 - LR\#) 5$$

Where:

- PA = Pay Adjustment (dollars)
- LR# = The Localized Roughness number determined from SAM report for the ride quality threshold

**Page 6-41, Subarticle 650-3(B), Mix Design Criteria,** replace Table 650-1 with the following:

| <b>Grading Requirements</b> | <b>Total Percent Passing</b> |                           |                           |
|-----------------------------|------------------------------|---------------------------|---------------------------|
|                             | <i>Type FC-1</i>             | <i>Type FC-1 Modified</i> | <i>Type FC-2 Modified</i> |
| <i>Sieve Size (mm)</i>      |                              |                           |                           |
| 19.0                        | -                            | -                         | 100                       |
| 12.5                        | 100                          | 100                       | 80 - 100                  |
| 9.50                        | 75 - 100                     | 75 - 100                  | 55 - 80                   |
| 4.75                        | 25 - 45                      | 25 - 45                   | 15 - 30                   |
| 2.36                        | 5 - 15                       | 5 - 15                    | 5 - 15                    |
| 0.075                       | 1.0 - 3.0                    | 1.0 - 3.0                 | 2.0 - 4.0                 |

**ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES**

(6-07-12)

DB6 R15

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

|                                      |              |      |
|--------------------------------------|--------------|------|
| Asphalt Concrete Base Course         | Type B 25.0_ | 4.4% |
| Asphalt Concrete Intermediate Course | Type I 19.0_ | 4.8% |
| Asphalt Concrete Surface Course      | Type S 4.75A | 6.8% |
| Asphalt Concrete Surface Course      | Type SA-1    | 6.8% |
| Asphalt Concrete Surface Course      | Type SF 9.5A | 6.7% |
| Asphalt Concrete Surface Course      | Type S 9.5_  | 6.0% |
| Asphalt Concrete Surface Course      | Type S 12.5_ | 5.6% |

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the 2012 *Standard Specifications for Roads and Structures*.

**ASPHALT PLANT MIXTURES**

(07-01-95)

DB6 R20

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

**SUBSURFACE DRAINAGE**

(9-1-11)

DB8 R05

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 8-11, Article 815-1, Delete the first sentence and replace with the following:**

The Design-Build Team shall construct subsurface drains, underdrains, blind drains and other types of drains where groundwater is within six feet of subgrade.

**GUARDRAIL ANCHOR UNITS, TYPE 350 (TL-2)**

(10-21-08) (Rev. 7-21-15)

862

DB8 R064

**Description**

Furnish and install guardrail anchor units in accordance with the details in the plans developed by the Design-Build Team, the applicable requirements of Section 862 of the 2012 *Standard Specifications for Roads and Structures*, and at locations shown in the plans developed by the Design-Build Team.

**Materials**

Furnish guardrail anchor units listed on the NCDOT Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation the Design-Build Team shall submit to the Engineer:

1. FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 2 in accordance with Article 106-2 of the 2012 *Standard Specifications for Roads and Structures*.
2. Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the 2012 *Standard Specifications for Roads and Structures*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans developed by the Design-Build Team, and details and assembling instructions furnished by the manufacturer.

### **Construction Methods**

Guardrail end delineation shall be required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation shall consist of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the 2012 *Standard Specifications for Roads and Structures*.

### **GUARDRAIL ANCHOR UNITS, TYPE 350 (TL-3)**

(12-19-14) (Rev. 7-21-15)

DB8 R65

### **Description**

Furnish and install guardrail anchor units in accordance with the details in the plans developed by the Design-Build Team, the applicable requirements of Section 862 of the 2012 *Standard Specifications for Roads and Structures*, and at locations shown in the plans developed by the Design-Build Team.

### **Materials**

The Design-Build Team shall furnish guardrail anchor units listed on the NCDOT Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation the Design-Build Team shall submit to the Engineer:

1. FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the 2012 *Standard Specifications for Roads and Structures*.
2. Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the 2012 *Standard Specifications for Roads and Structures*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans developed by the Design-Build Team, and details and assembling instructions furnished by the manufacturer.

### **Construction Methods**

Guardrail end delineation shall be required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation shall consist of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the 2012 *Standard Specifications for Roads and Structures*.

### **IMPACT ATTENUATOR UNITS, TYPE 350 TL-2**

(4-11-07) (Rev. 08-03-15)

DB I 8-43

#### **Description**

Furnish and install impact attenuator units and any components necessary to connect the impact attenuator units in accordance with the manufacturer's requirement, the details in the plans and at locations shown in the plans developed by the Design Build Team.

#### **Materials**

Furnish impact attenuator units listed on the Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal. Prior to installation the Design Build Team shall submit to the Engineer:

1. FHWA acceptance letter for each impact attenuator unit certifying it meets the requirements of NCHRP Report 350, Test Level 2, in accordance with Article 106-2 of the 2012 *Standard Specifications for Roads and Structures*.
2. Certified working drawings and assembling instructions from the manufacturer for each impact attenuator unit in accordance with Article 105-2 of the 2012 *Standard Specifications for Roads and Structures*.

No modifications shall be made to the impact attenuator unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans developed by the Design Build Team, and details and assembling instructions furnished by the manufacturer.

### **IMPACT ATTENUATOR UNITS, TYPE 350 (TL-3)**

(9-1-11) (Rev. 7-21-15)

DB8 R75

#### **Description**

Furnish and install impact attenuator units and any components necessary to connect the impact attenuator units in accordance with the manufacturer's requirement, the details in the plans

developed by the Design-Build Team and at locations shown in the plans developed by the Design-Build Team.

### **Materials**

The Design-Build Team shall furnish impact attenuator units list on the NCDOT Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation the Design-Build Team shall submit to the Engineer:

1. FHWA acceptance letter for each impact attenuator unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the 2012 *Standard Specifications for Roads and Structures*.
2. Certified working drawings and assembling instructions from the manufacturer for each impact attenuator unit in accordance with Article 105-2 of the 2012 *Standard Specifications for Roads and Structures*.

No modifications shall be made to the impact attenuator unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans developed by the Design-Build Team, and details and assembling instructions furnished by the manufacturer.

### **Construction Methods**

If the median width is 40 feet or less, the Design-Build Team shall supply NON-GATING Impact Attenuator Units.

If the median width is greater than 40 feet, the Design-Build Team may use GATING or NON-GATING Impact Attenuator Units.

### **PREFORMED SCOUR HOLE WITH LEVEL SPREADER APRON**

(8-24-09)

DB8 R105

### **Description**

Construct and maintain preformed scour holes with spreader aprons at the locations shown on the plans developed by the Design-Build Team and in accordance with the details in the plans developed by the Design-Build Team. Work includes excavation, shaping and maintaining the hole and apron, furnishing and placing filter fabric, rip rap (class as specified in the plans developed by the Design-Build Team) and permanent soil reinforcement matting.

### **Materials**

| <b>Item</b>   | <b>Section</b> |
|---------------|----------------|
| Plain rip rap | 1042           |
| Filter Fabric | 1056           |



The permanent soil reinforcement matting shall be permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three dimensional structure. The mat shall have the following minimum physical properties:

| <b>Property</b>                              | <b>Test Method</b>     | <b>Value Unit</b>       |
|--|------------------------|-------------------------|
| Light Penetration                            | ASTM D6567             | 9 %                     |
| Thickness                                    | ASTM D6525             | 0.40 in                 |
| Mass Per Unit Area                           | ASTM D6566             | 0.55 lb/sy              |
| Tensile Strength                             | ASTM D6818             | 385 lb/ft               |
| Elongation ( Maximum)                        | ASTM D6818             | 49 %                    |
| Resiliency                                   | ASTM D1777             | >70 %                   |
| UV Stability *                               | ASTM 4355              | ≥80 %                   |
| Porosity (Permanent Net)                     | ECTC Guidelines        | ≥85 %                   |
| Maximum Permissible Shear Stress (Vegetated) | Performance Bench Test | ≥8.0 lb/ft <sup>2</sup> |
| Maximum Allowable Velocity (Vegetated)       | Performance Bench Test | ≥16.0 ft/s              |

\*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

A certification (Type 1, 2, or 3) from the manufacturer showing:

- (A) the chemical and physical properties of the mat used, and
- (B) conformance of the mat with this specification will be required.

### **Construction Methods**

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the 2012 *Standard Specifications for Roads and Structures*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

### **DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS**

(9-1-11)

DB8 R126

### **Description**

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the 2012 *Standard Specifications for Roads and*

*Structures*, plan details developed by the Design-Build Team, the requirements of the 28 CFR Part 36 ADA Standards for Accessible Design and this standard special provision.

## Materials

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the 2012 *Standard Specifications for Roads and Structures*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Product List for Curb Ramps.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) **Detectable Warnings shall** consist of a base with integrated raised truncated domes, and **when constructed of precast concrete** they shall conform to the material requirements of Article 848-2 of the 2012 *Standard Specifications for Roads and Structures*.
- (B) **Detectable Warnings shall** consist of a base with integrated raised truncated domes, and **may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile**, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Design-Build Team shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the 2012 *Standard Specifications for Roads and Structures*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Article 106-1(B) of the 2012 *Standard Specifications for Roads*

*and Structures* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

### **Construction Methods**

- (A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the 2012 *Standard Specifications for Roads and Structures*.
- (B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer's recommendations.

### **STREET SIGNS AND MARKERS AND ROUTE MARKERS**

(7-1-95)

DB9 R01

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Design-Build Team shall be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

### **MATERIALS**

(2-21-12) (Rev. 9-29-16)

1000, 1002, 1005, 1016, 1018, 1024, 1050, 1074, 1078, 1080, 1081, 1084, 1086, 1087, 1092

DB10 R01

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 10-1, Article 1000-1, DESCRIPTION, Lines 9 - 10**, replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

**Page 10-1, Article 1000-1, DESCRIPTION, Line 14**, add the following:

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

**Page 10-1, Article 1000-2, MATERIALS, Line 16; Page 10-8, Subarticle 1000-7(A), MATERIALS, Line 8; and Page 10-18, Article 1002-2, MATERIALS, Line 9,** add the following to the table of item references:

| Item                   | Section |
|------------------------|---------|
| Type IL Blended Cement | 1024-1  |

**Page 10-1, Subarticle 1000-3(A), Composition and Design, Lines 25 - 27,** replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 pound of fly ash to each pound of cement replaced.

**Page 10-2, Subarticle 1000-3(A), Composition and Design, Lines 12 - 21,** delete the third paragraph through the sixth paragraph beginning with “If any change is made to the mix design, submit...” through “...(applies to a decrease only).”

**Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE**, replace with the following:

| <b>TABLE 1000-1<br/>REQUIREMENTS FOR CONCRETE</b> |   |                                   |                                    |  |                                    |   |                          |                       |              |                          |              |
|---|---|-----------------------------------|------------------------------------|--|------------------------------------|---|--------------------------|-----------------------|--------------|--------------------------|--------------|
| <b>Class of<br/>Concrete</b>                      | <b>Min. Comp.<br/>Strength<br/>at 28 days</b>                   | <b>Maximum Water-Cement Ratio</b> |                                    |  |                                    | <b>Consistency Max.<br/>Slump</b>                   |                          | <b>Cement Content</b> |              |                          |              |
|   |   | <b>Air-Entrained<br/>Concrete</b> |                                    | <b>Non Air-<br/>Entrained<br/>Concrete</b> |                                    | <b>Vibrated</b>                                     | <b>Non-<br/>Vibrated</b> | <b>Vibrated</b>       |              | <b>Non-<br/>Vibrated</b> |              |
|   |   | <b>Rounded<br/>Aggregate</b>      | <b>Angular<br/>Aggre-<br/>gate</b> | <b>Rounded<br/>Aggregate</b>               | <b>Angular<br/>Aggre-<br/>gate</b> |   |                          | <b>Min.</b>           | <b>Max.</b>  | <b>Min.</b>              | <b>Max.</b>  |
| <i>Units</i>                                      | <i>psi</i>  |                                   |                                    |  |                                    | <i>inch</i>   | <i>inch</i>              | <i>lb/cy</i>          | <i>lb/cy</i> | <i>lb/cy</i>             | <i>lb/cy</i> |
| AA  | 4,500   | 0.381                             | 0.426                              | -  | -                                  | 3.5   | -                        | 639                   | 715          | -                        | -            |
| AA Slip<br>Form                                   | 4,500   | 0.381                             | 0.426                              | -  | -                                  | 1.5   | -                        | 639                   | 715          | -                        | -            |
| Drilled Pier                                      | 4,500   | -                                 | -                                  | 0.450                                      | 0.450                              | -   | 5-7 dry<br>7-9<br>wet    | -                     | -            | 640                      | 800          |
| A   | 3,000   | 0.488                             | 0.532                              | 0.550                                      | 0.594                              | 3.5   | 4                        | 564                   | -            | 602                      | -            |
| B   | 2,500   | 0.488                             | 0.567                              | 0.559                                      | 0.630                              | 1.5<br>machine-<br>placed<br>2.5<br>hand-<br>placed | 4                        | 508                   | -            | 545                      | -            |
| Sand Light-<br>weight                             | 4,500   | -                                 | 0.420                              | -  | -                                  | 4   | -                        | 715                   | -            | -                        | -            |
| Latex<br>Modified                                 | 3,000<br>7 day  | 0.400                             | 0.400                              | -  | -                                  | 6   | -                        | 658                   | -            | -                        | -            |
| Flowable<br>Fill<br>Excavatable                   | 150<br>max. at<br>56 days                                       | as needed                         | as<br>needed                       | as needed                                  | as<br>needed                       | -   | Flow-<br>able            | -                     | -            | 40                       | 100          |
| Flowable<br>Fill<br>Non-<br>Excavatable           | 125   | as needed                         | as<br>needed                       | as needed                                  | as<br>needed                       | -   | Flow-<br>able            | -                     | -            | 100                      | as<br>needed |
| Pavement  | 4,500<br>design,<br>field<br>650<br>flexural,<br>design<br>only | 0.559                             | 0.559                              | -  | -                                  | 1.5 slip<br>form<br>3.0 hand<br>place               | -                        | 526                   | -            | -                        | -            |
| Precast   | See<br>Table<br>1077-1  | as needed                         | as<br>needed                       | -  | -                                  | 6   | as<br>needed             | as<br>needed          | as<br>needed | as<br>needed             | as<br>needed |
| Prestress   | per<br>contract   | See Table<br>1078-1               | See<br>Table<br>1078-1             | -  | -                                  | 8   | -                        | 564                   | as<br>needed | -                        | -            |

**Page 10-6, Subarticle 1000-4(I), Use of Fly Ash, Lines 36 - 2**, replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 pound of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.

**Page 10-7, Table 1000-3, MAXIMUM WATER CEMENTITIOUS MATERIAL RATIO,** delete the table.

**Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, Lines 30 - 31,** delete the second sentence of the third paragraph.

**Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, Line 30,** add the following at the end of section 1002:

**(H) Handling and Storing Test Panels**

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

| <b>TABLE 1005-1<br/>AGGREGATE GRADATION - COARSE AGGREGATE</b> |           |               |           |             |             |             |           |           |            |            |            |                   |  |
|--|-----------|---------------|-----------|-------------|-------------|-------------|-----------|-----------|------------|------------|------------|-------------------|--|
| <b>Percentage of Total by Weight Passing</b>                   |           |               |           |             |             |             |           |           |            |            |            |                   |  |
| <b>Std. Size #</b>   | <b>2"</b> | <b>1-1/2"</b> | <b>1"</b> | <b>3/4"</b> | <b>1/2"</b> | <b>3/8"</b> | <b>#4</b> | <b>#8</b> | <b>#10</b> | <b>#16</b> | <b>#40</b> | <b>#200</b>       | <b>Remarks</b>   |
| 4  | 100       | 90-100        | 20-55     | 0-15        | -           | 0-5         | -         | -         | -          | -          | -          | A                 | Asphalt Plant Mix  |
| 467M   | 100       | 95-100        | -         | 35-70       | -           | 0-30        | 0-5       | -         | -          | -          | -          | A                 | Asphalt Plant Mix  |
| 5  | -         | 100           | 90-100    | 20-55       | 0-10        | 0-5         | -         | -         | -          | -          | -          | A                 | AST, Sediment Control Stone                                      |
| 57   | -         | 100           | 95-100    | -           | 25-60       | -           | 0-10      | 0-5       | -          | -          | -          | A                 | AST, Structural Concrete, Shoulder Drain, Sediment Control Stone |
| 57M  | -         | 100           | 95-100    | -           | 25-45       | -           | 0-10      | 0-5       | -          | -          | -          | A                 | AST, Concrete Pavement   |
| 6M   | -         | -             | 100       | 90-100      | 20-55       | 0-20        | 0-8       | -         | -          | -          | -          | A                 | AST  |
| 67   | -         | -             | 100       | 90-100      | -           | 20-55       | 0-10      | 0-5       | -          | -          | -          | A                 | Asphalt Plant Mix, AST, Structural Concrete                      |
| 78M  | -         | -             | -         | 100         | 98-100      | 75-100      | 20-45     | 0-15      | -          | -          | -          | A                 | Asphalt Plant Mix, AST, Structural Concrete, Weep Hole Drains    |
| 14M  | -         | -             | -         | -           | 100         | 98-100      | 35-70     | 5-20      | -          | 0-8        | -          | A                 | Asphalt Plant Mix, AST, Structural Concrete Weep Hole Drains     |
| 9M   | -         | -             | -         | -           | 100         | 98-100      | 85-100    | 10-40     | -          | 0-10       | -          | A                 | AST  |
| ABC  | -         | 100           | 75-97     | -           | 55-80       | -           | 35-55     | -         | 25-45      | -          | 14-30      | 4-12 <sup>B</sup> | Aggregate Base Course, Aggregate Stabilization                   |
| ABC (M)  | -         | 100           | 75-100    | -           | 45-79       | -           | 20-40     | -         | 0-25       | -          | -          | 0-12 <sup>B</sup> | Maintenance Stabilization  |
| Light-weight <sup>C</sup>                                      | -         | -             | -         | -           | 100         | 80-100      | 5-40      | 0-20      | -          | 0-10       | -          | 0-2.5             | AST  |

A. See Subarticle 1005-4(A).  
 B. See Subarticle 1005-4(B).  
 C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

**Page 10-39, Article 1016-3, CLASSIFICATIONS , Lines 27 - 32, replace with the following:**

Select material is clean, unweathered durable, blasted rock material obtained from an approved source. While no specific gradation is required, the below criteria shall be used to evaluate the materials for visual acceptance by the Engineer:

- (A) At least 50% of the rock has a diameter from 1.5-foot to 3-foot,
- (B) 30% of the rock ranges in size from 2” to 1.5-foot in diameter, and
- (C) Not more than 20% of the rock is less than 2” in diameter. No rippable rock will be permitted.

**Page 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL,** under second column in both tables, replace second row with the following:

Acceptable, but not to be used in the top three feet of embankment or backfill

**Page 10-46, Article 1024-1, PORTLAND CEMENT, Line 33,** add the following as the ninth paragraph:

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content shall be limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Subarticle 1000-4(I) for Portland cement. For mixes that contain cement with alkali content between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

**Page 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE,** replace with the following:

| <b>TABLE 1024-1</b>                                  |   |
|--|---|
| <b>POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE</b> |   |
| <b>Pozzolan</b>                                      | <b>Rate</b>   |
| Class F Fly Ash                                      | 20% - 30% by weight of required cement content<br>with 1.0 pound Class F fly ash per pound of cement replaced |
| Ground Granulated Blast<br>Furnace Slag              | 35% - 50% by weight of required cement content<br>with 1.0 pound slag per pound of cement replaced            |
| Microsilica  | 4% - 8% by weight of required cement content<br>with 1.0 pound microsilica per pound of cement replaced       |

**Page 10-47, Subarticle 1024-3(B), Approved Sources, Lines 16 - 18,** replace the second sentence of the second paragraph with the following



Tests shall be performed by AASHTO's designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

**Page 10-65, Article 1050-1, GENERAL, Line 41**, replace the first sentence with the following:

All fencing material and accessories shall meet Section 106.

**Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, Lines 10 - 11**, replace the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents developed by the Design-Build Team.

**Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE**, replace with the following:

| <b>TABLE 1078-1<br/>REQUIREMENTS FOR CONCRETE</b> |   |  |
|---|---|--|
| <b>Property</b>                                   | <b>28 Day Design<br/>Compressive<br/>Strength<br/>6,000 psi or less</b> | <b>28 Day Design<br/>Compressive<br/>Strength<br/>greater than<br/>6,000 psi</b> |
| Maximum Water / Cementitious Material Ratio       | 0.45  | 0.40   |
| Maximum Slump without HRWR                        | 3.5"  | 3.5"   |
| Maximum Slump with HRWR                           | 8"  | 8"   |
| Air Content (upon discharge into forms)           | 5 + 2%  | 5 + 2%   |

**Page 10-151, Article 1080-4, INSPECTION AND SAMPLING, Lines 18 - 22**, replace (B), (C) and (D) with the following:

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4" x 6" x 1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

**Page 10-161, Subarticle 1081-1(A), Classifications, Lines 29 - 33**, delete first three sentences of the description for Type 2 and replace with the following:

**Type 2** - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

**Page 10-162, Subarticle 1081-1(A), Classifications, Lines 4 - 7**, delete the second and third sentences of the description for Type 3A. **Lines 16-22**, delete Types 6A, 6B and 6C.

**Page 10-162, Subarticle 1081-1(B), Requirements, Lines 26 - 30**, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

**Page 10-163, Table 1081-1, PROPERTIES OF MIXED EPOXY RESIN SYSTEMS**, replace with the following:

| Property   | Type 1       | Type 2  | Type 3 | Type 3A      | Type 4A | Type 4B | Type 5 |
|--|--------------|---------|--------|--------------|---------|---------|--------|
| Viscosity-Poises at 77°F ± 2°F                           | Gel          | 10-30   | 25-75  | Gel          | 40-150  | 40-150  | 1-6    |
| Spindle No.  | -            | 3       | 4      | --           | 4       | 4       | 2      |
| Speed (RPM)  | -            | 20      | 20     | --           | 10      | 10      | 50     |
| Pot Life (Minutes)                                       | 20-50        | 30-60   | 20-50  | 5-50         | 40-80   | 40-80   | 20-60  |
| Minimum Tensile Strength at 7 days (psi)                 | 1,500        | 2,000   | 4,000  | 4,000        | 1,500   | 1,500   | 4,000  |
| Tensile Elongation at 7 days (%)                         | 30 min.      | 30 min. | 2-5    | 2-5          | 5-15    | 5-15    | 2-5    |
| Min. Compressive Strength of 2" mortar cubes at 24 hours | 3,000 (Neat) | 4,000-  | 6,000- | 6,000 (Neat) | 3,000   | 3,000   | 6,000  |
| Min. Compressive Strength of 2" mortar cubes at 7 days   | 5,000 (Neat) | -       | -      | -            | -       | 5,000   | -      |
| Maximum Water Absorption (%)                             | 1.5          | 1.0     | 1.0    | 1.5          | 1.0     | 1.0     | 1.0    |
| Min. Bond Strength Slant Shear Test at 14 days (psi)     | 1,500        | 1,500   | 2,000  | 2,000        | 1,500   | 1,500   | 1,500  |

**Page 10-164, Subarticle 1081-1(E), Prequalification, Lines 31-33**, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Group with the following information for each type and brand name:

**Page 10-164, Subarticle 1081-1(E)(3), Line 37**, replace with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

**Page 10-165, Subarticle 1081-1(E)(6), Line 1**, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

**Page 10-165, Subarticle 1081-1(E), Prequalification, Line 9 - 10**, delete the second sentence of the last paragraph.

**Page 10-165, Subarticle 1081-1(F), Acceptance, Line 14**, in the first sentence of the first paragraph replace “Type 1” with “Type 3”.

**Page 10-169, Subarticle 1081-3(G), Anchor Bolt Adhesives**, delete this subarticle.

**Page 10-170, Article 1081-3, HOT BITUMEN, Line 9**, add the following at the end of Section 1081:

#### **1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS**

##### **(A) General**

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

##### **(B) Classification**

The types of epoxies and their uses are as shown below:

**Type I** – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

**Type II** – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

**Type III** – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

**Type IV** – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

##### **(C) Requirements**

Epoxies shall conform to the requirements set forth in AASHTO M 237.

**(D) Prequalification**

Refer to Subarticle 1081-1(E).

**(E) Acceptance**

Refer to Subarticle 1081-1(F).

**Page 10-173, Article 1084-2, STEEL SHEET PILES, Lines 37 - 38,** replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans developed by the Design-Build Team. Steel sheet piles shall be coated as required by the plans developed by the Design-Build Team. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

**Page 10-174, Subarticle 1086-1(B)(1), Epoxy, Lines 18 - 24,** replace with the following:

The epoxy shall meet Article 1081-4.

The two types of epoxy adhesives which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60° F or per the manufacturer’s recommendations, whichever is more stringent. Use Type I when the pavement temperature is between 50° F and 60° F or per the manufacturer’s recommendations, whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32° F and 50° F or per the manufacturer’s recommendations, whichever is more stringent.

**Page 10-175, Subarticle 1086-2(E), Epoxy Adhesives, Line 27,** replace “Section 1081” with “Article 1081-4”.

**Page 10-177, Subarticle 1086-3(E), Epoxy Adhesives, Line 22,** replace “Section 1081” with “Article 1081-4”.

**Page 10-179, Subarticle 1087-4(A), Composition, Lines 39 - 41**, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

**Page 10-180, Subarticle 1087-4(B), Physical Characteristics, Line 8**, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

**Page 10-181, Subarticle 1087-7(A), Intermixed and Drop-on Glass Beads, Line 24**, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

**SELECT MATERIAL, CLASS III, TYPE 3**

12-02-11

DB10 R005

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 10-39, Article 1016-3, CLASS III**, add the following after **Line 14**:

**Type 3 Select Material**

Type 3 select material is a natural or manufactured fine aggregate material meeting the following gradation requirements and as described in Sections 1005 and 1006:

| Percentage of Total by Weight Passing |        |        |       |       |      |      |      |
|---------------------------------------|--------|--------|-------|-------|------|------|------|
| 3/8"                                  | #4     | #8     | #16   | #30   | #50  | #100 | #200 |
| 100                                   | 95-100 | 65-100 | 35-95 | 15-75 | 5-35 | 0-25 | 0-8  |

**Page 10-39, Article 1016-3, CLASS III, Line 15**, replace “either type” with “Type 1, Type 2 or Type 3”.

**Page 10-62, Article 1044-1, Line 36**, delete the sentence and replace with the following:

Subdrain fine aggregate shall meet Class III select material, Type 1 or Type 3.

**Page 10-63, Article 1044-2, Line 2**, delete the sentence and replace with the following:

Subdrain coarse aggregate shall meet Class V select material.

### **SHOULDER AND SLOPE BORROW**

1/22/13

1019

DB10 R10

Use soil in accordance with Section 1019 of the 2012 *Standard Specifications for Roads and Structures*. Use soil consisting of loose, friable, sandy material with a PI greater than six and less than 25 and a pH ranging from 5.5 to 7.0.

Soil with a pH ranging from 4.0 to 5.5 will be accepted without further testing if additional limestone is provided in accordance with the application rates shown in Table 1019-1A. Soil type shall be identified during the soil analysis. Soils with a pH above 7.0 require acidic amendments to be added. Submit proposed acidic amendments to the Engineer for review and approval. Soils with a pH below 4.0 or that do not meet the PI requirements shall not be used.

| <b>pH TEST<br/>RESULT</b> | <b>Sandy Soils<br/>Additional Rate<br/>(lbs. / Acre)</b> | <b>Silt Loam Soils<br/>Additional Rate<br/>(lbs. / Acre)</b> | <b>Clay Loam Soils<br/>Additional Rate<br/>(lbs. / Acre)</b> |
|---------------------------|--|--|--|
| 4.0 - 4.4                 | 1,000  | 4,000  | 6,000  |
| 4.5 - 4.9                 | 500  | 3,000  | 5,000  |
| 5.0 - 5.4                 | NA   | 2,000  | 4,000  |

Note: Limestone application rates shown in this table are in addition to the standard rate of 4000 lbs. / acre required for seeding and mulching.

No direct payment will be made for providing additional lime or acidic amendments for pH adjustment.

### **GROUT PRODUCTION AND DELIVERY**

(3-17-15)

1003

DB10 R20

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

Replace Section 1003 with the following:

## **SECTION 1003 GROUT PRODUCTION AND DELIVERY**

### **1003-1 DESCRIPTION**

This section addresses cement grout to be used for structures, foundations, retaining walls, concrete barriers, embankments, pavements and other applications in accordance with the contract. Produce non-metallic grout composed of Portland cement and water and at the Design-Build Team's option or as required, aggregate and pozzolans. Include chemical admixtures as

required or needed. Provide sand cement or neat cement grout as required. Define “sand cement grout” as grout with only fine aggregate and “neat cement grout” as grout without aggregate.

The types of grout with their typical uses are as shown below:

**Type 1** – A cement grout with only a three-day strength requirement and a fluid consistency that is typically used for filling subsurface voids.

**Type 2** – A non-shrink grout with strength, height change and flow conforming to ASTM C1107 that is typically used for foundations, ground anchors and soil nails.

**Type 3** – A non-shrink grout with high early strength and freeze-thaw durability requirements that is typically used in pile blockouts, grout pockets, shear keys, dowel holes and recesses for concrete barriers and structures.

**Type 4** – A neat cement grout with low strength, a fluid consistency and high fly ash content that is typically used for slab jacking.

**Type 5** – A low slump, low mobility sand cement grout with minimal strength that is typically used for compaction grouting.

## 1003-2 MATERIALS

Refer to Division 10.

| <b>Item</b>                          | <b>Section</b> |
|--------------------------------------|----------------|
| Chemical Admixtures                  | 1024-3         |
| Fine Aggregate                       | 1014-1         |
| Fly Ash                              | 1024-5         |
| Ground Granulated Blast Furnace Slag | 1024-6         |
| Portland Cement                      | 1024-1         |
| Silica Fume                          | 1024-7         |
| Water                                | 1024-4         |

Do not use grout that contains soluble chlorides or more than 1% soluble sulfate. At the Design-Build Team’s option, use an approved packaged grout instead of the materials above except for water. Use packaged grouts that are on the NCDOT Approved Products List.

Use admixtures for grout that are on the NCDOT Approved Products List or other admixtures in accordance with Subarticle 1024-3(E) except do not use concrete additives or unclassified or other admixtures in Type 4 or 5 grout. Use Class F fly ash for Type 4 grout and Type II Portland cement for Type 5 grout.

Use well graded rounded aggregate with a gradation, liquid limit (LL) and plasticity index (PI) that meet Table 1003-1 for Type 5 grout. Fly ash may be substituted for a portion of the fines in the aggregate. Do not use any other pozzolans in Type 5 grout.



| <b>TABLE 1003-1</b>                            |   |                                 |                                     |
|--|---|---------------------------------|-------------------------------------|
| <b>AGGREGATE REQUIREMENTS FOR TYPE 5 GROUT</b> |   |                                 |                                     |
| <b>Gradation</b>                               |   | <b>Maximum<br/>Liquid Limit</b> | <b>Maximum<br/>Plasticity Index</b> |
| <b>Sieve Designation<br/>per AASHTO M 92</b>   | <b>Percentage Passing<br/>(% by weight)</b> |                                 |                                     |
| 3/8"   | 100   | N/A                             | N/A                                 |
| No. 4  | 70 – 95                                     |                                 |                                     |
| No. 8  | 50 – 90                                     |                                 |                                     |
| No. 16   | 30 – 80                                     |                                 |                                     |
| No. 30   | 25 – 70                                     |                                 |                                     |
| No. 50   | 20 – 50                                     |                                 |                                     |
| No. 100  | 15 – 40                                     | 25                              | 10                                  |
| No. 200  | 10 – 30                                     |                                 |                                     |

### **1003-3 COMPOSITION AND DESIGN**

When using an approved packaged grout, a grout mix design submittal is not required. Otherwise, submit proposed grout mix designs for each grout mix to be used in the work. Mixes for all grout shall be designed by a Certified Concrete Mix Design Technician or an Engineer licensed by the State of North Carolina. Mix proportions shall be determined by a testing laboratory approved by the Department. Base grout mix designs on laboratory trial batches that meet Table 1003-2 and this section. With permission, the Design-Build Team may use a quantity of chemical admixture within the range shown on the current list of approved admixtures maintained by the Materials and Tests Unit.

Submit grout mix designs in terms of saturated surface dry weights on Materials and Tests Form 312U at least 35 days before proposed use. Adjust batch proportions to compensate for surface moisture contained in the aggregates at the time of batching. Changes in the saturated surface dry mix proportions will not be permitted unless revised grout mix designs have been submitted to the Engineer and approved.

Accompany Materials and Tests Form 312U with a listing of laboratory test results of compressive strength, density and flow or slump and if applicable, aggregate gradation, durability and height change. List the compressive strength of at least three 2" cubes at the age of three and 28 days.

The Engineer will review the grout mix design for compliance with the contract and notify the Design-Build Team as to its acceptability. Do not use a grout mix until written notice has been received. Acceptance of the grout mix design or use of approved packaged grouts does not relieve the Design-Build Team of their responsibility to furnish a product that meets the contract. Upon written request from the Design-Build Team, a grout mix design accepted and used satisfactorily on any Department project may be accepted for use on other projects.

Perform laboratory tests in accordance with the following test procedures:

| <b>Property</b>                  | <b>Test Method</b>  |
|----------------------------------|---|
| Aggregate Gradation <sup>A</sup> | AASHTO T 27   |
| Compressive Strength             | AASHTO T 106  |
| Density (Unit Weight)            | AASHTO T 121<br>AASHTO T 133 <sup>B</sup><br>ANSI / API RP <sup>C</sup> 13B-1 <sup>B</sup> (Section 4, Mud Balance) |
| Durability                       | AASHTO T 161 <sup>D</sup>   |
| Flow                             | ASTM C939 (Flow Cone)   |
| Height Change                    | ASTM C1090 <sup>E</sup>   |
| Slump                            | AASHTO T 119  |

**A.** Applicable to grout with aggregate

**B.** Applicable to Neat Cement Grout

**C.** American National Standards Institute / American Petroleum Institute Recommended Practice

**D.** Procedure A (Rapid Freezing and Thawing in Water) required

**E.** Moist room storage required

#### **1003-4 GROUT REQUIREMENTS**

Provide grout types in accordance with the contract. Use grouts with properties that meet Table 1003-2. The compressive strength of the grout shall be considered the average compressive strength test results of three 2" cubes at each age. Make cubes that meet AASHTO T 106 from the grout delivered for the work or mixed on-site. Make cubes at such frequencies as the Engineer may determine and cure them in accordance with AASHTO T 106.

| <b>TABLE 1003-2<br/>GROUT REQUIREMENTS</b> |  |                |   |  |  |
|--|--|----------------|---|--|--|
| <b>Type of<br/>Grout</b>                   | <b>Minimum<br/>Compressive<br/>Strength at</b> |                | <b>Height<br/>Change<br/>at 28 days</b> | <b>Flow<sup>A</sup> / Slump<sup>B</sup></b>                      | <b>Minimum<br/>Durability<br/>Factor</b> |
|  | <b>3 days</b>                                  | <b>28 days</b> |   |  |  |
| 1  | 3,000 psi                                      | –              | –                                       | 10 – 30 sec  | –  |
| 2  | Table 1 <sup>C</sup>                           |                |   | Fluid Consistency <sup>C</sup>                                   | –  |
| 3  | 5,000 psi                                      | –              | 0 – 0.2%                                | Per Accepted<br>Grout Mix Design /<br>Approved<br>Packaged Grout | 80                                       |
| 4 <sup>D</sup>                             | 600 psi  | 1,500 psi      | –                                       | 10 – 26 sec  | –  |
| 5  | –  | 500 psi        | –                                       | 1 – 3"   | –  |

**A.** Applicable to Type 1 through 4 grouts

**B.** Applicable to Type 5 grout

**C.** ASTM C1107

**D.** Use Type 4 grout with proportions by volume of 1 part cement and 3 parts fly ash

### **1003-5 TEMPERATURE REQUIREMENTS**

When using an approved packaged grout, follow the manufacturer's instructions for grout and air temperature at the time of placement. Otherwise, the grout temperature at the time of placement shall not be less than 50° F nor more than 90° F. Do not place grout when the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40° F.

### **1003-6 ELAPSED TIME FOR PLACING GROUT**

Agitate grout continuously before placement. Regulate the delivery so the maximum interval between the placing of batches at the work site does not exceed 20 minutes. Place grout before exceeding the times in Table 1003-3. Measure the elapsed time as the time between adding the mixing water to the grout mix and placing the grout.

| <b>TABLE 1003-3<br/>ELAPSED TIME FOR PLACING GROUT<br/>(with continuous agitation)</b> |  |   |
|--|--|---|
| <b>Air or Grout<br/>Temperature,<br/>Whichever is Higher</b>                           | <b>Maximum Elapsed Time</b>                |   |
|  | <b>No Retarding<br/>Admixture<br/>Used</b> | <b>Retarding<br/>Admixture<br/>Used</b> |
| 90° F or above   | 30 minutes                                 | 1 hour 15 minutes                       |
| 80° F through 89° F  | 45 minutes                                 | 1 hour 30 minutes                       |
| 79° F or below   | 60 minutes                                 | 1 hour 45 minutes                       |

### **1003-7 MIXING AND DELIVERY**

Use grout free of any lumps and undispersed cement. When using an approved packaged grout, mix grout in accordance with the manufacturer's instructions. Otherwise, comply with Articles 1000-8 through 1000-12 to the extent applicable for grout instead of concrete.

### **GEOSYNTHETICS**

(12-29-15)

1056

DB10 R25

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

Replace Section 1056 with the following:

### **SECTION 1056 GEOSYNTHETICS**

#### **1056-1 DESCRIPTION**

Provide geosynthetics for subsurface drainage, separation, stabilization, reinforcement, erosion control, filtration and other applications in accordance with the contract. Use geotextiles, geocomposite drains and geocells that are on the NCDOT Approved Products List. Prefabricated geocomposite drains include sheet, strip and vertical drains (PVDs), i.e., "wick drains" consisting of a geotextile attached to and / or encapsulating a plastic drainage core. Geocells are comprised of ultrasonically welded polymer strips that when expanded form a 3D honeycomb grid that is typically filled with material to support vegetation.

If necessary or required, hold geotextiles and sheet drains in place with new wire staples, e.g., "sod staples" that meet Subarticle 1060-8(D) or new anchor pins. Use steel anchor pins with a diameter of at least 3/16" and a length of at least 18" and with a point at one end and a head at the other end that will retain a steel washer with an outside diameter of at least 1.5".

**1056-2 HANDLING AND STORING**

Load, transport, unload and store geosynthetics so geosynthetics are kept clean and free of damage. Label, ship and store geosynthetics in accordance with Section 7 of AASHTO M 288. Geosynthetics with defects, flaws, deterioration or damage shall be rejected. Do not unwrap geosynthetics until just before installation. Do not leave geosynthetics exposed for more than seven days before covering except for geosynthetics for temporary wall faces and erosion control.

**1056-3 CERTIFICATIONS**

Provide Type 1, Type 2 or Type 4 material certifications in accordance with Article 106-3 for geosynthetics. Define “minimum average roll value” (MARV) in accordance with ASTM D4439. Provide certifications with MARV for geosynthetic properties as required. Test geosynthetics using laboratories accredited by the Geosynthetic Accreditation Institute (GAI) to perform the required test methods. Sample geosynthetics in accordance with ASTM D4354.

**1056-4 GEOTEXTILES**

When required, sew geotextiles together in accordance with Article X1.1.4 of AASHTO M 288. Provide sewn seams with seam strengths meeting the required strengths for the geotextile type and class specified.

Provide geotextile types and classes in accordance with the contract. Geotextiles shall be identified by the product name printed directly on the geotextile. When geotextiles are not marked with a product name or marked with only a manufacturing plant identification code, geotextiles shall be identified by product labels attached to the geotextile wrapping. When identification is based on labels instead of markings, unwrap geotextiles just before use in the presence of the Engineer to confirm that the product labels on both ends of the outside of the geotextile outer wrapping match the labels affixed to both ends of the inside of the geotextile roll core. Partial geotextile rolls without the product name printed on the geotextile or product labels affixed to the geotextile roll core shall not be used.

Use woven or nonwoven geotextiles with properties that meet Table 1056-1. Define “machine direction” (MD) and “cross-machine direction” (CD) in accordance with ASTM D4439.

| <b>TABLE 1056-1<br/>GEOTEXTILE REQUIREMENTS</b> |  |   |                           |                                   |   |                    |
|---|--|---|---------------------------|-----------------------------------|---|--------------------|
| <b>Property</b>                                 | <b>Requirement</b>   |   |                           |                                   |   | <b>Test Method</b> |
|   | <b>Type 1</b>  | <b>Type 2</b>   | <b>Type 3<sup>A</sup></b> | <b>Type 4</b>                     | <b>Type 5<sup>B</sup></b>   |                    |
| <i>Typical Application</i>                      | <i>Shoulder Drains</i>   | <i>Under Rip Rap</i>  | <i>Silt Fence Fabric</i>  | <i>Soil Stabilization</i>         | <i>Temporary Walls</i>  |                    |
| Elongation (MD & CD)                            | ≥ 50%  | ≥ 50%   | ≤ 25%                     | < 50%                             | < 50%   | ASTM D4632         |
| Grab Strength (MD & CD)                         | Table 1 <sup>D</sup> ,<br>Class 3  | Table 1 <sup>D</sup> ,<br>Class 1   | 100 lb <sup>C</sup>       | Table 1 <sup>D</sup> ,<br>Class 3 | –   | ASTM D4632         |
| Tear Strength (MD & CD)                         |  |   | –                         |                                   |   | ASTM D4533         |
| Puncture Strength                               |  |   | –                         |                                   |   | ASTM D6241         |
| Ultimate Tensile Strength (MD & CD)             | –  | –   | –                         | –                                 | 2,400 lb/ft <sup>C</sup><br>(unless required otherwise in the contract) | ASTM D4595         |
| Permittivity                                    | Table 2 <sup>D</sup> ,<br>15% to 50% <i>in Situ</i> Soil<br>Passing 0.075 mm | Table 6 <sup>D</sup> ,<br>15% to 50% <i>in Situ</i> Soil<br>Passing 0.075mm | Table 7 <sup>D</sup>      | Table 5 <sup>D</sup>              | 0.20 sec <sup>-1.C</sup>  | ASTM D4491         |
| Apparent Opening Size                           |  |   |                           |                                   | 0.60 mm <sup>E</sup>  | ASTM D4751         |
| UV Stability (Retained Strength)                |  |   |                           |                                   | 70% <sup>C</sup><br>(after 500 hr of exposure)                          | ASTM D4355         |

**A.** Minimum roll width of 36inches required

**B.** Minimum roll width of 13 feet required

**C.** MARV per Article 1056-3

**D.** AASHTO M 288

**E.** Maximum average roll value

### **1056-5 GEOCOMPOSITE DRAINS**

Provide geocomposite drain types in accordance with the contract and with properties that meet Table 1056-2.

| <b>TABLE 1056-2<br/>GEOCOMPOSITE DRAIN REQUIREMENTS</b>                              |   |  |   |                    |
|--|---|--|---|--------------------|
| <b>Property</b>  | <b>Requirement</b>  |  |   | <b>Test Method</b> |
|  | <b>Sheet Drain</b>  | <b>Strip Drain</b>   | <b>Wick Drain</b>   |                    |
| Width  | ≥ 12"<br>(unless required otherwise in the contract)      | 12" ±1/4"  | 4" ±1/4"  | N/A                |
| In-Plane Flow Rate <sup>A</sup><br>(with gradient of 1.0 and 24-hour seating period) | 6 gpm/ft<br>@ applied normal compressive stress of 10 psi | 15 gpm/ft<br>@ applied normal compressive stress of 7.26 psi | 1.5 gpm <sup>B</sup><br>@ applied normal compressive stress of 40 psi | ASTM D4716         |

**A.** MARV per Article 1056-3

**B.** Per 4" drain width

For sheet and strip drains, use accessories (e.g., pipe outlets, connectors, fittings, etc.) recommended by the Drain Manufacturer. Provide sheet and strip drains with Type 1 geotextiles heat bonded or glued to HDPE, polypropylene or high impact polystyrene drainage cores that meet Table 1056-3.

| <b>TABLE 1056-3<br/>DRAINAGE CORE REQUIREMENTS</b> |                           |                    |                     |
|--|---------------------------|--------------------|---------------------|
| <b>Property</b>                                    | <b>Requirement (MARV)</b> |                    | <b>Test Method</b>  |
|  | <b>Sheet Drain</b>        | <b>Strip Drain</b> |                     |
| Thickness  | 1/4"                      | 1"                 | ASTM D1777 or D5199 |
| Compressive Strength                               | 40 psi                    | 30 psi             | ASTM D6364          |

For wick drains with a geotextile wrapped around a corrugated drainage core and seamed to itself, use drainage cores with an ultimate tensile strength of at least 225 pounds per four-inch width in accordance with ASTM D4595 and geotextiles with properties that meet Table 1056-4.

| <b>TABLE 1056-4<br/>WICK DRAIN GEOTEXTILE REQUIREMENTS</b> |   |                    |
|--|---|--------------------|
| <b>Property</b>  | <b>Requirement</b>                            | <b>Test Method</b> |
| Elongation   | ≥ 50%   | ASTM D4632         |
| Grab Strength  | Table 1 <sup>A</sup> ,<br>Class 3             | ASTM D4632         |
| Tear Strength  |   | ASTM D4533         |
| Puncture Strength  |   | ASTM D6241         |
| Permittivity   | 0.7 sec <sup>-1,B</sup>                       | ASTM D4491         |
| Apparent Opening Size (AOS)                                | Table 2 <sup>A</sup> ,                        | ASTM D4751         |
| UV Stability<br>(Retained Strength)                        | > 50% <i>in Situ</i> Soil<br>Passing 0.075 mm | ASTM D4355         |

**A.** AASHTO M 288

**B.** MARV per Article 1056-3

For wick drains with a geotextile fused to both faces of a corrugated drainage core along the peaks of the corrugations, use wick drains with an ultimate tensile strength of at least 1,650 lb/ft in accordance with ASTM D4595 and geotextiles with a permittivity, AOS and UV stability that meet Table 1056-4.

### **1056-6 GEOCELLS**

Geocells shall be identified by product labels attached to the geocell wrapping. Unwrap geocells just before use in the presence of the Engineer. Previously opened geocell products shall be rejected.

Manufacture geocells from virgin polyethylene resin with no more than 10% rework, also called “regrind”, materials. Use geocells made from textured and perforated HDPE strips with an open area of 10% to 20% and properties that meet Table 1056-5.



| <b>TABLE 1056-5<br/>GEOCELL REQUIREMENTS</b>  |                            |  |
|---|----------------------------|--|
| <b>Property</b>   | <b>Minimum Requirement</b> | <b>Test Method</b>   |
| Cell Depth  | 4"                         | N/A  |
| Sheet Thickness   | 50 mil -5%, +10%           | ASTM D5199   |
| Density   | 58.4 lb/cf                 | ASTM D1505   |
| Carbon Black Content  | 1.5%                       | ASTM D1603 or D4218  |
| ESCR <sup>A</sup>   | 5000 hr                    | ASTM D1693   |
| Coefficient of Direct Sliding<br>(with material that meets AASHTO<br>M 145 for soil classification A-2) | 0.85                       | ASTM D5321   |
| Short-Term Seam (Peel) Strength<br>(for 4" seam)  | 320 lb                     | USACE <sup>C</sup> Technical<br>Report GL-86-19,<br>Appendix A |
| Long-Term Seam (Hang) Strength <sup>B</sup><br>(for 4" seam)  | 160 lb                     |  |

**A.** Environmental Stress Crack Resistance

**B.** Minimum test period of 168 hours with a temperature change from 74° F to 130° F in one-hour cycles

**C.** US Army Corps of Engineers

Provide geocell accessories (e.g., stakes, pins, clips, staples, rings, tendons, anchors, deadmen, etc.) recommended by the Geocell Manufacturer.

### **TEMPORARY SHORING**

(2-20-07) (Rev. 3-17-15)

DB11 R02

#### **Description**

Temporary shoring includes cantilever, braced and anchored shoring and temporary mechanically stabilized earth (MSE) walls. Temporary shoring does not include trench boxes. At the Design-Build Team's option, use any type of temporary shoring, unless noted otherwise in the plans developed by the Design-Build Team or as directed.

Design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the plans developed by the Design-Build Team and accepted submittals. Construct temporary shoring at locations shown in the plans developed by the Design-Build Team and as directed. Temporary shoring shall be required to maintain traffic when a 2:1 (H:V) slope from the top of an embankment or bottom of an excavation will intersect the existing ground line less than five feet from the edge of pavement of an open travelway. This standard special provision does not apply to pipe, inlet or utility installation unless noted otherwise in the plans developed by the Design-Build Team.

Positive protection includes concrete barrier and temporary guardrail. Provide positive protection for temporary shoring at locations shown in the plans developed by the Design-Build Team and

as directed. Positive protection shall be required if temporary shoring is located in the clear zone in accordance with the AASHTO *Roadside Design Guide*.

(A) Cantilever and Braced Shoring

Cantilever shoring consists of steel sheet piles or H-piles with timber lagging. Braced shoring consists of sheet piles or H-piles with timber lagging and bracing such as beams, plates, walers, struts, rakers, etc. Define “piles” as sheet piles or H-piles.

(B) Anchored Shoring

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or multi-strand tendon with an anchorage. A helical anchor consists of a lead section with a central steel shaft and at least one helix steel plate followed by extensions with only central shafts (no helixes) and an anchorage. Anchorages consist of steel bearing plates with washers and hex nuts for bars or steel wedge plates and wedges for strands. Use a prequalified Anchored Wall Contractor to install ground anchors. Define “anchors” as ground, helical or driven anchors.

(C) Temporary MSE Walls

Temporary MSE walls include temporary geosynthetic and wire walls. Define “temporary wall” as a temporary MSE wall. Define “reinforcement” as geotextile, geogrid, welded wire grid or metallic strip reinforcement.

Temporary geosynthetic walls consist of geotextile or geogrid reinforcement wrapped behind welded wire facing. Define “temporary geotextile wall” as a temporary geosynthetic wall with geotextile reinforcement and “temporary geogrid wall” as a temporary geosynthetic wall with geogrid reinforcement.

Temporary wire walls consist of welded wire grid or metallic strip reinforcement connected to welded wire facing. Define “Wire Wall Vendor” as the vendor supplying the temporary wire wall.

(D) Embedment

Define “embedment” for cantilever, braced and anchored shoring as the pile depth below the grade in front of shoring. Define “embedment” for temporary walls as the wall height below the grade in front of walls.

(E) Positive Protection

Define “unanchored or anchored portable concrete barrier” as portable concrete barrier (PCB) that meets Roadway Standard Drawing No. 1170.01. Define “concrete barrier” as

unanchored or anchored PCB or an approved equal. Define “temporary guardrail” as temporary steel beam guardrail that meets Roadway Standard Drawing No. 862.02.

## Materials

Refer to the 2012 *Standard Specifications for Roads and Structures*.

| <b>Item</b>                    | <b>Section</b> |
|--------------------------------|----------------|
| Anchor Pins                    | 1056-2         |
| Concrete Barrier Materials     | 1170-2         |
| Flowable Fill, Excavatable     | 1000-6         |
| Geotextiles                    | 1056           |
| Grout                          | 1003           |
| Portland Cement Concrete       | 1000           |
| Select Material                | 1016           |
| Steel Beam Guardrail Materials | 862-2          |
| Steel Plates                   | 1072-2         |
| Steel Sheet Piles and H-Piles  | 1084           |
| Untreated Timber               | 1082-2         |
| Welded Wire Reinforcement      | 1070-3         |
| Wire Staples                   | 1060-8(D)      |

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the 2012 *Standard Specifications for Roads and Structures*. Use Class IV select material (standard size No. ABC) for temporary guardrail. Use neat cement grout for Type 2 grout for ground anchors. Use Class A concrete that meets Article 450-2 of the 2012 *Standard Specifications for Roads and Structures* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging. Provide steel bracing that meets ASTM A36.

### (A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

### (B) Anchors

Store anchor materials on blocking a minimum of 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store anchor materials so materials are kept clean and free of damage. Bent, damaged or defective materials shall be rejected.

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the 2012 *Standard Specifications for Roads and Structures*. Splice bars in accordance with Article 1070-9 of the 2012 *Standard Specifications for Roads and Structures*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the AASHTO *LRFD Bridge Construction Specifications*.

(2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Helical anchors without an ICC-ES report may be approved at the discretion of the Engineer. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

(3) Anchorages

Provide steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

(C) Temporary Walls

(1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g., bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

(2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.

(3) Geogrid Reinforcement

Handle and store geogrids in accordance with Article 1056-2 of the 2012 *Standard Specifications for Roads and Structures*. Define “machine direction” (MD) and “cross-machine direction” (CD) for geogrids in accordance with ASTM D4439.

Use geogrids with a roll width of at least four feet and an “approved” or “approved for provisional use” status code. The list of approved geogrids is available from:

**[connect.ncdot.gov/resources/Materials/Pages/SoilsLaboratory.aspx](http://connect.ncdot.gov/resources/Materials/Pages/SoilsLaboratory.aspx)**

Provide geogrids for geogrid reinforcement with design strengths in accordance with the accepted submittals. Geogrids are typically approved for ultimate tensile strengths in the MD and CD or short-term design strengths for a three-year design life in the MD based on material type. Define material type from the website above for shoring backfill as follows:

| <b>Material Type</b> | <b>Shoring Backfill</b>                       |
|----------------------|---|
| Borrow               | A-2-4 Soil                                    |
| Fine Aggregate       | Class II, Type 1 or Class III Select Material |
| Coarse Aggregate     | Class V or VI Select Material                 |

(4) **Welded Wire Grid and Metallic Strip Reinforcement**

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the 2012 *Standard Specifications for Roads and Structures* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011.

### **Preconstruction Requirements**

(A) **Concrete Barrier**

Define “clear distance” behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans developed by the Design-Build Team. At the Design-Build Team’s option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of temporary shoring except for barrier above temporary walls. Concrete barrier with the minimum required clear distance shall be required above temporary walls.

(B) **Temporary Guardrail**

Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and temporary shoring. At the Design-Build Team’s option or if clear distance for cantilever, braced and anchored shoring is less than four feet, attach guardrail to traffic side of shoring as shown in the plans developed by the Design-Build Team. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above temporary walls.

## (C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit eight copies of working drawings and three copies of design calculations and a PDF copy of each for temporary shoring designs in accordance with Article 105-2 of the 2012 *Standard Specifications for Roads and Structures*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

Have cantilever and braced shoring designed, detailed and sealed by an engineer licensed in the state of North Carolina. Use a prequalified Anchored Wall Design Consultant to design anchored shoring. Provide anchored shoring designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for an Anchored Wall Design Consultant. Include details in anchored shoring working drawings of anchor locations and lock-off loads, unit grout / ground bond strengths for ground anchors or minimum installation torque and torsional strength rating for helical anchors and if necessary, obstructions extending through shoring or interfering with anchors. Include details in the anchored shoring construction sequence of pile and anchor installation, excavation and anchor testing.

Use a prequalified MSE Wall Design Consultant to design temporary walls. Provide temporary wall designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Wall Design Consultant. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

## (1) Soil Parameters

Design temporary shoring for the assumed soil parameters and groundwater elevations shown in the plans. Assume the following soil parameters for shoring backfill:

(a) Unit weight ( $\gamma$ ) = 120 lb/cf;

| Friction Angle ( $\Phi$ ) | Shoring Backfill                              |
|---------------------------|---|
| 30°                       | A-2-4 Soil                                    |
| 34°                       | Class II, Type 1 or Class III Select Material |
| 38°                       | Class V or VI Select Material                 |

(c) Cohesion (c) = 0 lb/sf.

## (2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 lb/sf if traffic will be above and within H of shoring. This traffic surcharge shall not apply to

construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. For LRFD shoring designs, apply traffic (live load) surcharge in accordance with Figure C11.5.5-3 of the AASHTO *LRFD Bridge Design Specifications*.

(3) Cantilever, Braced and Anchored Shoring Designs

Use shoring backfill for fill sections and voids between cantilever, braced and anchored shoring and the critical failure surface. Use concrete or grout for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define “top of shoring” for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 lb/ft applied 18" above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. For anchored shoring designs, apply traffic impact load as horizontal load ( $P_{HI}$ ) in accordance with Figure 3.11.6.3-2(a) of the AASHTO LRFD specifications.

Extend cantilever, braced and anchored shoring at least 32" above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least 6" above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of 3" if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of 6". Design cantilever and braced shoring in accordance with the plans developed by the Design-Build Team and AASHTO *Guide Design Specifications for Bridge Temporary Works*.

Design anchored shoring in accordance with the plans developed by the Design-Build Team and Article 11.9 of the AASHTO *LRFD Bridge Design Specifications*. Use a resistance factor of 0.80 for tensile resistance of anchors with bars, strands or shafts. Extend the unbonded length for ground anchors and the shallowest helix for helical anchors at least five feet behind the critical failure surface. Do not extend anchors beyond right of way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least 6" between obstructions and anchors.

(4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation geotextiles are required between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, separation geotextiles are

also required between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Design temporary walls in accordance with the plans developed by the Design-Build Team and Article 11.10 of the AASHTO *LRFD Bridge Design Specifications*. Embed temporary walls at least 18" except for walls on structures or rock as determined by the Engineer. Use a uniform reinforcement length throughout the wall height of at least 0.7H or six feet, whichever is longer. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate the reinforced zone outside right of way or easement limits.

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid reinforcement, use approved geogrid properties available from the website shown elsewhere in this provision. If the website does not list a short-term design strength for an approved geogrid, use a short-term design strength equal to the ultimate tensile strength divided by 3.5 for the geogrid reinforcement. Use geosynthetic properties for the direction reinforcement will be installed, a three-year design life and shoring backfill to be used in the reinforced zone.

Do not use more than four different reinforcement strengths for each temporary geosynthetic wall. Design temporary geotextile walls for a reinforcement coverage ratio ( $R_c$ ) of 1.0 and temporary geogrid walls for an  $R_c$  of at least 0.8. For geogrid reinforcement with an  $R_c$  of less than 1.0, use a maximum horizontal clearance between geogrids of three feet and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use "L" shaped welded wire facing with 18" to 24" long legs. Locate geotextile or geogrid reinforcement so reinforcement layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least three feet back behind facing into shoring backfill.

For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing with a connection approved by the Department. For temporary geogrid and wire walls, retain shoring backfill at welded wire facing with retention geotextiles and extend geotextiles at least three feet back behind facing into backfill.

(D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction, inspection and testing of the temporary shoring. If required and if this meeting occurs



before all shoring submittals have been accepted, additional preconstruction meetings may be required before beginning construction of temporary shoring without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Bridge or Roadway Construction Engineer, Geotechnical Operations Engineer, Design-Build Team and Shoring Contractor Superintendent will attend preconstruction meetings.

### **Construction Methods**

Control drainage during construction in the vicinity of shoring. Direct run off away from shoring and shoring backfill. Contain and maintain backfill and protect material from erosion.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the 2012 *Standard Specifications for Roads and Structures* and Roadway Standard Drawing No. 1170.01. Use temporary guardrail in accordance with Section 862 of the 2012 *Standard Specifications for Roads and Structures* and Roadway Standard Drawing Nos. 862.01, 862.02 and 862.03.

#### **(A) Tolerances**

Construct shoring with the following tolerances:

- (1) Horizontal wires of welded wire facing are level in all directions,
- (2) Shoring location is within 6" of horizontal and vertical alignment shown in the accepted submittals, and
- (3) Shoring plumbness (batter) is not negative and within 2° of vertical.

#### **(B) Cantilever, Braced and Anchored Shoring Installation**

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

##### **(1) Pile Installation**

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the 2012 *Standard Specifications for Roads and Structures* except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or grout to the elevations shown in the accepted

submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least seven days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the minimum required embedment. When this occurs, a revised design submittal may be required.

(2) Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of five feet. Remove flowable fill and material in between H-piles as needed to install timber lagging. Position lagging with at least 3" of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

(3) Anchor Installation

If applicable, install foundations located behind anchored shoring before installing anchors. Fabricate and install ground anchors in accordance with the accepted submittals, Articles 6.4 and 6.5 of the AASHTO *LRFD Bridge Construction Specifications* and the following unless otherwise approved:

- (a) Materials in accordance with this provision shall be required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.
- (d) Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute / American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Install helical anchors in accordance with the accepted submittals and Anchor Manufacturer's instructions. Measure torque during installation and do not exceed the torsional strength rating of the helical anchor. Attain the minimum required

installation torque and penetration before terminating anchor installation. When replacing a helical anchor, embed last helix of the replacement anchor at least 3 helix plate diameters past the location of the first helix of the previous anchor.

(4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the AASHTO *LRFD Bridge Construction Specifications* except for the acceptance criteria in Article 6.5.5.5. For the AASHTO LRFD specifications, “ground anchor” refers to a ground or helical anchor and “tendon” refers to a bar, strand or shaft.

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

- (i) For ground and helical anchors, total movement is less than 0.04" between the 1 and 10 minute readings or less than 0.08" between the 6 and 60 minute readings.
- (ii) For ground anchors, total movement at maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.

(b) Anchor Test Results

Submit two copies of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored shoring design for acceptance and provide an acceptable anchor with the revised design or installation methods. If required, replace the anchor or provide additional anchors with the revised design or installation methods.

(C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans developed by the Design-Build Team and accepted submittals. If applicable, install foundations located in the reinforced zone before placing shoring backfill or reinforcement unless otherwise approved. Notify the Engineer when foundation excavation is complete. Do not place shoring backfill or reinforcement until excavation dimensions and foundation material are approved.

Erect welded wire facing so the wall position is as shown in the plans developed by the Design-Build Team and accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Wrap geotextile reinforcement and retention geotextiles behind welded wire facing as shown in the plans developed by the Design-Build Team and accepted submittals, and cover geotextiles with at least 3" of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18" with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement within 3" of locations shown in the plans developed by the Design-Build Team and accepted submittals, and in slight tension free of kinks, folds, wrinkles or creases. Install reinforcement with the direction shown in the plans developed by the Design-Build Team and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

Place shoring backfill in the reinforced zone in 8" to 10" thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the 2012 *Standard Specifications for Roads and Structures*. Use only hand operated compaction equipment to compact backfill within three feet of welded wire facing. At a distance greater than three feet, compact shoring backfill with at least four passes of an eight-ton to ten-ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geotextile or geogrid reinforcement shall not be permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the 2012 *Standard Specifications for Roads and Structures*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within five feet of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

**TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS**

(6-27-12)

1101.02

DB11 R10

Revise the 2012 *Roadway Standard Drawings* as follows:

**Drawing No. 1101.02, Sheet 12, TEMPORARY LANE CLOSURES**, replace General Note #11 with the following:

11- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

12- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

**Drawing No. 1101.02, Sheet 13, TEMPORARY LANE CLOSURES**, replace General Note #12 with the following:

12- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

13- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

**GROUT REFERENCES FOR POSITIVE PROTECTION**

(4-10-15)

1170

DB11 R20

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 11-14, Article 1170-2, MATERIALS, Line 30**, in the materials table, replace "Freeze-Thaw Durable Grout, Nonshrink" with "Grout, Type 3".

**Page 11-14, Article 1170-2, MATERIALS, Lines 31 - 32**, delete the first paragraph after the materials table.

**GROUT REFERENCES FOR UTILITY MANHOLES**

(8-3-15)

1525

DB15 R40

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 15-13, Article 1525-2, Materials, Line 9**, in the materials table, add the following:

| <b>Item</b>   | <b>Section</b> |
|---------------|----------------|
| Grout, Type 2 | 1003           |

**Page 15-13, Article 1525-2, Materials, Lines 20 - 21**, replace the third paragraph after the materials table with the following:

Use Type 2 grout with properties that meet Table 1003-2 in the *Grout Production and Delivery* Standard Special Provision found elsewhere in this RFP, except provide grout with a plastic consistency in accordance with ASTM C1107.

**Page 15-14, Subarticle 1525-3(B), Installation of Precast Units, Line 22**, in the second sentence of the first paragraph, replace “non-shrink grout.” with “grout.”

**COORDINATION OF EXISTING LIGHTING WORK**

(6-24-12)

DB14 R002

Unless noted otherwise elsewhere in this RFP, maintain operation of the existing lighting systems until such time that it becomes in conflict with the actual construction work, or it becomes a hazard to traffic as determined by the Engineer.

Use care in working around the lights and circuitry and phase operations so that the disruption of existing lighting systems will be minimized. Make repairs or replacements in conformance with the contract. Should the Design-Build Team fail to make such repairs within the time allowed, the Department will cause the necessary repairs to be made by others. The costs of such repairs will be deducted from any monies due the Design-Build Team on the next subsequent monthly or final payment.

**ON-THE-JOB TRAINING**

(2-24-15) (Rev. 3-2-15)

Z-10

**Description**

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

**Minorities and Women**

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

**Assigning Training Goals**

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.

**Training Classifications**

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft / operator positions. Preference shall be given to providing training in the following skilled work classifications:

|                     |                                  |
|---------------------|----------------------------------|
| Equipment Operators | Office Engineers                 |
| Truck Drivers       | Estimators                       |
| Carpenters          | Iron / Reinforcing Steel Workers |
| Concrete Finishers  | Mechanics                        |
| Pipe Layers         | Welders                          |

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

### **Records and Reports**

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.



**Trainee Interviews**

All trainees enrolled in the program will receive an initial and Trainee / Post graduate interview conducted by the OJT program staff.

**Trainee Wages**

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

|            |   |
|------------|---|
| 60 percent | of the journeyman wage for the first half of the training period    |
| 75 percent | of the journeyman wage for the third quarter of the training period |
| 90 percent | of the journeyman wage for the last quarter of the training period  |

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

**Achieving or Failing to Meet Training Goals**

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

**Measurement and Payment**

No compensation will be made for providing required training in accordance with these contract documents.

**STANDARD SPECIAL PROVISION****AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(9-1-11)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

“(h) Amounts Encumbered – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.”

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated January 2012 and as amended by the Standard Special Provision, Division One found elsewhere in this RFP.

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\*****NCDOT GENERAL SEED SPECIFICATIONS FOR SEED QUALITY**

(5-7-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

| <b>Restricted Noxious Weed</b> | <b>Limitations per Lb. of Seed</b> | <b>Restricted Noxious Weed</b> | <b>Limitations per Lb. of Seed</b> |
|--------------------------------|------------------------------------|--------------------------------|------------------------------------|
| Blessed Thistle                | 4 seeds                            | Cornflower (Ragged Robin)      | 27 seeds                           |
| Cocklebur                      | 4 seeds                            | Texas Panicum                  | 27 seeds                           |
| Spurred Anoda                  | 4 seeds                            | Bracted Plantain               | 54 seeds                           |
| Velvetleaf                     | 4 seeds                            | Buckhorn Plantain              | 54 seeds                           |
| Morning-glory                  | 8 seeds                            | Broadleaf Dock                 | 54 seeds                           |
| Corn Cockle                    | 10 seeds                           | Curly Dock                     | 54 seeds                           |
| Wild Radish                    | 12 seeds                           | Dodder                         | 54 seeds                           |
| Purple Nutsedge                | 27 seeds                           | Giant Foxtail                  | 54 seeds                           |
| Yellow Nutsedge                | 27 seeds                           | Horsenettle                    | 54 seeds                           |
| Canada Thistle                 | 27 seeds                           | Quackgrass                     | 54 seeds                           |
| Field Bindweed                 | 27 seeds                           | Wild Mustard                   | 54 seeds                           |
| Hedge Bindweed                 | 27 seeds                           |                                |                                    |

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

#### FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza  
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

|                                      |                                |
|--------------------------------------|--------------------------------|
| Tall Fescue (all approved varieties) | Bermudagrass                   |
| Kobe Lespedeza                       | Browntop Millet                |
| Korean Lespedeza                     | German Millet - Strain R       |
| Weeping Lovegrass                    | Clover – Red / White / Crimson |
| Carpetgrass                          |                                |

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)  
Kentucky Bluegrass (all approved varieties)  
Hard Fescue (all approved varieties)  
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

|                      |                   |
|----------------------|-------------------|
| Centipedegrass       | Japanese Millet   |
| Crownvetch           | Reed Canary Grass |
| Pensacola Bahiagrass | Zoysia            |
| Creeping Red Fescue  |                   |

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass  
Big Bluestem  
Little Bluestem  
Bristly Locust  
Birdsfoot Trefoil  
Indiangrass  
Orchardgrass  
Switchgrass  
Yellow Blossom Sweet Clover

**STANDARD SPECIAL PROVISION****ERRATA**

(2-24-15) (Rev. 3-2-15)

Z-4

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Division 2**

**Page 2-7, Line 31, Article 215-2 Construction Methods**, replace “Article 107-26” with “Article 107-25”.

**Page 2-17, Article 226-3, Measurement and Payment, Line 2**, delete “pipe culverts.”

**Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:** **Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

**Division 3**

**Page 3-1, after Line 15, Article 300-2 Materials**, replace “1032-9(F)” with “1032-6(F)”.

**Division 4**

**Page 4-77, Line 27, Subarticle 452-3(C) Concrete Coping**, replace “sheet pile” with “reinforcement”.

**Division 6**

**Page 6-7, Line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments**, replace “30” with “45”.

**Page 6-10, Line 42, Subarticle 609-6(C)(2)**, replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

**Page 6-11, Table 609-1 Control Limits**, replace “Max. Spec. Limit” for the Target Source of  $P_{0.075}/P_{be}$  Ratio with “1.0”.

**Page 6-40, Article 650-2 Materials**, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

**Division 7**

**Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, Line 33**, replace “competition” with “completion”.

**Division 8**

**Page 8-23, Line 10, Article 838-2 Materials**, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

**Division 10**

**Page 10-166, Article 1081-3 Hot Bitumen**, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

**Division 12**

**Page 12-7, Table 1205-3**, add “FOR THERMOPLASTIC” to the end of the title.

**Page 12-8, Subarticle 1205-5(B), Line 13**, replace “Table 1205-2” with “Table 1205-4”.

**Page 12-8, Table 1205-4 and 1205-5**, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

**Page 12-9, Subarticle 1205-6(B), Line 21**, replace “Table 1205-4” with “Table 1205-6”.

**Page 12-11, Subarticle 1205-8(C), Line 25**, replace “Table 1205-5” with “Table 1205-7”.

**Division 15**

**Page 15-4, Subarticle 1505-3(F) Backfilling, Line 26**, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

**Page 15-6, Subarticle 1510-3(B), after Line 21**, replace the allowable leakage formula with the following:  $W = LD\sqrt{P} \div 148,000$

**Page 15-6, Subarticle 1510-3(B), Line 32**, delete “may be performed concurrently or” and replace with “shall be performed”.

**Page 15-17, Subarticle 1540-3(E), Line 27**, delete “Type 1”.

**Division 17**

**Page 17-26, Line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.**

Revise the 2012 *Roadway Standard Drawings* as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.**



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

(6-28-77)(Rev. 1-8-16)

Z-6

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

**TITLE VI AND NONDISCRIMINATION****I. Title VI Assurance**

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:

**(1) Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) 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 either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) 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 Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or 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 North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and / or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **II. Title VI Nondiscrimination Program**

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

### *Nondiscrimination Assurance*

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

### *Obligation*

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT's Title VI Program. The Contractor must ensure that NCDOT's Notice

of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is also responsible for making its subcontractors aware of NCDOT's Discrimination Complaints Process, as follows:

## **FILING OF COMPLAINTS**

1. **Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT's programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
2. **Eligibility** – Any person or class of persons who believes he / she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
  - The date of the alleged act of discrimination; or
  - The date when the person(s) became aware of the alleged discrimination; or
  - 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 other discrimination complaints may be submitted to the following entities:

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **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

**Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

**Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8<sup>th</sup> Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

**Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5<sup>th</sup> Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

**Federal Aviation Administration**, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

➤ **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

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 EOWS at the phone number above 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, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

| Protected Categories | Definition   | Examples  | Applicable Statutes and Regulations  |  |
|----------------------|--|---|--|--|
|                      |  |   | FHWA   | FTA  |
| Race                 | 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                   | Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B |
| Color                | Color of skin, including shade of skin within a racial group   | Black / White / Brown / Yellow / etc.   |  |  |
| National Origin      | Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.  | Mexican / Cuban / Japanese / Vietnamese / Chinese   |  |  |
| Sex                  | Gender   | Women and Men   | 1973 Federal-Aid Highway Act   | Title IX of the Education Amendments of 1972                               |
| Age                  | Persons of any age   | 21 year old person  | Age Discrimination Act of 1975   |  |
| 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 |  |

### III. 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);
- 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);
- 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;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination 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;
- 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);
- 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.*).
- 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);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, “Required Contract Provisions,” a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

**MINIMUM WAGES**

(07-21-09)

Z-5

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

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

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

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

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

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

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

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\***

(7-9-12)

**DIVISION ONE OF STANDARD SPECIFICATIONS**

**Division One of the 2012 NCDOT *Standard Specifications for Roads and Structures (Standard Specifications)* shall apply except as follows:**

**Definitions:** Throughout Division One of the 2012 *Standard Specifications*, the term “Contractor” is replaced with “Design-Build Team”, the term “Bidder” is replaced with “Proposer,” the term “Bid” is replaced by “Price Proposal,” and the phrase “lowest Responsible Bidder” is replaced with “responsible Proposer with the lowest adjusted price.” The replacement of “Contractor” with “Design-Build Team” does not apply to Article 102-2. The replacement of the above terms also does not apply when the terms are part of a phrase (e.g. bid bond, prime contractor, total amount bid, etc.)

**Deletions:** Articles 102-4, 102-8(B), 102-9(C)(2), 103-2(B), and 103-4(B) of the 2012 *Standard Specifications for Roads and Structures* are deleted from Design-Build Contracts.

**Modifications:** The remainder of this Standard Special Provision includes modifications to Division One of the 2012 *Standard Specifications for Roads and Structures*.

## **SECTION 101 DEFINITION OF TERMS**

**Page 1-3, Article 101-3, replace and add certain definitions as follows:**

### **ADDITIONAL WORK**

Additional work is that which results from a change or alteration to the contract and for which there are contract unit prices in the original contract or an executed supplemental agreement.

### **ADVERTISEMENT**

The public advertisement inviting Statements of Qualifications for the design and construction of specific projects.

### **AWARD**

The decision of the Department of Transportation to accept the proposal of the selected Design-Build Team for work which is subject to the furnishing of payment and performance bonds, and such other conditions as may be otherwise provided by law, the Request for Proposals, and the 2012 *Standard Specifications for Roads and Structures*.

### **CONTRACT**

The executed agreement between the Department and the successful proposer, covering the performance of, and compensation for, the work. The term contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein. The contract shall include, but not be limited to, the Request for Proposals, the Technical Proposal, the Price Proposal, the printed contract form and attachments, contract bonds, plans



and associated special provisions prepared by the Design-Build Team, standard specifications and supplemental specifications standard special provisions and project special provisions contained in the Request for Proposals or as developed by the Design-Build Team and accepted by the Department, and all executed supplemental agreements. The contract shall constitute one instrument.

### **DATE OF AVAILABILITY**

That date set forth in the Request for Proposals, by which it is anticipated that the Contract will be executed and sufficient design efforts or work sites within the project limits will be available for the Design-Build Team to begin his controlling operations or design.

### **DESIGN-BUILD**

A form of contracting in which the successful proposer undertakes responsibility for both the design and construction of a project.

### **DESIGN-BUILD TEAM**

An individual, partnership, joint venture, corporation or other legal entity that furnishes the necessary design and construction services, whether by itself or through subcontracts.

### **DESIGN-BUILD PROPOSAL**

A proposal to contract consisting of a separately sealed Technical Proposal and a separately sealed Price Proposal submitted in response to a Request for Proposals on a Design-Build project.

### **PLANS**

The project plans, Standard Drawings, working drawings and supplemental drawings, or reproductions thereof, accepted by the Engineer, which show the location, character, dimensions and details of the work to be performed. Unless otherwise noted within the Request for Proposals, the term “plans” refers to plans as developed by the Design-Build Team and accepted by the Department.

#### **(A) Standard Drawings:**

Drawings approved for repetitive use, showing details to be used where appropriate. All Standard Drawings approved by the Department plus subsequent revisions and additions. Standard Drawings are available for purchase from:

State Contract Officer  
1591 Mail Service Center  
Raleigh, NC 27699-1591

#### **(B) Preliminary Plans:**

Department-furnished drawings distributed in concert with a Request for Proposals, or as developed by the Design-Build Team.

(C) Project Plans:

Construction drawings prepared, sealed and completed by the Design-Build Team, or as provided by the Department, that contain specific details and dimensions peculiar to the work.

(D) Working Drawings and Supplemental Drawings:

Supplemental design sheets, shop drawings, or similar data which the Design-Build Team is required to submit to the Engineer.

(E) As-Constructed Drawings:

Red-lined mark-up of the latest Released for Construction (RFC) Plans containing the information listed under As-Constructed Plans in the Records and Reports Section of the NCDOT Construction Manual.

(F) As-Built Plans:

Coordinately correct plans documenting the details, dimensions and locations of the completed work.

### **PRICE PROPOSAL**

The offer of a Proposer, submitted on the prescribed forms, to perform the work and furnish the labor and materials at the price quoted.

### **PROPOSAL (OR REQUEST FOR PROPOSALS)**

The paper document provided by the Department that the proposer uses to develop his paper offer to perform the work at designated bid prices.

### **PROPOSER**

An individual, partnership, firm, corporation, LLC, or joint venture formally submitting a Technical Proposal and Price Proposal in response to a Request for Proposals.

### **RIGHT OF WAY**

The land area shown on the plans as right of way within which the project is to be constructed.

### **SCHEDULE OF VALUES**

A schedule of work items necessary to complete work, along with the progress of each work item, primarily for the purpose of partial payments.

### **TABLE OF QUANTITIES**

A listing of work items (corresponding to the items in the Trns\*port pay item list) that contributes to a project completion. The table shall include estimated quantities for each work item.

## **TECHNICAL PROPOSAL**

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

## **SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS**

**Page 1-9, delete Article 102-1 and replace with the following:**

### **102-1 INVITATION TO BID**

After the advertisement has been made, an Invitation to Bid will be made available to known prequalified contractors and any other contracting firms, material suppliers and other interested parties who have requested they be placed on the Invitation to Bid mailing list, informing them that Statements of Qualifications and Proposals will be received for the construction of specific projects. Such invitation will indicate the contract identification number, length, locations and descriptions; a general summary of the scope of work to be performed; and information on how to receive a Request for Qualifications.

All projects will be advertised in daily newspapers throughout the state before the bid opening.

**Page 1-12, delete Article 102-3 and replace with the following:**

### **102-3 CONTENTS OF REQUEST FOR PROPOSALS**

A Request for Proposals will be furnished by the Department to the selected proposers from among the respondents to the Request for Qualifications. Each Request for Proposals will be marked on the front cover by the Department with an identifier of the Proposer to whom it is being furnished. This Request for Proposals will state the location of the project and will show a schedule of contract items for which Technical and Price Proposals are invited. It will set forth the date and time Technical and Price Proposals are to be submitted and when the Price Proposals will be opened. The Request for Proposals will also include special provisions or requirements that vary from or are not contained in any preliminary design information or standard specifications.

The Request for Proposals will also include the printed contract forms and signature sheets for execution by both parties to the contract. In the event the Proposer is awarded the contract, execution of the Request for Proposals by the Proposer is considered the same as execution of the contract.

Standard specifications, sealed plans specifically identified as the Department's responsibility and other documents designated in the Request for Proposals shall be considered a part of the Request for Proposals whether or not they are attached thereto. All papers bound with the proposal are necessary parts thereof and shall not be detached, taken apart, or altered.

The names and identity of each prospective Proposer that receives a copy of the Request for Qualifications for the purposes of submitting a Statement of Qualifications shall be made public,

except that a potential Proposer who obtains a Request for Qualifications may, at the time of ordering, request that his name remain confidential.

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

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

The Proposer is cautioned that details shown in the subsurface investigation report are preliminary only. The subsurface investigation and subsurface report, if provided, is done so for information purposes only.

**Pages 1-14, delete Article 102-8 and replace with the following:**

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

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

1. The Request for Proposals provided by the Department shall be used and shall not be taken apart or altered. The Price Proposal shall be submitted on the same form, which has been furnished to the Proposer by the Department as identified by the Proposer's name marked on the front cover by the Department.
2. All entries including signatures shall be written in ink.
3. The Proposer shall submit a lump sum or unit price for every item in the Price Proposal. The lump sum or unit prices bid for the various contract items shall be written in figures.
4. An amount bid shall be entered in the Request for Proposals for every item and the price shall be written in figures in the "Amount Bid" column in the Request for Proposals.
5. An amount bid shall be entered in the proposal for every item on which a unit price has been submitted. The amount bid for each item other than lump sum items shall be determined by multiplying each unit bid price by the quantity for that item and shall be written in figures in the Amount Bid column in the proposal.
6. The total amount bid shall be written in figures in the proper place in the Request for Proposals. The total amount bid shall be determined by adding the amounts bid for each lump sum item.
7. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Proposer shall initial the change in ink.
8. The Price Proposal shall be properly executed. To constitute proper execution, the Price Proposal shall be executed in strict compliance with the following:
  - a. If a Price Proposal is by an individual, it shall show the name of the individual and shall be signed by the individual with the word "Individually" appearing under the

- signature. If the individual operates under a firm name, the 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 75 days after the submittal of the same, and if the Department shall award a contract to the Principal, the Principal shall within 14 calendar days after the notice of award is received by him, give payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work.

**Page 1-18, Article 102-10, delete the end of the Article beginning with, and inclusive of, the 6<sup>th</sup> paragraph.**

**Pages 1-19, delete Article 102-12 and replace with the following:**

**102-12 WITHDRAWAL OR REVISION OF BIDS**

A Design-Build Team will not be permitted to withdraw its Technical and Price Proposals after they have been submitted to the Department, unless allowed under Article 103-3 or unless otherwise approved by the Chief Engineer.

**Page 1-19, delete Article 102-13 and replace with the following:**

**102-13 RECEIPT AND OPENING OF BIDS**

Price Proposals from shortlisted Proposers will be opened and read publicly on the date and time indicated in the Request for Proposals. The Technical Scores of the previously conducted evaluation of the Technical Proposals will also be read publicly in accordance with the procedures outlined in the Request for Proposals. Proposers, their authorized agents, and other interested parties are invited to be present.

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

**102-14 REJECTION OF BIDS**

Any Price Proposal submitted which fails to comply with any of the requirements of Articles 102-8, 102-9 or 102-10, or with the requirements of the project scope and specifications shall be considered irregular and may be rejected. A Price Proposal that does not contain costs for all proposal items shall be considered irregular and may be rejected.

**Page 1-20, Subarticle 102-15(O), delete and replace with the following:**

**(O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

**SECTION 103  
AWARD AND EXECUTION OF CONTRACT**

**Page 1-21, delete Article 103-1 and replace with the following:**

**103-1 CONSIDERATION OF PRICE PROPOSALS**

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

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

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

**Page 1-21, Subarticle 103-2(A), add items (6) and (7) as follows:**

**(6) Discrepancy in the “Total Amount Bid” and the addition of the “Amount Bid” for each line Item**

In the case of the Total Amount Bid does not equal the summation of each Amount Bid for the line items, the summation of each Amount Bid for the line items shall be deemed to be the correct Total Amount Bid for the entire project.

**(7) Omitted Total Amount Bid –Amount Bid Completed**

If the Total Amount Bid is not completed and the Amount Bid for all line items is completed the Total Amount Bid shall be the summation of the Amount Bid for all line items.

**Page 1-24, Subarticle 103-4(A), first paragraph, replace the 4<sup>th</sup> and 5<sup>th</sup> sentences with the following:**

Where award is to be made, the notice of award will be issued within 75 days after the submittal of Price Proposals, except with the consent of the responsible Proposer with the lowest adjusted price the decision to award the contract to such bidder may be delayed for as long a time as may be agreed upon by the Department and such Proposer. In the absence of such agreement, the Proposer may withdraw his Price Proposal at the expiration of the 75 days without penalty if no notice of award has been issued.

**Page 1-25, Article 103-6, delete the 1<sup>st</sup> and 2<sup>nd</sup> paragraphs and replace with the following:**

Checks that have been furnished as a bid deposit will be retained until after the contract bonds have been furnished by the successful proposer, at which time the checks that were furnished as a bid deposit will be returned.

## **SECTION 104 SCOPE OF WORK**

**Page 1-26, delete Article 104-1 and replace with the following:**

### **104-1 INTENT OF CONTRACT**

The intent of the contract is to prescribe the work or improvements that the Design-Build Team undertakes to perform, in full compliance with the contract documents. In case the method of construction or character of any part of the work is not covered by the contract, this section shall apply. The Design-Build Team shall perform all work in accordance with the contract or as may be modified by written orders, and shall do such special, additional, extra, and incidental work as may be considered necessary to complete the work to the full intent of the contract. Unless otherwise provided elsewhere in the contract, the Design-Build Team shall furnish all

implements, machinery, equipment, tools, materials, supplies, transportation, and labor necessary for the design, prosecution and completion of the work.

**Page 1-26, Article 104-3, replace “plans or details of construction” with “contract” in all instances within this Article.**

**Page 1-35, Article 104-10, replace the first paragraph with the following:**

#### **104-10 MAINTENANCE OF THE PROJECT**

The Design-Build Team shall maintain the project from the date of beginning construction on the project until the project is finally accepted. For sections of facilities impacted by utility construction / relocation performed by the Design-Build Team prior to beginning construction on the roadway project, maintenance of the impacted sections of facilities shall be performed by the Design-Build Team beginning concurrently with the impact. All existing and constructed guardrail / guiderail within the project limits shall be included in this maintenance. This maintenance shall be continuous and effective and shall be prosecuted with adequate equipment and forces to the end that all work covered by the contract is kept in satisfactory and acceptable conditions at all times. The Design-Build Team shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this Article, such repair or replacement shall be performed within seven consecutive calendar days of such inspection report.

**Page 1-35, Article 104-10, add the following after the last paragraph:**

The Design-Build Team will not be compensated for performance of weekly inspections and damage reports for the guardrail / guiderail. Other maintenance activities for existing guardrail / guiderail will be handled in accordance with Articles 104-7 and 104-8.

### **SECTION 105 CONTROL OF WORK**

**Pages 1-40, delete Article 105-2 and replace with the following:**

#### **105-2 PLANS AND WORKING DRAWINGS**

All plans shall be supplemented by such approved working drawings as are necessary to adequately control the work. Working drawings furnished by the Design-Build Team and approved by the Engineer shall consist of such detailed drawings as may be required to adequately control the work. They may include stress sheets, shop drawings, erection drawings, falsework drawings, cofferdam drawings, bending diagrams for reinforcing steel, catalog cuts, or any other supplementary drawings or similar data required of the Design-Build Team. When working drawings are approved by the Engineer, such approval shall not operate to relieve the Design-Build Team of any of his responsibility under the contract for the successful completion of the work.



Changes on shop drawings after approval and/or distribution shall be subject to the approval of the Engineer and he shall be furnished a record of such changes.

**Page 1-41, Article 105-3, add the following after the 3<sup>rd</sup> paragraph:**

The Design-Build Team shall bear all the costs of providing the burden of proof that the nonconforming work is reasonable and adequately addresses the design purpose. The Design-Build Team shall bear all risk for continuing with nonconforming work in question until it is accepted.

The Engineer may impose conditions for acceptance of the nonconforming work. The Design-Build Team shall bear all costs for fulfilling the conditions.

The decisions whether the product satisfies the design purpose, whether the nonconforming work is reasonably acceptable and the conditions for acceptance are at the sole discretion of the Engineer.

**Pages 1-41, delete Article 105-4 and replace with the following:**

**105-4 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS**

The Request for Proposals, all construction Plans, the Standard Specifications, Supplemental Specifications and Special Provisions and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are complementary and describe and provide the complete contract.

In case of discrepancy or conflict, the order in which they govern shall be as follows:

- (A) Request for Proposals, in which Project Special Provisions govern Standard Special Provisions
- (B) Technical Proposal from the Design-Build Team
- (C) Accepted Plans and Details from the Design-Build Team, or sealed plans provided by the Department, as applicable
- (D) Standard Drawings
- (E) Standard Specifications

Where dimensions on the plans are given or can be computed from other given dimensions they shall govern over scaled dimensions.

The Design-Build Team shall take no advantage of any error or omission in the plans, estimated quantities, or specifications. In the event the Design-Build Team discovers an error or omission, he shall immediately notify the Engineer.

**Page 1-43, Article 105-8, Line 28, after the first sentence, add the following:**

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

**Page 1-44, delete Article 105-9 and replace with the following:**

**105-9 CONSTRUCTION STAKES, LINES, AND GRADES**

The Design-Build Team shall be responsible for all surveying, construction staking and layout required in the performance of the work. He will be responsible for the accuracy of lines, slopes, grades and other engineering work which he provides under this contract.

**SECTION 106  
CONTROL OF MATERIAL**

**Page 1-49, Article 106-2, add the following after the second paragraph:**

Prior to beginning construction, the Design-Build Team shall provide a Table of Quantities as described in Article 101-3 of these specifications.

The Table of Quantities Work Items shall correspond to Pay Items as defined in the Standard Specifications. These Work Items have associated Materials and Conversion Factors. For non-standard Work Items, a Generic Work Item with the correct Unit of Measure and in an appropriate category will be used. For example, "GENERIC TRAFFIC CONTROL ITEM – EA" or "GENERIC RETAINING WALL ITEM – LF". For these Generic Work Items, Materials must be defined and appropriate conversion factors submitted.

An initial Table of Quantities shall be submitted no later than 30 calendar days after the date of award. The Table of Quantities shall be updated and resubmitted within 14 days of when a set of Plans is sealed as Release for Construction (RFC) Plans, and whenever there are substantial changes to the Quantities on previously incorporated RFC Plans.

**Page 1-51, Article 106-6, add the following after the last paragraph:**

For items normally pretested by the Department, the Design-Build Team shall provide a minimum of 30 days notice prior to the beginning of production of the items for this project along with final approved shop drawings.

**SECTION 107  
LEGAL RELATIONS AND RESPONSIBILITY  
TO PUBLIC**

**Page 1-61, delete Article 107-18 and replace with the following:**

**107-18 FURNISHING RIGHT OF WAY**

The responsibility for coordinating the securing of all necessary rights of way is as outlined in the Request for Proposals.

## **SECTION 108 PROSECUTION AND PROGRESS**

**Page 1-64. Article 108-2, replace the 2<sup>nd</sup> paragraph with the following:**

The Design-Build Team shall submit a Progress Schedule for review within thirty (30) calendar days of receiving Notice of Award. The Department will review the Progress Schedule within twenty-one (21) calendar days of receipt. The Design-Build Team shall make any necessary corrections and adjustments to the Progress Schedule as necessitated by the Department's review within seven (7) calendar days. The Department will review the revised Progress Schedule within seven (7) calendar days of receipt.

**Page 1-64, Subarticle 108-2(A)(1), add the following:**

- (k) Utility relocation and construction

**Page 1-65, Subarticle 108-2(A)(2), add the following:**

- (h) Critical design submittal dates
- (i) Critical permitting dates
- (j) Completion of right of way acquisition
- (k) Completion of utility relocation and construction

**Page 1-65, Article 108-2, add the following:**

- (D)** The Design-Build Team shall provide a written narrative each month detailing the work and percentage of work completed, anticipated sequence of upcoming work (2 month forecast), controlling operation(s), intermediate completion dates, and milestones. If any milestones are exceeded or will not be achieved, the Design-Build Team shall provide in the written narrative details of the delay; controlling operation affected, impacts to other operations, revisions to future intermediate completion dates and milestones, and remedial action necessary to get the project back to the original completion date.

**Page 1-65, delete Article 108-3 and replace with the following:**

### **108-3 PRECONSTRUCTION AND PRE-DESIGN CONFERENCES**

The selected Design-Build Team shall meet with the Engineer for a pre-design conference concerning the design phase of the work. This conference shall be held prior to the commencement of work, as it is determined according to Article 108-1, and will be scheduled by the Engineer. At the predesign conference, the Design-Build Team shall furnish authorized signature forms and a list of any proposed subcontractors associated with the design of the project.

A preconstruction conference shall be held at least ten working days before construction activity begins. This second conference, concerning the construction phase, shall also be scheduled by the Engineer. The Design-Build Team shall give the Engineer a minimum of 45 days notice

before he plans to begin construction activities. This will allow the Engineer time for any environmental agency representatives involved in the permitting process, as well as any other pertinent entities, to be scheduled to attend the preconstruction conference. If the Design-Build Team is responsible for utilities in accordance with Article 105-8 and the Request for Proposals, he shall be responsible for coordinating with the Engineer in scheduling their attendance and for notifying them. The Design-Build Team shall also be responsible for coordinating with the Engineer in scheduling the attendance of subcontractors and others deemed appropriate, and for notifying them.

At the preconstruction conference, a list of any proposed subcontractors and major material suppliers associated with the construction of the project will be submitted.

If the contract has a DBE requirement, the Design-Build Team shall submit copies of completed and signed DBE subcontracts, purchase orders, or invoices to the Department.

The Design-Build Team shall submit a traffic control plan in accordance with Article 1101-5 and the Request for Proposals. The Design-Build Team shall designate an employee who is competent and experienced in traffic control to implement and monitor the traffic control plan. The qualifications of the designated employee must be satisfactory to the Engineer.

The Design-Build Team shall submit a safety plan and designate an employee as Safety Supervisor.

Both plans shall be submitted at the preconstruction conference and must be satisfactory to the Engineer. Should the design plan include activities that would place personnel on the work site, traffic control and safety plans for those activities shall be submitted at the predesign conference.

During the preconstruction conference, the Engineer will designate a Department employee or employees who will be responsible to see that the traffic control plans and any alterations thereto are implemented and monitored to the end that traffic is carried through the work in an effective manner. If approved by the Engineer, the Design-Build Team may designate one employee to be responsible for both the traffic control and safety plans. The Design-Build Team shall not designate its superintendent as the responsible person for either the traffic control plan or the safety plan, unless approved by the Engineer.

If the project requires that Design-Build Team or State personnel work from falsework, within shoring, or in any other hazardous area the Design-Build Team shall submit, as part of the Design-Build Team's safety plan, specific measures it will use to ensure worker safety.

The Design-Build Team shall also submit a program for erosion control and pollution prevention on all projects involving clearing and grubbing, earthwork, structural work, or other construction, when such work is likely to create erosion or pollution problems.

If the Design-Build Team fails to provide the required submissions, the Engineer may order the preconstruction conference suspended until such time as they are furnished. Work shall not begin until the preconstruction conference has been concluded and the safety plan has been approved, unless authorized by the Engineer. The Design-Build Team shall not be entitled to additional compensation or an extension of contract time resulting from any delays due to such a suspension.

The Design-Build Team shall designate a qualified employee as Quality Control Manager. The Quality Control Manager shall be responsible for implementing and monitoring the quality control requirements of the project.

**Page 1-65, Article 108-4, add the following sentence to the end of this article:**

The Design-Build Team shall record the proceedings of these conferences and distribute the final minutes of the conferences to all attendees.

**Page 1-65, Article 108-5, delete the first sentence of the second paragraph and delete the first word of the second sentence of the second paragraph.**

**Page 1-66, Article 108-6, replace “40%” with “30%” in the 1st paragraph.**

**Page 1-66, Article 108-6, replace “35%” with “25%” in the 2<sup>nd</sup> paragraph.**

**Pages 1-68, delete Article 108-8 and replace with the following:**

#### **108-8 FAILURE TO MAINTAIN SATISFACTORY PROGRESS**

The Engineer will check the Design-Build Team’s progress at the time each partial pay request is received. The Design-Build Team’s progress may be considered as unsatisfactory if, according to the Progress schedule, the projected finish date for all work exceeds the scheduled finish date by more than 10%.

When the Design-Build Team's progress is found to be unsatisfactory as described above, the Engineer may make written demand of the Design-Build Team to state in writing the reason for the unsatisfactory progress and produce such supporting data as the Engineer may require or the Design-Build Team may desire to submit. The Engineer will consider the justifications submitted by the Design-Build Team and extensions of the completion date that have or may be allowed in accordance with Article 108-10(B) and as modified herein.

When the Design-Build Team cannot satisfactorily justify the unsatisfactory progress the Engineer may invoke one or more of the following sanctions:

1. Withhold anticipated liquidated damages from amounts currently due or which become due.
2. Remove the Design-Build Team and individual managing firms of the Design-Build Team and / or prequalified design firms from the Department’s Prequalified Bidders List.

When any of the above sanctions have been invoked, they shall remain in effect until rescinded by the Engineer.

**Page 1-71, Article 108-10(B), add the following as the first paragraph:**

Only delays to activities which affect the completion date or intermediate contract date will be considered for an extension of contract time. No extensions will be granted until a delay occurs which impacts the project’s critical path and extends the work beyond the contract completion date or intermediate completion date. Any extension to the completion date or intermediate

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

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

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

## **SECTION 109 MEASUREMENT AND PAYMENT**

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

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

**Pages 1-81, 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

Engineer will determine amounts due on the partial pay estimate in accordance with the applicable portion of the Specifications or Request for Proposals.

The Engineer will withhold an amount sufficient to cover anticipated liquidated damages as determined by the Engineer.

**Page 1-82, Subarticle 109-5(D), delete the 4th and 5th paragraphs and replace with the following:**

Partial payments will not be made on seed or any living or perishable plant materials.

Partial payment requests shall not be submitted by the Design-Build Team until those items requested have corresponding signed and sealed RFC plans accepted by the Department.

**Pages 1-84, Article 109-10, add the following as bullets (E) and (F) under the 1<sup>st</sup> paragraph.**

- (E) As-Constructed Drawings, As-Built Plans and other documents required elsewhere in this RFP.
- (F) Documents or guarantees to support any warranty provided by the Design Build Team.

County : Perquimans

| Line #                     | Item Number  | Sec # | Description   | Quantity | Unit Cost | Amount |
|----------------------------|--------------|-------|---|----------|-----------|--------|
| <b>ROADWAY ITEMS</b>       |              |       |   |          |           |        |
| 0001                       | 0000900000-N | SP    | GENERIC MISCELLANEOUS ITEM<br>DESIGN AND CONSTRUCTION | Lump Sum | L.S.      |        |
| <hr/>                      |              |       |   |          |           |        |
| 1145/Mar16/Q1.0/D900000/E1 |              |       | <b>Total Amount Of Bid For Entire Project :</b>       |          |           |        |



**FUEL USAGE FACTOR CHART AND ESTIMATE OF QUANTITIES**

| Description of Work                            | Units     | Fuel Usage Factor Diesel #2 | Estimate of Quantities |
|--|-----------|-----------------------------|------------------------|
| Unclassified Excavation                        | Gal / CY  | 0.29                        | _____ CY               |
| Borrow Excavation                              | Gal / CY  | 0.29                        | _____ CY               |
| Class IV Subgrade Stabilization                |           |                             |                        |
| Aggregate Base Course                          | Gal / Ton | 0.55                        | _____ Tons             |
| Sub-Ballast                                    |           |                             |                        |
| Aggregate for Cement Treated Base Course       |           |                             |                        |
| Portland Cement for Cement Treated Base Course | Gal / Ton | 0.55                        | _____ Tons             |
| Asphalt Concrete Base Course                   | Gal / Ton | 2.90                        | _____ Tons             |
| Asphalt Concrete Intermediate Course           |           |                             |                        |
| Asphalt Concrete Surface Course                |           |                             |                        |
| Open-Graded Asphalt Friction Course            |           |                             |                        |
| Permeable Asphalt Drainage Course              |           |                             |                        |
| Sand Asphalt Surface Course, Type SA-1         |           |                             |                        |
| <b>Portland Cement Concrete Pavement:</b>      |           |                             |                        |
| Thru Lanes and Shoulders (> 11")               | Gal / SY  | 0.327                       | _____ SY               |
| Thru Lanes and Shoulders (9" to 11")           |           | 0.272                       | _____ SY               |
| Thru Lanes and Shoulders (< 9")                |           | 0.245                       | _____ SY               |
| * Structural Concrete (Cast-in-Place Only)     | Gal / CY  | 0.98                        | _____ CY               |

\* Structural Concrete shall be defined as cast-in-place Class A or Class AA concrete used in the construction of major structures for various work items identified in Division 4 of the 2012 Standard Specifications for Roads and Structures.

The above quantities represent a reasonable estimate of the total quantities anticipated, for each item, as pertaining to fuel price adjustments, and is representative of the design proposed in the Technical Proposal submitted under separate cover.

Or

The Design-Build Team elects not to pursue reimbursement for Fuel Price Adjustments on this project.

**The information submitted on this sheet is claimed as a "Trade Secret" in accordance with the requirements of G.S. 66-152(3) until such time as the Price Proposal is opened.**

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Print Name, Title

*(Submit a copy of this sheet in a separate sealed package with the outer wrapping clearly marked "Fuel Price Adjustment" and deliver with the Technical and Price Proposal.)*





**LISTING OF MBE & WBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

| FIRM NAME AND ADDRESS | MBE<br>or<br>WBE | ITEM<br>NO. | ITEM DESCRIPTION | * AGREED<br>UPON UNIT<br>PRICE | ** DOLLAR<br>VOLUME OF<br>ITEM |
|-----------------------|------------------|-------------|------------------|--------------------------------|--------------------------------|
|                       |                  |             |                  |                                |                                |
|                       |                  |             |                  |                                |                                |
|                       |                  |             |                  |                                |                                |
|                       |                  |             |                  |                                |                                |
|                       |                  |             |                  |                                |                                |
|                       |                  |             |                  |                                |                                |
|                       |                  |             |                  |                                |                                |
|                       |                  |             |                  |                                |                                |
|                       |                  |             |                  |                                |                                |
|                       |                  |             |                  |                                |                                |

**COST OF CONSTRUCTION WORK ONLY**

\$ \_\_\_\_\_

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE and / or WBE subcontractor, and these prices will be used to determine the percentage of the MBE and / or WBE participation in the contract.

\*\* Dollar Volume of MBE Subcontractor \$ \_\_\_\_\_  
 MBE Percentage of Total Construction Cost \_\_\_\_\_ %  
 (Including Right of Way Acquisition Cost)  
 \*\* Dollar Volume of WBE Subcontractor \$ \_\_\_\_\_  
 WBE Percentage of Total Construction Cost \_\_\_\_\_ %  
 (Including Right of Way Acquisition Cost)

\*\* Must have entry even if figure to be entered is zero.

**This form must be completed in order for the Bid to be considered responsive and be publicly read.  
 Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.**

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

**CORPORATION**

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

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

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

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

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

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

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

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
Of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**NOTARY SEAL**

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

**PARTNERSHIP**

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

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

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTORS**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Signature of Witness or Attest By Signature of Contractor

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

*If Corporation, affix Corporate Seal* and

(3) \_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Signature of Witness or Attest By Signature of Contractor

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

*If Corporation, affix Corporate Seal* and

(4) \_\_\_\_\_  
Name of Contractor (for 3 Joint Venture only)

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

\_\_\_\_\_  
Signature of Witness or Attest By Signature of Contractor

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

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

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

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

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

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

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

## DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

### DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

**Contract No.:**    **C204003**

**County:**           **Perquimans County**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

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Contract Officer

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Date

Execution of Contract and Bonds  
Approved as to Form:

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Attorney General