

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

FINAL REQUEST FOR PROPOSAL
INCLUDING

ADDENDA #1, #2, #3, #4 and #5

DESIGN-BUILD PROJECT

TIP U-5713 / R-5777A & B

August 14, 2019



VOID FOR BIDDING

DATE AND TIME OF TECHNICAL PROPOSAL SUBMISSION: **AUGUST 19, 2019 BY 4:00 PM**

DATE AND TIME OF PRICE PROPOSAL SUBMISSION: **AUGUST 27, 2019 BY 4:00 PM**

DATE AND TIME OF PRICE PROPOSAL OPENING: **SEPTEMBER 17, 2019 AT 2:00 PM**

CONTRACT ID: C 204225

WBS ELEMENT NO. 50111.3.1

FEDERAL-AID NO. N/A

COUNTY: Craven

ROUTE NO. U.S. 70

MILES: 5.1

LOCATION: U.S. 70 from the eastern approach of the Neuse River Bridge to approximately one (1) mile east of S.R. 1116 (Thurman Road)

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

NOTICE:

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

_____ 5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FORM FOR THE CONSTRUCTION OF CONTRACT NO. C 204225
IN CRAVEN 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. C 204225; has carefully examined the Final Request for Proposals (RFP) and all addenda 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. C 204225 in Craven County by no later than the dates(s) specified in the Final RFP or Technical Proposal, whichever is earlier, and in accordance with the requirements of the Engineer, the Final RFP and Addenda thereto, the 2018 *Standard Specifications for Roads and Structures*, specifications prepared by the Department, the Technical Proposal prepared by the Design-Build Team, at the lump sum price(s) bid by the Design-Build Team in their Price Proposal.

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

The Design-Build Team acknowledges that project documents furnished by the Department 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 2018, as well as, all design manuals, policy and procedures manuals, and AASHTO publications and guidelines referenced in the Request For Proposals, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; that, except as herein modified, all the design, construction and Construction Engineering Inspection included in this contract 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.

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Addendum No. 5 (August 14, 2019)

C204225
(U-5713 / R-5777A & B)

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PROPOSAL FORMS – ITEMIZED SHEET, ETC.

- Itemized Proposal Sheet (TAN SHEET)
- Fuel Usage Factor Chart and Estimate of Quantities
- Listing of DBE Subcontractors
- 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

(7-12-7)

DB1 G04A

The date of availability for this contract is October 28, 2019, except that the Design-Build Team shall only begin ground disturbing activities as allowed by this Request for Proposals (RFP). The Design-Build Team shall consider this factor in determining the proposed completion date for this project.

The completion date for this contract is defined as the date proposed in the Technical Proposal by the proposer who is awarded the project. The completion date thus proposed shall not be later than May 15, 2024.

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 **Fifteen Thousand Dollars (\$ 15,000.00)** per calendar day. As an exception to this amount, where the contract has been determined to be substantially complete as defined by the *Substantial Completion* Project Special Provision found elsewhere in this RFP, the liquidated damages will be reduced to **Five Thousand Dollars (\$5,000.00)** per calendar day.

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

Liquidated damages of **Fifteen Thousand Dollars (\$ 15,000.00)** per calendar day will be applicable to the early date for substantial completion proposed by the bidder. Liquidated damages of **Five Thousand Five Hundred Dollars (\$5,000.00)** per calendar day will be applicable to the Final Completion Date proposed by the bidder where the Design-Build Team has proposed an earlier date for substantial completion.

OTHER LIQUIDATED DAMAGES AND INCENTIVES

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

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 #1 for lane narrowing, lane closure, holiday and special event time restrictions for US 70 and all ramps and loops are \$2,500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #2 for lane narrowing, lane closure, holiday and special event time restrictions for US 70 and all ramps and loops are \$2,500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #3 for lane narrowing, lane closure, holiday and special event time restrictions for Williams Road are \$1,250.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #4 for road closure time restrictions for US 70 and all ramps and loops are \$5,000.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #5 for road closure time restrictions for All Other Roads are \$2,500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #6 for the above multi-vehicle hauling time restrictions for US 70 and all interchange ramps (once open to traffic), and Williams Road are \$300.00 per vehicle.

Liquidated Damages for Intermediate Contract Time #7 for the above multi-vehicle hauling time restrictions for US 70 and all interchange ramps (once open to traffic), and Williams Road are \$400.00 per vehicle.

Liquidated Damages for Erosion Control efforts apply to this project

Reference the Erosion and Sedimentation Control Scope of Work found elsewhere in this RFP for additional information under the Erosion Control Damages Section.

Reference the ITS 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 #8 for Failure to Maintain Traveler Information for Westbound Traffic After the Existing DMS is Removed are \$10,000.00 per day 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 Division Construction Engineer at 105 Pachtolous Highway NC 33, Greenville, NC 27835.

MOBILIZATION

(8-28-17)

DB1 G15B

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

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

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

800-2 MEASUREMENT AND PAYMENT

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

SUBSTANTIAL COMPLETION

(3-22-07)

DB1 G1

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.

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 \$ 1.99 per gallon.

(C) Opt Out of Fuel Price Adjustment

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

(D) Change Option

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

(E) Failure to Submit

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

INDIVIDUAL MEETINGS WITH PROPOSERS

(9-1-11)

DB1 G048

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

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

After issuance of the First Industry Draft RFP, the Department will attempt to arrange a meeting between each individual proposer and the North Carolina Railroad Company and Norfolk Southern Railroad Company.

The Department will afford each proposer one additional meeting with the Department (maximum two-hour time limit per each meeting) to discuss project specifics and address the proposer's concerns and questions. These meetings may occur at any time after the first Question and Answer Session with the proposers and before two weeks prior to the Technical and Price Proposals submittal date. The proposer shall request these meetings 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. 8-30-17)

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 Minority Business Enterprise and Women Business Enterprise Project Special Provision found elsewhere in this RFP.
6. The Design-Build Proposal shall address all the requirements as specified in this Request for Proposals.

In addition to the above requirements, failure to comply with any of the requirements of Article 102-8 of the Standard Special Provisions, Division One (found elsewhere in this RFP), Article 102-9 of the 2018 Standard Specifications for Roads and Structures, or Article 102-10 of the 2018 Standard Specifications for Roads and Structures and as amended in the Standard Special Provisions, Division One (found elsewhere in this RFP) may result in a Design-Build Proposal being rejected.

ALTERNATIVE TECHNICAL CONCEPTS AND CONFIDENTIAL QUESTIONS

(6-18-11) (Rev. 7-20-17)

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 revisions in subsequent industry drafts of the RFP and 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 will be allowed to submit a maximum of ten (10) Alternative Technical Concepts. Excluding (1) Formal ATCs that are submitted in response to the Department's favorable review of a Preliminary ATC and (2) ATCs that are deemed to take advantage of an error or omission in the RFP, all ATCs submitted by the Design-Build Team shall count towards the maximum number of allowable ATCs, regardless of the Department's response. (e.g. an ATC submitted by the Design-Build Team that the Department deems does not qualify as an ATC shall count towards the maximum number of allowable ATCs). Should the Design-Build Team submit a single ATC with multiple concepts, the Department may (a) return the unevaluated ATC to the proposer requiring resubmittals that contain an individual concept or (b) consider the ATC submittal multiple ATCs that count towards the maximum number of allowable ATCs.

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

1. The Design-Build Team will be allowed to submit the maximum number of allowable ATCs prior to the Final RFP distribution.
2. The Design-Build Team will be allowed to submit a maximum of two (2) ATCs after the Final RFP distribution, plus an additional two (2) ATCs that are specific to the Geotechnical Scope of Work, provided (a) the ATC submittal does not exceed the aforementioned maximum number of allowable ATCs and (b) the ATC is received by the Department no later than six (6) weeks prior to the deadline for submitting the Technical and Price Proposals.

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

The submittal deadlines above only apply to initial ATC submittals. Resubmittal of an ATC that (a) has been revised in response to the Department's requests for further information concerning a prior submittal, (b) is a Formal ATC for a Preliminary ATC that received a favorable response from the Department, or (c) requests approval of additional required variances to the RFP

requirements that were omitted in the original ATC submittal shall be received by the Department no later than 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) no later than two weeks prior to the deadline for submitting Technical and Price Proposals.

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 (a) other contract requirements not specifically identified in the ATC submittal; (b) any obligation that may arise under applicable laws and regulations; and (c) 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. Excluding the ATC distribution letter and supporting information that is provided as an attachment, the ATC shall not include any reference to the submitter's identity.

Formal ATCs

Each Formal ATC submittal shall include the following information:

1. **Description** – A detailed description and schematic drawings of the 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.
9. The ATC contains multiple concepts and has not been considered. Should the Design-Build Team wish to pursue one or more of the concepts presented in the ATC, a submittal for each individual concept will be required.

Formal ATC Inclusion in Technical Proposal

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

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 (a) that the Preliminary ATC is denied; (b) that the Preliminary ATC would be considered as a Formal ATC if the Team so elects to pursue a Formal ATC submission; (c) that an ATC is not required; (d) 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; (e) more than one ATC has been received on the same topic and the Department has elected to exercise its right to revise the RFP; (f) 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; or (g) the ATC contains multiple concepts and has not been considered, in which case an ATC for each individual concept will be required. The Department in no way warrants that a favorable response to a Preliminary ATC submittal will translate into a favorable response to a Formal ATC submittal. Likewise, a favorable response to a Preliminary ATC submittal is not sufficient to include the ATC in a Technical Proposal.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS

(9-1-11) (Rev. 8/31/17)

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>
2020 (07/01/19 – 06/30/20)	8 % of Total Amount Bid
2021 (07/01/20 – 06/30/21)	25 % of Total Amount Bid
2022 (07/01/21 – 06/30/22)	32 % of Total Amount Bid
2023 (07/01/22 – 06/30/23)	24 % of Total Amount Bid
2024 (07/01/23- 08/20/24)	11 % of Total Amount Bid

The Design-Build Team shall also furnish its own progress schedule in accordance with Article 108-2 of the 2018 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

(10-16-7) (Rev. 3-2-18)

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 the Combined MBE / WBE Goal. No submittal of a Letter of Intent is required, unless the additional participation is used for banking purposes.

Combined MBE / WBE Goal – A portion of the total contract, expressed as a percentage that is to be performed by committed MBE / WBE subcontractors.

Committed MBE / WBE Subcontractor – Any MBE / WBE submitted at the time of bid that is being used to meet the Combined MBE / 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 Goal Requirement – The approved participation at time of award, but not greater than the contract Combined MBE / WBE Goal.

Goal Confirmation Letter – Written documentation from the Department to the Proposer confirming the Design-Build Team's approved, committed 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 Participation (Anticipated) – A portion of the total contract, expressed as a percentage, that is anticipated 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 Participation (Anticipated) – A portion of the total contract, expressed as a percentage, that is anticipated 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.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Form%20and%20Instructions.pdf>

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

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.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.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form%20and%20Procedures.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.

<https://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 the Combined MBE / WBE Goal contained elsewhere in the RFP. This form is for paper bids only.

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

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.

<https://connect.ncdot.gov/business/SmallBusiness/Pages/UCP%20Certification%20Process%20for%20DBE%20firms.aspx>

Combined MBE / WBE Goal

The Combined MBE / WBE Goal for this project is **9.0%**.

The Combined MBE / WBE Goal was established utilizing the following anticipated participation for Minority Business Enterprises and Women Business Enterprises:

(A) **Minority Business Enterprises 3.0 %**

- (1) *If the anticipated MBE participation 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.
- (2) *If the anticipated MBE participation 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 6.0 %**

- (1) *If the anticipated WBE participation 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.
- (2) *If the anticipated WBE participation 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.

The Proposer is required to submit only participation to meet the Combined MBE / WBE Goal. The Combined MBE / WBE Goal may be met by submitting all MBE participation, all WBE participation, or a combination of MBE and WBE participation.

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 Combined MBE / WBE Goal. The Directory can be found at the following link:

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

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

Listing of 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 Combined MBE / 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:

- (A) *If the Combined MBE / WBE Goal is more than zero,*
- (1) 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.
 - (2) 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.
 - (3) 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 Combined MBE / WBE Goal.
- (B) *If the Combined MBE / 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 a Combined MBE / WBE Goal, the firm is responsible for meeting the Combined MBE / WBE Goal or making good faith efforts to meet the Goal, just like any other proposer. In most cases, a MBE or WBE proposer on a contract will meet the Combined MBE / WBE Goal 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 Combined MBE / WBE Goal.

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 contract Combined MBE / WBE Goal, 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 Combined MBE / WBE Goal, or if the form is incomplete (i.e. both signatures are not present), the MBE / WBE participation will not count toward meeting the Combined MBE / WBE Goal. If the lack of this participation drops the commitment below the Combined MBE / WBE Goal, the Design-Build Team shall submit evidence of good faith efforts for the Goal, 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.

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 Combined MBE / 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 be accumulated for a period not to exceed 23 months.

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

Submission of Good Faith Effort

If the Proposer fails to meet or exceed the Combined MBE / WBE Goal, the Proposer with the apparent adjusted low price shall submit to the Department documentation of adequate good faith efforts made to reach the Combined MBE / WBE Goal.

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. on the sixth calendar day following opening of 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 a Combined MBE / WBE Goal More Than Zero

Adequate good faith efforts mean that the Proposer took all necessary and reasonable steps to achieve the Combined MBE / WBE 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.

Addendum No. 5 (August 14, 2019)

C204225
(U-5713 / R-5777A & B)

Project Special Provisions

Craven County

- (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 that are also prequalified subcontractors. 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 Combined MBE / WBE Goal will be achieved.
 - (1) 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.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract Combined MBE / WBE Goal when the work to be sublet includes potential for MBE / WBE participation (2nd and 3rd 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 the contract Combined MBE / WBE Goal 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 Combined MBE / WBE Goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. Proposing Design-Build Teams are not, however, required to accept higher quotes from 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 OWD@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 contract Combined MBE / 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 Combined MBE / WBE Goal.
2. The Proposers' past performance in meeting the contract goal.
3. The performance of other proposers in meeting the Combined MBE / WBE Goal. For example, when the Proposer with the apparent adjusted low price fails to meet the Combined MBE / WBE Goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the Proposer with the apparent adjusted low price could have met the Goal. If the Proposer with the apparent adjusted low price fails to meet the Combined MBE / WBE Goal, 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 Proposer with the apparent adjusted low price, the Department reserves the right to award the contract to the Proposer with the next apparent lowest adjusted price that can satisfy to the Department that the Combined MBE / WBE Goal can be met or that an adequate good faith effort has been made to meet the Combined MBE / WBE Goal.

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 the Combined MBE / WBE Goal

(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 towards the anticipated MBE participation. The same holds true for work that a WBE subcontracts to another WBE firm. Work that a MBE / WBE subcontracts to a non-MBE / WBE firm does not count toward the contract goal requirement. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (e.g. MBEs to MBEs and WBEs to WBEs), in order to fulfill the MBE or WBE participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows good faith effort has been made to reach out to similarly certified firms and there is no interest or availability, and they can get assistance from other certified firms, the Engineer will not hold the prime contractor responsible for meeting the individual MBE or WBE breakdown. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the contract work 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.

(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. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the Design-Build Team may present evidence to rebut this presumption to the Department.

(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 Combined MBE / 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 participation breakdown. 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 contractor responsible for meeting the individual MBE or WBE participation breakdown.
- (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.

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 any other affiliated company within the Design-Build Team, must give the MBE / WBE firm five calendar days to respond to the prime contractor's, or any other affiliated company within the Design-Build Team, notice of termination and advise the prime contractor, or any other affiliated company 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 / WBE is terminated for good cause as stated above, an additional MBE / WBE that was submitted at the time of bid may be used to fulfill the MBE / WBE commitment to meet the Combined MBE / 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 Combined 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 / 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, 2nd 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 2018 *Standard Specifications for Roads and Structures* may be cause to disqualify the prime contractor or any other affiliated company within the Design-Build Team from further bidding for a specified length of time.

SPECIAL NOTICE TO BIDDERS

(2-19-13) (Rev. 7-3-18)

DB1 G71

Project U-5713 / R-5777A & B involves the reconstruction of at-grade crossings on existing Railroad right of way. The North Carolina Department of Transportation (NCDOT) will be administering the project and the work will be constructed in accordance with the 2018 NCDOT *Standard Specifications for Roads and Structures*; Norfolk Southern Railway (NSR) *Public Projects Manual*, August 2015; (or later edition if applicable); North Carolina Railroad Company (NCR) FORM NCR 101, SPECIFICATIONS FOR WIRE, CONDUIT AND CABLE OCCUPATIONS OF NORTH CAROLINA RAILROAD COMPANY, Revised February 2017 (or later edition if applicable); and North Carolina Railroad Company FORM NCR 102, SPECIFICATIONS FOR PIPELINE OCCUPANCY OF NORTH CAROLINA RAILROAD COMPANY, Revised February 2017 (or later edition if applicable).

The construction of portions of the projects will be taking place in existing Railroad right of way owned by NCR and adjacent to an existing main track that is operated and maintained by NSR. Safety in the right of way will be top priority and NSR's safety and security policies shall be followed for all employees working within the right of way. The safety and security policies and guidelines are further defined in the Project Special Provisions found elsewhere in this RFP.

All work adjacent to live tracks shall be coordinated with both NSR's Roadway Worker In Charge, as defined in the *Protection of Railroad Interest – NCR and NSR Project Special Provision* found elsewhere in this RFP. As a result of safety requirements for passing trains, there will be intermittent delays requiring all labor and equipment within 25 feet of the operating tracks to stop work until authorized to proceed by the operating Railroad. This will result in intermittent delays to the Design-Build Team's operations. The Design-Build Team needs to account for this in preparing their bid. The Design-Build Team shall have no claims whatsoever against NCDOT, NCR, or NSR for any additional cost incurred for delays caused by train operations or any changes to the information above.

PROTECTION OF RAILROAD INTEREST – NCRR AND NSR

(2-19-13) (Rev. 7-3-18)

DB1 G73

KEY STAKEHOLDERS AND ROLES FOR THE JOB

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

TERMS	DEFINITIONS
Owner, Company	North Carolina Railroad Company (NCRR). They own the right of way / easement, facilities, tracks, structures, etc., that Norfolk Southern Railway (NSR) and others operate on.
Owner’s Engineer / Representative	NCRR’s engineer or their authorized representative for the project.
Operating Railroad, Railroad, Railway, Railway Company	NSR operates and Railroad Company maintains the track facilities and signals.
Railroad Engineer	NSR Engineers or their authorized representatives.
RWIC / Flagman	Roadway Worker In Charge. This is NSR’s onsite representative responsible for obtaining track time for work activities adjacent to the tracks and safety within the Railroad right of way / easement. The Roadway Worker In Charge may be in charge of multiple Railroad flagmen assigned to a project if more than one is required or may be the flagman for the project.
Standard Specifications, Specifications	NCDOT Standard Specifications for Road and Structures, January 2018.
NCDOT Rail, Rail Division	The North Carolina Department of Transportation, Rail Division. They are a branch of the Department of Transportation responsible for schedule review, reviewing change orders; assisting in answering requests for information (RFI), and working with the owners, operating rail and the Department, and the FRA for compliance and project closeout.
NSR Public Projects Manual	Norfolk Southern Railway Public Projects Manual, August 2015.
NCRR Specifications	This includes the following documents: North Carolina Railroad - NCR101 – Specifications for Wire, Conduit and Cable Occupations of North Carolina Railroad Company Property, NCR102 – Specifications for Pipeline Occupancy of North Carolina Railroad Company Property, NCR103 – Specific Requirements of North Carolina Railroad Company for Work on its right of way / easement.

AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER

The authorized representative of the Operating Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of the Operating Railroad Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the North Carolina Department of Transportation, hereinafter referred to as the Engineer or Department Engineer, shall have authority over all other matters as prescribed herein including Project Specifications, Special Provisions and the plans developed by the Design-Build Team.

SAFETY GUIDELINES FOR PERSONNEL WORKING ON COMPANY CORRIDOR

The Design-Build Team personnel shall adhere to the following Norfolk Southern Railway safety guidelines:

- (A) The Design-Build Team shall follow all applicable Railroad and governmental rules, with particular attention paid to Railroad operating rules, Railroad rules for the conduct of contractors, Railroad rules for the operation of moving vehicles, and Federal Railway Administration roadway worker rules.
- (B) No one shall be allowed within 25 feet of the centerline of the nearest track without the specific authorization of the RWIC / flagman.
- (C) The Design-Build Team shall wear the following while on or about the Railroad right of way / easement:
 - (1) Appropriate head protection
 - (2) Appropriate eye protection
 - (3) Appropriate hearing protection
 - (4) Appropriate respiratory protection
 - (5) Appropriate high visibility reflective safety vests are required for work inside active intermodal facilities, public rights of way, or other locations as required by the Railroad and the MUTCD
 - (6) Suitable protective clothing and footwear. Working in shorts shall be prohibited. Shirts shall cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots shall be prohibited. Hard sole, lace up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety steel toe boots shall be required.
 - (7) All protective equipment shall be in good condition and properly fitted

Addendum No. 5 (August 14, 2019)
Project Special Provisions

C204225
(U-5713 / R-5777A & B)

Craven County

- (D) The Design-Build Team shall observe the safety provisions of applicable laws and building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the most recent edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are consistent with applicable law or regulation.
- (E) The Design-Build Team shall permit only qualified personnel to perform welding. Proper clothing, gloves and shields shall be worn for body and eye protection. All welding equipment shall be properly tested and in good working order. All welding equipment and cutting torches being used within 25 feet of the track shall be shut off and work stopped when a train is passing.
- (F) Anyone working on the Railroad right of way / easement found to be under the influence of alcohol or other intoxicant, narcotic or hallucinogenic drug, or in possession of such intoxicant or drug, shall be immediately dismissed from the property by the Design-Build Team and not allowed to return.
- (G) When anyone working on the Railroad right of way / easement is injured, the Design-Build Team shall arrange for emergency medical assistance, if needed, and the Design-Build Team shall notify Railroad Engineer and the Department's Engineer of such incident by the quickest method of communication available.
- (H) The Design-Build Team shall not use defective or improvised tools and / or equipment to perform the work.
- (I) At the direction of the Railroad Engineer and / or the Department's Engineer, the Design-Build Team shall work with local emergency response personnel to develop action plans to respond to emergency situations.
- (J) The Design-Build Team shall maintain emergency site access for local emergency response personnel at all times.
- (K) The Design-Build Team shall promptly notify the Railroad Engineer and the Department Engineer of all safety incidents and / or injuries involving any person(s) on the project site.
- (L) The Design-Build Team shall hold daily safety briefings involving all personnel working on site per Railroad safety rules. Personnel arriving onsite after the safety briefing shall be briefed before proceeding with their work. The Design- Build Team and all personnel shall hold additional safety briefings during the day as conditions or work changes.
- (M) All persons working near Railroad tracks while a train is passing shall lookout for dragging bands, chains and / or protruding or shifted cargo. If any of these are observed, they must notify the RWIC / flagman immediately.

- (O) No one shall cross tracks without specific authorization from the flagman.
- (P) Steel tape and / or chain shall not cross or touch rails without permission from the flagman.

GUIDELINES FOR EQUIPMENT WORKING ON COMPANY’S CORRIDOR

The following shall apply to all equipment being operated within the Railroad right of way / easement:

- (A) The Design-Build Team’s actions shall not interfere with normal train operations. The Design-Build Team shall provide a weekly schedule of activities that may affect train operations or require flagging protection.
- (B) NSR will provide service outages only when absolutely required for construction activities as determined by the Railroad Engineer. No claim by the Design-Build Team against NSR and / or the Department will be allowed for delays caused by NSR’s operations.
- (C) When working on or near operating tracks to be kept in service, NSR may provide a schedule of allowable work periods. Allowable work periods may change due to the variances in train operations. If the Design-Build Team fails to comply with the schedules and performs its work in a manner that causes delay to NSR train operations, it shall be liable for any delays and shall reimburse NSR upon receipt of bills therefore. If at any time the Design-Build Team is required to work longer than a normal eight-hour day to prevent disruption to NSR’s train operations, then the Design-Build Team shall do so at no expense to the Railroad and / or the Department.
- (D) At locations where a flagman is deemed necessary by the Railroad Engineer for the safety of Railroad’s property and operations, the Design-Build Team shall observe the directions given by the RWIC / flagman. The Design-Build Team shall assure that it’s officers, agents, suppliers, subcontractors and employees observe the directives given by the RWIC / flagman. It shall be distinctly understood, however, that no direction or failure to give direction by the RWIC / flagman will relieve the Design-Build Team from any of its indemnification commitments.
- (E) No one shall be within 25 feet of the centerline of the nearest track without the specific authorization of the RWIC / flagman.
- (F) No one shall cross the tracks without specific authorization of the RWIC / flagman.
- (G) All persons working near the track while a train is passing shall look for dragging bands, chains and protruding or shifted cargo. If any of these are observed, they must notify the RWIC / flagman immediately.
- (H) No one shall pass between, over or under rail cars.

Addendum No. 5 (August 14, 2019)

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(U-5713 / R-5777A & B)

Project Special Provisions

Craven County

- (I) Steel chain, metallic chain and / or measuring tape shall not cross or touch rails without permission from the RWIC / flagman.
- (J) Construction materials shall not be placed on tracks without approval of the Railroad Engineer.
- (K) When working on tracks, switches shall be lined away from the work area and switch points spiked down or clamped or rail ends mismatched to prevent cars or engines from entering the work area.
- (L) Crane and / or boom equipment shall not be set up to work or be parked within boom distance plus 15' of centerline of track without specific permission from the Railroad official and flagman.
- (M) Crane and / or boom equipment shall not foul track or lift a load over the track without flagman protection and track time.
- (N) All employees shall stay with their machines when crane or boom equipment is pointed toward track.
- (O) All cranes and boom equipment under load shall stop work while a train is passing (including pile driving).
- (P) All swinging loads shall be secured to prevent movement while a train is passing. Loads shall not be suspended above a moving train.
- (Q) Equipment shall not be within 25 feet of centerline of track without specific authorization of the flagman.
- (R) Trucks, tractors and / or any equipment shall not touch ballast line without specific permission from the flagman.
- (S) Equipment and / or load movement shall not be within 25 feet or above a standing train or railroad equipment without specific authorization from the flagman.
- (T) All operating equipment within 25 feet of track shall halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- (U) All equipment, loads and cables shall be prohibited from touching the rails.
- (V) While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.

- (W) The Design-Build Team shall be responsible for the ingress and egress of its plant, equipment, materials and labor to and from the construction site in accordance with the following:
 - (1) No movement that may endanger the safe normal Railroad operations shall be made without the approval of the RWIC / flagman as to route and time of use.
 - (2) No movement of the Design-Build Team's equipment, materials and / or labor to and from the site shall be made without the approval of the RWIC / flagman.
- (X) Railroad regulations concerning the movement of vehicles on Railroad property shall be followed by the Design-Build Team, including, without limitation, weight restrictions for roadways.
- (Y) Use of access routes shall not cause the fouling of turnouts, flangeways, equipment, and drainage facilities with gravel, mud, waste materials, or timbers used for crossing tracks. Such routes shall be planned in such a way to minimize the risk of damage to Railroad facilities and shall be approved by the Railroad Engineer.
- (Z) Equipment and / or materials shall not be parked or stored on Company's corridor unless specific authorization is granted from the Railroad Engineer.
- (AA) All unattended equipment that is left parked on Company's corridor shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- (BB) All cranes and boom equipment shall be turned away from track after each work day or whenever unattended by an operator.

FAILURE TO COMPLY WITH SAFETY REQUIREMENTS

Failure to comply with any safety requirements within the Railroad right of way / easement may result in the removal of the individual or individuals responsible for violation of policies. Depending upon the severity of the violation as determined by the Railroad Engineer, RWIC / flagman or the Department's Engineer, the individual or individuals implicated must leave the Railroad right of way / easement within one hour of notification of the violation. Depending on the severity of the violation, the individual or individuals who were involved in the incident may be able to return to the job the following day. That determination will be made by the RWIC and the Department's representative on site. The individual or individuals will be notified if they are allowed to return the following day by the close of business the day of the occurrence. If they are not allowed to return the next day, the Design-Build Team may file an appeal to the Department's Engineer requesting the individual or individuals accused of the violation be allowed to return to the job. The Engineer will then notify the Railroad of the appeal and a meeting will be held to determine if the individual or individuals will or will not be allowed to return to the job. The individual or individuals alleged to have committed the violation will not be allowed on the project until after the Railroad Engineer and Department Engineer have reviewed the appeal and made a determination if the individual or individuals may return. If a person is allowed to return to the site

after the appeal process and a second violation of policies occurs, that will be grounds for permanent removal of the individual from the worksite. This does not only apply to individuals, but may apply to entire crews as well depending on the circumstances and severity of the violation of policy. The Design-Build Team shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred as a result of safety violations and removal of the individual or individuals from the job.

FEDERAL RAILROAD ADMINISTRATION (FRA) SAFETY REQUIREMENTS

In addition to NSR safety guidelines above, the Design-Build Team shall adhere to the safety requirements of the Federal Railroad Administration and comply with Title 49, Volume 4, Chapter 2, Part 213 and 214 of the Code of Federal Regulations. This information can be found at the following website:

<https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR&searchPath=Title+49%2FSubtitle+B%2FChapter+II%2FPart+213&oldPath=Title+49%2FSubtitle+B%2FChapter+II&isCollapsed=true&selectedYearFrom=2017&ycord=1739>

The FRA may conduct inspections on this project and fines can be levied against both the individual cited and the Design-Build Team for violations of these policies. The Design-Build Team shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred as a result of violations and fines for noncompliance with the above FRA guidelines.

RAILROAD INSURANCE – SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST

State Project: U-5713 / R-5777A & B

County: Craven

(A) In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Design-Build Team shall provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under 23 CFR 646A for all work to be performed on Company's corridor by carrying insurance of the following kinds and amounts:

(1) DESIGN-BUILD TEAM'S COMMERCIAL GENERAL LIABILITY INSURANCE:

The Design-Build Team shall furnish an original and one copy of the certificate of insurance and one certified copy of the policy to the Department as evidence that, with respect to the operations the Design-Build Team performs on Railroad right of way / easement, the Design-Build Team carries regular Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU)

coverage, shall be endorsed to name Company and Railroad specified in Item A.2.c. below as an additional insured, and shall include a severability of interests provision.

(2) RAILROAD PROTECTIVE LIABILITY INSURANCE

The Design-Build Team shall obtain individual NCRR and NSR Railroad Protective Liability Insurance for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property to Railroad Owner and Railroad Operator. It is anticipated that the Railroad Protective Liability Insurance shall have a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. However, the Design-Build Team shall verify and obtain the appropriate insurance and coverage with NSR and NCRR. The Design-Build Team shall furnish to the Department an original and one duplicate of the Railroad Protective Liability Insurance Policy. Said Policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance shall be as noted below:

- (a) The insurer shall be rated A- or better by A.M. Best Company, Inc.
- (b) The policy shall be written using one of the following combinations of Insurance Services Office (“ISO”) Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.
- (c) The named insured on each policy as required to be issued to each Company and to Railroad shall read: (NOTE: The below insured is to be treated separately as an insured on each railroad protective policy for a total of (2) two separate policies being issued.)

North Carolina Railroad Company
2809 Highwoods Blvd, Suite 100
Raleigh, NC 27604-1000
Attention: Property Department;

and

Norfolk Southern Railway
Three Commercial Place
Norfolk, Virginia 23510-2191
Attention: Risk Management

- (d) The description of operations shall appear on the Declarations, shall match the project description in the Railroad Agreement(s), and shall include the appropriate Department project and contract identification numbers.

The Description and Designation shall read:

All Work within Railroad Right of Way for NCDOT project U-5713/R-5777A & B which provides for improvements to US 70 located in James City, Craven County, NC.

- (e) The job location shall appear on the Declarations and shall include the city, state and appropriate highway name / number.
- (f) The name and address of the prime contractor shall appear on the Declarations.
- (g) The name and address of the Department shall be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
- (h) Other endorsements / forms that will be accepted include the following:
- (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) 60-day written notice be given the Department prior to cancellation or change
 - (4) Quick Reference or Index Form CL/IL 240
- (i) Endorsements / forms that are NOT acceptable include the following:

- (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) Any other endorsement / form not specifically authorized in item No. 2.h above.
- (B) If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on the Railroad right of way / easement. As an alternative, the Design-Build Team may provide insurance for the subcontractor by means of separate and individual policies.
- (C) Prior to entry on Company's corridor, the original and one duplicate copy of the Railroad Protective Liability Insurance Policy shall be submitted by the Design-Build Team to the Department at the address below for its review and transmittal to the Company and Railroad. In addition, certificates of insurance evidencing the Design-Build Team's and any subcontractors' Commercial General Liability Insurance shall be issued to the Department, Company and Railroad at the addresses below, and one certified copy of the Design-Build Team and any Subcontractor's policy is to be forwarded to the Department for its review and transmittal to the Company and Railroad. All policies and certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to the Department, Company and Railroad. The Railroad will not permit any work on Company's corridor until the Company and Railroad has reviewed and approved the evidence of insurance required herein.

DEPARTMENT

NCDOT Rail Division
Engineering & Safety Branch
c/o State Railroad Agent
1556 Mail Service Center
Raleigh, NC 27699-1556

RAILROAD

Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

COMPANY

North Carolina Railroad Company
2809 Highwoods Blvd.
Suite 100
Raleigh, NC 27604

- (D) The insurance required herein shall not limit the obligations of Department or its Design-Build Team under the Railroad Agreement(s) terms.
- (E) The insurance amounts specified are minimum amounts and the Design-Build Team may carry insurance in larger amounts if the Design-Build Team so desires. As to "aggregate limits", if the insurer establishes loss reserves equal to or in excess of the aggregate limit specified in any of the required insurance policies, the Design-Build Team shall immediately notify the Department and shall cease all operations until the aggregate limit is reinstated. If the insurer establishes loss reserves equal to or in excess of one-half of the aggregate limit, the Design-Build Team shall arrange to restore the aggregate limit to at least the minimum amount stated in these requirements. Any insurance policies and certificates taken out and furnished due to these requirements shall be approved by the Department, Company and Railroad as to form and amount prior to beginning work on Company's corridor.
- (F) All insurance herein before specified shall be carried until the final inspection and acceptance of the project by the Department, Company and Railroad, or acceptance of that portion of the project within Company's corridor. At this point, no work or any other activities by the Design-Build Team shall take place in Company's corridor without written permission from the Department, Company and Railroad.

FAILURE TO COMPLY

In the event the Design-Build Team violates or fails to comply with any of the requirements of this Request for Proposals:

- (1) The Railroad Engineer may require that the Design-Build Team vacate Company's corridor.
- (2) The Engineer may withhold monies due the Design-Build Team on monthly statements.

Any such orders shall remain in effect until the Design-Build Team has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

PAYMENT FOR COST OF COMPLIANCE

No separate payment shall be made for any extra costs incurred on account of compliance with the Request for Proposal requirements. All such costs shall be included in the lump sum bid for the entire project.

RAILROAD SITE DATA

The following information is provided as a convenience to the Design-Build Team. Since this information is subject to change without notice, the Design-Build Team shall contact the Railroad to verify the accuracy. Additionally, since this information is shown as a convenience to the Design-Build Team and is subject to change, the Design-Build Team shall have no claims whatsoever against either the Railroad or the Department for any delays or additional costs incurred based on changes in this information.

Number of tracks	One (1) track
Number of trains per day	Two (2) trains per day
Type of trains per day	Freight trains
Maximum train speed	35 mph

NOTICE OF STARTING WORK

The Design-Build Team shall not commence any work on Company’s corridor until the Design-Build Team has complied with the following conditions:

- (A) Give the Company and Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, at least ten days in advance of the date the Design-Build Team proposes to begin work on Company’s corridor / Railroad right of way / easement. Notice to be given to:

Mr. Scott Overbey
Norfolk Southern Railway
1200 Peachtree Street NE
Building Box 142
Atlanta, Georgia 30309

Mr. Jim Kessler, PE
North Carolina Railroad Company
2809 Highwoods Blvd
Suite 100
Raleigh, NC 27604

- (B) Obtained written authorization from both Norfolk Southern Railway and North Carolina Railroad Company to begin work on Railroad right of way / easement, such authorization to include an outline of specific conditions with which the Design-Build Team must comply.
- (C) Obtained written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by the Railroad Insurance – Special Provisions for Protection of Railway Interest section above. The Railroad shall not accept notation of Railroad protective insurance on a certificate of liability insurance form or Binders, as the Railroad must have the full original countersigned policy. The policy will be reviewed for compliance prior to written approval. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for Railroad to review.

- (D) Furnish a schedule for all work within the Railroad right of way / easement, as required. Obtain written authorization from the Railroad to begin work on Railroad right of way / easement, such authorization to include an outline of specific conditions with which the Design-Build Team must comply.
- (E) Obtain Railroad's Flagging Services, as required.
- (F) The Design-Build Team must execute and deliver to NCRR and NSR a standard construction right of entry agreement approved by NCRR and NSR together.

The Railroad's written authorization to proceed with the work shall include the names, addresses and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

INTERFERENCE WITH RAILROAD OPERATIONS

The Design-Build Team shall so arrange and conduct work such that there will be no interference with the Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Company or Railroad or to poles, wires, and other facilities of tenants on the Railroad right of way / easement. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Design-Build Team from liability. Any work to be performed by the Design-Build Team which requires flagging service or inspection service (watchman) shall be deferred by the Design-Build Team until the flagging protection or inspection service required by the Railroad is available at the job site.

Whenever work within Company's corridor is of such a nature that impediment to Railroad operations, such as use of runaround tracks or necessity for reduced speed is unavoidable, the Design-Build Team shall schedule and conduct operations so that such impediment shall be reduced to the absolute minimum.

Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Company and Railroad, the Design-Build Team shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provision is insufficient, either may require or provide such provisions as deemed necessary. In any event, such unusual provisions shall be at the Design-Build Team's expense and without cost to the Department, Company or Railroad.

TRACK CLEARANCES

- (A) Before undertaking any work within Railroad right of way / easement, or before placing any obstruction over any track, the Design-Build Team shall:
- (1) Notify the RWIC / Track Supervisor at least 72 hours in advance of the work.
 - (2) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.
 - (3) Receive permission from the RWIC / Track Supervisor to proceed with the work.
 - (4) Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
- (B) The minimum track clearances to be maintained by the Design-Build Team during construction are as follows:
- (1) Horizontal clearance measured from centerline of track to falsework:
13'-0" on tangent track
14'-0" on curved track
 - (2) Vertical clearance from top of rail to falsework: 22'-0"

CONSTRUCTION PROCEDURES

(A) General

Construction work and operations by the Design-Build Team on Company's property shall be:

- (1) Subject to the inspection and approval of the NSR and NCDOT.
- (2) In accordance with all of the Railroad's written specific conditions.
- (3) In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
- (4) In accordance with this Request for Proposals.

(B) Excavation

The subgrade of an operated track shall be maintained with edge of berm at least 7'-0" from centerline of track and not more than 45" below top of rail. The Design-Build Team will not be required to make an existing section meet this specification if substandard, in which case existing section will be maintained.

(C) Excavation for Structures

The Design-Build Team shall take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting, for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a North Carolina Registered Professional Engineer. The Professional Engineer shall be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans for shoring, shall first be reviewed by the Department Engineer then reviewed and approved by the Railroad Engineer, but such approval shall not relieve the Design-Build Team from liability.

Additionally, a walkway with handrail protection may be required as noted in the section for Trainman's walkways herein.

(D) Demolition, Erection, Hoisting

- (1) Railroad tracks and other Company corridor or railroad property must be protected from damage during all operations.
- (2) The Design-Build Team shall submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
- (3) Crane rating sheets showing cranes to be adequate for 150 percent of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and / or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements shall be made under the supervision of the North Carolina Registered Professional Engineer submitting the procedure and calculations.

- (5) A data sheet must be submitted listing the types, size and arrangements of all rigging and connection equipment.
- (6) A complete procedure shall be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc. submitted shall be prepared, signed and sealed by a North Carolina Registered Professional Engineer.
- (8) The Railroad's Engineer must be present at the site during the entire demolition and erection procedure period.
- (9) All procedures, plans and calculations shall first be approved by the Department Engineer and the Railroad Engineer, but such approval shall not relieve the Design-Build Team from liability.

(E) **Blasting**

The Design-Build Team shall obtain advance approval of the Railroad Engineer and the Department Engineer for use of explosives on or adjacent to Company corridor. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Design-Build Team shall comply with the following:

- (1) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Design-Build Team and a licensed blaster.
- (2) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
- (3) No blasting shall be done without the presence of an authorized representative of the Railroad. A minimum 72-hours advance notice to the person designated in the Railroad's notice of authorization to proceed shall be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
- (4) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at the Design-Build Team's expense any track misalignment or other damage to Company corridor resulting from the blasting as directed by the Railway's authorized representative. If the Design-Build Team's actions result in delay of trains, the Design-Build Team shall bear the entire cost thereof.

The Railroad representative / Engineer will:

- (1) Determine the approximate location of trains and advise the Design-Build Team the approximate amount of time available for the blasting operation and clean-up.

- (2) Have the authority to order discontinuance of blasting if, in the Railroad representative / Engineer's opinion, blasting is too hazardous or is not in accordance with this Request for Proposal.

(F) Maintenance of Railroad Facilities

The Design-Build Team shall maintain all ditches and drainage structures free of silt or other obstructions that may result from construction operations and provide and maintain any erosion control measures, as required. The Design-Build Team shall promptly repair eroded areas within Company's corridor and repair any other damage to the property of the Company or its tenants.

All such maintenance and repair of damages due to the Design-Build Team's operations shall be done at the Design-Build Team's expense.

(G) Storage of Materials and Equipment

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the corridor of the Company without first having obtained permission from the Railroad Engineer. Such permission shall be with the understanding that neither the Company nor Railroad will be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Design-Build Team to move, at the Design-Build Team's expense, such material and equipment.

All grading or construction machinery that is left idle or parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Design-Build Team shall protect, defend, indemnify and save Company and Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Design-Build Team's failure to immobilize grading or construction machinery.

(H) Cleanup

During construction of the project, the Design-Build Team shall furnish garbage disposal containers and dispose of all trash appropriately. The Design-Build Team shall clean the construction site periodically as requested by the Department Engineer or the Railroad Engineer of all waste, rubbish and unused construction material. The removal of waste and debris shall be the responsibility of the Design-Build Team. Unused construction materials shall be stockpiled in an orderly fashion at a location that will not interfere with train operations and the construction progress. If the Design-Build Team does not clean the construction site after receiving notification, other forces may be used to clean the site of waste and rubbish. If other forces are used, the cleanup cost shall be deducted from monies due to the Design-Build Team.

Upon completion of the work, the Design-Build Team shall remove from within the limits of the Railroad right of way / easement, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Design-Build Team, and leave said Railroad right of way / easement in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative and satisfactory to the Company's authorized representative. Cleanup shall also include removal, replacement or cleaning of soiled or contaminated ballast in the construction area.

DAMAGES

The Design-Build Team shall assume all liability for any, and all, damages to the Design-Build Team's work, employees, servants, equipment and / or materials caused by Railroad traffic.

Any cost incurred by the Company of Railroad for repairing damages to its corridor or to property of its tenants, caused by or resulting from the operations of the Design-Build Team, shall be paid directly to the Company or Railroad by the Design-Build Team.

DESIGN-BUILD TEAM FURNISHED TWO WAY RADIOS

The Design-Build Team shall furnish a minimum of three push to talk, two way radios that operate on a frequency unique to the project and separate from NSR frequencies. The operational frequency shall not be the same as the frequency on adjacent jobs unless directed by the Railroad Engineer. The radios shall be used for communication between the RWIC / flagman or the Railroad's designated contact and the Design-Build Team's Superintendent or designated contact on the job for safety. The Design-Build Team shall maintain at least three working radios at all time during the project. Project conditions and the Design-Build Team's work may require the need for more than three radios on the project. It shall be the Design-Build Team's responsibility to furnish the number of radios required by NSR and NCDOT to maintain safety on the project. Failure on the part of the Design-Build Team to have working radios on site can result in suspension of the work until the radio requirements are met. There shall be no direct payment for the cost of furnishing the radios. The cost shall be included in the lump sum bid for the entire project.

The Design-Build Team shall provide radios capable of transmitting and receiving clearly, from any location within the project limits. Relaying messages from one radio operation to another shall not be an acceptable method. Any upgrades or additional equipment necessary to provide clear transmissions between two single radios, including signal repeaters shall be considered incidental to the radio requirements and shall not be subject to additional compensation.

The Design-Build Team shall submit information about the radios prior to use for approval by the Railroad.

The Design-Build Team shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred as a result of failure to have the required number of working radios on site each day or as a result of insufficient radio communication.

FLAGGING SERVICES

All work to be performed by the Design-Build Team within the Railroad right of way / easement shall require a flagman be present. Any work to be performed by the Design-Build Team requiring flagging service shall be deferred by the Design-Build Team until the flagging protection required by the Railroad is available at the job site. It will take approximately 30 days from the date the Railroad receives notification of award from the NCDOT to provide flagging protection for this project.

(A) When Required

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

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. The Railroad Engineer will determine how many flagmen are required for the job. However, if the Design-Build Team works within distances that violates instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed. Any additional flagging costs resulting from the Design-Build Team violating the RWIC / flagman instructions shall be the Design-Build Team's responsibility and shall be paid for in accordance with Section C – Payment noted below.

(B) Scheduling and Notification

- (1) The Design-Build Team's work requiring railroad flagging services shall be scheduled in advance and updated weekly to insure flagman coverage for the work to be performed. Flagging services will be provided by the Railroad for work required by the contract to complete the project. The Design-Build Team's work schedule shall be during normal daylight hours for safety concerns. Nighttime operations shall not be permitted without prior written approval from the Railroad Engineer and the Department Engineer and shall be only be considered on a case by case basis.
- (2) Not later than the time that approval is initially requested to begin work on Company corridor, the Design-Build Team shall furnish to the Company, Railroad and the Department a schedule for all work required to complete the portion of the project within Company corridor and arrange for a job site meeting between the Design-Build Team, the Department, and the Railroad's authorized representative.

Flagman or flagmen may not be provided until the job site meeting has been conducted and the Design-Build Team's work scheduled.

- (3) The Design-Build Team, through the Engineer, shall be required to give the Railroad representative a minimum of ten working days advance written notice of intent to begin work within Company corridor in accordance with this Project Special Provision. Once begun, when such work is then suspended at any time, or for any reason, the Design-Build Team, through the Engineer, shall be required to give the Railroad representative at least three working days of advance notice before resuming work on Railroad right of way / easement. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Design-Build Team shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer.
- (4) If flagging is required, no work shall be undertaken until the flagman or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to obtain flagging again from the Railroad. Due to Railroad labor agreements, the Design-Build Team shall provide five working days' notice before flagging service may be discontinued and responsibility for payment stopped.
- (5) If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Design-Build Team shall delay work on Railroad right of way / easement until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Design-Build Team and not the Company, Department or Railroad.

(C) Payment

The Department will be responsible for paying the Railroad directly for any, and all, flagging costs required to accomplish the construction. The Design-Build Team shall reimburse the Department for any, and all, flagging costs required to accomplish the construction. The estimated flagging costs noted below are 1) provided for informational purposes only, 2) are subject to change without notice, and 3) shall not be binding:

- (1) The estimated cost of flagging service is the current rate per day based on a ten-hour work day. This cost includes the base pay for each flagman, overhead, and a per diem charge for travel expenses, meals and lodging. The charge by the Railroad shall be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.

- (2) Work by a flagman in excess of eight hours per day or 40 hours per week, but not more than 12 hours a day shall result in overtime pay at 1½ times the appropriate rate. Work by a flagman in excess of 12 hours per day shall result in overtime pay at two times the appropriate rate. If work is performed on a holiday, the flagging rate shall be 2½ times the appropriate rate.
- (3) Railroad work involved in preparing and handling bills shall be charged to the Department. Charges to the Department by the Railroad shall be in accordance with applicable provisions of the Federal-Aid Policy Guide, Title 23 Subchapter B, Part 140I and Subchapter G, Part 646B issued by the Federal Highway Administration on December 9, 1991, including all current amendments. The Design-Build Team shall reimburse the Department for all Railroad work involved in preparing and handling bills.

(D) Verification

The Railroad flagman assigned to the project will be responsible for notifying the Department Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that flagging services are performed for each separate period that services are provided. The Department Engineer will document such notification and general flagging times for verification purposes in the project records. When requested, the Department Engineer will also sign the flagman's diary showing daily time spent and activity at the project site. Also, if requested, the flagman will cooperate with the Department by submitting daily timesheets or signing the Department Engineer's diary showing daily time spent at the project site.

Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact Railroad's System Engineer of Public Improvements at (404) 529-1641. All verbal complaints must be confirmed in writing by the Design-Build Team within five working days with copy to the Department Engineer. Address all written correspondence to:

Office of Chief Engineer-Bridges & Structures
Attention: System Engineer of Public Improvements
Norfolk Southern Railway
1200 Peachtree St. NE
Internal Box 142
Atlanta, GA 30309

HAULING ACROSS RAILROAD

Where the plans developed by the Design-Build Team show or imply that materials of any nature must be hauled across the Railroad, unless the aforementioned plans clearly show that the Design-Build Team has included arrangements for such haul in its agreement with the Railroad, the Design-Build Team shall make all necessary arrangements with the Railroad regarding means of

transporting such materials across the Railroad. The Design-Build Team shall bear all costs incidental to such crossings whether services are performed by the Design-Build Team's own forces or by Railroad personnel.

If the Design-Build Team desires to haul across the Railroad for convenience, the Design-Build Team shall make all the necessary arrangements with the Railroad and the Company for a temporary crossing and shall bear all cost associated with construction and removal of the temporary crossing. The crossing shall only be used at times approved by the Engineer. The project shall not be considered complete until all temporary crossings have been removed by the Design-Build Team, unless directed by the Railroad or Company to leave the crossing(s) installed. A private grade crossing agreement shall be required for each crossing installed. The Design-Build Team shall have no claims whatsoever against the Railroad or the Department for denying any temporary crossing for the convenience of the Design-Build Team.

No crossing may be established for use of the Design-Build Team for transporting materials or equipment across the tracks of the Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Design-Build Team, is first obtained from the Railroad Engineer. The approval process for a temporary private crossing agreement normally takes 90 days.

WORK FOR THE BENEFIT OF THE DESIGN-BUILD TEAM

All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project shall be shown on the plans developed by the Design-Build Team; shall be included in the force account agreement between the Department, Company and the Railroad or shall be covered by appropriate revisions to same which will be initiated and approved by the Department, Company and / or the Railroad.

Once approved, should the Design-Build Team desire to make changes to the above, then the Design-Build Team shall make separate arrangements with the Railroad for same to be accomplished at the Design-Build Team's expense. The Design-Build Team shall notify the Department of agreements between the Railroad the and the Design-Build Team for any work for the benefit of the Design-Build Team.

COOPERATION AND DELAYS

It shall be the Design-Build Team's responsibility to arrange a schedule with the Railroad for accomplishing stage construction of work to be done by Railroad crews. In arranging the schedule, the Design-Build Team shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore. The Design-Build Team shall cooperate with others in the construction of the project to the end that all work may be accomplished to the best advantage.

The Design-Build Team shall insure that all work required to be completed by the Design-Build Team forces prior to Railroad's crews schedule move in date is completed. Delays by the Design-Build Team in meeting the schedule can result in delays in rescheduling Railroad crews and result

in delays to the project. The Design-Build Team shall have no claims whatsoever against the Railroad or the Department for delays as a result of rescheduling Railroad crews due the Design-Build Team failing to meet the Design-Build Team's schedule.

No charge or claim of the Design-Build Team against the Department, Company or the Railroad shall be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad or other delays incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with this Request for Proposals.

The Design-Build Team's attention is called to the fact that neither the Department, Company nor Railroad assumes any responsibility for any work performed by others in connection with the construction of the project, and the Design-Build Team shall have no claim whatsoever against the Department, Company or Railroad for any inconvenience, delay, or additional cost incurred by the design-Build Team on account of such operations by others.

TRAINMAN'S WALKWAYS

In areas along any existing tracks, on the side opposite of the track from where the work will be done; existing trainman walkways shall be maintained at a distance not less than ten feet from the centerline of the existing track. If the trainman's walkway does not exist, it will not be built or maintained unless shown on the plans developed by the Design-Build Team. In areas of new construction along turnouts / switches, signals and derails, trainman walkways shall be constructed and maintained not less than ten feet from the centerline of the track. The trainman's walkway shall extend from the point of switch through the derail. The trainman's walkway shall be an unobstructed continuous space suitable for the trainman to walk along the side of trains. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while the Railway's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with ten-foot minimum clearance from centerline of track, shall be installed.

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).

SUBSURFACE INFORMATION

(3-22-07)

DB1 G12D

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

COOPERATION BETWEEN CONTRACTORS

(9-1-11)

DB1 G133

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

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 including the R-5777C and R-1015 projects.

BID DOCUMENTATION

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

DB1 G142

General

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

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

Submittal of Bid Documentation

- (A) Appointment – Email specs@ncdot.gov or call (919) 707-6900 to schedule an appointment.
- (B) Delivery – A representative of the Bidder shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within ten days after the notice of award is received.
- (C) Packaging – The container shall be no larger than 15.5 inches in length by 12 inches wide by 11 inches high and shall be water resistant. The container shall be clearly marked on the face and the back of the container with the following information: Bid Documentation, Bidder's Name, Bidder's Address, Date of Escrow Submittal, Contract Number, TIP Number if applicable, and County.

Affidavit

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

Verification

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

Confidentiality of Bid Documentation

The bid documentation and affidavit in escrow are, and will remain, the property of the Proposer. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless the Design-Build Team gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department. 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) The Design-Build Team shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Design-Build Team will not be responsible for damage due to normal wear and tear, for negligence on the part of the Department, and / or for use in excess of the design.

- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Design-Build Team shall be responsible for invoking the warranted repair work with the manufacturer. The Design-Build Team's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

(9-21-04) (Rev. 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.

PERMANENT VEGETATION ESTABLISHMENT

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

DB01 G160

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

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

EROSION & SEDIMENT CONTROL / STORMWATER CERTIFICATION

(1-16-07) (Rev. 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) (Rev. 9-7-17)

DB1 G181

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

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

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

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

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

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/TurbidityReductionOptionSheet.pdf>

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

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

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

CLEARING AND GRUBBING

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

DB2 R013

With the exception of areas with Permanent Utility Easements, perform clearing on this project to the limits established by Method “III” shown on Roadway Standard Drawing No. 200.03. In areas with Permanent Utility Easements, clearing shall extend to the right of way limits.

BUILDING AND APPURTENANCE REMOVAL / DEMOLITION

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

DB2 R12A

Unless otherwise as agreed upon by the Department, seal all wells and remove or demolish all buildings and appurtenances, in their entirety, that are located either partially or completely within the project’s right of way limits or are located outside the project’s right of way limits but within property purchased as an uneconomical remnant in accordance with Sections 205, 210 and 215 of the 2018 *Standard Specifications for Roads and Structures*.

The Department will perform all assessment, removal and disposal of asbestos. Once the Design-Build Team has acquired a parcel and all buildings and appurtenances have been vacated, the Design-Build Team shall immediately notify the 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.

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:

- (A) 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.

- (B) 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.
- (C) Slope drains shall be Corrugated Aluminum Alloy Pipe, Corrugated Polyethylene Pipe (HDPE Pipe) or Polyvinyl-Chloride Pipe (PVC Pipe).
- (D) 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) (Rev. 9-8-17)

DB6 R25

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

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

The CEI firm is responsible for maintaining records in accordance with the procedures outlined in the Construction Manual for “Weight Tickets As A Basis Of Payment.” And summarizing and submitting these records monthly for review and approval by the Resident Engineer.

The base price index for asphalt binder for plant mix is \$ 523.21 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on May 1st, 2019.

AUTOMATED MACHINE GUIDANCE

(6-17-08)

General

This Special Provision contains requirements that shall be followed if the Design-Build Team elects to use Global Positioning System (GPS) machine control grading and shall be used in conjunction with Section 801 of the 2018 *Standard Specifications for Roads and Structures*. The use of this technology is referenced as Automated Machine Guidance (AMG).

All equipment using AMG shall be able to generate end results that adhere to the 2018 *Standard Specifications for Roads and Structures*. The Design-Build Team shall perform test sections for each type of work to be completed with AMG to demonstrate that the system has the capability to achieve acceptable results. If acceptable results cannot be achieved, the Design-Build Team shall conform to the requirements for conventional stakeout.

The Design-Build Team shall be responsible for all errors resulting from the use of AMG and shall correct deficiencies to the satisfaction of the Engineer at no cost to the Department.

Submittals

If the Design-Build Team elects to use AMG, a Digital Terrain Model (DTM) of the design surface and all intermediate surfaces shall be developed in conjunction with plan development. The Engineer of Record shall certify that the model used for AMG is representative of the approved “Released for Construction” sealed plans. The certification and DTM files in TIN format shall be provided to the Engineer for review.

At least 90 days prior to beginning grading operations, the Design-Build Team shall submit to the Engineer an AMG Work Plan to include, but not be limited to, proposed equipment, control software manufacturer and version, types of work to be completed using AMG, project site calibration report, repetitive calibration methods for construction equipment and rover units to be used for the duration of the project, and local GPS base station to be used for broadcasting differential correction data to rover units. This may include the NC Network RTK. All surveys shall be tied to existing project control as established by the Department.

Inspection

The Engineer will perform quality assurance checks of all work associated with AMG. If it is determined that work is not being performed in a manner that will assure accurate results, the Engineer may require corrective action at no cost to the Department.

The Design-Build Team shall provide the Engineer with a GPS rover unit for use during the duration of the contract. The rover shall be loaded with the same model that is used with the AMG and shall have the same capability as rover units used by the Design-Build Team. The rover will be kept in the possession of the Engineer and will be returned to the Design-Build Team upon completion of the contract. Any maintenance or repairs required for the rover shall be the responsibility of the Design-Build Team. Formal training of at least eight (8) hours on the use of the proposed AMG system shall be provided to the Engineer by the Design-Build Team and the equipment manufacturer. Training shall include, but not be limited to, hardware, software, and operation of the rover unit.

Subgrade and Base Controls

If the Design-Build Team elects to use AMG for fine grading and placement of base or other roadway materials, the GPS shall be supplemented with a laser or robotic total station. Include details of the proposed system in the AMG Work Plan. In addition, the following requirements apply for the use of AMG for subgrade and base construction.

- (A) Provide control points at intervals along the project not to exceed 1000 feet. The horizontal position of these points shall be determined by static GPS sessions or by traverse connection from the original base line control points. The elevation of these control points shall be established using differential leveling from project benchmarks, forming closed loops where practical. A copy of all new control point information shall be provided to the Engineer prior to construction activities.
- (B) Provide fine grade hubs referencing the top of finish grade along the cross section at 500-foot intervals. These hubs shall be established using conventional survey methods for use by the Engineer to check the accuracy of fine grading and pavement construction and shall remain in place until completion of all pavement layers unless otherwise allowed by the Engineer.
- (C) Provide conventional survey grade stakes at other critical points such as TSs, SCs, CSs, STs, PCs, PTs, and super elevation transition points as requested by the Engineer.

FIELD OFFICE

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

DB 08-01

1. 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:

2. 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)

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

DYNAMIC MESSAGE SIGN (DMS)

(2-7-17)

DB 08-04

General Requirements

DMSs used on the State Highway System shall be preapproved on the current NCDOT ITS & Signals 2018 Qualified Products List (QPL) by the date of installation. DMSs not preapproved will not be allowed for use on the project. To ensure compatibility with the existing DMS Control Software deployed in the State, furnish NTCIP compliant DMSs that are fully compatible with Daktronics, Inc. Vanguard Version 4 software (also referred to hereinafter as the “Control Software”). The QPL is available on the Department’s website. The QPL website is:

<https://connect.ncdot.gov/resources/safety/Pages/ITS-and-Signals-Qualified-Products.aspx>

DMS Requirements

Furnish and install DMSs compliant with UL standards 48, 50, and 879.

Add and configure the new DMSs in the system using the Control Software and computer system. Furnish, install, test, integrate and make fully operational the new DMSs at locations shown in the plans developed by the Design-Build Team.

Furnish operating DMS systems consisting of, but not limited to, the following:

- Full Matrix, 27 pixels high and 90 pixels wide LED DMS with 18” border
- DMS mounting hardware
- DMS controllers, Uninterruptible Power Supplies (UPS), cabinets and accessories with interconnect and power cabling and conduit
- Branch circuit conductors and related equipment
- All other equipment and incidentals required for furnishing, installing, and testing the DMS system and system components

Use only UL listed and approved electronic and electrical components in the DMS system.

Materials

A. Environmental Requirements

Construct the DMS and DMS controller-cabinet so the equipment within shall be protected against moisture, dust, corrosion, and vandalism.

Design the DMS system to comply with the requirements of Section 2.1 (Environmental and Operating Standards) of NEMA TS 4-2005.

B. Full Matrix LED Dynamic Message Sign (DMS)

Construct the DMS to display at least three lines of text that, when installed, are clearly visible and legible to a person with 20/20 corrected vision from a distance of 900 feet in advance of the DMS at an eye height of 3.5 feet along the axis.

When displaying three lines, each line must display at least 15 equally spaced and equally sized alphanumeric individual characters. Each character must be at least 18 inches in height and composed from a luminous dot matrix. The entire LED matrix shall be at the minimum 27 pixels high and 90 pixels wide.

1. DMS Enclosure

The DMS enclosure construction shall comply with the requirements of Section 3 (Sign Mechanical Construction) of NEMA TS 4-2005 as it applies to Walk-in enclosures. The following requirements complement TS 4-2005:

- (a) Construct the DMS with a metal walk-in enclosure excluding the face. Provide an aluminum walking platform inside the enclosure that is at least 28 inches wide. Ensure the width of the walking platform is free of obstructions to a height of 7 feet. Construct the enclosure of welded aluminum type 6061-T6, 5052 H38, 5052-H34, or of an Engineer approved alternate at least 1/8-inch thick. Perform all welding of aluminum and aluminum alloys in accordance with the latest edition of AWS D1.2, Structural Welding Code - Aluminum. Continuously weld the seams using Gas Metal Arc Welding (GMAW).

- (b) Provide all exterior and interior DMS enclosure surfaces with natural, mill-finish aluminum. Remove all grind marks and discoloration from the surfaces.
- (c) Provide corrosion resistant nuts, bolts, washers, and other mounting and bonding parts and components used on the exterior of the DMS enclosure and ensure they are sealed against water intrusion.
- (d) Provide one key lockable, hinged, gasket-sealed inspection door for service and maintenance along each side of the enclosure. Install one appropriately sized fire extinguisher within 12 inches of each maintenance door. Equip the DMS enclosure with internal fluorescent lighting controlled by timers installed close to each inspection door. Make certain no light emitted from the fluorescent tubes or any other light source inside the enclosure not comprising the display is leaked to the outside of the enclosure. Equip the door with a door-hold-open device. Install GFCI duplex utility receptacles every 6 feet along the width of the DMS in convenient locations for powered service tools.
- (e) Do not place a manufacturer name, logo, or other information on the front face of the DMS or shield visible to the motorist.
- (f) Provide power supply monitoring circuitry to detect power failure in the DMS and to automatically report this fault to the Control Software. This requirement shall be in addition to reporting power failure at the controller cabinet.
- (g) Do not paint the stainless steel bolts on the Z-bar assembly used for mounting the enclosure.

2. DMS Interior Control

Design the local field controller to monitor and control the interior DMS environment. Design environmental control to maintain the internal DMS temperature within +/- 10° F of the outdoor ambient temperature. Provide the DMS environmental control system with four primary subsystems as follows:

- (a) Internal Temperature Sensors – Provide the DMS with two internally mounted temperature sensors which are equipped with external thermocouples and which the Field Controller continuously monitors. Design the Field Controller to use this temperature information to determine when to activate and deactivate the environmental control systems described herein. Locate sensors on opposite ends of the upper 1/3 of the LED display matrix with their external thermocouples attached to and making contact with an LED pixel circuit board. Design the thermocouple and LED board to be easily detachable, in the event that one of the units

requires removal and replacement. Provide sensors capable of measuring temperatures from -40° F to $+185^{\circ}$ F. Design the Field Controller to automatically shut down the LED display whenever one or both sensors indicate that LED board temperature has exceeded $+140^{\circ}$ F, and to automatically restart the LED display whenever the suspect temperature falls below $+130^{\circ}$ F. Design both shutdown and re-start temperature thresholds to be user-programmable. Design the field controller to report sensor temperatures and DMS shutdown/re-start events to the DMS Control Software.

- (b) Housing Cooling System – Provide the DMS housing with a cooling system that circulates outside air into the DMS housing whenever the LED board temperature exceeds a user-programmable threshold. Provide this system with enough ventilation fans to exchange the internal DMS housing air volume at a minimum rate of 2 times per minute. Provide steel ball-bearing type fans. Mount fans in a line across the upper rear wall of the DMS housing to direct air out of the cabinet. Provide one filtered air intake port for each exhaust fan. Locate intake ports in a line across the lower rear wall of the DMS housing. Provide intake ports with a removable filter that will remove airborne particles measuring 500 microns in diameter and larger. Provide a filter that is of a size and style that is commercially readily available. Program the field controller to activate the DMS housing cooling system whenever the LED board temperature exceeds $+90^{\circ}$ F and to turn the cooling system off whenever LED board temperature falls below $+85^{\circ}$ F. On the DMS housing rear exterior wall, cover all air intake and exhaust ports on their top, front, and sides by an aluminum shroud fabricated from 0.090-inch aluminum sheeting. Taper the shrouds at the top. Securely fasten shrouds to the DMS housing, and provide gaskets at the interface to prevent water from entering the DMS. Design all air filters and fans to be removable from inside the DMS housing. Provide the DMS housing cooling system with an adjustable timer that will turn fans off after the set time has expired. Provide a timer that is adjustable to at least 4 hours, and locate it just inside the DMS housing door, within easy reach of a maintenance technician standing outside the DMS doorway.
- (c) LED Display Cooling System – Provide the DMS with an LED display cooling system which directs air across the LED display modules whenever LED board temperature exceeds a user-programmable threshold. Direct fan-forced air vertically across the backside of the entire LED display matrix using multiple ball-bearing fans. Program the field controller to activate the LED cooling fan system whenever LED board temperature exceeds $+90^{\circ}$ F and to deactivate the system whenever LED board temperature falls to $+85^{\circ}$ F. Locate cooling fans so as not to hinder removal of LED display modules and driver boards.

- (d) Front Face Panel Defog / Defrost System – Provide the DMS with a defog / defrost system which circulates warm, fan-forced air across the inside of the polycarbonate front face whenever LED board temperature falls below a user-programmable threshold. Provide multiple steel ball-bearing fans that provide uniform airflow across the face panel. Program the field controller to activate the defog / defrost system whenever LED board temperature falls below +40° F and to deactivate the defog / defrost system whenever LED board temperature exceeds +106° F. Mount a 100-watt pencil-style heating element in front of each defog / defrost fan to warm the air directed across the DMS face. Design heating elements to be on only when the defog / defrost fans are on.

Install additional fans and / or heaters as needed to maintain the temperature inside the DMS enclosure within the operating temperature range of the equipment within the DMS enclosure as recommended by the equipment manufacturer(s).

3. Front Panel

Protect the DMS face with contiguous, weather-tight, removable panels. These panels shall be a polycarbonate material that are ultraviolet protected, have an antireflection coating, and are a minimum of 1/8- inch thick.

Furnish polycarbonate panels with the following characteristics:

- (a) Tensile Strength, Ultimate: 10,000 PSI
- (b) Tensile Strength, Yield: 9,300 PSI
- (c) Tensile Strain at Break: 125%
- (d) Tensile Modulus: 330,000 PSI
- (e) Flexural Modulus: 330,000 PSI
- (f) Impact Strength, Izod (1/8", notched): 17 ft-lbs/inch of notch
- (g) Rockwell Hardness: M75, R118
- (h) Heat Deflection Temperature Under Load: 264 PSI at 270° F and 66 PSI at 288° F
- (i) Coefficient of Thermal Expansion: 3.9×10^{-5} in/in/F
- (j) Specific Heat: 0.30 BTU/lb/F
- (k) Initial Light Transmittance: 85% minimum
- (l) Change in Light Transmittance, 3 years' exposure in a Southern latitude: 3%
- (m) Change in Yellowness Index, 3 years' exposure in a Southern latitude: less than 5%

For substitutes, submit one 12" x 12" sample of the proposed material together with a description of the material attributes to the Engineer for review and approval. Install a .09" aluminum mask on the front of the panel (facing the motorists) that contains a circular opening for each LED pixel. Prime and coat the front side of the aluminum mask, which faces the viewing motorists, with automotive-grade flat

black acrylic enamel paint or an approved equivalent. Guarantee all painted surfaces provide a minimum outdoor service life of 20 years.

Design the panels so they will not warp nor reduce the legibility of the characters. Differential expansion of the DMS housing and the front panel must not cause damage to any DMS component or allow openings for moisture or dust. Glare from sunlight, roadway lighting, commercial lighting, or vehicle headlights must not reduce the legibility or visibility of the DMS. Install the panels so that a maintenance person can easily remove or open them for cleaning.

4. Display Modules

Manufacture each display module with a standard number of pixels, not to exceed an array of 9 x 5, which can be easily removed. Assemble the modules onto the DMS assemblies contiguously to form a continuous matrix to display the required number of lines, characters, and character height.

Design display modules that are interchangeable and replaceable without using special tools. Provide plug-in type power and communication cables to connect to a display module.

Construct each display module as a rectangular array of 5 horizontal pixels by 7 to 9 vertical pixels. Provide the module with an equal vertical and horizontal pitch between pixels, and columns that are perpendicular to the rows (i.e., no slant). Design each module to display:

- (a) All upper and lower case letters
- (b) All punctuation marks
- (c) All numerals 0 to 9
- (d) Special user-created characters

Display upper-case letters and numerals over the complete height of the module. Optimize the LED grouping and mounting angle within a pixel for maximum readability.

Furnish two (2) spare display modules per each DMS installed for emergency restoration.

5. Discrete LEDs

Provide discrete LEDs with a nominal viewing cone of **30 degrees** with a half-power angle of 15 degrees measured from the longitudinal axis of the LED. Viewing cone tolerances shall be as specified in the LED manufacturer's product specifications and shall not exceed ± 3 degrees half-power viewing angle of 30 degrees.

Provide LEDs that are untinted, non-diffused, high output solid state lamps utilizing indium gallium aluminum phosphide (InGaAlP) technology. Provide T1 ¾, 0.2-inch size LEDs that emit a true amber color at a wavelength of 590 ± 5 nm.

Provide LEDs with a MTBF (Mean Time Before Failure) of at least 100,000 hours of permanent use at an operating point of 140° F or below at a specific forward current of 20mA. Discrete LED failure is defined as the point at which the LED's luminous intensity has degraded to 50% or less of its original level.

Obtain the LEDs used in the display from a single LED manufacturer that have a single part number. Obtain them from batches sorted for luminous output, where the highest luminosity LED is not more than fifty percent more luminous than the lowest luminosity LED when the LEDs are driven at the same forward current. Do not use more than two successive and overlapping batches in the LED display. Document the procedure to be used to comply with this requirement as part of the material submittal.

Individually mount the LEDs on circuit boards that are at least 1/16" thick FR-4 fiberglass, flat black printed circuit board in a manner that promotes cooling. Protect all exposed metal on both sides of the LED pixel board (except the power connector) from water and humidity exposure by a thorough application of acrylic conformal coating. Design the boards so bench level repairs to individual pixels, including discrete LED replacement and conformal coating repair is possible.

Operate the LED display at a low internal DC voltage not to exceed 24 Volts.

Design the LED display operating range to be -20° F to +14° F at 95% relative humidity, non-condensing.

Supply the LED manufacturer's technical specification sheet with the material submittals.

6. LED Power Supplies

Power the LED Display by means of multiple regulated switching DC power supplies that operate from 120 volts AC input power and have an output of 48 volts DC or less. Wire the supplies in a redundant parallel configuration that uses multiple power supplies per display. Provide the supplies with current sharing capability that allows equal amounts of current to their portion of the LED display. Provide power supplies rated such that if one supply fails the remaining supplies will be able to operate their portion of the display under full load conditions (i.e. all pixels on at maximum brightness) and at a temperature of 140° F.

Provide power supplies to operate within a minimum input voltage range of +90 to +135 volts AC and within a temperature range of -22° F to 140° F. Power supply output at 140° F must not deteriorate to less than 65% of its specified output at 70° F. Provide power supplies that are overload protected by means of circuit breakers, that have an efficiency rating of at least 75%, a power factor rating of at least .95, and are UL listed. Provide all power supplies from the same manufacturer and with the same model number. Design the power driver circuitry to minimize power consumption.

Design the field controller to monitor the operational status (normal or failed) of each individual power supply and be able to display this information on the Client Computer screen.

7. LED Pixels

A pixel is defined as the smallest programmable portion of a display module that consists of a cluster of closely spaced discrete LEDs. Design each pixel to be a maximum of 2 inches in diameter.

Construct the pixels with two strings of LEDs. It is the manufacturer's responsibility to determine the number of LEDs in each string to produce the candela requirement as stated herein.

Ensure each pixel produces a luminous intensity of 40 Cd when driven with an LED drive current of 20 mA per string.

Power the LEDs in each pixel in strings. Use a redundant design so that the failure of an LED in one string does not affect the operation of any other string within the pixel. Provide the sign controller with the ability to detect the failure of any LED string and identify which LED string has failed. Submit a complete schematic of the LED power and driver circuits with the material submittals.

8. Character Display

Design display modules to be easily removable without the use of tools. Position cooling fans so they do not prevent removal of an LED pixel board or driver board.

Use continuous current to drive the LEDs at the maximum brightness level. Design the light levels to be adjustable for each DMS / controller so the Engineer may set levels to match the luminance requirements at each installation site.

Design the controller to automatically detect failed LED strings or drivers and initiate a report of the event to the Control Software. Design the controller to be able to read the internal temperature of the DMS enclosure and the ambient temperature outside the DMS enclosure and report these to the Control Software.

9. Display Capabilities

Design the DMS with at least the following message displays:

- Static display
- Flashing display with Dynamic flash rates
- At least two alternating Static and / or Flashing sequences (multi page messages)

10. DMS Mini Controller

Furnish and install a mini controller inside the DMS that is interconnected with the main controller using a fiber optic cable, CAT-5 cable, or an approved alternate. The mini controller will enable a technician to perform all functions available from the main controller. Provide the mini controller with an LCD / keypad interface. Size the LCD display screen to allow preview of an entire one-page message on one screen. Provide a 4 X 4 keypad.

Alternatively, install an EIA/TIA-232E port inside the DMS enclosure to enable a maintenance technician to communicate with the DMS main controller and obtain access to and perform all functions of the main controller using a laptop computer.

C. DMS Enclosure Structure Mounting

Mount the DMS enclosure and interconnect system securely to the support structures. Design the DMS enclosure supports to allow full access to the DMS enclosure inspection door.

Furnish and install U-bolt connections of hanger beams to overhead assembly truss chords with a double nut at each end of the U-bolt. Bring the double nuts tight against each other by the use of two wrenches.

Submit plans for the DMS enclosure, mounting description and calculations to the Engineer for approval. Have such calculations and drawings approved by a Professional Engineer registered in the state of North Carolina, and bear his signature, seal, and date of acceptance.

Provide removable lifting eyes or the equivalent on the DMS enclosure rated for its total weight to facilitate handling and mounting the DMS enclosure.

Design the DMS structure to conform to the applicable requirements of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6th Edition, 2013, including the latest interim specifications and the latest interim revisions, and the section titled “DMS Structure” of these Project Special Provisions.

D. DMS / DMS Controller Interconnect

Furnish and install all necessary cabling, conduit, and terminal blocks to connect the DMS and the DMS controller. Use approved manufacturer's specifications and the project plans developed by the Design-Build Team for cable and conduit types and sizes. Use fiber optic cable to interconnect sign and controller. Install fiber optic interconnect centers in the sign enclosure and cabinet to securely install and terminate the fiber optic cable. Submit material submittal cut sheets for the interconnect center.

E. DMS Controller and Cabinet

Furnish and install one DMS controller with accessories per DMS in a new equipment cabinet. Mount the controller cabinet on the DMS support structure. Install cabinet so that the height from the ground to the middle of the cabinet is four feet. Ensure a minimum of three-foot level working surface under each cabinet that provides maintenance technicians with a safe working environment.

Provide the DMS controller as a software oriented microprocessor and with resident software stored in non-volatile memory. The Control Software, controller and communications must comply with the NTCIP Standards identified in these Project Special Provisions. Provide sufficient non-volatile memory to allow storage of at least 500 multi-page messages and a test pattern program.

Furnish the controller cabinet with, but not limited to, the following:

- Power supply and distribution assembly
- Power line filtering hybrid surge protectors
- Radio Interference Suppressor
- Communications surge protection devices
- Industrial-Grade UPS system and local disconnect
- Microprocessor based controller
- Display driver and control system (unless integral to the DMS)
- Serial interface port for local laptop computer
- Local user interface
- Interior lighting and duplex receptacle
- Adjustable shelves as required for components
- Temperature control system
- All interconnect harnesses, connectors, and terminal blocks
- All necessary installation and mounting hardware

Furnish the DMS controller and associated equipment completely housed in a NEMA 3R cabinet made from 5052 H32 sheet aluminum at least 1/8" thick. Use natural aluminum cabinets. Perform all welding of aluminum and aluminum alloys in accordance with the latest edition of AWS D1.2, Structural Welding Code - Aluminum. Continuously weld the seams using Gas Metal Arc Welding (GMAW).

Slant the cabinet roof away from the front of the cabinet to prevent water from collecting on it.

Do not place a manufacturer name, logo or other information on the faces of the controller cabinet visible to the motorist.

Provide cabinets capable of housing the components and sized to fit space requirement. Design the cabinet layout for ease of maintenance and operation, with all components easily accessible. Submit a cabinet layout plan for approval by the Engineer.

Locate louvered vents with filters in the cabinet to direct airflow over the controller and auxiliary equipment, and in a manner that prevents rain from entering the cabinet. Fit the inside of the cabinet, directly behind the vents, with a replaceable, standard size, commercially available air filter of sufficient size to cover the entire vented area.

Provide a torsionally rigid door with a continuous stainless steel hinge on the side that permits complete access to the cabinet interior. Provide a gasket as a permanent and weather resistant seal at the cabinet door and at the edges of the fan / exhaust openings. Use a non-absorbent gasket material that will maintain its resiliency after long term exposure to the outdoor environment. Construct the doors so that they fit firmly and evenly against the gasket material when closed. Provide the cabinet door with louvered vents and air filters near the bottom as described in the paragraph above.

The cabinet shall contain a full-height standard EIA 19-inch rack. The rack shall be secured within the cabinet by mounts at the top and bottom.

The rack shall contain a minimum of one (1) pullout drawer. The drawer shall be suitable for storing manuals and small tools, such as screwdrivers. The drawer shall be able to latch in the out position to function as a laptop / utility shelf.

Provide a convenient location on the inside of the door to store the cabinet wiring diagrams and other related cabinet drawings. Provide a Corbin #2 main door lock made of non-ferrous or stainless steel material. Key all locks on the project alike, and provide 10 keys to the Engineer. In addition, design the handle to permit pad-locking.

Provide the interior of the cabinet with ample space for housing the controller and all associated equipment and wiring; use no more than 75% of the useable space in the cabinet. Provide ample space in the bottom of the cabinet for the entrance and exit of all power, communications, and grounding conductors and conduit.

Arrange the equipment so as to permit easy installation of the cabling through the conduit so that they will not interfere with the operation, inspection, or maintenance of the unit. Provide adjustable metal shelves, brackets, or other support for the controller unit and auxiliary equipment. Leave a three-inch minimum clearance from the bottom of the cabinet to all equipment, terminals, and bus bars.

Provide power supply monitoring circuitry to detect power failure and to automatically report the occurrence to the Control Software.

Install two 15-watt fluorescent light strips with shields, one in the top of the cabinet and the other under the bottom shelf. Design both lights to automatically turn on when the cabinet door is opened and turn off when the door closes.

Mount and wire a 120V (+10%) GFCI duplex receptacle of the 3-wire grounding type in the cabinet in a location that presents no electrical hazard when used by service personnel for the operation of power tools and work lights.

No cabinet resident equipment shall utilize the GFCI receptacle. Furnish one spare non-GFCI receptacle for future equipment.

Mount a bug-proof and weatherproof thermostatically controlled fan and safety shield in the top of the cabinet. Size the fan to provide at least for two air exchanges per minute. Fuse the fan at 125% of the capacity of the motor. The magnetic field of the fan motor must not affect the performance of the control equipment. Use a fan thermostat that is manually adjustable to turn on between 80°F and 160°F with a differential of not more than 10°F between automatic turn on and turn off. Mount it in an easily accessible location, but not within 6 inches of the fan.

Install additional fans and/or heaters as needed to maintain the temperature inside the cabinet within the operating temperature range of the equipment within the cabinet as recommended by equipment manufacturer(s).

1. Wiring

The requirements stated herein apply wherever electrical wiring is needed for any DMS system assemblies and subassemblies such as controller cabinet, DMS enclosure, electrical panel boards, etc.

Neatly arrange and secure the wiring inside the cabinet. Where cable wires are clamped to the walls of the control cabinet, provide clamps made of nylon, metal, plastic with rubber or neoprene protectors, or similar. Lace and jacket all harnesses, or tie them with nylon tie wraps spaced at 6-inches maximum to prevent separation of the individual conductors.

Individually and uniquely label all conductors. Ensure all conductor labels are clearly visible without moving the conductor. Connect all terminal conductors to the terminal strip in right angles. Remove excess conductor before termination of the conductor. Mold the conductor in such a fashion as to retain its relative position to the terminal strip if removed from the strip. Do not run a conductor across a work surface with the exception of connecting to that work surface. No conductor bundles can be support by fasteners that support work surfaces. Install all connectors, devices and conductors in accordance to manufactures guidelines.

Comply with the latest NEC guideline in effect during installation. No conductor or conductor bundle may hang loose or create a snag hazard. Protect all conductors from damage. Ensure all solder joints are completed using industry accepted practices and will not fail due to vibration or movement. Protect lamps and control boards from damage.

No splicing will be allowed for feeder conductors and communication cables from the equipment cabinet to the DMS enclosure.

Insulate all conductors and live terminals so they are not hazardous to maintenance personnel.

Route and bundle all wiring containing line voltage AC and / or shield it from all low voltage control circuits. Install safety covers to prevent accidental contact with all live AC terminals located inside the cabinet.

Use industry standard, keyed type connectors with a retaining feature for connections to the controller.

Label all equipment and equipment controls clearly.

Supply each cabinet with one complete set of wiring diagrams that identify the color-coding or wire tagging used in all connections. Furnish a water-resistant packet adequate for storing wiring diagrams, operating instructions, and maintenance manuals with each cabinet.

2. Power Supply and Circuit Protection

Design the DMS and controller for use on a system with a line voltage of

120V + 10% at a frequency of 60 Hz \pm 3 Hz. Under normal operation, do not allow the voltage drop between no load and full load of the DMS and its controller to exceed 3% of the nominal voltage.

Blackout, brownout, line noise, chronic over-voltage, sag, spike, surge, and transient effects are considered typical AC voltage defects. Protect the DMS system equipment so that these defects do not damage the DMS equipment or interrupt their operation. Equip all cabinets with devices to protect the equipment in the cabinet from damage due to lightning and external circuit power and current surges.

3. Circuit Breakers

Protect the DMS controller, accessories, and cabinet utilities with thermal magnetic circuit breakers. Provide the controller cabinet with a main circuit breaker sized according to the NEC. Use appropriately sized branch circuit breakers to protect

the controller and accessories and for servicing DMS equipment and cabinet utilities.

4. Surge Suppressor

Install and clearly label filtering hybrid power line surge protectors on the load side of the branch circuit breakers in a manner that permits easy servicing. Ground and electrically bond the surge protector to the cabinet within 2 inches.

Provide power line surge protector that meets the following requirements:

Peak surge current occurrences	20 minimum
Peak surge current for an 8 x 20 microsecond wave-shape	50,000 amperes
Energy absorption	> 500 joules
Clamp voltage	240 volts
Response time	< 1 nanosecond
Minimum current for filtered output	15 amperes for 120VAC*
Temperature range	-40°F to +158°F

*Capable of handling the continuous current to the equipment

5. Radio Interference Suppressor

Provide each controller cabinet with sufficient electrical and electronic noise suppression to enable all equipment in it to function properly. Provide one or more radio interference suppressors (RIS) connected between the stages of the power line surge suppressor that minimize interference generated in the cabinet in both the broadcast and the aircraft frequencies. Each RIS must provide a minimum attenuation of 50 decibels over a frequency range of 200 KHz to 75 MHz. Clearly label the suppressor(s) and size them at least at the rated current of the main circuit breaker but not less than 50 amperes.

Provide RIS that are hermetically sealed in a substantial metal case which is filled with a suitable insulating compound and have nickel plated 10/24 brass stud terminals of sufficient external length to provide space to connect #8 AWG wires. Mount them so that the studs cannot be turned in the case. Properly insulate ungrounded terminals from each other, and maintain a surface linkage distance of not less than 1/4" between any exposed current conductor and any other metallic parts. The terminals must have an insulation factor of 100 200 MΩ, dependent on external circuit conditions. Use RIS designed for 120 VAC ± 10%, 60Hz, and which meet the standards of UL and the Radio Manufacturers Association.

6. Communications Surge Protector

Equip the cabinet with properly labeled hybrid data line surge protectors that meet the following general requirements:

Surge current occurrences at 2000 ampere, 8 x 20 microsecond waveform	> 80
Surge current occurrences at 400 ampere, 10 x 700 microsecond waveform	> 80
Peak surge current for 8 x 20 microsecond waveform	10,000 A (2500 A/line)
Peak surge current for 10 x 700 microsecond waveform	500 A/line
Response time	< 1 nanosecond
Series resistance	< 15 Ω
Average capacitance	1500 pF
Temperature range	-10o F to 150° F
Clamp Voltage	As required to match equipment in application

7. Lightning Arrester

Protect the system with an UL approved lightning arrester installed at the main service disconnect. It shall meet the following requirements:

Type of design	Silicon Oxide Varistor
Voltage	120 / 240 Single phase, 3 wires
Maximum current	100,000 amps
Maximum energy	3000 joules per pole
Maximum number of surges	Unlimited
Response time one milliamp test	5 nanoseconds
Response time to clamp 10,000 amps	10 nanoseconds
Response time to clamp 50,000 amps	25 nanoseconds
Leak current at double the rated voltage	None
Ground Wire	Separate

8. Uninterruptible Power Supply

Provide the cabinet with an industrial grade power conditioning UPS unit to supply continuous power to operate the equipment connected to it if the primary power fails. The UPS must detect a power failure and provide backup power within 20 milliseconds. Transition to the UPS source from primary power must not cause loss of data or damage to the equipment being supplied with backup power. Provide a UPS with at least three outlets for supplying conditioned AC voltage to the DMS controller. Provide a unit to meet the following requirements:

- Input Voltage Range: 120VAC +12%, -25%
- Power Rating: 1000 VA, 700 Watts
- Input Frequency: 45 to 65 Hz
- Input Current: 7.2A
- Output Voltage: 120VAC \pm 3%
- Output Frequency: 50/60 \pm 1 Hz
- Output Current: 8.3A
- Output Crest Factor Ratio:
@50% Load Up to 4.8:1
@75% Load Up to 3.2:1
@100% Load Up to 2.4:1
- Output THD:
3% Max. (Linear)
5% Max. (Non-Linear)
- Output Overload: 110% for 10 min; 200% for 0.05 sec.
- Output Dynamic Response: +/- 4% for 100% Step Load Change
0.5 ms Recovery Time.
- Output Efficiency @ 100% Load:90% (Normal Mode)
- Operating Temperature: -40o F to +165o F
- Humidity: 0% to 95% Non-condensing
- Remote Monitoring Interface: RS-232
- Protection:
Input/Output Short Circuit
Input/Output Overload
Excessive Battery Discharge
- Specifications: UL1778, FCC Class A, IEEE 587

Provide the UPS unit capable of supplying 30 minutes of continuous backup power to the equipment connected to it when such equipment are operating at full load.

9. Controller Communications Interface

Provide the controller with the following interface ports:

- An EIA/TIA-232E port for remote communication using NTCIP
- An 10/100 Ethernet port for remote communication using NTCIP
- An EIA/TIA-232E port for onsite access using a laptop
- An EIA/TIA-232E auxiliary port for communication with a field device such as a UPS
- Fiber Optic ports for communication with the sign
- RJ45 ports for communication with the sign using CAT-5 cable
- RJ45 ports for communication with mini-controller located inside the sign enclosure

10. Controller Local User Interface

Provide the controller with a Local User Interface (LUI) for at least the following functions:

- On / Off Switch: controls power to the controller.
- Control Mode Switch: for setting the controller operation mode to either remote or local mode.
- LCD Display and Keypad: Allow user to navigate through the controller menu for configuration (display, communications parameter, etc.) running diagnostics, viewing peripherals status, message creation, message preview, message activation, etc. Furnish a LCD display with a minimum size of 240 x 64 dots with LED back light.

11. Controller Address

Assign each DMS controller a unique address. Preface all commands from the Control Software with a particular DMS controller address. The DMS controller compares its address with the address transmitted; if the addresses match, then the controller processes the accompanying data.

12. Controller Functions

Design the DMS controller to continuously control and monitor the DMS independent of the Control Software. Design the controller to display a message on the sign sent by the Control Software, a message stored in the sign controller memory, or a message created on site by an operator using the controller keypad.

Provide the DMS controller with a watchdog timer to detect controller failures and to reset the microprocessor, and with a battery backed up clock to maintain an accurate time and date reference. Set the clock through an external command from the Control Software or the Local User Interface.

13. DMS Controller Memory

Furnish each DMS controller with non-volatile memory. Use the non-volatile memory to store and reprogram at least one test pattern sequence and 500 messages containing a minimum of two pages of 45 characters per page. The Control Software can upload messages into and download messages from each controller's non-volatile memory remotely.

Messages uploaded and stored in the controller's non-volatile memory may be erased and edited using the Control Software and the controller. New messages may be uploaded to and stored in the controller's non-volatile memory using the Control Software and the controller.

F. Photo-Electric Sensors

Install three photoelectric sensors with ½ inch minimum diameter photosensitive lens inside the DMS enclosure. Use sensors that will operate normally despite continual exposure to direct sunlight. Place the sensors so they are accessible and field adjustable. Point one sensor north or bottom of the sign. Place the other two, one on the back wall and one on the front wall of the sign enclosure. Alternate designs maybe accepted, provided the sensor assemblies are accessible and serviceable from inside the sign enclosure.

Provide controls so that the Engineer can field adjust the following:

- The light level emitted by the pixel elements in each Light Level Mode.
- The ambient light level at which each Light Level Mode is activated.

G. Equipment List

Provide a general description of all equipment and all information necessary to describe the basic use or function of the major system components. Include a general "block diagram" presentation. Include tabular charts listing auxiliary equipment, if any is required. Include the nomenclature, physical and electrical characteristics, and functions of the auxiliary equipment unless such information is contained in an associated manual; in this case include a reference to the location of the information. Include an itemized list of equipment costs.

Include a table itemizing the estimated average and maximum power consumption for each major piece of equipment.

H. Physical Description

Provide a detailed physical description of size, weight, center of gravity, special mounting requirements, electrical connections, and all other pertinent information necessary for proper installation and operation of the equipment.

I. Parts List

Provide a parts list that contains all information needed to describe the characteristics of the individual parts, as required for identification. Include a list of all equipment within a group and a list of all assemblies, sub-assemblies, and replacement parts of all units. Arrange this data in a table, in alpha numerical order of the schematic reference symbols, which gives the associated description, manufacturer's name, and part number, as well as alternate manufacturers and part numbers. Provide a table of contents or other appropriate grouping to identify major components, assemblies, etc.

J. Character Set Submittal

Submit an engineering drawing of the DMS character set including 26 upper case and lower case letters, 10 numerals, an asterisk (*), a dash, a plus sign (+), a designated lane diamond, a slash, an ampersand, and arrows at 0, 45, 90, 135, 180, 225, 270, and 315 degrees.

K. Wiring Diagrams

Provide a wiring diagram for each DMS and each controller cabinet, as well as interconnection wiring diagrams for the system as a whole.

Provide complete and detailed schematic diagrams to component level for all DMS assemblies and subassemblies such as driver boards, control boards, DMS controller, power supplies, and etc. Ensure that each schematic enables an electronics technician to successfully identify any component on a board or assemblies and trace its incoming and outgoing signals.

L. Routine of Operation

Describe the operational routine, from necessary preparations for placing the equipment into operation to securing the equipment after operation. Show appropriate illustrations with the sequence of operations presented in tabular form wherever applicable. Include in this section a total list of the test instruments, aids and tools required to perform necessary measurements and measurement techniques for each component, as well as set up, test, and calibration procedures.

M. Maintenance Procedures

Specify the recommended preventative maintenance procedures and checks at pre-operation, monthly, quarterly, semi-annual, annual, and "as required" periods to assure equipment operates reliably. List specifications (including tolerances) for all electrical, mechanical, and other applicable measurements and / or adjustments.

N. Repair Procedures

Include in this section all data and step by step procedures necessary to isolate and repair failures or malfunctions, assuming the maintenance technicians are capable of analytical reasoning using the information provided in the section titled "Wiring Diagrams and Theory of Operation."

Describe accuracy, limits, and tolerances for all electrical, physical, or other applicable measurements. Include instructions for disassemblies, overhaul, and re-assemblies, with shop specifications and performance requirements.

Give detailed instructions only where failure to follow special procedures would result in damage to equipment, improper operation, danger to operating or maintenance personnel, etc. Include such instructions and specifications only for maintenance that specialized technicians and engineers in a modern electromechanical shop would perform. Describe special test set up, component fabrication, and the use of special tools, jigs, and test equipment.

O. Field Trial

At the request of the Engineer, supply a three-character demonstration module with characters of the size and type specified for the project, an appropriate control device and power supply to allow character display within 30 working days of the request. Perform a field trial on this module at a time and location selected by the Engineer.

This trial will allow the Engineer or his selected representatives to test the readability of the DMS at the maximum distance required for specified character size. Test the module with the sun directly above the DMS, and near the horizon in front of and behind the DMS (washout and back-lit conditions).

Construction Methods

A. Description

This article establishes practices and procedures and gives minimum standards and requirements for the installation of Dynamic Message Sign systems, auxiliary equipment and the construction of related structures.

Provide electrical equipment described in this specification that conforms to the standards of NEMA, UL, or Electronic Industries Association (EIA), wherever applicable. Provide connections between controllers and electric utilities that conform to NEC standards. Express wire sizes according to the American Wire Gauge (AWG).

Provide stainless steel screws, nuts, and locking washers in all external locations. Do not use self-tapping screws unless specifically approved by the Engineer. Use parts made of corrosion resistant materials, such as plastic, stainless steel, brass, or aluminum. Use construction materials that resist fungus growth and moisture deterioration. Separate dissimilar metals by an inert dielectric material.

B. Layout

Determine the location of each Dynamic Message Sign and obtain the Engineer's approval of the locations prior to installation. It is the Design-Build Team's responsibility to ensure proper elevation, offset, and orientation of all DMS assemblies. The location of service poles as well as conduit lengths shown in the project plans developed by the Design-Build Team, are approximate based on available project data. Make actual field measurements to place conduit and equipment at the required location.

C. Construction Submittal

When the work is complete, submit "as built" plans, inventory sheets, and any other data required by the Engineer to show the details of actual construction and installation and any modifications made during installation.

The "As-Built" Plans shall show: the DMS, controller, and service pole locations; DMS enclosure and controller cabinet wiring layouts; and wire and conduit routing. Show all underground conduits and cables dimensioned from fixed objects

Include detailed drawings that identify the routing of all conductors in the system by cable type, color code, and function. Clearly label all equipment in the DMS system, controller cabinet, and DMS enclosure.

D. Conduit

Install the conduit system in accordance with Section 1715 of the 2018 *Standard Specifications for Roads and Structures* and NEC requirements for an approved watertight raceway.

Make bends in the conduit so as not to damage it or change its internal diameter. Install watertight and continuous conduit with as few couplings as standard lengths permit.

Clean conduit before, during, and after installation. Install conduit in such a manner that temperature changes will not cause elongation or contraction that might damage the system.

Attach the conduit system to and install along the structural components of the DMS structure assemblies with beam clamps or stainless steel strapping. Install strapping according to the strapping manufacturer's recommendations. Do not use welding or drilling to fasten conduit to structural components. Space the fasteners at no more than 4 feet for conduit 1.5 inches and larger or 6 feet for conduit smaller than 1.25 inches. Place fasteners no more than 3 feet from the center of bends, fittings, boxes, switches, and devices.

Locate underground conduit as shown in the project plans developed by the Design-Build Team in a manner consistent with these Project Special Provisions.

Do not exceed the appropriate fill ratio on all cable installed in conduit as specified in the NEC.

E. Wiring Methods

Do not pull permanent wire through a conduit system until the system is complete and has been cleaned.

Color-code all conductors per the NEC. Use approved marking tape, paint, sleeves or continuous colored conductors for No.8 AWG and larger. Do not mark a white conductor in a cable assemblies any other color.

Bury underground circuits at the depth shown in the project plans developed by the Design-Build Team and surround it with at least 3 inches of sand or earth back fill free of rocks and debris. Compact backfill in 6 inch layers. Do not splice underground circuits unless specifically noted in the project plans developed by the Design-Build Team and approved by the Department.

F. Equipment and Cabinet Mounting

Mount equipment securely at the locations shown in the project plans developed by the Design-Build Team, in conformance with the dimensions shown. Install fasteners as recommended by the manufacturer and space them evenly. Use all mounting holes and attachment points for attaching DMS enclosures and controller cabinets to the structures.

Drill holes for expansion anchors of the size recommended by the manufacturer of the anchors and thoroughly clean them of all debris.

Provide one key-operated, pin tumbler, dead bolt padlock, with brass or bronze shackle and case, conforming to Military Specification MIL P 17802E (Grade I, Class 2, Size 2,

Style A) for each electrical panel and switch on the project. Key all padlocks alike, and provide 10 keys to the Engineer.

Provide cabinets with all mounting plates, anchor bolts, and any other necessary mounting hardware in accordance with these Project Special Provisions and the project plans developed by the Design-Build Team.

Seal all unused conduit installed in cabinets at both ends to prevent water and dirt from entering the conduit and cabinet with approved sealing material.

Install a ground bushing attached inside the cabinet on all metal conduits entering the cabinet. Connect these ground bushings to the cabinet ground bus.

G. Work Site Clean-Up

Clean the site of all debris, excess excavation, waste packing material, wire, etc. Clean and clear the work site at the end of each workday. Do not throw waste material in storm drains or sewers.

III. NTCIP Requirements

This section defines the detailed NTCIP requirements for the DMSs covered by these Project Special Provisions and the project plans developed by the Design-Build Team.

References

This specification references several standards through their NTCIP designated names. The following list provides the full reference to the current version of each of these standards.

Implement the most recent version of the standard including any and all Approved or Recommended Amendments to these standards for each NTCIP Component covered by these project specifications.

Abbreviated Number	Full Number	Title
NTCIP 1101	NTCIP 1101:1997	<i>Simple Transportation Management Framework</i>
NTCIP 1201	NTCIP 1201:1997	<i>Global Object Definitions</i>
NTCIP 1203	NTCIP 1203:1997	<i>Object Definitions for Dynamic Message Signs</i>
NTCIP 2001	NTCIP 2001:1997	<i>Class B Profile</i>
NTCIP 2101	NTCIP 2101	<i>SP-PMPP/232 Subnet Profile for PMPP over RS-232</i>
NTCIP 2102	NTCIP 2102	<i>SP-PMPP/FSK Subnet Profile for PMPP over FSK Modem</i>
NTCIP 2103	NTCIP 2103	<i>SP-PPP/232 Subnetwork Profile for PPP over RS232 (Dial Up)</i>

NTCIP 2104	NTCIP 2104	<i>SP-Ethernet Subnet Profile for Ethernet</i>
NTCIP 2201	NTCIP 2201	<i>TP-Null Transport Profile</i>
NTCIP 2202	NTCIP 2202	<i>TP-Internet Internet Transport Profile (TCP/IP and UDP/IP)</i>
NTCIP 2301	NTCIP 2301	<i>AP-STMF AP for Simple Transportation Management Framework</i>

General Requirements

1. Subnet Level

Ensure each serial port on each NTCIP Component supports NTCIP 2103 over a dial-up connection with a contractor provided external modem with data rates of 28.8 kbps, 19.2 kbps, 14.4 kbps, 9600 bps, 4800 bps, 2400 bps, 1200 bps,

600 bps, and 300 bps. Enable the NTCIP Component to make outgoing and receive incoming calls as necessary and support the following modem command sets:

- Hayes AT - Command Set
- MNP5
- MNP10
- V.42bis

Ensure each serial port on each NTCIP Component supports NTCIP 2103 over a null-modem connection with data rates of 19.2 kbps, 14.4 kbps, 9600 bps,

4800 bps, 2400 bps, 1200 bps, 600 bps, and 300 bps.

Ensure each serial port on each NTCIP Component supports NTCIP 2101 with data rates of 9600 bps, 4800 bps, 2400 bps, 1200 bps, 600 bps, and 300 bps.

Ensure NTCIP components support NTCIP 2102 and NTCIP 2104.

NTCIP Components may support additional Subnet Profiles at the manufacturer's option. At any one time, make certain only one Subnet Profile is active on a given serial port of the NTCIP Component. Ensure the NTCIP Component can be configured to allow the field technician to activate the desired Subnet Profile and provide a visual indication of the currently selected Subnet Profile.

2. Transport Level

Ensure each NTCIP Component complies with NTCIP 2201 and 2202.

NTCIP Components may support additional Transport Profiles at the manufacturer's option. Ensure Response datagrams use the same Transport Profile used in the request. Ensure each NTCIP Component supports the receipt of datagrams conforming to any of the identified Transport Profiles at any time.

3. Application Level

Ensure each NTCIP Component complies with NTCIP 1101 and 2301 and meets the requirements for Conformance Level 1 (NOTE - See Amendment to standard).

Ensure each NTCIP Component supports SNMP traps. An NTCIP Component may support additional Application Profiles at the manufacturer's option. Ensure Responses use the same Application Profile used by the request. Ensure each NTCIP Component supports the receipt of Application data packets at any time allowed by the subject standards.

4. Information Level

Guarantee each NTCIP Component provides Full, Standardized Object Range Support of all objects required by these Special Provisions unless otherwise indicated below. Make certain the maximum Response Time for any object or group of objects is 200 milliseconds.

Design the DMS to support all mandatory objects of all mandatory Conformance Groups as defined in NTCIP 1201 and NTCIP 1203. Table 2 indicates the modified object requirements for these mandatory objects.

Table 2: Modified Object Ranges for Mandatory Objects

Object	Reference	Project Requirement
ModuleTableEntry	NTCIP 1201 Clause 2.2.3	Contains at least one row with moduleType equal to 3 (software). The moduleMake specifies the name of the manufacturer, the moduleModel specifies the manufacturer's name of the component and the modelVersion indicates the model version number of the component.
MaxGroupAddresses	NTCIP 1201 Clause 2.7.1	At least 1
CommunityNamesMax	NTCIP 1201 Clause 2.8.2	At least 3
DmsNumPermanentMsg	NTCIP 1203	At least 1*

	Clause 2.6.1.1.1.1	
DmsMaxChangeableMsg	NTCIP 1203 Clause 2.6.1.1.1.3	At least 21
DmsMaxChangeableMsg	NTCIP 1203 Clause 2.6.1.1.1.4	At least 20 when no messages are stored.
DmsMessageMultiString	NTCIP 1203 Clause 2.6.1.1.1.8.3	The DMS supports any valid MULTI string containing any subset of those MULTI tags listed in Table 4
DmsMessageMultiString	NTCIP 1203 Clause 2.7.1.1.1.1	Support at least the following modes: Local External central Central Override

*** Ensure the Permanent Messages display the content shown in Table 3.**

Ensure the sign blanks if a command to display a message contains an invalid Message CRC value for the desired message.

Table 3: Content of Permanent Messages

Permanent Message Number	Description
1	Permanent Message # 1 blanks the display (i.e. consists of an empty MULTI string). It has a run-time priority of one (1)

Table 4: Required MULTI Tags

Code	Feature
f1	field 1 - time (12hr)
f2	field 2 - time (24hr)
f8	field 8 – day of month
f9	field 9 – month
f10	field 10 – 2-digit year
f11	field 11 – 4-digit year
fl (and / fl)	flashing text on a line by line basis with flash rates controllable in 0.5 second increments.
fo	Font
jl2	Justification – line – left
jl3	Justification – line – center
jl4	Justification – line – right
jl5	Justification – line – full
jp2	Justification – page – top
jp3	Justification – page – middle

jp4	Justification – page – bottom
Mv	moving text
Nl	new line
Np	new page, up to 2 instances in a message (i.e., up to 3 pages/frames in a message counting first page)
Pt	page times controllable in 0.5 second increments.

The NTCIP Component implements all mandatory and optional objects of the following optional conformance groups with FSORS.

Test Heading

a. Time Management

As defined in NTCIP 1201

b. Timebase Event Schedule

As defined in NTCIP 1201. The following list indicates the modified object requirements for this conformance group.

Table 5: Modified Object Ranges for the Timebase Event Schedule Conformance Group

Object	Reference	Project Requirement
MaxTimeBaseScheduleEntries	NTCIP 1201 Clause 2.4.3.1	At least 28
maxDayPlans	NTCIP 1201 Clause 2.4.4.1	At least 14
maxDayPlanEvents	NTCIP 1201 Clause 2.4.4.2	At least 10

c. Report

As defined in NTCIP 1201. The following list indicates the modified object requirements for this conformance group.

Table 6: Modified Object Ranges for the Report Conformance Group

Object	Reference	Project Requirement
maxEventLogConfigs	NTCIP 1201 Clause 2.5.1	At least 50
eventConfigurationMode	NTCIP 1201 Clause 2.4.3.1	The NTCIP Component supports the following Event Configuration Modes: onChange greaterThanValue smallerThanValue

MaxEventLogSize	NTCIP 1201 Clause 2.5.3	At least 200
MaxEventClasses	NTCIP 1201 Clause 2.5.5	At least 16

d. PMPP

e. Font Configuration

As defined in NTCIP 1203. The following list indicates the modified object requirements for this conformance group.

Table 7: Modified Object Ranges for the Font Configuration Conformance Group

Object	Reference	Project Requirement
NumFonts	NTCIP 1203 Clause 2.4.1.1.1.1	At least 4*
MaxFontCharacters	NTCIP 1203 Clause 2.4.1.1.1.3	At least 127**

*Upon delivery, the first font is a standard 18” font. The second font is a double-stroke 18” font. The third font is a 28” font. The fourth font is empty.

**Upon delivery, the first three font sets are configured in accordance with the ASCII character set for the following characters:

- “A” through “Z”- All upper-case letters.
- “0” through “9”- All decimal digits.
- Space (i.e., ASCII code 0x20).
- Punctuation marks shown in brackets [. , ! ? - ‘ ’ “ ” / ()]
- Special characters shown in brackets [# & * + < >]

f. DMS Configuration

As defined in NTCIP 1203.

g. MULTI Configuration

As defined in NTCIP 1203. The following list indicates the modified object requirements for this conformance group.

Table 8: Modified Object Ranges for the MULTI Configuration Conformance Group

Object	Reference	Project Requirement
DefaultBackgroundColor	NTCIP 1203 Clause 2.5.1.1.1.1	The DMS supports the following background colors: black
DefaultForegroundColor	NTCIP 1203 Clause 2.5.1.1.1.2	The DMS supports the following foreground colors: amber
DefaultJustificationLine	NTCIP 1203 Clause 2.5.1.1.1.6	The DMS supports the following forms of line justification: left center right full
defaultJustificationPage	NTCIP 1203 Clause 2.5.1.1.1.7	The DMS supports the following forms of page justification: top middle bottom
defaultPageOnTime	NTCIP 1203 Clause 2.5.1.1.1.8	The DMS supports the full range of these objects with step sizes no larger than 0.5 seconds
defaultPageOffTime	NTCIP 1203 Clause 2.5.1.1.1.9	The DMS supports the full range of these objects with step sizes no larger than 0.5 seconds
defaultCharacterSet	NTCIP 1203 Clause 2.5.1.1.1.10	The DMS supports the following character sets: eightBit

- h. Default Message Control** as defined in NTCIP 1203
- i. Pixel Service Control** as defined in NTCIP 1203
- j. MULTI Error Control** as defined in NTCIP 1203

k. Illumination / Brightness Control

As defined in NTCIP 1203. The following list indicates the modified object requirements for this conformance group.

Table 9: Modified Object Ranges for the Illumination/Brightness Control Conformance Group

Object	Reference	Project Requirement
dmsIllumControl	NTCIP 1203 Clause 2.8.1.1.1.1	The DMS supports the following illumination control modes: photocell timer manual
dmsIllumNumBrightLevels	NTCIP 1203 Clause 2.8.1.1.1.4	At least 16

l. Auxiliary I/O

m. Scheduling

As defined in NTCIP 1203. The following list indicates the modified object requirements for this conformance group.

Table 10: Modified Object Ranges for the Scheduling Conformance Group

Object	Reference	Project Requirement
NumActionTableEntries	NTCIP 1203 Clause 2.9.1.1.1.1	At least 21

- n. Sign Status** as defined in NTCIP 1203
- o. Status Error** as defined in NTCIP 1203
- p. Pixel Error Status** as defined in NTCIP 1203
- q. Fan Error Status** as defined in NTCIP 1203
- r. Power Status** as defined in NTCIP 1203
- s. Temperature Status** as defined in NTCIP 1203

Install necessary hardware for the support of items q, r and s above.

Table 11: Some Optional Object Requirements

Object	Reference	Project Requirement
DefaultFlashOn	NTCIP 1203 Clause 2.5.1.1.1.3	The DMS supports the full range of these objects with step sizes no larger than 0.5 seconds
DefaultFlashOff	NTCIP 1203 Clause 2.5.1.1.1.4	The DMS supports the full range of these objects with step sizes no larger than 0.5 seconds
DmsMultiOtherErrorDescription	NTCIP 1203 Clause 2.7.1.1.1.20	If the vendor implements any vendor-specific MULTI tags, the DMS shall provide meaningful error messages within this object whenever one of these tags generates an error.

5. Documentation

Supply software with full documentation, including a CD-ROM containing ASCII versions of the following Management Information Base (MIB) files in Abstract Syntax Notation 1 (ASN.1) format:

- The relevant version of each official standard MIB Module referenced by the device functionality.
- If the device does not support the full range of any given object within a Standard MIB Module, a manufacturer specific version of the official Standard MIB Module with the supported range indicated in ASN.1 format in the SYNTAX and / or DESCRIPTION fields of the associated OBJECT TYPE macro. Name this file identical to the standard MIB Module, except that it will have the extension ".man".
- A MIB Module in ASN.1 format containing any and all manufacturer-specific objects supported by the device with accurate and meaningful DESCRIPTION fields and supported ranges indicated in the SYNTAX field of the OBJECT-TYPE macros.
- A MIB containing any other objects supported by the device.

Allow the use of any and all of this documentation by any party authorized by the Department for systems integration purposes at any time initially or in the future, regardless of what parties are involved in the systems integration effort.

NTCIP Acceptance Testing

Test the NTCIP requirements outlined above by a third-party testing firm. Submit to the Engineer for approval a portfolio of the selected firm. Include the name, address, and a history of the selected firm in performing NTCIP testing along with references. Also, provide a contact person's name and phone number. Submit detailed NTCIP testing plans and procedures, including a list of hardware and software, to the Engineer for review and approval 10 days in advance of a scheduled testing date. Develop test documents based on the NTCIP requirements of these Project Special Provisions. The acceptance test shall use the NTCIP Exerciser, and / or other authorized testing tools and shall follow the guidelines established in the ENTERPRISE Test Procedures. Conduct the test in North Carolina on the installed system in the presence of the Engineer. Document and certify the results of the test by the firm conducting the test and submit to the Engineer for review and approval. In case of failures, remedy the problem and have the firm retest in North Carolina. Continue process until all failures are resolved. The Department reserves the right to enhance these tests as deemed appropriate to ensure device compliance.

IV. DMS Testing Requirements

General Test Procedure

Test the DMS system in a series of design approval and functional tests. The results of each test must meet the specified requirements. These tests shall not damage the equipment. The Engineer will reject equipment that fails to fulfill the requirements of any test. Resubmit rejected equipment after correcting non-conformities and re-testing; completely document all diagnoses and corrective actions. Modify all equipment furnished under this contract, without additional cost to the North Carolina Department of Transportation, to incorporate all design changes necessary to pass the required tests.

Provide four copies of all test procedures and requirements to the Engineer for review and approval at least 30 days prior to the testing start date.

Only use approved procedures for the tests. Include the following in the test procedures:

- A step by step outline of the test sequence, showing a test of every function of the equipment or system tested
- A description of the expected nominal operation, output, and test results, and the pass / fail criteria
- An estimate of the test duration and a proposed test schedule
- A data form to record all data and quantitative results obtained during the test.
- A description of any special equipment, setup, manpower, or conditions required by the test

Provide all necessary test equipment and technical support. Use test equipment calibrated to National Institute of Standards and Technology (NIST) standards. Provide calibration documentation upon request.

Conform to these testing requirements and the requirements of these specifications. The Engineer will reject all equipment not tested according to these requirements. It shall be the Design-Build Team's responsibility to ensure the DMS system functions properly even after the Engineer accepts the DMS test results.

Provide 4 copies of the quantitative test results and data forms containing all data taken, highlighting any non-conforming results and remedies taken, to the Engineer for approval. An authorized representative of the manufacturer must sign the test results and data forms.

Design Approval Tests

Design Approval Tests are applicable to DMS systems not currently on the QPL.

The Design Approval Tests consists of all tests described in Section 2.2 "DMS Equipment Tests" of NEMA TS 4-2005 (Hardware Standards for Dynamic Message Signs with NTCIP Requirements). Perform all tests and submit certified results for review and approval.

PROTOTYPE – Manufacture a prototype Dynamic Message Sign and controller of the type and size described in the project special provisions. In the Engineer's presence, test the prototype according to the Design Approval and Operational Tests. When all corrections and changes (if any) have been made, the Department may accept the prototype DMS and controller as the physical and functional standard for the system furnished under this contract. The Design-Build Team may use the prototype units on this project if, after inspection and rework (if necessary), they meet all physical and functional specifications. In the case of standard product line equipment, if the Design-Build Team can provide test results certified by an independent testing facility as evidence of prior completion of successful design approval tests, then the Engineer may choose to waive these tests.

In each Design Approval Test, successfully perform the Functional Tests described below. Apply the extreme conditions to all associated equipment unless stated otherwise in these Project Special Provisions (PSP).

Operational Field Test (On-Site Commissioning)

Conduct an Operational Field Test of the DMS system installed on the project to exercise the normal operational functions of the equipment. The Operational Field Test shall consist of the following tests as a minimum:

A. Physical Examination

Examine each piece of equipment to verify that the materials, design, construction, markings, and workmanship comply with the mechanical, dimensional, and assembly requirements of these Project Special Provisions.

Perform the following tests as a minimum:

- Verify that all surfaces are free of dents, scratches, weld burns, or abrasions. Round sharp edges and corners.
- Verify bend radius of cables is not excessive or could potentially cause damage.
- Verify all modules, lamps, and components are properly secured.
- Verify that there are no exposed live terminals.

B. Continuity Tests

Check the wiring to assure it conforms to the requirements of the appropriate paragraphs of this Special Provision.

C. Functional Tests

Perform the following functional tests:

- Start-up and operate the DMS locally using a laptop computer.
- Use automatic (photo-electric sensor controlled), DMS Control Software to switch between “dim”, “normal”, and “bright” light levels.
- Operation of the DMS with all display elements flashing continuously for 10 minutes at the maximum flash rate.
- Exercise the DMS by displaying static messages, flashing messages, and alternating static and flashing message sequences.
- Automatically poll the DMS by the Control Software at various intervals and verify the data received by Control Software from DMS.
- Download and edit messages using Control Software.
- Execute status request on the DMS controller.
- Observe normal operations during uploading and downloading.
- Input and select messages from the sign controller’s local user interface.
- Test sequence activation at chosen intervals.
- Display and verify all stored messages.
- Verify resumption of standard operation upon interruption of electrical power.
- Demonstrate detected failures and response functions.
- Demonstrate proper operation of the Failure Log.
- Set controller clock using the Control Software.
- Execute system shutdown using the Control Software and local user interface.
- Verify detection of a power failure in the DMS enclosure and the report feature of the failure to the Control Software.

Approval of Operational Field Test results does not relieve the Design-Build Team to conform to the requirements in these Project Special Provisions. If the DMS system does not pass these tests, document a correction or substitute a new unit as approved by the Engineer. Re-test the system until it passes all requirements.

30-Day Observation Period

The 30-Day Observation Period shall be part of work to be completed by the project completion date.

Upon successful completion of all project work, the component tests, the System Test, and the correction of all deficiencies, including minor construction items, the 30-day Observation Period may commence. This observation consists of a 30-day period of normal, day-to-day operations of the new field equipment in operation with the new central equipment without any failures. The purpose of this period is to ensure that all components of the system function in accordance with the project plans developed by the Design-Build Team and these Project Special Provisions.

Respond to system and / or component failures (or reported failures) that occur during the 30-day Observation Period within twenty-four (24) hours. Correct said failures within forty-eight (48) hours. Any failure that affects a major system component as defined below for more than forty-eight (48) hours shall suspend the timing of the 30-day Observation Period beginning at the time when the failure occurred. After the cause of such failures has been corrected, timing of the 30-day Observation Period will resume. System or component failures that necessitate a redesign of any component or failure in any of the major system components exceeding a total of three (3) occurrences shall terminate the 30-day Observation Period and cause the 30-day Observation Period to be restarted from day zero when the redesigned components have been installed and / or the failures corrected. The major system components are:

- DMS Field Controller
- DMS Display Module
- DMS Workstation software

V. DMS Structure

Description

This section includes all design, fabrication, furnishing, and erection of the DMS structures, platforms, walkways, and ladders for access to the DMS inspection doors, and attachment of the DMS enclosures to the structures in accordance with the requirements of these Project Special Provisions and the project plans developed by the Design-Build Team. Fabricate the supporting DMS assemblies from tubular steel. Furnish pedestal type or overhead type DMS assemblies as shown in the project plans developed by the Design-Build Team and as approved by the Engineer.

Cantilevered and Monotube (horizontal truss) DMS structures will not be allowed.

Provide pedestal DMS structures with a minimum of 25 feet clearance from the high point of the road to the bottom of the DMS enclosure.

Provide full-span overhead DMS structures with a minimum of 20 feet clearance from the high point of the road to the bottom of the DMS enclosure.

Design the DMS assemblies (including footings), DMS mounting assemblies, maintenance platforms, and access ladders and submit shop drawings to the Engineer for approval. A Professional Engineer that is registered in the state of North Carolina will prepare such computations and drawings. These must bear his signature, seal, and date of acceptance.

The provisions of Section 900 of the NCDOT 2018 Standard Specifications for Roads and Structures apply to all work covered by this section.

The Design-Build Team shall furnish DMS S-dimension drawings for each proposed DMS to the Engineer for approval.

Material

Use materials that meet the following requirements of the NCDOT 2018 *Standard Specifications for Roads and Structures*:

Structural Steel	Section 1072
Overhead Structures	Section 1096
Signing Materials	Section 1092
Organic-Zinc Repair Paint	Article 1080 9
Reinforcing Steel	Sub-article 1070
Direct Tension Indicators	Sections 440 and 1072

Construction Methods

A. General

Fabricate the new DMS assemblies, maintenance platforms, attachment hardware, and access ladders in accordance with the details shown in the approved shop drawings prepared by the Design-Build Team and the requirements of these Project Special Provisions.

No welding, cutting, or drilling in any manner will be permitted in the field, unless approved by the Engineer.

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

Erect the DMS in accordance with the requirements indicated on the project plans developed by the Design-Build Team and in these Project Special Provisions. Field drill two holes per connection in the Z bars for attaching the DMS to the structure. Use two bolts at each connection. Provide two (2) U-bolts at each U-bolt connections such as 1) each truss chord to sign hanger, or 2) each truss chord to platform support. Provide two (2) U-bolts at each U-bolt connection where ends of truss chords are supported. Minimum diameter of all U-bolts shall be ½ inch.

Use two coats of a zinc rich paint to touch up minor scars on all galvanized materials (Refer to Section 1076-6 of the 2018 *Standard Specifications for Roads and Structures*).

For high strength bolted connections, provide direct tension indicator washers.

B. Shop Drawings

Submit to the Engineer for approval a complete design for the DMS assemblies (including footings), maintenance platforms, access ladders, DMS assembly hardware, brackets for supporting the DMS and maintenance platforms. Base the design on the line drawings and correct wind speed in accordance with the latest edition of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6th Edition, 2013, including the latest Interim specifications and the latest interim revisions.

The manufacturer of the DMS assembly must ensure that design of the assembly is compatible with the DMSs for mounting and attachment.

Submit six copies of completely detailed shop drawings and one copy of the design computations for the DMS assembly to the Engineer for approval prior to fabrication. Show in the shop drawings complete design and fabrication details including foundations, provisions for attaching the DMS, maintenance platform and access ladders to supporting structures, applicable material specifications, and any other information necessary for procuring and replacing any part of the complete DMS assembly.

Allow a minimum of 15 working days for shop drawing approval after the Engineer receives them. If revised drawings are necessary, allow an additional 15 working days for review and approval of final shop drawings.

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

C. Design and Fabrication

For additional design and fabrication requirements, reference the Overhead Sign Supports Project Special Provision found elsewhere in this RFP.

1. Dynamic Message Sign Assemblies

Fabricate the supporting structures using tubular members of either aluminum or steel, using only one type of material throughout the project.

Horizontal components of the supporting structures for overhead DMS shall be of a truss design to support the DMS. Truss centerline shall coincide with the centerline of the DMS design area shown on the structure line drawing developed

by the Design-Build Team. Provide permanent camber in addition to dead load camber in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6th Edition, 2013, including the latest interim specifications and the latest interim revisions. Indicate on the shop drawings the amount of camber provided and the method employed in the fabrication of the support to obtain the camber.

For all U-bolt connections of hanger beams to overhead assembly truss chords, provide U-bolts with a flat washer, a lock washer and double nuts at each end of the U-bolts. All double nuts that are on any U-bolt shall be the same thickness and weight. When assembled, the double nuts shall be brought tight against each other by the use of two wrenches.

Fabricate the attachment assembly for mounting DMS in a manner that will ensure easy removal the DMS.

2. DMS Maintenance Platform (Walkway)

Provide a maintenance platform, a minimum of three feet wide with open skid resistant surface and safety railing on the DMS assemblies for access to the DMS inspection door. Provide platforms with fixed safety railings along both sides from the beginning of the platform to the inspection door.

Ensure the design, fabrication and installation of the access platforms on new DMS structures complies with the following:

1. The top of the platform grading surface is vertically aligned with the bottom of the DMS door. Ensure the platform extends from the DMS enclosure to the access ladder.
2. The DMS door will open 90-degrees from its closed position without any obstruction from the platform or safety handrails.
3. The platform is rigidly and directly connected to the walkway brackets and there is no uneven surface between sections.
4. Install a 4" x 4" safety angle parallel to and along both sides of the platform and extend it the entire length of the platform. Design the safety angle to withstand loading equivalent to the platform.
5. Ensure the platform design allows full access to the DMS enclosure inspection door with no interference or obstructions.

3. DMS Access Ladder

Provide a fixed ladder, of the same material as the DMS structures, leading to and ending at the access platform. Equip the ladder with a security cover (ladder guard) and lock to prohibit access by unauthorized persons. Furnish locks to operate with a Corbin #2 key and furnish two keys per lock. Design the rungs on 12-inch center to center typical spacing. The first ladder rung shall be no more than 18 inches above the landing pad. Attach the security cover approximately 6 feet above the concrete landing. Design the ladder and security cover as a permanent part of the DMS assembly and include complete design details in the DMS assembly shop drawings. Fabricate the ladder and cover to meet all OSHA requirements and applicable state and local codes, including but not limited to providing a ladder cage.

Furnish and install a level concrete pad a minimum of 4 inches deep, 24 inches wide, and 36 inches long to serve as a landing pad for accessing the ladder. Design the landing pad to be directly below the bottom rung. Access to the ladder shall not be obstructed by the DMS foundation. Provide pre-formed or cast-in place concrete pads.

HIGH DEFINITION CCTV METAL POLE WITH CCTV LOWERING SYSTEM AND FIELD EQUIPMENT

(3-12-19)

DB 08-04a

1. HIGH DEFINITION CCTV DESCRIPTION

The Design-Build Team shall provide and install High Definition (1080p) CCTV field equipment described in these Project Special Provisions. Ensure equipment is fully compatible with all features of the existing VideoPro video management software currently in use by NCDOT in this Region.

Obtain approval of the camera locations and orientation from the Engineer prior to installing the CCTV camera assemblies.

1.2 MATERIAL

General

The Design-Build Team shall provide and install new CCTV camera assemblies at the locations approved by the Engineer that consist of the following:

1. Dome CCTV camera that contains in a single enclosed unit the following:
 - a. CCTV color digital signal processing camera unit with zoom lens, filter, control circuit, and accessories
 - b. Motorized pan, tilt, and zoom
 - c. Pole-mount camera attachment assembly.
 - d. All necessary cable, connectors and incidental hardware to make a complete and operable system
2. Lightning arrestors installed in-line between the CCTV camera and the equipment cabinet components.
3. A NEMA Type 4 enclosure constructed of aluminum with a clear acrylic dome or approved equal camera unit housing.

Camera and Lens

The Design-Build Team shall provide new ¼-inch charged-coupled device (CCD) color day / night cameras. The Design-Build Team shall provide cameras with automatic gain control (AGC) for clear images in varying light levels. The camera shall meet the following minimum requirements:

- Video signal format: NTSC compatible resolution, user selectable up to a maximum of 1920 x 1080 (1080p),
- Image sensor resolution: 768 horizontal pixels by 752 vertical pixels,
- Automatic gain control (AGC): 0-20 dB, peak-average adjustable,
- White balance: Automatic through the lens with manual override,
- Electronic-shutter: Dip-switch selectable NTSC electronic shutter with speed range from 1/2 of a second (off) to 1/30,000 of a second (NTSC),
- Overexposure protection: Built-in circuitry or a protection device to prevent any damage to the camera when pointed at strong light sources, including the sun,
- Gain control: Automatic and manual,
- Sensitivity: 1.5 lux at 90% scene reflectance,
- Sync system: Internal AC line lock, phase adjustable using remote control, V-sync,

- Signal to noise ratio: Greater than 50 dB,
- Video output connection: 1-volt peak to peak, 75 ohms terminated, BNC connector, and
- Primary voltage: 120 VAC,
- Camera voltage: 24 VAC or 24 VDC, and
- Camera power: 73 VA with heater at 24 VAC or 3A at 24 VDC.

Zoom Lens

The Design-Build Team shall provide each camera with a motorized zoom lens with automatic iris control with manual override and neutral density spot filter. The Design-Build Team shall provide lenses that meet the following optical specifications:

- Automatic focus: Automatic with manual override,
- Horizontal angle of view: 55.4 degrees at 3.6 mm wide zoom and 2.9 degrees at 82 mm telephoto zoom,
- Focal length: 3.6 mm to 124 mm, 30X optical zoom, 12X electronic zoom,
- Zoom Speed: 2.9, 4.2 and 5.8 seconds,
- Lens aperture: Minimum of f/1.6,
- Maximum Sensitivity at 30 IRE: .07 lux at 1/2 second color, .2 lux at 1/60 second black and white, .015 lux at 1/2 sec. black and white,
- Preset positioning: Minimum of 128 presets.

The lens shall be capable of both automatic and remote manual control iris and focus override operation. The lens shall be equipped for remote control of zoom and focus, including automatic movement to any of the preset zoom and focus positions. The Design-Build Team shall provide mechanical or electrical means to protect the motors from overrunning in extreme positions. The operating voltages of the lens shall be compatible with the outputs of the camera control.

Camera Housing

Furnish new dome style enclosures for the CCTV assemblies. Equip each housing with a mounting assembly for attachment to the CCTV lowering system. The enclosures must be equipped with a sunshield and be fabricated from corrosion resistant aluminum and finished in a neutral color of weather resistant enamel. The enclosure must meet or exceed NEMA 4X and IP66 ratings. The viewing area of the enclosure must be tempered glass.

Pan and Tilt Unit

Equip each new dome style assembly with a pan and tilt unit. The pan and tilt unit shall be integral to dome system. The pan and tilt unit shall be rated for outdoor operation, provide dynamic braking for instantaneous stopping, prevent drift, and have minimum backlash. The dome shall have an auto flip dome rotation to rotate and reposition camera for viewing objects passing below camera. The Design-Build Team shall provide electronic image stabilization. The pan and tilt units shall meet or exceed the following specifications:

- Pan: Continuous 360 degrees
- Tilt: +2 to -92 degrees minimum
- Presets: Minimum of 128 presets
- Preset accuracy: .1 degree
- Preset pan speed: .1 degrees / second to 200 degrees/second
- Preset tilt speed: .1 degrees / second to 400 degrees/second
- Privacy zones: Minimum of eight user configurable shapes
- Input voltage: 24 VDC or 24 VAC
- Motors: Two-phase induction type, continuous duty, instantaneous reversing
- Preset Positioning: 64 PTZ presets per camera

Control Receiver / Driver

The Design-Build Team shall provide each new camera unit with a control receiver / driver that is integral to the CCTV dome assembly. The control receiver / driver will receive serial asynchronous data initiated from a camera control unit, decode the command data, perform error checking, and drive the pan / tilt unit, camera controls, and motorized lens. As a minimum, the control receiver/drivers shall provide the following functions:

- Zoom in / out
- Automatic focus with manual override
- Tilt up / down
- Automatic iris with manual override
- Pan right / left
- Minimum 64 preset positions for pan, tilt, and zoom

In addition, each control receiver/driver shall accept status information from the pan / tilt unit and motorized lens for preset positioning of those components. The control receiver / driver will relay pan, tilt, zoom, and focus positions from the field to the remote camera control unit. The control receiver / driver shall accept “goto” preset commands from the camera control unit, decode the command data, perform error checking, and drive the pan/tilt and motorized zoom lens to the correct preset position. The preset commands from the camera control unit will consist of unique values for the desired pan, tilt, zoom, and focus positions.

Surge Suppression

Protect all equipment with metal oxide varistors connecting each power conductor to ground.

Protect coaxial cable from each camera by a surge protector at each end of the cable.

1.3 CONSTRUCTION METHODS

General

Mount CCTV camera units 5' from the top of the pole or as directed by the Engineer. Position the camera to enable viewing traffic in all directions and as approved by the Engineer.

Mount CCTV cameras on the side of poles nearest intended field of view. Avoid occluding the view with the pole.

Electrical and Mechanical Requirements

Ground all equipment as called for in the Standard Specifications, these Special Provisions, and the plans developed by the Design-Build Team.

Install surge protectors on all ungrounded conductors entering the CCTV enclosure. House the protectors in a small, ventilated weatherproof cabinet attached near the CCTV attachment point in a manner approved by the Engineer.

2. CCTV EQUIPMENT CABINET DESCRIPTION

The Design-Build Team shall provide 336 pole mounted cabinets to house CCTV control and communications equipment. The cabinets shall consist of a cabinet housing, 19-inch EIA mounting cage, and power distribution assembly (PDA #3 as described in the CALTRANS TSCES).

The cabinet housing shall conform to sections 6.2.2 (Housing Construction), 6.2.3 (Door Latches and Locks), 6.2.4 (Housing Ventilation), and 6.2.5 (Hinges and Door Catches) of the CALTRANS TSCES. Do not equip the cabinet housings with a police panel.

The cabinet cage shall conform to section 6.3 of the CALTRANS TSCES.

Terminal blocks on the PDA #3 Assembly have internal wiring for the Model 200 switch pack sockets. Do not use terminal blocks on PDA #3 as power terminals for cabinet devices. Do not furnish cabinet with "Input Panels" described in section 6.4.7.1 of the TSCES. Do furnish cabinet with "Service Panels" as described in section 6.4.7.1 of the TSCES and as depicted on drawing TSCES-9 in the TSCES. Use service panel #2.

The Design-Build Team shall provide terminal blocks for power for cabinet CCTV and communications devices as needed to accommodate the number of devices in the cabinet.

Do not furnish cabinets with C1, C5, or C6 harness, input file, output file, monitor units, model 208 unit, model 430 unit, or switch packs.

The Design-Build Team shall provide all conduits, shelving, mounting adapters, and other equipment as necessary to route cabling, mount equipment, and terminate conduit in equipment cabinet.

2.2 MATERIAL

Shelf Drawer

The Design-Build Team shall provide a pull out, hinged-top drawer, having sliding tracks, with lockout and quick disconnect feature in the equipment cabinet. The Design-Build Team shall provide a pullout drawer that extends a minimum of 14 inches that is capable of being lifted to gain access to the interior of the drawer. Minimum interior dimensions of the drawer are to be one inch high, 13 inches deep, and 16 inches wide. The Design-Build Team shall provide drawers capable of supporting a 40-pound device or component when fully extended.

Cabinet Light

Each cabinet shall include two (2) fluorescent lighting fixtures (one front, one back) mounted horizontally inside the top portion of the cabinet. The fixtures shall include a cool white lamp, and shall be operated by normal power factor UL-listed ballast. A door-actuated switch shall be installed to turn on the applicable cabinet light when the front door or back door is opened. The lights shall be mounted not to interfere with the upper door stay.

Surge Protection for System Equipment

Each cabinet shall be provided with devices to protect the CCTV and communications equipment from electrical surges and over voltages as described below.

Main AC Power Input

Each cabinet shall be provided with a hybrid-type, power line surge protection device mounted inside the power distribution assembly. The protector shall be installed between the applied line voltage and earth ground. The surge protector shall be capable of reducing the effect of lighting transient voltages applied to the AC line. The protector shall be mounted inside the Power Distribution Assembly housing facing the rear of the cabinet. The protector shall include the following features and functions:

- Maximum AC line voltage: 140 VAC.
- Twenty pulses of peak current, each of which shall rise in 8 microseconds and fall in 20 microseconds to ½ the peak: 20000 Amperes.
- The protector shall be provided with the following terminals:
 - Main Line (AC Line first stage terminal).
 - Main Neutral (AC Neutral input terminal).
 - Equipment Line Out (AC line second state output terminal, 19 amps).
 - Equipment Neutral Out (Neutral terminal to protected equipment).
 - GND (Earth connection).
- The Main AC line in and the Equipment Line out terminals shall be separated by a 200 Microhenry (minimum) inductor rated to handle 10 AMP AC Service.
- The first stage clamp shall be between Main Line and Ground terminals.
- The second stage clamp shall be between Equipment Line Out and Equipment Neutral.

- The protector for the first and second stage clamp shall have an MOV or similar solid state device rated at 20 KA and shall be of a completely solid state design (i.e., no gas discharge tubes allowed).
- The Main Neutral and Equipment Neutral Out shall be connected together internally and shall have an MOV similar solid state device or gas discharge tube rated at 20 KA between Main Neutral and Ground terminals.
- Peak Clamp Voltage: 350 volts at 20 KA. (Voltage measured between Equipment Line Out and Equipment Neutral Out terminals. Current applied between Main Line and Ground Terminals with Ground and Main Neutral terminals externally tied together).
- Voltage shall never exceed 350 volts.
- The Protector shall be epoxy-encapsulated in a flame-retardant material.
- Continuous service current: 10 Amps at 120 VAC RMS.
- The Equipment Line Out shall provide power to cabinet CCTV and communications equipment and to the 24V power supply.

Ground Bus

The Design-Build Team shall provide a neutral bus that is not connected to the earth ground or the logic ground anywhere within the cabinet. Ensure that the earth ground bus and the neutral ground bus each have ten compression type terminals, each of which can accommodate wires ranging from number 14 through number 4 AWG.

Uninterruptible Power Supply (UPS)

The Design-Build Team shall provide and install one rack mounted UPS in each new cabinet that meet the following minimum specifications:

Output

Output Power Capacity	480 Watts / 750 VA
Max Configurable Power	480 Watts / 750 VA
Nominal Output Voltage	120V
Output Voltage Distortion	Less than 5% at full load
Output Frequency (sync to mains)	57 - 63 Hz for 60 Hz nominal
Crest Factor	up to 5:1
Waveform Type	Sine wave
Output Connections	(4) NEMA 5-15R

Input

Nominal Input Voltage	120V
Input Frequency	50 / 60 Hz +/- 3 Hz (auto sensing)
Input Connections	NEMA 5-15P
Cord Length	6 feet
Input voltage range for main operations	82 - 144V
Input voltage adjustable range for mains operation	75 -154 V

Battery Type

Maintenance-free sealed Lead-Acid battery with suspended electrolyte, leak-proof.

Typical recharge time 2 hours

Communications & Management

Interface Port(s) DB-9 RS-232, USB
Control panel LED status display with load and battery bar-graphs

Surge Protection and Filtering

Surge energy rating 480 Joules

Environmental

Operating Environment 32 - 104° F
Operating Relative Humidity 0 - 95%
Storage Temperature 5 - 113° F
Storage Relative Humidity 0 - 95%

Conformance

Regulatory Approvals FCC Part 15 Class A,
UL 1778

2.3 CONSTRUCTION METHODS

For each equipment cabinet installation, use stainless steel banding or other method approved by the Engineer to fasten cabinet to pole. Install equipment cabinets so that the height to the middle of the enclosure is four feet from ground level. No risers shall enter the top or sides of the equipment cabinet.

Install all conduits, condulets, and attachments to equipment cabinets in a manner that preserves the minimum bending radius of cables and creates water proof connections and seals.

Install a UPS in each cabinet and power all CCTV cameras from the UPS.

Install a level concrete technician pad measuring a minimum four inches thick, 24 inches wide and 36 inches long at the front door of the CCTV equipment cabinet.

3. CCTV METAL POLES

3.1 Description

A. CCTV Metal Poles

The Design-Build Team shall provide and install CCTV metal poles, grounding systems, and all necessary hardware. The work covered by this special provision includes requirements for the design, fabrication, and installation of custom designed CCTV metal poles and associated foundations.

The Design-Build Team shall provide designs of completed assemblies with hardware that equals or exceeds AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6th Edition, 2013, including the latest interim specifications and latest interim revisions. The Design-Build Team shall provide assemblies with a round or near-round (18 sides or more) cross-section, or a multi sided cross section with no less than six sides. The sides may be straight, convex, or concave.

B. Drilled Pier Foundations

Design, furnish and install foundations for CCTV metal poles with all necessary hardware in accordance with the plans and specifications.

Design all CCTV pole foundations using actual soil conditions at each pole location. Perform soil test in accordance with sub-section (1) Soil Test of this special provision.

Any additional costs associated with a non-standard site-specific foundation including additional materials, labor and equipment will be considered incidental to the lump sum bid for the entire project. All costs for the non-standard foundation design will also be considered incidental to lump sum bid for the entire project.

Analysis procedures and formulas shall be based on AASHTO, ACI code and per FHWA manuals. Design methods based on engineering publications or research papers needs to have prior approval from NCDOT. The Department reserves the right to accept or disapprove any method used for the analysis.

Use a Factor of Safety of 1.33 for torsion and 2.0 for bending for the foundation design.

Foundation design for lateral load shall not exceed 1" lateral deflection at top of foundation.

Design all custom foundations to carry the maximum capacity of each metal pole.

When poor soil conditions are encountered which could create an excessively large foundation design, consideration may be given to allowing an exemption to the maximum capacity design. The Design-Build Team shall gain approval from the engineer before reducing a foundation's capacity. On projects where poor soil is known to be present, it is advisable that the Design-Build Team consider getting foundations approved before releasing poles for fabrication.

Soil Test

(a) General

Drilled piers are reinforced concrete sections, cast in place against in situ, undisturbed material. Drilled piers are of straight shaft type and vertical.

Some standard drilled piers for supporting poles with mast arms may require wing walls to resist torsional rotation. Based upon this provision and the results of the required soil test, a drilled pier length and wing wall requirement may be determined and constructed in accordance with the plans developed by the Design-Build Team.

For non-standard site-specific poles, the Design-Build Team-selected pole fabricator will determine if the addition of wing walls is necessary for the supporting foundations.

(b) Soil Test Procedure

Perform a soil test at each proposed metal pole location. Complete all required fill placement and excavation at each signal pole location to finished grade before drilling each boring. Soil tests performed that are not in compliance with this requirement may be rejected and will not be paid. Drill one boring to a depth of 26 feet within a 25-foot radius of each proposed foundation.

Perform standard penetration tests (SPT) in accordance with ASTM D 1586 at depths of 1, 2.5, 5, 7.5, 10, 15, 20 and 26 feet. Discontinue the boring if one of the following occurs:

A total of 100 blows have been applied in any 2 consecutive 6-inch intervals,

A total of 50 blows have been applied with < 3-inch penetration.

Describe each CCTV pole location along the project corridor in a manner that is easily discernible to both the Design-Build Team's designer and NCDOT reviewers. If a CCTV pole is at an intersection, label the boring the "Intersection of (*Route or SR #*), (*Street Name*) and (*Route or SR #*), (*Street Name*), _____ County, Signal Inventory No. _____". Label borings with "B- *N, S, E, W, NE, NW, SE or SW*" corresponding to the quadrant location within the intersection.

If the CCTV pole location is located between intersections, The Design-Build Team shall provide a coordinate location and offset, or milepost number and offset. Pole numbers should be made available to the geotechnical drilling Contractor. Include pole numbers in the boring label if they are available. If they are not available, ensure the boring labels can be cross-referenced to corresponding pole numbers or pole locations. For each boring, submit a legible (hand written or typed) boring log signed and sealed by a licensed Geologist or Professional Engineer registered in North Carolina. Include on each boring the SPT blow counts and N-values at each depth, depth of the boring, and a general description of the soil types encountered.

Borings that can't be easily related to their specific pole location will be returned to the Design-Build Team for clarification, or if approved by the engineer, the foundation may be designed using the worst-case soil condition obtained as part of this project.

Standard Foundation Determination

Use the following method for determining the Design N-value:

$$N_{AVG} = \frac{(N@1' + N@2.5' + \dots + N@Deepest \text{ Boring Depth})}{\text{Total Number of N-values}}$$

$$Y = (N@1')^2 + (N@2.5')^2 + \dots + (N@Deepest \text{ Boring Depth})^2$$

$$Z = (N@1' + N@2.5' + \dots + N@Deepest \text{ Boring Depth})$$

$$N_{STD \text{ DEV}} = \left(\frac{(\text{Total Number of N-values} \times Y) - Z^2}{(\text{Total Number of N-values}) \times (\text{Total Number of N-values} - 1)} \right)^{0.5}$$

Design N-value equals lesser of the following two conditions:

$$N_{AVG} - (N_{STD \text{ DEV}} \times 0.45)$$

Or

$$\text{Average of First Four N-Values} = \frac{(N@1' + N@2.5' + N@5' + N@7.5')}{4}$$

Note: If less than 4 N-values are obtained because of criteria listed in Section 2 above, use average of N-values collected for second condition. Do not include the N-value at the deepest boring depth for above calculations if the boring is discontinued at or before the required boring depth because of criteria listed in Section 2 above. Use N-value of zero for weight of hammer or weight of rod. If N-value is greater than 50, reduce N-value to 50 for calculations.

Submit completed boring logs collected in accordance with sub-section (1) Soil Test above along with pole loading diagrams to the Design-Build Team-selected pole fabricator to assist in the pole and foundation design.

If one of the following occurs, the Standard Foundations Chart shown on the plans developed by the Design-Build Team may not be used and a non-standard foundation may be required. In such case, contact the Engineer.

The Design N-value is less than 4,

The drilled pier length, “L”, determined from the Standard Foundations Chart, is greater than the depth of the corresponding boring.

In the case where a standard foundation cannot be used, the Design-Build Team shall be responsible for all additional design and construction costs associated with the non-standard foundation.

Foundation designs shall be based on level ground around the traffic signal pole. If the slope around the edge of the drilled pier is steeper than 8:1 (H:V) or the proposed foundation will be less than ten feet from the top of an embankment slope, the Design-Build Team shall be responsible for providing slope information to the foundation designer and to the Engineer so it can be considered in the design and review, respectively.

The “Metal Pole Standard Foundation Selection Form” may be found at:

<https://connect.ncdot.gov/resources/safety/ITS%20and%20Signals%20Resources/Standard%20Foundation%20Selection%20Form.pdf>

If assistance is needed, contact the Engineer.

Non-Standard Foundation Design:

Design non-standard foundations based upon site-specific soil test information collected in accordance with sub-section (1) Soil Test above. Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges*. Use the computer software LPILE version 6.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use the computer software gINT version 8i or latest manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. The Design-Build Team shall provide a drilled pier foundation for each pole with a length and diameter that result in a horizontal lateral movement of less than 1 inch at the top of the pier and a horizontal rotational movement of less than 1 inch at the edge of the pier. Submit any non-standard foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction. Foundations installed without prior approval may be rejected.

3.2 MATERIALS

CCTV Metal Poles

The Design-Build Team shall provide CCTV poles that are a minimum of 50 feet tall.

Fabricate CCTV metal pole from coil or plate steel to meet the requirements of ASTM A 595 Grade A tubes. For structural steel shapes, plates and bars use A572 Gr 50 min or ASTM A709 Gr 50 min. The Design-Build Team shall provide poles that are round in cross section or multisided tubular shapes and have a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single ply plate or coil so there are no circumferential weld splices. Galvanize in accordance with AASHTO M 111 and / or ASTM A 123 or an approved equivalent.

Ensure that allowable pole deflection does not exceed that allowed per 2013 AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6th Edition, and the latest Interim Specifications. Ensure that maximum deflection at the top of the pole does not exceed 2.5 percent of the pole height.

Use the submerged arc process or other NCDOT previously approved process suitable for poles to continuously weld pole shafts along their entire length. The longitudinal seam weld will be finished flush to the outside contour of the base metal. Ensure shafts have no circumferential welds except at the lower end joining the shaft to the pole base. In the event that a circumferential weld is necessary, prior approval is required from the Engineer and NCDOT Materials and Test Unit. The Design-Build Team shall provide welding that conforms to Article 1072-18 of the 2018 *Standard Specifications for Roads and Structures*, except that no field welding on any part of the pole will be permitted unless approved by a qualified engineer. Refer to Metal Pole Standard Drawing Sheets M2 through M5 for fabrication details. Fabricate anchor bases from plate steel meeting, as a minimum, the requirements of ASTM A 572M Gr 50, AASHTO M270 Gr 50, ASTM A709 Gr 50, or cast steel meeting the requirements of ASTM A 27M Grade 485-250 36 or an approved equivalent. Conform to the applicable bolt pattern and orientation as shown on Metal Pole Standard Drawing Sheet M2.

Ensure all hardware is galvanized steel or stainless steel. The Design-Build Team shall be responsible for ensuring that the designer / fabricator specifies connecting hardware and / or materials that do not create a dissimilar metal corrosive reaction.

Unless otherwise required by the design, ensure each anchor rod is two-inch diameter and 60" length. The Design-Build Team shall provide ten-inch minimum thread projection at the top of the rod, and eight-inch minimum at the bottom of the rod. Use anchor rod assembly and drilled pier foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* Project Special Provision found elsewhere in this RFP.

For each structural bolt and other steel hardware, hot dip galvanizing shall conform to the requirements of AASHTO M 232 (ASTM A 153). Ensure end caps for poles are constructed of cast aluminum conforming to Aluminum Alloy 356.0F.

The Design-Build Team shall provide a circular anchor bolt lock plate that will be secured to the anchor bolts at the embedded end with two washers and two nuts. The Design-Build Team shall provide a base plate template that matches the bolt circle diameter of the anchor bolt lock plate. Construct plates and templates from ¼-inch minimum thick steel with a minimum width of four inches. Galvanizing is not required.

The Design-Build Team shall provide four heavy hex nuts and four flat washers for each anchor bolt. For nuts, use AASHTO M291 grade 2H, DH, or DH3 or equivalent material. For flat washers, use AASHTO M293 or equivalent material.

The Design-Build Team shall provide a two-inch hole equipped with an associated coupling and weatherhead approximately five feet below the top of the pole to accommodate passage of CCTV cables from inside the pole to the CCTV camera.

The Design-Build Team shall provide a 2-inch hole equipped with an associated coupling and conduit fittings/bodies approximately 18-inches above the base of the pole accommodate passage of CCTV cables from the CCTV cabinet to the inside of the pole. Refer to Metal Pole Standard Drawing Sheet M3 for fabrication details.

The Design-Build Team shall provide a hand hole access with a watertight cover at a 42-inch height above the base of the metal pole and of the type and size required by the manufacturer of the internal CCT Lowering System to ensure smooth and efficient operation of the CCTV lowering system.

Have metal poles permanently stamped above the base hand hole with the identification tag details as shown on Metal Pole Standard Drawing Sheet M2.

For each pole, The Design-Build Team shall provide a ½-inch minimum thread diameter, coarse thread stud and nut for grounding which will accommodate #4 AWG ground wire. Ensure that the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

The Design-Build Team shall provide a removable pole cap with stainless steel attachment screws for the top of each pole. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the pole with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the pole-top opening when the cap is removed.

After fabrication, have steel poles, required mast arms, and all parts used in the assembly hot-dip galvanized per section 1076. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during galvanization process. The Design-Build Team shall provide hot-dip galvanizing on structures that meets or exceeds

ASTM Standard A-123. The Design-Build Team shall provide galvanizing on hardware that meets or exceeds ASTM Standard A-153. Ensure that threaded material is brushed and retapped as necessary after galvanizing. Perform repair of damaged galvanizing that complies with the following:

Repair of Galvanizing

Article 1076-7

Standard Drawings for Metal Poles are available that supplement these project special provisions. These drawings are located on the Department’s website:

<https://connect.ncdot.gov/resources/safety/Pages/ITS-Design-Resources.aspx>

Comply with article 1098-1B “General Requirements” of the 2018 *Standard Specifications for Roads and Structures* for submittal requirements. The Design-Build Team shall provide shop drawings for approval. The Design-Build Team shall provide the copies of detailed shop drawings for each type of structure as summarized below. Ensure that shop drawings include material specifications for each component and identify welds by type and size on the drawing details, not in table format. Do not release structures for fabrication until shop drawings have been approved by NCDOT. The Design-Build Team shall provide an itemized bill of materials for all structural components and associated connecting hardware on the drawings.

Comply with article 1098-1A “General Requirements” of the 2018 *Standard Specifications for Roads and Structures* for Qualified Products List (QPL) submittals. All shop drawings shall include project location description, CCTV inventory number(s), and a project number or work order number on the drawings.

Summary of information required for metal pole review submittal:

Item	Hardcopy Submittal	Electronic Submittal	Comments / Special Instructions
Sealed, Approved ITS Plan / Loading Diagram	1	1	All structure design information needs to reflect the latest approved ITS plans.
Custom Pole Shop Drawings	4 sets	1 set	Submit drawings on 11” x 17” format media. Show NCDOT project number and CCTV camera number in or above the title block.
Standard Pole Shop Drawings (from the QPL)	4 sets	1 set	Submit drawings on 11” x 17” format media. Show NCDOT project number and CCTV camera number in or above the title block.
Structure Calculations	1 set	1 set	Submit calculations on 8½” x 11” format media. Show NCDOT project number and CCTV camera number in the upper right corner of each page.
Standard Pole Foundation Drawings	1 set	1 set	Submit drawings on 11” x 17” format media. Submit a completed Standard Foundation Selection form for each pole using foundation table on Metal Pole Drawing M-8.

Custom Foundation Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media. Show NCDOT project number and CCTV camera number in or above the title block.
Foundation Calculations	1	1	Submit calculations on 8½" x 11" format media. Show NCDOT project number and CCTV camera number in the upper right corner of each page.
Soil Boring Logs and Report	1	1	Report should include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

NOTE – All shop drawings and custom foundation design drawings shall be sealed by a professional Engineer licensed in the state of North Carolina. All geotechnical information shall be sealed by either a Professional Engineer or geologist licensed in the state of North Carolina. Include a title block and revision block on the shop drawings and foundation designs showing the NCDOT inventory number.

Shop drawings and foundation drawings may be submitted together or separately for approval. However, shop drawings shall be approved before foundations can be reviewed. Foundation designs will be returned without review if the associated shop drawing has not been approved. Incomplete submittals will be returned without review.

3.3 CONSTRUCTION METHODS

CCTV Metal Poles

Install anchor rod assemblies in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* Project Special Provision found elsewhere in this RFP.

Erect CCTV metal poles only after concrete has attained a minimum allowable compressive strength of 3,000 psi. For further construction methods, see construction methods for Metal Strain Pole.

Connect poles to grounding electrodes and bond them to the electrical service grounding electrodes.

For holes in the poles used to accommodate cables, install grommets before wiring pole or arm. Do not cut or split grommets.

Attach the hand hole covers to the pole by a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cover to hang clear of the opening when the cover is removed, and is strong enough to prevent vandalism. Ensure the chain or cable will not interfere with service to the cables in the pole.

Attach cap to pole with a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cap to hang clear of the opening when the cap is removed.

Perform repair of damaged galvanizing that complies with the 2018 *Standard Specifications for Roads and Structures*, Article 1076-7 “Repair of Galvanizing.”

Install galvanized wire mesh around the perimeter of the base plate to cover the gap between the base plate and top of foundation for debris and pest control.

Install a ¼-inch thick plate for concrete foundation tag to include: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation.

Install CCTV metal poles, hardware, and fittings as shown on the manufacturer’s installation drawings. Install poles so that when the pole is fully loaded it is within two degrees of vertical.

Drilled Pier Foundations

Construct drilled pier foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* Project Special Provision found elsewhere in this RFP.

4. CCTV LOWERING SYSTEM

4.1 Description

A. CCTV Lowering System

Provide a CCTV lowering system for a digital, IP based camera as an integral part of the CCTV metal pole. The lowering system will consist of a support arm, camera connection box, and all necessary cabling and wiring for installation.

B. Portable CCTV Lowering System

Provide a portable CCTV lowering device to operate the lowering system.

4.2 Material

A. CCTV Lowering System

Provide a CCTV lowering system as an integral part of the CCTV metal pole. The lowering system will consist of a support arm, camera connection box, and all necessary cabling and wiring for installation of a digital, IP (Internet Protocol) based camera.

Ensure that the lowering device provides the electrical connections between the control cabinet and the equipment installed on the lowering device without reducing the function or effectiveness of the equipment installed on the lowering device or degrading the overall system in any way.

Locate the stainless-steel lowering cable inside conduit within the metal pole to avoid cable twisting and ensure that only the lowering cable is in motion inside the metal pole when the lowering device is operated. The cost to furnish and install this conduit is included in the cost of the metal pole with lowering device. Ensure that all other cables remain stable and secure during lowering and raising operations.

Provide the lowering device with a disconnect unit for electrically connecting the equipment installed on the lowering device's equipment connection box to the power, data, and video cables (as applicable); a divided support arm, and a metal pole adapter for the assembly's attachment to the metal pole.

All of the lowering device's external components must be made of corrosion-resistant materials that are powder-coated, galvanized, or otherwise protected from the environment by industry-accepted coatings that withstand exposure to a corrosive environment.

Ensure that the disconnect unit has a minimum load capacity of 200 pounds with a 4:1 safety factor. Fixed and movable components of the disconnect unit must have a locking mechanism between them. Provide a minimum of two mechanical latches for the movable assembly and, when latched, ensure that all weight is removed from the lowering cable. Provide fixed unit with a heavy-duty cast tracking guide and a means to allow latching in the same position each time.

Provide a disconnect unit that securely holds the lowering device and the equipment installed on the lowering device. The interface and locking components must be stainless-steel or aluminum.

The lowering cable shall be a minimum diameter of 0.125 inch and constructed of 7 strands, 19 gauge, stainless-steel aircraft cable with a minimum breaking strength of 1,740 pounds. The contractor shall ensure that the prefabricated components for the lift unit support system preclude the lifting cable from contacting the power or video cables.

Provide a connector block as specified by the manufacturer or with the lowering device. The connector block shall be equipped with modular, self-aligning and self-adjusting female and male socket contact halves. The lowering device must be equipped with enough contacts to permit operation of all required functions of the camera. The lowering device connections must carry the signals, voltages, and current required by the device(s) connected to them under full load conditions. Submit documentation to the Engineer showing pin assignment.

The female socket contacts and the male contact halves must be of heavy-duty construction and the connector blocks made of molded synthetic rubber, molded chlorosulfonated polyethylene, polymer body or approved equal. The connector pins shall be made of brass or gold-plated nickel, or gold-plated copper. The current-carrying male and female contacts shall have a minimum diameter of 0.09 inch.

Provide cored holes in the rubber to create moisture-tight seals when mated with the male connector. All wire leads from both the male and female contacts shall be permanently molded in a body of chlorosulfonated polyethylene, or an approved equal. All current-carrying wires and signal wires shall be minimum #18 AWG stranded copper cable. All contacts shall be self-wiping with a shoulder at the base of each male contact so that it is recesses in the female block, thereby giving each contact a rain-tight seal when mated.

B. Portable CCTV Lowering System

Provide a portable CCTV lowering device to operate the lowering system. Provide a metal-frame lowering tool with winch assembly and a cable with a combined weight less than 35 pounds; a quick release cable connector, and an adjustable safety clutch. The lowering tool shall be powered using a half-inch chuck, variable-speed reversible industrial-duty electric drill to match the manufacturer-recommended revolutions per minute, or be supplied with a drill motor for the lowering tool.

The lowering tool shall support itself and the load. The lowering tool shall be equipped with a positive braking mechanism to secure the cable reel during raising and lowering operations, and to prevent freewheeling.

The lowering tool shall be equipped with gearing that reduces the manual effort required to operate the lifting handle to raise and lower a capacity load. It shall be provided with an adapter for operating the lowering device with the portable half-inch chuck drill using a clutch mechanism.

All lowering equipment, lowering device, pulleys, cables, etc. must be made of durable, corrosion resistant materials, powder coated, galvanized, or otherwise protected from the environment by industry-accepted coatings to withstand exposure to corrosive environment.

4.3 Construction Methods

A. CCTV Lowering System

Weights and/or counterweights shall be provided to assure the alignment for the camera connection can be raised into position without binding and that it can be lowered properly, unless otherwise approved by the Engineer. Ensure that the divided support arm and receiver brackets self-align the contact unit with the metal pole centerline during installation and that the contact unit cannot twist when subjected to the wind speed requirement as specified by the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals, 5th Edition, 2009, including the latest interim specifications. Supply internal conduit in the metal pole for the power and video cabling.

All pulleys installed for the lowering device and portable lowering tool must have sealed self-lubricated bearings, oil-tight bronze bearings, or sintered bronze bushings.

Provide 1.25-inch-diameter PVC conduit in the metal pole for the lowering cable. The contractor shall verify that a conduit mount adapter is furnished for the interface between the conduit and the internal back side of the lowering device.

FOUNDATIONS AND ANCHOR ROD ASSEMBLIES FOR METAL POLES

(1-17-12) (Rev. 11-22-17)

9,14,17

DB9 R05

Description

Foundations for metal poles include foundations for signals, cameras, overhead and dynamic message signs (DMS) and high mount and light standards supported by metal poles or upright trusses. Foundations consist of footings with pedestals and drilled piers with or without grade beams or wings. Anchor rod assemblies consist of anchor rods (also called anchor bolts) with nuts and washers on the exposed ends of rods and nuts and a plate or washers on the other ends of rods embedded in the foundation.

Construct concrete foundations with the required resistances and dimensions and install anchor rod assemblies in accordance with the contract and accepted submittals. Construct drilled piers consisting of cast-in-place reinforced concrete cylindrical sections in excavated holes. Provide temporary casings or polymer slurry as needed to stabilize drilled pier excavations. Use a prequalified Drilled Pier Contractor to construct drilled piers for metal poles. Define “excavation” and “hole” as a drilled pier excavation and “pier” as a drilled pier.

This provision does not apply to foundations for signal pedestals; see Section 1743 of the 2018 *Standard Specifications for Roads and Structures* and 2018 Roadway Standard Drawing No. 1743.01.

Materials

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

Item	Section
Conduit	1091-3
Grout, Type 2	1003
Polymer Slurry	411-2(B)(2)
Portland Cement Concrete	1000
Reinforcing Steel	1070
Rollers and Chairs	411-2(C)
Temporary Casings	411-2(A)

Provide Type 3 material certifications in accordance with Article 106-3 of the 2018 *Standard Specifications for Roads and Structures* for conduit, rollers, chairs and anchor rod assemblies. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store foundation and anchor rod assembly materials so materials are kept clean and free of damage. Bent, damaged and / or defective materials shall be rejected.

Use conduit type in accordance with the contract. Use Class A concrete for footings and pedestals, Class Drilled Pier concrete for drilled piers and Class AA concrete for grade beams and wings including portions of drilled piers above bottom of wings elevations. Corrugated temporary casings may be accepted at the discretion of the Engineer. A list of approved polymer slurry products is available from:

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

Provide anchor rod assemblies in accordance with the contract consisting of the following:

- (A) Straight anchor rods,
- (B) Heavy hex top and leveling nuts and flat washers on exposed ends of rods, and
- (C) Nuts and either flat plates or washers on the other ends of anchor rods embedded in foundations.

Do not use lock washers. Use steel anchor rods, nuts and washers that meet ASTM F1554 for Grade 55 rods and Grade A nuts. Use steel plates and washers embedded in concrete with a thickness of at least 1/4". Galvanize anchor rods and exposed nuts and washers in accordance with Article 1076-4 of the 2018 *Standard Specifications for Roads and Structures*. It is not necessary to galvanize nuts, plates and washers embedded in concrete.

Construction Methods

Install the required size and number of conduits in foundations in accordance with the plans developed by the Design-Build Team and accepted submittals. Construct top of piers, footings, pedestals, grade beams and wings flat, level and within 1" of elevations shown in the plans developed by the Design-Build Team or approved by the Engineer. Provide an Ordinary Surface finish in accordance with Subarticle 825-6(B) of the 2018 *Standard Specifications for Roads and Structures* for portions of foundations exposed above finished grade. Do not remove anchor bolt templates or pedestal or grade beam forms or erect metal poles or upright trusses onto foundations until concrete attains a compressive strength of at least 3,000 psi.

- (A) Drilled Piers

Before starting drilled pier construction, hold a predrill meeting to discuss the installation, monitoring and inspection of the drilled piers. Schedule this meeting after the Drilled Pier Contractor has mobilized to the site. The Resident or Division Traffic Engineer, Design-Build Team and Drilled Pier Contractor Superintendent shall attend this predrill meeting.

Do not excavate holes, install piles or allow equipment wheel loads or vibrations within 20 feet of completed piers until 16 hours after Drilled Pier concrete reaches initial set.

Check for correct drilled pier alignment and location before beginning drilling. Check plumbness of holes frequently during drilling.

Construct drilled piers with the minimum required diameters shown in the plans developed by the Design-Build Team. Install piers with tip elevations no higher than shown in the plans developed by the Design-Build Team or approved by the Engineer.

Excavate holes with equipment of the sizes required to construct drilled piers. Depending on the subsurface conditions encountered, drilling through rock and boulders may be required. Do not use blasting for drilled pier excavations.

Contain and dispose of drilling spoils and waste concrete as directed and in accordance with Section 802 of the 2018 *Standard Specifications for Roads and Structures*. Drilling spoils consist of all materials and fluids removed from excavations.

If unstable, caving or sloughing materials are anticipated or encountered, stabilize holes with temporary casings and / or polymer slurry. Do not use telescoping temporary casings. If it becomes necessary to replace a temporary casing during drilling, backfill the excavation, insert a larger casing around the casing to be replaced or stabilize the excavation with polymer slurry before removing the temporary casing.

If temporary casings become stuck or the Design-Build Team proposes leaving casings in place, temporary casings shall be installed against undisturbed material. Unless otherwise approved, do not leave temporary casings in place for mast arm poles and cantilever signs. The Engineer will determine if casings may remain in place. If the Design-Build Team proposes leaving temporary casings in place, do not begin drilling until a casing installation method is approved.

Use polymer slurry and additives to stabilize holes in accordance with the slurry manufacturer's recommendations. Provide mixing water and equipment suitable for polymer slurry. Maintain the required slurry properties at all times except for sand content.

Define a "sample set" as slurry samples collected from mid-height and within two feet of the bottom of holes. Take sample sets from excavations to test polymer slurry immediately after filling holes with slurry, at least every four hours thereafter and immediately before placing concrete. Do not place Drilled Pier concrete until both slurry samples from an excavation meet the required polymer slurry properties. If any slurry test results do not meet the requirements, the Engineer may suspend drilling until both samples from a sample set meet the required polymer slurry properties.

Remove soft and loose material from bottom of holes using augers to the satisfaction of the Engineer. Assemble rebar cages and place cages and Drilled Pier concrete in accordance with Subarticle 411-4(E) of the 2018 *Standard Specifications for Roads and Structures*, except for the following:

- (1) Inspections for tip resistance and bottom cleanliness are not required,
- (2) Temporary casings may remain in place if approved, and
- (3) Concrete placement may be paused near the top of pier elevations for anchor rod assembly installation and conduit placement or
- (4) If applicable, concrete placement may be stopped at bottom of grade beam or wings elevations for grade beam or wing construction.

If wet placement of concrete is anticipated or encountered, do not place Drilled Pier concrete until a concrete placement procedure is approved by the Engineer. If applicable, temporary casings and fluids may be removed when concrete placement is paused or stopped in accordance with the exceptions above provided holes are stable. Remove contaminated concrete from exposed Drilled Pier concrete after removing casings and fluids. If holes are unstable, do not remove temporary casings until a procedure for placing anchor rod assemblies and conduit or constructing grade beams or wings is approved by the Engineer.

Use collars to extend drilled piers above finished grade. Remove collars after Drilled Pier concrete sets and round top edges of piers.

If drilled piers are questionable, pile integrity testing (PIT) and further investigation may be required in accordance with Article 411-5 of the 2018 *Standard Specifications for Roads and Structures*. A drilled pier shall be considered defective in accordance with Subarticle 411-5(D) of the 2018 *Standard Specifications for Roads and Structures* and drilled pier acceptance shall be based in part on the criteria in Article 411-6 of the 2018 *Standard Specifications for Roads and Structures* except for the top of pier tolerances in Subarticle 411-6(C) of the 2018 *Standard Specifications for Roads and Structures*.

If a drilled pier is under further investigation, do not grout core holes, backfill around the pier or perform any work on the drilled pier until the Engineer accepts the pier. If the drilled pier is accepted, dewater and grout core holes and backfill around the pier with approved material to finished grade. If the Engineer determines a pier is unacceptable, remediation shall be required in accordance with Article 411-6 of the 2018 *Standard Specifications for Roads and Structures*. No extension of completion date or time will be allowed for remediation of unacceptable drilled piers or post repair testing.

Permanently embed a plate in or mark top of piers with the pier diameter and depth, size and number of vertical reinforcing bars and the minimum compressive strength of the concrete mix at 28 days.

(B) Footings, Pedestals, Grade Beams and Wings

Excavate as necessary for footings, grade beams and wings in accordance with the plans developed by the Design-Build Team, accepted submittals and Section 410 of the 2018 *Standard Specifications for Roads and Structures*. If unstable, caving or sloughing materials are anticipated or encountered, shore foundation excavations as needed with an approved method. Notify the Engineer when foundation excavation is complete. Do not place concrete or reinforcing steel until excavation dimensions and foundation material are approved by the Engineer.

Construct cast-in-place reinforced concrete footings, pedestals, grade beams and wings with the dimensions shown in the plans developed by the Design-Build Team and in accordance with Section 825 of the 2018 *Standard Specifications for Roads and Structures*. Use forms to construct portions of pedestals and grade beams protruding above finished grade. Provide a chamfer with a 3/4" horizontal width for pedestal and grade beam edges exposed above finished grade. Place concrete against undisturbed soil or backfill and fill in accordance with Article 410-8 of the 2018 *Standard Specifications for Roads and Structures*. Proper compaction around footings and wings is critical for foundations to resist uplift and torsion forces.

(C) Anchor Rod Assemblies

Size anchor rods for design and the required projection above top of foundations. Determine required anchor rod projections from nut, washer and base plate thicknesses, the protrusion of three to five anchor rod threads above top nuts after tightening and the distance of one nut thickness between top of foundations and bottom of leveling nuts.

Protect anchor rod threads from damage during storage and installation of anchor rod assemblies. Before placing anchor rods in foundations, turn nuts onto and off rods past leveling nut locations. Turn nuts with the effort of one workman using an ordinary wrench without a cheater bar. Report any thread damage to the Engineer that requires extra effort to turn nuts.

Arrange anchor rods symmetrically about center of base plate locations as shown in the plans developed by the Design-Build Team. Set anchor rod elevations based on required projections above top of foundations. Securely brace and hold rods in the correct position, orientation and alignment with a steel template. Do not weld to reinforcing steel, temporary casings or anchor rods.

Install top and leveling (bottom) nuts, washers and the base plate for each anchor rod assembly in accordance with the following procedure:

- (1) Turn leveling nuts onto anchor rods to a distance of one nut thickness between the top of foundation and bottom of leveling nuts. Place washers over anchor rods on top of leveling nuts.

- (2) Determine if nuts are level using a flat rigid template on top of washers. If necessary, lower leveling nuts to level the template in all directions or if applicable, lower nuts to tilt the template so the metal pole or upright truss will lean as shown in the plans developed by the Design-Build Team. If leveling nuts and washers are not in full contact with the template, replace washers with galvanized beveled washers.
- (3) Verify the distance between the foundation and leveling nuts is no more than one nut thickness.
- (4) Place base plate with metal pole or upright truss over anchor rods on top of washers. High mount luminaires may be attached before erecting metal poles but do not attach cables, mast arms or trusses to metal poles or upright trusses at this time.
- (5) Place washers over anchor rods on top of base plate. Lubricate top nut bearing surfaces and exposed anchor rod threads above washers with beeswax, paraffin or other approved lubricant.
- (6) Turn top nuts onto anchor rods. If nuts are not in full contact with washers or washers are not in full contact with the base plate, replace washers with galvanized beveled washers.
- (7) Tighten top nuts to snug-tight with the full effort of one workman using a 12" wrench. Do not tighten any nut all at once. Turn top nuts in increments. Follow a star pattern cycling through each nut at least twice.
- (8) Repeat (7) for leveling nuts.
- (9) Replace washers above and below the base plate with galvanized beveled washers if the slope of any base plate face exceeds 1:20 (5%), any washer is not in firm contact with the base plate or any nut is not in firm contact with a washer. If any washers are replaced, repeat (7) and (8).
- (10) With top and leveling nuts snug-tight, mark each top nut on a corner at the intersection of two flats and a corresponding reference mark on the base plate. Mark top nuts and base plate with ink or paint that is not water-soluble. Use the turn-of-nut method for pretensioning. Do not pretension any nut all at once. Turn top nuts in increments for a total turn that meets the following nut rotation requirements:

NUT ROTATION REQUIREMENTS (Turn-of-Nut Pretensioning Method)	
Anchor Rod Diameter, inch	Requirement
≤ 1 1/2	1/3 turn (2 flats)
> 1 1/2	1/6 turn (1 flat)

Follow a star pattern cycling through each top nut at least twice.

- (11) Ensure nuts, washers and base plate are in firm contact with each other for each anchor rod. Cables, mast arms and trusses may now be attached to metal poles and upright trusses.
- (12) Between 4 and 14 days after pretensioning top nuts, use a torque wrench calibrated within the last 12 months to check nuts in the presence of the Engineer. Completely erect mast arm poles and cantilever signs and attach any hardware before checking top nuts for these structures. Check that top nuts meet the following torque requirements:

TORQUE REQUIREMENTS	
Anchor Rod Diameter, inch	Requirement, ft-lb
7/8	180
1	270
1 1/8	380
1 1/4	420
≥ 1 1/2	600

If necessary, retighten top nuts in the presence of the Engineer with a calibrated torque wrench to within ± 10 ft-lb of the required torque. Do not overtighten top nuts.

- (13) Do not grout under base plate.

OVERHEAD AND DYNAMIC MESSAGE SIGN FOUNDATIONS

(9-11-17)

DB9 R07

Description

Sign foundations include foundations for overhead and dynamic message signs (DMS) supported by metal poles or upright trusses. Sign foundations consist of footings with pedestals or drilled piers with or without grade beams or wings, conduit and anchor rod assemblies. Construct sign foundations in accordance with the contract and accepted submittals. Define “cantilever sign” as an overhead cantilever sign support in accordance with Figure 1-1 of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6th Edition, 2013, including the latest interim specifications and the latest interim revisions.

Materials

Use sign foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* Project Special Provision found elsewhere in this RFP.

Subsurface Conditions

A subsurface investigation shall be required if the Engineer determines these assumed subsurface conditions do not apply to a sign location and the sign cannot be moved. No extension of completion date or time will be allowed for subsurface investigations.

Subsurface Investigations

Use a prequalified geotechnical consultant to perform one standard penetration test (SPT) boring in accordance with ASTM D1586 at each sign location requiring a subsurface investigation. Rough grade sign locations to within two feet of finished grade before beginning drilling. Drill borings to two drilled pier diameters below anticipated pier tip elevations or refusal, whichever is higher.

Use the computer software gINT version V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide boring logs sealed by a geologist or engineer licensed in the state of North Carolina.

Sign Foundation Designs

Design sign foundations for the wind zone and clearances shown in the plans developed by the Design-Build Team and the slope of finished grade at each sign location. Use the assumed soil parameters and groundwater elevation above for sign foundation designs unless a subsurface investigation is performed or required by the Engineer. For sign locations requiring a subsurface investigation, design sign foundations for the subsurface conditions at each sign location. Design footings, pedestals, drilled piers, grade beams and wings in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6th Edition, 2013, including the latest interim specifications and the latest interim revisions. In some instances, conflicts with drainage structures may dictate sign foundation types.

Design footings in accordance with Section 4.4 of the AASHTO *Standard Specifications for Highway Bridges*. Do not use an allowable bearing pressure of more than 3,000 psf for footings.

Design drilled piers for side resistance only in accordance with Section 4.6 of the AASHTO *Standard Specifications for Highway Bridges* except reduce ultimate side resistance by 25% for uplift. Use the computer software LPILE version 2016 or later manufactured by Ensoft, Inc. to analyze drilled piers. Provide drilled pier designs with a horizontal deflection of less than 1" at top of piers. For cantilever signs with single drilled pier foundations supporting metal poles, use wings to resist torsion forces. Provide drilled pier designs with a factor of safety of at least 2.0 for torsion.

For drilled pier sign foundations supporting upright trusses, use dual drilled piers connected with a grade beam having a moment of inertia approximately equal to that of either pier. The Broms' method is acceptable to analyze drilled piers with grade beams instead of LPILE. Use a safety factor of at least 3.5 for the Broms' design method in accordance with C13.6.1.1 of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6th Edition, 2013, including the latest interim specifications and the latest interim revisions.

Submit boring logs, if any, working drawings and design calculations for acceptance in accordance with Article 105-2 of the 2018 Standard Specifications for Roads and Structures. Submit working drawings showing plan views, required foundation dimensions and elevations and typical sections with reinforcement, conduit and anchor rod assembly details. Include all boring logs, design calculations and LPILE output for sign foundation design submittals. Have sign foundations designed, detailed and sealed by an engineer licensed in the state of North Carolina.

Construction Methods

Construct footings, pedestals, drilled piers, grade beams and wings and install anchor rod assemblies for sign foundations in accordance with the Foundations and Anchor Rod Assemblies for Metal Poles Project Special Provision found elsewhere in this RFP. Submit boring logs, if any, working drawings and design calculations for acceptance in accordance with Article 105-2 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. Submit working drawings showing plan views, required foundation dimensions and elevations and typical sections with reinforcement, conduit and anchor rod assembly details. Include all boring logs, design calculations and LPILE output for sign foundation design submittals. Have sign foundations designed, detailed and sealed by an engineer licensed in the state of North Carolina.

ROADWAY LIGHTING FOUNDATIONS

(9-12-17)

DB9 R09

Description

Roadway lighting foundations include foundations for high mount and light standards. High mount foundations for high mount standards and standard foundations for light standards consist of drilled piers or footings with pedestals, conduit and anchor rod assemblies. Construct roadway lighting foundations in accordance with the contract, 2018 *Roadway Standard Drawings* and accepted submittals. Define “high mount foundation” as a drilled pier including the conduit and anchor rod assembly that meets 2018 Roadway Standard Drawing No. 1402.01. Define “standard foundation” as a drilled pier or footing with pedestal including the conduit and anchor rod assembly that meets 2018 Roadway Standard Drawing No. 1405.01.

Materials

Use roadway lighting foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* Project Special Provision found elsewhere in this RFP. Provide metal shrouds for median mounted light standards in accordance with Subarticle 1400-4(I) of the 2018 *Standard Specifications for Roads and Structures*.

Roadway Lighting Foundations

(A) High Mount Foundations

Construct high mount foundations for the wind zone and high mount heights shown in the plans developed by the Design-Build Team unless the following assumed site conditions are not applicable to high mount locations:

- 1) Soil with unit weight (γ) \geq 120 pcf and friction angle (ϕ) \geq 30°,
- 2) Groundwater at least 7 feet below finished grade and
- 3) Slope of finished grade 6:1 (H:V) or flatter.

A subsurface investigation and high mount foundation design are required if the Engineer determines these assumed site conditions do not apply to a high mount location and the high mount cannot be moved. Subsurface conditions requiring a high mount foundation design include but are not limited to weathered or hard rock, boulders, very soft or loose soil, muck or shallow groundwater. No extension of completion date or time will be allowed for subsurface investigations or high mount foundation designs.

(B) Standard Foundations

Construct standard foundation types for the light standard types shown in the plans developed by the Design-Build Team and the site conditions at each light standard location. When weathered or hard rock, boulders or obstructions conflict with standard foundations, submit an alternate standard foundation design for acceptance in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*. No extension of completion date or time will be allowed for alternate standard foundations.

Subsurface Investigations

Use a prequalified geotechnical consultant to perform one standard penetration test (SPT) boring in accordance with ASTM D1586 at each high mount location requiring a subsurface investigation. Rough grade high mount locations to within two feet of finished grade before beginning drilling. Drill borings to two drilled pier diameters below anticipated pier tip elevations or refusal, whichever is higher.

Use the computer software gINT version V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide boring logs sealed by a geologist or engineer licensed in the state of North Carolina.

High Mount Foundation Designs

Design high mount foundations for the wind zone and high mount heights shown in the plans and the slope of finished grade and subsurface conditions at each high mount location. Design drilled piers, footings and pedestals in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6th Edition, 2013, including the latest interim specifications and the latest interim revisions.

Design drilled piers for side resistance only in accordance with Section 4.6 of the AASHTO *Standard Specifications for Highway Bridges*. Use the computer software LPILE version 2016 or later manufactured by Ensoft, Inc. to analyze drilled piers. Provide drilled pier designs with a horizontal deflection of less than 0.5" at top of piers.

Design footings in accordance with Section 4.4 of the AASHTO *Standard Specifications for Highway Bridges*. Do not use an allowable bearing pressure of more than 3,000 psf for footings.

Submit boring logs, working drawings and design calculations for acceptance in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*. Submit working drawings showing plan views, required foundation dimensions and elevations and typical sections with reinforcement, conduit and anchor rod assembly details. Include all boring logs, design calculations and LPILE output for high mount foundation design submittals. Have high mount foundations designed, detailed and sealed by an engineer licensed in the state of North Carolina.

Construction Methods

Grade around roadway lighting locations with cut and fill slopes as shown on 2018 Roadway Standard Drawing No. 1402.01 or 1405.01. Construct drilled piers, footings and pedestals and install anchor rod assemblies for roadway lighting foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* Project Special Provision found elsewhere in this RFP.

For median mounted light standards, place concrete for median barriers and underlying pedestals in the same pour. Construct concrete barriers in accordance with the contract and make concrete median barriers continuous through standard foundations. Coordinate construction of median mounted light standards with sign structures, concrete barriers, drainage structures, etc. to avoid conflicts.

LIGHTING

(6-24-2018)

DB14 R02-2

1.00 DESCRIPTION

The work covered by this Section consists of furnishing, installing, connecting, and placing into satisfactory operating condition roadway lighting at locations shown on the plans. Perform all work in accordance with these Special Provisions, the Plans, the National Electrical Code, and the North Carolina Department of Transportation "Standard Specifications for Roads and Structures" (2018 Standard Specifications).

Perform all work in conformance with Division 14 of the 2018 Standard Specifications except as modified or added to by these Special Provisions. Install all bore pits outside the clear zone, as defined in the AASHTO Roadside Design Guide or as directed by the Engineer.

In addition to the requirements of Division 1400, other specific Sections of the 2018 Standard Specifications applicable to the work on this project are listed below.

Section 1404	Light Standards
Section 1407	Electric Service Pole and Lateral
Section 1408	Light Control System
Section 1409	Electrical Duct
Section 1410	Feeder Circuits
Section 1411	Electrical Junction Boxes
Section 1412	Underpass Lighting

2.00 LIGHT STANDARD LIGHT EMITTING DIODE (LED) LUMINAIRES

2.10 DESCRIPTION

Furnish, install and place into satisfactory operation luminaire, either on a bracket arm or directly mounted to the standard, complete with all light sources, drivers, wiring inside standard from circuit conductors to luminaire, in-line breakaway fuseholders and fuses and ground wiring at the pole on light standards less than 55 ft. in height.

Type	HPS Replacement Equivalent	Color Temp	Min. % of initial output at 70k hours	Min. Maintained Delivered Lumens
185W LED	250W	3500K ±500K	83%	15,500
285W LED	400W	3500K ±500K	83%	19,150

Third party certified photometric files in IES format are required to be submitted with the catalog cuts for the proposed LED roadway luminaire. Photometric files must show that proposed luminaire will meet or exceed the design shown in the plans.

The manufacturer shall state the Light Loss Factor (LLF) used in the photometric calculations for the proposed luminaire. LLF shall be calculated as follows:

$$\text{LLF} = \text{Lamp Lumen Depreciation (LLD)} \times \text{Luminaire Dirt Depreciation (LDD)}$$

- Lamp Lumen Depreciation (LLD) shall be the value calculated and reported by the manufacturer based on the LM-80 and TM-21 reports for the proposed fixture for 70,000 hours at 25° C.
- Luminaire Dirt Depreciation (LDD) = 0.90

2.20 MATERIALS

2.21 LUMINAIRE REQUIREMENTS

A. General Requirements

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

- The luminaire shall have a 7 pin ANSI C136.41 compliant photocontrol receptacle for future expansion capabilities.
- Provide a summary of reliability testing performed for LED driver.
- Luminaires maximum total power consumption shall not exceed the values shown in the table above. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
- Luminaire shall have a maximum Backlight, Uplight & Glare (BUG) rating of 3-0-3 and an IESNA distribution of Type II or Type III as required to meet the spacing, the average maintained foot-candle level and the average to minimum uniformity ratio requirements shown on the plans. The same BUG rating and distribution type shall be used throughout the project.
- Minimum Ingress Protection (IP) dust and moisture ratings for the luminaire electrical components (driver and surge protection) and luminaire optical components shall be IP65 and IP66, respectively, as specified in ANSI C136.25.
- Luminaire shall have external and internal labels per ANSI C136.15 and ANSI C136.22, respectively. Internal label shall identify the manufacturer, year and month of manufacture and the manufacturer's part number.
- Luminaire shall have an internal bubble level.
- Luminaires shall start and operate in -20°C to +40°C ambient.
- Luminaires shall be rated for continuous service at an ambient temperature of 40°C (104°F)
- Electrically test fully assembled luminaires before shipment from factory.
- Effective Projected Area (EPA) and weight of the luminaires shall not exceed 1.4 square feet and 46 lbs.
- Luminaires shall be designed for ease of electrical component replacement.
- Luminaires shall be rated for minimum 2G vibration, minimum, per ANSI C136.31.
- LED light sources and drivers shall be RoHS compliant.

- The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 certified.
- Luminaire shall have a 1.25” to 2.0” adjustable tenon mount for connection to luminaire bracket arm assembly.
- Pole hardware, nuts, bolts, and washers, etc. shall be made from 18-8 stainless steel, or steel conforming to ASTM A307 galvanized in accordance with ASTM A153.
- Grommets shall be installed in cable entry holes. Cable entry holes shall be free from sharp edges which might cut conductors or an ungloved hand.
- All conductors inside the luminaire shall be neatly secured with tie-wraps as needed to prevent pinch points and assist in trouble shooting.

B. Driver

- Shall be 0V-10V dimmable.
- Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20°C to +40°C.
- Shall be rated for 480VAC at 50/60 Hz, and shall operate normally for input voltage fluctuations of $\pm 10\%$.
- Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
- Shall provide UL Class II output.

C. Surge Suppression

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

D. Electromagnetic interference

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

- E. Electrical safety testing
 - Luminaires shall be listed for wet locations.
 - Luminaires shall be UL listed and labeled.
- F. Finish
 - Luminaires shall be painted with a corrosion resistant polyester powdered paint with a minimum 2.0 mil thickness.
 - Luminaires shall exceed a rating of six per ASTM D1654 after 1000 hours of salt spray fog testing per ASTM B117.
 - The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
 - Exterior surfaces shall be smooth and free of burrs.
- G. Thermal management
 - Mechanical design of protruding external surfaces (heat sink fins) on roadway luminaries shall facilitate hose-down cleaning and discourage debris accumulation.
 - Liquids or moving parts will not be allowed for thermal management.
- H. Color Quality
 - Minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 3000K to 4000K
- I. Optics
 - Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.
- J. The following shall be in accordance with corresponding sections of ANSI C136.37
 - All internal components shall be assembled and pre-wired using modular electrical connections.
 - Terminal blocks shall be used for incoming AC lines. Terminal blocks shall be easily accessible to installers or repair personnel. Wire nuts are prohibited inside the luminaire housing.

K. Latching and hinging

- Refractor and housing door holders and hinges shall be designed to maintain positive control of door to the luminaire body so as not to allow the accidental disengagement of either door.
- Drivers shall be mounted to a housing door designed to be opened from the bottom of the luminaire. Housing door shall allow easy removal for troubleshooting/repair on the ground.

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

2.30 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.

2.40 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.

3.00 LIGHTING CONTROL SYSTEM

3.10 DESCRIPTION

The work covered under this section consists of furnishing and installing an entire control system, including enclosure, control panel, breakers, terminal blocks, wiring, conduits, lightning arrester, a concrete foundation, metal pole and galvanized slotted channel is also included.

The control system will be standard electrical components in a stainless-steel enclosure mounted on a metal pole with a concrete foundation as shown in the contract.

3.20 MATERIALS

Refer to Division 10 of the *2018 Standard Specifications*.

Item	Section
Conduit	1091-3
Portland Cement Concrete, Class A	1000-4
Wire and Cable	1091-2, 1400-2

Provide concrete foundations and wire in accordance with the *2018 Standard Specifications*.

Use a piece of 4" rigid galvanized steel conduit (RGC), embedded in concrete as shown in the plans, for mounting the control system.

Provide a NEMA type 3R stainless steel enclosure with external stainless mounting flanges, drip shield, back panel and continuous hinge door with a print pocket. Provide a door closing mechanism interlocked with a flange mounted operator handle to prevent the opening of the door with the service circuit breaker in the ON position, except by use of safety override devices.

Provide an enclosure approximately 36" (h) x 30" (w) x 10" (d) unless noted otherwise in the plans. Provide only openings necessary for the entrance of conduits as shown in the plans. Do not use knockouts. Ensure the enclosure conforms with NEC Article 312 and mount the devices so the NEC clearances will be provided, except use 1.5" where not specified or noted in the tables for minimum wire bending space.

Use minimum 1-5/8" x 1-5/8" galvanized slotted steel framing channel with straps and bolts for the mounting brackets and hardware for attaching the enclosure. Use galvanized finish on the brackets and hardware and coat all field cuts or scratches with organic zinc repair paint.

Provide a neutral bar, bonded to the panel, with sufficient box lug type terminals to accept the required number of wires.

Mount components to the back panel with manufacturer supplied mounting brackets or permanently attached screw studs.

Use a service circuit breaker providing a minimum interrupting rating of 22,000 A. Provide thermal magnetic, molded case, permanent trip breakers. Provide multi-tap, solderless, load side box lugs or distribution terminal blocks of the appropriate size. Use insulating material approved for NEMA 3R applications. Provide a breaker with a voltage and amperage rating as indicated in the plans.

Use feeder circuit breakers which are rated 14,000 A minimum interrupting capacity and have an open type molded case with a non-adjustable thermal magnetic trip setting as noted in the plans.

Where Communication Gateways are required, provide a single pole, open type gateway circuit breaker rated at 240 VAC phase to ground with a minimum interrupting current capacity of 5,000 A and a high magnetic trip setting of 15 A.

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.

Use terminals and lugs rated for the connection of the appropriate size copper conductors. All conductors shall be made of copper and neatly wrapped in bundles or run in plastic raceways.

Perform all galvanizing in accordance with Section 1076.

Provide a drawing to scale showing the location, brand and catalog number of each component of the control system for approval. The completed light control system shall be marked "Suitable for Use as Service Equipment", in a prominent location in the enclosure, 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.

3.30 CONSTRUCTION METHODS

Construct the new control system foundation at the new location as shown in Standard Drawing 1408 of the Roadway Standard Drawings, with the top of the foundation 3 inches above finished grade.

Fasten the enclosure to the pole by means of a galvanized bracket assembly as shown in the plans. Make all cuts square and remove all rough edges. Have mounting holes match existing mounting holes of the enclosure.

Arrange all conduits entering the enclosure in a neat symmetrical manner and extend directly downward into the foundation. Install six RGC feeder circuit conduits as shown in the Roadway Standard Drawings.

Install a Control System Junction Box as shown in the plans. Stub all feeder circuit conduits and spare conduits from Control System in the Control System Junction Box. See Section 1412 of the *2018 Standard Specifications* for junction box construction methods. See plans for conduit sizes. Place pull cord in any unused conduits and cap unused conduit in junction box.

To prevent the creation of electrically parallel paths, install a bonded conduit choke on the underground termination point of the system grounding conductor conduit in accordance with NEC Article 250.64(E). Do not terminate the system grounding conduit under the concrete foundation pad.

Install a grounding electrode system consisting of a minimum of two ground rods spaced not less than 6 feet apart at all new lighting control system panels. Connect ground rods with an appropriately sized bonding jumper.

Apply two coats of organic zinc repair paint to all field cut metal and conduit threads as specified in Article 1076-7 of the *2018 Standard Specifications*.

Install a 4" to 2" galvanized reducing bushing to the top of the 4" RGC the control system enclosure is mounted to. Install a 10' section of 2" RGC on the reducing bushing and install a cap on the top of the 2" RGC.

4.00 COMMUNICATION GATEWAY

4.10 DESCRIPTION

The Design-Build Team shall provide and install a communication gateway at the lighting control panels noted on the plans. The communication gateway will be used to provide communication from the control nodes on the luminaires to a centralized monitoring software package. The communication gateway will be mounted on a piece of rigid galvanized conduit installed above the lighting control panel.

4.20 MATERIAL

The communication gateway shall be a GE LightGrid gateway rated for the voltage shown in the plans.

Use conduit and conductors as specified in Article 1400-2 of the *2018 Standard Specifications*.

Provide stainless steel straps, galvanized conduit hangers, galvanized bolts, washers and nuts, and liquid-tight flexible metallic conduit (LFMC).

4.30 CONSTRUCTION METHODS

Mount the communication gateway to the 2" RGC pole, installed as part of the control system special provision, using the bands included with the gateway. Remove an existing cable gland in the bottom of the gateway enclosure and replace with a ½" RGC fitting. Install ½" RGC and appurtenances required to route conduit to bottom of lighting control panel enclosure. Transition RGC to LFMC to make the turn into the bottom of the enclosure. Secure LFMC to bottom of enclosure using a weatherproof fitting. Install a bonding bushing on the LFMC fitting inside the enclosure and attach to bonding jumper inside the enclosure.

Strap standoffs with rigid conduit hangers to the 2" RGC and secure ½" conduit to the conduit hanger. Install #12 THWN conductors inside the ½" RGC for power from the gateway circuit breaker in the control system enclosure to the gateway. Use a UV resistant cable tie to secure the magnetic GPS antenna to the frame.

See Section 6.00 below for commissioning requirements.

5.00 CONTROL NODE

5.10 DESCRIPTION

The Design-Build Team shall provide and install a communication node with each LED luminaire on the project. The communication node will be used to interface with the Department's Statewide lighting control system.

5.20 MATERIALS

The communication node shall be a GE LightGrid version 2.0 (or higher) node rated for the same service voltage as the luminaire. No other materials are required for this section.

5.30 CONSTRUCTION METHODS

Install communication node on the seven-pin photocell receptacle of the luminaire. The communication node utilizes a twist-lock connection to ensure positive connection to the luminaire.

See Section 6.00 below for commissioning requirements.

6.00 SMART CONTROL SYSTEM INITIALIZATION AND COMMISSIONING

6.10 DESCRIPTION

The Communication Gateway(s) and Control Nodes as described in the prior sections require commissioning to enable communication with the existing Statewide lighting control system.

The Design-Build Team shall coordinate with Brady/Trane Services (Brady) at 919-232-5764 or warranty.request@bradyservices.com to have Brady commission the smart controls system, incorporate new gateways and smart nodes into the LightGrid infrastructure and troubleshoot communication issues. Brady shall bill the Design-Build Team directly for these services.

6.20 MATERIALS

No materials are required for this section.

6.30 CONSTRUCTION METHODS

As part of this contract, the Design-Build Team shall provide new GE LightGrid gateways and control nodes. See Sections 4.00 and 5.00, respectfully, of these Project Special Provisions for gateway and control node requirements.

As a function of the LightGrid system, the Design-Build Team is unable to turn the lights on for testing during the day. The luminaires installed as part of this project are powered 24/7; however, the control node installed on each luminaire has an integral photocontrol, preventing the luminaire from operating during daylight hours.

The Design-Build Team shall notify Brady at least two weeks prior to beginning the construction work. Brady will remotely commission the new LightGrid system, override the internal control node photocontrol and turn all of the control nodes on for 24/7 operation for the duration of the lighting construction. This will allow the Contractor to turn the lighting circuits on and off during the day via the breakers in the lighting control panel.

The Design-Build Team shall notify Brady again when lighting work is complete. At that point Brady will remotely confirm that there is communication between the control nodes and the gateway, and will place the system to normal dusk to dawn operation.

In the event that a communication failure of some, or all, smart nodes or the gateway is encountered, the Design-Build Team shall coordinate with Brady to troubleshoot and resolve the failure.

6.40 MEASUREMENT AND PAYMENT

The Design-Build Team will be reimbursed by the Department for the actual verified cost of charges by Brady for LightGrid service charges. The service charges may include efforts by Brady to: commission the newly installed gateways and control nodes; place the GE LightGrid system into 24/7 operation; place the system in normal dusk to dawn operation; troubleshoot communication issues with the LightGrid system.

7.00 UNDERPASS LIGHTING

7.10 DESCRIPTION

Same as Article 1412-1 of the *2018 Standard Specifications*, except include a photocell receptacle.

7.20 MATERIALS

Same as Article 1412-2 except as amended below:

- Modify the last sentence of lines 1 and 2 of page 14-23 of the *2018 Standard Specifications* to read “Provide sealed, directional LED light engines covered by a glass refractor.”
- Add the following to the last paragraph of Article 1412-2 of the *2018 Standard Specifications*. “Provide a 7-pin photocontrol receptacle securely mounted to the enclosure.”

7.30 CONSTRUCTION METHODS

Same as Article 1412-3 of the *2018 Standard Specifications*, except add the following:

Install the photocontrol receptacle either directly to the top of the enclosure, or use a standoff bracket. If a standoff bracket is used, the conductor from the photocontrol receptacle to the disconnect panel shall be enclosed and secured in liquid-tight flexible metallic conduit.

Install a GE LightGrid smart node, as described in Section 5.00 of these Special Provisions, on the photocontrol receptacle and integrate with the existing Statewide lighting control system, as described in Section 6.00 above.

See Section 6.00 above for commissioning requirements.

7.40 MEASUREMENT AND PAYMENT

Same as Article 1412-4 of the *2018 Standard Specifications*. The GE LightGrid smart node and integration shall be paid for in other Sections of these Special Provisions.

EPOXY PAVEMENT MARKING MATERIAL

(12-15-15)

Description

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

Materials

Epoxy Pavement Marking Material shall conform to the requirements of Section 1087 of the 2018 *Standard Specifications for Roads and Structures* and the following:

Epoxy Composition

Epoxy pavement marking shall conform to the following materials:

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

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

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

Epoxy Pavement Marking Material

(A) Formulation

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

(B) Epoxide Value: ASTM D1652

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

(C) Amine Value: ASTM D2074

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

(D) Requirements

- | | |
|--|--------------------------|
| (1) Color | |
| Black: | Shall meet ASTM standard |
| (2) Hardness: | ASTM D2240 |
| Minimum Shore D hardness: | 80 |
| (3) Abrasion Resistance: | ASTM C-501 |
| Minimum wear index of catalyzed sample: | 80 |
| (4) Adhesion to Concrete: | ASTM D4541 |
| At 100% concrete failure: | greater than 325 psi |
| (5) Tensile Strength: | ASTM D638 |
| Minimum average tensile strength: | 6000 psi |
| (6) Compressive Strength: | ASTM D695 |
| Minimum compressive strength: | 12000 psi |
| (7) Drying Time: | ASTM D711 |
| Maximum drying time at $75 \pm 2^\circ$ F: | 10 minutes |
| (8) Gel Time: | ASTM D2471 |
| Maximum gel time: | 3 minutes |

(E) Material Certification:

Type 3 Material Certification and Type 4 Material Certification

Construction Methods

Epoxy Pavement Marking Material shall conform to the requirements of Section 1205 of the 2018 *Standard Specifications for Roads and Structures*.

(A) Application Equipment

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

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

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

Maintaining temperatures within the tolerances recommended.

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

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

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

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

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

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

(B) Weather Limitations

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

(C) Application

Produce epoxy pavement marking lines that have a minimum dry thickness of 15 mils when placed on concrete pavements and 20 mils when placed on asphalt pavements.

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

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

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

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

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

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

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

(D) Observation Period

Epoxy pavement markings shall be subject to a 30-day observation period.

Maintain responsibility for the pavement markings for a 30-day observation period beginning upon the satisfactory completion of all work required in the plans developed by the Design-Build Team. Guarantee the markings under the payment and performance bond in accordance with Article 105-17 of the 2018 *Standard Specifications for Roads and Structures*.

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

Provide pavement marking material, which during the 30-day observation period, shows no signs of failure due to blistering, excessive cracking, chipping, bleeding, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, spilling, poor adhesion to the pavement materials, vehicular damage, debonding and normal wear.

Replace, at no additional expense to the Department, any pavement markings that do not perform satisfactorily under traffic during the 30-day observation period.

SOUND BARRIER WALL

(3-6-15) (Rev. 9-11-17)

(A) Description

This work consists of furnishing precast panels, structural steel, concrete columns, and all other materials; handling, transporting, fabricating, galvanizing, and storing materials; furnishing erection drawings, pile excavation, backfilling, erecting and installing the sound barrier wall members and all other materials as required by the plans developed by the Design-Build Team, the 2018 *Standard Specifications for Roads and Structures* and this Project Special Provision.

Unless otherwise approved by the Engineer, the Design-Build Team has a choice of ten or 15-foot pile spacing. Pile spacing greater than 15 feet will not be permitted. Provide consistent pile spacing the entire length of the wall. Use odd pile spacing, if necessary, only at the ends of the wall and at turning points, as approved by the Engineer.

A maximum one-foot drop or rise in top of wall elevation between wall sections will be permitted. Elevation changes greater than one foot, if necessary, will be allowed only at the end of the wall. Top of wall elevation changes that result in a jagged appearance shall not be allowed. Unless otherwise approved by NCDOT, the wall shall adhere to the Design Noise Report developed by the Design-Build Team.

(B) Alternating Pile Spacing

As an alternate, the Design-Build Team may submit plans for pile spacing greater than 10 feet and less than 15 feet for review and approval. A submittal reducing the post spacing shall include the material and design specifications. The submittal shall also include an elevation view depicting the revised post spacing and proposed top of wall elevations. The proposed top of wall elevations shall be equal to or greater than the dimensions shown in the Design Noise Report developed by the Design-Build Team. The excavated hole diameter, excavation depth and reinforcing steel shall be equal to the amount required for 15-foot pile spacing. A variance in the reinforcing steel will be allowed for the length of horizontal and number of vertical reinforcement bars in the precast panel for the alternate pile spacing.

Submit two sets of detailed plans for review. Include all details in the plans developed by the Design-Build Team, including the size and spacing of required reinforcement necessary to fabricate the precast panels. Have a North Carolina Registered Professional Engineer check, seal and date the aforementioned plans.

(C) Alternative Wall Type

Walls that have been assigned “Approved” or “Approved for Provisional Use” status by the Product Evaluation Program will be considered for substitution to the detailed Standard Sound Barrier Wall only when approved by the Department. Alternate walls shall meet all

design and construction requirements of this RFP. Alternate wall structural stability and connection details shall conform to the current edition of the AASHTO LRFD Bridge Design Specifications.

Prior to submittal of Working Drawings, as described herein, submit a copy of the signed NCDOT Product Status Notification Letter and two sets of preliminary plans for review and acceptance. Include material specifications for all components. Once preliminary plans are accepted, submit Working Drawings in accordance with all applicable portions of the requirements herein, including details necessary to fabricate and construct the proposed alternate.

Have a North Carolina Registered Professional Engineer check, seal and date the plans developed by the Design-Build Team and, when requested, calculations.

(D) Materials and Fabrication

Provide materials and fabricate members in accordance with the Architectural Concrete Surface Treatment Project Special Provision found elsewhere in this RFP, and the requirements of Division 2 of the 2018 *Standard Specifications for Roads and Structures*.

Provide precast panels that are nominally 4 inches \pm ¼ inch thick with a simulated stone masonry textured surface on both faces. All texture shall extend outward from the nominal panel thickness. Furnish three 24" x 24" samples for approval which establish the acceptable variations in color, texture and uniformity. After the color, texture and uniformity of the furnished samples are approved, produce a full-scale panel unit meeting design requirements. This mock-up and the furnished samples establish the standard quality for determining approval of the panels. When producing the final installed panels, use fine and coarse aggregate, retarder, and cement from the same source as those used in the approved sample panels.

(E) Construction Methods

Complete the final survey of existing ground profile after clearing the sound barrier wall area, but prior to submitting any Working Drawings. Submit the final ground line survey with the Working Drawings.

Excavate holes with the diameters shown on the plans developed by the Design-Build Team. Perform pile excavation to the depths shown on the aforementioned plans and install piles as shown on the plans developed by the Design-Build Team with a tolerance of ½-inch per foot from vertical. Backfill excavations with concrete after placing piles.

1. Pile Excavation

Use equipment of adequate capacity and capable of drilling through soil and non-soil including rock, boulders, debris, man-made objects and any other materials encountered. Blasting shall not be permitted to advance the excavation. Blasting

for core removal shall only be permitted when approved by the Engineer. Dispose of drilling spoils in accordance with Section 802 of the 2018 *Standard Specifications for Roads and Structures* and as directed by the Engineer. Drilling spoils shall consist of all excavated material, including but not limited to water removed from the excavation either by pumping or drilling tools.

If unstable, caving or sloughing soils are anticipated or encountered, stabilize excavations with either slurry or steel casing. When using slurry, submit slurry details including product information, manufacturer's recommendations for use, slurry equipment information and written approval from the slurry supplier that the mixing water is acceptable before beginning drilling. When using steel casing, use either the sectional type or one continuous corrugated or non-corrugated piece. Steel casings shall consist of clean watertight steel of ample strength to withstand handling and driving stresses and the pressures imposed by concrete, earth or backfill. Use steel casings with an outside diameter equal to the hole size and a minimum wall thickness of ¼-inch.

2. Concrete Placement

Before placing concrete, center and support the pile in the excavation and check the water inflow rate in the excavation after any pumps have been removed. If the inflow rate is less than six inches per half hour, remove any water and free fall the concrete into the excavation. Ensure that concrete flows completely around the pile. If the water inflow rate is greater than six inches per half hour, propose a concrete placement procedure to the Engineer. The Engineer shall approve the concrete placement procedure before placing any concrete.

Fill the excavation with Class A concrete in accordance with Section 1000 of the 2018 *Standard Specifications for Roads and Structures*, except as modified herein. Provide concrete with a slump of six to eight inches. Use an approved high-range water reducer to achieve this slump. Place concrete in a continuous manner and remove all casings.

(F) **Working Drawings**

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

ARCHITECTURAL CONCRETE SURFACE TREATMENT

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

1.0 GENERAL

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

The Design-Build Team shall use the same source of form liner and color stains for all sound barrier wall panels and retaining walls. The architectural concrete surface treatment shall match the appearance (stone size, stone shape, stone texture, pattern and relief) of natural stone to resemble an ashlar stone pattern with panel staining on both sides to match the Grey Palette Color # FS 36376 found in the *Federal Standard 595B – Colors Used in Government Procurement*. Such color shall be submitted to the Department for final acceptance prior to implementation. All texture shall be in addition to the nominal thickness of the wall panels of four inches \pm ¼ inch. Maximum relief of the textured surface shall be 1¼ inch or less. The top 1'-0" of the top panel within each sound barrier wall segment shall have a smooth, non-textured and non-stained finish to resemble faux coping. Concrete columns shall remain unstained in their natural concrete color. There shall be an appreciable contrast between the colors of the unstained concrete columns and the stained panels. For information purposes only, sources of form liners in the ashlar stone pattern include, but are not limited to:

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

Architectural Polymers, Inc.
1220 Little Gap Road
Palmerton, Pennsylvania 18071
<http://www.architecturalpolymers.com/>
Pattern: Ashlar Stone # 904A

Fitzgerald Form Liners
1500 East Chestnut Avenue
Santa Ana, California 92701
<http://formliners.com/>
Pattern: Georgia Ashlar # 16999

The Design-Build Team has the option of supplying an alternative pattern of simulated stone form liner, as long as the pattern selected is approved, in writing, as an equal or approved alternative by the Engineer.

2.0 SUBMITTALS

Shop Drawings – The Design-Build Team shall submit for review and acceptance, plan and elevation views and details showing overall simulated stone pattern, joint locations, form tie locations, and end, edge or other special conditions. The drawings shall include typical cross sections of applicable surfaces, joints, corners, stone relief, stone size, pitch / working line, mortar joint and bed depths. If necessary, the Design-Build Team shall revise the shop drawings until the proposed form liner patterns and arrangement have been accepted by the Engineer. Shop drawings shall be of sufficient scale to show the detail of all stone and joint patterns. The size of the sheets used for the shop drawings shall be 22" x 34".

The form liner shall be patterned such that long continuous horizontal or vertical lines do not occur on the finished exposed surface. The line pattern shall be random in nature and shall conceal construction joint lines. Special attention shall be given to details for wrapping form liners around corners.

Shop drawings shall be reviewed and accepted prior to fabrication of any form liners.

Sample Sound Wall Panels – After shop drawings have been reviewed and accepted by the Engineer, the Design-Build Team shall construct three 24" x 24" transportable sample panel(s) at the project site. The materials used in construction of the sample panel(s) shall comply with Section 420 of the 2018 Standard Specifications for Roads and Structures. The sample panel(s) shall be constructed using form liners approved by the Engineer. Any sample panel that is not approved by the Engineer shall be removed from the project site and a new sample panel produced at no additional expense to the Department.

After the color, texture and uniformity of the furnished samples are approved by the Engineer, produce a full-scale unit meeting the design requirements. This mock-up and the furnished samples shall establish the standard quality for determining the panel approval.

Architectural surface treatments and patterns of the finished work shall achieve the same final effect as demonstrated on the approved sample panel(s). Upon approval by the Engineer, the sample panel(s) shall be used as the quality standard for the project. After the approval of the completed structure, the Design-Build Team shall dispose of the sample panels, as directed by the Engineer.

3.0 MATERIAL REQUIREMENTS

Form Liner – The form liner shall be a high quality, reusable product manufactured of high strength urethane rubber or other approved material which attaches easily to the form work system, and shall not compress more than ¼-inch when concrete is poured at a rate

of ten vertical feet per hour. The form liners shall be removable without causing deterioration of the surface or underlying concrete.

Form Release Agent – Form release agent shall be a non-staining petroleum distillate free from water, asphaltic, and other insoluble residue, or an equivalent product. Form release agents shall be compatible with the color system applied and any special surface finish.

Form Ties – Form ties shall be set back a minimum of two inches from the finished concrete surface. The ties shall be designed so that all material in the device to a depth of at least two inches back of the concrete face (bottom of simulated mortar groove) can be disengaged and removed without spalling or damaging the concrete. The Design-Build Team shall submit the type of form ties to the Engineer for approval.

Concrete Color System / Stain – Special surface color system shall be performed using approved coloring systems / stains suitable for the purpose intended and applied in a manner consistent with the design intent of the project. The approved sample panel shall be the basis for determining the appropriate color / stain application.

Color stains shall be a special penetrating stain mix as provided by the manufacturer and shall be medium to dark gray to achieve a full, natural color in the finished surface. The stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight, and / or weathering. Stain mix shall meet the requirements for mildew resistance of Federal Test Method Standard 144, Method 6271, and requirements for weathering resistance of 1,000 hours accelerated exposure measures by Weatherometer, in accordance with ASTM G 26. Color samples shall be submitted for approval by the Engineer. Final coloring system and the Grey Palette Color # FS 36122 shall be subject to approval by the Engineer.

Anti-Graffiti Coating – The Design-Build Team shall apply anti-graffiti coating that is compatible with the concrete color system / stain. After application, the anti-graffiti coating shall be dry to the touch within one hour and shall achieve a final cure within three hours. The color of the anti-graffiti shall be clear after full cure. The Design-Build Team shall provide one gallon of graffiti remover, thinners, dryers and all necessary components recommended by the manufacturer to the North Carolina Department of Transportation Materials and Tests Unit, Chemical Testing Engineer.

Quality Standards – Manufacturer of simulated stone masonry form liners and custom coloring system shall have at least five years' experience making stone masonry molds and color stains to create formed concrete surfaces to match the natural stone shapes, surface textures and colors.

The Design-Build Team shall schedule a pre-installation conference with a manufacturer representative and the Engineer to assure understanding of simulated stone masonry form liner use, color application, requirements for construction of sample panel(s), and to coordinate the work. The Design-Build Team shall disclose their source of simulated stone masonry manufacturer and final coloration contractor at the Preconstruction Conference.

4.0 CONSTRUCTION

Form Liner Preparation – Prior to each concrete pour, the form liners shall be clean and free of build-up. Each liner shall be visually inspected for blemishes and tears. Repairs shall be made in accordance with the manufacturer’s recommendations. Repairs shall be approved by the Engineer before being used. Form liner panels that do not perform as intended or are no longer repairable shall be replaced.

Form Liner Attachment – Form liners shall be securely attached to forms in accordance with the manufacturer’s recommendations, with less than a ¼-inch seam. Blend form liner butt joints into the stone pattern and finish off the final concrete surface. Create no visible vertical or horizontal seams or conspicuous form liner butt joint marks. At locations where the form liners are joined, carefully blend to match the balance of the stone pattern. Form liners shall be installed to withstand anticipated concrete placement pressures without leakage and without causing physical or visual defects. Wall ties shall be coordinated with the form liner system. The Design-Build Team shall have a technical representative from the form liner manufacturer on site for technical supervision during the installation and removal of form liners. Unless allowed by the Engineer, installation and removal of form liners shall not be permitted if the aforementioned technical representative is not present.

Form Release Agent – Form release agent shall be applied in accordance with the manufacturer’s recommendations. The material shall be compatible with the form liner material and the concrete coloring system and in accordance with this Project Special Provision. Form release agent shall be worked into all areas, especially pattern recesses.

Patching – Using patching materials and procedures in accordance with the manufacturer’s recommendations, all form tie holes and other defects in finished uncolored surface shall be filled or repaired within 48 hours of form removal.

Surface Finish – All surfaces that are to receive coloring agent application shall be free of all laitance, dirt, dust, grease, efflorescence, paint or any other foreign material prior to the application of coloring agent. Cleaning of surfaces shall be accomplished by pressure washing with water set at 3000 psi to remove laitance. The fan nozzle shall be held perpendicular to the surface at a distance of one to two feet. Sandblasting shall not be permitted.

Final surface shall be free of blemishes, discolorations, surface voids, and other irregularities. All patterns shall be continuous without visual disruption.

Reinforced concrete shall be finished in accordance with the 2018 *Standard Specifications for Roads and Structures*, except that curing of concrete shall be done to accommodate the application of coloring and surface finish treatment.

Grout Pattern Joints – Grout pattern joints shall be constructed to simulate the appearance of mortared joints produced in laid up masonry work. Grout pattern joints shall be produced in accordance with the form liner / concrete color system manufacturer.

Color / Stain Application – Finished concrete and patches shall stand in place 30 days after form liners are removed prior to application of coloring / staining agent. Maintain the concrete temperature between 40° F and 85° F during color / stain application and for 48 hours after color / stain application. Consult the manufacturer’s recommendations for preparation, application, curing and storage of coloring agents / stains. The Design-Build Team shall provide a Color Application Artist who is trained in the special techniques to achieve realistic surface appearances, if requested by the Engineer. Treated surfaces located adjacent to exposed soil or pavement shall be temporarily covered to prevent dirt or soil splatter from rain.

Anti-Graffiti Coating Application – The Design-build Team shall apply anti-graffiti coating after full cure of the color coating. The anti-graffiti coating shall be applied by brush, roller or airless spray when the ambient temperature is between 45° F and 90° F, and the surface temperature is between 50° F and 100° F. Ensure the surface is clean and dry before applying the anti-graffiti coating. The minimum dry film thickness of the anti-graffiti coating shall be 2.0 mils.

Following the completion of all work, repairs of any damage made by other construction operations shall be made to the form lined and colored surfaces, as directed by the Engineer.

Experience and Qualifications – The Design-Build Team shall have a minimum of three consecutive years’ experience in architectural concrete surface treatment construction on similar types of projects. The Design-Build Team shall furnish to the Engineer five references who were responsible for supervision of similar projects and will testify to the successful completion of these projects. Include name, address, telephone number, and specific type of application.

APPLICATION OF BASE AND PERMANENT ANTI-GRAFFITI COATING

(6-2-16)

SP

GENERAL

This work consists of preparing and cleaning concrete and galvanized surfaces as well as furnishing and applying a colored base coating with a compatible permanent anti-graffiti finish coating to the surfaces described herein. The base coating and anti-graffiti coating shall be applied to all surfaces indicated on the plans developed by the Design-Build Team and / or as directed by the Engineer and shall be applied only after the surface preparation specified herein has been completed, inspected and approved by the Engineer.

Alternate coating methods may be submitted for review and approval.

MATERIALS

The base coating shall be compatible with the permanent anti-graffiti finish coating and must be designed specifically for coating galvanized surfaces or damp, uncured concrete. The coating material shall be delivered to the job site in sealed containers bearing the manufacturer's original labels. The brand, color, and type shall be clearly marked on each container. A copy of the manufacturer's Materials Safety Data Sheet and a copy of the manufacturer’s printed instructions shall be presented to the Engineer at the time of delivery.

The coating material shall be stored in airtight, upright containers. The containers shall be stored in a dry location where the temperature remains above 40° F and below 100° F.

The coating material shall have a shelf life of not less than 12 months. After application, the base coating shall be dry to the touch within 48 hours and shall achieve a final cure within two to three weeks. After application, the permanent anti-graffiti coating shall be dry to the touch within one hour and shall achieve a final cure within three hours.

The color of the base coating and area of application shall be in accordance with the Federal Standard 595.

The color of the permanent anti-graffiti coating shall be clear after full cure.

Prior to application, provide one gallon of graffiti remover, thinners, dryers and all necessary components recommended by the manufacturer to the NCDOT Materials and Tests Unit, Chemical Testing Engineer for review and acceptance.

MATERIAL TESTING AND CERTIFICATION

Prior to applying coating material, a Type 2 certification shall be provided to the Engineer attesting that the product furnished is in accordance with the same formula as that previously subjected to the tests specified below and approved. Copies of the current tests reports shall be attached to the certification. Reports for tests made more than four years prior to shipment to the project site will not be accepted.

All testing shall be performed by a qualified commercial testing laboratory that has been approved by the NCDOT Materials and Tests Unit.

Prior to application, the coating shall be subjected to, and shall satisfy, the requirements of the tests listed below:

Freeze-Thaw

1. Three concrete specimens, not less than four inches by six inches by six inches, of the mix design for the structure shall be cast and cured. Fourteen days moist curing with a drying period at room temperature, 60° F to 80° F, for 24 hours shall be required before applying the coating material to the specimens. Caution shall be taken that there be no excessive oil on specimen forms. The coating shall be applied to the sides of specimens at a spreading rate of 50 ± 10 square feet per gallon. Brush application will be permitted. Cementitious coatings shall be cured at room temperature and 30 percent relative humidity for 24 hours; at room temperature and 90 percent relative humidity for 48 hours; and at room temperature and 50 percent relative humidity for four days; for a total curing time of seven days.
2. The specimens shall be immersed in water at room temperature for three hours, then removed.

3. The specimens shall be placed in cold storage at -15° F for one hour and then removed.
4. The specimens shall be thawed at room temperature for one hour.
5. Steps 3 and 4 shall be repeated for a total of 250 cycles. At the end of 250 cycles, the specimens shall show no visible defects.

Accelerated Weathering

Coating shall be subjected to a 7,500-hour exposure test in a Twin-Carbon-Arc-Weatherometer, ASTM G 23, Type D, at an opening temperature of 145° F. The test shall be made at 20-minute cycles consisting of 17 minutes of light; and three minutes of water spray plus light. At the end of the exposure test, the exposed samples shall show no chipping, flaking, or peeling. The panels for this test shall be prepared by applying the coating at a spreading rate of 50 ± 10 square feet per gallon to both sides and edges of panels cut from asbestos cement shingles in accordance with Federal

Specification S-S-346, Type I. Curing time shall be in accordance with Freeze-Thaw Test curing time.

Fungus Growth Resistance

In accordance with Federal Specification TT-P-29g, coating shall pass a fungus resistance test. Fungus growth shall not be indicated after a minimum incubation period of 21 days.

Abrasion Resistance

In accordance with Method 6191 Abrasion Resistance-Falling Sand, Federal Test Method Standard 141a, ASTM D968-81, coating shall pass the 2,000 liter sand abrasion test. The specimens for this test shall be prepared by applying the coating to a cleaned steel panel at a spreading rate of 50 ± 10 square feet per gallon. The specimens shall be cured at room temperature for 21 days.

Impact Resistance

Coating shall be applied to a concrete panel prepared in accordance with the Federal Test Method Standard 141a, Method 2051, at a spreading rate of 50 ± 10 square feet per gallon, and allowed to cure for 21 days at room temperature. The test shall then be run using the Gardner Mandrel Impact Tester in accordance with ASTM D 2794, using a one-half inch indenter with an impact load of six inch-pounds. The coating shall show no chipping under this impact load.

Salt-Spray Resistance

A concrete specimen shall be coated at the rate of 50 ± 10 square feet per gallon and cured for 21 days at room temperature. In accordance with ASTM B 117, the coated specimen shall be exposed to a five percent salt solution for 2,500 hours where the atmospheric temperature is maintained at $90^{\circ} \pm 2^{\circ}\text{F}$. At the end of the 2,500 hours of exposure, the coating shall show no ill effects, loss of adhesion, or deterioration.

Flexibility

A sheet metal specimen shall be coated at a rate of 50 ± 10 square feet per gallon and allowed to cure for 48 hours at room temperature. The coated specimen shall be bent at 180 degrees over a one-inch round mandrel. After bending, the coating shall show no breaking.

In addition to the certification and test reports required above, a service record shall be supplied showing that the coating material has a satisfactory service record on concrete and, when applicable, galvanized surfaces for a period of not less than five years prior to the date of submission of the service record. The coating shall also have shown satisfactory service characteristics without peeling, chipping, flaking, and non-uniform change in texture or color. The structure for the specific product shall be named in the service record.

In addition to the above requirements, each batch delivered to the project shall be sampled and tested for color and the following product analysis data submitted:

- (a) Weight per gallon
- (b) Viscosity in Krieb units
- (c) Weight percent pigment
- (d) Weight percent vehicle solids
- (e) Infrared spectra of vehicle solution
- (f) Drying time

SURFACE PREPARATION

Prepare concrete surfaces and galvanized surfaces in accordance with Section 420-17(B) and Section 442-13 of the 2018 *Standard Specifications for Roads and Structures*, respectively, or the manufacturer's recommendations, whichever is more restrictive. All surfaces to be coated shall be free of efflorescence, flaking coatings, dirt, oil, curing compounds, release agents and other deleterious substances prior to the application of the coating.

Concrete curing compounds and release agents shall be removed. Water blasting will be allowed; however, the blasting operation shall not remove or damage the concrete.

Prior to application of the coating, all concrete surfaces to be coated shall be sprayed with water. If the water soaks into the concrete surfaces, the coating may be applied once all surfaces dry. If the water beads up and is repelled, the surfaces require further cleaning before application of the coating.

APPLICATION

The coating application, including equipment used, shall be in accordance with the manufacturer's recommendations. The coating shall be applied by qualified personnel with previous experience similar to the work outlined in the plans developed by the Design-Build Team.

The material shall be thoroughly mixed in its original container and shall not be thinned. Containers with coatings that have formed skins shall not be permitted for use.

The base coating may be applied over damp, but not wet concrete surfaces and shall be applied at a rate of 50 ± 10 square feet per gallon. The application rate shall produce a uniform color texture. The base coating shall be applied only when the ambient temperature is between 40° F and rising, and 100° F. It shall not be applied over frozen surfaces or if rain is imminent. If a freshly applied surface is damaged by rain, re-coating may be necessary based solely on the Engineer's assessment of the damage.

Schedule the application of the base coating as one of the final finishing operations or when construction-generated dust will be minimal. To prevent lap marks, a wet edge shall be maintained at all times. Stopping and starting in mid-sections will not be allowed. Start or end at natural breaks in the surface (e.g. at panel edges, corners or joints). When applying the base coating with a roller, the material shall be applied in vertical strokes initially, cross rolled for even film and appearance, and then finished with vertical strikes.

Apply the permanent anti-graffiti coating by brush, roller or airless spray when the ambient temperature is between 45° F and 90° F, and the surface temperature is between 50° F and 100° F. Ensure the surface is clean and dry before applying the anti-graffiti coating.

FINISHED PRODUCT

All coating material in the finished state shall be capable of accommodating the thermal and elastic expansion ranges of the concrete or, when applicable, galvanized surfaces without cracking.

The texture of the completed finish coat shall be similar to that of rubbed concrete. The completed finished coating shall be tightly bonded to the structure and present a uniform appearance and texture. Additional coats may be required by the Engineer in order to produce the desired surface texture and uniformity.

Coatings shall be entirely removed from the structure and reapplied if there is failure to positively adhere as evident by chipping, flaking, peeling, or the desired surface appearance is not achieved.

The average thickness of the completed finish coating shall not exceed 1/8 of an inch. The minimum dry film thickness of the anti-graffiti coating shall be 2.0 mils.

CUTTING OF STEEL SIGN HANGERS ON OVERHEAD SIGNS

(2-29-16)

SPI

Description

Cut and dispose of the portion of the sign hangers that is extended below the bottom edge of the signs for the mounting of sign lighting. Cut and dispose of the portion of the sign hangers that extends above the top edge of the signs that have been repositioned on the overhead sign structure.

Materials

Organic Non-Aerosol Zinc Repair PaintArticle 1080-9

Construction Methods

The sign hangers shall be cut at a distance specified by the Engineer. The hangers shall be cut in a manner that does not damage existing signing components or roadway facility. Areas disturbed or damaged in performance of this work shall be repaired by the Design-Build Team at no cost to the Department.

Cutting of the sign hangers shall be done by a method approved by the Engineer. Oxygen cutting shall be done in accordance with Section 1072-11 of the 2018 *Standard Specifications for Roads and Structures*. Repair the cut and / or any damaged members of the sign hangers with two coats of an approved organic non-aerosol zinc repair paint. Paint materials used shall be in accordance with Section 1080-9 of the 2018 *Standard Specifications for Roads and Structures*.

All material shall be removed and disposed of in accordance with State and Local codes, regulations, and ordinances and shall be in accordance with the Section 907 of the 2018 *Standard Specifications for Roads and Structures*.

HIGH VISIBILITY TRAFFIC CONTROL DEVICES

(7/10/2018)

Description

In accordance with this RFP, the Design-Build Team shall furnish and install High Visibility devices for projects on Interstates and Freeways with durations of 24 months or more. High Visibility devices include drums, stationary work zone signs and portable work zone signs. All of these devices shall be new. Used devices are not acceptable.

The purpose of High Visibility devices is to enhance the conspicuity of the devices in order to improve both safety and mobility through the Interstate and Freeway work zones. In addition, using new devices help to ensure they remain in compliance with required retroreflective properties for the full life of the project and to improve the overall appearance of Significant Work Zones throughout the State.

Materials

A) General

Use materials in accordance with the Manufacturer's recommendations that will retain both durability and retroreflectivity as described elsewhere in this project special provision for a period of at least 36 months.

The following are required High Visibility devices to be used for Work Zone Performance applications.

- Drums (Type XI fluorescent orange sheeting)
- Stationary Work Zone Signs
- Rigid Portable Work Zone Signs

All drums shall be new and meet the existing requirements of Section 1089-5 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and shall have Type XI fluorescent orange sheeting that meets the retroreflective requirements of Section 1092-2 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

All stationary work zone signs shall be new and meet the existing requirements of Section 1089-1 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. Legend overlays are prohibited and shall not be accepted on the Interstate/Freeway or associated intersecting roadways.

All portable work zone signs shall be new and have composite substrates as described in Section 1089-1 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. The remainder of the existing requirements of Section 1089-1 of the 2018 NCDOT *Standard Specifications for Roads and Structures* remain. Used sign stands are acceptable.

B) Material Qualifications / Certifications

Only use materials as listed above that are on the NCDOT Approved Products List. In addition, provide a Type 3 Material Certification for all materials in accordance with Section 106-3 and Section 1087-4 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

(C) Performance

Poor performance of any device or sign at any site, whether or not related to a specific contract may be grounds for removing the material from the NCDOT Approved Products List and / or removing from any project under contract.

Construction Methods

All requirements of Section 1110-3 and Section 1130-3 of the 2018 NCDOT Standard Specifications for Roads and Structures shall apply except roll up signs are not permitted for use. The use of skinny drums is prohibited for any nighttime lane closures on Interstates and Freeways.

Maintenance

Replace any sign or drum that prematurely fails due to any damage or defect that causes it to perform unsatisfactorily with an “in kind” device of similar quality and age according to the guidelines set forth in the American Traffic Safety Service Association’s (ATSSA) Quality Guidelines for Work Zone Traffic Control Devices. An “in kind” replacement sign or drum is not required to be new, however, it shall be less than 1 year old and have 100% of its original sheeting area and at least 85% of the retroreflective qualities of a new device, so that it is undetectable adjacent to the original devices and signs placed on the project.

SEQUENTIAL FLASHING WARNING LIGHTS:

(10/08/2016)

Description

In accordance with this RFP, the Design-Build Team shall furnish and install Sequential Flashing Warning Lights on drums used for merging tapers during nightly work activities on interstates and freeways with speed limits greater than 55 MPH and or facilities that have significant traffic volumes.

The purpose of these lights is to assist the motorist in determining which direction to merge when approaching a lane closure. It’s also designed to reduce the number of late merges resulting in devices being struck and having to be reset to maintain positive guidance at the merge point. The successive flashing of the lights shall occur from the upstream end of the merging taper to the downstream end of the merging taper in order to identify the desired vehicle path.

Materials

The Sequential Flashing Warning Lights shall meet all of the requirements for warning lights within the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

Each light unit shall be capable of operating fully and continuously for a minimum of 200 hours when equipped with a standard battery set.

Each light in the sequence shall be flashed at a rate of not less than 55 times per minute and not more than 75 times per minute. The flash rate and flash duration shall be consistent throughout the sequence.

Supply a Type 3 Certification (Independent Test Lab results) documenting all actual test results for the specified parameters contained in the Institute of Transportation Engineer's (ITE's) *Purchase Specification for Flashing and Steady Burn Warning Lights*. The laboratory shall also identify all manufacturer codes and part numbers for the incandescent lamp or LED clusters, lenses, battery, and circuitry, and the total width of the light with the battery in place. The complete assembly shall be certified as crashworthy when firmly affixed to the channelizing device.

All Sequential Flashing Warning Lights shall be on the NCDOT Work Zone Traffic Control Approved Products List.

Construction Methods

Sequential Flashing Warning Lights are to be used for night time lane closures.

These lights shall flash sequentially beginning with the first light and continuing until the final light.

The Sequential Flashing Warning Lights shall automatically flash in sequence when placed on the drums that form the merging taper.

The number of lights used in the drum taper shall equal the number of drums used in the taper.

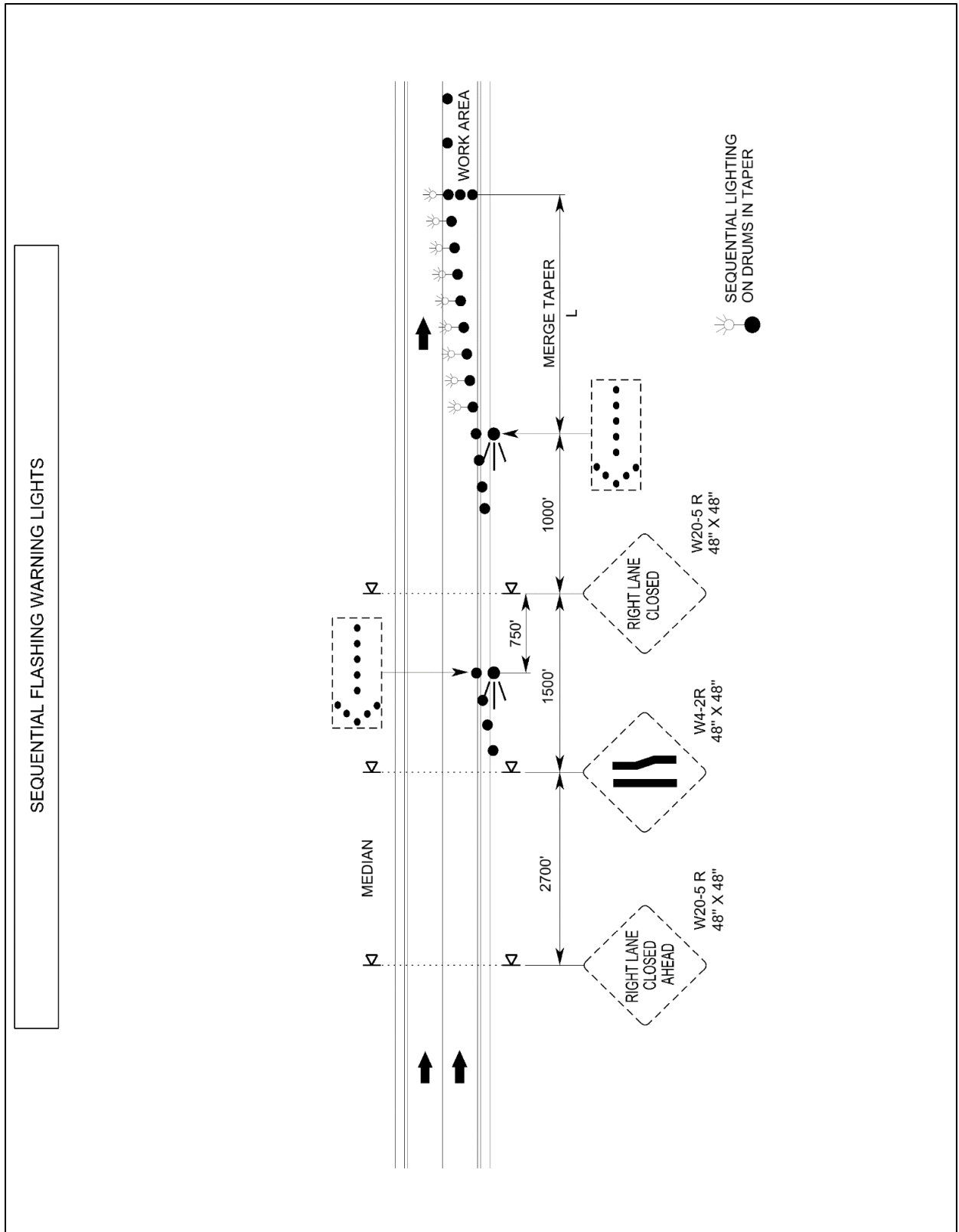
Drums are the only channelizing device allowed to mount sequential flashing warning lights.

The Sequential Flashing Warning Lights shall be weather independent and visual obstructions shall not interfere with the operation of the lights.

The Sequential Flashing Warning Lights shall automatically sequence when placed in line in an open area with a distance between lights of 10 to 100 feet. A 10-foot stagger in the line of lights shall have no adverse effect on the operation of the lights.

If one light fails, the flashing sequence shall continue. If more than 1 light fails, all of the lights are to be automatically turned to the "off" mode. Non-sequential flashing is prohibited.

When lane closures are not in effect, the Sequential Flashing Warning Lights shall be deactivated.



WORK ZONE DIGITAL SPEED LIMIT SIGNS:

(10/08/2016)

Description

In accordance with this RFP, the Design-Build Team shall furnish and install Work Zone Digital Speed Limit Signs on interstates and freeways with speed limits greater than 55 MPH and on facilities that have significant traffic volumes and impacts. These signs are regulatory speed limit signs with LED displays for the speed limit numbers. The purpose of Digital Speed Limit signs is to easily change work zone speed limits between activities that necessitate the need for a lower speed limit and the ones that do not.

Materials

Digital Speed Limit Signs shall be a minimum 36” wide x 48” high. The speed limit sign (R2-1) shall be black on white with high intensity white prismatic sheeting.

The Digital Speed Limit sign shall be mounted such that the bottom of the sign is 7’ above roadway.

The LED panel shall be a minimum of 18” wide x 28” high. The display on the LED panel shall be amber or white.

The LED numbers shall have a minimum 5 wide by 7 high pixel array with a minimum height of 18”.

The LED panel shall have auto brightness/dimming capability.

The black on orange “WORK ZONE” sign shall be mounted above the Speed Limit sign. It shall be 36” wide x 24” high with high intensity prismatic orange sheeting.

The black on white “\$250 FINE” sign shall be mounted below the Speed Limit sign. It shall be 36” wide x 24” high with high intensity prismatic white sheeting.

All digital speed limit systems shall have operational software and wireless communications that allows for remote operation and data monitoring. It shall be configured to allow access by the Engineer or his designee to change each sign independently or change the speed limit on all signs at once from a PC, tablet or cellular phone application.

Digital Speed Limit Signs may be trailer mounted or stationary mounted. The unit shall be Solar powered and have the ability to operate continuously. It shall be supplemented with a battery backup system which includes a 110/120 VAC powered on-board charging system.

The batteries, when fully charged; shall be capable of powering the display for 20 continuous days with no solar power. The unit shall be capable of being powered by standard 110/120 VAC power source.

Store the battery bank and charging system in a lockable, weather and vandal resistant box.

Optional Equipment/Capabilities

Work Zone Digital Speed Limit systems may include speed data collection. If provided, this information is to be available in a spreadsheet format and accessed remotely from a secure cloud location.

The Work Zone Digital Speed Limit systems may have radar equipment to detect approaching speeds.

The Work Zone Digital Speed Limit systems may have flashing beacons. If used, the beacons are to be 12” diameter LED circular yellow. They may be mounted either above, beside or below the sign assemblies and are to be centered horizontally. If used, the beacons shall alternately flash at rates not less than 50 or more than 60 times per minute.

All Work Zone Digital Speed Limit equipment shall be on the NCDOT Work Zone Traffic Control Approved Products List.

Construction Methods

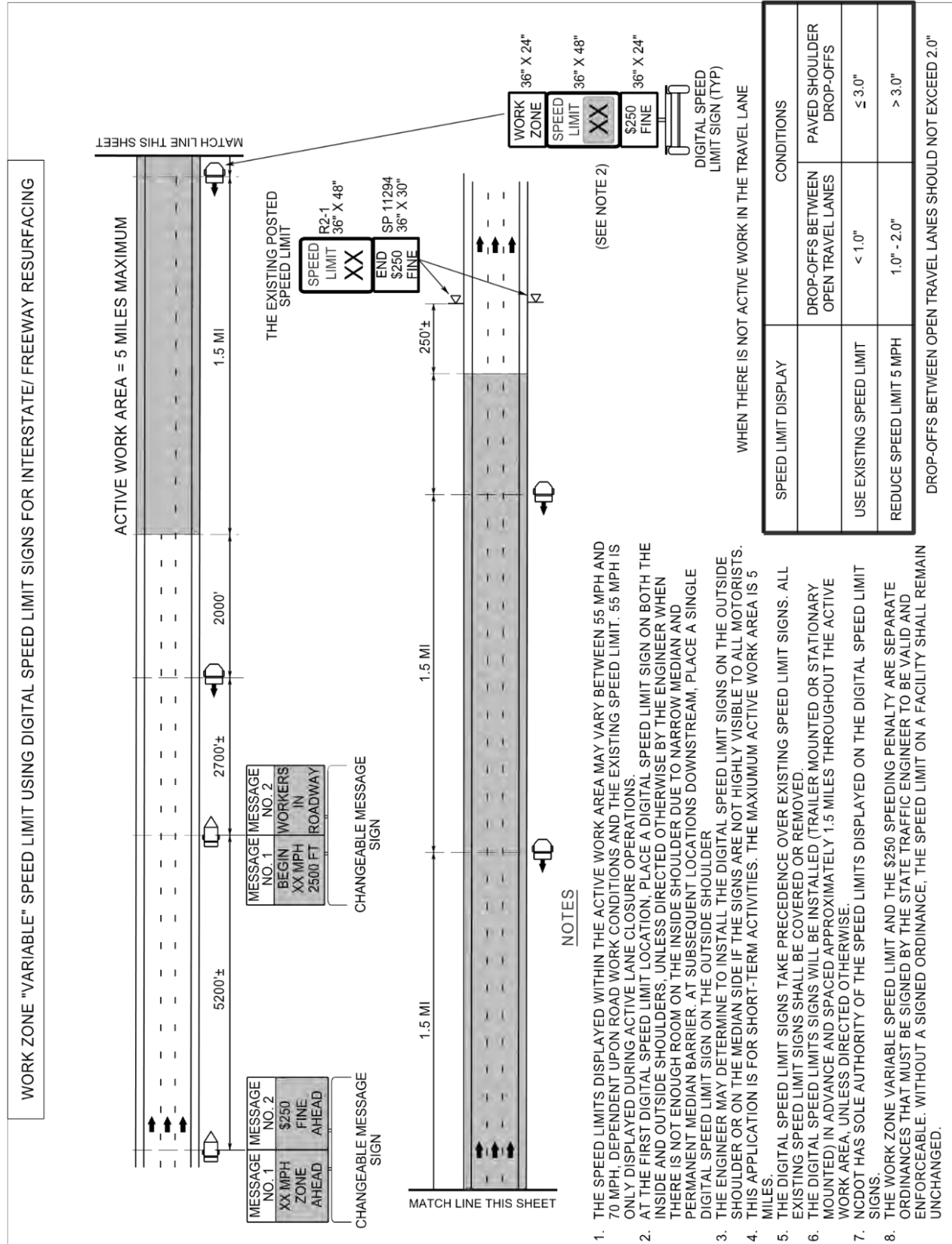
The Speed Limit shall be continuously displayed on the signs. The speed limits are the sole authority of the NCDOT. All speed limits are to be ordinances by the State Traffic Engineer in order to have a lawfully enforceable speed limit.

The Regional Traffic Engineering Office and the Division Construction Engineer in coordination with the Work Zone Traffic Control Section will provide all Work Zone Speed Limit recommendations based on activities and conditions.

The Contractor will be responsible for coordinating with the Engineer when the Work Zone Speed Limits are to be changed and will have to seek approval by the Engineer or his designee before the Speed Limit is changed.

If the system has radar equipment and flashing beacons, the Digital Speed Limit systems shall have beacons activated when the “55 MPH” speed limit is being displayed. At all other speed limit displays (60 MPH, 65 MPH, 70 MPH), the beacons are not to be automatically activated until approaching speeds are detected to be 7 MPH or higher above the posted speed limit.

Whenever possible, each trailer mounted unit shall be placed on the paved shoulder and shall have the capability of being leveled.



WORK ZONE PERFORMANCE PAVEMENT MARKINGS:

(06/04/2015)

Description

In accordance with this RFP, the Design-Build Team shall furnish and install Work Zone Performance pavement markings that delineate the travel way for work zone traffic patterns on high speed (greater than 55 MPH) facilities and or facilities that have significant traffic volumes and impacts. The purpose of Work Zone Performance pavement marking is to provide a more durable work zone pavement marking that will last the full duration of a traffic pattern during any particular phase of construction without having to be replaced or reapplied for a period of up to 12 months. In addition, they are to provide a higher performance level for both initial and residual retroreflectivity than standard traffic paints to improve nighttime work zone visibility.

Materials

A) General

Use materials in accordance with the Manufacturer's recommendations that will retain both durability and a minimum retroreflectivity as described elsewhere in this specification for a period of up to 12 months.

In addition, it shall be manufactured to bond successfully to both concrete and asphalt pavements. The pavement marking materials shall be applied in a single application. The following are approved materials to be used for Work Zone Performance pavement marking applications.

- Polyurea
- Thermoplastic (Extruded and Sprayed)
- Epoxy
- Polymer (Single System)
- Cold Applied Plastic (Type IV)

B) Material Qualifications/Certifications

Only use Work Zone Performance pavement marking materials as listed above that are on the NCDOT Approved Products List. In addition, provide a Type 3 Material Certification for all materials and a Type 3 and Type 4 certification for all reflective media in accordance with Article 106-3, and Section 1087-4 of the North Carolina Standard Specifications for Roads and Structures.

C) Performance

Poor performance of Work Zone Performance pavement marking materials at any site, whether or not related to a specific contract may be grounds for removing the material from the NCDOT Approved Products List and or removing from any project under contract.

Construction Methods

Do not use hand applied methods or any other non-truck mounted application equipment /device to install Work Zone Performance pavement markings for applications longer than 1000 feet. All Work Zone Performance pavement markings are to be installed in a single application.

A) Testing Procedures

All Work Zone Performance pavement markings will be tested by the Department through an independent Mobile Retroreflective Contractor. The Work Zone Performance pavement markings will be scanned to ensure the retroreflectivity requirements in Section C of this specification are met.

B) Application Equipment

See Section 1205 of the NCDOT *Standard Specifications for Roads and Structures*.

C) Material Application

The Work Zone Performance pavement marking material shall be applied at the following minimum thicknesses:

Polyurea =	20 mils wet
Epoxy =	20 mils wet
Thermoplastic =	50 mils (Extruded or Sprayed)
Polymer =	20 mils wet
Cold Applied Plastic (IV) =	Manufacturer's recommendation

Unless otherwise stated in the plans, the line widths are as follows:

Edge lines, Solid Lane Lines, Skip and Mini-Skip Lines =	4"
Gorelines =	8"

“No track” dry times for the liquid systems shall be 10 minutes or less. Traffic shall not be placed on any material until it’s sufficiently dry/cured to eliminate wheel tracking. The minimum level of retroreflectivity for any Work Zone Performance pavement marking system selected is as follows:

Reflectometer Requirements for Work Zone Performance Pavement Markings

Color	Initial	6 Months
White	375 mcd/lux/m ²	275 mcd/lux/m ²
Yellow	250 mcd/lux/m ²	150 mcd/lux/m ²

The above chart describes the retroreflectivity levels the work zone performance pavement markings are required to meet during initial placement and maintain for a minimum of 6 months.

Initial retroreflective measurements will be taken with a mobile retroreflectometer within 30 days after initial placement. The Contractor shall notify the Engineer 7-10 days prior to the installation of new pavement marking lines. Accordingly, the Engineer will notify the Signing and Delineation Unit's Standards Engineer so the Mobile Retroreflective Contractors can be scheduled to measure the pavement markings for compliance.

In addition, work zone performance pavement markings are intended to maintain hardy retroreflective levels for the full 12-month duration. If the markings appear to be non-performing within the first 6 months, the Engineer may request additional retroreflectivity readings be taken.

If and when this becomes necessary, the same notification procedure as described above will be used to have markings read by the Mobile Retroreflective Contractors.

If measured and found not to be in reasonable compliance, the markings are to be replaced at no cost to the Department.

If Work Zone Performance pavement markings are snowplowed within their 12-month expected life, the material shall be durable to withstand a single snow event without showing excessive fatigue in both bond and retroreflectivity. However, if excessive damage has occurred during a single event or multiple snow plow events, resulting in more than 25% of the pavement marking edgelines or skips being physically removed, then the Work Zone Performance pavement markings are to be replaced at the contract unit price unless the traffic pattern is to change within 30 days.

Unless the Work Zone Performance pavement marking is replaced due to excessive damage, it shall meet the following minimum retroreflectivity values within the single snow event.

Reflectometer Requirements for Work Zone Performance Pavement Markings After Single Snow Event

Color	MINIMUM
White	150 mcd/lux/m ²
Yellow	100 mcd/lux/m ²

If the work zone experiences more than more than 1 snow event requiring snowplowing, the retroreflectivity numbers in the chart no longer apply. The Engineer will determine if the pavement markings are still performing adequately or if replacement is necessary due to excessive damage caused by snowplow activities. If the markings are found to be deficient, they shall be replaced at the contract unit price unless the traffic pattern is to change within 30 days.

D) Surface Preparation

All pavement surfaces to receive Work Zone Performance pavement markings are to be swept clean and prepared in accordance with the Manufacturer's recommendation.

E) Temperature and Weather Limitations

Do not apply Work Zone Performance pavement markings unless the ambient air temperature and the pavement temperature is 50°F or higher for thermoplastic and is 40°F or higher for all other materials. Do not install unless the pavement surface is completely dry and not within 4 hours of a heavy rain event such as a thunderstorm with rainfall intensities greater than 1 inch/per hour.

In the event a traffic shift has to take place when the air and pavement temperatures are below the required minimums or if a rain event occurs prior to or during a planned traffic shift, upon approval by the Engineer, an acceptable alternative is to install temporary pavement marking. Use 1 application of standard traffic paint to produce a 4" line with at 15 mils (wet). Beads shall also be applied to provide proper retroreflectivity until the "performance" material can be installed. The Work Zone Performance pavement markings shall be applied within 90 days of installation of the temporary pavement markings.

Maintenance

Replace any Work Zone Performance pavement material that prematurely fails due to debonding or excessive wearing where it doesn't maintain its retroreflectivity for the required 12-month duration. Any traffic control and Work Zone Performance pavement marking costs due to replacement is at no cost to the Department unless it's due to excessive damage caused by snowplow damage.

TYPICAL MEDIAN ACCESS AREAS:

(12/18/18)

Description

Perform the work covered by this section including, but not limited to, constructing, maintaining, and removing Typical Median Access Areas for construction vehicle ingress to and egress from the median to/from active travel lanes on controlled access facilities.

Typical Median Access Areas are not required when construction vehicle ingress and egress is conducted using lane closures as shown on detail 1101.05, Sheet 2 of 2 of the *2018 Roadway Standard Drawings*.

Materials

Refer to Divisions 6, 10, 11, 12, and 17 in the 2018 *Standard Specifications for Roads and Structures*.

Provide temporary traffic control devices listed on the NCDOT Approved Products List (APL).

Provide Work Zone Performance Pavement Markings for Design-Build Projects (See Project Special Provision)

Provide High Visibility Devices (See Project Special Provision)

Flashing Beacon and Detection System:

(A) General

Provide flashing beacon and detection system components listed on the NCDOT ITS and Signals Qualified Products List (QPL).

Provide a trailer mounted flashing beacon and warning sign assembly that meets or exceeds the physical and operational requirements of the MUTCD, or other mounting method approved by the Department. The following specifications supplement those basic requirements.

Provide a totally mobile complete unit capable of being located as traffic conditions demand.

The warning sign height shall comply with detail 1110.01, sheet 1 of 3 of the *2018 Roadway Standard Drawings* when raised in the upright position.

The flashing beacon housing assembly shall be of weather resistant construction.

(B) Power System

Provide a unit that is solar powered and supplemented with a battery backup system that includes a 110/120 VAC powered on-board charging system.

The unit shall also be capable of being powered by standard 110/120 VAC power source.

The batteries, when fully charged, shall be capable of powering the display for 20 continuous days with no solar power.

Store the battery bank and charging system in a lockable, weather, and vandal resistant box.

(C) Controller

Provide automatic brightness/dimming of the display and a manual override dimming switch.

The controller shall provide a battery-charge status indicator.

Mobile radio or any other radio transmissions shall not affect the controller.

Store the controller in a lockable, weather and vandal resistant box.

(D) Trailer

Finish all exterior metal surfaces with Federal orange enamel per Federal Standard 595a, color chip ID# 13538 or 12473 respectively. The trailer shall be able to support a 100-mph wind load with the display fully extended.

The trailer shall be equipped with leveling jacks capable of stabilizing the unit in a horizontal position when located on slopes 6:1 or flatter.

The trailer shall be properly equipped in compliance with North Carolina Law governing motor vehicles.

Provide a minimum 4-inch wide strip of fluorescent orange retroreflective sheeting to the frame of the trailer. Apply the sheeting to all sides of the trailer. The retroreflective sheeting shall be Grade B that conforms to Article 1092-2 in the 2018 *Standard Specifications for Roads and Structures*. Drums may be supplemented around the unit in place of the sheeting.

(E) Reliability

Provide a sign unit, flashing beacons, and detection system with all components rated to operate at temperatures ranging from -30°F to 165°F.

Construction Methods

See Typical Median Access Detail (attached).

Temporary Acceleration Lane

Construct a temporary acceleration lane with a minimum length of 1720' and a minimum clear width of 12' for the full length of the temporary acceleration lane. At least 920' of parallel merge/diverge area is required adjacent to the active travel lanes. The detection zone will be located from the beginning of the paved area to within 100' of the end of the PCB. It shall have protection separating it from active travel lanes for the first 500'.

The Temporary Acceleration Lane shall use either existing or proposed pavement, where available. If existing or proposed pavement is not available, construct temporary pavement as follows: 1.25" S9.5B, 2.5" I19.0C, and 8" ABC. Install and maintain pavement in accordance with Division 6.

Using Work Zone Performance Pavement Markings, install 12" yellow diagonals lines (2:1 slope) at 100' intervals throughout the upstream half of the parallel merge/diverge area, and at 55' intervals throughout the downstream half of the parallel merge/diverge area. Remove any conflicting markings in accordance with Section 1205.

Flashing Beacons and Detection System

Provide High Visibility advance warning signage as shown in the attached detail. Provide a flashing beacon system with two (2) flashing lights per sign to alert motorists in the active travel lanes of work vehicles entering from the median.

Provide a non-intrusive detection system capable of detecting vehicles in the work area at least 100' in advance of the parallel merge/diverge area. The detection system shall be programmed such that passing public traffic in active travel lanes and vehicles in the work area not intending to use the parallel merge/diverge area are not detected.

Once detection occurs, the beacons on the advance warning sign(s) shall begin flashing immediately at a rate of not less than 50 or more than 60 times per minute. The beacons on the advance warning sign(s) shall flash continuously in an alternating pattern at all times that work vehicles are detected. The beacons shall continue flashing for thirty (30) seconds after detection ceases before turning off, and personnel on site shall have the ability to adjust this time based on field conditions. The flashing beacon system shall remain dark when idle.

Expedite repairs due to failure, malfunction or damage to the flashing beacons and/or detection system. Furnish another flashing beacon system or detection system approved by the Department during the repair time. Repair or replace flashing beacon system and/or detection systems immediately; otherwise, suspend all construction activities requiring the use of the Median Access Area until the flashing beacon system and/or detection system is restored to operation.

Perform all maintenance operations recommended by the manufacturer of the flashing beacon system and detection system.

Location, Placement, and Use

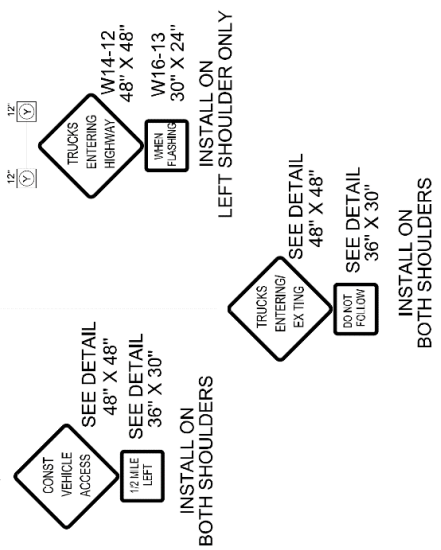
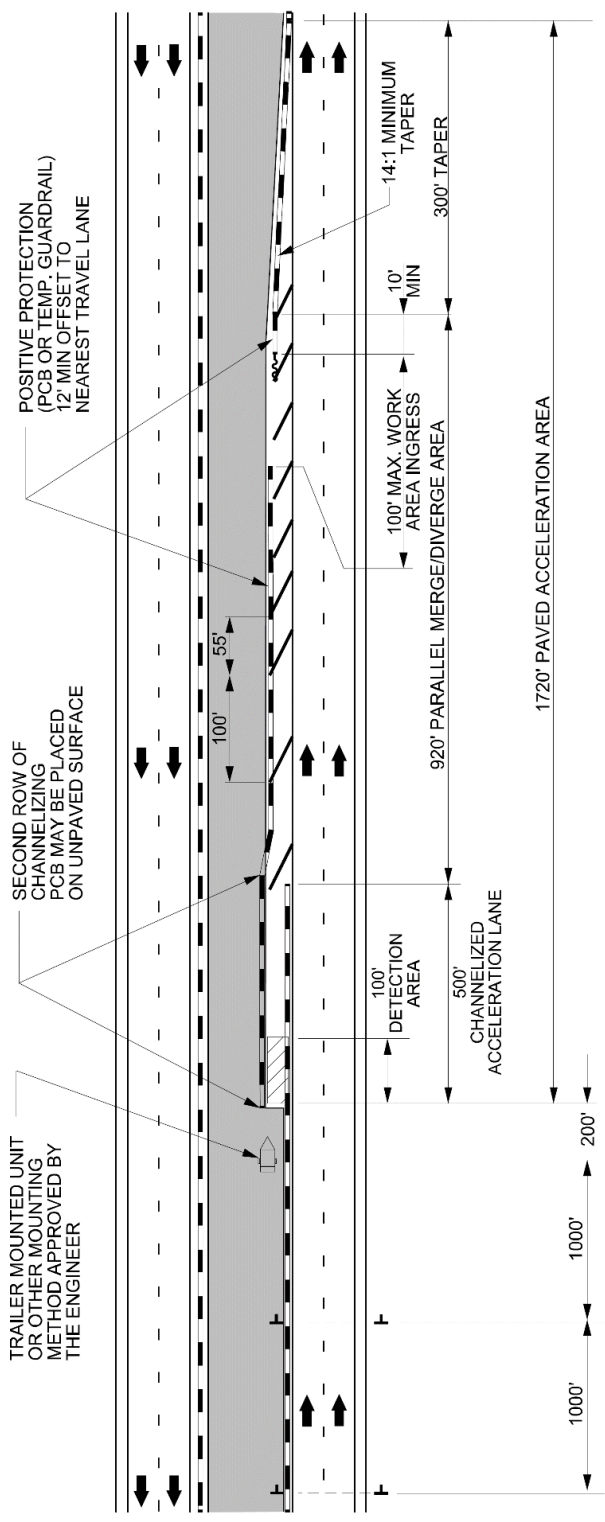
Typical Median Access Areas shall not be located within one-half (1/2) mile of any interchange acceleration or deceleration lanes, unless approved by the Department. All proposed locations for Typical Median Access Areas shall be reviewed and approved by the Department prior to installation.

Work vehicles using a particular Median Access Area shall not utilize any interchange ramp (on-ramp or off-ramp) within one (1) mile of the Median Access area.

Typical Median Access Areas installed in accordance with this section will not require the use of temporary lane closures for ingress/egress of work vehicles.

The Contractor shall comply with multiple and single vehicle hauling restrictions as shown in the TMP when performing hauling of equipment or materials to or from the project while using Typical Median Access Areas.

TYPICAL MEDIAN ACCESS DETAIL



- NOTES:**
1. RELOCATE MEDIAN ACCESS POINTS, AS NEEDED, TO COMPLETE MEDIAN CONSTRUCTION AS APPROVED BY THE ENGINEER.
 2. PLACE YELLOW DIAGONAL PAVEMENT MARKINGS THROUGHOUT ACCESS LANE. SPACING FOR UPSTREAM HALF OF LANE SHALL BE 100', AND 55' FOR DOWNSTREAM HALF OF LANE.
 3. WHEN NOT IN USE FOR MORE THAN 72 HOURS, DRUMS SHALL BE USED ALONG THE SHOULDER TO CLOSE THE PARALLEL ACCELERATION/DECELERATION AREA.
 4. ALL WORK VEHICLES ATTEMPTING TO RE-ENTER AN OPEN TRAVEL LANE SHALL PASS THROUGH THE DETECTION AREA. WORK VEHICLES SHALL NOT LEAVE THE WORK AREA USING THE INGRESS POINT AT ANY TIME.

<p> SIGN NUMBER: WZTC TYPE: STATIONARY QUANTITY: SEE PLANS SIGN WIDTH: 3'-0" HEIGHT: 2'-6" TOTAL AREA: 7.5 Sq.Ft. BORDER TYPE: INSET RECESS: 0.47" WIDTH: 0.63" RADII: 1.5" NO. Z BARS: LENGTH: </p>	<p> BACKG COLOR: Fluorescent Orange COPY COLOR: Black <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>SYMBOL</th> <th>X</th> <th>Y</th> <th>WID</th> <th>HT</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p> MAT'L: 0.080" (2.0 mm) ALUMINUM </p> </p>	SYMBOL	X	Y	WID	HT																																																								<p> DESIGN BY: J. Navarrete PROJECT ID: 15922 CHECKED BY: LOCATION: DATE: Mar 14, 2018 DIV: WZTC </p>
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BORDER 6.55" 22.9" 6.55"
R=1.5"
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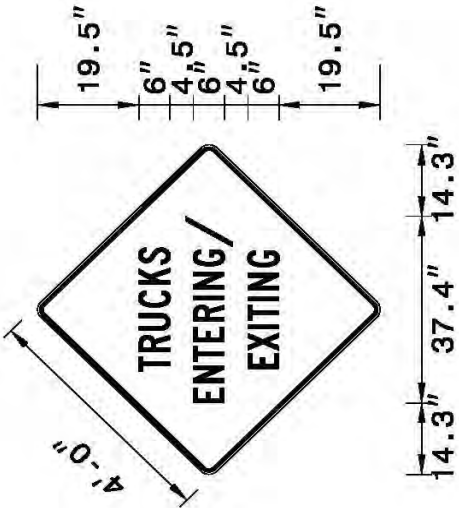
USE NOTES: 1,2
 1. Legend and border shall be direct applied black non-reflective sheeting.
 2. Background shall be NC GRADE B fluorescent orange retroreflective sheeting.

Spacing Factor is 1 unless specified otherwise

Letter spacings are to start of next letter									
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 Series/Size Text Length
 C 2000 22.9
 C 2000 12.1

FILENAME: 15922 Sign Designs
 NORTH CAROLINA D.O.T. SIGN DETAIL

<p>SIGN NUMBER: WZTC TYPE: STATIONARY QUANTITY: SEE PLANS</p> <p>SIGN WIDTH: 5'-6" HEIGHT: 5'-6" TOTAL AREA: 30.3 Sq.-Ft.</p> <p>BORDER TYPE: INSET RECESS: 0" WIDTH: 0" RADII: 0"</p> <p>NO. Z BARS: 2 LENGTH: 58.0</p>	<p>BACKG COLOR: Fluorescent Orange COPY COLOR: Black</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SYMBOL</th> <th>X</th> <th>Y</th> <th>WID</th> <th>HT</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>MAT'L: 0.080" (2.0 mm) ALUMINUM</p>	SYMBOL	X	Y	WID	HT																																																			<p>DESIGN BY: J. Navarrete PROJECT ID: I5922</p> <p>CHECKED BY: LOCATION:</p> <p>Mar 14, 2018 DIV: DIV</p>																																																																																																																																																																																																																																																																																																																																																																																																			
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FAA NOTIFICATION OF CONSTRUCTION

The Design-Build Team shall adhere to the requirements of Title 14 of the Code of Federal Regulations (14 CFR) Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*, and Advisory Circular 70/7460-1L Change 2, *Obstruction Marking and Lighting*. The Design-Build Team shall submit a Notice of Proposed Construction or Alteration (Form 7460-1) at least 60 days prior to the planned construction through the Federal Aviation Administration (FAA) Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) portal found here:

<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>

The Design-Build Team shall be responsible for all work and costs associated with the FAA forms and approvals required for construction of the project. This shall include, but is not limited to, preparation and submittal of forms 7460-1 and 7460-2. The electronic submittal portal, forms and instructions can be found at the website listed above. No construction operations impacted by the FAA requirements shall begin until Forms 7460-1 and 7460-2 have been issued approvals.

NCDOT Division of Aviation

**Coastal Carolina Regional Airport
Authority**

Todd Meyer, P.E., MCE
Airport Project Manager
NCDOT Division of Aviation
tmeyer@ncdot.gov
<https://www.ncdot.gov/aviation>
Telephone: 919-814-0586

Andy Shorter
Airport Director
Coastal Carolina Regional Airport
P.O. Box 3258
New Bern, NC 28564
Telephone: 252-638-8591 x232

The Design-Build Team shall include both parties listed above in project status meetings including agendas, meeting minutes, and other stakeholder related communications throughout the project.

In addition, the Design-Build Team shall adhere to the Craven County ordinances and height zoning permitting requirements found at the websites listed below and shall submit the required applications at least 60 days prior to the planned construction:

<https://cravencountync.gov/1391/Permit-Applications>

https://library.municode.com/nc/craven_county/codes/code_of_ordinances?nodeId=CD_ORD_APXFCOCAREAIZOHECOOR#TOPTITLE

UNMANNED AIRCRAFT SYSTEM (UAS)

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

To learn more about these requirements visit the following website:

<https://www.ncdot.gov/aviation/uas/>

All contractors or subcontractors utilizing UAS shall be pre-qualified for UAS discipline codes 551 (UAS Operator) and 552 (UAS Operations Manager). In addition, the Contractor Approval Form shall be completed and approved prior to using an UAS on this project. This form requires signatures of both parties and ensures contractors are qualified to operation UAS.

All UAS operations shall be approved by the Engineer a minimum of one week prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

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 Division through the Project-specific 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. All references to Division mean Highways Division 2 of the North Carolina Department of Transportation.

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 Division 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 Division. 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 Division 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 Division 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 U-5713 / R-5777A & B consists of upgrading US 70 along its existing alignment to a controlled-access highway in compliance with interstate standards. The project will provide a six-lane divided facility with a 22-foot paved median from the eastern approach of the Neuse River Bridge to SR 1121 (Garner Road); and a four-lane divided facility with a 46-foot median from Garner Road to approximately one (1) mile east of SR 1116 (Thurman Road). The Project will also convert at-grade intersections to grade-separated interchanges at the US 70 intersections with SR 1167 (Williams Road), SR 1131 (Airport Road), SR 1124 (Grantham Road), SR 1922 (Taberna Way), and Thurman Road; and two-way access roads on both sides of US 70 to connect existing service roads and maintain access to side streets and abutting properties.

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, including CCTV cameras, dynamic message signs (DMS), fiber-optic communications cable and conduit, and ITS integration.
- **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.**

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

The following project planning documents have been completed:

- A Type III (Ground Disturbing) Categorical Exclusion Action was approved by FHWA on July 2, 2018.

GENERAL SCOPE

The scope of work for this Project includes all aspects required to design and construct a controlled-access facility along the existing alignment of US 70 in compliance with interstate standards from the eastern approach of the Neuse River Bridge to approximately one (1) mile east of SR 1116 (Thurman Road). Between the eastern approach of the Neuse River Bridge and SR 1121 (Garner Road), the Project will provide a six-lane divided facility with a 22-foot paved median. From Garner Road to approximately one (1) mile east of Thurman Road, the Project will provide a four-lane divided facility with a 46-foot median. The Project will also convert at-grade intersections to grade-separated interchanges at the U.S. 70 intersections with S.R. 1167 (Williams Road), S.R. 1131 (Airport Road), S.R. 1124 (Grantham Road), S.R. 1922 (Taberna Way), and Thurman Road; and two-way access roads on both sides of U.S. 70 to connect existing service roads and maintain access to side streets and abutting properties.

Unless allowed otherwise elsewhere in this RFP, the designs shall meet all appropriate latest versions of AASHTO *A 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 submittal date or the Best and Final Offer submittal date, whichever is later.

Unless noted otherwise elsewhere in this RFP, all documents referenced herein shall be the edition / version, including all interim revisions, effective on the Technical and Price Proposal submittal date or the Best and Final Offer submittal date, whichever is later.

Construction shall include, but not be limited to, all necessary clearing, grading, roadway, drainage, structures, utility coordination and relocation, and erosion and sediment control work items for the proposed four-lane facility and installation of the control of access fence. Construction engineering and management shall be the responsibility of the Design-Build Team. Construction shall comply with 2018 NCDOT *Standard Specifications for Roads and Structures* and any special provisions.

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

- Roadway Design
- Structure Design
- Permit Application
- Hydraulic Design
- Geotechnical Engineering
- GeoEnvironmental
- Railroad Coordination
- Foundation Design for Structures and Roadway
- Erosion and Sedimentation Control Design and Implementation
- Transportation Management Plan Design and Implementation
- Pavement Marking Design
- Intelligent Transportation Systems (ITS) Design

- Sign Design
- Traffic Signals and Signal Timing Plans
- Construction
- Project Management
- Design and Construction Management
- Lighting (Construction Only)
- Utility Construction
- R/W Utilities, Conflicts and / or Construction
- Construction Surveying
- Location and Surveys
- Right of Way Acquisition
- Public Involvement and Information

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

DESIGN AND CONSTRUCTION PERFORMED BY DESIGN-BUILD TEAM

The design work consists of the preparation of all construction documents for constructing approximately 5.1 miles of freeway along the existing alignment of U.S. 70 within the project limits as outlined in the General Scope 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 structures 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 (**jamescitydesignbuild@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 "U-5713_R-5777AB" link will be apparent on the left side of the webpage.

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

ELECTRONIC PLAN SUBMITTALS AND E-SIGNATURES

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

<https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx>

ETHICS POLICY

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

APPROVAL OF PERSONNEL

The Department will have the right to approve or reject any personnel, assigned to the 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.

The Design-Build Team and their subconsultants / subcontractors shall restrict all personnel embedded within the Department, including but not limited to Design Units and Divisions, from working on any Design-Build procurement / project. Except as allowed otherwise below, the Design-Build Team shall provide a list of all embedded personnel to the Department and a signed Confidentiality Agreement for each embedded employee, as well as their employer and NCDOT Unit Manager. If the Design-Build Team has previously provided a signed Confidentiality Agreement for an embedded employee whose employer and / or NCDOT Unit Manager have not changed, the Design-Build Team shall 1) indicate on the aforementioned list when the original Confidentiality Agreement was provided to the Division (date and TIP Project); and 2) provide a copy of the original signed Confidentiality Agreement, or 3) provide a new signed Confidentiality Agreement. The Design-Build Team shall submit the aforementioned list and Confidentiality Agreements to Mr. Ronald E. Davenport, Jr., P.E., State Contract Officer, within ten business days of the issuance of the Industry Draft RFP, and provide updated lists and Confidentiality Agreements, as appropriate, throughout the project procurement / duration.

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

SUBMITTAL OF TECHNICAL AND PRICE PROPOSALS

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

GENERAL

Technical Proposals will be accepted until **4:00 p.m. Local Time on Monday, August 19, 2019**, and Price Proposals will be accepted until **4:00 p.m. Local Time on Monday, August 27, 2019**, at the office of the State Contract Officer:

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

No 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 C 204225
TIP Number U-5713 / R-5777A & B
Craven County
U.S. 70 Improvements in James City

If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the Contract Officer as stated in the Request for Proposals. The outer envelope shall also bear the statement "Technical Proposal for the Design-Build of State Highway Contract No. C 204225".

Technical Proposal Requirements

12 Copies

8 ½-inch by 11-inch pages

No fold out sheets allowed – 24-inch by 36-inch fold out sheets shall only be allowed to present interchange plans in the 11-inch by 17-inch plan sheets

Printed on one side only

Double-spaced

Font size 12 - Within embedded tables, charts, and graphics only, minimum font size 10 is permissible

Excluding the introductory letter to Mr. Ronald E. Davenport, Jr., P.E. (two-page maximum length) and the 11-inch by 17-inch appropriate plan sheets, the maximum number of allowable pages shall be 51 pages.

The aforementioned introductory letter to Mr. Ronald E. Davenport, Jr., PE 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. Ronald E. Davenport, Jr., PE, at the address below:

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

TECHNICAL PROPOSAL - Electronic Copy

An electronic copy of the Technical Proposal shall be submitted in a sealed package. The electronic copy 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 C 204225
TIP Number U-5713 / R-5777A & B
Craven County
U.S. 70 Improvements in James City

If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the Contract Officer as stated in the Request for Proposals. The outer envelope shall also bear the statement "Technical Proposal for the Design-Build of State Highway Contract No. C 204225"

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 C 204225
TIP Number U-5713 / R-5777A & B
Craven County
U.S. 70 Improvements in James City

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 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. C 204225".

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:

	EVALUATION FACTORS	POINTS
1.	Management	4
2.	Responsiveness to Request for Proposal	20
3.	Long Term Maintenance	2
4.	Schedule and Milestones	35
5.	Innovation	2
6.	Maintenance of Traffic and Safety Plan	35
7.	Oral Interview	2

TECHNICAL PROPOSAL EVALUATION CRITERIA

1. Management – 4 points

Provide a comprehensive Organizational Chart that identifies the design, quality and construction management, and the relationships with subconsultants / subcontractors. The Chart shall identify all firms and personnel changes (additions, substitutions, deletions) to the Design-Build Team since submittal of the Statement of Qualifications.

Design-Build Team Management

- Describe the Design-Build Team's concept of design management, and identify key positions and subordinate organizational units.
- Describe how the various design disciplines will be coordinated, including how designs developed by different firms and offices will be integrated / consistent.
- Describe how design personnel will interface with the construction personnel.
- List projects, including description and similarity to the subject project that the Design-Build Team's designer(s) have developed Transportation Management Plans; Pavement Marking Plans; ITS, Traffic Signal, and Signal System Timing 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 design and construction quality control requirements. Specifically, include a narrative that describes the Design-Build Team's understanding of the Department's quality control philosophy and how the Design-Build Team will implement it for this project.
- Describe any significant design and / or construction quality control issues experienced on NCDOT projects in the last ten years and how those issues will be addressed for this project.

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 of the Design-Build Team's proposed plan for performing construction. This description shall include at least the following:
 - Indicate if, and how, the Design-Build Team intends to divide the project into work segments to enable optimum construction performance.
 - Identify operations, if any, that will be performed at night and the reason(s) why.
 - Describe the work categories that the Design-Build Team anticipates will be performed by the Design-Build Team's own direct labor force and those categories that will be performed by subcontractors.
 - Describe the Design-Build Team's plans and procedures to insure timely deliveries of materials to achieve the project schedule.

- Describe the Design-Build Team's approach to site access and material staging to limit the number of dump trucks intermingling with commuter traffic.

Engagement of Local Workforce

As part of the ongoing partnering with the James City Community, the Design-Build Team shall make every reasonable effort to engage and utilize locally-owned businesses and local labor (skilled or unskilled) during the design and construction of the Project. For clarity, a locally-owned business is a business owned by a resident of the James City community; local labor (skilled or unskilled) means a person who's place of residence is within the James City community; and the James City community refers to the census-designated place and unincorporated area in Craven County, North Carolina.

- The Design-Build Team shall submit an approach stating how the Design-Build Team will engage and utilize locally-owned businesses and local labor during the design and construction of the Project. Such approach shall be no longer than one page and will become a part of the Design-Build contract between the Design-Build Team and the Department.

2. Responsiveness to RFP – 20 points

Natural Environmental Responsibility

- Describe the Design-Build Team's approach to addressing environmental concerns within the project boundaries.
- Describe the efforts to minimize excavation within the contaminated sites and associated disturbance to underlying soil.
- Identify efforts to minimize impacts on wetlands, streams, riparian buffers and other environmentally sensitive areas. Describe any temporary impacts and associated minimization approaches.
- Describe the Design-Build Team's understanding of the overall approach to permitting and the Team's comfort level with obtaining the required permits within the allowed timeframe.
- Identify methods of construction in wetlands, streams and riparian buffers.
- 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.
- Provide a narrative overview of the Design-Build Team's Vegetation Management Procedure

Design Features

- Show plan view of design concepts with key elements noted.
- Identify preliminary horizontal and vertical alignments of all roadway elements.
- Identify the appropriate design criteria for each feature, if not provided herein.
- Identify proposed design exceptions and justify why the design exception is necessary.
- Identify proposed deviations to the preliminary design provided by the Department.
- Show mainline typical sections.
- Specify the mainline pavement Alternate chosen. The pavement Alternate chosen for the mainline will not be a part of the Technical Proposal evaluation and the selection thereof will not impact the Technical Scores.
- Specify the proposed subgrade stabilization, or combination, with approximate limits of each type.
- If applicable, specify where all underlying longitudinal joints will be located and demonstrate how the underlying longitudinal joint location will minimize reflective cracking.
- Indicate how longitudinal joints will be located on a lane line or lane midpoint.
- “If applicable, specify the extent of impacts to properties with contaminated soils, indicating the anticipated contamination excavation limits.”
- Identify drainage modifications and designs to be implemented.
- Identify all hydraulically deficient storm drainage systems and the proposed mitigation on the plans.
- Identify all hydraulically deficient storm drainage systems within the existing / proposed right of way and their proposed mitigation.
- Identify the months the Department should schedule the interagency hydraulic design review meeting and interagency permit impacts meeting.
- Provide a *Box Culverts and Cross Pipes Hydraulic Assessment Table* that contains the box culvert and cross pipe attributes noted in the *Hydraulics* Scope of Work found elsewhere in this RFP.

- Provide a *Box Culverts and Cross Pipes Hydraulic Deficiency Assessment and Proposed Mitigation Table* that contains the box culvert and cross pipe attributes noted in the *Hydraulics* Scope of Work found elsewhere in this RFP.
- Discuss the extent and limits of the rise in water elevation in the floodplain(s), identify potentially impacted insurable structures, specify areas anticipated to require additional surveys and estimate the anticipated additional right of way impacts outside the project construction limits.
- 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 types of any retaining walls and / or sound barrier walls, if applicable.
- Identify locations of any proposed sound barrier walls on the plans sheets, if applicable.
- Describe any geotechnical investigations to be performed by the Design-Build Team and note any deviations to NCDOT requirements for subsurface investigations noted in the *Geotechnical Engineering* Scope of Work found elsewhere in this RFP.
- Specifically identify any soil improvement techniques that will be utilized to overcome poor soil conditions. If multiple techniques are utilized, identify each technique and the location that technique will be utilized.
- 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.
- Describe how the design will affect the Department's right of way costs.
- Provide a Preliminary Signing Concept Map that includes, at a minimum, all anticipated DMS locations, all proposed overhead sign structure locations, all overhead signs, and all ground mounted guide signs.
- Describe how the Design-Build Team will maintain or reduce the right of way acquisitions and impacts shown in the Preliminary Roadway Plan provided by the Department. If additional right of way beyond those acquisitions shown in the Preliminary Roadway Plans is required, explain why such additional acquisitions are needed and provide a list of impacted properties that includes property owner's name, property address, property owner's address (if other than the impacted property address), and approximate acquisition area.

3. Long Term Maintenance – 2 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 – 35 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, railroad agreements and / or utility relocations are delayed.
- Identify any self-imposed liquidated damages and associated Intermediate Contract Time(s), if applicable.
- Describe how operations will be performed to alleviate any sections being left idle while traffic is in an altered pattern. Specifically, describe anticipated duration of settlement periods, how they can be reduced, and what operation(s) will be performed during the settlement periods to reduce the overall schedule.
- Describe where concurrent operations on major items of work can occur and where multiple crews can be utilized to reduce the overall schedule and limit the length of an altered traffic pattern and its respective duration.
- 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 – 2 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 – 35 points***Maintenance of Traffic***

- Provide a Transportation Management Phasing Concept (TMPC).
- Identify the type of positive median cross-over protection proposed and replacement / resetting requirements.
- Describe the traffic control measures that will be used for each construction phase.
- Describe how traffic will be maintained as appropriate and describe the Design-Build Team's understanding of any time restrictions noted in the RFP.
- Specifically describe how business, school, residential and airport access will be maintained in an acceptable condition at all times.
- Describe how service road traffic will be kept separate from the mainline through traffic and how access to each parcel will be maintained.
- Identify alternate routes that could be utilized during construction and describe how the Design-Build Team will advertise these alternate routes through public outreach, Changeable Message Signs, work zone signs and/or other means or methods.
- 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 and what measures will be taken to mitigate the impacts to through traffic. Specifically, describe the team's approach to addressing the amount of borrow that is expected on this project.
- 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 closure detour routes, justifications and durations.
- Identify the need for a Work Zone Speed Limit Reduction Ordinance.
- Identify the need for a Speeding Penalty Ordinance.
- Address where and how law enforcement officers will be used.
- Describe how pedestrian traffic will be maintained during construction.

Safety Plan

- Describe the safety considerations specific to the project.
- Discuss the Design-Build Team's overall approach to safety for its personnel, pedestrians, and the motoring public.
- 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 – 2 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	4
Responsiveness to Request for Proposal	20
Long Term Maintenance	2
Schedule and Milestones	35
Innovation	2
Maintenance of Traffic and Safety Plan	35
Oral Interview	2
Maximum Score	100

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

Quality Credit Percentage for Technical Proposals

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

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

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

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

An Example of Calculating Quality Adjusted Price Ranking

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

Opening of Price Proposals

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

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

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

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

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

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

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

Best and Final Offer

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

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

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

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 shall be paid to eligible Design-Build Teams within ninety days after the award of the contract or the decision not to award. Unsuccessful Design-Build Teams may elect to refuse payment of the stipulated fee and retain any rights to its Design-Build Proposal and the ideas and information contained therein.

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

ROADWAY SCOPE OF WORK (7/26/2019)

1. General

1.1 Unless allowed otherwise in this RFP, roadway designs shall be in accordance with the following documents in order of precedence:

- (a) The requirements of this RFP;
- (b) 2011 AASHTO A Policy on Geometric Design of Highways and Streets, 2013 Errata.
- (c) NCDOT Roadway Design Manual, including all revisions effective on the Technical Proposal submittal date;
- (d) 2018 NCDOT Standard Drawings, or as superseded by the detail sheets found at:

<https://connect.ncdot.gov/resources/Specifications/Pages/2018-Roadway-Standard-Drawings.aspx>

1.2 All pavement designs shall be in accordance with the Pavement Management Scope of Work found elsewhere in this RFP.

1.3 All limits of construction along the Mainline, Cross Streets, Service Roads and Ramps shall be of sufficient length to tie into existing conditions based upon the documents set forth in Section 1.1 of this Roadway Scope of Work.

1.4 Crown points and cross slopes along the Mainline, Cross Streets, Service Roads and Ramps shall be in accordance with the Hydraulics Scope of Work, found elsewhere in this RFP and with the documents set forth in Section 1.1 of this Roadway Scope of Work. The Hydraulics Scope of Work shall take precedence over the documents set forth in Section 1.1.

1.5 Unless otherwise noted in this RFP, the Design-Build Team shall design and construct the Mainline, all Cross Streets, Ramps, and Service Roads providing the same or better access, widening, improvements, and traffic measures of effectiveness, in the Department's sole discretion, included in the Preliminary Roadway Plans Provided by the Department.

1.6 Unless otherwise required in this RFP, all new curb and gutter along outside edge of pavement and within the Project limits shall be 2' – 6" curb and gutter in accordance with Standard #846.01 (*Roadway Standard Drawing for Concrete Curb, Gutter and Curb & Gutter*) of the 2018 *Roadway Standard Drawings*.

- 1.7 The Design-Build Team shall design and construct all medians within the Project limits as monolithic concrete islands in accordance with Standard #852.01 (*Roadway Standard Drawing for Concrete Islands*) and associated standard drawings of the 2018 *Roadway Standard Drawings*. Planted medians will not be permitted.
- 1.8 The Design-Build Team shall design and construct all Cross Streets and Service Roads such that the through movement is not required to change lanes throughout the Project limits except where tying into existing.
- 1.9 NSR / NCRRL At-Grade Railroad Crossings with -Y- Lines:
 - (a) if any portion of the design and / or construction of the -Y- Lines comes within 10 feet of the centerline of the NSR / NCRRL railroad tracks running parallel to the Mainline, the Design-Build Team shall upgrade the existing signals at such at-grade crossings.
- 1.10 A longitudinal zero percent grade along the roadway profile is acceptable under temporary conditions only. The final, permanent longitudinal grade shall be no less than 0.3%.
- 1.11 Throughout this Roadway Scope of Work, the following definitions shall apply:
 - (a) the term “**Mainline**” or “**-L- Line**” refers to US 70.
 - (b) the terms “**Cross Streets**” and “**-Y- Lines**” refers to the following streets:

Cross Streets (-Y- Lines) as shown on the Preliminary Roadway Plans	
R-5777A & B	U-5713
Day Star Lane (SRY21C2)	Garner Road (Y1)
Thurman Road (Y21)	Grantham Road (Y2)
Taberna Way (Y22)	Airport Road (Y3)
	Williams Road (Y4)
Note: The Design-Build Team is advised that the alignment names herein shown are for illustrative purposes only, not contractual and shown in accordance with the definition of Preliminary Roadway Plans. The Design-Build Team has the option to utilize the alignment names herein shown or use new alignment names that fit the need of its proposed designs.	

- (c) the term “**Service Roads**” refers to the following alignments shown in the Preliminary Roadway Plans:

Service Roads as shown on the Preliminary Roadway Plans	
R-5777A & B	U-5713
SRY21B	SR1
SRY21B2	SR2
SRY21AY22B	SR3 ALT
SRY22A	SR4
SRY21C	SR5
SRY21D	SR6
SRY22D	SR7
<p>Note: The Design-Build Team is advised that the alignment names herein shown are for illustrative purposes only, not contractual and shown in accordance with the definition of Preliminary Roadway Plans. The Design-Build Team has the option to utilize the alignment names herein shown or use new alignment names that fit the need of its proposed designs.</p>	

- (d) the term “**Ramps**” refers to the following alignments shown in the Preliminary Roadway Plans:

Ramps as shown on the Preliminary Roadway Plans	
R-5777A & B	U-5713
Y21RPA	RPAY2
Y21RPB	RPBY2
Y21RPC	RPCY2
Y21RPD	RPDY2
Y22RPA	RPAY3
Y22RPB	RPBY3
Y22RPC	RPCY3
Y22RPD	RPDY3
	RPAY4
	RPBY4
	RPCY4
	RPDY4
	RPA55
	RPB55
<p>Note: The Design-Build Team is advised that the alignment names herein shown are for illustrative purposes only, not contractual and shown in accordance with the definition of Preliminary Roadway Plans. The Design-Build Team has the option to utilize the alignment names herein shown or use new alignment names that fit the need of its proposed designs.</p>	

2. Preliminary Roadway Plans provided by the Department

- 2.1 Throughout this Roadway Scope of Work, any references to the Preliminary Roadway Plans shall include the following, in order of precedence:
- (a) the preliminary roadway plans with corresponding roadway profiles, roadway cross sections and typical cross sections for each alignment encompassing STIP Projects U-5713 and R-5777A & B provided by the Department; and
 - (b) the most recent public meeting maps provided by the Department.
- 2.2 Except where indicated in this Roadway Scope of Work, the Preliminary Roadway Plans are provided by the Department for reference only and shall not be a part of the Design-Build contract between the Design-Build Team and the Department. Any references to the Preliminary Roadway Plans throughout this Roadway Scope of Work are for illustrative purposes only and are not intended to be contractual. The Department shall not be responsible for any omissions, errors, or any information shown or stated on the Preliminary Roadway Plans.
- 2.3 The Design-Build Team is allowed and encouraged to proposed modifications to the Preliminary Roadway Plans. Such proposed modifications by the Design-Build Team:
- (a) shall not reduce the posted speed limit of the Mainline;
 - (b) shall fully comply with the Project commitments outlined in the Categorical Exclusion document for U-5713 / R-5777A & B provided by the Department;
 - (c) shall not place the Cross Streets alignments over the Mainline, under any circumstances. Alternative Technical Concepts proposing Cross Street alignments over the Mainline will be rejected; and
 - (d) shall comply with the interchange type set forth in Section 4.2 of this Roadway Scope of Work.
- 2.4 Modifications to the Roadway Preliminary Plans that are in compliance with items 2.3(a) through 2.3(d) shall not require the submittal of an Alternative Technical Concept, unless an Alternative Technical Concept is required due to deviations from the requirements included in other sections of this RFP.

2.5 Design Exceptions in the Preliminary Roadway Plans:

- (a) The Department is aware of the following design exceptions:

R-5777A & B	
Service Road - SRY21AY22B-	PI Sta. 63+66.57 Design Speed = 25 mph
U-5713	
Service Road -SR4-	PI Sta. 25+68.10 Design Speed = 20 mph
Service Road -SR7-	PI Sta. 18+82.38 Design Speed = 20 mph
Service Road -Y3-	PI Sta. 27+30.29 Design Speed = 20 mph (stop condition)
Mainline -L- Northbound and Southbound	Distance between ramps in both directions, between Airport Road and Williams Road shall be no less than the distance shown in the Preliminary Roadway Plans.
Grantham Road -Y2-	Storage length for left turn movement into Service Road -SR1- shall be no less than 275 feet.
Ramp -RPAY4-	Minimum width of ramp inside shoulder shall be no less than 4 feet.
Ramp -RPBY4-	
Ramp -RPCY4-	

- (b) All design exceptions, whether included in Section 2.5(a) of this Roadway Scope of Work, or as proposed by the Design-Build Team that are not included in the list provided under Section 2.5(a), shall undergo the design exceptions process established by the Department.

3. Mainline Specifications

3.1 Mainline Project Limits:

- (a) The overall project limit on the south side of the Project is approximately one (1) mile east of Thurman Road, generally station 212+00 on the Preliminary Roadway Plans.
- (b) At the south end of the Project, the Department notes the following:
1. The Mainline Project limit at the south end of the Project is Mainline station 245+00;

2. the limit for Service Road -SRY21C- goes east to approximately Mainline station 217+80.00, beyond the Mainline project limit. The intent is to provide a continuation to the existing service road from approximately -SRY21C- station 10+00.00 to -SRY21C- station 20+00.00;
 3. the existing access apron between the existing service road and the Mainline, between Mainline stations 212+00 and 216+50, shall be removed; and
 4. the Design-Build Team shall mark the Project limit at the south end of the Project as Mainline station 212+00.
- (c) The overall project limit on the north side of the Project is approximately 0.7 mile north of Williams Road, generally station 155+00 on the Preliminary Roadway Plans.
- (d) The limit of construction along the ramps on the northern terminus of the project are as follows: for ramp -RPB55-, the project limit shall be approximately -RPB55- station 22+58.81. For ramp -RPA55-, the project limit shall be approximately -RPA55- station 22+54.55.
- 3.2 The Mainline shall be designed and constructed to meet a 60-mph design speed for a level urban freeway (in an urban area with right of way constraints) designed to interstate standards, except where as specified in this RFP. A maximum grade of 4% along the Mainline is allowable.
- 3.3 The width of mainline travel lanes throughout the length of the Project shall be 12 feet.
- 3.4 Mainline superelevation shall be designed and constructed in accordance with AASHTO *A Policy on Geometric Design of Highways and Streets*, Table 3-10b (Minimum Radii for Design Superelevation Rates, Design Speeds, and $e_{\max}=8\%$). The Design-Build Team shall provide all other design criteria in the Technical Proposal.
- 3.5 For the transition between segments R-5777A & B and U-5713 (between the Taberna Way and the Grantham Road interchanges, and around Garner Road), the Design-Build Team shall design and construct all appropriate transitions and taper lengths in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.
- 3.6 To the extent practicable, all lane drops and / or lane additions shall be on the outside of the Mainline.

3.7 R-5777A & B:

- (a) From the south project limit to Garner Road (R-5777A & B), the typical cross section for the Mainline consists of a four-lane divided facility with a 46-foot median, which shall be cable guiderail divided.
- (b) For the transition between the proposed condition and the existing condition at the southern project terminus (between Mainline station 245+00.00 and Thurman Road), the Design-Build Team shall design and construct all appropriate transitions and taper length in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.
- (c) The total width for outside Mainline shoulders along segment R-5777A & B shall be 12 feet of clear, usable width. The 12 feet shall be measured from edge of the travelled way to either face of barrier or shoulder breakpoint. The 12-foot minimum width shall be held, at a minimum, to the back of the gore, prior to the transition to the eight-foot shoulder width minimum.
- (d) The total width for inside Mainline shoulders (median side) along segment R-5777A & B shall be six (6) feet of which 4 feet shall be full depth paved shoulder.
- (e) All median features designed and constructed by the Design-Build Team shall be in accordance with all documents set forth in Section 1.1 of this Roadway Scope of Work.
- (f) The inside shoulder of the bridges carrying the Mainline over Thurman Road and Taberna Way shall be governed by the requirement set forth in Section 3.9(b) of this Roadway Scope of Work.

3.8 U-5713:

- (a) From Garner Road to the north project limit (U-5713), the typical cross section for the Mainline consists of a six-lane divided facility with a 22-foot paved median, which shall include a Type "T" double-faced concrete median barrier along the center.
- (b) The transition from the proposed condition at the north terminus of the project to the existing condition at the south approach of the Neuse River Bridge, for both the Mainline and ramps, shall be of sufficient length in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.

- (c) The total width for outside Mainline shoulders along segment U-5713 shall be no less than 12 feet of clear, usable width. The 12 feet shall be measured from edge of the travelled way to either face of barrier or shoulder breakpoint. The 12-foot minimum width shall be held, at a minimum, to the back of the gore, prior to the transition to the eight-foot shoulder width minimum.
- (d) The total width for inside Mainline shoulders along U-5713 shall be no less than 10 feet.
- (e) All median features designed and constructed by the Design-Build Team shall be in accordance with all requirements of this RFP, and with documents set forth in Section 1.1 of this Roadway Scope of Work.
- (f) The Department is aware that the distance between the interchanges of the Mainline with Airport Road and Williams Road, as shown on the Preliminary Roadway Plans, is not in compliance with the documents set forth in Section 1.1 of this Roadway Scope of Work. The Department notes that the Design-Build Team is not required to address this non-compliance. The Design-Build Team, however, shall not further reduce the distance between interchanges, ramps and ramp elements, beyond what is shown on the Preliminary Roadway Plans.
- (g) The Design-Build Team shall design and construct 12-foot auxiliary lanes, in both directions, between the interchanges of the Mainline with Airport Road and Williams Road, in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work. The minimum shoulder width along this segment shall be 12 feet in accordance with Section 3.8(c) of this Roadway Scope of Work.

3.9 Mainline Bridges

- (a) The Design-Build Team shall design and construct the bridges carrying the Mainline over Thurman Road, Taberna Way, Grantham Road, Airport Road, and Williams Road in accordance with the Structures Scope of Work found elsewhere in this RFP.
- (b) The inside shoulder of the bridges carrying the Mainline over Thurman Road and Taberna Way shall be of sufficient width to accommodate future inside widening (toward the Mainline median) of a third 12-foot lane plus shoulder. Such future shoulders shall be designed and constructed in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work. However, at final completion the bridges carrying the Mainline over Thurman Road and Taberna Way shall provide pavement marking for the Mainline's two (2) through lanes in each direction. The future third lane and shoulder shall be considered and marked as shoulder.

3.10 Mainline Access:

- (a) The Design-Build Team shall design and construct the Mainline as a full control of access facility.
- (b) All access from the Mainline onto existing or proposed service roads and / or properties within the Mainline project limits shall be removed.
- (c) In addition to the requirements of the preceding item 3.10(b), Mainline access at approximately Mainline stations 216+00.00, 227+35.00 and 240+25.00 shall be removed.
- (d) All median crossovers within the Mainline project limits shall be removed, including the median crossover at approximately Mainline station 240+25.00.
- (e) The at-grade intersection of the Mainline and Garner Road shall be removed and no access shall be provided from the Mainline onto Garner Road.

3.11 Retaining Walls:

- (a) The Design-Build Team shall design and construct all required retaining walls along the Mainline, Ramps and Service Roads in accordance with the Structures Scope for Work found elsewhere in this RFP. Traffic protection for retaining wall shall be in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.
- (b) The length and amount of retaining walls within the project limits shall depend the Design-Build Team's design.
- (c) The Design-Build Team shall design and construct all retaining walls a minimum of ten (10) feet inside the right of way. If an exception for the offset distance between the edge of the traveled way and the retaining wall or noise wall, as the case may be, is required, the Design-Build Team shall submit such design exception request to the Department and seek Department's acceptance for such design exception prior to its implementation.

4. Interchanges

- 4.1 The Design-Build Team shall design and construct interchanges at the following intersections along the Mainline:
 - (a) Thurman Road;
 - (b) Taberna Way;
 - (c) Grantham Road;
 - (d) Airport Road; and
 - (e) Williams Road.

- 4.2 The Design-Build Team shall design and construct all interchanges to provide full and direct access for each crossroad as shown in the Preliminary Roadway Plans provided by the Department. Any deviation from the compact diamond interchange (CDI) design shown on the Preliminary Roadway Plans shall not increase the footprint of the project.

- 4.3 Alternative Technical Concepts for different types of interchanges may be submitted.

- 4.4 Without exception, all interchanges shall be designed and constructed with the Mainline over the intersecting roadway. No Alternative Technical Concepts proposing any portion of the Mainline under an intersecting roadway will be accepted.

- 4.5 Ramps:
 - (a) The Design-Build Team shall design and construct all ramps in accordance with AASHTO *A Policy on Geometric Design of Highways and Streets*, Table 10-1 (Guide Values for Ramp Design Speed as Related to Highway Design Speed). The maximum longitudinal grade for ramps within the U-5713 segment shall be 7%. Ramps within the R-5777A & B segment shall comply with the documents set forth in Section 1.1 of this Roadway Scope of Work.

 - (b) The minimum storage length for all ramps (as defined in Section 9-1 of the NCDOT *Roadway Design Manual*) shall be the most conservative length of either the storage length required in the U-5713 & R-5777 A/B Traffic Operations Analysis Technical Memorandum or the length shown in the Preliminary Roadway Plans. In any case, the storage length shall be no less than the minimum required in Section 9-1 of the NCDOT *Roadway Design Manual*.

- (c) For single-lane ramps, the minimum width for ramp lanes shall be 16 feet.
- (d) In those areas where ramps have two (2) or more lanes, the minimum lane width shall be 12 feet.
- (e) Minimum width for ramp shoulders shall be 4 feet for inside shoulders and 8 feet for outside shoulders.

5. Service Roads

- 5.1 Unless specified elsewhere in this RFP, the minimum lane width for Service Roads shall be 14 feet, except where tying into existing, in which case the appropriate transition length and taper as required by the documents set forth in Section 1.1 of this Roadway Scope of Work shall be utilized.
- 5.2 All Service Roads shall consist of a two-lane cross section, with one lane in each direction, and 2'-6" curb and gutter.
- 5.3 All Service Roads within segment R-5777A & B shall be designed and constructed to meet a minimum speed of 30 mph, except where indicated in Section 2.5(a) of this Roadway Scope of Work. Within this segment, all superelevation along Service Roads shall be in accordance with AASHTO *A Policy on Geometric Design of Highways and Streets, Table 3-8 (Minimum Radii for Design Superelevation Rates, Design Speeds, and $e_{\max}=4\%$)*.
- 5.4 All Service Roads within segment U-5713 shall be designed and constructed to meet a minimum design speed of 25 mph, except where indicated in Section 2.5(a) of this Roadway Scope of Work. Within this segment, all superelevation along Service Roads shall be in accordance with AASHTO *A Policy on Geometric Design of Highways and Streets, Table 3-8 (Minimum Radii for Design Superelevation Rates, Design Speeds, and $e_{\max}=4\%$)*.
- 5.4a The Design-Build Team shall do an evaluation for the need of glare screens and provide recommendations for mitigation. Glare screens shall be installed as required by the NCDOT Design Manual. Methodology of installation shall be consistent with the design for the area (i.e. guardrail mounted versus barrier mounted).
- 5.5 Service Road -SRY21C- (southeast quadrant of the Mainline / Thurman Road interchange): The construction limit for Service Road -SRY21C- starts approximately 0.5 mile east of the Mainline reconstruction limit.

- 5.6 Service Roads -SRY21B- and -SRY21B2- (southwest quadrant of the Mainline / Thurman Road interchange):
- (a) This Service Road shall extend from Thurman Road south to approximately station 240+00.00 of the Mainline.
 - (b) At least one point of access shall be provided at each of the parcels within the length of the Service Road, and between the Mainline right of way and the North Carolina Railroad right of way.
 - (c) To the greatest extent possible, the design and construction of the Service Road shall avoid the wetlands shown on the Preliminary Roadway Plans.
 - (d) This Service Road shall be designed and constructed to meet a minimum design speed of 50 mph. All superelevation along this Service Road shall be in accordance with *AASHTO A Policy on Geometric Design of Highways and Streets, Table 3-8 (Minimum Radii for Design Superelevation Rates, Design Speeds, and $e_{\max}=4\%$)*.
- 5.7 All service roads shall be designed and constructed so as to provide access to properties and side streets in accordance with NCDOT standards and guidelines.
- 5.8 Service Road Study:
- (a) The Design-Build Team shall conduct a Service Road Study to determine whether parcels that no longer have direct access will be provided access to the service roads or will become a total take.
 - (b) The Design-Build Team shall submit such Service Road Study to the Division Construction Engineer and Resident Engineer for review and approval prior to finalizing the designs.
 - (c) If the Design-Build Team demonstrates, to the Department's sole satisfaction, that additional service road(s) are required, the design and construction of the service road(s), including all associated NEPA requirements, will be paid for as extra work in accordance with Subarticle 104-8(A) of the NCDOT Standard Specifications for Roads and Structures.
 - (d) If the Design-Build Team's design and construction methods require additional service road(s), the design and construction of the service road(s), as well as associated NEPA requirements, shall be included in the Design-Build Team's lump sum bid for the entire project.

- 5.9 The following Service Roads shall, at a minimum, receive a 1.5" overlay with a typical normal section, and maintain the existing drainage features:
- (a) Service Road on the east side of, and running parallel to, US 70, between Garner Road and Grantham Road (approximately Mainline stations 17+00.00 to 50+00.00);
 - (b) Service Road on the east side of, and running parallel to, US 70, between Grantham Road and Airport Road (approximately Mainline stations 54+00.00 to 87+50.00);
 - (c) Service Road on the east side of, and running parallel to, US 70, between Airport Road and Williams Road (approximately Mainline stations 92+00.00 to 116+50.00); and
 - (d) Service Road on the east side of, and running parallel to, US 70, between SR 1915 (Oak Street) and SR 1139 (Plum Street), (approximately Mainline stations 130+00.00 to 147+00.00).

6. Cross Streets

- 6.1 Along segments that include one single lane in each direction, the minimum lane width for Cross Streets shall be 14 feet. Along segments that include two or more lanes in either direction, the minimum lane width for Cross Streets shall be 12 feet.
- 6.2 The Design-Build Team shall design and construct all cross streets to meet the following minimum design speeds:
- (a) Day Star Lane: 40 mph
 - (b) Thurman Road: 40 mph
 - (c) Taberna Way: 30 mph
 - (d) Garner Road: 40 mph
 - (e) Grantham Road: 40 mph
 - (f) Airport Road: 50 mph
 - (g) Williams Road: 50 mph
- 6.3 Day Star Lane:
- (a) The Design-Build Team shall remove and replace Day Star Lane. The new Day Star Lane shall be within the Department's right of way, except for the 300 feet closest to Old Cherry Point Road, where the new Day Star Lane shall align with the existing Gibbs Road centerline.

6.4 Thurman Road:

- (a) Reconstruction limits for Thurman Road shall be, at a minimum, the intersecting points with proposed Service Roads east and west of the Mainline.
- (b) Between the intersecting points of Thurman Road with proposed Service Roads east and west of the Mainline, Thurman Road shall be designed and constructed with a minimum of two (2) through lanes in each direction and a raised median of variable width.
- (c) At its eastern limit, past the intersecting point with proposed Service Roads -SRY21C- and -SRY21D-, Thurman Road shall transition from a 4-lane cross section to the existing 2-lane cross section. Such transition shall be of sufficient length to tie into existing and in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.
- (d) At the intersection of Thurman Road with the interchange ramps, turning lanes and channelization in the form of raised concrete islands shall be provided in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.

6.5 Taberna Way

- (a) The western reconstruction limit for Taberna Way shall be, at a minimum, the intersecting point with proposed Service Roads -SRY21AY22B- and -SRY22A-.
- (b) The eastern reconstruction limit for Taberna Way shall be Old Cherry Point Road. The new alignment of Taberna Way east of the Mainline shall connect with Old Cherry Point Road. This new intersection with Old Cherry Point Road does not need to include turning lanes, unless specifically requested by the Department.
- (c) Between the intersecting points of Taberna Way with proposed Service Roads east and west of the Mainline, Taberna Way shall be designed and constructed with a minimum of two (2) through lanes in each direction and raised median of variable width.
- (d) At its eastern limit, past the intersecting point with proposed Service Road -SRY22D-, Taberna Way shall transition from a 4-lane cross section to a 2-lane cross section. Such transition shall be of the length required by the documents set forth in Section 1.1 of this Roadway Scope of Work.

- (e) At the intersection of Taberna Way with the interchange ramps, turning lanes and channelization in the form of raised concrete islands shall be provided in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.

6.6 Garner Road

- (a) The existing intersection of the Mainline and Garner Road will be eliminated, including the existing paved median cross over on the Mainline shall be removed.
- (b) Garner Road, east and west of the Mainline shall be connected to the Service Roads.
- (c) Reconstruction limits for Garner Road east and west of the Mainline shall be limited to new intersections with Service Roads, as generally shown in the Preliminary Roadway Plans, and match the existing condition on Garner Road.

6.7 Grantham Road:

- (a) Reconstruction limit for Grantham Road west of the Mainline shall be at - Y2- station 12+00.00.
- (b) Reconstruction limit for Grantham Road east of the Mainline shall be the point of intersection with the proposed Service Road north of the Mainline (-SR7-).
- (c) Through the Mainline interchange, Grantham Road shall provide a minimum of two (2) through lanes in each direction.
- (d) At the intersection of Grantham Road with the interchange ramps, turning lanes and channelization in the form of raised concrete islands shall be provided in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.
- (e) All transitions along Grantham Road from the proposed condition back into existing shall be of sufficient length to tie into existing and in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.

6.8 Airport Road:

- (a) Reconstruction limit for Airport Road west of the Mainline shall be approximately at -Y3- station 8+60.00.
- (b) Reconstruction limit for Airport Road east of the Mainline shall be its intersection with Old Cherry Point Road. The Design-Build Team shall be required to install appropriate signage at the intersection of Airport Road and Old Cherry Point Road, however, the Design-Build Team is not required to reconstruct or reconfigure the entire intersection, except where indicated (i.e. the west leg, or Airport Road leg, of the intersection with Old Cherry Point Road). The Design-Build Team is not required to add turning lanes to Old Cherry Point Road, unless specifically requested by the Department. In the event the Department requests turning lanes at the intersection of Old Cherry Point Road with Airport Road, such revisions to the plans, along with any additional studies required shall be paid by the Department as extra work in accordance with Subarticle 104-8(A) of the NCDOT Standard Specifications for Roads and Structures.
- (c) Between the proposed Service Road west of the Mainline, going across the Mainline, and continuing to Old Cherry Point Road east of the Mainline, Airport Road shall provide two (2) through lanes in each direction.
- (d) West of the Mainline, from the proposed Service Road going west to Airport Road's reconstruction limit approximately at -Y3- station 8+60.00, Airport Road shall transition into existing. Such transition shall be of sufficient length to tie into existing and shall be in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.
- (e) At the intersection of Airport Road with the interchange ramps, turning lanes and channelization in the form of raised concrete islands shall be provided in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.

6.9 Williams Road:

- (a) Reconstruction limit for Williams Road west of the Mainline shall be approximately at -Y4- station 11+18.00.
- (b) Reconstruction limit for Williams Road east of the Mainline shall be its intersection with Old Cherry Point Road. The Design-Build Team shall be required to install appropriate signage at the intersection of Williams Road and Old Cherry Point Road, however, the Design-Build Team is not required to reconstruct or reconfigure the entire intersection except where indicated (i.e. the west leg, or Williams Road leg, of the intersection with

Old Cherry Point Road). The Design-Build Team is not required to add turning lanes to Old Cherry Point Road, unless specifically requested by the Department. In the event the Department requests turning lanes at the intersection of Old Cherry Point Road with Williams Road, such revisions to the plans, along with any additional studies required shall be paid by the Department as extra work in accordance with Subarticle 104-8(A) of the NCDOT Standard Specifications for Roads and Structures.

- (c) Between the proposed Service Road west of the Mainline, going across the Mainline, and continuing to Old Cherry Point Road east of the Mainline, Williams Road shall provide a minimum of two (2) through lanes in each direction.
- (d) West of the Mainline, from the proposed Service Road going west to Williams Road's reconstruction limit approximately at -Y4- station 11+18.00, Williams Road shall transition into existing. Such transition shall be of sufficient length to tie into existing and shall be in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.
- (e) At the intersection of Williams Road with the interchange ramps, turning lanes and channelization in the form of raised concrete islands shall be provided in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.
- (f) The Design-Build Team shall design and construct a full-movement access at the shopping center property located at quadrant A of the Mainline / -Y4- interchange, at -Y4- Station 17+15.00, as shown in the Preliminary Roadway Plans provided by the Department. All movements shall be designed to accommodate a WB-65 design vehicle.
- (g) The Design-Build Team shall also provide, at a minimum, a left-out movement at -Y4- Station 15+80.00 Left to accommodate traffic exiting from behind the shopping center property in an easterly direction onto -Y4-. The left-out movement shall be designed to accommodate a WB-65 design vehicle. The Design-Build Team may provide a full-movement intersection at this location if it is able to prove that a full-movement intersection at this location will perform as good or better than the configuration shown in the Preliminary Roadway Plans provided by the Department.
- (h) In lieu of providing a full-movement access into the shopping center property at -Y4- Station 17+15.00 Left as detailed in 6.9(f) above, the Design-Build Team may provide a full-movement intersection for the shopping center from -SR4-. All movements shall be designed to

accommodate a WB-65 design vehicle. This option shall meet the following conditions:

- (i) This option shall only be designed and constructed if the Design-Build Team is able to prove that this option will perform as good or better than the configuration shown in the Preliminary Roadway Plans provided by the Department.
- (ii) Relocating the shopping center full-access intersection from -Y4- Station 17+15.00 to -SR4- shall not increase the footprint of -SR4- and the currently proposed right of way at this location, as shown on the Preliminary Roadway Plans provided by the Department, and shall not reduce the number of parking spaces.
- (iii) The Design-Build Team shall provide, at a minimum, a left-out movement at -Y4- Station 15+80.00 Left to accommodate traffic exiting the shopping center property in an easterly direction on -Y4-. The Design-Build Team may provide a full-movement intersection at this location if it is able to prove that a full-movement intersection at this location will perform as good or better than the configuration shown in the Preliminary Roadway Plans provided by the Department.
- (iv) This option shall be able to accommodate a WB-65 design vehicle for all movements.
- (v) The Design-Build Team may elect to realign -SR3_ALT- to meet -SR4- at -Y4- Station 18+42.00 if it is able to prove that this realignment will perform as good or better than the configuration shown in the Preliminary Roadway Plans provided by the Department.

6.10 Elder Street:

- (a) The existing access from Elder Street into the northbound lanes of the Mainline (i.e. pavement between Plum Street and the Mainline providing access onto Elder Street) shall be removed.
- (b) East of the Mainline, Elder Street shall end at its intersection with Plum Street. No work on Elder Street shall be required on the west side of the Mainline.
- (c) No bridge carrying the Mainline over Elder Street will be required at this location. The Design-Build Team may design and construct the Mainline to match the existing US 70 vertical alignment at this location.

7. Pedestrian Accommodations

- 7.1 All existing sidewalk impacted by the Project shall be replaced in kind and in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work.
- 7.2 Without exception, the following Cross Streets must include sidewalk along both sides:
 - (a) Grantham Road;
 - (b) Airport Road; and
 - (c) Williams Road.
- 7.3 Alternative Technical Concepts that eliminate sidewalks at the locations stated in Item 7.2 will be rejected.
- 7.4 All new sidewalk within the Project limits shall only be added at those locations shown on the Preliminary Roadway Plans, and shall be designed and constructed in accordance with the documents set forth in Section 1.1 of this Roadway Scope of Work. All new sidewalk shall have a minimum width of 5 feet plus a 2-foot utility strip between the sidewalk and back of curb. Berm widths for sidewalk areas shall be the 10-foot standard width.
- 7.5 Sidewalk transitions, from proposed sidewalk width to existing sidewalk width, shall be a minimum of 50 feet.

8. Additional Requirements

- 8.1 Due to right of way constraints, the Design-Build Team will be allowed to design and construct minimum ditch widths for the facility functional classification.
- 8.2 Unless noted otherwise elsewhere in this RFP, all bridge rail offsets shall be the greater of 1) the bridge rail offset as indicated in the NCDOT Roadway Design Manual, 2) the approach roadway paved shoulder width, or 3) the offset required to achieve stopping sight distance (maximum 12-foot). Narrower bridge rail offsets based on bridge length will not be allowed.
- 8.3 For all intersection design modifications, the Design-Build Team shall provide a traffic analysis that adheres to the July 1, 2015 NCDOT Congestion Management Capacity Analysis Guidelines for the Department's review and acceptance.

- 8.4 At all intersections with restricted movements impacted by the Design-Build Team's design and / or construction methods, excluding resurfacing or overlays, the Design-Build Team shall provide five-inch keyed-in concrete monolithic channelization islands, regardless of the island dimensions. (Reference Roadway Standard Drawing No. 852.01.)
- 8.5 The mainline is a full control of access facility. The Design-Build Team shall bring to the Division's attention any deviations from the proposed control of access shown on the Preliminary Roadway Plans provided by the Department. The proposed right of way and / or control of access limits may deviate in proximity to cultural, historic, or otherwise protected landmarks, including cemeteries, to eliminate / minimize impacts. Prior to negotiating right of way, easement and / or control of access with property owners, the Department shall accept the Right of Way Plans developed by the Design-Build Team.
- 8.6 Prior to installation, the Design-Build Team shall be responsible for coordinating with, and obtaining approval from, the NCDOT for the control of access fence placement. The Design Build Team shall be responsible for installation of woven wire control of access fence as noted below:
 - (a) Throughout the construction limits, excluding areas that consist solely of pavement marking obliterations / revisions, the Design-Build Team shall remove and dispose of all existing control of access fence, and install new control of access fence.
 - (b) The Design-Build Team shall replace all control of access fence damaged during construction.
 - (c) The Design-Build Team shall install all missing control of access fence.
- 8.7 Except as required elsewhere in this RFP and / or to eliminate a design exception, the Design-Build Team shall not further impact any cultural, historical or otherwise protected landmark or topographic feature beyond that shown on the Preliminary Roadway Plans provided by the Department.
- 8.8 The Design-Build Team shall provide milled rumble strips along the mainline outside and median paved shoulders, including ramp and loop terminals, and acceleration, deceleration and auxiliary lanes, in accordance with the NCDOT Roadway Standard Drawings No. 665.01.

- 8.9 For all bridges, the Design-Build Team shall submit vertical and horizontal clearance design calculations at all critical points. The Design-Build Team shall submit post construction survey points for the aforementioned critical points that verify construction adhered to the vertical and horizontal clearances accepted by the Department. The Design-Build Team shall be responsible for all costs associated with correcting vertical and horizontal clearances resulting from any construction variation from the design accepted by the Department.
- 8.10 Roundabouts:
- (a) The design and construction of roundabouts will be permitted at all intersections identified as warranting traffic signals, per the Traffic Signals Recommendations (Revised) memorandum by Regional Traffic Safety Engineer Bailey Harden, PE, dated March 21, 2019. All other intersections within the project limits not warranting traffic signals shall be stop-controlled.
 - (b) All roundabout designs within the project limits shall have no more than one (1) circulating lane, with the exception that right turn lanes may be added for an approach if traffic capacity requires such addition. Any right-turn lanes shall be yield lanes. Slip-lanes shall not be permitted. The Design-Build Team shall use gore striping (also referred to as vane islands) if right turn lanes are added to any roundabout design, in accordance with TRB Report 672 *Roundabouts: An Information Guide*, Second Edition, Exhibit 6-37. Teardrop designs are preferred at ramp intersections.
 - (c) In the event the Design-Build Team elects to employ roundabout designs at ramp intersections, the Design-Build Team shall design and construct roundabouts at both ramp intersections for the same interchange (WB and EB US 70). Combinations of roundabouts and traffic signals at ramp intersections for a single interchange will not be permitted. A maximum of two roundabouts per -Y- line at the locations specified in this Section 8.10(c) are permitted, except at Williams Road (-Y4-), where a maximum of three roundabouts are permitted only if it is proven to function equally or better than the configuration shown in the Preliminary Roadway Plans provided by the Department. Such design shall also be in compliance with the requirements Section 6.9 (Williams Road) in this Roadway Scope of Work, and Section 8.10(b) above.
 - (d) The length of all bridges along US 70 shall be able to accommodate, at a minimum, the typical cross section along all -Y- lines shown in the Preliminary Roadway Plans provided by the Department; meet all the project commitments included in Section H (*Project Commitments*) of the Type III (Ground Disturbing) Categorical Exclusion Action for U-5713 / R-5777A & B approved by FHWA on July 2, 2018; and the requirements of this RFP.

- (e) An ATC will not be required to replace signal-controlled intersections with roundabouts. The Department reserves the right to require modifications to the roundabout designs if deemed necessary.

9. Noise Abatement

The Department will provide an approved Traffic Noise Report (TNR) and associated Preliminary Noise Wall Recommendation Memorandum that is based on the Department's preliminary design. The Design-Build Team shall evaluate the entire Project and develop the Design Noise Report (DNR) based on the plans developed by the Design-Build Team, regardless of changes to the Department's preliminary design. The DNR shall be developed in accordance with the NCDOT 2016 *Traffic Noise Policy* and the NCDOT 2016 *Traffic Noise Manual*; and be reviewed and accepted by NCDOT. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall include all design and construction costs for all sound barrier walls required by the accepted DNR, as well as all costs associated with performing any additional geotechnical investigations necessary to design the foundations, in the lump sum price bid for the entire project. However, the Design-Build Team will not be required to include any designs associated with the proposed sound barrier walls in the Technical Proposal. Prequalification under Discipline Code 441 shall be required for the firm developing the DNR.

The Design-Build Team is cautioned that the TNR and Preliminary Noise Wall Recommendation Memorandum are provided to show the general location of potential walls. Thus, as with all information provided by the Department, the TNR and Preliminary Noise Wall Recommendation Memorandum are provided for informational purposes only and; the Department will not honor any requests for additional contract time or compensation for any variations between the approved TNR and the approved DNR.

The Department will ballot all benefited receptors to determine which sound barrier walls recommended in the accepted DNR will be constructed. The Design-Build Team shall (1) develop and provide the information required by the Department to complete the balloting process, and (2) attend and / or speak at all balloting meetings and workshops. The Department will require four months to complete the balloting process. The Department will not honor any requests for additional contract time or compensation for the sound barrier wall construction unless the aforementioned four-month timeframe is exceeded. If time were granted, it would only be for that time exceeding the four-month period, which shall begin on the date the Department accepts the DNR developed by the Design-Build Team. The Design-Build shall not construct any sound barrier walls until the balloting process has been completed by the Department.

In accordance with Subarticle 104-8(A) of the 2018 Standard Specifications for Roads and Structures, if the accepted DNR and balloting process require more than 50,000 square feet (sf) of sound barrier wall, the amount over 50,000 sf will be paid for as extra work at the unit price of \$40.00 per square foot. All work tasks required to design and construct the

additional sound barrier walls, including but not limited to traffic control, pavement, drainage, concrete barrier, geotechnical investigation and earthwork shall be considered inclusive in the aforementioned unit price. The amount of extra work shall be determined by deducting all additional sound barrier wall square footage required as a result of horizontal and / or vertical alignment changes to the Preliminary Roadway Plans provided by the Department from the accepted DNR and balloting process sound barrier wall total square footage.

The Design-Build Team shall only credit the Department the construction cost of all sound barrier walls eliminated by the balloting process. The construction costs of all sound barrier walls eliminated solely by the balloting process shall be deducted from the lump sum amount bid for the entire project.

The Design-Build Team shall design and construct all proposed sound barrier walls, within the U-5713 / R-5777A & B project limits, to accommodate the future widening of one additional 12-foot lane and a six-foot buffer as generally shown in the Preliminary Roadway Maps provided by the Department, without requiring any relocations / adjustments. Such future widening shall be considered to be along the R-5777A & B segment toward the Mainline median. Sound barrier walls shown in the TNR or in the Design-Build Team's DNR outside of the U-5713 / R-5777A & B project limits shall not be constructed by the Design-Build Team and will be constructed under a separate contract. (R-5777C). At all sound barrier walls, the Design-Build Team shall provide 1) a four-foot berm between the wall and fill / cut slopes steeper than 6:1 and 2) a parallel concrete ditch at locations where the final grade slopes toward the wall.

To satisfy the FHWA's Abatement Measure Reporting requirements, the Design-Build Team shall prepare and concurrently submit a summary of the sound barrier walls to be constructed on the project with the final sound barrier wall working drawings submittal. The Design-Build Team shall submit the sound barrier wall summary directly to the NCDOT Traffic Noise and Air Quality Group and include the information noted in Title 23 Code of Federal Regulations Part 772 Section 772.13(f), including but not limited to overall cost and unit cost per square foot.

10. Driveway Access

- 10.1 Excluding undeveloped properties and / or those properties identified as a total take, as determined by the Service Road Study, the Design-Build Team shall design and construct a minimum of one driveway per parcel.
- 10.2 The Design-Build Team shall design and construct all driveways in accordance with the most recent version of the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*, and with the following minimum requirements:
 - (a) The Design-Build Team shall provide horizontal and vertical alignments for all driveways that require 100 feet or longer to tie to existing.

- (b) Excluding grades required to tie to an existing limiting condition, the maximum driveway grade shall be 10.0%.
- (c) 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.
- (d) 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.

ENVIRONMENTAL PERMITS SCOPE OF WORK (7-26-2019)

1. General

The Design-Build Team shall be responsible for preparing all documents necessary for the Department to obtain the environmental permits required for the project construction. Permit applications shall be required for the US Army Corps of Engineers (USACE) Section 404 Permit, the NC Department of Environmental Quality, Division of Water Resources (NCDWR) Section 401 Water Quality Certification, Neuse Riparian Buffer Authorization. Depending upon impacts, a CAMA Major Development permit or Consistency Determination from the Division of Coastal Management may be required.

The Design-Build Team shall not begin ground-disturbing activities in jurisdictional resources until the environmental permits have been issued.

The Design-Build Team shall not conduct ground-disturbing activities until archaeological surveys are completed. These surveys will be provided to the Design Build Team when complete.

The Design-Build Team shall coordinate with the Division Construction Engineer or designee 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 Division Construction Engineer or designee 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.

The Design-Build Team may begin construction activities prior to obtaining the aforementioned permits provided that (1) the Department has reviewed and accepted the appropriate design submittal(s); (2) the Department is notified in writing and provides written approval prior to beginning work; and (3) such activities are outside jurisdictional resources.

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 Division present. A representative from the Division shall be included on all correspondence.

Projects U-5713, R-5777A and R-5777B are not in the Merger Process. 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 variation 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 4B and 4C Meetings for January 2020 and April 2020, 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.

2. Permit Application Process and Timeframe for all Permits except the Nationwide Permit No. 6 for Geotechnical Investigations

It shall be the Design-Build Team's responsibility to acquire information and prepare permit drawings that reflect the impacts and minimization efforts resulting from the Merger Process and 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. 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, 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)

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.

Excluding the Nationwide Permit No. 6 for geotechnical investigations, 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 Division Construction Engineer or designee, Resident Engineer, DEO and EAU 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 Division 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 the Division 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 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 11 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 11-month period. The Department will consider requests for contract time extensions for obtaining the permits only if the Design-Build Team has pursued the work with due diligence, the delay is beyond the Team’s control, and the 11-month period has been exceeded. If time were granted it would be only for that time exceeding the 11-month period. This 11-month period is considered to begin on the Date of Availability as noted elsewhere in the RFP.

The Design-Build Team is advised herein that the approximate timeframes listed above for the NCDCEM, NCDWR, and the USACE to review a permit application begin only after a fully complete and 100% accurate submittal.

3. 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 U-5713, R-5777A and R-5777B preliminary designs.

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. To mitigate for these additional jurisdictional impacts, the Design-Build Team shall be responsible for all costs associated with acquiring suitable mitigation. Construction of any on-site mitigation shall be performed by a contractor that has successfully constructed similar on-site mitigation. In the absence of suitable on-site mitigation, the Design-Build Team shall be responsible for acquiring all additional mitigation from the NC Division of Mitigation Services or an approved compensatory mitigation banking source.

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, and historical, archaeological, and cultural resources surveys in these areas. The environmental consultant shall obtain concurrence through the Division, from the U.S. Fish & Wildlife Service and/or 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 11-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.

4. 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 U-5713, R-5777A and R-5777B environmental documents, 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 Division. 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 the Division Construction Engineer or designee.

The Design-Build Team shall coordinate with the Division and the NCDOT Archaeological Group to comply with the following environmental commitment.

New Bern Battlefield Earthworks (CV2055)

Project activities within the existing right of way on the east side of U.S. 70 will impact the earthworks, however a finding of no adverse effect will be established when the commitments detailed below are fulfilled:

1. Construction activities will not impact any land outside (east of) the existing ROW (all land within 35 meters (115 feet) of the U.S. 70 pavement).
2. Archaeological survey will be conducted within the existing ROW from the earthworks north to a small drainage valley, a distance of approximately 273 meters (900 feet). The survey will consist of the excavation of shovel tests at a 15-meter (50-foot) interval within the existing ROW.
3. A metal detector survey will be conducted within the existing ROW along the east side of U.S. 70 from the earthworks north to a small drainage valley. The metal detector survey will be followed by shovel tests placed at each positive reading.
4. The earthworks will be examined by excavation of a trench across it. The cross section will be recorded with a measured drawing and photographs.
5. The results of the survey/testing will be provided in a report that will be reviewed by NCDOT and HPO/OSA staff.
6. No staging or storage of equipment and materials will occur within the National Register boundary and corresponding vicinity of the newly identified earthworks section.
7. Tree protection will be installed along the ROW during construction.
8. To ensure avoidance of the earthworks, protective fencing will be installed defining its boundary. A member of the NCDOT Archaeology Group (Caleb Smith, 919-707-6086) will assist with the installation of this protective fencing.

On-going Archaeological Surveys

NCDOT will conduct the required archaeological survey for R-5777AB in several areas where high archaeological potential has been identified along each side of U.S. 70.

Northern long-eared bat (NLEB) (*Myotis septentrionalis*)

The USFWS has developed a programmatic biological opinion (PBO) in conjunction with the Federal Highway Administration (FHWA), USACE, and NCDOT for NLEB in eastern North Carolina. The PBO covers the entire NCDOT program in Divisions 1-8, including all NCDOT projects and activities. The programmatic determination for NLEB is “May Affect, Likely to Adversely Affect”. The PBO provides incidental take coverage for NLEB and will ensure compliance with Section 7 of the Endangered Species Act for five years for all NCDOT projects with a federal nexus in Divisions 1-8, which includes Craven County, where TIP U-5713 and R-5777A & B are located. This level of incidental take is authorized from the effective date of a final listing determination through April 30, 2020.

EROSION AND SEDIMENTATION CONTROL SCOPE OF WORK (6-22-2018)

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 NCDOT *Design-Build Submittal Guidelines* before **any** land disturbing activities, including clearing and grubbing, can commence. If the Design-Build Team chooses to perform the work in discrete sections, then a complete set of Clearing & Grubbing and Final Grade RFC Erosion Control Plans shall be submitted, accepted, and distributed, as noted above, prior to land disturbing activities, including clearing and grubbing, commencing in that section. No land disturbing activities, including clearing and grubbing, shall occur in any location that does not have accepted Clearing & Grubbing and Final Grade RFC Erosion Control Plans. Refer to the most recent versions of the NCDOT *Erosion and Sediment Control Design and Construction Manual* and the 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 Division Construction Engineer or designee 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, 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, Q25, using 25-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website <https://hdsc.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, Q25, using the 25-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website <https://hdsc.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) = Q25 (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 the most recent version of 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 three 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, Q25, using 25-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website <https://hdsc.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, Q25, using the 25-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website <https://hdsc.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) = Q25 (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://connect.ncdot.gov/resources/roadside/Pages/Soil-Water.aspx>

- 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 at pods, lakes, and other jurisdictional standing water bodies 1) where construction activities create surface fill impacts 2) or where sufficient erosion and sediment control devices cannot be installed to contain sediment and/or turbidity impacts.
- G. 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:

<https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf>

- H. Borrow or waste areas that are part of the project shall require a separate Reclamation Plan, unless the borrow or waste activity is regulated under the *Mining Act of 1971*, or is a landfill regulated by the NCDEQ - Division of Waste Management (DWM). For newly created borrow pit(s) that require dewatering, Borrow Pit(s) Dewatering Basins shall be required and shall be in accordance with the applicable special provisions available at the website noted in Section 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 Division Construction Engineer or designee and the Resident Engineer. For Reclamation Procedures, see:

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/ContractedReclamationProcedures.pdf>

- I. 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.
- J. An accepted Erosion and Sedimentation Control Plan shall not exempt the Design-Build Team from making every effort to contain sediment onsite.
- K. Any Erosion Control Design revision made during the construction of the project shall be submitted to NCDOT Roadside Environmental Unit by the 15th of the month via the Division. At any time requested by the Engineer or the NCDOT Roadside Environmental Unit, the Design-Build Team shall provide an updated version of the Erosion and Sedimentation Control Plans for distribution to all parties involved in the construction process.
- L. The Design-Build Team shall comply with the North Carolina Administrative Code *Title 15A Environmental Quality Chapter 4, Sedimentation Control*.
- M. 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.

- N. 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.
- O. 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.
- P. 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, the Division Construction Engineer or designee 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.
- Q. 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
- R. Erosion & Sediment Control / Stormwater Certification shall be required according to the Project Special Provision found elsewhere in this RFP.
- S. 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:
- <https://connect.ncdot.gov/resources/roadside/Pages/Field-Operations-Documents.aspx>**
- T. 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 Division Construction Engineer or designee, 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.
- U. 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)
- V. 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.
- W. 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.

X. 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.

Y. 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 or
Sweet Sudan Grass
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

September 1 – February 28

18# Creeping Red Fescue Cultivars ***

6# Indiangrass
8# Little Bluestem
4# Switchgrass
35# Rye Grain

500# Fertilizer
4000# Limestone

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 nd Millennium	Essential	Kalahari	Shelby
3 rd 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
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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 1st through September 30th, 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*, with the exception that centipede seed shall not be allowed in the seed mix. The rate of application for supplemental

seeding shall be between 25# to 75# per acre. Prior to topdressing, the Design-Build Team shall determine the actual rate per acre for supplemental seeding and submit the supplemental seeding rate and areas to the Department for review and acceptance.

To prevent disturbance of existing vegetation, minimum tillage equipment, consisting of a sod seeder, shall be used to incorporate seed into the soil where degree of slope allows. Where degree of slope prevents the use of a sod seeder, a clodbuster (ball and chain) may be used.

Mowing

The minimum mowing height shall be four inches.

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 Representatives, 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 Erosion and Sedimentation 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 2018 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.

GEOENVIRONMENTAL SCOPE OF WORK (5-29-2018)

I. DEFINITION

For the purpose of this scope of work, contamination / contaminants are defined as any substance that when discharged in any quantity may present an imminent and substantial danger to the public health or welfare. Petroleum is defined as any petroleum-derived product of any kind and in any form, including, but not limited to, crude oil, diesel fuel, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether occurring singly or in combination with other substances.

II. DESCRIPTION OF WORK

Sites of concern were identified in the *GeoEnvironmental Pre-Scoping Comments for U-5713* dated September 12, 2016, the *GeoEnvironmental Pre-Scoping Comments for R-5777A&B* dated October 27, 2017. After submittal of the right of way / 60% roadway design plans, the Design-Build Team shall hold a right of way consultation with the Department's GeoEnvironmental staff, Division Construction Engineer or designee, and key Design-Build Team members. Sites of concern within the proposed right of way that are noted in the *GeoEnvironmental Pre-Scoping Comments and 3/14/2018 Addendum*, and any other sites identified by the Design-Build Team during the right of way consultation, shall be investigated by the Department. The Department shall require 90 days from the date of the consultation to investigate and provide Right of Way Recommendations. The Right of Way Consultation shall occur prior to the Design Build Team making offers to purchase the right of way on these sites of concern. The Design-Build Team shall adhere to all Right of Way Branch procedures regarding the acquisition of contaminated property and any Right of Way Acquisition Recommendations provided by the Department.

After the parcels with identified contamination and/or underground storage tanks (USTs) are acquired and cleared of all existing above ground structural improvements, the Department shall remove all USTs from the right of way within 60 days of notification that the structures have been removed. Contaminated soil shall be removed by the Department to the limits necessary to complete the construction project. All remaining contaminated soil shall be left in place and undisturbed.

III. INFORMATION PROVIDED BY NCDOT:

- GeoEnvironmental Pre-Scoping Comments U-5713 dated 9/12/2016, and R-5777A&B dated 10/27/2017.
- GeoEnvironmental Phase 1 U-5713 & R-5777A&B dated August 21, 2018.

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*.

GEOTECHNICAL ENGINEERING SCOPE OF WORK (3-25-19)

GENERAL

All geotechnical data, tests, computations and supporting subsurface investigations and documentation submitted by the Design-Build Team shall be provided 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, sound barrier foundations, and overhead sign structure foundations, and temporary structures.

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

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

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

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

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 minimum of 2 standard penetration test (SPT) shall be required per bent for all bent lengths of 50 feet or less. Additional SPT borings shall be required across the roadway typical section for each bent more than 50 feet long and the borings shall be spaced no greater than 50 feet apart. All borings for pile-supported bents shall be located within 25 feet of the centerline of each bent location to be counted for these minimum requirements. For structure sites with multiple bridges, borings may be performed between bridges along the bent projection provided the distance between any two borings does not exceed 50 feet. The Design-Build Team shall extend all borings to a depth of 15 feet or four foundation element diameters, whichever is greater, below the foundation element to show a complete subsurface profile. The Design-Build Team shall be responsible for obtaining the borings noted above for all bents where subsurface information is not sufficient or is warranted by variability in the geology unless the prequalified geotechnical firm submits documented justification that the subsurface investigation provided by the 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 and sound barrier walls shall be 200 feet, with a minimum of two borings; one at each end of the wall. Drill borings for retaining walls a minimum depth below the bottom of the wall equal to twice the maximum wall height. Boring depths for sound barrier walls shall be to a minimum depth below the bottom of the wall equal to the maximum wall height or to SPT refusal.

ADDITIONAL DESIGN REQUIREMENTS

A. Structure Foundations

- Support all bridge bents on deep foundations.
- Use abutment walls for all bridge end bents.
- Moment slab barriers are required on top of or as close as workable for all abutment walls. Address possible differential settlement between the moment slab and the wall facing.
- All retaining walls must be included in the aesthetics package as to be submitted for review and acceptance by the Division.

B. Roadway Foundations

- Unless noted otherwise herein, all unreinforced proposed fill slopes, 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 1) the NCDOT Geotechnical Standard Details 1803.1 and / or 1803.2 are applicable, or 2) detailed design calculations and a slope stability analysis are submitted for review and acceptance prior to construction.

- Reinforced soil fill slopes shall only be used to minimize impacts to existing structures, and / or cultural, historical or otherwise protected landmark or topographic features.
- Check the overall final condition stability of reinforced and non-reinforced earth slopes including bridge abutments. Include internal, external, compound, and global investigations in the overall stability check. Meet the following performance criteria for fills slopes, cut slopes, and bridge abutments constructed under this Contract:
 - Global stability calculations: minimum Safety Factor of 1.5 for bridge abutments
 - Global stability calculations: minimum Safety Factor of 1.3 embankment fills
 - Global stability calculations: minimum Safety Factor of 1.5 for cut slopes
 - Lateral squeeze calculations: minimum Safety Factor of 2.0
- Design and construct bridge approach fills such that no more than 1 inch of settlement occurs, measured at the back of the approach slab, from the time the approach slab is cast until the end of the 12-month warranty period.
- Identify any settlement impacts for storm drainage, pipe culverts, and box culverts and mitigate these impacts in the design. Settlement for any existing pipe structures to be maintained in a temporary condition for construction shall also be evaluated and mitigated. The settlement evaluation and mitigation developed by the design build team will be reviewed and approved by the Department.
- Identify any settlement impacts for utilities and mitigate these impacts in the design. Allowable settlement for utilities shall be determined by the utility owners.
- Mitigate all unsuitable soils to the extent required to improve the stability of the proposed embankment or subgrade. Use any suitable material to backfill undercut areas except when employing shallow undercut in accordance with Section 505 of the NCDOT 2018 *Standard Specifications for Roads and Structures* which requires the use of Select Material, Class IV. For undercut backfilling in water, use Select Material, Class III.
- Proofrolling of subgrade with a 35-ton roller is required.

C. Ground Improvement Methods

Ground improvement techniques to mitigate long term settlement problems or to transfer the embankment load to a deeper bearing stratum are acceptable means to accelerate construction and minimize settlement. Design roadway embankments such that no more than 2” of settlement is calculated from substantial completion to 15 years after substantial completion.

All ground improvement techniques shall follow the current industry standard practices and the guidelines of *Geotechnical Engineering Circular No. 13 Ground Modification Methods Reference Manual FHWA publication FHWA-NHI-16-027 and FHWA-NHI-16-028* or *Geosynthetic Design and Construction Guidelines FHWA-HI-95-038*. For Geofam design and construction, use the Geofam Applications in the Design and Construction of Highway Embankments, Prepared for National Cooperative Highway Research Program (NCHRP) Project 24-11, Transportation Research Board of the National Academies, July, 2004 and Guideline and Recommended Standard for Geofam Applications in Highway Embankments, National Cooperative Highway Research Program (NCHRP) Report 529, Transportation Research Board of the National Academies, 2004.

- Submit ground improvement designs recommendations and calculations including the Geotechnical Instrumentation and Monitoring Plan to the NCDOT Geotechnical Engineering Unit for acceptance 30 days prior to beginning embankment construction. Only the following Ground Improvement Methods or combination of methods are allowed to improve the foundation soil conditions:
 - Excavation and replace with granular soils
 - Wick drains and/or surcharge and/or waiting periods
 - Lightweight fill – Lightweight Aggregate
 - Lightweight fill – foamed (cellular) lightweight concrete
 - Lightweight fill – expanded polystyrene (EPS Geofam Blocks)
 - Column Supported Embankments (CSE) – Columns may consist of aggregate columns as defined in Chapter 5 of FHWA GEC 013, vibro concrete columns (VCC), controlled modulus columns (CMC), or stiff piles as defined in 3.1.1 (first three paragraphs) of Chapter 6 of FHWA GEC 013. Helical Screw Piles are not allowed for columns. Aggregate columns must consist of coarse aggregate. A Load Transfer Platform (LTP) is required for CSEs, refer to FHWA GEC 013 Chapter 6 for design of the LTP.

D. Geotechnical Instrumentation and Monitoring Plan (GIMP)

- Include in the Geotechnical Instrumentation and Monitoring Plan (GIMP) a detailed program for monitoring settlement where ground improvement methods are used. Provide and monitor instrumentation starting at the beginning of structure / embankment construction to capture results and to compare with the predictions of the geotechnical design. Continue monitoring embankments and abutment walls until the project is substantially complete. Use a geotechnical firm to install inclinometers and piezometers with experience installing this type of geotechnical instrumentation on similar projects.
- Develop, implement, and maintain a GIMP to include the following information:
 - Instrument types to be used
 - Locations of each instrument
 - Installation procedures
 - Zone of influence for each instrument
 - Critical readings and frequency of readings
- Collect data at least once a week and record data on a website accessible by the Engineer.
- At a minimum, monitor the following parameters:
 - Settlement profile under or near the bottom of each abutment wall at the end of the approach slab. Use a horizontal inclinometer to collect settlement profile data.
 - Pore water pressures except for embankments supported by stiff columns.
 - Vertical and horizontal movement and tilt of abutment walls measured at 5 points (End of approach slab both sides, both corners of the wall, and centerline for each abutment wall).
- Provide plan, profile, and cross section sheets showing the program instrumentation, including locations (X, Y, Z) of sensors, cables, and associated cabinets. Show sensor types, measurement ranges, and related data on the plans. Conduct a meeting to coordinate details of the monitoring program with NCDOT and program implementation staff.

E. Permanent Retaining Wall Structures

- 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>

Limit transverse differential settlement for MSE walls to 1/50 from face of wall to back of strips. Where abrupt changes in settlement are anticipated, provide vertical slip joints.

Provide drainage for all walls and connect to a drainage feature.

- With the exception of walls covered by a Geotechnical Engineering Unit Standard Detail, 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

- Submit a wall layout and design for each retaining wall. The wall layout submittal shall include at least 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.
 - Roadway plan sheets showing the wall (half size)
 - Roadway cross sections sheets showing the wall (half size)
 - Traffic Control Plans showing the wall (half size)

- For project retaining walls requiring a design not covered by a Geotechnical Engineering Unit Standard Detail, the wall layout submittal shall also include the following:
 - Calculations for bearing capacity, global stability, and settlement
 - Details of conflicts with utilities and drainage structures
- 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. All slopes behind walls shall be 4:1 (H:V) or flatter.
- Drainage over the top of retaining walls shall not be allowed. Direct runoff above and below walls away from walls, if possible, or collect runoff at the walls and transmit it away. Curb and gutter or cast-in-place single faced barrier with paving up to the wall shall be required when runoff cannot be directed away from the back or front of the wall. In accordance with the NCDOT *Roadway Design Manual* – Section 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 with slopes draining towards the wall, and a four-foot bench between the wall and fill / cut slopes steeper than 6:1 (H:V).
- 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.
- When using abutment retaining walls with deep foundations, the end bent deep foundation shall be designed and constructed with one of the following and include any lateral loading resulting from the pile deflection in the design of the MSE walls:
 - A single row of plumb piles with brace piles battered toward the wall
 - A single row of plumb piles with MSE reinforcement connected to the back of the cap
 - An integral abutment with a single row of plumb piles and no reinforcement connected to the back of the cap in accordance with FHWA GEC 11 pages 6-8 through 6-10
- All deep foundations for end bents with abutment retaining walls shall extend a minimum of ten feet below the retaining wall foundation or leveling pad.

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 NCDOT 2018 Roadway Standard Drawing No. 1170.01.

ADDITIONAL CONSTRUCTION REQUIREMENTS

- The Design-Build Team shall investigate, propose, and submit proposed remedial measures to the NCDOT Geotechnical Engineering Unit for review and acceptance (prior to incorporating recommended remedial measures into the project) for any construction problems related to the following:
 - Foundations
 - Retaining walls
 - Sound barrier walls
 - Subgrades
 - Settlement
 - Slopes
 - Construction vibrations
- The prequalified geotechnical firm which prepares the foundation designs shall review and approve all pile driving equipment and criteria. After the prequalified geotechnical firm has approved these submittals, the Design-Build Team shall submit them to the NCDOT for review and acceptance prior to beginning construction. Hammer approvals shall be submitted prior to performing any pile driving and shall be performed using GRLWEAP Version 2010 or later.
- The prequalified geotechnical firm which prepares the original foundation designs shall be responsible for any necessary changes to the foundation designs revising analysis, recommendations, and reports as needed. All changes shall be based upon additional information, subsurface investigation and / or testing. Send copies of revised designs, including additional subsurface information, calculations and any other supporting documentation to the NCDOT for review and acceptance.

- 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 NCDOT 2018 *Standard Specifications for Roads and Structures*). The Design-Build Team shall be responsible for deciding if any pre- and post-construction monitoring and inventories need to be conducted. Any monitoring and inventory work shall be performed by a prequalified consulting firm.
- Use Pile Driving Analyzer (PDA) testing on a minimum of two piles for each pile size and type for each bridge with driven piles using the approved hammer driving system for the pile. The two test piles shall not be located at the same bent. PDA test piles shall be spread out across the bridge to provide data across the entire bridge site. Drive criteria at each bent shall be based on the PDA test pile most representative of the conditions at the bent and shall be approved by NCDOT. PDA testing shall be performed during initial drive and as necessary for re-strikes of the tested pile. Changes in hammer driving systems and / or additional similar hammer driving systems shall require additional PDA testing. Additional PDA testing may be warranted based on *AASHTO LFRD Bridge Design Specifications* and shall be recommended as needed by the geotechnical foundation design engineer and submitted to the NCDOT for review and acceptance.
- The PDA Consultant shall perform PDA testing, provide PDA reports, and develop pile driving inspection charts or tables. All recommendations shall be submitted to NCDOT for review and acceptance prior to driving any production piles at the applicable bridge.
- The geotechnical grade point shall be defined as the location where the proposed subgrade and natural ground intersect. At all geotechnical grade points, the Design-Build Team shall undercut the existing soils within two feet of the bottom of the proposed subgrade in accordance with the requirements below.
 - The undercut shall extend along the profile to a point where the elevation difference from the bottom of the proposed subgrade to natural ground is greater than two feet, or to 25 feet on each side of the geotechnical grade point, whichever is less.
 - The lateral extent of the undercut shall extend to a point where the elevation difference from the bottom of the proposed subgrade to natural ground is greater than two feet or to one foot outside of the paved shoulder / face of curb of the proposed roadway typical section, whichever is less.
 - The base of the undercut shall parallel the proposed subgrade.
- Send copies of any inspection forms related to foundations, settlement, sound barrier walls, or retaining wall to the NCDOT for review and acceptance.

HYDRAULICS SCOPE OF WORK (2-20-2019)

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 performing all hydraulics and hydrology work shall be prequalified for Tier II hydraulic design work with the Department prior to the Technical Proposal submittal date.
- The Design-Build Team shall hold a pre-design meeting with the Division 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, including but not limited to incorporating discharges from allowable routing programs.
- Raised median island cuts will not be allowed.
- Slotted concrete median barrier will not be allowed.
- All drainage system improvements shall be contained within the right of way. When tying directly to downstream systems outside the right of way, and those downstream systems are found to be hydraulically deficient during the design storm, the Design-Build Team shall provide an OTCB or 2GI within the right of way limits.
- 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
- Existing and proposed longitudinal pipe (trunkline) shall not be located beneath the proposed roadway travel lanes.
- The Design-Build Team shall provide additional outlet protection at all pipe outlets with a ten-year partial flow velocity greater than 15 fps. The aforementioned outlet protection shall mitigate erosive velocities to receiving downstream channels.
- All storm drainage within the railroad right-of-way shall be designed to NCRR / NSR / CSXT standards. In the event of conflicting design parameters and / or ranges in the various railroad standards, the proposed design shall adhere to the most conservative values.

Hydraulic Spread

- The hydraulic spread shall not encroach into any operational lane beyond the limits noted below:
 - For roadways, the hydraulic spread shall not exceed the values specified in Table 10-1 of the current North Carolina Division of Highways Guidelines for Drainage Studies and Hydraulics Design (2016).
 - For shoulder facilities, including those with expressway gutter and shoulder berm gutter, the hydraulic spread shall not encroach into a permanent travel lane and shall not encroach more than two feet into an operational temporary travel lane.
 - For bridges on alignments with design speeds greater than 45 mph, the hydraulic spread shall not encroach into an operational permanent or temporary through lane on a bridge, unless allowed otherwise elsewhere in this RFP. The hydraulic spread shall not encroach more than four (4) feet into an operational permanent or temporary exclusive turn lane.
 - For bridges on alignments with design speeds equal to or less than 45 mph, the hydraulic spread shall not encroach more than four (4) feet into an operational permanent or temporary through lane or exclusive turn lane, unless allowed otherwise elsewhere in this RFP.
 - For existing bridges with no alteration to the travel lanes or shoulders (location and / or widths), hydraulic spread will be allowed to encroach into an operational travel lane to an extent equal to that present in the existing (pre-project) conditions.
- 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 adheres to the hydraulic spread requirements noted above. 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) or closed/suspended drainage systems. If deck drains are used on the bridge, they shall be vertical pipes at the flow line through the deck with no elbow and shall be consistent with that shown in the current NCDOT *Stormwater Best Management Practices Toolbox*.
 - The Design-Build Team shall use 4" deck drains adjacent to pedestrian facilities.
 - The Design-Build Team shall provide bridge drainage features that prevent direct discharge into waterways or onto any existing / future greenway, railway right of way, travel lanes or paved shoulders.
 - The maximum allowable deck drain spacing shall be 12-foot on center.

Hydroplaning Analysis

- Excluding areas that the Design-Build Team will be uniformly overlaying the existing pavement structure, the Design-Build Team shall perform a hydroplaning risk assessment and, as necessary, provide mitigation that minimizes hydroplaning risk for all new and existing roadways within the construction limits. (Reference the Roadway and Pavement Management Scopes of Work found elsewhere in this RFP)
- The Design-Build Team shall utilize one of the following methods to perform the hydroplaning risk assessment:
 - *Hydraulic Engineering Circular 22*, 3rd Edition, 2009
 - *AASHTO Highway Drainage Guidelines*, 2007
 - *AASHTO Drainage Manual*, 2014
 - *GDOT Drainage Design for Highways*, 2017
 - *FDOT Hydroplaning Risk Analysis Design Guidance*, HP Program, 2014
- The Design-Build Team shall give particular attention to areas with zero super elevation in a crest and / or sag vertical curve, and reversal points.
- The Design-Build Team shall include a summary of the hydroplaning risk assessment as part of the Technical Proposal
- The Design-Build Team shall develop a Final Design Hydroplaning Risk Assessment Report that shall be included with the Preliminary Roadway Plans submittal for the Department's review and acceptance.
- In addition to Final Design Hydroplaning Risk Assessment Report, the Design-Build Team shall develop a Construction Hydroplaning Risk Assessment and Mitigation Plan Report that shall be included with the Traffic Control Plans submittal for the Department's review and acceptance. The aforementioned Report shall identify a process that evaluates and avoids concentrated flow across travel lanes where speeds are in excess of 45 mph during construction phasing. (Reference the Transportation Management Scope of Work found elsewhere in this RFP)

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.
- Underground detention will not be allowed. No additional right of way will be acquired solely for stormwater management.
- In accordance with the Guidelines for Drainage Studies and Hydraulics Design, including all addenda, memos and revisions, the Design-Build Team shall prepare Outlet Analyses for the increases in discharge due to the proposed project and take appropriate action to ensure that any increases are appropriately mitigated.
- Direct connections from impervious surfaces to the receiving waters shall be minimized to the maximum extent practicable.

Drainage Structures

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

- In accordance with the *Drainage Pipe Project Special Provision* found elsewhere in this RFP, the Design-Build Team shall replace **all existing pipes** within the existing / proposed right of way of the mainline pavement reconstruction limits, including the mainline, service roads, all collector distributor roads, ramps, loops and interchange quadrants with the appropriate pipe type. (Reference the Pavement Management Scope of Work found elsewhere in this RFP).
- The Design-Build Team shall develop discharges for all drainage structures based upon the future build-out land use projections. The Design-Build Team shall not include the effects of storage when computing discharges for hydraulic design and analysis for areas less than 50% impervious and / or areas without storm drainage systems. For drainage areas where impervious surfaces are greater than 50% and / or areas with storm drainage systems, routing will be allowed. EPA SWMM, USACE HMS, Win TR-20, HydroCADD or equivalent are acceptable programs for routing. A storm drainage duration of 24 hours shall be used in developing the hydrograph.
- Revise the NCDOT 2016 *Guidelines for Drainage Studies and Hydraulic Design* as follows:
 - Table 7-2, Peak Discharge Method Selection
 - Rational Method is acceptable up to the lower limit of the applicable USGS methods.

- Delete the NCDOT Hwy. Hydrologic Charts column
- Delete Appendix C - NCDOT Hydrologic Charts
- Table 7-1, Design Frequency
 - Replace the 50-year frequency for Bridges, Culverts and Cross Pipes (along the mainline) with a 100-year frequency.
 - Replace the 50-year frequency for Storm Drain System at Sags (without relief, along the mainline) with a 100-year frequency.
- Section 15.6 Temporary Encroachment in Regulatory Floodway
 - Section 15.6 is not applicable on this project. The Design-Build Team shall assume all liability for any flood damages resulting from the temporary encroachment.
- For all existing and proposed box culverts and pipes (including all extensions), a minimum 1.5-foot freeboard shall be required below the shoulder point during the design storm. The Design-Build Team shall not steepen slopes, reduce easements and / or reduce right of way solely to obtain the aforementioned freeboard requirement.
- A maximum HW/D = 1.2 shall be required for all existing and proposed box culverts and pipes (including all extensions) during the design year.
- Cross drainage shall be conveyed with a single drainage structure (pipe or box culvert). Multiple lines of pipe, supplemental pipes, and / or more than three (3) box culvert barrels serving the same watershed shall not be permitted.
- All existing and proposed storm drainage systems shall maintain a hydraulic grade line that is a minimum of 0.5 feet below the inlet rim elevation or top of junction box; and shall adhere to all other requirements as identified in Chapter 10 of the *Guidelines for Drainage Studies and Hydraulic Design*.
- In the Technical Proposal, Volume II, the Design-Build Team shall provide a *Box Culverts and Cross Pipes Hydraulic Assessment Table* that contains the attributes noted below for all new box culverts and cross pipes 36-inches in diameter or greater:
 - Station
 - Proposed drainage structure details
 - Drainage Area
 - Percent Impervious or “C” value used
 - Discharge method used
 - Built-Out Discharges (Design Year and 100 Year)
 - FEMA Crossing (Yes / No)
 - Water Surface Elevation Natural Condition

- Water Surface Elevation with Drainage Structure
 - HW/D for Build-out Discharges
 - Hydraulic Freeboard for Build-out Discharges
 - Comments
- For all cross structures requiring a hydraulically effective waterway opening of thirty (30) square feet or more, excluding any area that is buried below the streambed, a reinforced concrete box culvert shall be required. The minimum box culvert size shall be 6' (W) x 6'(H).
 - Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall remove or fill with flowable fill all pipes not retained for drainage purposes.
 - All proposed drainage boxes, including but not limited to catch basins, drop inlets and junction boxes, shall have a grate or manhole access.
 - Throughout the project limits, the Design-Build Team shall analyze all drainage structures for hydraulic and structural deficiencies that are located within the existing / proposed right of way, unless required otherwise elsewhere in this RFP. Within -Y- Line construction limits, the Design-Build Team will not be required to analyze existing cross pipes that will not be lengthened if no additional discharge from the project is being generated. Using the hydraulic discharges for the future build-out land use projections, drainage structures that do not adhere to the requirements in Sections 9.5.1.3 and 9.5.2.3 of the *Guidelines for Drainage Studies and Hydraulic Design*, including all addenda, memos and revisions, and / or the freeboard and HW/D requirements noted above, shall be deemed hydraulically deficient. Based on these analyses, the following shall be adhered to:
 - The Design-Build Team shall provide the appropriate hydraulic mitigation for 1) all hydraulically deficient drainage structures and 2) all hydraulically and structurally deficient drainage structures, including but not limited to replacement. For major hydraulic crossings (crossings requiring a hydraulically effective waterway opening of thirty (30) square feet or more, excluding any area that is buried below the streambed), the Design-Build Team shall 1) remove all hydraulically, or hydraulically and structurally, deficient box culvert(s) and or / pipe(s), unless allowed otherwise elsewhere in this RFP, and 2) replace the aforementioned box culvert(s) and / or pipe(s) with a box culvert. Inlet improvements outside the right of way shall not be allowed to mitigate for hydraulically deficient box culverts and / or pipes. Based on build-out discharges, the Design-Build Team shall identify all hydraulically deficient drainage structures and note their proposed mitigation in the Technical Proposal. At a minimum, in the Technical Proposal, Volume II, the Design-Build Team shall 1) identify all hydraulically deficient storm drainage systems and the proposed mitigation on the plans, and 2) provide a *Box Culverts and Cross Pipes Hydraulic Deficiency Assessment and Proposed Mitigation Table* that contains the box culvert and cross pipe attributes noted below:

- Station
 - Existing Box Culvert / Cross Pipe Details
 - Drainage Area
 - Percent impervious or “C” value used
 - Discharge method used
 - Build-out Discharges (Design year and 100 year)
 - Hydraulically Deficient (Yes / No) for Build-out Discharges
 - Proposed Mitigation Structure(s) Details
 - HW/D for Build-out Discharges at Existing Structure without Mitigation
 - HW/D for Build-out Discharges at Existing Structure with Mitigation
 - Hydraulic Freeboard at Sag for Build-out Discharges at Existing Structure without Mitigation
 - Hydraulic Freeboard at Sag for Build-out Discharges at Existing Structure with Mitigation
 - HW/D for Build-out Discharges for Mitigation Structure(s)
 - Hydraulic freeboard at Sag for Build-out Discharges at Mitigation Structure(s)
 - Comments
- For all pipes and box culverts retained for drainage purposes, the Design-Build Team shall provide appropriate documentation, obtained from video inspections, for the Department’s review and approval prior to any hydraulic design submittal to ensure that the pipes and box culverts are structurally sound. Prior to performing any storm drain clean-out required for the aforementioned video inspections, the Design-Build Team shall obtain approval from the Engineer. In accordance with Subarticle 104-8(A) of the 2018 NCDOT *Standard Specifications for Roads and Structures*, required storm drain clean-out will be paid for as extra work.
 - As directed by the Engineer, the Design-Build Team shall provide the appropriate structural mitigation for all structurally deficient drainage structures. Structural mitigation, for structural deficiencies in drainage structures, including but not limited to all repairs and replacement will be paid for as extra work in accordance with Subarticle 104-8(A) of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

Permit Coordination

- The Design-Build Team shall conduct an interagency hydraulic design review meeting and an interagency permit impacts meeting prior to the final submittal of the environmental permit applications. (Reference the *Environmental Permits Scope of Work* found elsewhere in this RFP.) All work resulting from the interagency hydraulic design review meeting and the interagency permit impacts meeting 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 404 Permit and the NCDWR Section 401 Certification to the

Division. The Design-Build Team shall take minutes of the interagency hydraulic design review meeting and the interagency permit impacts meeting, and provide them to the Department within three business days of the aforementioned meetings.

FEMA Regulated Streams

- For all FEMA regulated streams impacted by the Design-Build Team's design and / or construction, the Design-Build Team shall adhere to the current *Guidelines for Drainage Studies and Hydraulics Design*, including all addenda, memos and revisions, and the following requirements:
 - The Design-Build Team shall prepare a CLOMR or MOA package for the Department's submittal to the North Carolina Floodplain Mapping Program (NCFMP). The Design-Build Team shall obtain NCFMP approval prior to performing any construction activity in a FEMA regulated floodplain.
 - Where a CLOMR is required, the spanning structure shall be designed such that only 0.5 feet of rise occurs between the Corrected Effective and the Revised Conditions for the 100-year water surface elevation.
 - The Design-Build Team shall notify the Division Construction Engineer or designee, in writing, of all structures that may require purchase due to an increase in the 100-year water surface elevation. The Department will be responsible for all surveys to ascertain insurable structures within the impacted area of the floodplain(s). The Design-Build Team shall discuss the extent and limits of the rise in water elevation in the floodplain(s), identify potentially impacted insurable structures, specify areas anticipated to require additional surveys and estimate the anticipated additional right of way impacts outside the project construction limits in the Technical Proposal. (Reference the Right of Way Scope of Work found elsewhere in this RFP.)
 - The Department will be responsible for all fees associated with the CLOMR(s) and / or MOA(s).
 - The Design-Build Team shall ensure that construction and / or removal of all structures in FEMA regulated floodplains adheres to the approved CLOMR(s) and / or MOA(s). Within three months of completion of work in a FEMA-regulated floodplain, the Design-Build Team shall provide As-Built Plans of the site, and a completed As-Built Certification Review Form that verifies construction adheres to the approved CLOMR(s) and / or MOA(s).
 - The Design-Build Team shall prepare a new FEMA model and / or package and be responsible for all associated costs resulting from any construction variation from the approved CLOMR(s) and / or MOA(s).

- The Department will allow no direct contact between the Design-Build Team and the NCFMP representatives. No contact between the Design-Build Team, the NCFMP and / or personnel under contract with NCFMP shall be allowed by phone, e-mail, or in person, without Department representatives present. The Division Construction Engineer or designee shall be included on all correspondence.
- Temporary impacts due to construction and / or on-site detour traffic that 1) last longer than one year and / or 2) encroaches into the floodway, shall be reviewed by the Design-Build Team for changes in the water surface elevations that could impact structures or have adverse impacts to the surrounding property. The results of the review shall be submitted to the Hydraulics Unit in a report format for the Department's coordination with NCFMP.

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 NCDOT *Guidelines for Drainage Studies and Hydraulics 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*
 - The NCDOT *Design-Build Submittal Guidelines*

In case of conflicting design parameters, and / or ranges, in the various resources, the proposed design shall adhere to the most recent version of the NCDOT *Guidelines for Drainage Studies and Hydraulics Design*, including all addenda, memos and revisions, unless noted otherwise elsewhere in this RFP.

ITS SCOPE OF WORK (4-18-19)

GENERAL

Design, furnish, and install new ITS devices along the project. Remove and stockpile ITS devices impacted by the construction of this project. Integrate the new and relocated CCTVs and new DMS devices into the existing computer and network hardware and software at the NCDOT Division 2 Traffic Operations Center (TOC) **located at 1037 W.H. Smith Blvd, Greenville, NC 27835**, the Craven County 911 Center **located in New Bern**, and the Statewide Traffic Operations Center (STOC) located at 1636 Gold Star Drive, Raleigh, NC 27607. Major items of work include, but are not limited to, the following:

- Removal and stockpiling of one (1) analog CCTV assembly and wireless radio communications equipment
- Removal and stockpiling of one (1) DMS assembly and its supporting structure and wireless radio communication equipment
- Design, procurement, installation, integration and testing of five (5) New High Definition (IP Based) Closed Circuit Television Camera (CCTV) assemblies
- Design, procurement, installation, integration and testing of three (3) New Dynamic Message Signs (DMS) assemblies and supporting pedestal type structures
- Procurement and installation of junction boxes
- Design, procurement, and installation of power distribution system and equipment for each new ITS device including service poles
- Coordination with and procurement of Electrical service from appropriate power company including the required permits and inspections by “authorities having jurisdiction”, and the payment of permit fees and service-delivery charges
- Installation and testing of state-furnished cellular modems for the portable CCTV and portable CMS near Williams Street interchange.
- Reinstallation and testing of wireless radio communications equipment, antennas and cabling assemblies.

Furnish and install guardrail to protect the ITS devices, as required.

Determine the location of each ITS device, obtain the Engineer’s approval of the locations, install and implement test procedures, and integrate the devices with the Division 2 Traffic Operations Center (TOC) **located at 1037 W.H. Smith Blvd, Greenville, NC 27835**, the Craven County 911 Center **located in New Bern**, and the Statewide Traffic Operations Center (STOC) located at 1636 Gold Star Drive, Raleigh, NC 27607.

Prior to any underground work, locate existing utilities, communications cable, power cable, and adjust work activities to protect these facilities. Immediately cease work and notify the Engineer and the affected owners if damage to existing utilities occurs. Repair damages to existing utilities, communications cable, and / or power cable at no cost to the Department.

Traveler information about conditions on the Neuse River and Trent River Bridges is vital to the safety of the motoring public. Therefore, 10 days prior to removal of the existing Front Access DMS near Williams Road and the CCTV near Elder Street, the Design-Build Team shall install and make operational a westbound portable CMS and a portable CCTV with a Department-furnished cell modems to perform the operations and functions of the removed DMS and CCTV.

Additionally, provide six (6) portable CCTV cameras for traffic control usage at the direction of the Engineer. Portable CCTV locations will be provided by the Engineer at the time of deployment.

To provide advanced information about conditions within the construction limits, the westbound DMS in this project, proposed to be located east of the Thurman Road, shall be installed and made operational from the Division 2 TOC and from the STOC 30 days prior to the start of construction.

Perform all work in accordance with the *Dynamic Message Sign and High Definition CCTV Metal Pole With CCTV Lowering System Field Equipment Project Special Provisions* found elsewhere in this RFP, the 2018 NCDOT *Standard Specifications for Roads and Structures* and the 2018 NCDOT *Roadway Standard Drawings*.

Refer to the Traffic Signals and Signal Communications Scope of Work for additional ITS, Signal Communication Plans, Junction Box and Conduit requirements.

INTERMEDIATE CONTRACT TIMES

Intermediate Contract Time #8 for Failure to Maintain Traveler Information for Westbound Traffic After the Existing DMS is Removed.

During construction, the Design-Build Team shall maintain traveler information for westbound traffic at location west of Williams Road after the existing DMS near Williams Road is removed. The Design-Build Team shall notify the Engineer a minimum of seven days prior to all proposed disruptions in their ability to maintain traveler information service.

Liquidated Damages for Intermediate Contract Time #8 for Failure to Maintain Traveler Information for Westbound Traffic After the Existing DMS is Removed are \$10,000.00 per day or any portion thereof.

STOCKPILING AND DISPOSAL OF ITS COMPONENTS

For purposes of this ITS scope, stockpile shall mean delivery of material to a location designated by the Engineer, and the Department retains ownership of the materials. Deliver stockpiled equipment to the NCDOT Division 2 Traffic Services Office *located at 1712 North Memorial Drive, Greenville, NC 27835*.

For purposes of this ITS scope, dispose shall mean the contractor takes ownership of the material and may salvage it or lawfully discard it according to the applicable laws governing the material.

The Design Build Team shall remove and stockpile the DMS assembly from Williams Road with its support structure and field equipment cabinet (including, but not limited to interior components) at the NCDOT Division 2 Traffic Services Office located at 1712 North Memorial Drive, Greenville, NC 27835.

The Design-Build Team shall remove and stockpile the analog CCTV assembly west of Williams Road with its field equipment cabinet (including, but not limited to, interior components like transceivers, media converters, encoders, and decoders) at the NCDOT Division 2 Traffic Services Office located at 1712 North Memorial Drive, Greenville, NC 27835.

Wireless radio components, antennas and repeaters shall be inventoried (i.e. brand, model, etc.) and tested in the presence of the engineer prior to being taken out of service. The same equipment shall be preserved by the contractor for reuse at the new DMS and CCTV locations near Williams Road. The Design Build Team shall dispose of all removed DMS foundations and associated materials, all electrical service components/hardware, all camera poles, all repeater poles, and all electric service wood poles including associated hardware, guy assemblies and grounding materials.

DESIGN REQUIREMENTS

COMMUNICATIONS

Center-to-Field communication with new ITS devices networks will be through a state furnished leased communications line via the hub cabinet detailed in the *Traffic Signals and signal Communications Scope of Work*.

The Design Build Team shall terminate the drop cable in an interconnect center in the field equipment cabinet. The Design Build Team shall connect ITS devices to the fiber-optic network via field Ethernet switches in the field equipment cabinet. The Design Build Team shall provide the field Ethernet switches to the Engineer for network configuration at least 6 weeks prior to their scheduled installation.

The DMSs located outside the project limits will operate over Department furnished cell modem (See the Traffic Signals and Signal Communications Scope of Work for the fiber cable limits).

CCTV CAMERAS

The Design-Build Team shall strategically locate and install five (5) new CCTV cameras on metal poles with lowering devices at a location and height which provide optimum viewing as defined in the *High Definition CCTV Metal Pole With CCTV Lowering System and Field Equipment Project Special Provision* found elsewhere in this RFP.

Install one CCTV camera assembly at each of the following locations:

- Williams Road (including wireless radio communications back to the Craven County 911 Center)
- Airport Road
- Grantham Road
- Taberna Way

- Thurman Road

Furnish site surveys, including but not limited to bucket truck surveys or UAV (a.k.a. drone), to ensure camera coverage areas are acceptable, and provide information to the Engineer to obtain written approval. Determine the exact location of each CCTV camera, obtain the Engineer's written approval of the locations, and install the cameras. All components required for the CCTV installations shall be new.

Share power service with nearby traffic signal and CCTV if feasible. If not feasible, install new electrical service equipment at each CCTV location. Furnish and install new CCTV equipment as defined in the *High Definition CCTV Metal Pole With CCTV Lowering System and Field Equipment* Project Special Provision found elsewhere in this RFP. Comply with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Standard Specifications, the Project Special Provisions, and all local ordinances. All work involving electrical service shall be coordinated with the appropriate utility company and the Engineer. Obtain all necessary permits, coordinate inspections, obtain approval of the installation, and pay all fees and construction costs including any utility company charges for service delivery.

Furnish and install new equipment cabinets as defined in the *High Definition CCTV Metal Pole With CCTV Lowering System and Field Equipment* Project Special Provision found elsewhere in this RFP. All components required for the CCTV relocations shall be new.

DMS

The Design-Build Team shall strategically locate and install three (3) new pedestal mount DMSs. Furnish and install new DMS and associated equipment as defined in the *Dynamic Message Sign* Project Special Provision found elsewhere in this RFP. The DMS boards outside of the project limits shall be erected and made operational as early as possible in the construction of this project to be utilized during construction, as directed by the engineer, to communicate to travelers. These DMS boards shall be fully functional prior to any major traffic shifts and / or pattern changes.

Install one new DMS at each of the following locations:

- US 70 eastbound approximately 2 miles west of the Trent River Bridge
- US 70 westbound west of Williams Road ramps onto US 70 (including wireless radio communications back to the Craven County 911 Center).
- US 70 westbound approximately 5-7 miles east of Thurman Road

The DMSs installed under this project shall be selected from the most current version of the NCDOT ITS & Signals Qualified Products List.

Determine the exact location of the DMSs by coordinating with the Engineer. Obtain the Engineer's written approval of the locations and install the DMSs. **For the DMS on US 70 westbound approximately 5-7 miles east of Thurman Road, consideration of the future R-5777C project shall be taken into account when determining the exact location and coordinating with the Engineer.**

Install new electrical service equipment at all new DMS locations. Comply with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Standard Specifications, the Project Special Provisions, and all local ordinances. All work involving electrical service shall be coordinated with the appropriate utility company and the Engineer. Obtain all necessary permits, coordinate inspections, obtain approval of the installation, and pay all fees and construction cost including utility company charge for service delivery.

MATERIALS & CONSTRUCTION

Furnish and install new materials and hardware that meet the requirements of the 2018 *NCDOT Standard Specifications for Roads and Structures* and this Scope of Work.

Furnish and install dynamic message signs from NCDOT 2018 Qualified Products List (QPL) to receive approval for use on the project. Catalog cuts will not be required for items on the QPL.

The QPL website is:

<https://connect.ncdot.gov/resources/safety/Pages/ITS-and-Signals-Qualified-Products.aspx>

CCTV CAMERAS

Install each CCTV camera on a new metal pole with a CCTV lowering system that can be operated manually and/or with a power tool.

Install the following minimum equipment in each CCTV equipment cabinet:

- Power equipment including power supplies, circuit breakers, surge protectors, and other related materials.
- Fiber optic cable interconnect center with patch panel and fiber optic jumpers
- Field Ethernet switch

In the CCTV equipment cabinet near Williams Road, the Design Build Team shall reestablish wireless radio communications with the Craven County 911 Center. Additional repeaters and system reprogramming may be needed.

Perform all work in accordance with the High Definition *CCTV Metal Pole With CCTV Lowering System and Field Equipment* Project Special Provision found elsewhere in this RFP, the 2018 NCDOT Standard Specifications for Roads and Structures and the 2018 NCDOT Roadway Standard Drawings.

DYNAMIC MESSAGE SIGNS

Install DMSs on a single metal pedestal type structure with ladders, ladder safety cages, and walkways leading to the DMS maintenance access door. The bottom of each DMSs shall be 25 feet higher than the highest point of the roadway. Install DMS equipment in an approved

equipment cabinet mounted on the structure. Install the following minimum equipment in each DMS equipment cabinet:

- DMS controller
- UPS and power equipment including power supplies, circuit breakers, surge protectors, and other related materials.
- Fiber optic cable interconnect center with patch panel and fiber optic jumpers
- Field Ethernet switch

In the DMS equipment cabinet near Williams Road, the Design Build Team shall reinstall the wireless radio system and reestablish wireless radio communications with the Craven County 911 Center. Additional repeaters and system reprogramming may be needed.

Perform all work in accordance with the *Dynamic Message Sign* Project Special Provisions found elsewhere in this RFP, the 2018 NCDOT *Standard Specifications for Roads and Structures* and the 2018 NCDOT *Roadway Standard Drawings*.

Integration and operation of new devices from the 911 Center will require the existing wireless radio system to be re-aimed and reprogrammed to receive signals from the new CCTV and DMS locations at or nearest to Williams Road. Additional repeaters may also be necessary to relay the signal to the existing wireless radio system. Accessing the existing antenna and radio system located on the bridge will require a bridge closure for the duration of reprogramming process. The Design-Build Team will coordinate all bridge closures with the Division Traffic Engineer, the STOC and the 911 Center.

Reinstall the existing wireless radios and communications equipment at the Williams Road CCTV and the westbound DMS nearest to the Williams Road interchange. Configure and reestablish wireless radio communications with these new devices to the existing wireless radio system at the 911 Center.

JUNCTION BOXES

Furnish and install standard junction boxes (pull boxes) with all necessary hardware in accordance with Sections 1098-5 and 1716 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. Provide standard junction boxes with minimum inside dimensions of 16”(l) x 10”(w) x 10”(d) for electrical service. Provide junction box covers with standard “Electric” logo, pull slots and stainless steel pins.

At each 12-fiber drop to the 144-fiber trunk cable that is on or along the shoulder of US 70, the Design-Build Team shall furnish and install new *Special Oversized Heavy Duty Junction Boxes with Steel Covers* that meet the requirements of Sections 1098-5 and 1716 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and the **ASHTO H20 rating requirements** with minimum inside dimensions of 36”(l) x 24”(w) x 36”(d).

At each 12-fiber drop to the 144-fiber trunk cable that is **not** on or along the shoulder of US 70, the Design-Build team shall furnish and install new *Oversized Heavy Duty Junction Boxes with a Standard Cover* that meet the requirements of Sections 1098-5 and 1716 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and the **ASHTO H20 rating requirements** with minimum inside dimensions of 30”(l) x 15”(w) x 24”(d).

Store 20’ of spare 12-drop cable in oversized heavy duty junction boxes and in ITS field equipment cabinets, as needed. Store a minimum of 30’ of spare 144-fiber trunk cable in special oversized heavy duty junction boxes, as needed.

WOOD POLES

Furnish and install wood poles, with all necessary grounding systems and hardware necessary in accordance with Section 1720 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. Provide wood poles sized as necessary for the intended application.

Use 40’ Class 4 wood poles for overhead electrical service drops.

Use 6” x 6” x 8’ treated wood posts for underground electrical service.

Furnish and install related items of work including but not limited to risers with weatherhead or heat shrink tubing, guys, anchors and all necessary hardware in accordance with Section 1720 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

METAL POLES AND CCTV LOWERING SYSTEM

METAL POLES

The Design-Build Team shall provide and install CCTV metal poles, with grounding systems and necessary hardware in accordance with the *High Definition CCTV Metal Pole With CCTV Lowering System and Field Equipment* Project Special Provision found elsewhere in this RFP, the 2018 NCDOT *Standard Specifications for Roads and Structures* and the 2018 NCDOT *Roadway Standard Drawings*.

The work covered by this section includes requirements for the design, fabrication, and installation of custom-designed metal poles for CCTV cameras with camera lowering systems for IP (Internet Protocol) cameras, all with custom-designed foundations.

The Design-Build Team shall provide designs of the completed assemblies with hardware that equals or exceeds *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals* 6th Edition, 2013 (hereafter called 6th Edition AASHTO), including the latest interim revisions.

Standard Drawings for metal poles and metal pole foundations are available on the Department’s website:

<https://connect.ncdot.gov/resources/safety/Pages/ITS-Design-Resources.aspx>

CCTV CAMERA LOWERING SYSTEM

The Design-Build Team shall provide a CCTV camera lowering system for a digital, IP based cameras as an integral part of the CCTV metal pole. The lowering system will consist of a support arm, camera connection box, and all necessary cabling and wiring for installation.

PORTABLE CCTV CAMERA LOWERING DEVICE

The Design-Build Team shall provide a portable CCTV lowering device to operate the lowering system manually (e.g. hand crank) and with a power tool.

ELECTRICAL SERVICE

Furnish and install new electrical services rated 100 Amps for overhead service or 200 Amps for underground service, 240/120 VAC service drops for the each new ITS device. Furnish and install related items of work, including, but not limited to standard size junction boxes, risers, guy assemblies, and wood poles with all necessary hardware in accordance with Section 1700 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. (Reference the Utilities Coordination Scope of Work found elsewhere in the RFP for additional coordination / approval requirements and payment responsibilities)

CODES AND STANDARDS

All ITS materials shall conform to the latest version of the applicable standards of the National Electrical Code (NEC), National Electric Manufacturer's Association (NEMA), the Underwriters' Laboratories, Inc. (UL), the Electronic Industries Association (EIA), the International Municipal Signal Association (IMSA), and the National Electrical Safety Code (NESC). All materials and workmanship must conform to the requirements of the NESC, standards of the American Society for Testing and Materials (ASTM); American National Standards Institute (ANSI). Comply with all federal laws, state laws, and city codes in accordance with the 2018 NCDOT *Standard Specifications for Roads and Structures*.

Network equipment shall conform to the NCDOT and NC Statewide IT Policies and Standards as described at <http://it.nc.gov/statewide-resources/policies>. The architecture of the IT modules must be approved by NCDOT IT and the NC Office of Information Technology architecture groups.

SUBMITTALS

Submit a 60% set of preliminary plans and 100% set of project plans, including specifications for materials, catalog cuts, and installation and testing requirements for review and acceptance by the Department. A 100% set of plans and specifications shall be sealed and signed by a NC registered professional engineer. Acceptance of plans and specifications by the Department/ITS & Signals does not relieve the contractor of his/her responsibility and liability for inadequate or unacceptable designs. The registered engineer who is sealing and signing the plans and specification, along with his/her firm, is ultimately responsible for all designs and the construction resulting from the design

plans and specifications. No construction of the ITS devices and / or communications cable shall begin until the Department/ITS Section has accepted the 100% plans and specifications. Provide the Department with a minimum of 10 working days for each review.

QUALIFIED PRODUCTS LIST

Submit a listing of items on the NCDOT 2018 Qualified Products List (QPL) to receive approval for use on the project. Catalog cuts will not be required for items on the QPL. The QPL website is:

<https://connect.ncdot.gov/resources/safety/Pages/ITS-and-Signals-Qualified-Products.aspx>

MAINTENANCE AND REPAIR REQUIREMENTS

The Design-Build Team shall maintain and repair all ITS components within the project scope, including but not limited to, ITS devices, ITS conduit system, and all related ITS components, from the beginning of construction until the final acceptance of the project by the NCDOT. After acceptance of the project, the Design-Build Team shall be responsible for repairing the system due to faulty materials or workmanship in accordance with the *Twelve Month Guarantee* Project Special Provision found elsewhere in this RFP, or longer if the Design-Build extends the aforementioned warranty period.

LAN OF RECORD DOCUMENTATION

Prepare and submit to the Department Plan of Record (POR) documentation that depicts the conduit and ITS device locations. Submit final POR documentation in electronic and hard copy format for Department approval. Provide electronic plans in MicroStation (latest release in use by the Department) format on CD. Submit hard copy documentation on 22 x 34 inch plan sheets. POR documentation shall include the final location and depth of conduits, wiring external to the cabinets, locations of splice enclosures, junction box locations, and SMFO cable terminations. Include in the POR documentation real world coordinates for all ITS devices, splice enclosures, junction boxes, and equipment cabinets installed or utilized under this project. Provide the coordinates in feet units using the North Carolina State Plane coordinate system (1983 North American Datum also known as NAD '83). Furnish coordinates that do not deviate more than 1.7 feet in the horizontal plane and 3.3 feet in the vertical plane. Global positioning system (GPS) equipment able to obtain the coordinate data within these tolerances may be used.

TESTING

Develop test plans and procedures for the new CCTV cameras and DMSs and all associated components and submit to the Engineer for review and approval.

Upon completion of the CCTV and DMS installations, conduct unit tests according to the approved test plan and procedures. Provide all necessary test equipment.

In case of failures and substandard performance, the Design-Build Team shall identify the cause, repair or replace the faulty parts and components and repeat the test. If the problem persists, the entire unit causing the problem shall be replaced prior to retest.

After successful completion of all unit tests, submit the test reports along with the record of repairs and part replacements to the Engineer.

After completion of all unit tests, a final system test shall be performed to prove and demonstrate the ability to access and operate all devices from the NCDOT Division 2 Traffic Operations Center (TOC) *located at 1037 W.H. Smith Blvd, Greenville, NC 27835*, the Craven County 911 Center *located in New Bern*, and the Statewide Traffic Operations Center (STOC) *located at 1636 Gold Star Drive, Raleigh, NC 27607*.

INTEGRATION

- A. Integration with STOC: This task will require configuration of the CCTV Camera and DMS application servers to add the new devices in the perspective applications' databases. Program each devices' cellular communications parameter such as IP address in the applicable server and verify command and control from the operators' workstation. Coordinate these activities with the State ITS Operations Engineer, Steve Wardle, at (919) 825-2600.
- B. Integration with Division 2 TOC: This task will require configuration of the DMS application server to add the new DMSs in the application's databases. Program each DMS's cellular communications parameter such as IP address in the DMS server and verify command and control from the operators' workstation. Integration of the new CCTV cameras will consist of accessing each camera's web-interface using a state-approved web browser and adding the device URL to the Favorite folder. The description of the URL shall be the location of the camera. Coordinate these activities with the Division Traffic Engineer, Steve Hamilton, at (252) 439-2816.
- C. Integration with the Craven County 911 Center: There is no configuration or programming required at the 911 center as all the conditions are pre-existing. Verify command and control of affected devices to ensure correct configuration of field devices. Coordinate this work through the Division Traffic Engineer, Steve Hamilton.

LIGHTING SCOPE OF WORK (12-17-2018)

Interchange and Pedestrian Lighting

The Design-Build Team shall provide and install roadway lighting equipment and materials, in accordance with the Final Lighting Plans provided by the Department, Division 14 of the NCDOT *Standard Specifications for Roads and Structures*, and the *Roadway Standard Drawings*, except as amended below. Prior to the Technical Proposal submittal date, the NCDOT will provide the Preliminary Lighting Plans. The Preliminary Lighting Plans will include 1) Interchange Lighting and Pedestrian Lighting for US 70 / Williams Road Interchange, 2) Interchange Lighting and Pedestrian Lighting for US 70 / Airport Road Interchange, 3) Interchange Lighting and Pedestrian Lighting for US 70 / Grantham Road Interchange, 4) Interchange Lighting for US 70 / Taberna Way Interchange, and 5) Interchange Lighting for US 70 / Thurman Rd. The Department will finalize the lighting design based upon the Design-Build Team's Release for Construction (RFC) Roadway Plans.

The Design-Build Team shall include all costs required to construct the roadway lighting shown in the aforementioned Preliminary Lighting Plans provided by the Department in their lump sum price bid for the entire project. The Department shall only compensate the Design-Build Team for additional lighting construction costs that result from design revisions incorporated at the Department's discretion and / or that result from errors or omissions in the Department's Preliminary Lighting Plans. The Design-Build Team shall be solely responsible for all additional lighting construction costs that result from design revisions incorporated at the Design-Build Team's discretion.

After the RFC Roadway Plans have been accepted by the Department, the Design-Build Team shall submit MicroStation files of the RFC Roadway Plans for the Department to complete the lighting design. The Design-Build Team shall allow the Department fifteen days after this submittal to update and finalize the lighting design.

The Design-Build Team shall allow ten days for Department review of each submittal for all materials including poles and foundation designs. An additional ten days shall be required for pole submittals from vendors that do not commonly do business with the Department.

Reference the Transportation Management Scope of Work found elsewhere in this RFP for time restrictions and lane closure requirements.

Reference the *Lighting* Project Special Provisions found elsewhere in this RFP for additional requirements.

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 NCDOT *Standard Specifications for Roads and Structures*, except as amended below.

- NCDOT will assume maintenance responsibility for the completed lighting systems after the project is accepted, and there is no chance of construction-related damage.
- The Design-Build Team shall replace any newly installed non-functional lighting system components within the project limits. All luminaires must be fully operational at project acceptance.

PAVEMENT MANAGEMENT SCOPE OF WORK (12-10-2018)

**** NOTE ** The Department will not consider Alternative Technical Concepts that provide an alternate pavement design.**

The pavement design for the US 70 mainline travel lanes, mainline median shoulders and mainline outside shoulders shall consist of one of the following alternates:

Alternate 1	Alternate 2
3.0" S9.5C	3.0" S9.5C
3.5" I19.0C	3.0" I19.0C
7.0" B25.0C	4.0" B25.0C
	8.0" ABC

The mainline travel lanes, mainline median shoulder and mainline outside shoulder pavement design chosen shall be used throughout the limits noted above. The Design-Build Team shall specify the pavement alternate to be used in the Technical Proposal.

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall mill the existing US 70 mainline pavement, including travel lanes and structurally acceptable paved shoulders, to be retained to a depth of 2.5", replace with 2.5" I19.0C and resurface with a minimum of 3" S9.5C. (Reference the Roadway Scope of Work found elsewhere in this RFP). The Design-Build Team shall remove and dispose of / recycle the existing US 70 right turn lane /left turn lane pavement structures within the footprint of the permanent mainline travel lanes or full depth paved shoulder to the top of the soil subgrade.

Other pavement designs for this project are listed in the Tables 1 and 2 below:

Table 1

Line (U-5713)	Surface	Intermediate	Base	ABC
-RPAY2-, -RPBY2-, -RPCY2-, -RPDY2-, -RPAY3-, -RPBY3-, -RPCY3-, -RPDY3-, -RPAY4-, -RPBY4-, -RPCY4-, -RPDY4-,	3.0" S9.5C	4.0" I19.0C	4.0" B25.0C	-
SR 1124 (Grantham Road, -Y2-), SR 1131 (Airport Road, -Y3-), SR 1167 (Williams Road, -Y4-)	3.0" S9.5B	4.0" I19.0C	4.0" B25.0C	-
-SR1-, -SR2-, -SR3 ALT-, -SR4-, -SR5-, -SR6-	3.0" S9.5B	4.0" I19.0C	4.0" B25.0C	-
Other Service Roads	3.0" S9.5B	-	-	8.0" *

* Use prime coat at normal application rate.

Table 2

Line (R-5777A/R-5777B)	Surface	Intermediate	Base	ABC
-Y21RPA-, -Y21RPB-, -Y21RPC-, -Y21RPD-, -Y22RPA-, -Y22RPB-, -Y22RPC-, -Y22RPD-,	3.0" S9.5C	4.0" I19.0C	4.0" B25.0C	-
SR 1116 (Thurman Road, -Y21-), Taberna Way (-Y22-)	3.0" S9.5B	4.0" I19.0C	4.0" B25.0C	-
-SRY21C-, -SRY21B-, -SRY21D-, -SRY21C2-, -SRY21AY22B-, -SPY22A-, -SPY22D-	3.0" S9.5B	4.0" I19.0C	4.0" B25.0C	-
Other Service Roads	3.0" S9.5B	-	-	8.0" *

* Use prime coat at normal application rate.

For the -Y- Lines, ramps, loops and service road pavement designs noted in the table above, the Design-Build Team may substitute an ABC layer for an asphalt base course layer. If such an alternative is proposed, the thickness of the ABC layer, used as a substitute for the asphalt base course layer, shall be equal to twice the proposed asphalt base course layer thickness specified for the roadway. If an asphalt surface course is placed directly on the ABC layer, the Design-Build Team shall apply prime coat.

The Design-Build Team shall maintain the same pavement design throughout the -Y- Line, ramps, loops, and service road construction limits. In the Technical Proposal, the Design-Build Team shall specify the base option chosen (ABC or asphalt) for all -Y- Lines, ramps, loops, and service roads. The Design-Build Team may substitute an asphalt base course layer for an ABC layer, as described above, for tie-ins and narrow widening.

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall resurface the existing pavement of all -Y- Lines, ramps, loops and service roads with a minimum depth that equals the full thickness of surface course as provided in **Table 1** and **Table 2** above, with the exception of those Service Roads segments referred to in Section 5.9 of the Roadway Scope of Work, which shall, at a minimum, receive a 1.5" overlay with a typical normal cross section and maintain the existing drainage features (reference the Roadway Scope of Work found elsewhere in this RFP).

Throughout the construction limits that consist solely of pavement marking obliterations and / or revisions, the Design-Build Team shall uniformly overlay the existing pavement with a minimum pavement depth that equals half the full thickness of the surface course as provided in the tables above.

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

Longitudinal joints of all surface course layers shall not be located in the final traffic pattern wheel path. If applicable, the Design-Build Team shall indicate in the Technical Proposal where all underlying longitudinal joints will be located and demonstrate how the underlying longitudinal joint location will minimize reflective cracking.

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 written 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 or full depth paved shoulder, 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 Division Construction Engineer or designee Unit for review and acceptance or rejection.

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, excluding median locations that the NCDOT Roadway Standard Drawings do not require paving to the face of 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 and sound barrier walls located on the outside shoulder with 6" of ABC (or 4" B25.0C), a split seal and at least two lifts of surface course. If a split seal is not used, the ABC pavement design shall require prime coat at the normal application rate. In these areas, the Design-Build Team's installation of ABC or black base shall be consistent with the pavement type for the specific roadway. As an alternative to the above pavement design for paving the shoulders to the face of the aforementioned features, the Design-Build Team may use the adjacent travel lane pavement design. In addition, the Design-Build Team shall place at least 6" of ABC or 4" B25.0C under all single face barrier, expressway / shoulder berm gutter and curb and gutter.

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 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 and 8" ABC with prime coat, or 2.0" S9.5B and 6" ABC without prime coat.
- For existing concrete driveways, use 6" jointed concrete reinforced with woven wire mesh.

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.

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, including the maintenance of existing shoulder drains, will not be required.

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 surface layer 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.

PAVEMENT MARKING SCOPE OF WORK (4-3-2018)

General

The Design-Build Team shall prepare Final Pavement Marking Plans in accordance with the latest edition of the *Manual on Uniform Traffic Control Devices (MUTCD)* effective on the Technical Proposal submittal date, the 2018 NCDOT 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)*.

Where sidewalk is constructed, the Design-Build Team shall show and station all curb ramps in the Pavement Marking Plans for signalized intersections, non-signalized intersections and points of pedestrian crossings. Curb ramps shall be constructed in accordance with current ADA standards and the 2018 NCDOT Roadway Standard Drawings. If the roadway geometry does not allow for the use of standard details, contact the Department's Contract Standards and Development Unit for alternate approved curb ramp designs.

Final Pavement Marking Project Limits

The Design-Build Team shall install all pavement markings and markers located within and outside the project limits, resulting from the project construction. The Final Pavement Marking Plans shall address all required modifications to existing pavement markings and markers located outside the project limits to ensure appropriate tie-ins. At a minimum, the Design-Build Team shall modify existing pavement markings and markers located outside the project limits to ensure that all lanes in each direction are open to traffic.

Pavement Markings, Markers and Delineation

The Design-Build Team shall submit a complete set of Final Pavement Marking Plans that includes the -L- Line, and all -Y- Lines, ramps / loops, and service roads for review and acceptance. The Design-Build Team shall not place any final pavement markings or markers until the aforementioned Final Pavement Marking Plans are reviewed and accepted by the Department.

The Design-Build Team shall coordinate with the Transportation Management Plans for necessary traffic control devices that will remain at the completion of the project.

The Design-Build Team shall use pavement marking and marker products that conform to all NCDOT requirements and are listed on the NCDOT's Approved Products List. The use of any devices that are not shown on the Approved Products List shall require written approval from the NCDOT Signing and Delineation Unit prior to incorporation.

The Design-Build Team shall install pavement markings and markers in accordance with the 2018 NCDOT *Standard Specifications for Roads and Structures*, and in accordance with the manufacturer's procedures and specifications.

In accordance with the NCDOT Roadway Standard Drawing No. 1205.08, Sheet 1 of 8, and guidance found on the Signing and Delineation Unit's webpage, the Design-Build Team shall install wrong-way ramp arrow pavement markings and markers on all exit ramps / loops.

The Design-Build Team shall install pavement markings and pavement markers on the final surface as follows:

Road	Marking	Marker
Asphalt Surfaces	Thermoplastic	Travel Lanes <ul style="list-style-type: none"> • Snowplowable Markers on US 70 • Match existing on all other roadways Bridge Decks <ul style="list-style-type: none"> • Raised Markers on mainline bridge decks • Match existing on -Y- Line bridges decks
Concrete Bridge Decks	Polyurea	

In accordance with the Black – White Combination (10' White Skip Lines / 10' Black Skip Lines) Detail provided by the Department and the *Epoxy Pavement Marking Material* Project Special Provision found elsewhere in this RFP, the Design-Build Team shall place black epoxy contrast markings on concrete pavement.

On concrete surfaces, the Design-Build Team shall install Heated-in-Place Thermoplastic or Cold Applied Plastic (Type II or III) markings for stop bars, symbols, characters, crosswalks, 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.

Prior to placing pavement marking material on concrete surfaces that are diamond ground, the Design-Build Team shall use an acceptable method to grind ridges smooth only where pavement markings will be installed.

On all Full Control of Access interstate facilities and US Routes the Design-Build Team shall install six-inch wide pavement markings, (i.e., lane line, edge line and skips) for the final pavement marking. The Design-Build Team shall install gore lines that are twice the edge line width.

Using approved methods, the Design-Build Team shall remove residue and surface laitance on concrete bridge decks prior to placing final pavement marking materials. In accordance with approved methods and the 2018 *Standard Specifications for Road and Structures*, the Design-Build Team shall remove curing compound from all other concrete surfaces prior to placing final pavement marking materials.

The Design-Build Team shall only remove pavement markings from asphalt surfaces by grinding.

The Design-Build Team shall only remove pavement markings from concrete surfaces by hydroblasting.

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.

PUBLIC INFORMATION SCOPE OF WORK (6-25-2018)

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 is directly based on the Design-Build Team's Transportation Management Plans and construction details. The Design-Build Team's responsibilities shall include:

- 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 up to 5 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 start of construction to discuss project impacts to the public. This information will be used by the Department to create a Public Information Plan.

The Design-Build Team shall hold in-person stakeholder meetings at a minimum of monthly. These meetings shall include invitations to include the Division, DBT, airport, county commissions, the base, and others as deemed necessary by the Department.

The Design-Build Team shall inform the Department at least fourteen (14) 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 lane closure notice for multiple / consecutive lane closures that occur in the same location, as required in the Transportation Management Scope of Work found elsewhere in this RFP.

The Design-Build Team shall inform the Department at least thirty (30) calendar days prior to the publication of any notices or placement of any traffic control devices associated with road closures,

detour routing or other change in traffic control requiring road closures, as stated in the Transportation Management Scope of Work found elsewhere in this RFP.

NCDOT will develop, with the assistance of the Design-Build Team, the specific list of target audiences for this project. The following groups, without limitation, are identified as typical target audiences to receive informational materials:

- Governmental agencies
- Municipalities directly affected by construction
- Transportation services
- Emergency services
- Neighborhood groups and private homes
- Industry and businesses
- Chamber of Commerce
- Individual schools effected by the project
- County / City school systems
- Any other organization as deemed necessary by the Department.

The Design-Build Team shall coordinate major construction activities with the Craven Area Rural Transit System (CARTS) and provide all required information. The contact information for CARTS is as follows: Kelly Walker, kwalker@cravencountync.gov.

The minimum public information requirements solely associated with the Transportation Management Plans shall include, but not be limited to the following:

- Public Meetings – If Beginning of Construction meeting for area businesses and residents is held, attending and / or speaking at this event.
- Distribution of Informational Materials - For beginning of construction, traffic shifts and/or any construction activity that may have a significant impact on the public and for all road closures with detour routes, the Design-Build Team shall be responsible for providing time sensitive informational material, to the NCDOT Division 2 Communications Officer. This person will be responsible for development, coordination and integration of all project communications. 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 informational materials to the impacted target audiences.

The Department will be responsible for establishing, creating, maintaining and updating the project website (<https://www.ncdot.gov/projects/us-70-james-city/Pages/default.aspx>). However, throughout the project duration, the Design-Build Team shall coordinate with the Division 2 Communications Officer and Kelly Gardner (kgardner3@ncdot.gov), NCDOT Web Content Manager, 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 provide necessary information to the Department so they can have visualization developed to show various phases of construction. This shall include but not limited to electronic roadway plans, transportation management plans and phasing. In addition, this information shall be provided with each RFC traffic management plan and prior to starting work on the job.

The Design-Build 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.

RAILROAD COORDINATION SCOPE OF WORK (6-28-2018)

I. RAILROAD COORDINATION AND AGREEMENTS

The Design-Build Team shall not enter into or onto the Norfolk Southern Railway and / or the North Carolina Railroad rail corridors until an Agreement is executed, insurance requirements are met and all required written authorizations have been received from Norfolk Southern Railway and North Carolina Railroad.

The Design-Build Team shall be responsible for coordinating with Norfolk Southern Railway (the leasing railroad) and North Carolina Railroad (the railroad owner), herein referred to jointly as the railroads, to secure all agreements necessary for the proposed highway work encroaching on the railroad's Right of Way and work that will impact highway-rail grade crossings or trackage owned, operated, or maintained by the railroads. The Design-Build Team shall be responsible for all modifications to these agreements and the highway design plans and specifications that may be necessary based on their design and / or construction methods. The Design-Build Team shall be responsible for coordination of all design and construction details on railroads' Right of Way and any necessary agreements required by the NCDOT and / or the railroads.

- A. Crossing Signals: As detailed herein, the Design-Build Team shall coordinate with the railroads to obtain partially executed authorizations for construction and authorizations for preliminary engineering for crossing signal work. All agreements, and any modifications thereto, shall include necessary Force Account items, including but not limited to preliminary engineering; construction engineering; crossing signals materials and construction including gates, bells, flashing lights, track approach circuitry and any required overhead cantilever structures.
- B. Crossing Surfaces and Encroachments: As detailed herein, the Department will provide the Design-Build Team with a draft encroachment agreement for submittal to the railroads. The Design-Build Team shall be responsible for all coordination necessary with the railroads and the Department to obtain partial execution by the railroads of this agreement and any required modifications to the agreement. All agreements, and any modifications thereto, shall include necessary Force Account items, including but not limited to preliminary engineering, construction engineering, crossing surfaces, track materials and construction, and flagging.

The Design-Build Team shall be responsible for coordinating all construction with the railroads including force account work to be performed by the railroads.

Railroad traffic shall be maintained at current levels at all times. The Design-Build Team shall verify the number and types of trains per day and the maximum speed allowed with the railroads. Railroad inspection and maintenance requirements, in addition to normal train operations, will occur that may impact construction activities.

II. RAILROAD RELATED COSTS

NCDOT will be responsible for Railroad related costs associated with this project, including Preliminary Engineering (PE) pursuant to current PE Agreements and all construction performed by the Railroads and / or their contractors, including, but not limited, to materials.

The Design-Build Team shall be responsible for all other railroad related costs associated with this project including all Railroad construction performed by the Design-Build Team, required insurances, Railroad flagging and construction observers, Railroad Construction Engineering and Railroad submittal reviews pursuant to the Construction Agreements.

The Design-Build Team shall be responsible for all construction required except permanent track construction, and grade crossing signals and gates, which will be completed by the Railroad using Railroad provided materials. The Railroad will not incur cost, and the Design-Build Team shall not enter into or onto the NCRR / NSR corridor until a Right of Entry Agreement has been executed, insurance requirements are met, and the Railroad receives written authorization to incur cost.

III. APPLICABLE STANDARDS AND SPECIFICATIONS

The Design-Build Team shall comply with the following applicable documents unless a design exception is received from the railroads and NCDOT:

- *Manual on Uniform Traffic Control Devices*, latest edition
- *AREMA Manual for Railway Engineering*, latest edition
- *Norfolk Southern Railway Standard Specifications for Materials and Construction*, latest edition
- *Norfolk Southern Railway Public Projects Manual*, latest edition
- *Federal Aid Policy Guide 23 CFR 140I*
- *Federal Aid Policy Guide 23 CFR 646*
- *NCDOT Construction Manual Section 105-8*
- *NCDOT Standard Specifications for Roads and Structures*, Section 107-9 (Excluding Paragraph 2)
- *North Carolina Administrative Code Section T19A: 02B, 0150 through 015*

IV. INSURANCE REQUIREMENTS

The Design-Build Team shall not commence any work on the railroads' Right of Way or easements until all agreements have been executed, insurance acquired and approved in accordance with the railroads' policies and procedures, and all construction plans have been approved by NCDOT, Norfolk Southern Railway, and the North Carolina Railroad Company. The Design-Build Team shall make the necessary arrangements with the railroads that are required to protect against property damage that may result in loss of service, expense, property, or life. The Design-Build Team shall be responsible for all damage to the railroads resulting from their operations and the railroads may issue a stop order until all dangerous situations are remedied.

The Design-Build Team shall be responsible for providing Railroad Protective Liability Insurance for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property to the railroads, identifying each of the railroads as the insured party, during the duration of the time work is being performed on or over the railroads Right of Way and easements. The Design-Build Team shall be responsible for verifying and obtaining the appropriate insurance and coverage with the railroads. The Design-Build Team shall be responsible for all required Roadway Worker Protection training and certifications.

V. UTILITIES

Prior to any utility installation, removal, or relocation across the railroad's Right of Way and easements, including but not limited to pipelines, and electrical and communication cable routings over or under railroad-owned facilities, the Design-Build Team shall coordinate with the railroads and private utility owners to obtain the necessary permits and secure the appropriate Encroachment Agreements. At a minimum, the Design-Build Team shall assist the private utility owners in obtaining their respective Encroachment Agreements in the private utility owner's name. In accordance with the requirements noted herein and the railroads' specifications, the private utility owner will be responsible for all associated fees and provide the necessary insurance coverage,

All work associated with any utility installation across the railroads' Right of Way and easements shall adhere to the requirements noted herein and the railroads' specifications.

VI. CROSSING SIGNALS AND SURFACES COORDINATION

The Design-Build Team shall prepare and submit to the Department's Rail Division completed highway-rail crossing signalization planimetrics and 60% roadway plans for the proposed roadway work for review and approval.

- A. Crossing Signals: The Department will review the planimetric within 2 weeks of its receipt. The Design-Build Team will address all comments received and obtain approval of the planimetric from the Rail Division prior to transmitting to the railroads. The Design-Build Team shall submit the planimetrics to the Norfolk Southern Railway requesting railroad-prepared design, engineering, materials list, and cost estimate of the highway-way rail grade crossing signalization including required authorizations for construction and preliminary engineering. The Design-Build Team will be responsible for coordinating any comments received by Norfolk Southern Railway with the Rail Division and addressing all comments including any necessary modifications to the Department-approved planimetric as well as final execution of the authorizations for construction and preliminary engineering by the Department.
- B. Crossing Surfaces and Encroachment: Within 2 weeks of receipt of the 60% roadway plans, the Department will provide the Design-Build Team with a draft encroachment agreement for the Design-Build Team's handling and coordination. The Design-Build Team shall be responsible for all coordination and negotiations necessary with the railroads and the Department to obtain partial execution of the

agreement by the railroads. After negotiations between the Department, the Design-Build Team, and the railroads have been finalized, the Design-Build Team shall submit partially executed agreements and plans to NCDOT's Rail Division for final agreement execution by the Department, prior to authorizing railroad work. For informational purposes, the Design-Build Team is advised that traditionally Norfolk Southern Railway signs the agreement first, then the North Carolina Railroad, and finally, the Department. After final execution of the agreement and railroad work is authorized by Rail Division, the agreements will be distributed by Rail Division to the railroads with copies provided to the Design-Build Team and Department's Resident Engineer, prior to any construction work by the Design-Build Team or the railroads.

VII. COORDINATION WITH NORFOLK SOUTHERN RAILWAY

The Design-Build Team shall coordinate with Norfolk Southern Railway, 1200 Peachtree Street, NE Atlanta, GA 30309 to obtain plan approvals, engineering and estimations, insurance requirements, and agreement coordination. Contact is Scott Overbey at telephone number 404-582-5588. Plan approval may necessitate multiple submittals including at minimum a preliminary plan submittal (60% plans) and a 90% plan submittal.

The preliminary plan submittal to the Norfolk Southern Railway shall include at a minimum appropriate roadway plan sheets showing impacts to the right of way / easement, erosion control plans, and drainage calculations for any drainage on or across the railroads' right of way / easement, and preliminary general drawings. The 90% plan submittal shall include all necessary details, insets, and notes for construction with no substantial changes to the alignments or layout shown in the preliminary plan submittal and all supporting design calculations.

An electronic copy (pdf format) of all review plans and associated data shall be submitted to Norfolk Southern Railway through the Design-Build Team. If any re-submittals of plans or any additional information is required, an electronic copy (pdf format) shall be submitted by the Design-Build Team to the Norfolk Southern Railway.

Roadway Final Construction Plans shall be submitted to and approved by NSR before construction begins. For Roadway Final Construction Plans, an electronic copy of the plans (pdf format) shall be submitted by the Design-Build Team to the Norfolk Southern Railway.

Working Drawings affecting the Norfolk Southern Railway's operations or Right of Way and easements shall follow the submittal process as outlined in the 2018 NCDOT *Standard Specifications for Roads and Structures* or Special Provisions. The Department will review all agreement modifications prior to submittal to Norfolk Southern Railway.

VIII. COORDINATION WITH THE NORTH CAROLINA RAILROAD

The Design-Build Team shall coordinate with the North Carolina Railroad Company, 2809 Highwoods Boulevard, Suite 100, Raleigh, NC 27604, telephone number 919-954-7601 to obtain plan approval and execution of the legal agreements by NCR for all work on the North Carolina

Railroad Corridor. Contacts are Jim Kessler, PE, Vice President – Engineering (For plan review and approval) and Andrew Tate, Vice President – Real Estate (for property issues and agreements).

Plan approval may be based on multiple submittals including at a minimum a preliminary plan submittal (60% plans) and 90% plan submittal. The plan submittals to the North Carolina Railroad shall include the same information provided in the submittals to Norfolk Southern Railway.

An electronic copy (pdf format) of all review plans and associated data shall be submitted to the North Carolina Railroad Company by the Design-Build Team. If any re-submittals of plans or any additional information is required, an electronic copy (pdf format) shall be submitted by the Design-Build Team to the North Carolina Railroad Company.

Roadway Final Construction Plans shall be submitted to and approved by the North Carolina Railroad Company before construction begins. For Roadway Final Construction Plans, an electronic copy of the plans (pdf format) shall be submitted by the Design-Build Team to the North Carolina Railroad Company. All plans, specifications and contract documents shall be approved by the North Carolina Railroad Company in writing prior to the start of any work on the North Carolina Railroad Company corridor.

IX. COORDINATION WITH THE DEPARTMENT’S RAIL DIVISION

In addition to the prior mentioned requirements, all plans, correspondences, and transmittals submitted to Norfolk Southern Railway and / or the North Carolina Railroad Company shall be submitted to the NCDOT Rail Division.

X. REMOVAL OF THE NORFOLK SOUTHERN AT-GRADE SPUR LINE RAILROAD TRACK

The Design-Build Team shall remove the Norfolk Southern At-Grade Spur Line Railroad Track crossing US 70 at approximately station 145+40.00 as shown in the Preliminary Roadway Plans provided by the Department, and assist the Division in the required coordination for such removal.

For the purpose of cost estimation, the Design-Build Team shall consider the limits of removal for such Spur to be only within the Department’s right of way (i.e. within the US 70 corridor). If it is determined by the Department that Spur removal is necessary beyond the Department’s right of way limits, such additional work will be paid as extra work in accordance with Subarticle 104-8(A) of the NCDOT Standard Specifications for Roads and Structures.

It shall be the responsibility of the Design-Build Team to properly dispose of all material and debris resulting from the removal of such Spur. Such cost shall be included in the Design-Build Team’s lump sum bid for the entire project.

RIGHT OF WAY SCOPE OF WORK (7-16-2018)

**** NOTE ** Prior to beginning the right of way acquisition process, the Design-Build Team shall meet with the appropriate NCDOT Location and Surveys, Right of Way and Division personnel.**

State and Federally Owned Properties

For all State and Federally owned properties, the Design-Build Team shall be responsible for all right of way acquisition services noted herein, excluding negotiations, coordination with the Council of State, settlement of claims, deed development, and recordation of deeds. The Department will require nine months from the date of approving the appraisal to finalize the aforementioned right of way acquisition services for State and Federally owned properties. If the negotiations, coordination with the Council of State, settlement of claims, deed development, and recordation of deeds are completed within the aforementioned nine-month timeframe, the Department will not honor any requests for additional contact time or compensation, including but not limited to idle equipment or mobilization / demobilization costs, for the Design-Build Team mobilizing men, materials (or ordering materials) or equipment. The Design-Build Team shall provide the approximate easement and right of way acreage required from State and Federally owned properties in the Technical Proposal.

All Other Properties

Excluding the negotiations, coordination with the Council of State, settlement of claims, deed development, and recordation of deeds noted above for State and Federally owned properties, the Design-Build Team shall be responsible for all right of way, easement and / or control of access acquisition services required by the Design-Build Team's design and / or construction methods. The Design-Build Team's acquisition services shall be in accordance with the requirements noted below:

- 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. Unless stated otherwise elsewhere in this RFP, 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 U-5713 / R-5777A & B in Craven County.

- Acquisition services required outside of the project construction limits due solely to a rise in the floodplain water elevation on insurable structures will be considered extra work and paid for in accordance with Article 104-7 of the 2018 *Standard Specifications for Roads and Structures*.
- With respect to the payments, costs and fees associated with the acquisition of right of way, easements and / or control of access, the Department will be responsible for only direct payments to property owners for negotiated settlements, recording fees, any relocation benefits, and deposits and fees involved in the filing of condemnation of any claims. The Department will assume responsibility for all costs associated with the litigation of condemned claims, including testimony by the appraiser(s). The Design-Build Team shall be responsible for all other acquisition related 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 April 2015 NCDOT *Right of Way Manual*.
- The Department will prepare all Condemnation Maps. The Design-Build Team shall prepare all Final Condemnation Reports. 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.
- The Design-Build Team shall develop the following right of way items:
 - Right of Way series of plan sheets ("R/W" series of plan sheets) that delineate the existing property information, property ties, proposed centerline data, existing and proposed right of way, existing and proposed easements, and existing and proposed control of access. The "R/W" series of plan sheets shall be signed and sealed by a Professional Land Surveyor registered in the State of North Carolina. The Professional Land Surveyor's signature and seal shall attest that the right of way monuments were placed under their responsible charge.

- A table of control points for the proposed centerline alignments (“D” series plan sheets).
 - A table of proposed right of way and permanent easement control points (“E” series plan sheets) that shall be signed and sealed by a Professional Land Surveyor registered in the State of North Carolina.
- It is understood and agreed by and between the parties hereto that all reports, surveys, studies, specifications, memoranda, estimates, etc., secured by and for the Design-Build Team shall become and remain the sole property of the Department upon termination or completion of the work, and the Department shall have the right to use same for any public purpose without compensation to the Design-Build Team.
- The Design-Build Team shall prepare appraisals in accordance with the Department’s *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions*. The Design-Build Team’s appraiser shall be on the Department’s approved state certified appraiser list. The Design-Build Team may request its state certified appraiser be added to the approved state certified appraiser list, subject to approval by the Department’s State Appraiser.
- The Department will develop or contract with a private firm to develop and provide a second appraisal for parcels as noted below:
 - All parcels with an initial appraisal, with just compensation, equal to or greater than one million dollars (\$1,000,000.00).
 - All parcels where the initial appraisal indicates damages to the remaining property equal to or greater than two hundred fifty thousand dollars (\$250,000), 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 NCDOT, or its agent, will provide appraisal reviews complying with the Department’s *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions*. The reviewer will ensure that the appraisal meets the Department’s guidelines and requirements, conforms to acceptable appraisal standards and techniques, does not include any non-compensable items or exclude any compensable items, and that the value conclusions are reasonable and based on facts presented in the appraisal. The reviewer has the authority to approve, adjust, request additional data or corrections, or not to recommend and request another appraisal. Within fifteen (15) business days from the date of receipt, all appraisals 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 acquisition.
- 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.
- The Design-Build Team shall provide a right of way certification prior to entering the property.
- 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, except for those parcels that require only an easement and with the express approval of the Department.
- 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.
- All right of way monuments shall be concrete.

SIGNING SCOPE OF WORK (5-31-2018)

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
- *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
- *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 Plan Requirements

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.

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall replace all existing signs affected by the project, as well as provide all required additional signs. In accordance with the roadway design developed by the Design-Build Team, the Design-Build Team shall develop a signing concept (post Award) that adheres to the Signing requirements for the Department's review and acceptance.

Signing and Pavement Marking Plans Submittal Requirements

Prior to submitting the 50% Preliminary Signing Plans, the Design-Build Team, the Division Traffic Engineer, the Regional Traffic Engineer, the Signing and Delineation Regional Engineer and the Design-Build Team shall meet to discuss and review the Design-Build Team's 25% Preliminary Signing Plans.

The Design-Build Team shall provide 25% Pavement Markings Plans that have been reviewed and accepted by the Department and the latest Roadway Plans 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 (including overhead sign structures) required through the construction limits of the mainline, as well as all -Y- Lines, all service roads, all turn arounds / cul-de-sacs, and all ramps and loops. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design, fabricate and install all signs required beyond the roadway construction limits of the mainline, all -Y- Lines, all service roads and all turn-arounds / cul-de-sacs 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, all ramps and loops, all service roads and all turn-arounds / cul-de-sacs, including Type A and B overhead signs, Type A, B, and D ground mounted signs, and exit gore signs. The Design-Build Team shall size and locate all Type E signs (warning and regulatory) and Type F signs (route marker assemblies).

The Signing and Delineation Unit shall determine the locations and numbering of the mile markers for US 70. The Design-Build Team shall design, fabricate and install mile markers for US 70 at **1-mile** intervals along both sides of the mainline. The Design-Build Team shall install each mile marker on one three-pound U-channel post. Mile markers shall be located at the outside shoulder point or a maximum of 15 feet from the edge of travel lane. The Design-Build Team shall install mile markers such that the bottom of the mile marker shall be four feet above the edge of travel lane (edgeline) elevation. Excluding whole mile locations, mile marker designs shall be in accordance with the Intermediate Reference Location Signs (D10-2a) referenced in the *Standard Highway Signs* (2004 Edition and the 2012 Supplement to the 2004 Edition). At whole mile locations, mile marker designs shall be in accordance with the Reference Location Signs (D10-2) referenced in the *Standard Highway Signs* (2004 Edition and the 2012 Supplement to the 2004 Edition).

The Design-Build Team shall design, fabricate and install mile markers and exit numbers in accordance with the mile numbers provided by the Department.

At all interchange exit loops and / or as required by the MUTCD Table 2C-5, the Design-Build Team shall fabricate and install advisory speed signing as shown in Figure 2C-3 of the MUTCD. In addition to signing shown in Table 2C-5 of the MUTCD, the advisory speed signing shall include W13-6, W13-7, W1-13R, and E13-1P signs.

The Design-Build Team shall design, fabricate and install 30" x 36" Chevron Alignment signs (W1-8) along all interchange loops. Each Chevron Alignment sign shall be:

- installed on two Wood posts spaced 24" apart with cross bracing
- located and installed so the bottom of the sign is four feet above the edge of the travel lane elevation (left edge of the loop)

The first Chevron Alignment sign shall be installed as close as practical after the exit gore sign (approximately 20' from the exit gore sign), and shall not interfere with or block the exit gore sign. The first five Chevron Alignment signs shall be spaced approximately 40' apart and oriented to optimize the view of approaching motorists. After these first five Chevron Alignment signs, or beyond the midpoint of the curve, Chevron Alignment sign spacing shall adhere to the MUTCD requirements.

Prior to submittal of RFC Signing Plans, the Design-Build Team shall coordinate with the Signing and Delineation Unit and the Division Construction Engineer or designee on destination cities and / or street names on guide signs.

Sign Sheeting Requirements for Overhead Signs

The Design-Build Team shall design and fabricate all overhead signs with Grade A retro-reflective sheeting for sign legends (text), borders, and all Interstate, US and NC route shields and arrows. The Design-Build Team shall design and fabricate all overhead signs with Grade C retro-reflective sheeting for the background.

Black non-reflective sheeting shall be used for all black arrows, legends (text), and borders on overhead signs.

Speed Limit

The posted speed limit for the mainline (US 70) shall be 60 mph. (Reference the Roadway Scope of Work found elsewhere in this RFP.)

Interstate, US and NC Route Designation

The Design-Build Team shall coordinate all interstate, US and NC highway routing shall be coordinated within the Traffic Mobility and Safety Division of NCDOT. Prior to designing any signs that display new or revised Interstate, US or NC routes, the Design-Build Team shall confirm all highway routes with the Department. Concurrent with the Release for Construction (RFC) Signing Plans submittal, the Design-Build Team shall notify the State Signing and Delineation Engineer, in writing, of all new or revised Interstate, US or NC routes.

Sign Locations

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

The Design-Build Team shall provide a minimum of two advanced guide signs for all freeway / expressway interchange approaches.

To avoid placing a sign or sign structure in a location that might be in conflict with future roadway projects and / or limit its usefulness / lifespan, the Design-Build Team shall coordinate all proposed sign designs and locations with the Department.

Ground Mounted Sign Supports

The Design-Build Team shall design, fabricate and install ground mounted signs supports in accordance with the NCDOT Roadway Standard Drawings. The associated software for the design of Type A and B ground mounted sign supports, may be referenced on the website noted below:

<https://connect.ncdot.gov/resources/safety/Pages/Signing-and-Delineation.aspx>

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 otherwise approved by the Department, the vertical mounting height for ground mounted Type D, E and F signs shall be a minimum of seven feet and maximum of eight feet from the edge of the travel lane to the bottom of the sign.

On freeways and expressways, the minimum lateral offset for Type A and B ground mounted signs on breakaway supports shall be 30 feet, unless approved otherwise by the Department. The lateral offset shall be measured from the edge of the travel lane closest to the shoulder to the closest sign edge.

On freeways and expressways, all Type A and B ground mounted signs on simple (non-breakaway) supports shall be protected by guardrail, barrier or another form of approved positive protection. The minimum lateral distance between the face of guardrail and the closest sign edge shall be six feet.

Unless noted otherwise elsewhere in this RFP, all Type D, E and F signs 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 signs shall be installed on a maximum of two Wood posts.

Signs shall be designed, located and erected to depict proper ingress and egress points for the airport and should be maintained at all times, both during construction and after the project has been completed.

Proposed Overhead Sign Structures

The Design-Build Team shall consider the proposed roadway geometry, number of lanes, and all advisory signing needs when selecting the type of overhead signing for a given location. At a minimum, the Design-Build Team shall provide overhead signing at the locations identified in the MUTCD, Section 2E.24 – Signing for Interchange Lane Drops, Section 2A.17 - Overhead Sign Installations, Items A – M, and the following locations, unless allowed otherwise elsewhere in this RFP:

- An option lane at a freeway / expressway multi-lane exit or freeway / ramp split (use Arrow Per Lane signs)
- A freeway lane ends (freeway lane drop)
- Three or more lanes on a freeway

The wind speed for the overhead sign structure and foundation designs for this project shall be 130 mph.

The Design-Build Team shall design, fabricate and install overhead sign supports and foundations in accordance with Section 906 of the NCDOT *Standard Specifications for Roads and Structures*, the *Foundations and Anchor Rod Assemblies for Metal Poles*, and *Overhead and Dynamic Message Sign Foundations* Project Special Provisions found elsewhere in this RFP.

The vertical clearance beneath all proposed overhead sign assemblies shall be no less than 17 feet and no greater than 18 feet. For all proposed overhead sign assemblies, the Design-Build Team shall submit documentation that verifies the actual vertical clearance at all critical points.

For all overhead sign assemblies mounted on concrete median barrier, the Design-Build Team shall design, fabricate and install median barrier footing and median transitional barrier in accordance with the Roadway Standard Drawing No. 854.05.

The maximum span length for cantilever overhead sign structures shall be 52 feet.

Lighting and walkways will not be required on any overhead sign assembly.

Overhead signs shall not be attached to existing or proposed bridges.

Proposed Overhead Wind Load Area

Overhead sign structures shall be designed for proposed and future signs. The designer shall determine wind load areas and include the wind load areas on the overhead sign structure drawings. The wind load area for the sign structures shall be determined according to the following:

- **Case A, Identified Future Signs:** For sign structures that have an identified need for larger future signs, the future signs shall be designed and shown on the overhead sign structure drawings. Future sign messages, sizes, and positions shall be shown on the elevation drawings. The largest potential wind load area shall be used for the design of the overhead structure.
- **Case B, General Future Wind Load Area:** For overhead signs without identified future signs, the structure shall be designed for a larger wind load area to accommodate future signs that are not identified at the time of the structure design. General future wind load area sizes and positions shall be shown on the elevation drawings. The general future wind load area shall be computed as follows:
 - The wind load area shall be rectangular for each primary sign including secondary and supplemental signs.
 - The wind load area width shall extend 2' outside the proposed primary sign on each side of the sign. In cases where the wind load areas of two signs intersect, the taller area shall take priority. For cantilever structures, the wind load area shall be flush

with the edge of the primary sign at the cantilevered end, such that the wind load areas do not extend past the end of a cantilever sign structure.

- The wind load area height shall extend 2' below the bottom of each sign and 2' above the top of each sign, including secondary and supplemental signs as well as the spacing between signs according to Roadway Standard Drawing No. 904.20, and excluding temporary "all traffic exit" signs. The minimum vertical clearance shall be measured from the bottom of the lowest wind load area.
- **Case C, Exceptions from Case B:** The following are exempted from Case B, general future wind load areas:
 - Arrow Per Lane Signs
 - Interchange Sequence Signs

Existing Overhead Structures

Prior to modifying an existing overhead sign assembly to accommodate proposed signs that exceed the original wind load area, the Design-Build Team shall perform a structural analysis of the overhead sign structure. The Design-Build Team shall obtain Department acceptance of the structural analysis prior to construction. The Design-Build Team shall replace all existing overhead sign assemblies determined to be structurally inadequate for the proposed modifications, in the Department's sole discretion. The Design-Build Team may modify an existing overhead sign assembly to accommodate proposed signs that do not exceed the original wind load area without performing the aforementioned structural analysis.

When the aforementioned structural analysis determines that an existing overhead sign structure is structurally adequate to be retained or the proposed wind load area does not require a structural analysis, the Design-Build Team shall remove and dispose of all the existing overhead signs. The Design-Build Team shall install new signs on the retained existing overhead sign structure that adhere to the requirements herein. The Design-Build Team shall prepare Structure Line Drawings that depict 1) the existing signs to be removed, 2) the existing sign sizes, 3) the new sign designs, 4) the vertical clearance of all new signs, 5) the new signs positioning over travel lanes, 6) the lateral placement from supports, 7) the original wind load area, and 8) confirmation that the proposed wind load area does not exceed the original wind load area.

If the Department can't provide existing overhead structure line drawings or shop drawings of the existing overhead sign structure, the Design-Build Team shall design and install new overhead sign structures.

The minimum vertical clearance beneath all existing overhead sign assemblies that are retained shall be 17 feet. For all existing overhead sign assemblies retained, the Design-Build Team shall submit documentation that verifies the actual vertical clearance at all critical points.

Shop Drawings for Overhead Sign Structures

The Design-Build Team shall prepare a shop drawing for each proposed and modified overhead sign structure for the Department's review and approval. For shop drawing design and submittal requirements, see *Guidelines for Preparation of Signing Plans for Design-Build Projects* and the *NCDOT Standard Specifications for Roads and Structures*.

Guardrail or other Positive Protection for Overhead Sign Supports

Except as allowed below, overhead sign supports shall be located a minimum of 40 feet from the edge of the outside travel lane to the center of the sign supports. To minimize right of way, utility, drainage and / or jurisdictional impacts, or to allow a cantilever overhead sign assembly in lieu of a full-span overhead sign assembly, the minimum 40-foot offset may be reduced, at the Department's sole discretion. All overhead sign supports that are not located a minimum of 40 feet from the edge of the outside travel lane to the center of the sign support shall be protected by guardrail or other NCDOT approved positive protection barrier. When an overhead sign support is protected by guardrail, the face of the guardrail shall be located a minimum of eight feet from the center of the sign support.

The Design-Build Team shall review the protection for all existing overhead structure supports that are retained to determine if the existing positive protection meets current requirements. If the positive protection does not meet current requirements, the Design-Build Team shall design and construct new positive protection that adheres to the current requirements.

Cable-guide rail shall not be used as positive protection for overhead sign supports.

Verification of Theoretical Information shown on Structure Line Drawings

The Design-Build Team shall verify the information on the Structure Line Drawings prior to submittal of shop drawings for the Department's review and acceptance. At a minimum, the aforementioned verification shall include confirmation of the sign(s) positioning over lanes, span length, sign offsets, s drops, and the slopes at the center line of the support / upright. When theoretical dimensions or slopes are revised during construction, the Design-Build Team shall submit a revised Structure Line Drawing with the shop drawing.

Removal and Disposal of Existing Signs

The Design-Build Team shall determine which existing signs, sign supports, overhead signs, and / or overhead sign supports will not be needed or relevant when the project is completed. The Design-Build Team shall remove and dispose of these signs and sign supports.

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 Logo signs and temporary sign installations that may be required by the Transportation Management Plans) to ensure the signs are in good condition, perform as intended, and are visible to motorists. (Reference Articles 901-4 and 1092-2 of the NCDOT *Standard Specifications for Roads and Structures*) All signs and supports remaining / existing at the completion of this project shall be plumb, oriented correctly and adhere to AASHTO requirements.

CADD Files

After acceptance of RFC Signing Plans, the Design-Build Team shall provide the final Signing Plans to the Department in .pdf and MicroStation format.

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 sign supports and overhead structures. These Signing Plans shall be provided in .pdf and MicroStation format.

STRUCTURES SCOPE OF WORK (7-16-2018)

General

The Design-Build Team shall be responsible for the design, construction, and removal of all structures necessary to complete the project.

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

Unless allowed otherwise in this RFP, designs shall be in accordance with the latest edition of AASHTO LRFD Bridge Design Specifications (with exceptions noted in the NCDOT *Structures Management Unit Manual*), NCDOT LRFD Driven Pile Foundation Design Policy, NCDOT *Structures Management Unit Manual* (including Policy Memos) and NCDOT *Bridge Policy Manual*.

Unless allowed otherwise in this RFP, all construction and materials shall be in accordance with the 2018 NCDOT *Standard Specifications for Roads and Structures*, NCDOT Structures Management Unit Project Special Provisions, and NCDOT Structures Management Unit Standard Drawings.

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

Florida I-Beams (FIB), Prestressed Concrete Committee for Economic Fabrication (PCEF) girders, and Modified Bulb Tee girders will be allowed. However, designs and details will be subject to Department review and acceptance.

Project Details

Bridge and retaining wall structures at the following grade separations:

- Bridge No. 240293 on US70 over Williams Road (SR1167)
- Bridge No. 240294 on US70 over Airport Road (SR1131)
- Bridge No. 240295 on US70 over Grantham Road (SR1124)
- Bridge No. 240296 on US70 over Taberna Way (SR1922)
- Bridge No. 240297 on US70 over Thurman Road SR1116)

All proposed bridge barrier rails shall be per Standard Drawing CBR1.

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

The minimum vertical clearance for bridges shall be 15'-6" except at Airport Road and Williams Road. The minimum vertical clearance shall be 17'-0" at Airport Road and 16'-0" at Williams Road.

The minimum horizontal clearance between edge of travel lane to barriers in front of walls under the ends of bridges shall be 14'-0". This requirement only applies under the proposed Mainline bridges.

Pedestrian lighting shall be wall mounted under each end of the following bridge sites:

- Williams Road (SR1167)
- Airport Road (SR1131)
- Grantham Road (SR1124)

For pedestrian lighting details, see Lighting Scope of Work.

The Design-Build Team shall design and construct all reinforced concrete box culverts required by the Design-Build Team's design.

The following will not be allowed on the project:

- Cored slab, box beam, fracture critical, deck girder and cast-in-place deck slab bridges
- Precast barrier rails
- Interior pile bents at roadway grade separations
- Monotube or cantilever DMS support structures
- Attachment of sign structures to bridge superstructures
- Bridge attachments in the overhang of roadway grade separations
- Casting of conduit in the bridge deck or outside barrier rail for roadway bridges
- Precast reinforced concrete box culverts
- Shallow foundations behind MSE abutment walls

Structure Removal

- Pedestrian Bridge (No.240250) over US70

Upon removal, the chain link fence, the six (6) light poles, and the lighting controller shall be salvaged from the structure site and remain the property of the Department. When salvaged materials are ready to be picked up by the Department, give three (3) days advance notice to Robert Corey at 252-514-4724.

TRAFFIC SIGNALS AND SIGNAL COMMUNICATIONS SCOPE OF WORK (3-28-19)**I. GENERAL**

The Design-Build Team shall design and prepare plans for the temporary traffic signal installations required by the construction phasing and / or detour routes, permanent traffic signal installations, traffic signal revisions, and signal communication plans for connection to a new closed loop system. This work shall include, but not be limited to, the preparation of Traffic Signal Plans, Metal Pole Loading Diagrams, Electrical and Programming Details, Utility Make-Ready Plans, Signal Communication Fiber Optic Communication and Splicing Plans, Wireless Communication Plans, and Project Special Provisions. These plans shall be prepared in accordance with the *Design-Build Submittal Guidelines* and the *Guidelines for the Preparation of ITS & Signal Plans by Private Engineering Firms* available on the Design-Build Unit's website located at:

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

The Design-Build Team shall select a Private Engineering Firm (PEF) that has experience designing and sealing Traffic Signal and Signal Communications Plans for NCDOT on comparable projects. The Technical Proposal shall list projects, including description and similarity to the subject project, for which the PEF has developed Traffic Signal and Signal Communications Plans.

This project will affect the US 70 corridor in several locations. They are listed as follows:

- R-5777A/B: Signalization at the ramp termini resulting from proposed interchanges with US 70 will be upgraded, including US 70 Ramps at SR 1116 (Thurman Road) and US 70 Ramps at SR 1922 (Taberna Way)
- U-5713: Signalization at the ramp termini resulting from the proposed interchanges with US 70 will be upgraded, including US 70 Ramps at SR 1131 (Airport Road) and US 70 Ramps at SR 1167 (Williams Road). New signals will be constructed at SR 1124 (Grantham Road) at US 70 Ramps and SR 1167 (Williams Road) at SR 1113 (Old Cherry Point Road)

A pre-design meeting **shall** take place between the NCDOT ITS & Signals Unit, the Design-Build Team, Division Traffic Engineer, Regional Traffic Engineer, and any other pertinent NCDOT personnel. All Traffic Signal and Signal Communications Plan submittals shall be submitted for review to the NCDOT ITS & Signals Unit. All Traffic Signal and Signal Communications Plans shall be accepted by the ITS & Signals Unit prior to beginning traffic signal construction or plan implementation.

The Design-Build Team shall coordinate and implement all signal designs at the appropriate time as directed by the Engineer. Prior to final design and installation, the Design-Build Team shall coordinate all signal phasing recommendations with the Division Traffic Engineer, the Regional Traffic Engineer, and the NCDOT ITS & Signals Unit. Prior to placing traffic in a new pattern, all

traffic signals shall be installed and operational, including but not limited to, signal system timing plans and interconnection to the Signal System, if required below.

Except as noted otherwise elsewhere in this RFP, the Design-Build Team shall maintain, monitor and adjust the traffic signals, both vehicle and pedestrian, as needed throughout the project construction. The Design-Build Team shall be responsible for the design and implementation of all temporary signal designs, including but not limited to signal system timing plans, needed to maintain vehicular and pedestrian traffic during construction, and all final traffic signal timing plans for the ultimate traffic configurations. If necessary, temporary traffic signal designs and implementation, shall include, but not be limited to, new local controller, signal timing, cables, poles, signal span, controllers, cabinets, and / or signal heads. Prior to implementation, all signal system timing plans shall be reviewed and accepted by the NCDOT ITS & Signals Unit.

Throughout the project construction, the Design-Build Team shall maintain full actuation of the traffic signals located within the project limits, unless allowed otherwise by the Engineer in writing.

To connect sidewalk networks, the Design-Build Team shall provide crosswalks and pedestrian signal heads for all approaches, as appropriate, based on field conditions. Crosswalks and pedestrian signal heads will not be required where there is no sidewalk.

Unless noted otherwise below, all new final signal installations shall utilize galvanized metal strain poles or metal poles with mast arms for support, based on the individual intersection designs. All temporary signal installations may utilize wood poles for signal supports. All plans and associated design material and specifications shall be reviewed and accepted by NCDOT before installation.

The Design-Build Team shall deliver all existing cabinets and their contents, including but not limited to fiber modems, telephone modems, radio equipment, that are not reinstalled on this project to the Division 2 Traffic Services Traffic Signal Department located at 236 South Glenburnie Rd., New Bern, NC 28560. The Design-Build Team shall dispose of and / or retain ownership of all other traffic signal equipment.

Signal Inventory Numbers (SIN) will be assigned for each new signalized location by the NCDOT ITS & Signals Unit. Once all the traffic signal locations have been finalized and accepted by the Department, the Design-Build Team shall submit a written request for the SINs to the NCDOT ITS & Signals Unit, via the Division. At a minimum, this request shall list each signal location that requires a SIN and include the following:

- County
- Nearest Municipality
- Names of all intersecting roads that will be under signal control, including state route numbers (Interstate, US, NC or SR) and common street names
- The dominant through movement

The Design-Build Team shall be responsible for providing a safe and economical design for the public. The Design-Build Team shall prepare all plans and designs in accordance with the current ITS & Signals Unit design standards, including but not limited to, the version of the following documents effective on the Technical Proposal submittal date:

- *NCDOT Standard Specifications for Roads and Structures*
- *NCDOT Standard Roadway Drawings*
- *ITS & Signals Unit Project Special Provisions*
- *ITS & Signals Unit Design Manual*
- *Manual on Uniform Traffic Control Devices (MUTCD)*
- *North Carolina Supplement to the Manual on Uniform Traffic Control Devices (NCMUTCD)*
- *Guidelines for the Preparation of ITS & Signal Plans by Private Engineering Firms*
- *Traffic Systems Operations' Project Special Provisions - (Special Provisions for the Preparation of Coordinated Traffic Signal System Timing Plans – Version 2011.1)*

Links to additional ITS & Signals Unit design standards and aides are available on website noted below:

<https://connect.ncdot.gov/resources/safety/Pages/ITS-and-Signals.aspx>

II. TRAFFIC SIGNALS

Unless allowed otherwise or elsewhere in this RFP, the Design-Build Team shall provide three (3) new traffic signals and modify four (4) existing traffic signals. All of these signals shall be interconnected as noted in the tables below. (Reference Section III for the system interconnection requirements.) The traffic signal detection for the final traffic patterns shall be multizone microwave detection. The Design-Build Team may provide video detection only for temporary traffic patterns during construction. Unless allowed otherwise elsewhere in this RFP, the required traffic signal work and signal communications for each intersection are listed below:

Addendum No. 5 (August 14, 2019)

C204225
(U-5713 / R-5777A & B)

Traffic Signals and Signal Communications Scope of Work

Craven County

NCDOT- Proposed Signals		
Signal Inventory Number	Intersection Description	Work Requirements
02-0913 (New)	SR 1124 (Grantham Road) at US 70 Ramps	<p>The Design-Build Team shall design and install a new, fully actuated traffic signal with 2070 controllers operating ASC/3 Software in a 170 cabinet with an auxiliary output file, including base extender.</p> <p>The Design-Build Team shall provide Flashing Yellow Arrow signal heads at all protected / permissive and permissive left turn movements, including time of day phasing options, as appropriate.</p>
02-0914 (New)	SR 1167 (Williams Road) at SR 1113 (Old Cherry Point Road)	<p>The Design-Build Team shall install new galvanized metal poles with mast arm(s) at this location.</p>
02-0919 (New)	SR 1167 (Williams Road) at Realigned -SR3 Alt- / Trent East Crossing Entrance.	<p>The Design-Build Team shall provide crosswalks and pedestrian signal heads at each approach with existing or proposed sidewalk.</p>

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Traffic Signals and Signal Communications Scope of Work

Craven County

NCDOT – Existing Signals		
Signal Inventory Number	Intersection Description	Work Requirements
02-0514 (Existing)	SR 1167 (Williams Road) at US 70 Ramps	The Design-Build Team shall modify existing traffic signals as needed to match all temporary construction phasing and the proposed final traffic patterns. This may require signal phasing changes, signal head changes, system detectors and / or system interconnection equipment.
02-0197 (Existing)	SR 1131 (Airport Road) at US 70 Ramps	The Design-Build Team shall design and install new, fully actuated traffic signals with 2070 controllers operating ASC/3 Software in a 170 cabinet with an auxiliary output file, including base extenders.
02-0779 (Existing)	SR 1922 (Taberna Way) at US 70 Ramps	The Design-Build Team shall provide Flashing Yellow Arrow signal heads at all protected / permissive and permissive left turns and U-Turn movements, including time of day phasing options, as appropriate. The Design-Build Team shall install new galvanized metal poles with mast arm(s).
02-0464 (Existing)	SR 1116 (Thurman Road) at US 70 Ramps	The Design-Build Team shall provide crosswalks and pedestrian signal heads at each approach with existing or proposed sidewalk.

III. SIGNAL COMMUNICATION PLANS

The Design-Build Team shall be responsible for designing, installing, and testing a **NEW Standalone Closed Loop Fiber Optic Communication System on an Ethernet Network** along US-70 in James City. The following signals will be included in the **NEW Standalone Closed Loop Fiber Optic Communication System**:

GRATHAM ROAD INTERCHANGE

SIN #02-0913 (New) - SR 1124 (Grantham Road) at US 70 Ramps

WILLIAMS ROAD INTERCHANGE

SIN #02-0514 (Existing) - SR 1167 (Williams Road) at US 70 Ramps

SIN #02-0914 (New) - SR 1167 (Williams Road) at SR 1113 (Old Cherry Point Rd.)

SIN #02-0919 (New) - SR 1167 (Williams Road) at Realigned -SR3 Alt- / Trent East Crossing Entrance.

AIRPORT ROAD INTERCHANGE

SIN #02-0197 (Existing) - SR 1131 (Airport Road) at US 70 Ramps

TABERNA WAY INTERCHANGE

SIN #02-0779 (Existing) - SR 1922 (Taberna Way) at US 70 Ramps

THURMAN ROAD INTERCHANGE

SIN #02-0464 (Existing) - SR 1116 (Thurman Road) at US 70 Ramps

The Design Build Team shall install a **SMFO NEW 144-fiber Trunk Cable** along US 70 between Williams Street and Taberna Way Interchanges **and SMFO NEW 12-fiber drop cables to the signals.**

The Design Build Team shall submit Fiber Optic Communication splicing details to show the fiber optic splicing of the Signal Communication with the ITS splicing back to the HUB cabinet. **Two (2) fibers of the 144-fiber Trunk Cable will be dedicated to the Signal System.** Install the HUB cabinet at the Airport Road interchange, if possible.

HUB CABINET

The Design-Build Team shall furnish and install a new 336S HUB cabinet with a 12” base extender. The cabinets must consist of a cabinet housing, 19-in EIA mounting cage, and a power distribution assembly (PDA #3 as described in the CALTRANS TSCES). Mount the cabinet on a poured or prefabricated foundation that meets Section 1098-15 of the NCDOT *Standard Specifications for Roads and Structures*. The HUB cabinet housing must conform to sections 6.2.2 (Housing Construction), 6.2.3 (Door Latches and Locks), 6.2.4 (Housing Ventilation), and 6.2.5 (Hinges and Door Catches) of the CALTRANS TSCES. Do not equip the cabinet housings with a police panel. The cabinet cage must conform to section 6.3 of the CALTRANS TSCES. The HUB cabinet must be provided with a hybrid-type, power line surge protection device mounted inside the power distribution assembly. The protector must be installed between the applied line voltage

and earth ground. The surge protector must be capable of reducing the effect of lightning transient voltages applied to the AC line. The protector must be mounted inside the Power Distribution Assembly housing facing the rear of the cabinet.

Supply 120/240VAC Electrical Service from the power company to the HUB cabinet and furnish and install one rack mounted UPS with a dB-9 RS-232, USB interface port with a maintenance-free sealed Lead-Acid battery with suspended electrolyte, leak-proof.

Provide a rack mounted interconnect center in the HUB cabinet that is sized for 288 fibers and **terminate all 144-fibers from the trunk cable in the HUB cabinet.**

LEASED LINE AND ADDITIONAL COMMUNICATIONS EQUIPMENT

Leased lines and additional communications equipment for system access (e.g. signal systems, CCTVs, and DMSs) by Division 2 personnel and STOC personnel will be supplied by others. Provide 90 days' notice to the Department prior to completing system communications work to allow the Department adequate lead time to arrange for the leased line and to install the additional communications equipment to the HUB cabinet.

JUNCTION BOXES

The Design-Build Team shall furnish and install new *Special Oversized Heavy Duty Junction Boxes with Steel Covers* along US 70 that meet the requirements of Sections 1098-5 and 1716 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and the **ASHTO H20 rating requirements** with minimum inside dimensions of 36"(l) x 24"(w) x 36"(d).

The Design-Build team shall furnish and install new *Oversized Heavy Duty Junction Boxes with a Standard Cover* between US 70 at the signal cabinets that meet the requirements of Sections 1098-5 and 1716 of the 2018 NCDOT *Standard Specifications for Roads and Structures* with minimum inside dimensions of 30"(l) x 15"(w) x 24"(d).

CONDUIT

The Design-Build Team shall furnish and install four (4) two-inch conduits and all necessary hardware, including tracer wire, junction box markers, and delineator markers by plowing, trenching, or directional drilling *along US 70*. Conduits installed along US 70 and entering special oversized heavy junction boxes with steel covers shall enter and exit junction boxes at the same elevation through mouse holes on the side walls of the junction boxes and **shall not enter** through the bottom of the junction boxes. Submit typical drawings of the junction boxes with the conduit entrances for review prior to installation on the project.

The Design-Build Team shall furnish and install two (2) two-inch conduits and all necessary hardware, including tracer wire, junction box markers, and delineator markers by plowing, trenching, or directional drilling *along route from US 70 to the signal cabinets.*

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Traffic Signals and Signal Communications Scope of Work

Craven County

Furnish and install conduit in accordance with section 1715 of the 2018 NCDOT *Standard Specifications for Roads and Structures* for installing the fiber optic communications cable. Conduit shall not be placed in the median or under the roadway, except for lateral traverse crossings,

The Design-Build Team shall seal ALL spare conduits with duct plugs in junction boxes. Moldable duct plugs will not be allowed.

EXISTING WIRELESS SYSTEM

The Design-Build Team shall also be responsible for removal of the existing wireless system equipment along US 70 and delivering the equipment to the following location:

*NCDOT Division 2 Traffic Services Traffic Signal Department
236 South Glenburnie Rd.
New Bern, NC 28560
(252) 714 – 8253*

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SIGNAL INV #	INTERSECTION	DESCRIPTION OF WORK
02-0913 (New)	SR 1124 (Grantham Road) at US 70 Ramps	Install new 12-fiber drop cable along one of the ramps from the new 144-fiber Trunk cable installed along US-70. Install fiber to the optical ports on the new Ethernet Edge Switch in the signal cabinet.
02-0514 (Existing)	SR 1167 (Williams Road) at US 70 Ramps	Install new 12-fiber drop cable along one of the ramps from the new 144-fiber Trunk cable installed along US-70. One 12-fiber drop cable shall be used for the two signals along Williams Street. Install fiber to the optical ports on the new Ethernet Edge Switch in the signal cabinet.
02-0914 (New)	SR 1167 (Williams Road) at SR 1113 (Old Cherry Point Rd.)	Extend new 12-fiber drop cable from ramp(s) signal at 02-0514 to this signal location. One 12-fiber drop cable shall be used for the two signals along Williams Street. Install fiber to the optical ports on the new Ethernet Edge Switch in the signal cabinet.
02-0919 (New)	SR 1167 (Williams Road) at Realigned -SR3 Alt- / Trent East Crossing Entrance	Extend new 12-fiber drop cable from ramp(s) signal at 02-0514 to this signal location. Install fiber to the optical ports on the new Ethernet Edge Switch in the signal cabinet.
02-0197 (Existing)	SR 1131 (Airport Road) at US 70 Ramps	Install new 12-fiber drop cable along one of the ramps from the new 144-fiber Trunk cable installed along US-70. Install fiber to the optical ports on the new Ethernet Edge Switch in the signal cabinet.
02-0779 (Existing)	SR 1922 (Taberna Way) at US 70 Ramps	Install new 12-fiber drop cable along one of the ramps from the new 144-fiber Trunk cable installed along US-70. Install fiber to the optical ports on the new Ethernet Edge Switch in the signal cabinet.
02-0464 (Existing)	SR 1116 (Thurman Road) at US 70 Ramps	Install new 12-fiber drop cable along one of the ramps from the new 144-fiber Trunk cable installed along US-70. Install fiber to the optical ports on the new Ethernet Edge Switch in the signal cabinet.

Centrac Software, Ethernet Communications Infrastructure

A. DELIVERABLES

The Signal Communications or Conduit Routing Plans shall consist of the three (3) major items listed below:

- Signal Communications Plans including Fiber Optic Splice Plans showing all splicing back to the HUB cabinet
- Project Special Provisions
- Catalog Cut Sheets (Material Submittals)
- System Test Plan
- Typical Detail Drawing of Special Oversized Heavy Junction boxes with Steel Covers
- Final Plans and Project Special Provisions in .pdf and Microstation format

Submit a 60% set of preliminary plans, a 100% unsealed set of project plans including project special provisions. Upon review and acceptance by the Department provide a 100% set of sealed plans and project special provisions to the Department. No construction related to the installation of the system the Department has accepted the 100% sealed RFC plans and specifications. Submit *Typical Detail Drawing* to show conduit entrances into special oversized heavy duty junction boxes for review with 60% and 100% plans.

Submit all material submittals with catalog cuts and installation requirements

Submit system testing requirements for review by the Department.

Provide the Department with a minimum of 10 working days for each review.

After acceptance of RFC Signal Communications Plans, the Design-Build Team shall provide the final Signal Communications Plans to the Department in .pdf and MicroStation format.

B. MATERIALS

When existing equipment (network equipment, cables, fiber, conduit, etc.) is replaced, the Design-Build Team shall replace existing equipment with new equipment. All material, equipment and work shall adhere to the *Standard Specifications for Roads and Structures* requirements. Materials, where applicable, shall be pre-approved on the Department's QPL. The QPL web site is:

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

Prior to incorporation, the Design-Build Team shall provide detailed specifications for all material, equipment and/or work that is not covered in the 2018 *Standard Specifications for Roads and Structure* for Department approval. The Design-Build Team shall provide specifications and plans that address the material requirements and construction methods. No equipment or material shall be installed until it has been approved by the Department in writing. Catalog cuts will not be required for items on the QPL. Items not listed on the QPL shall require Department written approval prior to incorporation.

C. LOCAL AREA NETWORK

For the Ethernet based system the Design-Build Team shall furnish equipment that complies with IEEE Standard 802. The Design-Build Team shall collaborate with the NCDOT Division 2 Network Operator to furnish the necessary network configuration data, including but not limited the Project IP addresses, default gateway, subnet mask, VLAN, and configuration files to program the field Ethernet switches. Furnish all necessary equipment for a complete LAN, including but not limited to field-hardened Field Ethernet Switches. LAN equipment shall be fully integrated, providing local device failover and fault tolerance, virus protection, user authentication, and security functions to prevent unauthorized user and data from entering the LAN.

The Design-Build Team shall ensure that the field Ethernet edge switch install in the signal cabinets are fully compatible with the NCDOT Division 2 existing Network Management Software.

The Design-Build Team shall ensure that all plans and designs conform to the NCDOT and NC Statewide IT Policies and Standards as described at:

<https://www.scio.nc.gov/mission/itPoliciesStandards.aspx>

The Design-Build Team shall submit all architecture of the IT modules for review and approval by NCDOT IT and the NC Office of Information Technology architecture groups.

D. INTEGRATION & TESTING

The Design-Build Team shall integrate and test the new Standalone Closed Loop Ethernet based Signal System. The Design-Build Team shall develop a System Test Plan to test that the components of the system operate to form a fully functioning Standalone Closed Loop Ethernet System with functional remote access and submit to the Engineer for review and approval. This includes, but is not limited to the fiber optic communications cable, the Ethernet Switches, the grounding system, and the remote access by cellular modem. Upon completion of the system installation and integration, the Design-Build Team shall conduct component and system tests in accordance with the approved test plans and procedures. The Design-Build Team shall be responsible for providing all necessary test equipment.

In case of failures and substandard performance, the Design-Build Team shall identify the cause of failure and/or substandard performance, repair or replace the faulty parts and components and repeat the test. If the problem persists, the Design-Build Team shall replace the entire unit causing the problem prior to repeating the test at no additional cost.

After successful completion of all units and system test, the Design-Build Team shall submit the test reports, along with the record of repairs and part replacements, to the Engineer.

IV. SIGNAL SYSTEM TIMING PLANS

The Design-Build Team shall coordinate and implement all signal designs at the appropriate time as directed by the Engineer.

Prior to final design and installation, the Design-Build Team shall coordinate all signal phasing recommendations with the Division Traffic Engineer, Regional Traffic Engineer, municipal traffic engineering staff (as necessary for signals in a municipal signal system), ITS & Signals staff, and Central Office System Timing staff.

The Design-Build Team shall maintain, monitor, and adjust the traffic signals, both vehicle and pedestrian, as needed throughout the project construction.

The Design-Build Team shall be responsible for reviewing the phasing and timing of each traffic signal installation to ensure optimal operation:

- At least once every four weeks throughout the Contract
- In conjunction with all alterations of traffic patterns
- As an integral part of all traffic management plans

The Design-Build Team shall be responsible for the design and implementation of all temporary and final signal designs needed to maintain vehicular and pedestrian traffic during construction, including but not limited to, signal system timing plans.

If necessary, temporary traffic signal designs and implementations shall include, but not be limited to, new cabinets, controllers, cables, poles, spans, heads, and timing plans.

Prior to placing traffic in a new pattern, all traffic signals shall be installed and operational, including but not limited to, signal system timing plans and interconnection to the signal system.

Prior to implementation, all signal system timing plans shall be reviewed and accepted by the ITS and Signals Unit and Central Office System Timing section.

All signal timing plans must be completed by a firm prequalified by NCDOT in *Discipline Code 210 – Signal System Timing Development and Implementation* and under the direct charge of a North Carolina certified Professional Engineer.

Signal Timing Plans will be prepared in accordance with the latest edition of the following:

- NCDOT Traffic Management and Signal Systems Unit Design Manual
- NCDOT Signal System Timing Philosophy Manual
- The Manual on Uniform Traffic Control Devices (MUTCD)
- North Carolina Supplement to the MUTCD
- Customary practices for plan preparation, including CADD conventions, of the NCDOT ITS & Signals Unit

Signal Timing Plans should reflect existing time-of-day scheduling and may need to address some or all of the following items:

- Weekday peak/non-peak traffic periods (am, pm, midday, off-peak, etc.)
- School/University start/end and/or class change peak periods
- Seasonal traffic patterns
- Pre-scheduled holiday traffic patterns
- Incident management traffic patterns (detour routes, alternate routes, evacuation routes, etc.)
- Other special event traffic operations

For Signal Timing Plans to run properly and effectively, the signalized corridor(s) shall be reviewed to verify the items below. Note that adjustments may be required in order to work around some of these issues during construction.

- Existing geometrics and signal phasing match the timing plans
- Speed limits and distances between intersections match the timing plans
- All equipment is in necessary working order including controllers, detectors, communication, etc.
- Verify that field programming matches the most-recent traffic signal Plan of Record (POR) or applicable temporary signal design configuration.
 - Any discrepancies that may affect plan design shall be brought to the attention of the Deputy Division Traffic so that a course of action to correct the changes can be made prior to development and implementation of the coordination plans.
- Some examples of issues that could affect the timing plans and/or operations include:
 - loops not detecting vehicles
 - pedestrian push buttons that don't work
 - signal heads rotated or displays not functioning
 - communication issues with local controllers
 - blank controller screens
 - programming discrepancies with the most-recent Plan of Record

For signal systems with existing timing plans in place, contact the Deputy Division Traffic Engineer and/or Central Office System Timing group in order to obtain *TransLink32*, *Synchro*, and *Tru-Traffic* files for the system.

- Any such files given to the Team shall be updated to reflect the final configuration of the system and returned to NCDOT.

For signal systems without existing timing plans in place, digital files shall be created in *TransLink32*, *Synchro*, and *Tru-Traffic* that reflect the final configuration of the system timing plans.

- Develop *Synchro* network model for existing conditions.
 - Interpolation of traffic counts is acceptable for non-critical intersections when count data is not available.

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Traffic Signals and Signal Communications Scope of Work

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- Ensure that all intersection geometrics, timing data, and phasing data in *Synchro* match field conditions and *TransLink32*.
- Ensure that all settings in *Synchro* and *Tru-Traffic* match.
- Develop/update *TransLink32* database.
 - Develop/update Master Graphics.
 - All new graphics should use photogrammetry and/or signal design plans as a minimum standard
 - Internal *TransLink32* default graphics will not be acceptable
 - Intersections and detectors shall be labeled
- Ensure all system detectors are assigned and the detector data is logging in field.
 - Make the necessary assignments and enable data logging if not properly implemented already

Final signal timing plans shall be fine-tuned after they are implemented to ensure they operate as efficiently as possible.

TRANSPORTATION MANAGEMENT SCOPE OF WORK (5-24-2019)

I. Project Requirements

A. Laws, Standards and Specifications

The Design-Build Team shall design the Transportation Management Plan (TMP) in accordance with the requirements of this RFP and the version of the standards listed below that are effective on the time of Technical Proposal submittal date.

- NCDOT *Standard Specifications for Roads and Structures*
- NCDOT *Roadway Standard Drawings*
- NCDOT *Supplement to the Manual on Uniform Traffic Control Devices (NCSMUTCD)*
- FHWA *Manual on Uniform Traffic Control Devices (MUTCD)*
- NCDOT *Roadway Design Manual*
- Americans with Disabilities Act of 1990 (ADA)
- AASHTO *A Policy on Geometric Design of Highways and Streets*
- AASHTO *Roadside Design Guide*
- FHWA *Standard Highway Signs*
- 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 *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 TMP.

WZTC Website:

<https://connect.ncdot.gov/projects/WZTC/Pages/default.aspx>

C. Transportation Management Plans

The Design-Build Team shall prepare TMP that include Temporary Traffic Control Plans (TTCP) and Traffic Operations Plan (TOP). The TOP shall include demand management strategies, corridor network management strategies, work zone safety management strategies and traffic incident management and enforcement strategies. In accordance with the Public Involvement and Information Scope of Work found elsewhere in this RFP, the Design-Build Team shall assist the Department in the development of a Public 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 TMPs 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 TMPC shall comply with requirements herein. 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. The PEF selected by the Design-Build team to develop the TMP shall be prequalified through NCDOT in Work Code 541 – Traffic Management Plan – Level 1 and 2.

In the event any self-imposed liquidated damages are included in the Technical Proposal, Intermediate Contract Time(s) shall be established.

D. General Requirements

The Design-Build Team is encouraged to begin construction activities south of Williams Road to allow motorists to adjust to an altered traffic pattern. The existing traffic pattern shall not be altered north of Station 107+00 (U-5713 segment, from just south of the Williams Road interchange to the northern project limit) until traffic has been in an altered pattern South of this location for a minimum of 30 days.

Unless permitted otherwise elsewhere in this RFP, maintain the existing number of travel lanes on all roads, including but not limited to acceleration, deceleration, auxiliary, and turn lanes.

On US 70 two through lanes must be maintained in each direction at all times and shall have travel lanes that are a minimum width of 11 feet.

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). Unless temporary barrier is placed on the paved shoulder, maintain existing shoulder widths (paved and unpaved). Under structures only, maintain a minimum two-foot wide paved shoulder adjacent to the mainline through lanes and a minimum one-foot wide paved shoulder adjacent to ramps.

As a minimum, the Design-Build Team shall maintain the US 70 Service Roads, parallel to US 70 in a one lane, one-way pattern separated by PCB from US 70. The one-way direction will be approved by the Division.

Unless allowed otherwise elsewhere in this RFP, the Design-Build Team's construction methods and / or construction activities on all -Y- lines, Service Roads, ramps and loops, including timing for temporary signals, shall not create a queue that impacts the flow of traffic on US 70.

The Design-Build Team shall maintain access to all properties not being purchased as part of this project.

Unless permitted otherwise elsewhere in this RFP, all traffic control devices, including bridge barrier rails, shall be placed / located a minimum two-foot offset (shy distance) from the edge of an open travel lane.

Placement of temporary barrier systems shall be shown on the TMPC. 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 on 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 and MASH (2016 AASHTO Manual for Assessing Safety Hardware). Providing less than the minimum deflection distance shall require the use of anchored temporary barrier systems in accordance with the NCDOT 2018 *Standard Specifications for Roads and Structures*.

- 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 within 200 feet of any merging taper, including but not limited to, existing and proposed ramp merges, lane drop merges, and / or temporary lane closure merges. All lanes shall first be closed using channelizing devices and pavement markings.
- 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.

Excluding short term median crossovers, 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 35 mph.

The 2018 *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 breaks in a normal crown section will not be allowed within the shifting taper. Excluding the aforementioned temporary traffic patterns, breaks in the super elevation 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.

Temporary traffic shifts that are not covered by a standard or require vertical grades shall be considered a temporary alignment. All temporary alignments shall adhere to the NCDOT *Roadway Design Manual*, including all revisions, 2011 AASHTO, *A Policy on Geometric Design of Highways and Streets* and the most current Transportation Research Board *Highway Capacity Manual*.

Maintain access to all residences, schools, bus stops, mass transit facilities (park and ride lots), emergency services and businesses at all times. Prior to incorporation, obtain written approval from the Engineer on method to maintain access. Access to all existing transit stop locations shall be maintained during construction or alternative locations that are accepted by NCDOT shall be provided and specified within the TMP. The Design-Build Team shall coordinate with the State and Local Transit Agencies for all traffic control phasing that will affect existing transit stops or transit routes.

In accordance with the Department’s Policy on Evaluating Temporary Accommodations for Pedestrians during Construction, found on the website noted below, the Design-Build Team shall maintain pedestrian accommodations in all areas as follows:

Roadway	Minimum Level of Pedestrian Accommodation
US 70	Absence of Need
All other roadways	Basic

<https://connect.ncdot.gov/projects/WZTC/Work%20Zone%20Traffic%20Control%20Documents/AccomPedinWZProc.pdf>

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 ICT #4 and ICT #5, and elsewhere in this RFP, all roads, including ramps and loops shall not be closed.
- Unless permitted otherwise elsewhere in this RFP, the Design-Build Team shall not permanently close any existing ramp / loop until 1) the proposed ramp / loop that will carry the corresponding traffic is open to traffic and fully operational; and 2) any proposed traffic signal at the proposed ramp / loop terminal for the corresponding traffic is operational.
- The Design-Build Team shall not concurrently close adjacent -Y- Lines.
- The Design-Build Team shall not concurrently close -Y- Lines with overlapping detours.
- 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 / analysis for the Department’s review and acceptance.

- As determined by the Engineer, the Design-Build Team shall provide improvements required to accommodate detoured traffic prior to utilizing detour routes.
- Offsite detours that have non-signalized at-grade railroad crossings shall not be allowed.
- Submit 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 off-site detour routes.

On all roadways within the project limits, the Design-Build Team shall provide safe access for wide-loads and oversized permitted vehicles through the work zone. Safe access shall entail, but is not limited to, a sufficient pavement structure (Reference the Pavement Management Scope of Work found elsewhere in this RFP), maintaining the existing vertical clearance of overhead structures, providing the required vertical clearance of proposed overhead structures, and providing the minimum horizontal clear widths as follows:

Roadway	Minimum Clear Width
US routes, NC Routes, and all ramps and loops	20 feet
All other roadways	18 feet

The Design-Build Team shall also maintain safe access on US 70 -Y- lines and service roads within the project corridor. Safe access shall include maintenance and repair of the existing pavement structure by performing operations including but not limited to patching, milling, strengthening, and overlay within 5 calendar days of notification. The Design-Build Team should consider increased traffic due to adjacent projects.

The Design-Build Team shall coordinate with the Division Maintenance Engineer, Resident Engineer, Division Traffic Engineer, the Rail Division and Statewide Transportation Operations Center (STOC) to manage traffic operations within the work zone and other roadways within the network that may be affected by the work zone activities. Coordination shall include, but not be limited to, providing notification of planned lane or road closures, traffic detours, public information, traffic management, access management, incidents, etc.

On all roads, the Design-Build Team shall make all modifications to existing pavement markings, markers and / or signing located outside the project limits that are necessitated by the TMP. Additionally, the Design-Build Team shall readjust the markings, markers, and / or signing located outside the project limits to the existing / proposed pattern when the temporary changes are no longer needed.

The Design-Build Team shall not place traffic on lanes containing rumble strips.

All on-site detours shall meet the minimum number of existing lanes per direction and shall adhere to all temporary alignment requirements noted elsewhere in the RFP. A pavement transition, suitable for the posted speed limit shall be provided at all on-site detour interfaces.

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.

The Design-Build Team shall provide and utilize Changeable Message Signs (CMS) as follows:

- The Design-Build Team shall provide CMSs that have the functionality to be operated locally in the field and controlled remotely from the STOC. All CMSs provided must be fully NTCIP compliant and operate with full functionality via remote communications from the STOC. All CMSs must be able to be controlled remotely using the existing software utilized by the STOC staff at the time of deployment. No vendor specific or third party software will be allowed. CMSs must be approved for use in ITS operations before they are deployed. STOC staff will operate all devices displaying travel information to the public. The Design-Build Team shall not begin any construction that involves lane closures on any road until all CMSs and all other devices are installed and communicating with the STOC.
- For traffic control purposes during construction, the Design-Build Team shall provide and operate a minimum of one CMS per direction on the mainline that provides general information about the construction activities within the project limits. This CMS shall be in addition to any other CMSs required by the NCDOT Roadway Standard Drawings and / or required for incident management use.
- The Design-Build Team shall provide and operate a minimum of 12 speed sensors and 12 CMSs to display alternate route information ahead of the project detour points for incidents on the project. The positioning of these incident management CMSs shall be coordinated with the STOC and the Engineer. These CMSs shall be in addition to any other devices provided by the Department and operated by the STOC. The Design-Build Team shall coordinate with the STOC when alternate route information needs to be

displayed. In the event of an incident, STOC will take remote control of the applicable CMSs to provide incident management information to motorists. Upon incident clearance and resumption of normal traffic flow, STOC will allow the Design-Build Team to regain control of the CMS boards.

- The Design-Build Team shall coordinate on 24-hour basis with the STOC to provide relevant and timely travel information throughout the work zone and along alternate routes.
- The Design Build Team will be responsible for ensuring the alternate routes are signed with either existing stationary alternate route signing or provide temporary stationary alternate route signing to guide detoured motorists along the alternate route back to the original road. The Design-Build Team shall provide a plan for STOC and NCDOT approval that shows the STOC's alternate routes with the approximate locations of the CMSs to be used for incident management, along with their respective messages, and the approximate locations of the existing stationary alternate route signing and temporary stationary alternate route signing.
- The Design-Build Team shall fabricate, install, relocate, and maintain the CMSs and stationary signs during construction. Upon completion of the project, or completion of their usefulness, the Design-Build Team shall remove and dispose of the CMSs and stationary signs.
- The plan for all incident management CMSs and ground mounted signing for alternate routes shall be approved by STOC and NCDOT and installed before beginning any construction. Primary locations shall include ground mounted guide signs at the junction of US 70/US 17 west of New Bern, at US 70/NC 24 in Morehead City and along the alternate route back to US 70. The Design/Build Teams shall have a minimum of 2 ground mounted alternate route signs in advance of the of US 70/US17 interchange and the US 70/NC 24 intersection.

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 fourteen (14) 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.

For a LCN utilizing a non-NCDOT controlled facility, the Design-Build Team shall secure concurrence, in writing, from the controlling government entity. A LCN shall contain the estimated date, time, duration and location of the proposed work. The Design-Build Team shall keep NCDOT informed of any and all changes or cancellations of proposed lane closures prior to the date of their implementation.

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 thirty (30) calendar days prior to the publication of any notices or placement of any traffic control devices associated with road closures, detour routing or other change in traffic control requiring road closures.

For a RCN utilizing a non-NCDOT controlled facility, the 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 Transportation Management Plan General Notes, unless noted otherwise elsewhere in this RFP:

A. Time Restrictions

1. Intermediate Contract Times #1 through #3 for Lane Narrowing, Lane Closure, Holiday and Special Event Restrictions.

Except as allowed otherwise elsewhere in this RFP, the Design-Build Team shall maintain the existing traffic pattern and shall not close or narrow a single lane of traffic during the times below.

Intermediate Contract Time #1:

Between September 16th and May 14th, the time restrictions in ICT #1 shall apply.

Road Name	Day	Time Restrictions
US 70 and all ramps and loops	Monday through Friday	6:00 a.m. to 7:00 p.m.

Intermediate Contract Time #2:

Between May 15th and September 15th, the time restrictions in ICT #2 shall apply.

Road Name	Day	Time Restrictions
US 70 and all ramps and loops	Monday through Thursday	6:00 a.m. to 7:00 p.m.
	Friday through Sunday	Starting on Friday at 6:00 a.m. and ending on Sunday at 7:00 p.m.

Intermediate Contract Times #3:

Road Name	Day	Time Restrictions
Williams Road	Monday through Friday	6:00 a.m. to 7:00 p.m.
All other -Y- lines and Service Roads	Monday through Friday	6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m.

The Design-Build Team shall not install, reset and / or remove any traffic control device during the times listed above.

In addition, the Design-Build Team shall not close or narrow a lane of traffic on the aforementioned facilities, detain, and / or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy unless allowed otherwise elsewhere in this RFP. At a minimum, these requirements / restrictions shall apply to the following schedules:

- (a) For New Year's between the hours of 6:00 a.m. December 31st and 7:00 p.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday then until 7:00 p.m. the following Tuesday.
- (b) For Easter, between the hours of 6:00 a.m. Thursday and 7:00 p.m. Monday.

- (c) For Memorial Day, between the hours of 6:00 a.m. Friday and 7:00 p.m. Tuesday.
- (d) For Independence Day, between the hours of 6:00 a.m. July 3rd and 7:00 p.m. July 5th. If Independence Day is on a Friday, Saturday, Sunday or Monday, then between the hours of 6:00 a.m. the Thursday before Independence Day and 7:00 p.m. the Tuesday after Independence Day.
- (e) For Labor Day, between the hours of 6:00 a.m. Friday and 7:00 p.m. Tuesday.
- (f) For Thanksgiving Day, between the hours of 6:00 a.m. Wednesday and 7:00 p.m. Monday.
- (g) For Christmas, between the hours of 6:00 a.m. the Friday before the week of Christmas Day and 7:00 p.m. the following Tuesday after the week of Christmas Day.

Liquidated Damages for Intermediate Contract Time #1 for the above lane narrowing, lane closure, holiday and special event time restrictions for US 70 and all ramps and loops are \$2,500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #2 for the above lane narrowing, lane closure, holiday and special event time restrictions for US 70 and all ramps and loops are \$2,500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #3 for the above lane narrowing, lane closure, holiday and special event time restrictions for Williams Road are \$1,250.00 per 15-minute period or any portion thereof.

2. Intermediate Contract Times #4 and #5 for Road Closure Restrictions for Construction Operations

Unless allowed otherwise elsewhere in this RFP, at a minimum, the Design-Build Team shall maintain the existing traffic pattern and follow the road closure restrictions for all roadways listed below. When a temporary road closure is used, the Design-Build Team shall reopen the travel lanes by the end of the road closure duration to allow the traffic queue to deplete before re-closing the roadway.

Unless allowed otherwise elsewhere in this RFP, the Design-Build Team shall 1) not close any direction of travel on the following roads or any ramps / loops during the times noted below; and 2) only close the following roads or any ramps / loops for the operations listed in this intermediate contract time restriction.

A crossover providing one lane in each direction on US 70 will be allowed for the purpose of bridge demolition, and girder, overhang, and falsework installation and / or removal during the times set forth below. No other roads shall be put in a crossover pattern for these same purposes. If the Design-Build team elects to use a crossover for the aforementioned activities, during the times set forth below, the crossover shall be designed and constructed to meet a design speed of no more than 20 MPH below the posted speed limit prior to implementation of a reduced work zone speed limit. Unless approved otherwise by the Engineer, in writing, the maximum allowable distance between the cross-overs shall be 2,750 feet. The Design-Build Team shall monitor the traffic queue during operation of the crossover. Should the traffic queue extend to the advance warning signs, traffic shall be returned to the existing number of lanes in each direction until the traffic queue is depleted. Traffic shall be returned to the normal pattern at the end of each work period.

Intermediate Contract Times #4 and #5

Road Name	Day	Time Restrictions
US 70 and all existing ramps and loops	Monday through Sunday	5:00 a.m. until 12:00 a.m. (midnight)
All Other Roads	Monday through Sunday	5:00 a.m. until 11:00 p.m.

For the operations noted below, the maximum road closure duration shall not exceed **thirty (30) minutes** without an approved offsite detour. With an approved offsite detour, the roadways listed may be closed during the time listed above for the operations listed below.

- Bridge demolition
- Girder, overhang, and falsework installation and / or removal
- Installation of overhead sign assemblies and / or work on existing overhead sign assemblies over travel lanes
- Railroad signal and crossing work (Railroad crossings shall not be closed simultaneously)

Proposed road closures for any road within the project limits shall be approved by the Engineer, in writing, prior to incorporation in the Transportation Management Plans.

Liquidated Damages for Intermediate Contract Time #4 for the above road closure time restrictions for US 70 and all existing ramps and loops are \$5,000.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #5 for the above road closure time restrictions for All Other Roads are \$2,500.00 per 15-minute period or any portion thereof.

B. Hauling Restrictions

The Design-Build Team shall adhere to the hauling restrictions noted in the 2018 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 holiday and special events time restrictions listed in ICT #1 through ICT #3 unless the hauling operation occurs completely behind temporary traffic barrier or guardrail and does not impact traffic operations.
- All hauling entrances, exits and crossings shall be shown on the TMP and be in accordance with the 2018 NCDOT Roadway Standard Drawings, Typical Median Access Special Provision, or the Design-Build Team may develop a median access plan for existing US 70, consistent with the Median Access Special Provision, as approved by the Department. All hauling entrances, exits, and median access point locations shall be approved by the Department prior to installation.
- Haul vehicles shall not enter and / or exit an open travel lane at speeds more than 10 mph below the posted speed limit.
- Hauling operations that perpendicularly cross a roadway shall require a TMP and shall be subject to the time restrictions, and holiday and special event time restrictions listed in ICT #1 through ICT #3.

Excluding hauling operations that are conducted entirely behind a temporary traffic barrier or guardrail, multi-vehicle hauling of vehicles exceeding 15,000 lb of gross vehicle weight shall not be allowed ingress and egress from any open travel lane during the time restrictions listed in ICT #6 and ICT #7.

Intermediate Contract Times #6

Between September 16th and May 14th, the following hauling restrictions in ICT #6 will apply.

Road Name	Day	Time Restrictions
US 70 and all ramps and loops	Monday through Friday	6:00 a.m. to 8:00 a.m. and 4:00 p.m. to 7:00 p.m.

Road Name	Day	Time Restrictions
Williams Road	Monday through Friday	8:00 a.m. to 7:00 p.m.

Intermediate Contract Times #7

Between May 15th and September 15th, the following hauling restrictions in ICT #7 will apply.

Road Name	Day	Time Restrictions
US 70 and all ramps and loops	Monday through Thursday	6:00 a.m. to 8:00 a.m. and 4:00 p.m. to 7:00 p.m.
	Friday through Sunday	Starting on Friday at 6:00 a.m. and ending on Sunday at 7:00 p.m.

Road Name	Day	Time Restrictions
Williams Road	Monday through Friday	8:00 a.m. to 7:00 p.m.

Liquidated Damages for Intermediate Contract Time #6 for the above multi-vehicle hauling time restrictions for US 70 and all interchange ramps (once open to traffic), and Williams Road are \$300.00 per vehicle.

Liquidated Damages for Intermediate Contract Time #7 for the above multi-vehicle hauling time restrictions for US 70 and all interchange ramps (once open to traffic), and Williams Road are \$400.00 per vehicle.

The Design-Build Team shall address how hauling will be conducted in the Technical Proposal, including but not limited to, hauling of any materials to and from the site and hauling material within the NCDOT right of way.

C. Lane and Shoulder Closure Requirements

On two-lane, two-way facilities, the Design-Build Team shall not install more than one (1) mile of lane closure in any one direction on any roadway within the project limits or in conjunction with this project, measured from the beginning of the merge taper to the end of the lane closure.

On multi-lane facilities, the Design-Build Team shall not install more than two (2) miles of lane closure in any one direction, measured from the beginning of the merge taper to the end of the lane closure. The Design-Build Team shall not install more than two simultaneous lane closures in any one direction and shall provide a minimum of two (2) miles between lane closures, measured from the end of one closure to the first sign of the next lane closure.

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 barrier is placed on the roadway shoulder, the Design-Build Team shall install shoulder closure signs and devices in advance of the barrier using the 2018 NCDOT Roadway Standard Drawings.

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 the 2018 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 the 2018 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 the NCDOT 2018 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 minimum, close the lane using the NCDOT 2018 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) 500 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 thirty (30) calendar days prior to any traffic pattern alteration. (Reference the Public Involvement and Information Scope of Work found elsewhere in this RFP for additional public information requirements)

F. Signing

The Design-Build Team shall install advance work zone warning signs when work is within 40 feet from the edge of travel lane and no more than three days prior to the beginning of construction.

When no work is being conducted for a period longer than one week, the Design-Build Team shall remove or cover all advance work zone warning signs, as directed by the Engineer. Stationary work zone warning signs shall be covered with an opaque material that prevents reading of the sign at night by a driver traveling in either direction.

When portable work zone signs are not in use for periods longer than 30 minutes, the Design-Build Team shall lay the portable work zone sign flat on the ground and collapse the sign stand and lay it flat on the ground.

The Design-Build Team shall 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 ensure proper signing (including but not limited to guide signs) is in place at all times during construction, as required by the MUTCD. All temporary signing shall be shown on the Traffic Control Plans or a Temporary Signing Plans to be reviewed and approved by the Work Zone Traffic Control Section and / or the Signing and Delineation Unit prior to incorporation.

G. Traffic Barrier

The Design-Build Team shall use only an NCDOT approved temporary traffic barrier system and adhere to the following requirements:

- Install temporary traffic barrier system a maximum of two (2) weeks prior to beginning work in any location. Once the temporary traffic barrier system is installed at any location, proceed in a continuous manner to complete the proposed work in that location.
- Place all temporary barrier used for traffic control directly on an asphalt or concrete surface.
- Temporary barrier used for traffic control shall not act as a retaining wall.
- Once the temporary traffic barrier system is installed and no work has been or will be performed behind the temporary traffic barrier system for a period longer than two (2) months, remove / reset the temporary traffic barrier system unless the barrier is protecting traffic from a hazard.
- Excluding water filled barrier, protect the approach end of temporary traffic barrier system at all times during the installation and removal of the barrier by either a truck mounted impact attenuator (maximum 72 hours) or a temporary crash cushion.

- Excluding water filled barrier, protect the approach end of temporary traffic barrier system from oncoming traffic at all times by a temporary crash cushion unless the approach end of temporary traffic barrier system is offset from oncoming traffic as follows:

Posted speed limit (mph)	Minimum offset (feet)
40 or less	15
45 – 50	20
55	25
60 mph or higher	30

- Install temporary traffic barrier system with the traffic flow, beginning with the upstream side of traffic. Remove the temporary traffic barrier system against the traffic flow, beginning with the downstream side of traffic.
- Install drums to close or keep closed tangent sections of the roadway until the temporary traffic barrier system can be placed or after the temporary barrier system has been removed. The distance, in feet, between drums shall be no greater than twice the posted speed limit (mph).
- The Design-Build Team shall minimize the presence of portable concrete barrier along acceleration ramps / loops. Thus, justification, in the Department’s sole discretion, shall be provided in the TMP for the placement of portable concrete barrier along acceleration ramps / loops. At existing and proposed ramp merges, lane drop merges, and / or temporary lane closure merges, the Design-Build Team shall install temporary traffic barrier system in a manner that provides a minimum of 200 feet from the end of the pavement marking taper to the beginning of the barrier taper.
- The Design-Build Team shall be responsible for providing proper connection between the existing bridge rail and the temporary barrier system and include this information in the appropriate plans.

H. Traffic Control Devices

The Design-Build Team shall use traffic control devices that conform to all NCDOT requirements and are listed on the NCDOT Approved Products List. The Approved Products List is may be referenced on the website noted below:

<https://apps.dot.state.nc.us/vendor/approvedproducts/>

The use of any devices that are not shown on the NCDOT Approved Products List shall require written approval from the Division Construction Engineer or designee 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 two feet off the edge of an open travelway, when lane closures are not in effect. Skinny drums shall only be allowed as defined in Section 1180 of the NCDOT 2018 *Standard Specifications for Roads and Structures*.

Place Type III barricades, with "ROAD CLOSED" signs (R11-2) attached, of sufficient length to close entire roadway. Stagger or overlap barricades to allow for ingress or egress.

Place sets of three drums perpendicular to the edge of the travelway on 500-foot centers when unopened lanes are closed to traffic. These drums shall be in addition to channelizing devices.

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 shall 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 shall 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.

I. Temporary Pavement Markings, Markers and Delineation

US ROUTES, AND NC ROUTES, INCLUDING ALL RAMPS AND LOOPS

The Design-Build Team shall show temporary pavement markings on the TMP that meet the requirements of the *Work Zone "Performance" Pavement Markings on US Routes and NC Routes* Section below and the *Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects*.

The Design-Build Team shall install pavement markings and markers in accordance with the NCDOT 2018 *Standard Specifications for Roads and Structures*, and in accordance with the manufacturer's procedures and specifications.

In accordance with the requirements below, the Design-Build Team shall install Work Zone "Performance" pavement markings on the interim surface for temporary traffic patterns. The Design-Build Team shall install temporary raised pavement markers on the interim surface for temporary traffic patterns.

The Design-Build Team shall not place temporary markings on the final asphalt pavement surface unless the temporary markings are placed in the exact location of the final pavement markings.

Temporary pavement markings on concrete surfaces shall only be removed by hydro blasting.

Prior to shifting traffic to a new pattern, the Design-Build Team shall remove all conflicting markings and remove all conflicting markers and snowplowable marker castings. Should the removal of the pavement markings create “ghost markings” on the pavement surface which can create motorist confusion, the Design-Build Team shall mill and fill the section with a minimum 1.5” layer of asphalt surface course

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, or mill and fill, as appropriate, all conflicting markings, replace all damaged markings, and remove / replace all conflicting / damaged markers.

WORK ZONE “PERFORMANCE” PAVEMENT MARKINGS ON US ROUTES AND NC ROUTES, INCLUDING ALL RAMPS AND LOOPS

Description

The Design-Build Team shall furnish and install Work Zone “Performance” pavement markings that delineate the travel way for work zone traffic patterns on the mainline, US Routes, and NC Routes, including all ramps and loops. The purpose of Work Zone “Performance” pavement marking is to provide a more durable work zone pavement marking that shall last the full duration of a traffic pattern without requiring replacement or reapplication for a period of up to 12 months. The Work Zone “Performance” pavement markings shall also provide a higher performance level, for both initial and residual retroreflectivity, than standard traffic paints to improve nighttime work zone visibility.

Materials

a) General

Use materials in accordance with the Manufacturer’s recommendations that shall retain both durability and a minimum retroreflectivity, as described elsewhere in this RFP, for a period of at least 12 months.

On concrete pavement, the Design-Build Team shall provide black contrast “Performance” pavement markings that contrast the white skip line along through lanes and ramp lanes. The black contrast “Performance” pavement marking shall immediately follow the white skip line at the same width and half the length, or border the long edges of the white skip line at a width of 1.5 inches. Black contrast “Performance” pavement markings shall be matte and non-retroreflective.

The Work Zone “Performance” pavement markings shall be manufactured to bond successfully to both concrete and asphalt pavements. The pavement marking materials shall be applied in a single application. The following are approved materials to be used for Work Zone “Performance” pavement markings:

- Polyurea
- Thermoplastic (Extruded and Sprayed)
- Epoxy
- Polymer (Single System)
- Cold Applied Plastic Type 4

When using Cold Applied Plastic Type 4 pavement markings, place temporary raised markers half on and half off edge lines and centerlines to help secure the tape to the roadway. Markers shall be spaced the appropriate distance apart as described by the 2018 Roadway Standard Drawing 1250.01, Sheet 1 of 3.

b) Material Qualifications / Certifications

The Design-Build Team shall only use Work Zone “Performance” pavement marking materials, as listed above, that are on the NCDOT Approved Products List at the time of installation. In accordance with Article 106-3, and Section 1087-4 of the NCDOT 2018 *Standard Specifications for Roads and Structures*, the Design-Build Team shall provide a Type 3 Material Certification for all materials, and a Type 3 and Type 4 certification for all reflective media.

Construction Methods

The Design-Build Team shall not use hand applied methods or any other non-truck mounted application equipment / device to install Work Zone “Performance” pavement markings for applications longer than 1,000 feet.

All Work Zone “Performance” pavement markings shall be installed in a single application.

a) Testing Procedures

All Work Zone “Performance” pavement markings shall be tested by the Department through an independent Mobile Retroreflective Contractor. The Work Zone “Performance” pavement markings will be scanned to ensure the retroreflectivity requirements in Section c below are met.

b) Application Equipment

Application equipment shall be in accordance with Section 1205 of the NCDOT 2018 Standard Specifications for Roads and Structures.

c) Material Application

The Work Zone “Performance” pavement marking material shall be applied at the following minimum thicknesses:

- Polyurea = 20 mils wet
- Epoxy = 20 mils wet
- Thermoplastic (Extruded or Sprayed) = 50 mils wet
- Polymer = 20 mils wet
- Cold Applied Plastic (IV) = Manufacturer’s recommendation

The Work Zone “Performance” pavement marking line widths shall be as follows:

- Edge lines, Solid Lane Lines, Skip and Mini-Skip Lines = 4”
- Gorelines = 8”

“No track” dry times for the liquid systems shall be ten minutes or shorter. Traffic shall not be placed on any material until it is sufficiently dry / cured to eliminate wheel tracking.

The minimum level of retroreflectivity for all Work Zone “Performance” pavement marking system selected shall be as follows:

Reflectometer Requirements for Work Zone “Performance” Pavement Markings

Color	Initial	6 Months	12 Months
White	375 mcd/lux/m ²	275 mcd/lux/m ²	150 mcd/lux/m ²
Yellow	250 mcd/lux/m ²	150 mcd/lux/m ²	100 mcd/lux/m ²

For the durations noted in the chart above, the Work Zone “Performance” pavement markings shall adhere to the corresponding retroreflectivity levels.

The Design-Build Team shall notify the Engineer, in writing, a minimum of 7 - 10 days prior to the installation of Work Zone “Performance” pavement markings. The Department will measure initial retroreflectivity levels with a mobile retroreflectometer within 30 days after placement to ensure compliance with the reflectivity levels in the chart above.

Work Zone “Performance” pavement markings shall maintain the retroreflectivity levels for the durations noted above. If the markings appear to be non-performing, in the Engineer’s sole discretion, the Engineer may request additional retroreflectivity readings. If and when this becomes necessary, the same notification procedure as described above shall be used to have Work Zone “Performance” pavement markings measured by a Mobile Retroreflective Contractor.

If measured and found to be noncompliant, the Design-Build Team shall replace the Work Zone “Performance” pavement markings at no cost to the Department.

All Work Zone “Performance” pavement markings shall be durable enough to withstand a single snow event without showing excessive fatigue in either bonding or retroreflectivity. The Design-Build Team shall replace the Work Zone “Performance” pavement markings if a single snowplow event results in more than 25% of the pavement marking edgelines or skips being physically removed and / or the Work Zone “Performance” pavement markings do not meet the following minimum retroreflectivity values:

Reflectometer Requirements for Work Zone “Performance” Pavement Markings after a Single Snowplowed Event

Color	MINIMUM
White	150 mcd/lux/m2
Yellow	100 mcd/lux/m2

Unless the temporary traffic pattern is to be modified within 30 days, the Design-Build Team shall replace all non-compliant Work Zone “Performance” pavement markings within 30 days of determining they are non-compliant.

If the work zone experiences more than one snow event requiring snowplowing, the retroreflectivity values in the chart above will no longer apply. The Engineer will determine if the pavement markings are performing adequately and / or if replacement is necessary due to excessive damage caused solely by snowplow activities. If the Work Zone “Performance” pavement markings are found to be deficient, solely in the Engineer’s discretion, they shall be replaced. In such case, the Work Zone “Performance” pavement markings will be paid for as extra work in

accordance with Subarticle 104-8-(A) of the NCDOT 2018 *Standard Specifications for Roads and Structures* at the unit price of \$0.40 per linear foot. Unless the temporary traffic pattern is to be modified within 30 days, the Design-Build Team shall replace all Work Zone “Performance” pavement markings damaged due to multiple snowplow events within 30 days.

If the Work Zone “Performance” pavement markings need to remain in place longer than 12 months, the markings shall be scanned by a Mobile Retroreflective Contractor. If the Work Zone “Performance” pavement markings meet or exceed the 12-month retroreflectivity requirements noted above, the markings can remain in place. If the Work Zone “Performance” pavement markings do not meet or exceed the 12-month retroreflectivity requirements noted above, the Design-Build Team shall replace the Work Zone “Performance” pavement markings within 15 days of the 12-month duration date at no cost to the Department. If and when this becomes necessary, the same notification procedure as described above shall be used to have Work Zone “Performance” pavement markings measured by a Mobile Retroreflective Contractor.

d) Surface Preparation

Prior to installation, all pavement surfaces to receive Work Zone “Performance” pavement markings shall be swept clean and prepared in accordance with the Manufacturer’s recommendation.

e) Temperature and Weather Limitations

Work Zone “Performance” pavement markings shall only be applied when the ambient air temperature and the pavement temperature are 50°F or higher for thermoplastic and are 40°F or higher for all other materials. The Design-Build Team shall not install Work Zone “Performance” pavement markings unless the pavement surface is completely dry. The Design-Build Team shall not install Work Zone “Performance” pavement markings within four hours of a heavy rain event, (rainfall intensities equal to or greater than 1 inch /per hour).

In the event a traffic shift must occur when the air and / or pavement temperatures are below the aforementioned minimums and / or a rain event occurs four hours prior to or during a planned traffic shift, the Design-Build Team may install temporary pavement marking paint, at the Engineer’s sole discretion. Temporary pavement marking paint shall be applied in one application and shall produce a four-inch wide line at 15 mils (wet). Beads that provide the following minimum retroreflectivity shall be applied to the temporary pavement marking paint:

White: 225 mcd / lux / m²
Yellow: 200 mcd / lux / m²

The temporary pavement marking paint with beads shall maintain the minimum retroreflectivity noted above until placement of the Work Zone “Performance” pavement markings

The Design-Build Team shall replace / reapply temporary pavement marking paint with beads that does not adhere to the retroreflectivity requirements noted above at no cost to the Department. The Design-Build Team shall apply the Work Zone “Performance” pavement markings within 90 days of installing the temporary pavement marking paint with beads.

Excluding damage due solely to snowplow events, the Design-Build Team shall replace all Work Zone “Performance” pavement material that debonds and /or does not adhere to the retroreflectivity levels for the corresponding durations noted above at no cost to the Department.

ALL OTHER ROADS AND STRUCTURES

The Design-Build Team shall show temporary pavement markings on the Transportation Management Plans that meet the requirements of the RFP and the *Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects*.

The Design-Build Team shall only use pavement marking and marker products that conform to all NCDOT requirements and are listed on the NCDOT Approved Products List. The use of any devices that are not shown on the NCDOT Approved Products List shall require written approval from the Division Construction Engineer or designee prior to incorporation.

The Design-Build Team shall install pavement markings and markers in accordance with the 2018 NCDOT *Standard Specifications for Roads and Structures*, and in accordance with the manufacturer’s procedures and specifications.

The Design-Build Team shall install temporary pavement markings that are the same width as existing pavement markings. For roadways that do not have existing pavement markings, the Design-Build Team shall install temporary pavement markings that are the same width as 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:

Road	Marking	Marker
All roads and structures, except US Routes, NC Routes, and ramps and loops	Any Marking on the Approved Product List	Raised Temporary

The Design-Build Team may use any type of pavement markings on the NCDOT Approved Products List for temporary patterns. However, the Design-Build Team shall maintain a minimum retroreflectivity for pavement markings (existing and temporary markings) at all times during construction, as follows:

White: 125 mcd / lux / m²
Yellow: 100 mcd / lux / m²

When using Cold Applied Plastic Type 4 pavement markings, place temporary raised markers half on and half off edge lines and centerlines to help secure the tape to the roadway. Markers shall be spaced the appropriate distance apart as described by the 2018 *Roadway Standard Drawing* 1250.01, Sheet 1 of 3.

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 pavement 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 pavement surface unless the temporary markings are placed in the exact location of the final pavement markings.

Temporary pavement markings on concrete surfaces shall only be removed by hydroblasting.

Prior to shifting traffic to a new pattern, the Design-Build Team shall remove all conflicting markings, replace all damaged markings, and remove / replace all conflicting / damaged pavement markers and snowplowable marker castings.

Unless noted otherwise in this RFP, removal of the temporary pavement markings on asphalt surfaces (other than the mainline, US Routes, NC Routes, and all ramps and loops) shall be accomplished by an NCDOT approved system to minimize damage to the road surface. Temporary pavement markings shall not be obliterated

with any type of Black Pavement Markings (paint or other material). The Design-Build Team shall remove all temporary pavement markings without removing more than 1/32 inch of the pavement surface.

J. Temporary Traffic Signals

Use the following notes if the Design-Build Team proposes temporary traffic signals for maintenance of traffic:

- Notify the Engineer in writing a minimum of two months before a temporary traffic signal installation is required.
- Shift and revise all signal heads as shown on the accepted Traffic Signal Plans.

K. Traffic Shifts

All straight-line traffic shifts shall be designed for the full L distance (L=width of traffic shift X speed limit in mph). In addition, solid white line pavement markings shall be used to separate the travel lanes in the straight-line traffic shift for any road having two (2) or more travel lanes in a direction.

L. 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 and median crossover operations to ensure traffic control devices are properly installed and adjusted as necessary. The Traffic Control Supervisor shall also make necessary changes to the traffic control operations and aide in the monitoring of traffic queuing.

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. The Design-Build Team shall provide NCDOT the name of the Traffic Control Supervisor and support personnel, and the phone number(s) where they can be reached 24 hours per day, seven days per week.
- (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 Statewide Operations Center (STOC) to ensure proper messages are displayed on the CMSs and DMSs
- (4) Coordinate with the following agencies and services:
 - School Buses: The Design-Build Team shall coordinate with Craven County Schools prior to construction activities that may result in substantial delays to school buses.
 - Craven Area Regional Transit (CARTS): The Design-Build Team shall coordinate with CARTS prior to construction to determine if service is being provided within the project limits. In the event CARTS service is being provided within the project limits, the Design-Build Team shall coordinate with CARTS any detours and construction delays that may impact service.
 - Business Outreach and Bike MS: the Design-Build Team shall coordinate with the New Bern Area Chamber of Commerce regarding business impacted by construction, and to the Bike MS organizers prior to project construction. Such outreach activities shall be coordinated in accordance with the requirements of the *Public Information* Scope of Work found elsewhere in this RFP.
 - Fire Departments and Emergency Medical Services (EMS): the Design-Build Team shall coordinate with local emergency service providers, including No. 7 Township Fire and Rescue and Craven County Emergency Services, regarding potential detour routes, and prior to any

construction that may result in substantial delays for emergency vehicles.

- Marine Corps Air Station at Cherry Point: U.S. 70 is a designated STRAHNET route and serves military commuters. Because the project is expected to have temporary impacts on mobility during construction, the Design-Build Team shall coordinate with the Commanding Officer of the Marine Corps Air Station at Cherry Point prior to project construction.
 - Hospitals, and Law Enforcement Department throughout construction to alert these entities to traffic control impacts that may affect their services.
- (4) Provide traffic control setup that ensures safe traffic operations and workers' safety throughout the construction area.
 - (5) Attend all scheduled traffic control coordination meetings, as required by the Engineer.
 - (6) Monitor traffic delays and backups within the work zone.

M. Portable Temporary Lighting

The Design-Build Team shall provide portable temporary lighting to conduct night work in accordance with the 2018 NCDOT Standard Specifications for Roads and Structures.

Work Zone Sequential Flashing Warning Lights

In addition to the requirement above, the Design-Build Team shall furnish and install Sequential Flashing Warning Lights on drums used for merging tapers to assist motorist in determining which direction to merge and to decrease late lane merging. (Reference the *Sequential Flashing Warning Lights* Project Special Provisions found elsewhere in this RFP.)

N. Drainage

The Design-Build Team shall provide proper drainage for all temporary alignments and / or traffic shifts.

O. Law Enforcement

Law enforcement officers shall be used during any rolling road block operation and to direct traffic when installing / removing / shifting traffic signal heads at intersections. Law enforcement officers may be used to maintain traffic through the

work area and / or intersections. The use of law enforcement officers shall adhere to the following requirements:

- The Design-Build Team shall be responsible for coordinating with the law enforcement agency for the use of law enforcement officers.
- The Design-Build Team shall only utilize officers who are outfitted with law enforcement uniforms and marked vehicles, which are equipped with proper lights mounted on top of the vehicle and agency emblems.
- The Design-Build Team shall coordinate with the Engineer where and how law enforcement officers will be used during construction.

The Design-Build Team shall address where and how law enforcement officers will be used in the Technical Proposal.

P. No Parking / Tow Away Zone Ordinance

Prior to construction, the Department will obtain a No Parking / Tow Away Zone Ordinance on the mainline. The Design-Build Team shall provide and install proper signing for the No Parking / Tow Away Zone Ordinance as follow:

- 1000 feet in advance of the “Begin Road Work” signs
- On all on-ramps within the project limits
- A minimum of every 3000 feet in each direction

Q. On-Call Towing

The Design-Build Team shall provide an on-call towing service for all disabled vehicles within the project limits and one mile outside of the Begin and End Project Limits on the mainline.

The towing service shall relocate disabled vehicles to secure pre-arranged locations outside of the project limits and off the NCDOT right of way.

The towing service shall provide tow vehicles capable of towing automobiles and light trucks (up to 10,000-pound gross vehicle weight) and medium and heavy-duty trucks (greater than 10,000-pound gross vehicle weight). All tow vehicles shall be able to tow using the "wheel lift" method and the conventional boom lift method.

The Design-Build Team shall immediately place a lime green Tow Sticker (provided by the Department) on all disabled vehicles. The Design-Build Team shall provide pertinent information on the sticker, including the designated tow location and the signature and agency of the person authorizing the tow.

The towing service shall tow a disabled vehicle within 20 minutes of placement of the lime green Tow Sticker. The towing service shall only tow vehicles displaying a lime green Tow Sticker.

For all vehicles towed, the Design-Build Team shall keep a record of the approximate disabled vehicle location, vehicle type, including make and color, and the vehicle license plate number. The Design-Build Team shall also maintain a record of the information on the lime green Tow Stickers, including the exact time the vehicle was removed and the exact location of where the vehicle was towed. The Design-Build shall immediately give all the aforementioned information to the Resident Engineer.

Within 30 minutes of a vehicle being towed, the Design-Build Team shall contact the Law Enforcement Agency that is responsible for enforcement on the mainline and provide them with the information necessary for their Database. The towing service shall commence the date construction begins and shall operate 24 hours a day, seven days a week until the project is completed.

Prior to any construction activity, the Design-Build Team shall arrange and attend a towing coordination meeting. The Design-Build Team shall coordinate this meeting with the Division and the Division Construction Engineer or designee. During this meeting, the locations where vehicles will be towed will be determined, the towing requirements will be confirmed and the process by which specific towing information will be conveyed to the appropriate personnel will be determined.

The towing service base of operation shall have a publicly accessible published telephone number that shall be manned, or have call forwarding to an employee on call, during the aforementioned towing service operation times.

The Design-Build Team shall coordinate placement of the towing operation information on the project website with the NCDOT Communications Office. (Reference the *Public Information* Scope of Work found elsewhere in this RFP) This information shall include, but not be limited to vehicle tow locations, reasons for work zone towing, time frame allowed before the abandoned vehicle will be towed, how to retrieve the vehicle and any necessary phone numbers for retrieval.

R. Shoulder Sweeping

At a minimum, the Design-Build Team shall conduct monthly sweeping operations on shoulders within the project and a minimum of one mile beyond the project limits in each direction on the mainline.

S. Work Zone Speed Limit Reduction and \$250 Speeding Penalty Ordinances

If, at the Department's sole discretion, the Design-Build Team can justify that the TMPs cannot be designed to adhere to the existing mainline posted speed limit requirements, the Design-Build Team shall submit a formal Work Zone Speed Limit Reduction Ordinance request to the Division Construction Engineer or designee for approval. The request shall state the type of ordinance requested, why the ordinance is needed and why the TMPs cannot be designed to avoid the need. The request shall also include an Engineering Study that justifies the need for a Work Zone Speed Limit Reduction Ordinance. (Reference the criteria listed in the NCDOT Work Zone Traffic Control Guidelines) Upon receipt of the formal request, the Design-Build Team shall allow six weeks for the Work Zone Speed Limit Reduction Ordinance to be approved. The Design-Build Team shall provide and install proper signing for all approved Work Zone Speed Limit Reduction Ordinances. The Design-Build Team shall identify the need for a Work Zone Speed Limit Reduction Ordinance in the Technical Proposal.

The Department may grant a \$250 Speeding Penalty Ordinance for the mainline provided the project meets or exceeds the required criteria. If the TMP cannot be designed to eliminate the need for a Speeding Penalty Ordinance and meet the criteria listed in the NCDOT Work Zone Traffic Control Guidelines, the Design-Build Team shall prepare an Engineering Study. The Design-Build Team shall submit a formal Speeding Penalty Ordinance request to the Division Construction Engineer or designee that states why the ordinance is needed and why the TMP cannot be designed to avoid the need. Upon receipt of the formal request, the Design-Build Team shall allow six weeks for the Speeding Penalty Ordinance to be approved. The Design-Build Team shall identify the need for a Speeding Penalty Ordinance in the Technical Proposal.

T. Project Coordination

The Design-Build Team shall coordinate with all Contractors and NCDOT Resident Engineers in charge of any project in the vicinity of this project for any work that may affect the construction, traffic operations, and placement of temporary traffic control devices (including advance warning signs) on all roads within the project limits and associated with this project.

At a minimum, the Design-Build Team shall coordinate with the Division Traffic Engineer, the Rail Division, 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.

U. Temporary Shoring

The Design-Build Team shall be responsible for all required temporary shoring, including but not limited to designing, providing, installing, maintaining and removing. Temporary shoring for the maintenance of traffic shall be defined as shoring necessary to provide lateral support to the side of an excavation or embankment parallel to an open travelway when a theoretical 2:1 (H:V) slope from the bottom of the excavation or embankment intersects the existing ground line closer than five feet from the edge of pavement of the open travelway. The Design-Build Team shall identify locations where temporary shoring for maintenance of traffic will be required on the Transportation Management Phasing Concept. The Design-Build Team shall install temporary traffic barrier as shown on the PCB at Temporary Shoring Locations detail available on the Work Zone Traffic Control website noted below. The aforementioned detail provides design information on the temporary traffic barrier location in relation to the temporary shoring and traffic location. (Notes related to Temporary Shoring are not required in the General Notes sheet for the TMP)

The NCDOT Geotechnical Engineering Unit and Work Zone Traffic Control websites have more information on temporary shoring. The Design-Build Team shall adhere to the additional shoring requirement located on the Work Zone Traffic Control and Geotechnical Engineering Unit websites noted below:

<https://connect.ncdot.gov/projects/WZTC/Pages/default.aspx>

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

The Design-Build Team shall identify on the appropriate traffic control details where temporary shoring will be used by providing station limits, offsets, cut sections, the type of shoring and where temporary traffic barrier will be located, if needed.

UTILITIES COORDINATION SCOPE OF WORK (8-8-2018)

The Design-Build Team shall obtain the services of a Professional Services Firm (PSF) knowledgeable in the NCDOT Utility Coordination Process involved with utility relocation / installation and highway construction. The aforementioned PSF shall be responsible for coordinating all utility relocations, removals and / or adjustments where the Design-Build Team and utility owner, with concurrence from the Department, determine that such work is essential for highway safety and performance of the required highway construction. Coordination shall be for all utilities whether or not they are specifically identified in this Scope of Work and shall include any necessary utility agreements when applicable. NCDOT will be the approving authority for all utility agreements and approval of plans.

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

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

The Design-Build Team shall identify all new and existing Utilities that are affected by embankments and shall evaluate settlement impacts on these affected Utilities. The Design-Build Team shall evaluate the impacts of abandoned Utilities on anticipated settlements and impacts to proposed structures. The Design-Build Team shall design new and relocated Utilities to accommodate the anticipated settlements and to operate effectively during construction and throughout the design life of the structure. Allowable settlement of the utilities shall be determined by the utility owners. The effects of settlement on NCDOT infrastructure shall be reviewed and approved by the Department.

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
Craven County	Telecommunications	Craven County
CenturyLink	Communications	CenturyLink
Craven County	Water	NCDOT (normally)
City of New Bern	Water & Sewer	NCDOT (normally)
Spirit/MCNC	Communications	Spirit
Piedmont Natural Gas	Gas	PNG(normally)
Spectrum	Communications	Spectrum
Suddenlink	Communications	Suddenlink
City of New Bern	Communications	City of New Bern
City of New Bern	Electric	NCDOT (prior rights)
NCDOT	Signalization	Design Build Team

UTILITY CONFLICTS

Cooperating with the utility owners, the Design-Build Team shall identify all conflicts between the existing utility facilities and the project design and / or construction. At a minimum, the Design-Build Team shall adhere to the following utility location / relocation criteria:

1. Excluding utilities crossing a full control of access roadway that are located within the normal right of way of a roadway with no control of access, all utilities shall be relocated / located outside of the full control of access.
2. Utilities shall be accessible and serviceable without access from roadways and / or ramps / loops that are within full control of access limits.
3. Proposed and relocated utilities will be allowed within the outer limits of the right of way of a partial control of access roadway at five-foot increments. Existing utilities along partial control of access roadways will be allowed to remain in place if they are structurally adequate.
4. Utilities that are not structurally adequate for all anticipated loads, including but not limited to construction loads, earthen dead loads, operational traffic and impact loads, shall be replaced / relocated.
5. All above ground utilities shall be relocated / located outside of the vehicle recovery area.
6. Excluding paved shoulders, proposed and relocated water lines and sanitary sewer lines shall be encased when located under pavement. Existing utilities located under pavement that are structurally adequate do not require encasement.

**** NOTE ** ONLY THE EXCEPTIONS NOTED ABOVE WILL BE GRANTED FOR EXISTING AND PROPOSED UTILITIES WITHIN FULL CONTROL OF ACCESS LIMITS.**

Water and Sewer

If the Design-Build Team's design and / or construction requires the relocation and / or encasement of existing water and / or sewer facilities, designs shall be coordinated with the Division Utility Engineer or designee. All costs associated with the design and construction for relocation and / or encasement of these existing water and / or sewer facilities shall be the responsibility of the Design-Build Team and shall be included in the lump sum bid for the 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.

For all parcels with access to existing water and / or sewer facilities that the project subdivides, the Design-Build Team shall design and construct water / sewer facility extensions to all sub-divided parcels, including but not limited to the sub-divided parcel with the existing water / sewer access, if necessary. The aforementioned water facility extensions shall be installed completely within the right of way. The aforementioned sewer facility extensions shall be installed completely within the right of way or a recorded easement. All costs associated with the design and construction of water / sewer facility extensions to sub-divided parcels shall be included in the Design-Build Team's lump sum bid for the project.

Designs shall be coordinated with the Division Utility Engineer or designee 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 Division Utility Engineer or designee, via the Division, for further handling. Each set shall include a title sheet, plan sheets, profiles and special provisions, if required. Once accepted by the Division Utility Engineer or designee, the plans, with the appropriate agreement, will be sent to the utility owner for their review and concurrence.

The relocation and / or encasement of all water and sewer facilities shall be done in accordance with the NCDOT policies and standards and in accordance with the facility owner's standards. 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 Division, for review and approval. The Department shall approve the Utility Relocation Plans prior to any utility relocation work beginning. The Design-Build Team shall also be responsible for submitting

the appropriate agreements to be used with the Utility Relocation Plans (See Agreements Section found elsewhere in this Scope of Work). After the review process is complete, the Division Utility Engineer or designee will submit an electronic copy of the authorization letter to the Design-Build Team. The Division Utility Engineer or designee 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 and / or encasing 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 Division Utility Engineer or designee, via the Division, 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 Construction Agreement (UCA) to the utility owner for reimbursement shall be a two-party agreement between the NCDOT and the utility owner; and will be developed and executed by the Department.

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 Division Utility Engineer or designee. 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 Signals and Intelligent Transportation Systems (ITS) 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 ITS

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.

Prior to installation, the Design-Build Team shall provide plans for review and approval for all service taps that require a parallel installation within the control of access (C/A).

Parallel service installation within a C/A shall be buried and located as close to the right of way line as practical. Only due to unusual circumstances will parallel aerial service installations within the C/A be allowed. The Design-Build Team shall justify the allowance of parallel aerial service installation and obtain NCDOT approval prior to installation

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.

The Design-Build Team shall be responsible for all costs associated with providing communication cables / electrical service from the service tap to the ITS devices.

Adjusting Existing Utilities due to Proposed Signals and Intelligent Transportation Systems (ITS) 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.

Requirements for Attachments to Existing and / or Proposed Structures

The Design-Build Team shall avoid attachments to structures where feasible. Attachments shall only be considered when other alternatives are cost prohibitive and / or are not feasible due to environmental or geographical features. All utility related attachments must be evaluated and approved by the Division Utility Engineer or designee, including any existing attachments to any structure(s) that require modification or replacement. Attachments shall be prohibited under the following conditions:

- (A) No attachments shall be allowed to a bridge located parallel within the C/A carrying the freeway over streams, other roadways or railroads. (No parallel utility installations within the C/A)
- (B) No attachments shall be allowed to cored-slab bridges.
- (C) No attachments shall be allowed to curved bridges.

Attachments to structures, if approved by the Division Utility Engineer or designee, 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.

Documentation of adverse conditions or cost estimates of all feasible alternatives shall be submitted to the Division Utility Engineer or designee, via the Division, when seeking approval

of a structure attachment. Cost estimates shall consider all costs involved with each alternative and impacts to the utility and the highway project as a whole.

City of New Bern Pump Assist Sewage Lift Station located in between Hwy 70W and the service road at the intersection with Garner Road

If the Design-Build Team's project design impacts the operation of the CoNB pump assist sewage lift station, as determined by the Department, then the Design-Build Team shall design and relocate said lift station according to the specifications and standard of the Department or the City of New Bern, whichever are more stringent.

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 utility information provided in this Request-For-Proposal is based off of the most current information available at the time. It is the sole responsibility of the Design-Build Team to investigate / verify the accuracy of the utility information provided by facility owners and included in this Request For Proposal. The cost for any third-party investigation will be borne by the Design-Build Team.

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.

The Design-Build Team shall coordinate service outages and cutovers with the airport to maintain utility services during operating hours.

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 2018 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*
- (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, (URA).

The NCDOT Division Utility Engineer or designee must execute approved agreements on Design-Build projects. The URA's and Encroachment Agreements are available from the NCDOT Utilities Unit. Reference 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 develop a preliminary Utility Analysis and Routing Report (UARR (p)) to identify potential utility conflicts, determine preliminary alignments and schedules for the relocation of each utility, and identify any anticipated Permanent Utility Easements (PUE). The aforementioned UARR (p) shall be submitted to the NCDOT Division Utility Engineer or designee via the Division Construction Engineer, for review a minimum of ten days before the Right of Way Plans submittal.

The Design-Build Team shall submit all utility agreements, and all supporting documents to the NCDOT Division Utility Engineer or designee, via the Division Construction Engineer, 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 Division Utility Engineer or designee, 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 Construction Agreement and within the existing or proposed highway right of way. This includes all water, sewer and gas lines owned by entities covered under *General Statute 136-27.1* and *136-27.2*.

***** STANDARD SPECIAL PROVISIONS *****

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guave Root Knot Nematode and Other Noxious Weeds)

(8-31-13) (Rev. 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, guave root knot nematode or other noxious weeds.

ROCK AND BROKEN PAVEMENT FILLS

(12-29-15) (Rev. 8-31-17)

235

DB2 R85

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

Page 2-23, Article 235-2 MATERIALS, add the following after Line 15:

Item	Section
Geotextile for Rock and Broken Pavement Fills, Type 2	1056

Provide Type 2 geotextile for filtration geotextiles. Use rip rap and No. 57 stone from either a quarry or onsite material to fill voids in rock and broken pavement fills. Provide small and large size rip rap with stone sizes that meet Class A and B in accordance with Table 1042-1 and No. 57 stone with a gradation that meets Table 1005-1 or use similar size onsite material approved by the Engineer.

Page 2-24, Subarticle 235-3(B) Embankment Formation, Lines 18 - 19, delete the third sentence in the seventh paragraph.

Page 2-24, Subarticle 235-3(B) Embankment Formation, Lines 21 - 23, replace the eighth paragraph with the following:

Before placing embankment fill material or filtration geotextiles over rock and broken pavement, fill voids in the top of rock and broken pavement fill with rip rap and No. 57 stone. Place and compact larger rip rap first followed by smaller rip rap. Then, fill any remaining voids with No. 57 stone so geotextiles are not torn, ripped or otherwise damaged when installed and covered. Compact rip rap and No. 57 stone with tracked equipment or other approved methods. Install filtration geotextiles on top of rock, broken pavement, rip rap and No. 57 stone in accordance with Article 270-3 before placing remaining embankment fill material.

Remove any rocks, debris or pavement pieces from the roadbed larger than two inches within 12" of the subgrade or finished grade, whichever is lower.

BRIDGE APPROACH FILLS

(10-19-10) (Rev. 11-22-17)

422

DB4 R02A

Description

Bridge approach fills consist of backfilling behind bridge end bents with select material or aggregate to support all or portions of bridge approach slabs. Install drains to drain water from bridge approach fills and geotextiles to separate approach fills from embankment fills, ABC and natural ground as required. For bridge approach fills behind end bents with mechanically stabilized earth (MSE) abutment walls, reinforce bridge approach fills with MSE wall reinforcement connected to end bent caps. Construct bridge approach fills in accordance with the

contract, accepted submittals and 2018 Roadway Standard Drawing No. 422.01, Roadway Standard Drawing No. 422.02 or Roadway Detail Drawing No. 422D10.

Define bridge approach fill types as follows:

Approach Fills – Bridge approach fills in accordance with 2018 Roadway Standard Drawing No. 422.01, Roadway Standard Drawing No. 422.02 or Roadway Detail Drawing No. 422D10

Standard Approach Fill – Type I Standard Bridge Approach Fill in accordance with 2018 Roadway Standard Drawing No. 422.01

Modified Approach Fill – Type II Modified Bridge Approach Fill in accordance with 2018 Roadway Standard Drawing No. 422.02

Reinforced Approach Fill – Type III Reinforced Bridge Approach Fill in accordance with Roadway Detail Drawing No. 422D10

Materials

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

Item	Section
Geotextiles, Type 1	1056
Portland Cement Concrete	1000
Select Materials	1016
Subsurface Drainage Materials	1044

Provide Type 1 geotextile for separation geotextiles and Class B concrete for outlet pads. Use Class V or Class VI select material for standard and modified approach fills. For an approach fill behind a bridge end bent with an MSE abutment wall, backfill the reinforced approach fill with the same aggregate type approved for the reinforced zone in the accepted MSE wall submittal. For MSE wall aggregate, reinforcement and connector materials, see the *Mechanically Stabilized Earth Retaining Walls* provision found at:

https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Provisions_Notes.aspx

Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For PVC drain pipes, use pipes with perforations that meet AASHTO M 278.

Construction Methods

Excavate as necessary for approach fills in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place separation geotextiles or aggregate until approach fill dimensions and foundation material are approved.

For reinforced approach fills, cast MSE wall reinforcement or connectors into end bent cap backwalls within 3" of locations shown in the accepted MSE wall submittals. Install MSE wall

reinforcement with the orientation, dimensions and number of layers shown in the accepted MSE wall submittals. If a reinforced approach fill is designed with geogrid reinforcement embedded in an end bent cap, cut geogrids to the required lengths and after securing ends of geogrids in place, reroll and rewrap portions of geogrids not embedded in the cap to protect geogrids from damage. Before placing aggregate, pull geosynthetic reinforcement taut so that it is in tension and free of kinks, folds, wrinkles or creases.

Attach separation geotextiles to end bent cap backwalls and wing walls with adhesives, tapes or other approved methods. Overlap adjacent separation geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with separation geotextiles or MSE wall reinforcement.

Install continuous perforated PVC drain pipes with perforations pointing down in accordance with 2018 Roadway Standard Drawing No. 422.01 or 422.02. Connect drain pipes to outlet pipes just beyond wing walls. Connect PVC pipes, fittings and outlet pipes with solvent cement in accordance with Article 815-3 of the 2018 Standard Specifications for Roads and Structures and place outlet pads in accordance with 2018 Roadway Standard Drawing No. 815.03.

Install drain pipes so water drains towards outlets. If the groundwater elevation is above drain pipe elevations, raise drains up to maintain positive drainage towards outlets. Place pipe sleeves in or under wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads.

Place select material or aggregate in 8" to 10" thick lifts. Compact fine aggregate for reinforced approach fills in accordance with Subarticle 235-3(C) of the 2018 Standard Specifications for Roads and Structures except compact fine aggregate to a density of at least 98%. Compact select material for standard or modified approach fills and coarse aggregate for reinforced approach fills with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geosynthetics, MSE wall reinforcement or drains when placing and compacting select material or aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics or drain pipes until they are covered with at least 8" of select material or aggregate. Replace any damaged geosynthetics or drains to the satisfaction of the Engineer. When approach fills extend beyond bridge approach slabs, wrap separation geotextiles over select material or aggregate as shown in 2018 Roadway Standard Drawing No. 422.01 or Roadway Detail Drawing No. 422D10.

For temporary walls, use welded wire reinforcement for welded wire facing and Type 5 geotextile for reinforcement geotextiles. Use Type 5 geotextile with lengths and an ultimate tensile strength as shown in 2018 Roadway Standard Drawing No. 422.03. Provide Type 1 geotextile for separation geotextiles and Class B concrete for outlet pads. Use Class V or Class VI select material for alternate approach fills and temporary walls. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For PVC drain pipes, use pipes with perforations that meet AASHTO M 278.

ALTERNATE BRIDGE APPROACH FILLS FOR INTEGRAL ABUTMENTS

(11-21-17)

422

DB4 R02B

Description

At the Design-Build Team’s option, use Type A Alternate Bridge Approach Fills instead of Type I or II Bridge Approach Fills to support bridge approach slabs for integral bridge abutments. An alternate bridge approach fill shall consist of constructing an approach fill with a temporary geotextile wall before placing all or a portion of the concrete for the backwall and wing walls of the integral end bent cap. The temporary geotextile wall shall be designed for a crane surcharge, shall remain in place and be aligned so the wall face functions as a form for the end bent cap backwall and wing walls. Install drains, welded wire facing and geotextiles and backfill approach fills and temporary walls with select material as required. Define “geotextiles” as separation or reinforcement geotextiles, “temporary wall” as a temporary geotextile wall and “alternate approach fill” as a Type A Alternate Bridge Approach Fill in accordance with 2018 Roadway Standard Drawing No. 422.03.

Materials

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

Item	Section
Geotextiles	1056
Portland Cement Concrete	1000
Select Materials	1016
Subsurface Drainage Materials	1044
Welded Wire Reinforcement	1070-3

For temporary walls, use welded wire reinforcement for welded wire facing and Type 5 geotextile for reinforcement geotextiles. Use Type 5 geotextile with lengths and an ultimate tensile strength as shown in 2018 Roadway Standard Drawing No. 422.03. Provide Type 1 geotextile for separation geotextiles and Class B concrete for outlet pads. Use Class V or

Class VI select material for alternate approach fills and temporary walls. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For PVC drain pipes, use pipes with perforations that meet AASHTO M 278.

Construction Methods

Excavate as necessary for alternate approach fills and temporary walls in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geotextiles until approach fill dimensions and foundation material are approved.

Install geotextiles as shown in 2018 Roadway Standard Drawing No. 422.03. Attach separation geotextiles to end bent cap backwalls and wing walls as needed with adhesives, tapes or other approved methods. Overlap adjacent geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact

the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geotextiles.

Install continuous perforated PVC drain pipes with perforations pointing down in accordance with 2018 Roadway Standard Drawing No. 422.03. Connect drain pipes to outlet pipes just beyond wing walls. Connect PVC pipes, fittings and outlet pipes with solvent cement in accordance with Article 815-3 of the 2018 *Standard Specifications for Roads and Structures* and place outlet pads in accordance with 2018 Roadway Standard Drawing No. 815.03.

Install drain pipes so water drains towards outlets. If the groundwater elevation is above drain pipe elevations, raise drains up to maintain positive drainage towards outlets. Place pipe sleeves in or under wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads.

At the Design-Build Team's option, construct bottom portion of integral end bents before temporary walls as shown in 2018 Roadway Standard Drawings No. 422.03. Erect and set welded wire facing so facing functions as a form for the end bent cap backwall. Place welded wire facing adjacent to each other in the horizontal and vertical directions to completely cover the temporary wall face. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Wrap reinforcement geotextiles at the temporary wall face in accordance with 2018 Roadway Standard Drawing No. 422.03 and cover geotextiles with at least 3" of select material. Place layers of reinforcement geotextiles within 3" of locations shown in 2018 Roadway Standard Drawing No. 422.03. Before placing select material, pull reinforcement geotextiles taut so they are in tension and free of kinks, folds, wrinkles or creases. Install reinforcement geotextiles with the direction shown in 2018 Roadway Standard Drawing No. 422.03. Do not splice or overlap reinforcement geotextiles so seams are parallel to the temporary wall face.

Place select material in 8" to 10" thick lifts and compact select material with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geotextiles or drains when placing and compacting select material. End dumping directly on geotextiles is not permitted. Do not operate heavy equipment on geotextiles or drain pipes until they are covered with at least 8" of select material. Replace any damaged geotextiles or drains to the satisfaction of the Engineer. When alternate approach fills extend beyond bridge approach slabs, wrap separation geotextiles over select material as shown in 2018 Roadway Standard Drawing No. 422.03.

Temporary walls shall be designed for a surcharge pressure in accordance with 2018 Roadway Standard Drawing No. 422.03. If the crane surcharge will exceed the wall design, contact the Engineer before positioning the crane over reinforcement geotextiles.

AUTOMATED FINE GRADING

(9-1-11) (Rev. 9-13-17)

DB5 R05

On mainline portions and ramps of this project, prepare the subgrade and base beneath the pavement structure in accordance with the applicable sections of the 2018 *Standard Specifications for Roads and Structures* except use an automatically controlled fine grading machine utilizing string lines, laser controls, or other approved methods to produce final subgrade and base surfaces meeting the lines, grades, and cross sections required by the plans developed by the Design-Build Team or established by the Engineer.

STABILIZATION OF COASTAL PLAIN SANDS

(10-02-14) (Rev. 9-13-17)

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

Item	Section
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.

FINAL SURFACE TESTING

(4-26-16) (Rev. 9-13-17)

DB6 R45

On all mainline travel lanes, including but not limited to auxiliary lanes, and -Y- Line travel lanes with 1) two or more layers of asphalt, 2) one mile or greater in length, and 3) a posted speed limit of 45 mph or greater, perform smoothness acceptance testing of the longitudinal profile of the finished pavement surface using an Inertial Profiler in accordance with Sections 610 and 710 of the 2018 *Standard Specifications for Roads and Structures*. The North Carolina Hearne Straightedge will not be permitted.

ASPHALT CONCRETE PLANT MIX PAVEMENTS

(11-22-17)

610, 1012

DB6 R65

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

Page 6-17, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT, replace with the following:

TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT	
Binder Grade	JMF Temperature
PG 58-28; PG 64-22	250 - 290°F
PG 76-22	300 - 325°F

Page 6-17, Subarticle 610-3(C), Job Mix Formula (JMF), Lines 38 - 39, delete the fourth paragraph.

Page 6-18, Subarticle 610-3(C), Job Mix Formula (JMF), Line 12, replace “SF9.5A” with “S9.5B”.

Page 6-18, Table 610-3, MIX DESIGN CRITERIA, replace with the following:

TABLE 610-3 MIX DESIGN CRITERIA									
Mix Type	Design ESALs millions ^A	Binder PG Grade ^B	Compaction Levels		Max. Rut Depth (mm)	Volumetric Properties			
			Gmm @			VMA	VTM	VFA	%Gmm
			Nini	Ndes		% Min.	%	Min.-Max.	@ Nini
S4.75A	< 1	64 - 22	6	50	11.5	16.0	4.0 - 6.0	65 - 80	≤ 91.5
S9.5B	0 - 3	64 - 22	6	50	9.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S9.5C	3 - 30	64 - 22	7	65	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S9.5D	> 30	76 - 22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
I19.0C	ALL	64 - 22	7	65	-	13.5	3.0 - 5.0	65 - 78	≤ 90.5
B25.0C	ALL	64 - 22	7	65	-	12.5	3.0 - 5.0	65 - 78	≤ 90.5
Design Parameter						Design Criteria			
All Mix Types	Dust to Binder Ratio ($P_{0.075} / P_{be}$)					0.6 - 1.4 ^C			
	Tensile Strength Ratio (TSR) ^D					85% Min. ^E			

- A. Based on 20-year design traffic.
- B. Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.
- C. Dust to Binder Ratio ($P_{0.075} / P_{be}$) for Type S4.75A is 1.0 - 2.0.
- D. NCDOT-T-283 (No Freeze-Thaw cycle required).
- E. TSR for Type S4.75A & B25.0C mixes is 80% minimum.

Page 6-19, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%), replace with the following:

TABLE 610-5 BINDER GRADE REQUIREMENTS (BASED ON RBR%)			
Mix Type	%RBR ≤ 20%	21% ≤ %RBR ≤ 30%	%RBR > 30%
S4.75A, S9.5B, S9.5C, I19.0C, B25.0C	PG 64-22	PG 64-22 ^A	PG 58-28
S9.5D, OGFC	PG 76-22 ^B	n/a	n/a

- A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.
- B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT, replace with the following:

TABLE 610-6 PLACEMENT TEMPERATURES FOR ASPHALT	
Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0C	35°F
I19.0C	35°F
S4.75A, S9.5B, S9.5C	40°F ^A
S9.5D	50°F

A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28

Page 6-23, Table 610-7, DENSITY REQUIREMENTS, replace with the following:

TABLE 610-7 DENSITY REQUIREMENTS	
Mix Type	Minimum % G_{mm} (Maximum Specific Gravity)
S4.75A	85.0 ^A
S9.5B	90.0
S9.5C, S9.5D, I19.0C, B25.0C	92.0

A. Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100lbs/sy or higher.

Page 10-30, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES, replace with the following:

TABLE 1012-1 AGGREGATE CONSENSUS PROPERTIES^A				
Mix Type	Coarse Aggregate Angularity^B	Fine Aggregate Angularity % Minimum	Sand Equivalent % Minimum	Flat and Elongated 5 : 1 Ratio % Maximum
<i>Test Method</i>	<i>ASTM D5821</i>	<i>AASHTO T 304</i>	<i>AASHTO T 176</i>	<i>ASTM D4791</i>
S4.75A; S9.5B	75 / -	40	40	-
S9.5C; I19.0C; B25.0C	95 / 90	45	45	10
S9.5D	100 / 100	45	50	10
OGFC	100 / 100	45	45	10
UBWC	100 / 85	45	45	10

A. Requirements apply to the design aggregate blend.

B. 90 / 95 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

SUBSURFACE DRAINAGE

(9-1-11) (Rev. 9-14-17)

DB8 R05

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

Page 8-11, Article 815-1, Delete the first sentence and replace with the following:

The Design-Build Team shall construct subsurface drains, underdrains, blind drains and other types of drains where groundwater is within six feet of subgrade.

REMOVE AND STOCKPILE EXISTING GUARDRAIL

(7-1-95) (Rev. 7-18-06)

DB8 R55

Carefully dismantle and remove existing guardrail and all components, concrete anchors included, at locations indicated in the plans developed by the Design-Build Team and neatly stockpile it on the right of way, with the small parts stored in sturdy containers, for removal by State Forces. Dispose of the concrete anchors.

GUARDRAIL END UNITS, TYPE TL-2

(10-21-08) (Rev. 9-14-17)

862

DB8 R64

Description

Furnish and install guardrail end units in accordance with the details in the plans developed by the Design-Build Team, the applicable requirements of Section 862 of the 2018 *Standard Specifications for Roads and Structures*, and at locations shown in the plans developed by the Design-Build Team.

Materials

The Design-Build Team shall furnish guardrail end units listed on the NCDOT Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation, the Design-Build Team shall submit to the Engineer:

1. FHWA acceptance letter for each guardrail end unit certifying it meets the requirements of the AASHTO Manual for Assessing Safety Hardware, Test Level 2, in accordance with Article 106-2 of the 2018 *Standard Specifications for Roads and Structures*.
2. Certified working drawings and assembling instructions from the manufacturer for each guardrail end unit in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*.

No modifications shall be made to the guardrail end 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 2018 *Standard Specifications for Roads and Structures*.

GUARDRAIL END UNITS, TYPE TL-3

(4-20-04) (Rev. 9-14-17)

862

DB8 R65

Description

Furnish and install guardrail end units in accordance with the details in the plans developed by the Design-Build Team, the applicable requirements of Section 862 of the 2018 *Standard Specifications for Roads and Structures*, and at locations shown in the plans developed by the Design-Build Team.

Materials

The Design-Build Team shall furnish guardrail end units listed on the NCDOT Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation, the Design-Build Team shall submit to the Engineer:

1. FHWA acceptance letter for each guardrail end unit certifying it meets the requirements of the AASHTO Manual for Assessing Safety Hardware, Test Level 3, in accordance with Article 106-2 of the 2018 *Standard Specifications for Roads and Structures*.
2. Certified working drawings and assembling instructions from the manufacturer for each guardrail end unit in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*.

No modifications shall be made to the guardrail end 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 2018 *Standard Specifications for Roads and Structures*.

GUARDRAIL ANCHOR UNITS AND TEMPORARY GUARDRAIL ANCHOR UNITS

(11-22-17)

862

DB8 R70

Guardrail anchor units shall be in accordance with the details in the plans developed by the Design-Build Team and the applicable requirements of Section 862 of the 2018 *Standard Specifications for Roads and Structures*.

IMPACT ATTENUATOR UNITS, TYPE 350 (TL – 3)

(9-1-11) (Rev. 9-14-17)

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 2018 *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 2018 *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.

IMPACT ATTENUATOR UNITS, TYPE 350 (TL – 2)

(4-11-07) (Rev. 10-24-17)

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 details in the plans developed by the Design-Build Team, the manufacturer's requirement, and at locations shown in the plans developed by the Design- Build Team.

Materials

The Design-Build Team shall furnish impact attenuator units listed on the Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/> 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 2018 *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 2018 *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.

TEMPORARY SHORING

(2-20-07) (Rev. 11-22-17)

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 and “Temporary Wall Vendor” as the vendor supplying the 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 2018 Roadway Standard Drawing No. 1170.01. Define “concrete barrier” as unanchored or anchored PCB or an approved equal. Define “temporary guardrail” as temporary steel beam guardrail that meets 2018 Roadway Standard Drawing No. 862.02.

Materials

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

Item	Section
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
Geosynthetics	1056
Neat Cement Grout	1003
Portland Cement Concrete	1000
Select Materials	1016
Steel Beam Guardrail Materials	862-2

Item	Section
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Welded Wire Reinforcement	1070-3

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the 2018 *Standard Specifications for Roads and Structures*. Use Class IV select material for temporary guardrail. Use neat cement grout for Type 2 grout for ground anchors. Use Class A concrete that meets Article 450-2 of the 2018 *Standard Specifications for Roads and Structures* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 pounds per square inch for timber lagging. Provide steel bracing that meets ASTM A36.

(A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

(B) Anchors

Store anchor materials on blocking a minimum of 12 inches above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store anchor materials so materials are kept clean and free of damage. Bent, damaged or defective materials shall be rejected.

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the 2018 *Standard Specifications for Roads and Structures*. Splice bars in accordance with Article 1070-9 of the 2018 *Standard Specifications for Roads and Structures*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the AASHTO LRFD Bridge Construction Specifications.

(2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

(3) Anchorages

Provide steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

(C) Temporary Walls

(1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g., bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

(2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.

(3) Geogrid Reinforcement

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:

<https://connect.ncdot.gov/resources/Materials/Pages/Materials-Manual-by-Material.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 machine direction (MD) and cross-machine direction (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:

Material Type	Shoring Backfill
Borrow	A-2-4 Soil
Fine Aggregate	Class II, Type 1 or Class III Select Material
Coarse Aggregate	Class V or VI Select Material

(4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the 2018 *Standard Specifications for Roads and Structures* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011.

Preconstruction Requirements

(A) Concrete Barrier

Define “clear distance” behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier 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 .pdf files of working drawings and design calculations for temporary shoring designs in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

Have cantilever and braced shoring designed, detailed and sealed by an engineer licensed in the state of North Carolina. Use a prequalified Anchored Wall Design Consultant to design anchored shoring. Provide anchored shoring designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for an Anchored Wall Design Consultant. Include details in anchored shoring working drawings of anchor locations and lock-off loads, unit grout / ground bond strengths for ground anchors or minimum installation torque and torsional strength rating for helical anchors and if necessary,

obstructions extending through shoring or interfering with anchors. Include details in the anchored shoring construction sequence of pile and anchor installation, excavation and anchor testing.

Provide temporary wall designs sealed by an Engineer licensed in the state of North Carolina and employed or contracted by the Temporary Wall Vendor. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

(1) Soil Parameters

Design temporary shoring for the assumed soil parameters and groundwater elevations shown in the plans developed by the Design-Build Team. Assume the following soil parameters for shoring backfill:

(a) Unit weight (γ) = 120 pcf;

(b)

Friction Angle (ϕ)	Shoring Backfill
30°	A-2-4 Soil
34°	Class II, Type 1 or Class III Select Material
38°	Class V or VI Select Material

(c) Cohesion (c) = 0 psf.

(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 pounds per square foot if traffic will be above and within H of shoring. This traffic surcharge shall not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. 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 pounds per foot applied 18 inches above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. For anchored shoring designs, apply traffic impact load as horizontal load (PH1) in accordance with Figure 3.11.6.3-2(a) of the AASHTO LRFD specifications.

Extend cantilever, braced and anchored shoring at least 32 inches above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least six inches above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of three inches if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of six inches. Design cantilever and braced shoring in accordance with the plans developed by the Design-Build Team and AASHTO *Guide Design Specifications for Bridge Temporary Works*.

Design anchored shoring in accordance with the plans developed by the Design-Build Team and Article 11.9 of the AASHTO *LRFD Bridge Design Specifications*. Use a resistance factor of 0.80 for tensile resistance of anchors with bars, strands or shafts. Extend the unbonded length for ground anchors and the shallowest helix for helical anchors at least five feet behind the critical failure surface. Do not extend anchors beyond right of way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least six inches between obstructions and anchors.

(4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation geotextiles 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 inches except for walls on structures or rock as determined by the Engineer. Use a uniform reinforcement length throughout the wall height of at least 0.7H or six feet, whichever is longer. Extend the reinforced zone at least six inches beyond end of reinforcement. Do not locate the reinforced zone outside right of way or easement limits.

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid 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. For temporary geogrid walls with an R_c of less than 1.0, use a maximum horizontal clearance between geogrids of three feet and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use “L” shaped welded wire facing with 18-inch to 24-inch long legs. Locate 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 2018 *Standard Specifications for Roads and Structures* and 2018 Roadway Standard Drawing No. 1170.01. Use temporary guardrail in accordance with Section 862 of the 2018 *Standard Specifications for Roads and Structures* and 2018 Roadway Standard Drawing Nos. 862.01, 862.02 and 862.03.

(A) Tolerances

Construct shoring with the following tolerances:

- (1) Horizontal wires of welded wire facing are level in all directions,
- (2) Shoring location is within six inches of horizontal and vertical alignment shown in the accepted submittals, and
- (3) Shoring plumbness (batter) is not negative and within two degrees of vertical.

(B) Cantilever, Braced and Anchored Shoring Installation

If over excavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

(1) Pile Installation

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the 2018 *Standard Specifications for Roads and Structures* except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least seven days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the minimum required embedment. When this occurs, a revised design submittal may be required.

(2) Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of five feet. Remove flowable fill and material in between H-piles, as needed, to install timber lagging. Position lagging with at least three inches of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and, if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

(3) Anchor Installation

If applicable, install foundations located behind anchored shoring before installing anchors. Fabricate and install ground anchors in accordance with the accepted submittals, Articles 6.4 and 6.5 of the AASHTO *LRFD Bridge Construction Specifications* and the following unless otherwise approved:

- (a) Materials in accordance with this provision shall be required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.
- (d) Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute / American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Install helical anchors in accordance with the accepted submittals and Anchor Manufacturer's instructions. Measure torque during installation and do not exceed the torsional strength rating of the helical anchor. Attain the minimum required installation torque and penetration before terminating anchor installation. When replacing a helical anchor, embed last helix of the replacement anchor at least three helix plate diameters past the location of the first helix of the previous anchor.

(4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the AASHTO LRFD Bridge Construction Specifications except for the acceptance criteria in Article 6.5.5.5. For the AASHTO LRFD specifications, "ground anchor" refers to a ground or helical anchor and "tendon" refers to a bar, strand or shaft.

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

- (i) For ground and helical anchors, total movement is less than 0.04 inch between the 1 and 10 minute readings or less than 0.08 inch 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 .pdf files of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored shoring design for acceptance and provide an acceptable anchor with the revised design or installation methods. If required, replace the anchor or provide additional anchors with the revised design or installation methods.

(C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans developed by the Design-Build Team and accepted submittals. If applicable, install foundations located in the reinforced zone before placing shoring backfill or reinforcement unless otherwise approved. Notify the Engineer when foundation excavation is complete. Do not place shoring backfill or reinforcement until excavation dimensions and foundation material are approved.

Erect welded wire facing so the wall position is as shown in the plans developed by the Design-Build Team and accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

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 three inches of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18 inches with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement within three inches of locations shown in the plans developed by the Design-Build Team and accepted submittals. Before placing shoring backfill, pull reinforcement taut so it is in tension and 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 eight-inch to ten-inch thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the 2018 *Standard Specifications for Roads and Structures*. Use only hand operated compaction equipment to compact backfill within three feet of welded wire facing. At a distance greater than three feet, compact shoring backfill with at least four passes of an eight-ton to ten-ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geotextile or geogrid reinforcement shall not be permitted. Do not operate heavy equipment on reinforcement until it is covered with at least eight inches of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the 2018 *Standard Specifications for Roads and Structures*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within five feet of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

ON-THE-JOB TRAINING

(2-24-15) (Rev. 7-20-17)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 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 2018 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:

Restricted Noxious Weed	Limitations per Lb. of Seed	Restricted Noxious Weed	Limitations per Lb. of Seed
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

Addendum No. 5 (August 14, 2019)
Standard Special Provisions

C204225
(U-5713 / R-5777A & B)

Craven County

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia
Creeping Red Fescue	

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

- Barnyard Grass
- Big Bluestem
- Little Bluestem
- Bristly Locust
- Birdsfoot Trefoil
- Indiangrass
- Orchardgrass
- Switchgrass
- Yellow Blossom Sweet Clover

STANDARD SPECIAL PROVISION

ERRATA

(10-16-18) (Rev. 12-12-18)

Z-4

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

Division 6

Page 6-7, Article 609-1 DESCRIPTION, Line 29, replace article number “609-10” with “609-9”.

Division 10

Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2, replace “Table 6^D” with “Table 7^D” and **Permittivity, Type 3^B,** replace “Table 7^D” with “Table 8^D”.

Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, Line 1, replace article number “1080-50” with “1080-10”.

Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, Line 5, replace article number “1080-61” with “1080-11”.

Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, Line 22, replace article number “1080-72” with “1080-12”.

Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, Line 25, replace article number “1080-83” with “1080-13”.

***** 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, 8th 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. 5th 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);

Addendum No. 5 (August 14, 2019)
Standard Special Provisions

C204225
(U-5713 / R-5777A & B)

Craven County

- 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).

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STANDARD SPECIAL PROVISION

REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

FHWA - 1273 Electronic Version - May 1, 2012

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- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
 - b. The contractor will accept as its operating policy the following statement:

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"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
 - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
 - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

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- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
 - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
 - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and basic records**
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
 - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
 - c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions

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which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered

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transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) 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;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC190091 01/04/2019 NC91

Z-091

Date: January 4, 2019

General Decision Number: NC190091 01/04/2019 NC91

Superseded General Decision Numbers: NC20180104

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Beaufort	Granville	Pasquotank
Bertie	Halifax	Perquimans
Bladen	Harnett	Robeson
Camden	Hertford	Sampson
Carteret	Hyde	Scotland
Chowan	Jones	Tyrrell
Columbus	Lenoir	Vance
Craven	Martin	Warren
Dare	Northampton	Washington
Duplin	Pamlico	Wilson
Gates		

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR.5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2) – (60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number
0

Publication Date
01/04/2019

SUNC2014-006 11/17/2014

	Rates	Fringes
BLASTER	21.85	
CARPENTER	13.72	
CEMENT MASON/CONCRETE FINISHER	14.26	
ELECTRICIAN		
Electrician	18.69	2.66
Telecommunications Technician	14.72	1.67
IRONWORKER	16.32	
LABORER		
Asphalt Raker and Spreader	12.42	
Asphalt Screed/Jackman	13.48	
Carpenter Tender	10.85	
Cement Mason/Concrete Finisher Tender	11.35	
Common or General	10.12	
Guardrail/Fence Installer	13.39	
Pipelayer	13.31	
Traffic Signal/Lighting Installer	16.88	
PAINTER		
Bridge	19.62	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	13.28	
Bulldozer Fine	18.46	
Bulldozer Rough	14.09	
Concrete Grinder/Groover	24.66	
Crane Boom Trucks	17.25	
Crane Other	21.48	
Crane Rough/All-Terrain	19.00	
Drill Operator Rock	15.43	1.61
Drill Operator Structure	19.12	
Excavator Fine	17.61	
Excavator Rough	12.99	
Grader/Blade Fine	16.73	
Grader/Blade Rough	15.28	
Loader 2 Cubic Yards or Less	10.28	
Loader Greater Than 2 Cubic Yards	13.58	
Material Transfer Vehicle (Shuttle Buggy)	17.39	
Mechanic	18.63	
Milling Machine	14.38	
Off-Road Hauler/Water Tanker	9.30	
Oiler/Greaser	13.45	
Pavement Marking Equipment	11.87	
Paver Asphalt	15.53	
Roller Asphalt Breakdown	12.13	
Roller Asphalt Finish	13.65	
Roller Other	10.48	
Scraper Finish	13.98	
Scraper Rough	10.17	

	Rates	Fringes
Slip Form Machine	19.29	
Tack Truck/Distributor Operator	14.56	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	10.35	
GVWR of 26,000 Lbs or Greater	12.04	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate

includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

***** STANDARD SPECIAL PROVISIONS *****

(10-23-17)

DIVISION ONE OF STANDARD SPECIFICATIONS

Division One of the 2018 NCDOT *Standard Specifications for Roads and Structures (Standard Specifications)* shall apply except as follows:

Definitions: Throughout Division One of the 2018 *Standard Specifications*, 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 102-3(B), 102-4, 102-8(B), 102-9(C)(2), 103-2(B), and 103-4(C) of the 2018 *Standard Specifications for Roads and Structures* are deleted from Design-Build Contracts.

Modifications: The remainder of this Standard Special Provision includes modifications to Division One of the 2018 *Standard Specifications for Roads and Structures*.

**SECTION 101
DEFINITION OF TERMS**

Page 1-3, Article 101-3, replace and add certain definitions as follows:

ADDITIONAL WORK

Additional work is that which results from a change or alteration to the contract and for which there are contract unit prices in the original contract or an executed supplemental agreement.

ADVERTISEMENT

The public advertisement inviting Statements of Qualifications for the design and construction of specific projects.

AWARD

The decision of the Department of Transportation to accept the 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 2018 *Standard Specifications for Roads and Structures*.

CONTRACT

The executed agreement between the Department and the successful proposer, covering the performance of, and compensation for, the work. The term contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein. The contract shall include, but not be limited to, the Request for Proposals, the Technical Proposal, the Price Proposal, the printed contract form and attachments, contract bonds, plans and associated special provisions prepared by the Design-Build Team, standard specifications and supplemental specifications, standard special provisions and project special provisions contained in the Request for Proposals or as developed by the Design-Build Team and accepted by the Department, and all executed supplemental agreements. The contract shall constitute one instrument.

DATE OF AVAILABILITY

That date, established as set forth in the Request for Proposals, by which it is anticipated that the Contract will be executed and sufficient design efforts or work sites within the project limits will be available for the Design-Build Team to begin 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, 4th paragraph, delete the first two sentences and replace with the following:

Details shown in the subsurface investigation report are preliminary only. The subsurface investigation and subsurface report, if provided, is done so for information purposes only.

Pages 1-14, delete Article 102-8 and replace with the following:

102-8 PREPARATION AND SUBMISSION OF BIDS

All Price Proposals shall be prepared and submitted in accordance with the following requirements:

1. The Request for Proposals provided by the Department shall be used and shall not be taken apart or altered. The Price Proposal shall be submitted on the same form, which has been furnished to the Proposer by the Department as identified by the Proposer's name marked on the front cover by the Department.
2. All entries including signatures shall be written in ink.
3. The Proposer shall submit a lump sum or unit price for every item in the 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 1-17, 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 6th paragraph.

Pages 1-18, delete Article 102-12 and replace with the following:

102-12 WITHDRAWAL OR REVISION OF BIDS

A Design-Build Team will not be permitted to withdraw its Technical 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 1st 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.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

Page 1-21, delete Article 103-1 and replace with the following:

103-1 CONSIDERATION OF PRICE PROPOSALS

After the Price Proposals are opened and read, they will be tabulated. The Price Proposal and Technical Score of the Technical Proposal will be made available in accordance with procedures outlined in the Request for Proposals. In the event of errors, omissions, or discrepancies in the Price Proposal, corrections to the Price Proposal will be made in accordance with the provisions of Article 103 2. Such corrected bid prices will be used to determine the lowest adjusted price.

After the reading of the Price Proposals and Technical Scores, the Department will calculate the lowest adjusted price as described in the Request for Proposals.

The right is reserved to reject any or all Price Proposals, to waive technicalities, to request the Proposer with the lowest adjusted price to submit an up-to-date financial and operating statement, to advertise for new 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 1-23, Subarticle 103-4(A), first paragraph, replace the 3rd and 4th sentences with the following:

Where award is to be made, the notice of award will be issued within 60 days after the opening of bids or upon issuance of any necessary debt instrument, whichever is later, but not to exceed 120 days; except with the consent of the lowest responsible bidder the decision to award the contract to such bidder may be delayed for as long a time as may be agreed upon by the Department and such bidder. In the absence of such agreement, the lowest responsible bidder may withdraw his bid at the expiration of 120 days without penalty if no notice of award has been issued.

Page 1-29, Article 103-6, delete the 1st and 2nd paragraphs and replace with the following:

Checks that have been furnished as a bid deposit will be retained until after the contract bonds have been furnished by the successful proposer, at which time the checks that were furnished as a bid deposit will be returned.

SECTION 104

SCOPE OF WORK

Page 1-30, delete Article 104-1 and replace with the following:

104-1 INTENT OF CONTRACT

The intent of the contract is to prescribe the work or improvements that the Design-Build Team undertakes to perform, in full compliance with the contract documents. In case the method of construction or character of any part of the work is not covered by the contract, this section shall apply. The Design-Build Team shall perform all work in accordance with the contract or as may be modified by written orders, and shall do such additional, extra, and incidental work as may be considered necessary to complete the work to the full intent of the contract. Unless otherwise provided elsewhere in the contract, the Design-Build Team shall furnish all implements, machinery, equipment, tools, materials, supplies, transportation, and labor necessary for the design, prosecution and completion of the work.

Page 1-30, Article 104-3, replace “plans or details of construction” with “contract” in all instances within this Article.

Page 1-39, 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 1-39, 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 1-44, delete Article 105-2 and replace with the following:

105-2 PLANS AND WORKING DRAWINGS

All plans shall be supplemented by such approved working drawings as are necessary to adequately control the work. Working drawings furnished by the Design-Build Team and approved by the Engineer shall consist of such detailed drawings as may be required to adequately control the work. They may include stress sheets, shop drawings, erection drawings, falsework drawings, cofferdam drawings, bending diagrams for reinforcing steel, catalog cuts, or any other supplementary drawings or similar data required of the Design-Build Team. When working drawings are approved by the Engineer, such approval shall not operate to relieve the Design-Build Team of any of his responsibility under the contract for the successful completion of the work.

Changes on shop drawings after approval and/or distribution shall be subject to the approval of the Engineer and he shall be furnished a record of such changes.

Page 1-45, Article 105-3, add the following after the 3rd paragraph:

The Design-Build Team shall bear all the costs of providing the burden of proof that the nonconforming work is reasonable and adequately addresses the design purpose. The Design-Build Team shall bear all risk for continuing with nonconforming work in question until it is accepted.

The Engineer may impose conditions for acceptance of the nonconforming work. The Design-Build Team shall bear all costs for fulfilling the conditions.

The decisions whether the product satisfies the design purpose, whether the nonconforming work is reasonably acceptable and the conditions for acceptance are at the sole discretion of the Engineer.

Pages 1-45, delete Article 105-4 and replace with the following:

105-4 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS

The Request for Proposals, all construction Plans, the Standard Specifications, Supplemental Specifications and Special Provisions and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are complementary and describe and provide the complete contract.

In case of discrepancy or conflict, the order in which they govern shall be as follows:

- (A) Request for Proposals, in which Project Special Provisions govern Standard Special Provisions
- (B) Technical Proposal from the Design-Build Team
- (C) Accepted Plans and Details from the Design-Build Team, or sealed plans provided by the Department, as applicable
- (D) Standard Drawings
- (E) Standard Specifications

Where dimensions on the plans are given or can be computed from other given dimensions they shall govern over scaled dimensions.

The Design-Build Team shall take no advantage of any error or omission in the plans, estimated quantities, or specifications. In the event the Design-Build Team discovers an error or omission, he shall immediately notify the Engineer.

Page 1-48, delete Article 105-9 and replace with the following:

105-9 CONSTRUCTION STAKES, LINES, AND GRADES

The Design-Build Team shall be responsible for all surveying, construction staking and layout required in the performance of the work. The Design-Build Team will be responsible for the accuracy of lines, slopes, grades and other engineering work which the Design-Build Team provides under this contract.

SECTION 106 CONTROL OF MATERIAL

Page 1-53, Article 106-2, add the following after the second paragraph:

Prior to beginning construction, the Design-Build Team shall provide a Table of Quantities as described in Article 101-3 of these specifications.

The Table of Quantities Work Items shall correspond to Pay Items as defined in the Standard Specifications. These Work Items have associated Materials and Conversion Factors. For non-standard Work Items, a Generic Work Item with the correct Unit of Measure and in an appropriate category will be used. For example, “GENERIC TRAFFIC CONTROL ITEM – EA” or “GENERIC RETAINING WALL ITEM – 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 1-55, Article 106-6, add the following after the last paragraph:

For items normally pretested by the Department, the Design-Build Team shall provide a minimum of 30 days notice prior to the beginning of production of the items for this project along with final approved shop drawings.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Page 1-65, delete Article 107-18 and replace with the following:

107-18 FURNISHING RIGHT OF WAY

The responsibility for coordinating the securing of all necessary rights of way is as outlined in the Request for Proposals.

SECTION 108 PROSECUTION AND PROGRESS

Page 1-68, Article 108-2, replace the 2nd 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 1-68, Subarticle 108-2(A)(1), add the following:

- (k) Utility relocation and construction

Page 1-69, 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 1-69, 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 1-69, delete Article 108-3 and replace with the following:

108-3 PRECONSTRUCTION AND PRE-DESIGN CONFERENCES

The selected Design-Build Team shall meet with the Engineer for a pre-design conference concerning the design phase of the work. This conference shall be held prior to the commencement of work, as it is determined according to Article 108-1, and will be scheduled by the Engineer. At the predesign conference, the Design-Build Team shall furnish authorized signature forms and a list of 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 1-69, Article 108-4, add the following sentence to the end of this article:

The Design-Build Team shall record the proceedings of these conferences and distribute the final minutes of the conferences to all attendees.

Page 1-70, Article 108-6, replace “40%” with “30%” in the 1st paragraph.

Page 1-71, Article 108-6, replace “35%” with “25%” in the 2nd paragraph.

Pages 1-72, 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 1-75, 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 1-75, delete Subarticle 108-10(B)(1) in its entirety.

Page 1-78, Article 108-13, delete bullet (D)(2) in its entirety.

SECTION 109 MEASUREMENT AND PAYMENT

Page 1-80, Article 109-2, delete the last sentence of the 1st paragraph and replace with the following:

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

Pages 1-85, 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 1-86, 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 1-88, Article 109-10, add the following as bullets (E) and (F) under the 1st 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 : Craven

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
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ROADWAY ITEMS

0001	0000996000-N	SP	DESIGN AND CONSTRUCTION	Lump Sum	L.S.	
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1549/Oct03/Q1.0/D996000/E1

Total Amount Of Bid For Entire Project :

FUEL USAGE FACTOR CHART AND ESTIMATE OF QUANTITIES

Description of Work	Units	Fuel Usage Factor Diesel #2	Estimate of Quantities
Unclassified Excavation	Gal / CY	0.29	_____ CY
Borrow Excavation	Gal / CY	0.29	_____ CY
Class IV Subgrade Stabilization Aggregate Base Course Sub-Ballast Aggregate for Cement Treated Base Course	Gal / Ton	0.55	_____ Tons
Portland Cement for Cement Treated Base Course	Gal / Ton	0.55	_____ Tons
Asphalt Concrete Base Course Asphalt Concrete Intermediate Course Asphalt Concrete Surface Course Open-Graded Asphalt Friction Course Permeable Asphalt Drainage Course Sand Asphalt Surface Course, Type SA-1	Gal / Ton	2.90	_____ Tons
Portland Cement Concrete Pavement:			
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 2018 *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 or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF 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

**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

Signature of Witness

By

Signature of Partner

Print or type Signer's name

Print or type Signer's name

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

The 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

**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 _____
Print or type Signer's name Signature of Contractor
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 _____
Print or type Signer's name Signature of Contractor
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 _____
Print or type Signer's name Signature of Contractor
Print or type Signer's name

If Corporation, affix Corporate Seal

**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

**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

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.: C 204225

County: Craven County

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Execution of Contract and Bonds
Approved as to Form:

Attorney General