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

INDUSTRY DRAFT REQUEST FOR PROPOSALS

DESIGN-BUILD PROJECT

Project 17BP.5.R.46

January 23, 2013

VOID FOR BIDDING

DATE AND TIME OF PRICE PROPOSAL SUBMISSION: **March 15, 2013** BY **4:00 PM**

DATE AND TIME OF PRICE PROPOSAL OPENING: **March 19, 2013 AT 2:00 PM**

CONTRACT ID: C 203273

WBS ELEMENT NO. 17BP.5.R.46

COUNTIES: Durham, Granville and Vance

ROUTE NO. Various

MILES: 1.19

LOCATION: Replacement of Eight Bridges in Durham, Granville, and Vance Counties

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. C203273

IN DURHAM, GRANVILLE, AND VANCE COUNTIES, 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. C203273; has carefully examined the Final Request for Proposals (RFP) and all addendums thereto, specifications, special provisions, the form of contract, and the forms of contract payment bond and contract performance bonds, which are acknowledged to be part of the Contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Design-Build Team agrees to be bound upon their execution of the Contract and including any subsequent award to them by the Secretary of Transportation in accordance with this Contract to provide the necessary contract payment bond and contract performance bond within fourteen calendar days after the written notice of award is received by them.

The undersigned Design-Build Team further agrees to provide all necessary materials, machinery, implements, appliances, tools, labor, and other means of construction, except as otherwise noted, to perform all the work and required labor to design, construct and complete all the work necessary for State Highway Contract No. C203273 in Durham, Granville and Vance Counties by no later than the dates(s) specified in the Final RFP, and any addenda thereto, and in accordance with the requirements of the Engineer, the Final RFP and Addenda thereto, the *2012 Standard Specifications for Roads and Structures*, and specifications prepared by the Department, at the 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.

The Design-Build Team shall assume full responsibility, including liability, for the project design, including the use of portions of the Department design, modification of such design, or other designs as may be submitted by the Design-Build Team.

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

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

The contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except by written approval as allowed by the Request for Proposals.

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

TO BE SEALED IN FINAL RFP	TO BE SEALED IN FINAL RFP
Transportation Program Management Director	*State Contract Officer*

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*** PROJECT SPECIAL PROVISIONS ***

CONTRACT TIME AND LIQUIDATED DAMAGES

07/12/07 DB1 G04A

The date of availability for this contract is April 29, 2013, except that the Design-Build Team shall not begin ground disturbing activities, including utility relocations (this does not include permitted investigative borings covered under a Nationwide Permit No. 6) until a meeting is held between the NCDOT, the regulatory agencies and the Design-Build Team.

The Design-Build Team shall not begin ground disturbing activities at any given site, until the applicable permits have been acquired for that site, as stipulated in the Environmental Permits Scope of Work contained elsewhere in this Request for Proposals (RFP).

The completion date for this contract is November 1, 2015.

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, the acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **One Thousand Dollars ($1,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 - 8 AND LIQUIDATED DAMAGES

(3-22-07) DB G07

Intermediate Contract Times #1 through # 7 are for the duration of road closure to complete all work per structure site, including but not limited to the construction of all bridge/culverts, roadway, and approach slab components, without the need for subsequent lane closures. Liquidated Damages for Intermediate Contract Times #1 through #7 are as listed in the table below.

ICT Number	County	Str #	Route	Intermediate Contract Time (calendar days)	Liquidated Damages
1	Durham	310008	SR 1602	180	$400
2	Durham	310085	SR 1814	150	$800
3	Durham	310093	SR 1945	75	$400
4	Granville	380130	SR 1300	150	$500
5	Granville	380142	SR 1431	180	$500
6	Granville	380224	SR 1501	150	$500
7	Vance	900085	SR 1348	150	$500

The Department will allow a maximum of five days of additional lane closure at each bridge site to solely address punch list items identified by the Engineer. The additional five days are not included in ICT #1 through #7, and not subject to associated liquidated damages. As approved by the Engineer, lane closures will also be allowed for geotechnical borings and the relocation of

utilities prior to the road closure at each bridge site, and therefore not included in the ICT #1 through #7, and not subject to associated liquidated damages. Lane closures for any other reason required by the Design-Build Team will be considered road closure.

Intermediate Contract Time #8 is for the completion of all work at Structure No. 310118, including but not limited to the construction of all culvert and roadway components. Liquidated Damages for Intermediate Contract Time #8 are listed in the table below.

ICT Number	County	Str #	Route	Intermediate Contract Time (calendar days)	Liquidated Damages
8	Durham	310118	US 501	225	$400

The date of availability for Intermediate Contract Times #1 through #8 shall be defined in writing by the Design-Build Team to the Engineer a minimum of 30 days prior to road closure. (or prior to beginning construction at Structure No. 310118). The date of availability for Intermediate Contract Times #1 through #8 shall in no case occur before the receipt of all permits for that given bridge site required by the Environmental Permits Scope of Work.

OTHER LIQUIDATED DAMAGES

Reference the Traffic Engineering Scope of Work for more information regarding the following ICT and associated liquidated damages:

Liquidated Damages for Intermediate Contract Time #9 for road closure time restrictions at Structure No. 310118 are $125.00 per 15-minute period.

MEASUREMENT AND PAYMENT

This "Measurement and Payment" Project Special Provision does not apply to bridges for which the Design-Build Team has elected to forego the unit price bid approach and instead has elected to submit an alternate lump sum bid for the design and construction of a bridge. Reference the "Alternate Lump Sum Bid" Project Special Provision.

Reference is made to the following pay items listed per bridge site on the Itemized Proposal Sheet:

Bridge Length (LF): *Bridge Length* will be measured from fill face to fill face and paid in units of linear feet as measured along the centerline of the bridge of actual bridge length constructed. Work will include all materials, labor, and equipment to construct the superstructure portion of the bridge as taken from the bottom of the superstructure to the top of the bridge rail, excluding asphalt wearing surface. This work does not include bearing devices, anchors bolts or other such connection.
Payment will be made under:

Pay Item	Pay Unit
Bridge Length	Linear Feet

Foundation Length (LF): *Foundation Length* will be measured from the elevation at the top of the piles (at end bents) or columns atop drilled piers (at interior bents) to the average pile or drilled pier tip elevation actually installed at a given end bent or interior bent and will be paid for in units of linear feet. The final foundation pay length per bent or end bent will be determined by dividing the total pile or column plus drilled shaft lengths measured as defined above by the total number of piles or drilled shafts per bent or end bent. Work will include all materials, labor, and equipment to install and construct the foundations, including pile auguring as necessary, regardless of the number of piles or columns/drilled piers per bent, including that portion of the piles or columns/drilled piers that extend into the end bent or interior bent cap. In the event that additional interior bents are required beyond that specified in the Structures Scope of work, the unit price bid for linear feet of Foundation Length for the closest interior bent will be used to compensate for the additional length of columns/drilled piers.

Payment will be made under:

Pay Item	**Pay Unit**
Average Foundation Length at End Bent #1	Linear Feet
Average Foundation Length at Bent # ___	Linear Feet
Average Foundation Length at End Bent #2	Linear Feet

Interior Bent Caps (Each): Interior Bent Caps will be measured and paid for by each. Work will include all material, labor, and equipment to construct each interior bent cap, including the necessary bearing devices, anchors bolts or other such connection.

Payment will be made under:

Pay Item	**Pay Unit**
Interior Bent Caps	Each

End Bents (Each): End Bents will be measured and paid for by each. Work will include all material, labor, and equipment to construct each end bent, including the necessary bearing devices, anchors bolts or other such connection, and wing walls.

Payment will be made under:

Pay Item	**Pay Unit**
End Bents	Each

Design and Construction for Bridges (LS): *Design and Construction for Bridges* will be paid for as lump sum. No measurement will be made. Work will include all material, labor and equipment to complete all of the work required at all sites specified as bridges in this RFP by the contract excluding those specific contract unit price items listed above. Work will include all preconstruction activities including, but not limited to, design, permitting, utility coordination services and other preconstruction services, regardless of the final design, bridge length, foundation length, or number of interior bents. Work will also include all other construction at the bridge sites required by the contract including, but not limited to, erosion and sediment control, earthwork, drainage, pavement, signing, bridge approach fills, approach slabs, removal

of the existing structure, and guardrail. Work will also include all items needed for staged construction such as temporary shoring, temporary barrier, traffic control, etc. Work will also include all surveying, construction engineering and inspection, and geotechnical investigative work as may be required by the contract for these bridge sites. Except at Bridge No. 310008, work will also include any additional materials and labor needed to provide up to a 1'-6" increase in the existing roadway grade to accommodate other contract requirements for these bridge sites, including most notably FEMA compliance.

Payment will be made under:

Pay Item	**Pay Unit**
Design and Construction of Bridge #_____	Lump Sum

Design and Construction for Culverts (LS): *Design and Construction of Culverts* will be paid for as lump sum per site. No measurement will be made. Work will include all material, labor and equipment to complete all of the work required by the contract at each site, excluding right of way acquisition services and mobilization. Work will include all preconstruction activities including, but not limited to, design, permitting, utility coordination services and other preconstruction services, regardless of the final design. Work will also include all other construction required by the contract including, but not limited to, erosion and sediment control, earthwork, drainage, temporary and/or permanent structures as necessary, pavement, signing, foundations and foundation conditioning material, headwalls, sills, removal of the existing structure, and guardrail. Work will also include all surveying and geotechnical investigative work as may be required by the contract. Work will also include any additional materials and labor needed to provide up to a 1'-6" increase in the existing roadway grade to accommodate all contract requirements for these structure sites, including FEMA compliance, as applicable.

Payment will be made under:

Pay Item	**Pay Unit**
Design and Construction of Culvert #_____	Lump Sum

Right of Way Acquisition (EA): *Right of Way Acquisition* services will be paid for per each parcel from which a utility easement and/or right of way is required. Work will include all labor and services necessary to acquire the easements/right of way as required by the Right of Way Scope of Work.

Adjustments to Quantities and Payment

The Itemized Proposal Sheet provides the quantity of linear feet of *Bridge Length*, *Foundation Length* and the quantity of *Interior Bent Caps* to be bid for each bridge site. By submitting this Price Proposal, the Design-Build Team acknowledges that these quantities are intended for bidding purposes and may or may not be the final design quantities. In the event that the final design quantities for *Bridge Length*, *Foundation Length*, and *Interior Bent Caps* differ from those presented in the Itemized Proposal Sheet, adjustment will be made to the partial payments made to Design-Build Team per the applicable contract unit prices.

The Itemized Proposal Sheet provides the quantity of parcels from which utility easement or right of way will be required across all bridge sites. By submitting this Price Proposal, the Design-Build Team acknowledges that this quantity is intended for bidding purposes and may or may not be the final quantity. In the event that the final quantity of impacted parcels differs from that shown in the Itemized Proposal Sheet, adjustment will be made to the partial payments made to the Design-Build Team per the unit price bid per Each for *Right of Way Acquisition*.

All contract pay items for this contract are considered minor contract items.

No adjustments to the pay quantities will be made until such time that all pertinent design submittals are approved and all permits and FEMA compliance for a given structure site have been obtained.

In the event of any increase in any of the above quantities, the Design-Build Team will be required to demonstrate through the pertinent design submittals the need for the additional quantities.

In the event of any decrease in any of the above quantities, the Design-Build Team will be eligible for an incentive for such reduction (reference the Project Special Provision entitled "Value Analysis." This incentive and special provision do not apply to the line item for *Right of Way Acquisition.*

If during the course of the design phase, the Design-Build Team proposes a span arrangement that eliminates the contract line item for *Interior Bent Caps* for that bridge, then the provisions of Article 104-12 of the Standard Specifications will apply.

If during the course of the design, the Design-Build Team demonstrates to the Department's satisfaction that a bridge that is proposed as a one span bridge herein must be revised to a multiple span bridge such that a new line item for Interior Bent Caps is required, then the provisions of Article 104-7 of the Standard Specifications will apply.

The Structure Scope of Work does not specify a size of superstructure (e.g. 21" deep cored slab) or foundation pile size (e.g. 12 x 53); instead the determination of these sizes is the responsibility of the Design-Build Team. No additional compensation will be provided for any increase in specific size of superstructure or foundation type. However, if during the course of the design or permitting phase, the Design-Build Team demonstrates to the Department's satisfaction that the foundation type (e.g. steel piles) or superstructure type (e.g. cored slab), as specified in the Structures Scope of Work will not be adequate, then the provisions of Article 104-7 of the Standard Specifications will apply. Cored slabs and box beams are considered to be the same superstructure type for this purpose.

If during the course of the design or permitting phase, the Design-Build Team proposes a more economical foundation type, superstructure type, or culvert size/type from those specified in the Structures Scope of Work, then the provisions of Article 104-12 of the Standard Specifications will apply.

In the event, that the width of superstructure specified in the Structures Scope of Work is inadequate, as demonstrated through the pertinent approved design submittals, then provisions of Article 104-7 of the Standard Specifications will apply. In such case, the unit contract price bid per Each for *Interior Bent Caps* and *End Bents* will be prorated based on the difference in length of cap needed for the bridge width stated herein and the final design bridge width. If the Design-Build Team demonstrates to the Department's satisfaction that the extra bridge width requires an additional pile or drilled pier, then the payment quantity for Foundation Length will be prorated based on the number of piles or drilled piers needed for the bridge width stated herein and that for final design bridge width. The payment quantity for Linear Feet of *Bridge Length* will be prorated by multiplying the payment quantity provided in the Itemized Proposal Sheet by the ratio of the final design bridge width divided by the bridge width specified herein. No additional compensation for the lump sum item *Design and Construction* will be provided for additional bridge width.

If during the course of the design, the Design-Build Team determines that the existing roadway grade must be raised by more than 1'-6" to accommodate other contract requirements, including FEMA compliance, then the provisions of Article 104-7 of the Standard Specifications will apply to the work items covered by the *Design and Construction* line item to the extent needed beyond the 1'-6" grade change already accommodated in the lump sum price bid for *Design and Construction*. This paragraph does not apply to the work needed at Bridge No. 310008.

If during the course of the design, the Design-Build Team can demonstrate to the Department's satisfaction that the culvert type/size specified in the Structures Scope of Work is inadequate to meet the hydraulic or FEMA requirements, then the provisions of Article 104-7 of the Standard Specifications will apply.

ALTERNATE LUMP SUM BID

The Design-Build Team may provide an alternate lump sum bid for any or all of the bridges listed below:

- Bridge No. 310008
- Bridge No. 380130
- Bridge No. 380142
- Bridge No. 380224
- Bridge No. 900085

If the Design-Build Team elects to submit an alternate lump sum bid for one or more of the above bridges, the Design-Build Team shall be solely responsible for all costs, including but not limited to, overruns, additional design, and any additional right-of way, additional utility relocation, or additional mitigation costs that would not otherwise have been attributable to the bridge description specified in the Structures Scope of Work. The Design-Build Team also must forego any additional compensation that would have otherwise been afforded under the "Value Analysis" and "Measurement and Payment" Project Special Provisions. In addition, providing an alternate lump sum bid does not relieve the Design-Build Team of any contract requirements including permitting agency requirements, hydraulic design requirements, and FEMA compliance requirements. The bridge design shall not rely upon any design exceptions except to the extent that may be specifically permitted in the Roadway Scope of Work.

The lump sum bid entered on the Itemized Proposal Sheet will be full compensation for all work necessary at the applicable bridge site, including all pay items outlined in the Measurement and Payment" Project Special Provision. In the event that the design, upon which the alternate lump sum bid, is not ultimately accepted by the Department, the Design-Build Team will be required to design and construct a bridge that does satisfy the Department that all contract and permit conditions (including FEMA) can and will be met, which may include the design and construction of the bridge specified in the Structures Scope of Work for that site. Culverts will not be acceptable in lieu of bridges. Cored Slab or box beam bridges in lieu of specified girder bridges will not be acceptable.

The Design-Build Team is cautioned that the bridge description specified in the Structures Scope of Work was determined jointly by the Department and the regulatory and permitting agencies and variation therefrom will likely require subsequent concurrence from these agencies. The Design-Build Team is fully responsible for engaging the Department to understand the rationale for the bridge descriptions outlined in the Structures Scope of Work prior to exercising the lump sum bid alternate afforded by this provision.

To elect this option, the Design-Build Team shall enter a lump sum amount for all work required by the contract for the applicable bridge site on the Itemized Proposal Sheet. The unit cost and amount for all other line items specific to that bridge shall be left blank on the Itemized Proposal Sheet.

To forego this option, the Design-Build Team shall enter a unit cost and amount for each of the specific unit price and lump sum items for the applicable bridge site and the amount for the Alternate Lump Sum Bid for Bridge # ____ shall be left blank.

Payment will be made under:

Pay Item	**Pay Unit**
Alternate Lump Sum Bid for Bridge #_____	Lump Sum

MOBILIZATION

(9-1-11) DB1 G15B

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

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

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

800-2 MEASUREMENT AND PAYMENT

Up to 5 percent of the "Total Amount of Bid for Entire Project" will be allowed to be included as the lump sum amount for Mobilization. Partial payments for Mobilization will be made beginning with the first partial pay estimate paid on the contract. The initial payment will be made at the rate of 40 percent of the lump sum amount calculated for Mobilization. The

remaining 60 percent will be paid in three equal payments with the partial pay estimate following start of construction for each of the first three sites.

SEQUENCE AND SCHEDULE RESTRICTIONS

To the extent practicable, Bridge Nos. 310085 and 900085 shall be constructed during the summer months to minimize interruption to school bus traffic.

No construction at Bridge No. 380142 and Bridge No. 310093 shall occur on Sundays due to close proximity to church.

Work within the construction limits of Bridge Nos. 380142, 380224, and 900085 shall require a special right of way agreement if additional right of way or easement is required. Reference the Environmental Permits and Right of Way Scopes of Work. Additionally permits will be required for placing fill within the Kerr Lake Reservoir Impoundment Area. The Design-Build Team is encouraged to design these projects early in the contract to allow for adequate time for coordination and agreements.

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

(06-08-11) 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 will be subject to fuel price adjustments. The quantity estimate submitted in the Price Proposal shall be the final total quantity limit for which fuel price adjustments will be made for each item, regardless of supplemental agreements. The Department will review the Estimate of Quantities to ensure its reasonableness. Agreement of quantities will be a prerequisite prior to execution of the contract.

(B) **Base Index Price**

The Design-Build Team's Estimate of Quantities will be used on the various partial payment estimates to determine fuel price adjustments. The Design-Build Team shall submit a payment request for quantities of work completed based on the work completed for that estimate period. The quantities requested for partial payment shall be reflective of the work actually accomplished for the specified period. The Design-Build Team shall certify that the quantities are reasonable for the specified period. The base index price for DIESEL #2 FUEL is **$** _____ per gallon.

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

If the Design-Build Team elects not to pursue reimbursement for Fuel Price Adjustments, a quantity of zero shall be entered for all quantities in the *Fuel Usage Factor Chart and Estimate of Quantities* 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.

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

(6-08-11) 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:

http://www.ncdot.org/doh/preconstruct/altern/design_build/DesignbuildBidBond.pdf

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 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 PRICE PROPOSAL

(9-1-11) DB1 G55B

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

1. The Proposer shall be prequalified with the Department prior to submitting a Price Proposal.

2. The Proposer shall deliver the Price Proposal to the place indicated, and prior to the time indicated in this Request for Proposals.

3. The Price Proposal shall be signed by an authorized employee of the Proposer.

4. The Price Proposal shall be accompanied by Bid surety in the form of a Bid Bond or Bid Deposit, dated the day of Price Proposal submission.

5. If Minority and Women's Business Enterprise (MB/WB) goals are established for this contract, the Proposer shall complete the form Listing of MB/WB Subcontractors contained elsewhere in this RFP in accordance with the Project Special Provision entitled Minority and Women.

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

CONFIDENTIAL QUESTIONS

(1-5-07) DB1 G56

The Design-Build Team will be permitted to ask confidential questions of the Department, which neither the question nor answer will be shared with other proposing teams. For the purpose of this provision, "confidential question" is defined as a private inquiry containing information whose disclosure could alert others to certain details of doing business in a particular manner. The Department will determine if the question is considered a confidential question.

I. Confidential questions arising prior to issuance of the Final Request for Proposals will be allowed at the Industry Review Draft RFP review with the individual teams.

   The Department will answer the confidential question verbally at the meeting if possible. If not answered verbally during the meeting, the Department will answer the confidential question by subtle changes in the Final Request for Proposals, which will clarify the scope by either allowing or disallowing the request. The revision will be made in such a manner as to not disclose the confidential question.

II. After the issuance of the Final Request for Proposals, confidential questions may be asked by requesting a meeting with the 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 Contract Officer will respond to the question in writing to the Design-Build Team only. Other teams will not be notified of the question or answer.

VALUE ANALYSIS

(9-1-11) DB1 G57

This "Value Analysis" Project Special Provision does not apply to bridges for which the Design-Build Team has elected to forego the unit price bid approach and instead has elected to submit an alternate lump sum bid for the design and construction of a bridge. Reference the "Alternate Lump Sum Bid" Project Special Provision.

Value Engineering Proposals, as specified in Article 104-12 of the 2012 *Standard Specifications for Roads and Structures* will be accepted. Only proposals, which alter the requirements of the RFP issued by the Department, will be considered as Value Engineering Proposals.

To minimize re-design efforts and costs, the Design-Build Team is encouraged to submit Preliminary Value Engineering Proposals that provide an estimate of cost or time savings, span layout, span lengths, foundation types, or other such general information and how they differ from that specified in this RFP. Therefore, full design packages for the proposed structure and that for the structure specified in this RFP are not required, but enough detail should be provided to clearly show the cost of both options (excluding design cost).

The $10,000 threshold for consideration of a Value Engineering Proposal, as specified in Article 104-12 applies; however, this threshold will be satisfied if a Value Engineering Proposal similarly affects multiple bridges, resulting in a cumulative savings of more than $10,000 across those multiple bridges.

Value Engineering Proposals will not be required or allowed for the sole purposes of reducing the depth of foundations or to shorten the bridge length unless a change to the foundation type (drilled piers versus piles) or a change to the superstructure type is proposed and accepted. Instead, such reduction in foundation depth or bridge length will result in an adjustment in partial payments to the Design-Build Team in accordance with the Project Special Provision entitled "Measurement and Payment." However, as an incentive to the Design-Build Team to provide an economical structural design, the Design-Build Team will be paid a lump sum of 15% of the total partial payment adjustment attributable to the reduced pay item quantities for Foundation Depth and/or Bridge Length, as applicable. Said lump sum payment will be made upon approval of all design submittals, and receipt of all permits and FEMA compliance for a given bridge site. The 15% incentive will not apply to a bridge if the total partial payment adjustments noted above for that bridge are less than $5,000.00.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS

(9-1-11) DB1 G58

The Design-Build Team's attention is directed to the Standard Special Provision entitled "Availability of Funds - Termination of Contracts" included 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:

Fiscal Year	Progress (Dollar Value)
2013 (07/01/12 – 06/30/13)	8% of Total Amount Bid
2014 (07/01/13 – 06/30/14)	52% of Total Amount Bid
2015 (07/01/14 – 06/30/15)	33% of Total Amount Bid
2016 (07/01/15 – 06/30/16)	7% of Total Amount Bid

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

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(9-1-11) SP1 G67

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

Payment Tracking System - On-line system in which the Design-Build Team enters the payments made to MBE and WBE subcontractors who have performed work on the project. https://apps.dot.state.nc.us/Vendor/PaymentTracking/

RF-1 *MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE. https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract. http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

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://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.pdf

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.
http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals continued elsewhere in the RFP.

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.
http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls

MBE and WBE Goal

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

(A) Minority Business Enterprises **3%**

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

(2) *If the MBE goal is zero*, the Design-Build Team shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) Women Business Enterprises **3%**

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

(2) *If the WBE goal is zero*, the Design-Build Team shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

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

Directory of Transportation Firms (Directory)

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

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

Listing of MBE/WBE Subcontractors

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

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.

(1) *If either the MBE or WBE goal is more than zero,*

(a) Proposers, at the time the Price Proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the Price Proposal to be considered responsive. Proposers shall indicate the total dollar value of the MBE and WBE participation for the contract.

(b) If Proposers have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.

(c) The Proposer shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the opening of the Price Proposals, that MBE's or WBE's participation will not count towards achieving the corresponding goal.

(2) *If either the MBE or WBE goal is zero,* Proposers, at the time the Price Proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents.

MBE or WBE Prime Contractor

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

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE proposer puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon of 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 12:00 noon on the next official state business day.

If the Proposer fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Design-Build Team shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 12:00 noon 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 12:00 noon on the next official state business day.

Submission of Good Faith Effort

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

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon of 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 the next official state business day. If the Design-Build Team cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

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

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

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

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

(A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within at least 10 days prior to the opening of the Price Proposals to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The Proposer must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

(B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved. This includes, where appropriate, breaking 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.

(C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the Proposer's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

(2) A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a proposer's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. Proposing Design-Build Teams are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

(E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Proposer's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Price Proposals in the Proposer's efforts to meet the project goal.

(F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Proposer.

(G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the opening of the Price Proposals the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the Proposer's inability to get MBE or WBE quotes.

(I) Any other evidence that the Proposer submits which shows that the Proposer has made reasonable good faith efforts to meet the MBE and WBE goal.

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

(1) Whether the Proposer's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.

(2) The Proposers' past performance in meeting the MBE and WBE goals.

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

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

Non-Good Faith Appeal

The State Contractor Utilization 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 2 business days of notification of the determination of non-good faith.

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

A Design-Build Team may count toward its MBE or WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 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 providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

(1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.

(2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts

work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.

(5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Design-Build Team will not count towards the MBE/WBE contract requirement.

(6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

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

Banking MBE/WBE Credit

If the Price Proposal exceeds $500,000 and if the committed MBE/WBE participation submitted by Letter of Intent exceeds the algebraic sum of the MBE or WBE goal by $1,000 or more, the excess will be placed on deposit by the Department for future use by the Proposer. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

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

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

MBE/WBE Replacement

When a Design-Build Team has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the Design-Build Team shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Design-Build Team seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Design-Build Team's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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 6 months.

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

(A) Performance Related Replacement

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

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

(1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:

(a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.

(b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.

(3) A list of reasons why MBE/WBE quotes were not accepted.

(4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Design-Build Team.

(B) Decertification Replacement

(1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Design-Build Team to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

(2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Design-Build Team shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

Within 30 calendar days of entering into an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Design-Build Team shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

Reporting Minority and Women Business Enterprise Participation

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

(A) Withholding of money due in the next partial pay estimate; or

(B) Removal of an approved Prime Contractor or other affiliated companies within the Design-Build Team from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 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 *2012 Standard Specifications* may be cause to disqualify the Prime Contractor or any other affiliated companies within the Design-Build Team from further bidding for a specified length of time.

SUBSURFACE INFORMATION

(3-22-07) DB1 G119

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

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 at each site 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 would 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,) 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 will be removed for a minimum of 6 months and will be reinstated only after all work has been corrected and the Design-Build Team requests reinstatement in writing.

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

OUTSOURCING OUTSIDE THE USA

(5-16-06) DB1 G150

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

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

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

CLEARING AND GRUBBING

(9-1-11) DB2 R01

Perform clearing and grubbing on this project to the limits established by Method "III" shown on Standard No. 200.03 of the 2012 NCDOT Roadway Standard Drawings.

EROSION & SEDIMENT CONTROL / STORMWATER CERTIFICATION

(1-16-07) (Rev 11-16-10) 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 to 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 and sediment control / stormwater 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 responsible for ensuring 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. Perform the following duties:

(1)

(a) 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.

(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, 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 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 are, but are not limited to:

(a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. 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, twice weekly for construction related Federal Clean Water Act, Section 303(d) impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inches within a 24-hour period.

(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 requirements of the *General Permit, NCG010000*.

(i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water 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 2 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 - Operations to the certification entity, certification for Supervisor, Certified Foreman, Certified Installer and Certified Designer may be revoked or

suspended with the issuance of an Immediate Corrective Action (ICA), Notice of Violation (NOV), or Cease and Desist Order for erosion and sediment control / stormwater related issues.

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

(A) Failure to adequately perform the duties as defined within the 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 10 calendar days after receiving notice of the proposed adverse action.

Chief Engineer - Operations
1537 Mail Service Center
Raleigh, NC 27699-1537

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will 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 7 days of hearing the appeal. The decision of the Chief Engineer will 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
(2-20-07) 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 DWQ 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 *Standard Specifications*, 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 shall be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the

functioning of a wetland. Visible sedimentation shall be considered an indication of possible adverse impacts on wetland use.

The Engineer shall perform independent turbidity tests on a random basis. These results shall 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 superceding the previous test results of both the Department and the Design-Build Team.

The Design-Build Team shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix,* available at:

http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf

to plan, design, construct, and maintain BMPs to address water quality standards. 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 DWQ'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.

BURNING RESTRICTIONS

(7-1-95) DB2 R05

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

DRAINAGE PIPE

(9-1-11) DB3 R36

Description

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

All pipe types are subject to the maximum and minimum fill height requirements as found on Roadway Standard Drawing 300.01 - Sheet 3 of 3. The appropriate Reinforced Concrete Pipe class and the appropriate gage thickness for Corrugated Aluminum Alloy Pipe and Aluminized Corrugated Steel Pipe shall be selected based on fill height.

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

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

Transverse median drains and open-ended cross drains shall be Reinforced Concrete Pipe, Corrugated Aluminum Alloy Pipe, Aluminized Corrugated Steel Pipe, Corrugated Polyethylene Pipe (HDPE Pipe) or Polyvinyl-Chloride Pipe (PVC Pipe).

Storm drain system pipes shall be Reinforced Concrete Pipe, Corrugated Polyethylene Pipe (HDPE Pipe) or Polyvinyl-Chloride Pipe (PVC Pipe).

PRICE ADJUSTMENTS FOR ASPHALT BINDER

(9-1-11) DB6 R25

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

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

The 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 $ _____ per ton.

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

PRICE ADJUSTMENTS - ASPHALT CONCRETE PLANT MIX
(9-1-11) DB6 R26

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

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

Add the following paragraph before the first paragraph:

The "Asphalt Price" used to calculate any price adjustments set forth in this section shall be $35 per theoretical ton. This price shall apply for all mix types.

GENERAL

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

NO CONTACT CLAUSE

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

USE OF TERMS

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

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

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 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

Submittals will be reviewed within 10 working days (15 days for temporary structures, FEMA compliance documents 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 "*Express Design-Build Submittal Guidelines*", which by reference are incorporated and made a part of this contract. The Design-Build Team may, however, propose an alternate scheme for submittals that include a combination of submittals, a different order of submittals, or other submittal scheme. This alternate approach to submittals must be submitted to the Transportation Program Management Director after award of the contract and approved by the Department. If an approved alternate approach to submittals is approved, the Design-Build Team may use the alternate approach but shall assume all risk associated with any necessary re-work or re-design. Moreover, the alternate approach must include, at a minimum, final plans and

RFC plans for each of the design disciplines. The Department reserves the right to use portions or all of the approved alternate approach on any concurrent or future Design-Build projects.

All submittals shall be made simultaneously to the Transportation Program Management Director 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 Transportation Program Management Director in writing of any proposed changes to the 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 approval of the applicable design submittals.

GENERAL SCOPE

The scope of work for this project includes design, construction and management of the replacement of eight (8) bridges. 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 bridge replacements. Construction shall comply with 2012 *NCDOT Standard Specifications for Roads and Structures* and any special provisions.

Project services include, but are not limited to:

- **Design Services** – completion of construction plans
- **Construction Services** – necessary to build and ensure workmanship of the designed facility
- **Permits –** development of all documents for permits, as necessary
- **Utility Coordination** – minor utility relocation efforts, as needed
- **Right of Way –** acquisition of additional right of way, as necessary, to construct the project.

Construction Engineering Inspection will be provided by the Design Build Team.

The Department has prepared Low Impact Bridge Replacement Data Sheets or minimum criteria checklists (serves as Programmatic Categorical Exclusions for each bridge).

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-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, 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.

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

All firms shall be prequalified by the Department for the work they are to perform. Joint Ventures, LLCs or any legal structure that are different than the existing prequalification status must be prequalified prior to the Price Proposal submittal deadline. Subcontractors need only be prequalified prior to performing the work. Design firms shall be prequalified prior to the Price Proposal submittal deadline. 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.

ETHICS POLICY

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

APPROVAL OF PERSONNEL

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

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

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

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

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

SUBMITTAL OF PRICE PROPOSALS

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.

Price Proposals will be accepted until **4:00 p.m. Local Time on Friday, March 15, 2013,** the office of the State Contract Officer:

Mr. Randy A. Garris, P.E.
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.

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

Price Proposal
Submitted by (Design-Build Team's Name)
Contract Number C 203273
Project Number 17BP.5.R.46
Durham, Granville and Vance Counties
Replacement of Eight (8) Bridges

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

Opening of Price Proposals

If any of the Price Proposals are considered non-responsive, the State Contract Officer will notify those Design-Build Teams of that fact. For all responsive Price Proposals the State Contract Officer will publicly open the sealed Price Proposals.

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. Unless all Proposals are rejected or the Department elects to proceed with the Best and Final Offer process, the Department will recommend to the Secretary of Transportation that the Design-Build Team having the lowest apparent Price Proposal be awarded the contract.

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.

The Design-Build Teams shall submit a revised Price Proposal at the time, place, and date specified in the Best and Final RFP. This will constitute the Design-Build Team's Best and Final Offer. Award of the project may then be made to the Design-Build Team with the lowest apparent Price Proposal in response to the Best and Final RFP.

Stipend

A stipulated fee of **$15,000** will be awarded to each short-listed Design-Build Team that provides a responsive, but unsuccessful, Price Proposal. If a contract award is not made, all short-listed Design-Build Teams that provide a responsive Price Proposal shall receive the stipulated fee. Once award is made, or a decision is made not to award, unsuccessful Design Build Teams will be notified of the opportunity to apply for the stipulated fee.

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

ROADWAY SCOPE OF WORK (12-12-12)

Project Details

- The Design-Build Project consists of replacing a total of eight (8) bridges located in Durham, Granville, and Vance Counties. All bridges shall be replaced in place with off-site detours except for Bridge No. 310118. This bridge shall be stage constructed with an on-site detour.

- The Design-Build Team shall be responsible for designing and constructing the bridge approaches to tie the new structures into the existing pavement in accordance with the NCDOT *Sub Regional Tier Design Guidelines for Bridge Projects* dated February 2008, as applicable, current NCDOT design standards and NCDOT policies. The Design-Build Team shall make every effort to stay within the existing right of way to reduce or eliminate the need for additional right of way or easements.

- All bridges are considered sub-regional except for Bridge No. 310118. This bridge is considered Regional.

- The Design-Build Team shall use the Design Speed, ADT, Travel Lane and Paved Shoulder Widths (unless otherwise noted herein) as shown in the table below for the full length of the construction limits. The lanes shall be striped to match existing travel lane widths.

County	Str. #	Route	ADT	Design Speed	Travel Lane Width	Paved Shoulder Width
Durham	310008	SR 1602	570	35	10	None
Durham	310085	SR 1814	6600	45	11	4
Durham	310093	SR 1945	4300	35	11	4
Durham	310118	US 501	14000	55	12	4
Granville	380130	SR 1300	850	55	11	None
Granville	380142	SR 1431	490	55	11	None
Granville	380224	SR 1501	790	55	11	None
Vance	900085	SR 1348	640	50	10	None

- At a minimum, the Design-Build Team shall remove all pavements within 125 feet of both ends of the proposed bridge and re-construct full depth pavement in these areas as well as areas of widening or re-alignment. In no case shall the existing pavement width be narrowed.

- At all sites, the Design-Build Team shall pave to the face of guardrail for its full length, and then taper at an 8:1 ratio to the proposed edge of pavement.

- Outside the guardrail limits on the subregional tier, for all approaches with paved shoulders, the Design-Build Team shall provide a minimum of 2'-0" of graded shoulder from the edge of the pavement to the shoulder point. For culvert approaches with no paved shoulder, the minimum offset from the proposed edge of the travel lane to the face of guardrail shall be four feet.

- The Design-Build Team shall be responsible for designing, fabricating, and installing Type D signs that designate the name of the water crossing. For those bridges along the same roadway, it is permissible to provide water crossing signs just before and after the outermost bridges, provided the name of the waterway does not vary. The Design-Build Team shall be responsible for relocating other existing signs on new supports within the project construction limits. Sign Details may be submitted in lieu of a full signing plan submittal.

- Bridge sites 900085, 380224, and 380142 lie within the Kerr Lake Reservoir Impoundment Area. As such, no net addition of fill may be placed at these sites. Any additional fill required for the construction of the roadway or bridge below the full flood elevation shall be offset by removing a like amount of material from the sites. The Department is required to get consent from the USACE for placing any fill at these sites and this process is anticipated to take 6 months. The Design-Build Team shall prepare all documentation necessary for this permit and submit a copy of the application along with approved right-of way plans to the Department to begin the six month period.

- The grade may be adjusted as needed by the Design-Build Team to assist in the attainment of FEMA compliance or to assist in minimizing hydraulic spread. (Reference the Hydraulic Scope of Work)

- The Design-Build Team may use asymmetrical widening about the existing bridge and roadway centerline where appropriate to minimize impacts to utilities and/or natural systems.

- If any existing guardrail, curb and gutter, sidewalk or drainage is impacted by construction, the Design-Build Team shall replace in kind.

- Unless noted otherwise elsewhere in this RFP, all guardrail shall be designed and placed in accordance with the January 2012 NCDOT *Standard Drawings* and / or approved details in lieu of standards. For subregional bridges, the length of guardrail installed shall be based on the length provided in the NCDOT *Sub Regional Tier Design Guidelines for Bridge Projects* dated February 2008.

- Bridge approach slabs are required at all bridge ends. The minimum bridge approach slab length shall be 12 feet for the subregional tier sites and the length specified in the Structures Management Unit Manual for regional tier sites.

- The Department has met on-site with the agencies or obtained their comments at all bridge sites listed in this RFP. Any variations in the Design-Build Team's proposed design and / or construction methods that nullifies the decisions reached between the Department and the environmental agencies, and / or require additional coordination with the environmental agencies, shall be the sole responsibility of the Design-Build Team. The Department will not allow any contract time extensions or additional compensation associated with any coordination or approval process resulting from design and / or construction modifications.

- A crest vertical curve high point is permitted on a bridge or approach slab provided the Design-Build Team can demonstrate that (1) the design directs water off the travel lanes in an effective manner and (2) providing a tangent grade on the structure would create significant additional roadway approach work. In no case shall a sag vertical curve low point be located on any bridge or approach slab. A sag vertical low point shall not be located on any culvert between the end walls.

- Unless otherwise noted herein, reductions in design speeds in order to retain existing horizontal and vertical alignments will be allowed per the NCDOT *Sub Regional Tier Guidelines* dated February 2008; and further reductions will require a design exception. Other design exceptions will only be considered if the proposed criterion meets or exceeds existing conditions. At Bridge No. 310008, the Design-Build Team shall design and construct the bridge and approached to provide a minimum of a 25 mph design speed for the vertical profile.

- Reforestation required at any bridge sites shall be performed in the planting season following the completion of the bridge or as directed by the Engineer.

- The Design-Build Team shall be responsible for furnishing and installing concrete monuments for all right of way.

- Existing driveway access shall be maintained at all times. At Bridge No. 310085, the entrance drive to the pump station shall be relocated as directed by the Engineer.

- On the west side at Bridge No. 310085, the Design Build Team shall construct new 5' – 0" sidewalk and curb and gutter to tie to existing and replace any sidewalk damaged during construction. On both sides at Bridge No. 310093, the Design Build Team shall construct new 5' – 0" sidewalk and curb and gutter to tie to existing and replace any sidewalk damaged during construction.

- At Bridge No. 310085, the 4 ft. required paved shoulder includes the gutter pan; however, at Bridge No. 310093 the four foot paved shoulders shall be striped as dedicated bike lanes and is in addition to the gutter pan width.

General

- Unless otherwise noted herein, the design shall be in accordance with the NCDOT *Sub Regional Tier Design Guidelines for Bridge Projects* dated February 2008, as applicable,

2011 AASHTO *A Policy on Geometric Design of Highways and Streets, Roadway Design Policy and Procedure Manual, Roadway Design Guidelines for Design-Build Projects,* 2012 NCDOT *Standard Specifications for Roads and Structures,* and the 2002 AASHTO *Roadside Design Guide, 3rd Edition* and 2006 *Chapter 6 Update and* January 2012 NCDOT *Roadway Standard Drawings.*

- Once all changes have been incorporated into the "Released for Construction" roadway plan set for each site, the Design-Build Team shall provide a PDF of the sealed plans to the Director of the Transportation Program Management Unit.

NCDOT Information Supplied

- An electronic copy of *NCDOT Sub-Regional Tier Design Guidelines for Bridge Projects* dated February 2008 will be provided.

- The NCDOT will provide electronic survey, and wetland delineation files to the Design-Build Team for each bridge site. Any additional supplemental surveys, including but not limited to additional topography, existing and proposed roadway, structure sites, underground and overhead utilities, existing and proposed drainage, and wetland delineation shall be the responsibility of the Design-Build Team to acquire and process.

- The Design-Build Team shall be responsible for confirming the location of the utilities and the type / size of facilities. All SUE work shall be the responsibility of the Design-Build Team.

- The NCDOT will provide final pavement designs for all bridge/culvert sites.

- The NCDOT will make available, for information only, the field scoping meeting worksheets for all bridge/culvert sites.

STRUCTURES SCOPE OF WORK (12-6-12)

Project Details:

The Design-Build Team shall be responsible for all structures necessary to complete the project in accordance with the table provided herein. Reference the Project Special Provision entitled "Measurement and Payment" for a description of pay items and resolution of differences between the quantities and data provided herein and the final design prepared by the Design-Build Team and approved by the Department.

All bridge lengths stated herein are based on an assumed end bent cap depth of 2'-6". Provided all other contract requirements are met, the Design-Build Team may elect to shorten these lengths by using a 4'-0" end bent cap depth in accordance with Structures Management Unit Manual. If this option is exercised, adjustments in the pay quantity for Bridge Length will be made in accordance with the Measurement and Payment Project Special Provision. No additional payment for the deeper end bent cap will be made.

All bridges shall be cored slab or box beam designs. Bridge No. 310085 shall have concrete overlay on the bridge deck. All other bridges shall have a bituminous riding surface.

Unless noted otherwise in the RFP, provide 42" Concrete Barrier Rail per Structures Management Unit Manual. Precast barriers shall not be allowed.

Bridge No. 310085 shall include 5'- 6" sidewalk on the west side of the bridge with a three bar metal rail and a two bar metal rail on the east side of the bridge.

Bridge Removal:

The Design-Build team is responsible for the removal and disposal of all existing bridges, piles, abutments and existing bridge substructure remnants per NCDOT's *Best Management Practices of Maintenance and Construction Activities.*

For existing bridges that have paint systems containing red lead paint, the Design-Build Team is responsible for handling, removing, shipping, and disposing of these materials in accordance with the 2012 NCDOT Standard Specifications for Roads and Structures. The existing bridges shall be removed in accordance with Sub article 402-2(A) and (B) of the 2012 Standard Specifications for Roads and Structures.

Structure Number and Type	Site Description	Out to out bridge width	Fill Face to Fill Face Length (ft.)	Bent Placement Limitations	# of Spans	End Bent #1 Foundation Length (& est. tip elev.)	End Bent #2 Foundation Length (& est. tip elev.)	Interior Bent/s Foundation Length (& est. tip	Foundation Type
310008	SR 1602 over Flat River	30	180	Not in Middle Third of channel, near stream edge but not in stream banks	3	16 (405)	13 (409)	25 (396)	Drilled shafts @ Int. Bents & Steel Piles @ End Bents
310085	SR 1814 over Little Lick Creek	39	85	None in Water	1	23 (251)	23 (251)	Not Applicable	Steel Piles
310093	SR 1945 over Rocky Creek	1 @ 35’x10.5’ Aluminum Box Culvert with Aluminum Headwalls							
310118	US 501 over Pond	1 @ 9’x9’ Reinforced Concrete Box Culvert							
380130	SR 1300 over Little Johnson Creek	30	150	None in Water	3	29 (319)	30 (318)	39 (309)	Drilled shafts @ Int. Bents & Steel Piles @ End Bents

Structure Number and Type	Site Description	Out to out bridge width	Fill Face to Fill Face Length (ft.)	Bent Placement Limitations	# of Spans	End Bent #1 Foundation Length (& est. tip elev.)	End Bent #2 Foundation Length (& est. tip elev.)	Interior Bent Foundation Length (& est. tip elev.)	Foundation Type
380142	SR 1431 over Grassy Creek	30	190	Not in Middle Third of channel, near stream edge but not in stream banks	3	21 (295)	24 (293)	33 (284)	Drilled shafts@ Int. Bents & Steel Piles @ End Bents
380224	SR 1501 over Beaver Pond Creek	30	210	Not in Middle Third of channel, near stream edge but not in stream banks	3	35 (290)	28 (297)	42 (283)	Drilled shafts @ Int. Bents & Steel Piles @ End Bents
900085	SR 1348 over Little Island Creek	30	130	None in Water	3	27 (252)	20 (259)	33 (246)	Drilled shafts @ Int. Bents & Steel Piles @ End Bents

Steel pile foundation type assumes 90 tons factored resistance.

The estimated tip elevations are based on an examination of the borings and taking into account roughly 10 feet of scour depth and are shown for informational purposes. The estimated tip elevations are not necessarily true elevations but may instead relate to an assumed benchmark noted on the boring logs; benchmarks were not always accessible at the time of borings. Foundation length was determined by comparing the existing grade and bridge seat elevations with the estimated pile tip elevations, taking into account any adjustment needed to the assumed benchmark, as appropriate.

General:

All bridges and culverts shall meet approved roadway typical sections and grades. Bridge geometry (width, length, skew, span arrangement, etc.) shall be in accordance with the approved Preliminary Roadway Plans and approved Hydraulic Bridge Survey Reports prepared by the Design-Build Team. Culvert geometry (length, skew, etc.) shall be in accordance with the approved Preliminary Roadway Plans and approved Culvert Survey Reports prepared by the Design-Build Team.

Design 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 *Structures Management Unit Manual* (including policy memos), NCDOT *Bridge Policy Manual* and, as applicable, NCDOT *Sub Regional Tier Design Guidelines for Bridge Projects* dated February 2008.

If the NCDOT's Standard Bridge Plans are used, then the Design-Build Team shall analyze and seal the plans.

A live load rating chart for proposed girders shall be included with the bridge plans and shall state design assumptions and methodology used in the load rating calculations. The load rating shall be in accordance with the NCDOT *Structures Management Unit Manual* (including policy memos) and *AASHTO's Manual for Bridge Evaluation*. If Standard Bridge Plans and the corresponding rating sheets are not used, the Design-Build Team shall submit an initial live load rating chart concurrently with the Preliminary Bridge Survey Report submittal.

Construction and Materials shall be in accordance with 2012 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 will be evaluated on a case by case basis.

Once all changes have been incorporated into the "Released for Construction" structure plans for each site, the Design-Build Team shall provide a PDF of the sealed plans to the Director of the Transportation Program Management Unit.

NCDOT Information Supplied

- The NCDOT will provide Standard Bridge Plans.

HYDRAULICS DESIGN SCOPE OF WORK (12-13-12)

The Design-Build Team shall be required to do the following:

- Employ a prequalified private engineering firm to perform hydraulic design for all work required under this contract.
- Attend a Hydraulic pre-design meeting prior to the first hydraulic submittal.
- Design the Storm Drainage using Geopak Drainage.
- Provide a *Stormwater Management Plan* using the most current NCDOT Best Management Practices where applicable.
- Provide Bridge Survey Reports and Culvert Survey Reports as required by NCDOT Hydraulic Guidelines stated below.
- Design the structure at each location to meet the requirements of the Memorandum of Agreement (MOA) between NCDOT and NC Floodplain Mapping Program (NCFMP) approved March 2009 for the Department's submittal to FEMA. In the event an MOA cannot be achieved, the Design-Build Team shall be responsible for preparing a CLOMR package; however, the Department will be responsible for all FEMA submittal fees associated with the submittal of a CLOMR, and subsequently LOMR, packages. In the event that the Design-Build Team revises their design after initial submittal of the MOA or CLOMR package and a second FEMA submittal for that bridge is required, then the Design-Build Team will be responsible for all FEMA submittal fees associated with the re-submittal.
- The Department will not allow direct contact between the Design-Build Team and the representatives of NCFMP and their contractors either by phone, e-mail, or in person without the State Hydraulics Engineer or his designee(s) present. The Department will review with NCFMP the eligibility for the MOA at their monthly meeting. The MOA Package with the accepted Bridge or Culvert Survey Report for each site shall be submitted for review one month prior to the meeting. A member of the Design-Build Team may attend this meeting. The Design-Build Team shall recognize that the MOA allows for as much as one hundred eighty (180) days for approval once an accepted MOA Package has been submitted by the Department to NCFMP. No construction activity shall occur in FEMA regulated floodplains until the MOA package (or CLOMR) for the specific site has been approved by the NCFMP. The Department will be responsible for all fees associated with the submittal of MOA Packages.
- While the Department will provide available FEMA models to the Shortlisted Design-Build Teams, the Department in no way warrants or implies that these models are complete, accurate, or sufficient. No additional compensation will be provided for additional modeling necessary to correct, re-create, or adjust the models provided.
- Construct structures in FEMA regulated floodplains to ensure adherence to the approved FEMA submittal.

- Prepare the associated Permit Drawings as described in the Environmental Permits Scope of Work. All work resulting from the hydraulics and Permit Drawing reviews shall be the responsibility of the Design-Build Team.

- Design all Stormwater Controls based upon the most current NCDOT *Stormwater Best Management Practices Toolbox*.

- Use bridge drop inlets with pipes. Concrete flumes shall be used only if there is inadequate depth for a drop inlet.

- Design hydraulic spread cannot intrude into the travel lane width.

- Bent placement limitations shall adhere to the table shown in *Structures Scope of Work*. Any variance in bent locations from these limitations will require justification and approval from the Department.

- The setbacks have been waived at Bridge Nos. 380142 and 380224.

- Bridge No. 380142 no discharge from deck drains into Grassy Creek. Deck drains shall be located a minimum 2 feet of off the stream bank.

- Bridge No. 900085 no discharge from deck drains into Little Island Creek Reservoir normal pool. Review potential volume loss below normal pool due to project and mitigate if needed.

General

- Design in accordance with criteria provided in the North Carolina Division of Highways *Sub Regional Tier Design Guidelines for Bridge Projects* dated February 2008, *Guidelines for Drainage Studies and Hydraulics Design-1999* and the addendum *Handbook of Design for Highway Drainage Studies-1973,* North Carolina Department of Transportation "Stormwater Best Management Practices Toolbox - 2008" and the North Carolina Division of Highways Hydraulics Unit website:

http://www.ncdot.org/doh/preconstruct/highway/hydro/

Information Supplied

- Memorandum of Agreement (MOA) between NCDOT and NC Floodplain Mapping Program approved March 2009.

- Available FEMA models.

- Pre-design Hydraulic Report for each bridge location.

GEOTECHNICAL ENGINEERING SCOPE OF WORK

I. GENERAL:

Obtain the services of a firm prequalified for geotechnical work by the Highway Design Branch List. The prequalified geotechnical firm shall prepare foundation design recommendation reports for use in designing structure foundations and roadway foundations, retaining walls, and temporary structures if necessary.

If the NCDOT's standard bridge plans are used, then the Design-Build Team shall design the foundations and seal the plans.

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*. If the Engineer of Record cannot demonstrate the aforementioned LRFD experience, then the design must undergo a peer review by an individual with such experience. In such case, the reviewer must be a registered Professional Engineer, but not necessarily in the State of North Carolina. Prior to the first geotechnical design submittal, the Design-Build Team shall provide a letter to the NCDOT Design-Build Office that documents the reviewer's LRFD experience for review and acceptance. Furthermore, with each geotechnical design submittal, the reviewer shall provide a sealed letter stating that he / she has carefully reviewed and approved the specific submittal details.

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 NCDOT Geotechnical Engineering Unit for review and acceptance in the following format:

- 8 ½ x 11-inch Paper Format
- "Structure Subsurface Investigation Title Sheet." Includes Caution Notice and an area to list Contents.
- NC Division of Highways Geotechnical Engineering Unit Soil and Rock Classification Legend and Abbreviations
- Plan View of boring locations and any other significant topographic features
- gINT boring logs
- gINT core logs (if applicable)

- Cross sections (drilled pier foundations)
- AASHTO soil test results for both disturbed and undisturbed samples
- Rock test results summary chart

The Design-Build Team shall provide the final Subsurface Investigation Report in electronic and hardcopy format to the NCDOT for its records.

A minimum of 2 standard penetration test (SPT) / rock core borings shall be required per bent for all bridges. Borings must be located within 30 feet of the center of each bent to satisfy this requirement. All borings shall extend to a depth below the foundation element required to show a complete subsurface profile. The Department will provide 2 borings per bridge site to the Design-Build Team. 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. Any deviations to the requirements noted above shall require acceptance from the NCDOT Geotechnical Engineering Unit prior to construction.

The maximum spacing between borings for retaining 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 height of the wall.

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

II. DESCRIPTION OF WORK:

The Design-Build Team shall design foundations, embankments, slopes, and retaining walls in accordance with the current edition of the AASHTO *LRFD Bridge Design Specifications*, NCDOT *LRFD Driven Pile Foundation Design Policy, Sub Regional Tier Design Guidelines for Bridge Projects* dated February 2008 as applicable, all applicable NCDOT Geotechnical Engineering Unit Standard Provisions, NCDOT *Structures Management 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/Geotech_Requirements_References.aspx

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

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

A. Structure Foundations

Permanent steel casings shall be required for drilled piers that are constructed in six inches or more of water. Permanent steel casings are required for drilled piers constructed on sloped stream banks subject to degradation from flooding.

When the weathered rock or rock elevation is below the 100-year hydraulic scour elevation, the 100-year and 500-year design scour elevations are equal to the 100-year and 500-year hydraulic scour elevations from the structure survey report accepted by the NCDOT Hydraulics Unit. When the weathered rock or rock elevation is above the 100-year hydraulic scour elevation, the 100-year design scour elevation may be considered equal to the top of the weathered rock or rock elevation, whichever is higher, and the 500-year design scour elevation may be set two feet below the 100-year design scour elevation.

End bent slopes shall be 1.5:1 (H:V) or flatter with rip rap slope protection. Place end bent slope protection from the toe of slope to berm to protect the approach embankment from scour.

Analyze deep foundations (drilled piers and pile bents) using either LPile or FB-Pier. Design drilled piers and vertical piles with a sufficient embedment in soil and/or rock to achieve “fixity”.

For Box Culverts, the Design Build Team shall submit details for undercut of unsuitable material or recommendations for use of more than one foot of conditioning material to the NCDOT Geotechnical Engineering Unit, via the Transportation Program Management Director, for review and acceptance.

No raising of culvert headwalls / endwalls or the addition of retaining walls shall be used to reduce culvert length.

Add steel pile points to all piles with an estimated length of 20’ or less.

B. Roadway Foundation

All proposed unreinforced fill and cut slopes shall be 2:1 (H:V) or flatter except bridge end bent slopes (see Section A – Structure Foundations). In areas where a sliver fill is required to tie the proposed grade into the existing ground, fill slopes may be steeper than 2:1 (H:V) provided the existing slopes are stable and erosion control measures are utilized on the sliver fill slopes. However, in no case shall a slope be steeper than 1.5:1. The Design-Build Team shall submit slope stability analysis verifying stability of any modified slopes, including details to control erosion of the slope. For all other proposed slopes steeper than 2:1 (H:V), the slopes shall be reinforced and detailed design calculations shall be submitted to the NCDOT Geotechnical Engineering Unit, via the Transportation Program Management Director, for review and acceptance.

Bridge approach fills shall be required for end bents on all bridges in accordance with NCDOT Standard Drawings and NCDOT design criteria. Standard Drawing 422.11 of the *NCDOT January 2012 Roadway Standard Drawings* may be used with cored slabs or box beams on the subregional tier. Standard Drawing 422.10 shall be used on all other bridges unless specified elsewhere in this RFP.

III. CONSTRUCTION REQUIREMENTS:

All construction and materials shall be in accordance with the NCDOT 2012 *Standard Specifications for Roads and Structures* and current NCDOT *Project Special Provisions* unless noted otherwise elsewhere in this RFP. The Design-Build Team shall be responsible for investigating, proposing and incorporating remedial measures for any construction problems related to foundations, retaining walls, subgrades, settlement, slopes, and construction vibrations. Submit the proposed remedial measures to the Geotechnical Engineering Unit for review and acceptance prior to incorporation.

The Design-Build Team shall be responsible for any damage or claim caused by construction, including damage caused by vibration (see 2012 *Standard Specifications for Roads and Structures* Article 107-14). The Design-Build Team shall be responsible for deciding what, if any, pre and post-construction monitoring and inventories need to be conducted to satisfy their liability concerns. Any monitoring and inventory work shall be performed by a qualified private engineering firm experienced in the effects of construction on existing structures.

The geotechnical firm that prepared the foundation designs shall review and approve all pile driving hammers and drilled pier construction sequences. After the geotechnical firm has approved these submittals, the Design-Build Team shall submit to the NCDOT for review prior to beginning construction.

Perform hammer approvals with GRLWEAP Version 2002 or later and in accordance with the NCDOT LRFD Driven Pile Foundation Design Policy. Provide pile driving inspection charts or tables for all approved pile hammers.

Limit driving stresses in accordance with the AASHTO LRFD *Bridge Design Specifications*. If a tip elevation is noted on the plans, drive piles to the minimum required driving resistance and tip elevation.

The minimum required driving resistance is equal to the factored resistance noted on the plans divided by a resistance factor plus any additional resistance for downdrag and scour if applicable. When performing PDA testing in accordance with the AASHTO LRFD Bridge Design Specifications, the resistance factor is 0.75. Otherwise, the resistance factor for the wave equation analysis is 0.60.

Otherwise, drive piles to the minimum required driving resistance and a penetration into natural ground of at least 10 ft. Unless otherwise approved, stop driving piles when refusal is reached. Refusal is defined as 240 blows per foot or any equivalent set.

PDA testing is required when the proposed Required Driving Resistance of HP12x53 piles exceeds 175 tons, the proposed Required Driving Resistance of HP14x73 piles exceed 250 tons, or if a pile type other than HP 12x53 or HP 14x73 is used. Perform Pile Driving Analyzer (PDA) testing on at least one pile per bridge using a NCDOT prequalified company to develop pile driving inspection charts or tables. Additional PDA tests may be required based upon the AASHTO LFRD Bridge Design Specifications. Provide additional PDA testing for any revisions to pile type, size or hammer previously approved. The locations of specific piles to be tested must be accepted by the NCDOT prior to any PDA test. Perform PDA tests in accordance with ASTM D 4945-89, Standard Test Method for High Strain Dynamic Testing of Piles and this scope of work.

Analyze data with the Case Pile Wave Analysis Program (CAPWAP), version 2006 or later. At a minimum, analysis is required for a hammer blow near the end of initial drive and for each restrike and redrive. Additional CAPWAP analysis may be required as determined by the Engineer.

Meet the guidelines for NCDOT PDA reports from the Geotechnical Engineering Testing Contract for PDA test reports. To obtain a list of pre-approved Geotechnical Engineering Testing Contract companies to perform PDA testing and guidelines for PDA test report, contact the Geotechnical Engineering Unit at 919-707-6850. PDA testing shall be performed in accordance with Section 450 of the Standard Specifications. Submit a complete PDA report sealed by the professional engineer who performed the test to the foundation design firm. The foundation design firm shall develop pile driving inspection charts or tables for acceptance by the NCDOT prior to pile installation.

For drilled-in piles, the following additional requirements shall apply:

1. Prequalification of contractors is not required for pile excavation or drilled-in pile holes that are 30 inches in diameter or less.

2. Use Class A Concrete in accordance with Article 1000-4 of the NCDOT 2012 *Standard Specifications for Roads and Structures* except as modified herein. Provide concrete with a slump of 6 to 8 inches. Use an approved high-range water reducer to achieve this slump. Perform pile excavation to specified elevations shown on the plans. Excavate holes with diameters that will result in at least 3 inches of clearance all around piles. Before filling holes, support and center piles in excavations and when noted on the plans, drive piles to the required driving resistance. Remove any fluid from excavations and fill holes with concrete.

3. Blasting for core removal is only permitted when approved by the Engineer. Dispose of drilling spoils in accordance with Section 802 of the NCDOT 2012 *Standard Specifications for Roads and Structures* and as directed by the Engineer. Drilling spoils consist of all excavated materials including fluids removed from excavations by pumps 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 details 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 and backfill. Use steel casings with an outside diameter equal to the hole size and a minimum wall thickness of ¼-inch.

4. Check the water inflow rate at the bottom of holes after all pumps have been removed. If the inflow rate is less than 6 inches per half hour, remove any fluid and free fall concrete into excavations. Ensure that concrete flows completely around piles. If the water inflow rate is greater than 6 inches per half hour, propose and obtain acceptance of a procedure for placing concrete before filling holes. Place concrete in a continuous manner and remove all casings.

Use current NCDOT inspection forms for drilled piers available on the NCDOT Geotechnical Engineering Unit's webpage. Construct and inspect drilled piers in accordance with Section 411 of the 2012 *Standard Specifications for Roads and Structures.* The Department will inspect drilled piers using the Shaft Inspection Device (SID) for any shafts that cannot be dewatered to allow sufficient inspection of the bottom of the shaft or for any drilled pier excavations in Triassic materials that have remained open greater than 24 hours. In such case, the use of the SID will be required on the first shaft and may be required for additional shafts. Install Crosshole Sonic Logging (CSL) tubes in all drilled piers. The Design Build Team shall CSL test a minimum of 25% of drilled piers at each bridge or one per bent, whichever is greater. If a CSL test identifies any defect in the drilled pier, the Department has the right to request additional CSL testing as needed. The Department will determine which piers will be CSL tested. Submit CSL test information and results to the Geotechnical Engineering Unit, via the Transportation Program Management Director, for review and acceptance.

The prequalified geotechnical firm that prepared the original design shall perform any changes to the foundation designs. All changes shall be based upon additional information, subsurface investigation and / or testing. Drilled pier tip elevations shall not be changed during construction unless the prequalified geotechnical firm that prepared the bridge foundation design redesigns the drilled pier from either an SPT / rock core boring, performed in accordance with ASTM standards at the subject pier location, or observations of the drilled pier excavation. If a drilled pier is redesigned based on a boring, do not drill a boring inside an open drilled pier excavation. Locate the boring within three pier diameters of the center of the subject pier and drill to a depth of two pier diameters below the revised tip elevation. If a drilled pier is redesigned based upon observations of the drilled pier excavation, the geotechnical engineer of record shall be present during the excavation to determine the actual subsurface conditions. Send copies of revised designs including additional subsurface information, calculations and any other supporting documentation sealed by a professional engineer registered in the State of North Carolina to the NCDOT for review and acceptance.

Send copies of any inspection forms related to foundations, embankment, and subgrade to the NCDOT for review.

PAVEMENT MANAGEMENT SCOPE OF WORK (01-07-13)

The pavement design for the mainline and mainline shoulders is as follows:

LINE	Surface	Intermediate	Base
Structure 310008	3” SF9.5A		5” B25.0B
Structure 310085	3” S9.5B	4” I19.0B	4.5” B25.0B
Structure 310093	3” S9.5B	4” I19.0B	4” B25.0B
Structure 310118	3” S9.5B	4” I19.0B	7” B25.0B
Structure 380130	3” SF9.5A		7” B25.0B
Structure 380142	3” SF9.5A		5” B25.0B
Structure 380224	3” SF9.5A		7” B25.0B
Structure 900085	3” SF9.5A		5.5” B25.0B

The minimum depth for overlaying the existing pavement shall be equal to the full thickness of surface course as provided in the table above.

The depth of surface course on cored slabs or box beams at the gutter line shall meet the minimums listed in the Structures Management Unit Manual.

For structures 310085, 310093, and 310118, if wedging is equal to or greater than the full thickness of the surface course as provided in the table above plus 2.5”, then wedging shall consist of the full thickness of surface course as provided in the table above, and the remainder shall be I19.0B.

For the remaining structures, if wedging is equal to or greater than the full thickness of the surface course as provided in the table above plus 3.0”, then wedging shall consist of the full thickness of surface course as provided in the table above, and the remainder shall be B25.0B.

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 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 North Carolina DOT Pavement Design Procedure. Temporary pavement designs shall be submitted for review and comments using the contract submittal process. The expected duration for traffic on temporary pavement must be included as part of the submittal.

The Design-Build Team shall provide incidental milling where tying to the existing pavement to provide a smooth transition to the proposed pavement.

Driveways impacted by the Design-Build Team’s construction shall be repaired to the pre-construction condition.

TRAFFIC ENGINEERING SCOPE OF WORK

I. TRAFFIC MANAGEMENT PLANS

A. DESIGN PARAMETERS

1. All work shall be performed with road closures at the bridge sites and utilization of off-site detours except Bridge No. 310118. The Design-Build Team shall use the offsite detours for each bridge as shown in the table below. Local access to all residences and businesses will be maintained between closure points at all times during construction. The Design Build Team shall maintain traffic in 2 lane/ 2 way pattern during construction of Bridge No. 310118.

County	Structure No.	Route	Detour Route
Durham	310008	SR 1602	SR 1736 - SR 1601
Durham	310085	SR 1814	SR 1917 - NC 98 - SR 1811
Durham	310093	SR 1945	NC 55 - SR 1171
Granville	380130	SR 1300	SR 1400 - SR 1439
Granville	380142	SR 1431	SR 1436 - SR 1437 - SR 1400
Granville	380224	SR 1501	SR 1504 - SR 1445 - NC 15
Vance	900085	SR 1348	SR 1342 - NC 39

2. At all sites, except Bridge No. 380130, the Design-Build Team shall provide two (2) CMS per site to provide advance warning a minimum of 21 days prior to closing the bridge.

3. Improvements to the above stated detour route will not be required. In the event the Design-Build Team proposes any deviations/improvements to the above stated detour route, it shall be the sole responsibility of the Design-Build Team to obtain approval from the NCDOT Division Engineer and perform all required environmental studies and obtain environmental permits for any proposed changes.

4. Design and prepare the Temporary Traffic Control Plan for each bridge site location project. Development of the Traffic Control Plan should proceed as follows:

   a) Submit a Traffic Control Plan to the Resident Engineer and the Transportation Program Management Director for review and acceptance. Construction may begin once the Traffic Control Plan has been sealed by the Design-Build Team and accepted by the Department.

   b) The Traffic Control Plan shall include a detour detail, which includes detour signing (detour advance warning & trailblazing), sign designs, and locations

of traffic control devices; construction phasing/sequence, and project notes. Street names are required on detour signing. NCDOT's *January 2012* Roadway Standard Drawings Section 1100 is for traffic control and will need to be incorporated into the plans for most work activities. The detour detail will incorporate NCDOT's *January 2012* Roadway Standard Drawing 1101.03, sheet 1 of 9. Ensure the development of the Traffic Control Plan is in compliance with the North Carolina Department of Transportation Roadway Standard Drawings, NCDOT *January 2012 Standard Specifications for Roads and Structures*, the latest edition of the *Manual on Uniform Traffic Control Devices (M.U.T.C.D.)* and the *NCDOT Standard Specifications for Roads and Structures* (January 2012).

c) Use traffic control devices that conform to all NCDOT requirements and are listed on the Department's Approved Products List as shown on NCDOT's Traffic Control Website.

d) The NCDOT's Traffic Control Website should be utilized when developing the Traffic Control Plan. The Traffic Control Website is updated and provides key information necessary in preparing the Traffic Control Plan. The Traffic Control Website Address:

http://ncdot.org/doh/preconstruct/wztc/

B. DESIGN PARAMETERS FOR ON-SITE DETOUR

The Design-Build Team shall replace Bridge No. 310118 utilizing an on-site detour to maintain traffic and prepare the Traffic Control and Pavement Marking Plans following the parameters listed below:

1. Maintain a minimum of two 11-foot clear travel lanes (clear roadway width) for two-lane two-way traffic, unless otherwise noted herein.
2. A minimum 2-foot offset (shy distance) shall be required from the edge of travel lane to the traffic control device.
3. Temporary alignments shall be designed for no less than 45 mph.
4. Roadway Standard Drawing 1101.11 shall be used for merge and shift tapers. All other temporary designs shall follow the NCDOT Roadway Design Manual, 2004 AASHTO A Policy on Geometric Design of Highways and Streets and the most current Highway Capacity Manual.

C. PROJECT REQUIREMENTS

- The Design-Build Team shall select a Private Engineering Firm (PEF) that has experience designing and sealing Traffic Management Plans for the North Carolina Department of Transportation (NCDOT) on comparable projects.

- The Traffic Management Plans shall adhere to the "Express Design-Build Submittal Guidelines", and the "Guidelines for Preparation of Traffic Control and Pavement

Marking Plans for Design-Build Projects", *January 2012 NCDOT Roadway Standard Drawings*, *January 2012 Standard Specifications for Roads and Structures*, and the "*Manual for Uniform Traffic Control Devices".*

- Adapt the traffic control plans, when directed by the engineer, to meet field conditions to provide safe and efficient traffic movement. Changes may be required when physical dimensions in the detail drawings, standard details and roadway details are not attainable or result in duplicate or undesired overlapping of devices. Modification may include: moving, supplementing, covering or removal of devices.

- The Design-Build Team shall provide one month notice to the Engineer, County EMS and County school officials prior to road closures.

- The Design-Build Team will be allowed five additional days of lane closure per bridge site to complete punch list items identified by the Engineer. The Design-Build Team shall notify the Engineer 15 days prior to installation of a lane closure and submit details for approval by the Engineer.

- As approved by the Engineer, lane closures will be allowed for geotechnical borings and the relocation of utilities prior to the road closure at each bridge site.

Lane and Shoulder Closure Requirements for Bridge No. 310118

- The Design-Build Team shall remove lane closure devices from the lane when work is not being performed behind the lane closure or when a lane closure is no longer needed.

- When personnel and / or equipment are working within 15 feet of an open travel lane, the Design-Build Team shall close the nearest open shoulder using NCDOT 2012 Roadway Standard Drawing No. 1101.04, unless the work area is protected by an approved temporary traffic barrier or guardrail.

- When barrier is placed on the shoulder of a roadway, install shoulder closure signs and devices using NCDOT 2012 Roadway Standard Drawing No. 1101.04 in advance of the barrier.

- When personnel and / or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, the Design-Build Team shall close the nearest open travel lane using NCDOT 2012 Roadway Standard Drawing No. 1101.02, 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 10 feet of an open travel lane, the Design-Build Team shall close the nearest open travel lane using NCDOT 2012 Roadway

Standard Drawing No. 1101.02, 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 close the lane using the appropriate roadway standard drawing from the NCDOT 2012 *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 simultaneously within 15 feet on both sides of an open travelway, ramp, or loop within the same location unless protected with guardrail or barrier.

- The Design-Build Team shall not install more than 1.5 miles of lane closure on US 501 measured from the beginning of the merge taper to the end of the lane closure.

- The Design-Build Team shall not install more than one lane closure in either direction on a two-lane, two-way undivided roadway.

- The Design-Build Team shall not install more than one lane closure in any one direction on a multi-lane divided roadway.

Project Operations Requirements for Bridge No. 310118

The following are Time Restrictions and notes that shall be included with the Transportation Management Plans General Notes for Bridge No. 310118, unless noted otherwise elsewhere in this RFP:

Time Restrictions

Intermediate Contract Times #9 for Road Closure Restrictions for Construction Operations

As a minimum, the Design-Build Team shall maintain one 11 ft. lane and 2 ft. shoulders per direction on US 501 and follow the road closure restrictions listed below. When a 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. A road closure is defined as closing any direction of travel.

The Design-Build Team shall not close any direction of travel for the following roads during the times noted below. Closure of these roads shall only be allowed for the operations listed below:

Road Name	Day and Time Restrictions
US 501	Every Day: 6:00 a.m. to 12:00 a.m. (midnight)

Maximum road closure duration of **30 minutes** shall be allowed for the roadways listed above (unless a detour is proposed and approved by NCDOT) for the following operations:

- Traffic shifts
- Placing barrier
- Striping
- Or any other operation that requires flagging operations

Liquidated Damages for Intermediate Contract Time #9 for the above road closure time restrictions for US 501 are $125.00 per 15-minute period.

DETOUR SIGNING

The Design-Build Team shall be responsible for the installation and maintenance of all detour signing within and off the project limits.

Cover or remove all detour signs within and off the project limits when a detour is not in operation.

Ensure all necessary signing is in place prior to altering any traffic pattern.

D. Pavement Edge Drop off Requirements for Bridge No. 310118

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 opened travel lane that has an edge of pavement drop-off as follows:

- Elevation differences that exceed 2 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 3 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 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning “UNEVEN LANES” signs (W8-11) 1000 feet in advance and a minimum of every half mile throughout the uneven area.

E. Traffic Barrier

The Department will not provide any type of barrier for this project. 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.

- Do not place temporary barrier used for traffic control directly on any surface other than asphalt or concrete.

- 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.
- Install temporary barrier with the traffic flow beginning with the upstream side of traffic. Remove temporary barrier against the traffic flow beginning with the downstream side of traffic.
- Install and space drums no greater than twice the posted speed limit (mph) to close or keep the section of the roadway closed until the temporary traffic barrier system can be placed or after the temporary traffic barrier system has been removed.

- Protect the approach end of the 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.

- Protect the approach end of the temporary traffic barrier system from oncoming traffic at all times by a temporary crash cushion unless the approach end of the temporary traffic barrier system is offset from oncoming traffic as follows:

Posted speed limit (mph)	Minimum offset (feet)
40 or less	15
45 - 50	20
55	25
60 mph or higher	30

- The Design-Build Team shall minimize the presence of portable concrete barrier along acceleration ramps / loops. The Design-Build Team shall provide the duration in which the portable concrete barrier is present along acceleration ramps / loops in the Technical Proposal. The Technical Score for Traffic Control will be affected by the duration.

- The Design-Build Team shall be responsible for providing proper connection between the existing bridge rails and temporary barrier systems and include this information in the appropriate plans.

E- TRAFFIC CONTROL DEVICES

The Design-Build Team shall use traffic control devices that conform to all NCDOT requirements and are listed on the Approved Products List. The Approved Products List is shown on NCDOT's Work Zone Traffic Control website at http://www.ncdot.org/doh/preconstruct/wztc/. The use of any devices that are not shown on the Approved Product List shall require written approval from the Transportation Management Director.

Place Type III barricades, with "ROAD CLOSED" sign R11-2 attached, of sufficient length to close entire roadway. Stagger or overlap barricades to allow for ingress or egress.

F. Temporary Pavement Markings, Markers and Delineation for Bridge No. 310118

The Design-Build Team shall show temporary pavement marking on the Traffic Control Plan that meet the requirements of the RFP and the *Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects*.

The Design-Build Team shall use pavement marking and marker products that conform to all NCDOT requirements and are listed on the NCDOT Approved Products List. The use of any devices that are not shown on the NCDOT Approved Products List shall require approval from the Transportation Program Management Unit Director prior to incorporation.

The Design-Build Team shall install pavement markings and markers in accordance with the NCDOT 2012 *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 marking on US 501.

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
US 501	Any Marking on the Approved Product List	Raised Temporary
All Structures	Cold Applied Plastic Type 4 - Removable Tape	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 on all roads (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 IV) pavement markings, place temporary raised markers half on and half off edgelines and centerlines to help secure the tape to the roadway. Markers shall be spaced the appropriate distance apart as described by the 2012 *Roadway Standard Drawing* 1250.01, Sheet 1 of 3.

Tie proposed pavement marking lines to existing pavement marking lines.

Remove / Replace any conflicting / damaged pavement markings and markers by the end of each day's operation.

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.

Unless noted otherwise in this RFP, removal of the temporary pavement markings on asphalt surfaces 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.

II. PERMANENT SIGNING

The Design-Build Team shall design, fabricate and install boundary signs for each bridge location. The Design-Build Team shall replace any existing signs damaged by construction operations. These signs shall be furnished and installed by the Design-Build Team according to NCDOT's specifications.

The Design-Build Team shall remove, stockpile and re-erect the Wilkerson Memorial Bridge sign at Bridge No. 380142.

III. FINAL PAVEMENT MARKING PLANS

General

Prepare Final Pavement Marking Plans in accordance with the latest *Manual on Uniform Traffic Control Devices (MUTCD)* and the NCDOT *January 2012 Roadway Standard Drawings*.

Final Pavement Marking Plan Requirements

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).*

NCDOT's *January 2012 Roadway Standard Drawings* – Section 1200 pertain to pavement markings and markers and shall be utilized.

The Design-Build Team shall install pavement markings and markers in accordance with NCDOT's *January 2012 Standard Specifications for Roads and Structures*, the manufacturer's procedures and specifications.

Use long life pavement markings and raised or snowplowable pavement marker products that conform to all NCDOT's requirements and specifications and are listed on the Department's Approved Products List and are specified on the list below. (The use of any products that are not shown on the Approved Product List shall require written approval from the Signing and Delineation Unit). The pavement markings and markers shall extend 300' further than the roadway construction limits in both directions of travel. Where proposed markings are on existing roadway, remove existing markings prior to placement of final markings.

Install pavement markings and pavement markers on the final surface as follows:

Road Name			**Marking**	**Markers**
Durham	310008	SR 1602	Thermoplastic	Snowplowable
Durham	310085	SR 1814	*Cold Applied Plastic (Type II or III).	Snowplowable, except Raised on concrete deck
Durham	310093	SR 1945	Thermoplastic	Snowplowable
Durham	310118	US 501	Thermoplastic	Snowplowable
Granville	380130	SR 1300	Thermoplastic	Snowplowable
Granville	380142	SR 1431	Thermoplastic	Snowplowable
Granville	380224	SR 1501	Thermoplastic	Snowplowable
Vance	900085	SR 1348	Thermoplastic	Snowplowable

* Remove all residue and surface laitance on concrete surface (Bridge No. 310085) by acceptable method prior to placing Cold Applied Plastic pavement marking material.

Passing zone(s) will be determined in the field and must be approved the engineer prior to placement of markings.

Tie proposed pavement marking lines to existing pavement marking lines at the specified limits.

Replace any conflicting marking or markers before shifting traffic to the final traffic pattern.

ENVIRONMENTAL PERMITS SCOPE OF WORK (12-11-12)

General

The Design-Build Team shall be responsible for preparing permit drawings necessary for the Department to obtain all required environmental permits for construction for each bridge site contained in this contract. The Design-Build Team is responsible for determining the appropriate permits that will apply to each site. The Design-Build Team is encouraged to gain the Department's concurrence on the permits needed prior to beginning permit application work for each bridge. The Design-Build Team shall determine the schedule for submission of each bridge's permit documentation.

Bridge Nos. 380142, 380224, and 900085 requests for use of Land/Water Permit with the U. S. Army Corps of Engineers (USACE) for Kerr Lake Reservoir shall be submitted to USACE Operations Manager, Joshua Deal through the Department. Reference Roadway Scope of Work for additional requirements.

The Design-Build Team shall not begin ground-disturbing activities, including utility relocations in jurisdictional areas, at a given bridge site, until the environmental permits have been issued for that bridge. This restriction does not include investigative borings covered under a Nationwide #6 permit.

The Design-Build Team may begin utility relocation work prior to obtaining the aforementioned permits provided that (1) the Department is notified in writing prior to these activities; (2) such activities are outside jurisdictional resources. Upon consultation with the Division Environmental Officer, a meeting may be required with the permitting agencies prior to beginning work.

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's Environmental Officer present. A representative from the Transportation Program Management shall be included on all correspondence.

Once the Department has obtained the applicable permits based upon the approved Design-Build Team's proposed design and / or construction methods, the Design-Build Team will be responsible for any change in the proposed design and / or construction methods that nullifies any permit. The Department shall not allow any contract time extensions associated with this additional coordination.

The Design-Build Team shall meet all permit conditions. The Design-Build Team shall be required to staff any personnel necessary to provide permit compliance.

Permit Process

It is the Design-Build Team's responsibility to acquire information and prepare permit drawings that reflect the impacts and minimization efforts from the project as designed by the Design-Build Team. The Department will provide the Data Sheet for each bridge site. The Design-Build Team shall be responsible for entering impact determinations on the Data Sheet. Further it is the Design-Build Team's responsibility to provide the design and construction details to the Department to be included as part of the permit process. At a minimum the associated permit drawings shall consist of the following:

- Roadway Plan and Profile Sheets (half size 11" x 17") shall contain all environmental impacts in a table with calculated proposed stream / wetland / open water impacts, buffer impacts by type such as road fill, bridging, etc.
- In addition the Roadway Plan Sheet shall specifically identify buffer zones, wetland boundaries, all erosive control measures, structures, pier locations, riprap, causeways and other impacts including utility relocation.

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

Direct coordination between the Design-Build Team, the Department's Transportation Program Management Director, Division Environmental Officer (DEO), Division Bridge Program Manager and the Resident Engineer shall be necessary to ensure proper permit drawing development. Upon completion of the permit drawings, the Design-Build Team shall concurrently forward the package to the Transportation Program Management Director, Resident Engineer, Division Bridge Program Manager, Division Environmental Officer, and Hydraulics Unit for review and approval. After all revisions are complete, the Department will subsequently forward the package to the appropriate agencies and the cover letter describing the project.

Any temporary construction measures, including de-watering, construction access, etc. shall be addressed in the permit drawings. Impacts that result from so-called temporary measures may not be judged to be temporary impacts by the agencies. These issues shall be addressed and resolved with the agencies and reviewed by the Division Environmental Officer prior to submission of the permit drawings and environmental impacts to the respective agencies.

The Design-Build Team shall clearly indicate the location of 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 methods of construction of all structures. The description of the temporary impacts (utility relocations, etc.) shall include restoration plans, schedules and disposal plans. This information shall be included in the permit drawings and environmental impacts.

The NCDOT hereby commits to ensuring, to the greatest extent possible, 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. All fill material shall be immediately 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 Division Environmental Officer shall only be allowed if the Engineer determines it to be in the best interest of the Department and will be strongly discouraged. The Design-Build Team shall not take an iterative approach to hydraulic design issues. The design shall be complete prior to permit modification application.

Permit Timeframe

The Design-Build Team should expect it to take up to 60 days for the Department to acquire the permits necessary for each bridge. The 60 days shall begin at the date that the Department has approved the final permit drawings as submitted by the Design-Build Team. No requests for additional contract time or compensation will be allowed if the permits are obtained within this 60-day period. With the exception of location and survey work and permitted investigative borings covered under a Nationwide #6 permit, no mobilization of men, materials, or equipment for site investigation or construction of the project shall occur prior to obtaining the permits. This limitation does not preclude the off-site fabrication of bridge members or equipment. The Department will not honor any requests for additional contract time or compensation, including idle equipment or mobilization or demobilization costs, for the Design-Build Team mobilizing men, materials (or ordering materials), or equipment prior to obtaining all permits. The Department will consider requests for contract time extensions for obtaining the permits only if the Design-Build Team has pursued the work with due diligence, the delay is beyond the Team's control, and the 60-day period has been exceeded. If time were granted it would be only for that time exceeding the 60-day period.

Commitments

The NCDOT is committed to incorporating all reasonable and practicable design features to avoid and minimize impacts to wetland, stream, open water and regulated riparian buffers. Additionally the NCDOT will provide full compensatory mitigation of all stream, wetland and riparian buffer impacts as required by the regulatory agencies.

The Design-Build Team shall strictly adhere to these commitments, as well as others, including but not limited to Neuse River and Jordan Lake Buffer Rules.

All work by the Design-Build Team must be accomplished in strict compliance with the plans submitted and approved for the permits drawings and in compliance with all conditions of the permits received and certifications issued by the 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.

If the Design-Build Team discovers any previously unknown historic or archeological remains while accomplishing the authorized work, he shall immediately notify NCDOT Staff Archaeologist and/or Division Environmental Officer, as listed below, who will initiate the

required State/Federal coordination. All questions regarding these sites should be addressed to Mr. Matthew Wilkerson, NCDOT Archaeology (919) 707-6089, or the Division Environmental Officer.

EROSION AND SEDIMENTATION CONTROL SCOPE OF WORK (12-10-12)

The NCDOT REU shall review and accept all Erosion and Sedimentation Control Plans. Erosion Control Plans shall be designed for the grading phase of the bridge construction. Release for Construction (RFC) Erosion Control Plans shall be submitted to all NCDOT Personnel listed in the Express Design-Build Bridge Replacement Submittal Guidelines before **any** land disturbing activities, including clearing and grubbing, can commence. No land disturbing activities, including clearing and grubbing, shall occur in any location that does not have accepted RFC Erosion Control Plans. Refer to the most recent version of the *NCDENR - Erosion and Sediment Control Planning and Design Manual* for erosion control design guidelines not addressed in this Scope of Work.

The Design-Build Team shall be responsible for determining the Bridge Projects located in Environmentally Sensitive Areas and use the higher Peak Inflow Rate and Peak Rainfall Data (25 year).

Erosion and Sedimentation Control Plans shall at a minimum address the following:

I. Complete Set of Plans

A. RFC Plans

1. Use correct NCDOT symbology.
2. Protect existing and proposed 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. Utilize infiltration basins, 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 all drainage outlets with a spillway with an adequately designed base length to distribute outflow.
5. Take into account existing topography and show contour lines.
6. Utilize Temporary Rock Silt Checks Type 'B' (TRSC-B) 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 temporary diversions (TD).
7. Protect existing streams; do not place erosion control devices in live streams.
8. Provide adequate silt storage for 3600 cubic feet per disturbed acre and sediment basins shall be sized with surface area equal to 435 square feet per cubic foot per second (cfs) of the peak inflow rate, Q10 or Q25, using 10-year or 25-year peak rainfall data (*NCDENR - Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service web site http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html for partial duration (ARI) time series type). A Sediment Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit (REU) upon request.
9. Infiltration Basins shall provide adequate silt storage for 1800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the

peak inflow rate, Q10 or Q25, using the 10-year or 25-year peak rainfall data (*NCDENR - Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service web site http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html for partial duration (ARI) time series type). Infiltration Basin shall be designed to dewater in 3 days or less. An Infiltration Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit (REU) upon request.

10. Skimmer Basins shall provide adequate silt storage for 1800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the peak inflow rate, Q10 or Q25, using the 10-year or 25-year peak rainfall data (*NCDENR - Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service web site http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html for partial duration (ARI) time series type). A Skimmer Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit (REU) upon request.
11. The minimum and maximum length to width ratio of all Sediment Basins shall be 2:1 and 6:1, respectively.
12. 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.
13. Include any culvert and / or pipe construction sequence plan sheets in the Clearing & Grubbing Erosion Control Plans; all pipes 48" or larger, or any combination of pipes that total 48" or more 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.
14. Incorporate temporary sediment basins into permanent Stormwater devices.
15. Utilize Wattles with Polyacrylamide (PAM) in temporary and permanent, existing and proposed ditches at a spacing of 50 ft. in areas where sediment basins are not feasible at drainage outlets, and in areas where sediment basins at drainage outlets cannot be properly sized to surface area and/or sediment storage requirements due to safety concerns, ROW limitations, utility conflicts, or other construction limitations approved by the Roadside Environmental Unit. For ditch grades greater than 3%, utilize Temporary Rock Silt Checks Type A with Matting and PAM in lieu of wattles.
16. Utilize temporary slope drains and earth berms at top of fill slopes 5 feet or higher and a fill slope grade of 3:1 or steeper, or where there are superelevations above 0.04 and fills are greater than 3 feet. Maximum slope drain spacing shall be 200 feet.
17. Utilize rock energy dissipater and / or silt basin at outlet of slope drain.

18. Provide matting for erosion control in all ditch lines where the velocity is greater than 2.0 ft./s, 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 Riprap shall be utilized.
19. Provide matting for erosion control on all fill slopes 2:1 or steeper.
20. For bridge projects with Design Standards in Sensitive Watersheds (15A NCAC 04B .0124) commitment, all streams and unnamed tributaries shall have a 50-foot Environmentally Sensitive Area (ESA) on Clearing & Grubbing EC Plans only, and utilize 25-year peak rainfall data for surface area requirement for all sediment basins.

B. 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 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 A, "RFC Plans" above.

C. The following documents shall accompany the Erosion Control Plans and be completed and submitted to NCDOT REU for initial submittal:
   1. High Quality Water Worksheet from Soil and Water Engineering web page
   2. Low Impact Bridge Project Checklist from Soil and Water Engineering web page
   3. Matting Determination Spreadsheet from Soil and Water Engineering web page
   4. Erosion Control Quantities Spreadsheet from Soil and Water Engineering web page
   5. Basin or Checkdam Design Spreadsheets from Soil and Water Engineering web page
   6. Preliminary Permit Drawings showing all jurisdictional stream and wetland impacts (half-size)
   7. General Structure Drawing with locations of piles, drilled shafts, etc. (half-size)
   8. Erosion Control Plans shall be submitted according to the Design-Build Submittal Guidelines
   9. Microstation files may be requested by NCDOT REU staff if needed

The documents located on the Soil and Water Engineering web page can be found at:

http://stage.dot.state.nc.us/doh/operations/dp_chief_eng/roadside/soil_water/erosion_control/downloads.html

All documents from the Soil and Water Engineering web page can be submitted electronically or hard copy.

II. Detail Sheets and Notes

A. Provide project specific special notes and details such as temporary rock silt check type B, coir fiber baffle, skimmer basin, etc.
B. Provide matting summary sheet(s): matting for erosion control and permanent soil reinforcement mat.
C. Provide reforestation sheet(s): regular, wetland, streambank and / or buffer showing appropriate species.

III. Title Sheet

A. Show correct notes: 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 IIIA certified individual responsible for designing and/or reviewing Erosion and Sedimentation Control Plans.

IV. Special Provisions

A. Erosion Control Special Provisions are available at the following website:

http://www.ncdot.org/doh/operations/dp_chief_eng/roadside/soil_water/special_provisions/

B. References in Erosion Control Special Provisions from the aforementioned website to Method of Measurement, Basis of Payment, or any other statement regarding direct payment for Erosion & Sediment Control measures shall be disregarded.
C. Erosion Control / Stormwater Certification 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 REU will provide a sample set of Erosion and Sedimentation Control Plans (including any special details or special provisions used by the NCDOT REU) 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. Sufficient time shall be allowed for the Design-Build Team to make any changes to the Erosion and Sedimentation Control Plans deemed necessary by the NCDOT REU.
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.
F. 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 Division of Solid Waste Management (NCDENR). The Design-Build Team shall submit the permit number for waste / borrow sites covered by the Mining Act or regulated by DSWM (DENR) concurrently to the Transportation Program Management Director and the Resident Engineer. For Reclamation Procedures, see:

http://www.ncdot.org/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf

G. 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.
H. An accepted Erosion and Sedimentation Control Plan does not exempt the Design-Build Team from making every effort to contain sediment onsite.

I. Any Erosion Control Design revisions made during the construction of the project shall be submitted to NCDOT REU by the 15th of the month via the Transportation Program Management Director. At anytime requested by the Engineer or the 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.

J. The Design-Build Team shall comply with the *North Carolina Administrative Code Title 15 A Department of Environment and Natural Resources Chapter 4, Sediment Control*.

K. A pre-design meeting shall take place between the NCDOT REU 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 REU. Erosion and Sedimentation Control Plan submittals shall only be reviewed and accepted by NCDOT REU after the Erosion Control Pre-Design Meeting. The Design Build Team shall be required to submit a tentative Erosion and Sedimentation Control Plan submittal schedule at the pre-design meeting.

L. At 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 Plan pre-design meeting.

M. 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.

N. Erosion Control / Stormwater Certification shall be required according to the Project Special Provision found elsewhere in this RFP.

O. Prior to installation of any erosion control devices, the Design-Build Team shall verify boundaries of jurisdictional areas in the field and delineated with Safety Fence or flagging. For guidance on Safety Fence and flagging in jurisdictional areas, see:

http://www.ncdot.org/doh/operations/dp_chief_eng/roadside/fieldops/downloads/

P. Various projects that impact more than 150 linear feet of stream with a Division of Water Quality (DWQ) Classification of Trout (Tr) may require a Trout Buffer Variance from the Regional Land Quality office or from the central Land Quality office in Raleigh. Additional coordination and document preparation with NCDOT REU and Land Quality may be required to obtain this variance approval. These projects will be identified at the erosion control pre-design meeting.

Q. 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 and stone outlets may be provided.

R. Ground cover stabilization shall comply with the timeframe guidelines specified by the North Carolina Department of Environment and Natural Resources Division of Water Quality NCG-010000 General Construction Permit that became effective on August 3, 2011. 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 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 permanent ground cover stabilization shall be provided in accordance with the provisions in this contract and as directed.

EROSION CONTROL LIQUIDATED DAMAGES:

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.

RIGHT OF WAY SCOPE OF WORK

It is expected that the Design-Build Team, to the greatest extent pracitable, perform construction activities within existing DOT right of way or maintenance limits as applicable. If additional right of way or easements are required, the Design-Build Team shall follow the procedures contained in this scope of work. The Design-Build Team shall be responsible for all right of way staking.

No additional contract time will allowed for project designs that require the acquisition of additional ROW or easements.

Excluding acquisition services required outside of the project construction limits due solely to a rise in the floodplain water elevation on insurable structures, the Design-Build Team shall employ qualified, competent personnel who are currently **approved by the NCDOT Right of Way Branch,** herein after referred to as the Department, to provide all services necessary to perform all appraisal (except appraisal review), negotiation and relocation services required for all right of way 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. For a list of firms currently approved, the Design-Build Team should contact Mr. Neal Strickland, in the NCDOT Right of Way Branch, at 919-707-4364. The Design-Build Team shall perform the services as set forth herein and furnish and deliver to the Department reports accompanied by all documents necessary for the settlement of claims and the recordation of deeds, or necessary for condemnation proceedings covering said properties. The Design-Build Team, acting as an agent on behalf of the State of North Carolina shall provide right of way acquisition services for all bridge replacement sites.

Acquisition services required ouside 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 2012 *Standard Specifications for Roads and Structures*.

The Design-Build Team shall carry out the responsibilities as follows:

- With respect to the payments, costs and fees associated with the acquisition of right of way in this contract, 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 Department's Right of Way Manual.

- The Design-Build Team shall prepare all Final Condemnation Reports.

- The following shall be required:
    - The Design-Build Team shall prepare, execute and record documents conveying title to acquired properties to the Department with the Register of Deeds
    - The Design-Build Team shall deliver all executed and recorded deeds and easements to the Department.
    - For all property purchased in conjunction with the project, title shall be acquired in fee simple or easement and shall be conveyed to "The North Carolina Department of Transportation", free and clear of all liens and encumbrances except permitted encumbrances.

- It is understood and agreed by and between the parties hereto that all reports, surveys, studies, specifications, memoranda, estimates, etc., secured by and for the Design-Build Team shall become and remain the sole property of the Department upon termination or completion of the work, and the Department shall have the right to use same for any public purpose without compensation to the Design-Build Team.

- The Design-Build Team shall prepare appraisals in accordance with the Department's *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions*. The Design-Build Team's appraiser shall be on the Department's approved state certified appraiser list. The Design-Build Team may request its state certified appraiser be added to the approved state certified appraiser list, subject to approval by the Department's State Appraiser.

- The Design-Build Team shall provide two apprisals for all appraisals over $1,000,000.00.

- 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-compensible items or exclude any compensible 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 10 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 Design-Build Team shall provide a right of way certification prior to entering the property.

- The Design-Build Team shall prepare Value Findings and / or Narrative Appraisals for all right of way and easement acquisitions.

Claims Less Than $25,000

For claims with compensation estimated to be less than $25,000 with no damages, the Design-Build Negotiating Team's Project Manager may prepare Right of Way Claim Reports. The reports must be approved by the Division Right of Way Agent and must be accompanied by documentation showing the source of the estimates.

Specific Requirements at Bridge Nos. 380142, 380224, and 900085

At Bridge Nos. 380142, 380224, and 900085, any additional right of way needs will require a special right of way agreement with the USACE which is anticipated to take six months to acquire. The Department will be responsible for all coordination with USACE through Ms. Betty Yancey of the NCDOT Right of Way Unit. The six months shall begin once the Design-Build Team has received final right of way plan approval.

If additional right of way or easements are needed at these location, the Design-Build Team shall be responsible for flagging right of way limits at the bridge site immediately following approval of the final right of way plans.

In addition, any utility relocations at this bridge site, regardless of location, will require a new easement permit with the USACE.

UTILITIES COORDINATION SCOPE OF WORK (2-1-12)

The Design-Build Team shall obtain the services of a Private Engineering Firm (PEF) knowledgeable in the NCDOT Utility Coordination Process involved with utility relocation / installation and highway construction. The Design-Build Team shall be responsible for coordinating all utility relocations, removals, and / or adjustments where the Design-Build Team and Utility Company, 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.

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.

Cost Responsibility

The Design-Build Team shall be responsible for relocating water and sewer facilities that have prior rights or other compensable interest; however the cost of relocating these facilities, as well as any necessary design and permitting for these utilities, will be paid for as Extra Work in accordance with Article 104-8(A) of the Standard Specifications. The NCDOT will be responsible for all other non-betterment utility relocation cost when the utility company has prior rights of way / compensable interest. The utility company shall be responsible for the relocation costs if they can not furnish evidence of prior rights of way or a compensable interest in their facilities. The Design-Build Team shall be responsible for determining the cost responsibility 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.

Water and Sewer

If the Design-Build Team's design and / or construction require the relocation of existing water or sewer facilities, designs shall be coordinated with the NCDOT Utility Coordination Unit. 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 Department will be responsible for all permit fees.

Designs shall be coordinated with the NCDOT Utility Coordination Unit. The Design-Build Team shall be responsible for submitting five (5) sets of 11 x 17 utility construction drawings to the State Utility Agent, via the Transportation Program Management Director, for further handling. Each set shall include a title sheet, plan sheets, profiles and special provisions if required. Once approved by the State Utility Agent, the plans, with the appropriate agreement, will be sent out to the County Water Departments for their review and concurrence.

The relocation of all water and sewer facilities shall be done in accordance with the NCDOT policies and the latest water and sewer design requirements / specifications of the appropriate Municipal, County or Water Authority. In the event of conflicting design parameters in the requirements noted above, the proposed design shall adhere to the most conservative values. The Design-Build Team may obtain the design requirements / specifications from the respective utility.

Utility Relocation Plans

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

The Design-Build Team shall submit (3) three copies of the Utility Relocation Plans to the NCDOT State Utility Agent, via the Transportation Program Management Director, for review and approval prior to relocation work beginning. The Design-Build Team shall also be responsible for submitting the appropriate agreements to be used with the Utility Relocation Plans (See Agreements found elsewhere in this scope of work). After the review process is complete, the NCDOT Utility Coordination Unit will submit one (1) copy of the Utility Relocation Plans, executed agreements and any necessary comments back to the Design-Build Team. The NCDOT Utility Coordination Unit will also submit a copy of the approved Utility Relocation Plans 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 company.

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 Governmental Agency or any other utility owner for proposed utility construction, in which the Agency / 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 Agency / Utility Owner agree on a plan and a lump sum estimated cost for the utility construction, the Design-Build Team shall be responsible for submitting five (5) sets of 11 x 17 utility construction drawings to the State Utility Agent, via the Transportation Program Management Director, for further handling. Each set shall include a title sheet, plan sheets, profiles and special provisions if required. Also, a letter from the Agency / Utility Owner agreeing to the plans and lump sum cost must accompany this package. The NCDOT will reimburse the Design-Build Team the estimated lump sum cost under a Supplemental Agreement. The necessary Utility Agreement to the Agency / Utility Owner for reimbursement shall be a two party agreement between the NCDOT and the Agency / Utility Owner; and will be developed and executed by the Department.

If the Design-Build Team is requested, in writing, by a utility company to relocate facilities not impacted by the project's construction, and / or upgrade or incorporate new facilities as part of the highway construction, designs shall be coordinated with the Utility Owner and NCDOT Utility Coordination Unit. The associated design and construction costs shall be negotiated and agreed upon between the Design-Build Team and the utility company. 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 (CATV)

The cost in relocating CATV due to the highway construction shall be the responsibility of the CATV Company; however, under the following conditions the Department shall bear the relocation expense:

(A) If the CATV Company can validate a recorded easement for facilities outside the maintained NCDOT rights of way.

(B) The adjustment is needed on existing utility poles to accommodate a proposed NCDOT Traffic Management System Fiber Optic Communication Cable Project.

The NCDOT will not permit CATV to place poles within the highway rights of way but will allow down guys for their facilities within the highway rights 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 rights of way then plans and encroachment agreements shall be required by the NCDOT.

Bridge Attachments

No attachment of utilities to bridges will be allowed.

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 company 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 Team's operations. In the event of interruption of any utilities by the project construction, the Design-Build Team shall promptly notify the proper authority (Utility Company) and cooperate with the authority in the prompt restoration of service.

If total property acquisition is unavoidable due to encroachment into wells and / or septic systems, then 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 construction shall be addressed in accordance with Article 104-7 of the Standard Specifications.

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 make arrangements to relocate water, sewer or gas facilities in which the entities are covered under General Statute 136-27.1 or 136-27.2 and/or occupy a compensable interest.

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*

(B) *Federal Aid Policy Guide* - Subchapter G, Part 645, Subparts A & B

(C) *Federal Highway Administration's Program Guide, Utility Adjustments & Accommodations on Federal Aid Highway Projects*

(D) *NCDOT Construction Manual* Section 105-8

(E) *NCDOT Right of Way Manual* - Chapter 16 Utility Relocations

(F) *NCDENR Public Water Supply* - Rules governing public water supply

(G) *NCDENR Division of Water Quality* - 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 cost with the utility company and develop the Utility Agreement.

The NCDOT State Utility Agent must execute approved agreements on Design-Build highway projects. The Utility Relocation Agreements (Cost Agreement) and encroachment agreements are available from the NCDOT Utility Coordination Unit. Reference Pages 59 and 60 of the *NCDOT Utility Manual on 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 be required to 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 rights of way.

(B) For **all** new utility installations within the existing or proposed highway rights of way. This includes all water, sewer and gas lines owned by entities covered under *General Statute 136-27.1* and *136-27.2.*

(C) In either case above, the Design-Build Team shall submit 5 copies of the encroachment plans plus 2 originals and 3 copies of the encroachment agreement to the NCDOT State Utility Agent, via the Transportation Program Management Director, for approval.

CONSTRUCTION ENGINEERING AND INSPECTION SCOPE OF WORK

The Design-Build team shall employ a private engineering firm to perform Construction Inspection for all work required under this contract. This private engineering firm is to be a separate entity, unaffiliated with the construction contractors or construction subcontractors; however, the private engineering firm who performs the design may also serve as the firm performing the Construction Engineering and Inspection services. Private engineering firms must be prequalified under the Department's normal prequalification procedures prior to bid submission. This Scope of Work describes and defines requirements for the construction inspection, materials sampling and testing, and technician level contract administration by the private engineering firm (commonly referred to as "Construction Engineering & Inspection" (CEI) firm) required for construction of this project.

I. General

A. The CEI firm shall be responsible for all construction inspection, field materials sampling and testing, and technician level contract administration for the construction of the project.

B. The CEI firm shall be responsible for all technician level construction administrative functions as defined in this scope of work and in accordance with the Department's Construction Manual and any other referenced manuals and processes.

C. The CEI firm shall utilize effective control procedures such that the construction of the project is performed in reasonably close conformity with the plans, specifications and contract provisions.

D. The CEI firm shall be responsible for providing qualified technical personnel in appropriate numbers at the proper times such that all contract administration responsibilities are effectively carried out. Qualified technicians shall have all NCDOT certifications necessary to perform the work required under this contract. It is the CEI Firms responsibility to provide, at all times, an appropriate number of employees to perform the necessary CEI work.

E. Work shall be performed in accordance with the established standard procedures and practices of the Department. The CEI firm shall be familiar with Departmental standard procedures and practices as set forth in the Construction Manual and associated manuals and with informal procedures and practices for construction contract administration used by the Department. This includes adhering to all safety policies and procedures established by the Department. Failure on the part of the CEI Firm to perform this work as expected will result in suspension of all work on the project until adequate inspection processes are in place.

F. Materials Inspection Sampling and Testing shall be performed in accordance with the NCDOT Minimum Sampling Guide. The Design-build team, either the CEI or

design firm, shall certify that the testing and sampling was conducted in accordance with the Minimum Sampling Guide and the project was constructed in accordance with the plans and specifications.

G. On projects that cross a FEMA stream and where required by the Conditional Letter of Map Revision (CLOMAR) and the subsequent Letter of Map Revision (LOMR), the Design-build team, either the CEI or design firm, shall certify that the structure(s) and roadway embankment were built as shown in the plans submitted with the FEMA compliance document, both horizontally and vertically. This certification shall be sealed by a North Carolina registered professional engineer. Any line or grade deviation from the original plans must be approved by the Hydraulic Engineer prior to construction.

H. The CEI firm will be responsible for ensuring that the NPDES reviews are conducted at the required frequency by properly trained and certified personnel.

I. The Resident Engineer & the Assistant Resident Engineer will be Department employees maintaining their traditional duties and responsibilities.

J. The Design-Build Team shall perform all quality control for the Quality Management System (QMS) for Asphalt Pavements in accordance with section 609 of the Standard Specifications. The CEI firm shall perform all density quality assurance for the QMS for asphalt pavements in accordance with Section 609 of the Standard Specifications. The CEI firm or any subcontracting CEI firm on this project is not allowed to perform both the quality control and quality assurance under the QMS for asphalt pavements specifications.

K. Lab testing for all materials where the Department's Materials and Tests Unit routinely performs these functions will continue to be performed by the Department. The CEI firm is responsible for delivery of samples to the appropriate lab.

L. MBE/WBE goals for this contract do not include participation by any CEI firms. Contract goals must be met utilizing highway construction contractors.

M. Upon completion of the project the CEI firm shall provide a certification that all materials sampling and testing has been conducted in accordance with NCDOT policies and procedures and that results of the tests indicate that materials incorporated in the construction work controlled by sampling and testing were in conformity with the plans and specifications. This certification shall be sealed by a North Carolina registered professional engineer.

II. Work Standards

A. It shall be the responsibility of the CEI firm to ensure that the project is constructed in reasonably close conformity with the plans, specifications, and contract provisions.

B. The CEI firm shall document any observed omissions, substitutions, defects, and deficiencies noted in the work, take corrective action necessary, and advise the Department accordingly.

C. The CEI firm shall**,** in a timely manner make normal and routine project decisions consistent with the Department policies and procedures and general guidance by the Department's Resident Engineer.

D. The CEI firm shall make and record such measurements as are necessary to assure that minimum sampling and testing requirements are being met and to calculate and document quantities for payment as required.

E. The CEI firm shall monitor on-site and off-site construction operations and inspect all materials entering into the work as required such that the quality of workmanship and materials is such that the project will be completed in reasonably close conformity with the plans, specifications, and other contract provisions. The CEI firm shall keep detailed, accurate records daily of construction operations and significant events that affect the work.

F. The standard procedures and practices of the Department for inspection of construction projects are set out in the Department's Construction Manual and the Minimum Sampling Guide. The CEI firm shall perform inspection, sampling and testing, and technician level contract administration in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

G. The CEI firm shall perform field sampling and testing of component materials as described in the Minimum Sampling Guide and completed work items such that the materials and workmanship incorporated into the project are in reasonably close conformity with the plans, specifications, and contract provisions. CEI firm personnel performing sampling and testing must have active NCDOT certifications for each test that is performed.

H. The CEI firm shall maintain, on a daily basis, a complete and accurate record of all activities and events relating to the project, including utility relocations, and a record of all construction work completed, including quantities of materials used and work accomplished in conformity with the Department's policies and procedures.

I. The CEI firm shall prepare inspector's daily reports of the construction operations in accordance with the Department's Construction Manual. These shall be forwarded to the Department's Resident Engineer on a daily basis**.**

J. The CEI firm shall maintain records of all sampling and testing accomplished and analyze such records required such that acceptability of materials and completed work items is determined. The CEI firm shall furnish records on a weekly basis to the Department's Resident Engineer for inclusion by the Resident Engineer into the HiCAMS computer system.

K. The CEI firm shall, at a minimum, each month prepare a comprehensive tabulation of the quantity of each work item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be submitted to the Department's Resident Engineer who shall prepare and submit the progress payment estimate.

L. The CEI firm shall provide timely interpretations of the plans, specifications, and contract provisions. The CEI firm shall consult with the Department's Resident Engineer when an interpretation involves complex issues or may impact the cost of performing the work or is known to be an area of dispute with the Design-Build Team.

M. The CEI firm shall monitor each construction operation to the extent necessary to determine whether construction activities violate the requirements of any permits. The CEI firm shall notify the Design-Build Team immediately of any violations or potential violations and require his immediate resolution of the problem. Permit violations shall be reported to the Department's Resident Engineer immediately.

N. The CEI firm shall inspect all traffic control devices and the safety related items each working day to ensure that all measures are properly installed and maintained. Checks should also be made after significant storms and/or high winds. Traffic control should match the appropriate work and/or conditions at all times and should be regulated by the CEI firm.

O. If ground disturbing activities are a part of this project, the CEI firm shall perform an erosion control inspection daily and/or after every significant rainfall event. The CEI firm shall inspect all erosion and sediment control measures at the end of each working day to ensure all measures have been properly installed or reinstalled if the measures were removed to perform the work. The list of deficiencies will be provided to the Department's Resident Engineer as well as the Design-Build Team's Project Manager. The CEI firm shall maintain an updated set of erosion control plans in accordance with Department policy.

III. Data and Services to be Furnished by the Department

A. The Department will furnish to the CEI firm Construction Manuals, Minimum Sampling Guides, Standard Specifications, project diaries, and any Departmental forms necessary for the performance of the Scope of Work.

B. All QMS asphalt lab Quality Assurance sampling and testing necessary for this project will be performed by the Department.

IV. Miscellaneous Provisions

A. The control and supervision of all phases of the Scope of Work performed by the CEI firm shall be under the direction of a Professional Engineer. The CEI firm shall assign at all times a staff of competent, qualified technicians adequate in number and experience to perform the described Scope of Work.

B. The CEI firm shall maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred on this project. The CEI firm is responsible for maintaining as-built plans during the construction and delivering a final set of as-built plans to the Resident Engineer upon completion of the project. The CEI firm shall also prepare the final estimate in accordance with Departmental policy for submittal to the Resident Engineer at the conclusion of the project. The CEI firm shall provide all of the project documentation to the Resident Engineer upon completion of the project.

C. Employees of the CEI firm or employees of any subconsultant for the CEI firm to provide inspection 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 CEI firm from the Department's list of prequalified Engineering Firms for Construction Engineering and Inspection.

D. The Department shall have the right to approve or reject any personnel, assigned to a project by the CEI firm.

V. Compensation

No direct compensation will be made for the work of "Construction Inspection" as this work is considered incidental to the various pay items included in the contract.

*** STANDARD SPECIAL PROVISIONS ***

PLANT AND PEST QUARANTINES
(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)
(3-18-03) 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, 919-733-6932, or **http://www.ncagr.com/plantind/** 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 or other noxious weeds.

GIFTS FROM VENDORS AND CONTRACTORS
(12-15-09) DB1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S.§ 133-32,* it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and

Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

(1) have a contract with a governmental agency; or
(2) have performed under such a contract within the past year; or
(3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(07-31-12) DB1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

BRIDGE APPROACH FILLS

(9-1-11) DB4 R01

Description

Bridge approach fills include bridge approach fills for sub regional tier bridges and reinforced bridge approach fills. Construct bridge approach fills in accordance with the contract and *Roadway Standard Drawings* No. 422.10 or 422.11. Define "geosynthetics" as geotextiles or geomembranes.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Anchor Pins	1056-2
Geotextiles	1056
Portland Cement Concrete	1000
Select Material	1016
Subsurface Drainage Materials	1044
Wire Staples	1060-8(D)

For bridge approach fills for sub regional tier bridges, provide Type 1 geotextile for filtration geotextiles. For reinforced bridge approach fills, provide Type 5 geotextile for geotextile reinforcement and Type 1 geotextile and No. 78M stone for drains. Use Class B concrete for concrete pads.

Use Class III or V select material for reinforced bridge approach fills and only Class V select material (standard size No. 78M stone) for bridge approach fills for sub regional tier bridges. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For drains and PVC pipes behind end bents, use pipes with perforations that meet AASHTO M 278.

Use PVC, HDPE or linear low density polyethylene (LLDPE) geomembranes for reinforced bridge approach fills. For PVC geomembranes, provide grade PVC30 geomembranes that meet ASTM D7176. For HDPE and LLDPE geomembranes, use geomembranes with a nominal thickness of at least 30 mils that meet Geosynthetic Research Institute Standard Specifications GM13 or GM17, respectively. Handle and store geomembranes in accordance with Article 1056-2 of the *Standard Specifications*. Provide material certifications for geomembranes in accordance with Article 1056-3 of the *Standard Specifications*.

Construction Methods

Excavate as necessary for bridge approach fills in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geomembranes or filtration geotextiles until excavation dimensions and foundation material are approved. Attach geomembranes and filtration geotextiles to end bent cap back and wing walls with adhesives, tapes or other approved methods. Glue or weld geomembrane seams to prevent leakage.

For reinforced bridge approach fills, place geotextile reinforcement within 3" of locations shown in Standard Drawing No. 422.10 and in slight tension free of kinks, folds, wrinkles or creases. Install geotextile reinforcement with the orientation, dimensions and number of layers shown in Standard Drawing No. 422.10. Place first layer of geotextile reinforcement directly on geomembranes with no void or material in between. Install geotextile reinforcement with the machine direction (MD) parallel to the roadway centerline. The MD is the direction of the length or long dimension of the geotextile roll. Do not splice or overlap geotextile reinforcement in the MD so seams are perpendicular to the roadway centerline. Wrap geotextile reinforcement at end bent cap back and wing walls as shown in Standard Drawing No. 422.10 and directed by the Engineer. Extend geotextile reinforcement at least 4 ft back behind end bent cap back and wing walls into select material.

Overlap adjacent geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geosynthetics.

For reinforced bridge approach fills, construct one foot square drains consisting of 4" diameter continuous perforated PVC pipes surrounded by No. 78M stone wrapped in Type 1 geotextiles. Install drains in accordance with Standard Drawing No. 422.10. For bridge approach fills for sub regional tier bridges, install 4" diameter continuous perforated PVC drain pipes in accordance with Standard Drawing No. 422.11.

Use solvent cement to connect PVC pipes so joints do not leak. Connect perforated pipes to outlet pipes just behind wing walls. Provide drain pipes and drains with positive drainage towards outlets. Place pipe sleeves in or under wing walls for outlet pipes so positive drainage is

maintained. Use sleeves that can withstand wing wall loads.

Place select material in 8" to 10" thick lifts. Use only hand operated compaction equipment to compact select material for bridge approach fills. Compact Class III select material in accordance with Subarticle 235-3(C) of the *Standard Specifications*. Compact No. 78M stone with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geosynthetics, drain pipes or drains when placing and compacting select material. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics, drain pipes or drains until they are covered with at least 8" of select material. Replace any damaged geosynthetics, drain pipes or drains to the satisfaction of the Engineer.

Cover open ends of outlet pipes with rodent screens as shown in Standard Drawing No. 815.03. Connect ends of outlet pipes to concrete pads or existing drainage structures as directed by the Engineer. Construct concrete pads with an Ordinary surface finish that meets Subarticle 825-6(B) of the *Standard Specifications*.

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12) 605 DB6 R01

Revise the *2012 Standard Specifications* as follows:

Page 6-3, Article 605-7 APPLICATION RATES AND TEMPERATURES, replace this article, including Table 601-1, with the following:

Apply tack coat uniformly across the existing surface at target application rates shown in Table 605-1.

TABLE 605-1
APPLICATION RATES FOR TACK COAT

Existing Surface	Target Rate (gal/sy)
	Emulsified Asphalt
New Asphalt	0.04 ± 0.01
Oxidized or Milled Asphalt	0.06 ± 0.01
Concrete	0.08 ± 0.01

Apply tack coat at a temperature within the ranges shown in Table 605-2. Tack coat shall not be overheated during storage, transport or at application.

TABLE 605-2
APPLICATION TEMPERATURE FOR TACK COAT

Asphalt Material	Temperature Range
Asphalt Binder, Grade PG 64-22	350 - 400°F
Emulsified Asphalt, Grade RS-1H	130 - 160°F
Emulsified Asphalt, Grade CRS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-1H	130 - 160°F
Emulsified Asphalt, Grade HFMS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-2	130 - 160°F

Page 6-18, Article 610-1 DESCRIPTION, lines 40-41, delete the last sentence of the last paragraph.

Page 6-19, Subarticle 610-3(A) Mix Design-General, line 5, add the following as the first paragraph:

Warm mix asphalt (WMA) is allowed for use at the Contractor's option in accordance with the NCDOT Approved Products List for WMA Technologies available at:

http://www.ncdot.org/doh/operations/materials/pdf/wma.pdf.

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

(6-07-12) DB6 R15

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

Asphalt Concrete Base Course	Type B 25.0_	4.4%
Asphalt Concrete Intermediate Course	Type I 19.0_	4.8%
Asphalt Concrete Surface Course	Type S 4.75A	6.8%
Asphalt Concrete Surface Course	Type SA-1	6.8%
Asphalt Concrete Surface Course	Type SF 9.5A	6.7%
Asphalt Concrete Surface Course	Type S 9.5_	6.0%
Asphalt Concrete Surface Course	Type S 12.5_	5.6%

The actual asphalt binder content will be established during construction by the CEI firm within the limits established in the *2012 Standard Specifications* or Project Special Provisions.

ASPHALT PLANT MIXTURES

(07-01-95) DB6 R20

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

SUBSURFACE DRAINAGE

(9-1-11) DB8 R05

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

Page 8-11, Article 815-1, Delete the first sentence and replace with the following:

The Design-Build Team shall construct subsurface drains, underdrains, blind drains and other types of drains where groundwater is within 6 feet of subgrade.

GUARDRAIL ANCHOR UNITS, TYPE 350 TL-2

(09-01-11) DB8 R64

Description

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2012 Standard Specifications*, and at locations shown in the plans.

Materials

The Contractor may at his option, furnish any one of the guardrail anchor units or approved equal.

Guardrail anchor unit (ET-Plus) manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

Road Systems, Inc.
3616 Old Howard County Airport
Big Spring, Texas 79720
Telephone: 915-263-2435

Prior to installation the Contractor shall submit to the Engineer:

(A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 2 in accordance with Section 106-2 of the *2012 Standard Specifications*.

(B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Section 105-2 of the *2012 Standard Specifications*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Section 1088-3 of the *2012 Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

GUARDRAIL ANCHOR UNITS, TYPE 350

(9-1-11) DB8 R65

Description

Furnish and install guardrail anchor units in accordance with the details in the plans as developed by the Design-Build Team, the applicable requirements of Section 862 of the 2012 *Standard Specifications for Roads and Structures*, and at locations shown in the plans.

Materials

The Design-Build Team may at his option, furnish any one of the guardrail anchor units or approved equal.

Guardrail anchor unit (ET-2000) as manufactured by:

TRINITY INDUSTRIES, INC.
2525 N. STEMMONS FREEWAY
DALLAS, TEXAS 75207
TELEPHONE: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

ROAD SYSTEMS, INC.
3616 OLD HOWARD COUNTY AIRPORT
BIG SPRING, TEXAS 79720
TELEPHONE: 915 263-2435

Prior to installation the Design-Build Team shall submit to the Engineer:

1. FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Section 106-2 of 2012 *Standard Specifications for Roads and Structures*.

2. Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Section 105-2 of the 2012 *Standard Specifications for Roads and Structures*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

Construction

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Section 1088-3 of the 2012

Standard Specifications for Roads and Structures and is incidental to the cost of the guardrail anchor unit.

PREFORMED SCOUR HOLE WITH LEVEL SPREADER APRON

(08-24-09) DB8 R105

Description

Construct and maintain preformed scour holes with spreader aprons at the locations shown on the plans and in accordance with the details in the plans. Work includes excavation, shaping and maintaining the hole and apron, furnishing and placing filter fabric, rip rap (class as specified in the plans) and permanent soil reinforcement matting.

Materials

Item	Section
Plain rip rap	1042
Filter Fabric	1056

The permanent soil reinforcement matting shall be permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three dimensional structure. The mat shall have the following minimum physical properties:

Property	*Test Method*	*Value Unit*
Light Penetration	ASTM D6567	9 %
Thickness	ASTM D6525	0.40 in
Mass Per Unit Area	ASTM D6566	0.55 lb/sy
Tensile Strength	ASTM D6818	385 lb/ft
Elongation (Maximum)	ASTM D6818	49 %
Resiliency	ASTM D1777	>70 %
UV Stability *	ASTM 4355	≥80 %
Porosity (Permanent Net)	ECTC Guidelines	≥85 %
Maximum Permissible Shear Stress (Vegetated)	Performance Bench Test	≥8.0 lb/ft^2
Maximum Allowable Velocity (Vegetated)	Performance Bench Test	≥16.0 ft/s

*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

A certification (Type 1, 2, or 3) from the manufacturer showing:

(A) the chemical and physical properties of the mat used, and

(B) conformance of the mat with this specification will be required.

Construction Methods

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

STREET SIGNS AND MARKERS AND ROUTE MARKERS

(07-01-95) DB9 R01

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Design-Build Team shall be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

MATERIALS:

(2-21-12) (Rev. 3-19-13) 1000, 1005, 1078, 1080, 1081, 1087, 1092 SP10 R01

Revise the *2012 Standard Specifications* as follows:

Page 10-1, Article 1000-1, DESCRIPTION, line 14, add the following:

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1
REQUIREMENTS FOR CONCRETE

Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non- Vibrated	
		Rounded Aggregate	Angular Aggre-gate	Rounded Aggregate	Angular Aggre-gate			Min.	Max.	Min.	Max.
Units	*psi*					*inch*	*inch*	*lb/cy*	*lb/cy*	*lb/cy*	*lb/cy*
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand Light-weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow-able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow-able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

TABLE 1005-1
AGGREGATE GRADATION - COARSE AGGREGATE

Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
	Percentage of Total by Weight Passing												
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	**A**	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	**A**	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	**A**	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	**A**	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	**A**	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	**A**	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	**A**	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	**A**	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	**A**	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	**A**	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12[B]	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12[B]	Maintenance Stabilization
Light-weight[C]	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

A. See Subarticle 1005-4(A).
B. See Subarticle 1005-4(B).
C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1078-1 REQUIREMENTS FOR CONCRETE		
Property	**28 Day Design Compressive Strength 6,000 psi or less**	**28 Day Design Compressive Strength greater than 6,000 psi**
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22, replace (B), (C) and (D) with the following:

(B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.

(C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.

(D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.

(E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives, delete this subarticle.

Page 10-179, Subarticle 1087-4(A) Composition, lines 39-41, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

Page 10-180, Subarticle 1087-4(B) Physical Characteristics, line 8, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

Page 10-181, Subarticle 1087-7(A) Intermixed and Drop-on Glass Beads, line 24, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace **Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A** with the following:

TABLE 1092-3
MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A
(Candelas Per Lux Per Square Meter)

Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	**120**	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

SHOULDER AND SLOPE BORROW:

(3-19-13) 1019 SP10 R10

Use soil in accordance with Section 1019 of the *2012 Standard Specifications*. Use soil consisting of loose, friable, sandy material with a PI greater than 6 and less than 25 and a pH ranging from 5.5 to 7.0.

Soil with a pH ranging from 4.0 to 5.5 will be accepted without further testing if additional limestone is provided in accordance with the application rates shown in Table 1019-1A. Soil type is identified during the soil analysis. Soils with a pH above 7.0 require acidic amendments to be added. Submit proposed acidic amendments to the Engineer for review and approval. Soils with a pH below 4.0 or that do not meet the PI requirements shall not be used.

TABLE 1019-1A
ADDITIONAL LIMESTONE APPLICATION RATE TO RAISE pH

pH TEST RESULT	Sandy Soils Additional Rate (lbs. / Acre)	Silt Loam Soils Additional Rate (lbs. / Acre)	Clay Loam Soils Additional Rate (lbs. / Acre)
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

Note: Limestone application rates shown in this table are in addition to the standard rate of 4000 lbs. / acre required for seeding and mulching.

SELECT MATERIAL, CLASS III, TYPE 3:

12-02-11 DB10 R005

Revise the *2012 Standard Specifications* as follows:

Page 10-39, Article 1016-3, CLASS III, add the following after line 14:

Type 3 Select Material

Type 3 select material is a natural or manufactured fine aggregate material meeting the following gradation requirements and as described in Sections 1005 and 1006:

Percentage of Total by Weight Passing							
3/8"	#4	#8	#16	#30	#50	#100	#200
100	95-100	65-100	35-95	15-75	5-35	0-25	0-8

Page 10-39, Article 1016-3, CLASS III, line 15, replace “either type” with “Type 1, Type 2 or Type 3”.

Page 10-62, Article 1044-1, line 36, delete the sentence and replace with the following:

Subdrain fine aggregate shall meet Class III select material, Type 1 or Type 3.

Page 10-63, Article 1044-2, line 2, delete the sentence and replace with the following:

Subdrain coarse aggregate shall meet Class V select material.

TEMPORARY SHORING

(5-13-12) 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. In addition, the Design-Build Team may elect to consider the use of standard shoring where appropriate. In such case, the Standard Shoring Project Special Provision, standard shoring selection forms, and Standard Temporary Shoring Drawings No. 1801.01 and/or 1801.02 will apply. The Standard Shoring provision can be found at:

www.ncdot.org/doh/preconstruct/highway/geotech/provnote/2012/

and the standard shoring selection forms and aforementioned drawings may be found at:

www.ncdot.org/doh/preconstruct/highway/geotech/formdet/2012/

Design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the contract and accepted submittals. Construct temporary shoring at locations shown in the plans developed by the Design-Build Team. Temporary shoring is 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 5 ft from the edge of pavement of an open travelway. This provision does not apply to pipe, inlet or utility installation unless noted otherwise in the plans.

Positive protection includes concrete barrier and temporary guardrail. Provide positive protection for temporary shoring at locations shown in the plans and as directed. Positive protection is required if temporary shoring is located in the clear zone in accordance with the *AASHTO Roadside Design Guide*.

(A) Cantilever and Braced Shoring

Cantilever shoring consists of steel sheet piles or H-piles with timber lagging. Braced shoring consists of sheet piles or H-piles with timber lagging and bracing such as beams, plates, walers, struts, rakers, etc. Define "piles" as sheet piles or H-piles.

(B) Anchored Shoring

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or multi-strand tendon with an anchorage. A helical anchor consists of a lead section with a central steel shaft and at least one helix steel plate followed by extensions with only

central shafts (no helixes) and an anchorage. Anchorages consist of steel bearing plates with washers and hex nuts for bars or steel wedge plates and wedges for strands. Use a prequalified Anchored Wall Contractor to install ground anchors. Define "anchors" as ground, helical or driven anchors.

(C) Temporary MSE Walls

Temporary MSE walls include temporary geosynthetic and wire walls. Define "temporary wall" as a temporary MSE wall. Define "reinforcement" as geotextile, geogrid, welded wire grid or metallic strip reinforcement.

Temporary geosynthetic walls consist of geotextile or geogrid reinforcement wrapped behind welded wire facing. Define "temporary geotextile wall" as a temporary geosynthetic wall with geotextile reinforcement and "temporary geogrid wall" as a temporary geosynthetic wall with geogrid reinforcement.

Temporary wire walls consist of welded wire grid or metallic strip reinforcement connected to welded wire facing. Define "Wire Wall Vendor" as the vendor supplying the temporary wire wall.

(D) Embedment

Define "embedment" for cantilever, braced and anchored shoring as the pile depth below the grade in front of shoring. Define "embedment" for temporary walls as the wall height below the grade in front of walls.

(E) Positive Protection

Define "unanchored or anchored portable concrete barrier" as portable concrete barrier (PCB) that meets *Roadway Standard Drawings* No. 1170.01. Define "concrete barrier" as unanchored or anchored PCB or an approved equal. Define "temporary guardrail" as temporary steel beam guardrail that meets *Roadway Standard Drawings* No. 862.02.

Materials

Refer to the 2012 *Standard Specifications for Roads and Structures*.

Item	Section
Anchor Pins	1056-2
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
Geotextiles	1056
Neat Cement Grout	1003
Portland Cement Concrete	1000
Select Material	1016
Steel Plates	1072-2
Steel Beam Guardrail Materials	862-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Welded Wire Reinforcement	1070-3

Wire Staples 1060-8(D)

Provide Type 6 material certifications for shoring materials. Use Class IV select material (standard size No. ABC) for temporary guardrail.

For drilled-in H-piles, use nonshrink neat cement grout or Class A concrete that meets Article 450-2 of the 2012 *Standard Specifications for Roads and Structures*. Provide concrete with a slump of 6" to 8". Use an approved high-range water reducer to achieve this slump.

Use untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging. Provide steel bracing that meets ASTM A36.

(A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

(B) Anchors

Store anchor materials on blocking a minimum of 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store anchor materials such that they are kept clean and free of damage. Damaged or deformed materials will be rejected.

(1) Ground Anchors

Use high-strength steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the 2012 *Standard Specifications for Roads and Structures*. Splice bars in accordance with Article 1070-9 of the 2012 *Standard Specifications for Roads and Structures*. Do not splice strands.

Provide bondbreakers, spacers and centralizers that meet Article 6.3.5 of the *AASHTO LRFD Bridge Construction Specifications*.

(2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Helical anchors without an ICC-ES report may be approved at the discretion of the Engineer. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

(3) Anchorages

Provide steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

(C) Temporary Walls

(1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g., bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

(2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with wide width tensile strengths at ultimate in accordance with the accepted submittals.

(3) Geogrid Reinforcement

Handle and store geogrids in accordance with Article 1056-2 of the 2012 *Standard Specifications for Roads and Structures*. Define "machine direction" (MD) and "cross-machine direction" (CD) for geogrids in accordance with ASTM D4439. Provide geogrids for geogrid reinforcement with short-term design strengths in accordance with the accepted submittals.

Use geogrids with a roll width of at least 4 ft and an "approved" or "approved for provisional use" status code. Geogrids are approved for short-term design strengths for a 3-year design life in the MD and CD based on material type. The list of approved geogrids with short-term design strengths is available from: www.ncdot.org/doh/operations/materials/soils/gep.html

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

If an approved geogrid does not list a short-term design strength in the MD for the shoring backfill used, do not use the geogrid for geogrid reinforcement. If an approved geogrid does not list a short-term design strength in the CD for the shoring backfill used, do not install the geogrid with the MD parallel to the wall face.

(4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded

wire grid reinforcement ("mesh", "mats" and "ladders") that meet Article 1070-3 of the 2012 *Standard Specifications for Roads and Structures* and metallic strip reinforcement ("straps") that meet ASTM A572 or A1011.

Preconstruction Requirements

(A) Concrete Barrier

Define "clear distance" behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. 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 is 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 4 ft, attach guardrail to traffic side of shoring as shown in the plans. 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 8 copies of working drawings and 3 copies of design calculations and a PDF copy of each for temporary shoring designs in accordance with Article 105-2 of the 2012 *Standard Specifications for Roads and Structures*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

Have cantilever and braced shoring designed, detailed and sealed by an engineer licensed in the state of North Carolina. Use a prequalified Anchored Wall Design Consultant to design anchored shoring. Provide anchored shoring designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for an Anchored Wall Design Consultant. Include details in anchored shoring working drawings of anchor locations and lock-off loads, unit grout/ground bond strengths for ground anchors or minimum installation torque and torsional strength rating for helical anchors and if necessary, obstructions extending through shoring or interfering with anchors. Include details in the anchored shoring construction sequence of pile and anchor installation, excavation and anchor testing.

Use a prequalified MSE Wall Design Consultant to design temporary walls. Provide temporary wall designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Wall Design Consultant. Include details in temporary

wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

(1) Soil Parameters

Design temporary shoring for the assumed soil parameters and groundwater elevations shown in the plans. Assume the following soil parameters for shoring backfill:

(a) Unit weight (γ) = 120 lb/cf;

(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 lb/sf.

(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 lb/sf if traffic will be above and within H of shoring. This traffic surcharge does 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 grout or concrete for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define "top of shoring" for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 lb/ft applied 18" above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. For anchored shoring designs, apply traffic impact load as horizontal load (P_{H1}) in accordance with Figure 3.11.6.3-2(a) of the AASHTO LRFD specifications.

Extend cantilever, braced and anchored shoring at least 32" above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least 6" above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of 3" if the horizontal distance to the closest edge of pavement or structure is less than H.

Otherwise, design shoring for a maximum deflection of 6". Design cantilever and braced shoring in accordance with the plans and *AASHTO Guide Design Specifications for Bridge Temporary Works*.

Design anchored shoring in accordance with the plans 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 5 ft behind the critical failure surface. Do not extend anchors beyond right-of-way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least 6" between obstructions and anchors.

(4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation geotextiles are required between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, separation geotextiles are also required between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Design temporary walls in accordance with the plans and Article 11.10 of the *AASHTO LRFD Bridge Design Specifications*. Embed temporary walls at least 18" except for walls on structures or rock as determined by the Engineer. Use a uniform reinforcement length throughout the wall height of at least 0.7H or 6 ft, whichever is greater. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate the reinforced zone outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid reinforcement, use approved geogrid properties available from the website shown elsewhere in this provision. Use geosynthetic properties for the direction reinforcement will be installed, a 3-year design life and the shoring backfill type in the reinforced zone.

Do not use more than 4 different reinforcement strengths for each temporary geosynthetic wall. Design temporary geotextile walls for a reinforcement coverage ratio (R_c) of 1.0 and temporary geogrid walls for an R_c of at least 0.8. For geogrid reinforcement with an R_c of less than 1.0, use a maximum horizontal clearance between geogrids of 3 ft and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use “L” shaped welded wire facing with 18" to

24" long legs. Locate geotextile or geogrid reinforcement so reinforcement layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least 3 ft 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 3 ft 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, schedule this meeting after all shoring submittals have been accepted. The Resident, District or Bridge Maintenance Engineer, Bridge or Roadway Construction Engineer, Geotechnical Operations Engineer, Contractor and Shoring Contractor Superintendent will attend this preconstruction meeting.

Construction Methods

Control drainage during construction in the vicinity of shoring. Direct run off away from shoring and shoring backfill. Contain and maintain backfill and protect material from erosion.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the 2012 *Standard Specifications for Roads and Structures* and Standard Drawing No. 1170.01. Use temporary guardrail in accordance with Section 862 of the 2012 *Standard Specifications for Roads and Structures* and Standard Drawing No. 862.01, 862.02 and 862.03.

(A) Tolerances

Construct shoring with the following tolerances:

(1) Horizontal wires of welded wire facing are level in all directions,

(2) Shoring location is within 6" of horizontal and vertical alignment shown in the accepted submittals, and

(3) Shoring plumbness (batter) is within 2° of vertical.

(B) Cantilever, Braced and Anchored Shoring Installation

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable,

timber lagging when shoring is no longer needed.

(1) Pile Installation

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the 2012 *Standard Specifications for Roads and Structures* except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with grout or concrete to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure grout or concrete at least 7 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 5 ft. Remove flowable fill and material in between H-piles as needed to install timber lagging. Position lagging with at least 3" of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

(3) Anchor Installation

If applicable, install foundations located behind anchored shoring before installing anchors. Fabricate and install ground anchors in accordance with the accepted submittals, Articles 6.4 and 6.5 of the *AASHTO LRFD Bridge Construction Specifications* and the following unless otherwise approved:

(a) Materials in accordance with this provision are 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.

Install helical anchors in accordance with the accepted submittals and Anchor Manufacturer's instructions. Measure torque during installation and do not exceed the torsional strength rating of the helical anchor. Attain the minimum required installation torque and penetration before terminating anchor installation. When replacing a helical anchor, embed last helix of the replacement anchor at least 3 helix plate diameters past the location of the first helix of the previous anchor.

(4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the *AASHTO LRFD Bridge Construction Specifications* except for the acceptance criteria in Article 6.5.5.5. For the AASHTO LRFD specifications, "ground anchor" refers to a ground or helical anchor and "tendon" refers to a bar, strand or shaft.

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

(i) For ground and helical anchors, total movement is less than 0.04" between the 1 and 10 minute readings or less than 0.08" between the 6 and 60 minute readings.

(ii) For ground anchors, total movement at maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.

(b) Anchor Test Results

Submit 2 copies of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored shoring design for acceptance and provide an acceptable anchor with the revised design or installation methods. If required, replace the anchor or provide additional anchors with the revised design or installation methods.

(C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans 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 with no negative batter (wall face leaning forward) so the wall position is as shown in the plans 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 and accepted submittals and cover geotextiles with at least 3" of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18" with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement within 3" of locations shown in the plans and accepted submittals and in slight tension free of kinks, folds, wrinkles or creases. Install reinforcement with the direction shown in the plans and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

Place shoring backfill in the reinforced zone in 8" to 10" thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the 2012 *Standard Specifications for Roads and Structures*. Use only hand operated compaction equipment to compact backfill within 3 ft of welded wire facing. At a distance greater than 3 ft, compact shoring backfill with at least 4 passes of an 8 ton to 10 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 is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the 2012 *Standard Specifications for Roads and Structures*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within 5 ft 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

(10-16-07) (Rev. 06-03-09) 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 must be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeymen 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.

Assessing 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. A sample agreement is available at **www.ncdot.org/business/ocs/ojt/**.

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 shall 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 NCDOL and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(9-1-11) Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

"(h) Amounts Encumbered – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c).* Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications."

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated January 2012 and as amended by the Standard Special Provision, Division One found elsewhere in this RFP.

***** STANDARD SPECIAL PROVISIONS *****

NCDOT GENERAL SEED SPECIFICATIONS FOR SEED QUALITY

(5-7-11) Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

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)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass
Bermudagrass
Browntop Millet
German Millet - Strain R
Clover - Red/White/Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue
Japanese Millet
Reed Canary Grass
Zoysia

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

(1-17-12) (Rev. 7-31-12) Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25".

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace "(4) Buffer Zone" with "(c) Buffer Zone"; **Line 12,** replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and **Line 33,** replace "(6) Approval" with "(4) Approval".

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace "sheet pile" with "reinforcement".

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace "30" with "45".

Page 6-10, line 42, Subarticle 609-6(C)(2), replace "Subarticle 609-6(E)" with "Subarticle 609-6(D)".

Page 6-11, Table 609-1 Control Limits, replace "Max. Spec. Limit" for the Target Source of $P_{0.075}/P_{be}$ Ratio with "1.0".

Page 6-40, Article 650-2 Materials, replace "Subarticle 1012-1(F)" with "Subarticle 1012-1(E)"

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace "50%" for the UV Stability (Retained Strength) of Type 5 geotextiles with "70%".

Division 12

Page 12-7, Table 1205-3, add "FOR THERMOPLASTIC" to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace "Table 1205-2" with "Table 1205-4".

Page 12-8, Table 1205-4 and 1205-5, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

Page 12-9, Subarticle 1205-6(B), line 21, replace "Table 1205-4" with "Table 1205-6".

Page 12-11, Subarticle 1205-8(C), line 25, replace "Table 1205-5" with "Table 1205-7".

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} \div 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete "may be performed concurrently or" and replace with "shall be performed".

Page 15-17, Subarticle 1540-3(E), line 27, delete "Type 1".

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace "1633.01" with "1631.01".

MINIMUM WAGES

(07-21-09) Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer must pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS ($7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS ($7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS ($7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS ($7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS ($7.25) per hour.

The determination of the intent of the application of these Acts to the project's contract shall be the Design-Build Team's responsibility.

The Design-Build Team shall have no claim against the Department of Transportation for any changes in the minimum wage laws, State or Federal. It is the responsibility of the Design-Build Team to be fully informed of all Federal and State Laws affecting the project's contract.

***** STANDARD SPECIAL PROVISIONS *****

(3-17-10)

DIVISION ONE OF STANDARD SPECIFICATIONS

Division One of the *2012 NCDOT Standard Specifications for Roads and Structures* (*Standard Specifications*) shall apply except as follows:

Definitions: Throughout Division One of the *Standard Specifications*, the term "Contractor" is replaced with "Design-Build Team", the term "Bidder" is replaced with "Proposer," and the term "Bid" is replaced by "Price Proposal." The replacement of "Contractor" with "Design-Build Team" does not apply to Article 102-2. The replacement of the above terms also does not apply when the terms are part of a phrase (e.g. bid bond, prime contractor, total amount bid, etc.)

Deletions: Articles 102-4, 102-8(B), 102-9(C)(2), 103-2(B), and 103-4(B) of the *Standard Specifications* are deleted from Design-Build Contracts.

Modifications: The remainder of this Standard Special Provision includes modifications to Division One of the *Standard Specifications*.

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 *Standard Specifications*.

CONTRACT

The executed agreement between the Department and the successful proposer, covering the performance of, and compensation for, the work. The term contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein. The contract shall include, but not be limited to, the Request for Proposals, the Technical Proposal, the Price Proposal, the printed contract form and attachments, contract bonds, plans and associated special provisions prepared by the Design-Build Team, standard specifications and supplemental specifications standard special provisions and project special provisions contained in the Request for Proposals or as developed by the Design-Build Team and

accepted by the Department, and all executed supplemental agreements. The contract shall constitute one instrument.

DATE OF AVAILABILITY

That date set forth in the Request for Proposals, by which it is anticipated that the Contract will be executed and sufficient design efforts or work sites within the project limits will be available for the Design-Build Team to begin his controlling operations or design.

DESIGN-BUILD

A form of contracting in which the successful proposer undertakes responsibility for both the design and construction of a project.

DESIGN-BUILD TEAM

An individual, partnership, joint venture, corporation or other legal entity that furnishes the necessary design and construction services, whether by itself or through subcontracts.

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:

Randy A. Garris, PE
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:

Final drawings prepared by the Design-Build Team, documenting the details and dimensions 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.

RIGHTOF 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.

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 Price Proposals are invited. It will set forth the date and time 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:

The Proposer is cautioned that details shown in the subsurface investigation report are preliminary only. The subsurface investigation and subsurface report, if provided, is done so for information purposes only.

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

The condition of the bid bond or bid deposit is: the Principal shall not withdraw its bid within 75 days after the submittal of the same, and if the Department shall award a contract to the Principal, the Principal shall within 14 calendar days after the notice of award is received by him, give payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work.

Page 1-18, Article 102-10, delete the end of the Article beginning with, and inclusive of, the 6th paragraph

Pages 1-19, delete Article 102-12 and replace with the following:

102-12 WITHDRAWAL OR REVISION OF BIDS

A Design-Build Team will not be permitted to withdraw its 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. 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.

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

Page 1-21, Subarticle 103-2(A), add items (6) and (7) as follows:

(6) **Discrepancy in the "Total Amount Bid" and the addition of the "Amount Bid" for each line Item**

In the case of the Total Amount Bid does not equal the summation of each Amount Bid for the line items, the summation of each Amount Bid for the line items shall be deemed to be the correct Total Amount Bid for the entire project.

(7) **Omitted Total Amount Bid –Amount Bid Completed**

If the Total Amount Bid is not completed and the Amount Bid for all line items is completed the Total Amount Bid shall be the summation of the Amount Bid for all line items.

Page 1-24, Subarticle 103-4(A), first paragraph, replace the 4th and 5th sentences with the following:

Where award is to be made, the notice of award will be issued within 75 days after the submittal of Price Proposals, except with the consent of the responsible Proposer with the lowest adjusted price the decision to award the contract to such bidder may be delayed for as long a time as may be agreed upon by the Department and such Proposer. In the absence of such agreement, the Proposer may withdraw his Price Proposal at the expiration of the 75 days without penalty if no notice of award has been issued.

Page 1-25, Article 103-6, delete the 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 1-26, delete Article 104-1 and replace with the following:

104-1 INTENT OF CONTRACT

The intent of the contract is to prescribe the work or improvements that the Design-Build Team undertakes to perform, in full compliance with the contract documents. In case the method of construction or character of any part of the work is not covered by the contract, this section shall apply. The Design-Build Team shall perform all work in accordance with the contract or as may be modified by written orders, and shall do such special, additional, extra, and incidental work as may be considered necessary to complete the work to the full intent of the contract. Unless otherwise provided elsewhere in the contract, the Design-Build Team shall furnish all implements, machinery, equipment, tools, materials, supplies, transportation, and labor necessary for the design, prosecution and completion of the work.

Page 1-26, Article 104-3, replace "plans or details of construction" with "contract" in all instances within this Article.

Page 1-35, Article 104-10, replace the first paragraph with the following:

104-10 MAINTENANCE OF THE PROJECT

The Design-Build Team shall maintain each bridge site within the site's construction limits from the date of beginning construction on that site until the site 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 7 consecutive calendar days of such inspection report.

Page 1-35, Article 104-10, add the following after the last paragraph:

The Design-Build Team will not be compensated for performance of weekly inspections and damage reports for the guardrail / guiderail. Other maintenance activities for existing guardrail / guiderail will be handled in accordance with Articles 104-7 and 104-8.

SECTION 105
CONTROL OF WORK

Pages 1-40, delete Article 105-2 and replace with the following:

105-2 PLANS AND WORKING DRAWINGS

All plans shall be supplemented by such approved working drawings as are necessary to adequately control the work. Working drawings furnished by the Design-Build Team and approved by the Engineer shall consist of such detailed drawings as may be required to adequately control the work. They may include stress sheets, shop drawings, erection drawings, falsework drawings, cofferdam drawings, bending diagrams for reinforcing steel, catalog cuts, or any other supplementary drawings or similar data required of the Design-Build Team. When working drawings are approved by the Engineer, such approval shall not operate to relieve the Design-Build Team of any of his responsibility under the contract for the successful completion of the work.

Changes on shop drawings after approval and/or distribution shall be subject to the approval of the Engineer and he shall be furnished a record of such changes.

Page 1-41, Article 105-3, add the following after the 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 1-41, delete Article 105-4 and replace with the following:

105-4 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS

The Request for Proposals, all construction Plans, the Standard Specifications, Supplemental Specifications and Special Provisions and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are complementary and describe and provide the complete contract.

In case of discrepancy or conflict, the order in which they govern shall be as follows:

(A) Request for Proposals, in which Project Special Provisions govern Standard Special Provisions

(B) Accepted Plans and Details from the Design-Build Team, or sealed plans provided by the Department, as applicable

(C) Standard Drawings

(D) Standard Specifications

Where dimensions on the plans are given or can be computed from other given dimensions they shall govern over scaled dimensions.

The Design-Build Team shall take no advantage of any error or omission in the plans, estimated quantities, or specifications. In the event the Design-Build Team discovers an error or omission, he shall immediately notify the Engineer.

Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

Page 1-44, delete Article 105-9 and replace with the following:

105-9 CONTRUCTION 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 he provides under this contract.

Page 1-47, Article 105-17, add the following after Bullet (F):

(G) When all work is satisfactorily completed at a given bridge site, that site will be accepted.

SECTION 106
CONTROL OF MATERIAL

Page 1-49, Article 106-2, add the following after the second paragraph:

Prior to beginning construction, the Design-Build Team shall provide a Table of Quantities as described in Article 101-3 of these specifications.

The Table of Quantities Work Items shall correspond to Pay Items as defined in the Standard Specifications. These Work Items have associated Materials and Conversion Factors. For non-standard Work Items, a Generic Work Item with the correct Unit of Measure and in an appropriate category will be used. For example, "GENERIC TRAFFIC CONTROL ITEM – EA" or "GENERIC RETAINING WALL ITEM – LF". For these Generic Work Items, Materials must be defined and appropriate conversion factors submitted.

An initial Table of Quantities shall be submitted no later than 30 calendar days after the date of award. The Table of Quantities shall be updated and resubmitted within 14 days of when a set of Plans is sealed as Release for Construction (RFC) Plans, and whenever there are substantial changes to the Quantities on previously incorporated RFC Plans.

Page 1-51, Article 106-6, add the following after the last paragraph:

For items normally pretested by the Department, the Design-Build Team shall provide a minimum of 30 days notice prior to the beginning of production of the items for this project along with final approved shop drawings.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Page 1-61, delete Article 107-18 and replace with the following:

107-18 FURNISHING RIGHT OF WAY

The responsibility for coordinating the securing of all necessary rights of way is as outlined in the Request for Proposals.

SECTION 108
PROSECUTION AND PROGRESS

Page 1-64. Article 108-2, replace the 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 1-64, Subarticle 108-2(A)(1), add the following:

(k) Utility relocation and construction

Page 1-65, Subarticle 108-2(A)(2), add the following:

(h) Critical design submittal dates

(i) Critical permitting dates

(j) Completion of right of way acquisition

(k) Completion of utility relocation and construction

Page 1-65, Article 108-2, add the following:

(D) The Design-Build Team shall provide a written narrative each month detailing the work and percentage of work completed, anticipated sequence of upcoming work (2 month forecast), controlling operation(s), intermediate completion dates, and milestones. If any milestones are exceeded or will not be achieved, the Design-Build Team shall provide in the written narrative details of the delay; controlling operation affected, impacts to other operations, revisions to future intermediate completion dates and milestones, and remedial action necessary to get the project back to the original completion date.

Page 1-65, delete Article 108-3 and replace with the following:

108-3 PRECONSTRUCTION AND PRE-DESIGN CONFERENCES

The selected Design-Build Team shall meet with the Engineer for a pre-design conference concerning the design phase of the work. This conference shall be held prior to the commencement of work, as it is determined according to Article 108-1, and will be scheduled by the Engineer. At the predesign conference, the Design-Build Team shall furnish authorized signature forms and a list of any proposed subcontractors associated with the design of the project.

A preconstruction conference shall be held at least 10 working days before construction activity begins. This second conference, concerning the construction phase, shall also be scheduled by the Engineer. The Design-Build Team shall give the Engineer a minimum of 45 days notice before he plans to begin construction activities. This will allow the Engineer time for any environmental agency representatives involved in the permitting process, as well as any other pertinent entities, to be scheduled to attend the preconstruction conference. If the Design-Build Team is responsible for utilities in accordance with Article 105-8 and the Request for Proposals, he shall be responsible for coordinating with the Engineer in scheduling their attendance and for notifying them. The Design-Build Team shall also be responsible for coordinating with the Engineer in scheduling the attendance of subcontractors and others deemed appropriate, and for notifying them.

At the preconstruction conference, a list of any proposed subcontractors and major material suppliers associated with the construction of the project will be submitted.

If the contract has a DBE requirement, the Design-Build Team shall submit copies of completed and signed DBE subcontracts, purchase orders, or invoices to the Department.

The Design-Build Team shall submit a traffic control plan in accordance with Article 1101-5 and the Request for Proposals. The Design-Build Team shall designate an employee who is competent and experienced in traffic control to implement and monitor the traffic control plan. The qualifications of the designated employee must be satisfactory to the Engineer.

The Design-Build Team shall submit a safety plan and designate an employee as Safety Supervisor.

Both plans shall be submitted at the preconstruction conference and must be satisfactory to the Engineer. Should the design plan include activities that would place personnel on the work site, traffic control and safety plans for those activities shall be submitted at the predesign conference.

During the preconstruction conference, the Engineer will designate a Department employee or employees who will be responsible to see that the traffic control plans and any alterations thereto are implemented and monitored to the end that traffic is carried through the work in an effective manner. If approved by the Engineer, the Design-Build Team may designate one employee to be responsible for both the traffic control and safety plans. The Design-Build Team shall not designate its superintendent as the responsible person for either the traffic control plan or the safety plan, unless approved by the Engineer.

If the project requires that Design-Build Team or State personnel work from falsework, within shoring, or in any other hazardous area the Design-Build Team shall submit, as part of the Design-Build Team's safety plan, specific measures it will use to ensure worker safety.

The Design-Build Team shall also submit a program for erosion control and pollution prevention on all projects involving clearing and grubbing, earthwork, structural work, or other construction, when such work is likely to create erosion or pollution problems.

If the Design-Build Team fails to provide the required submissions, the Engineer may order the preconstruction conference suspended until such time as they are furnished. Work shall not begin until the preconstruction conference has been concluded and the safety plan has been approved, unless authorized by the Engineer. The Design-Build Team shall not be entitled to additional compensation or an extension of contract time resulting from any delays due to such a suspension.

The Design-Build Team shall designate a qualified employee as Quality Control Manager. The Quality Control Manager shall be responsible for implementing and monitoring the quality control requirements of the project.

Page 1-65, Article 108-4, add the following sentence to the end of this article:

The Design-Build Team shall record the proceedings of these conferences and distribute the final minutes of the conferences to all attendees.

Page 1-65, Article 108-5, delete the first sentence of the second paragraph and delete the first word of the second sentence of the second paragraph.

Page 1-66, Article 108-6, replace “40%” with “30%” in the 1st paragraph.

Page 1-66, Article 108-6, replace “35%” with “25%” in the 2nd paragraph.

Pages 1-68, delete Article 108-8 and replace with the following:

108-8 FAILURE TO MAINTAIN SATISFACTORY PROGRESS

The Engineer will check the Design-Build Team’s progress at the time each partial pay request is received. The Design-Build Team’s progress may be considered as unsatisfactory if, according to the Progress schedule, the projected finish date for all work exceeds the scheduled finish date by more than 10%.

When the Design-Build Team's progress is found to be unsatisfactory as described above, the Engineer may make written demand of the Design-Build Team to state in writing the reason for the unsatisfactory progress and produce such supporting data as the Engineer may require or the Design-Build Team may desire to submit. The Engineer will consider the justifications submitted by the Design-Build Team and extensions of the completion date that have or may be allowed in accordance with Article 108-10(B) and as modified herein.

When the Design-Build Team cannot satisfactorily justify the unsatisfactory progress the Engineer may invoke one or more of the following sanctions:

1. Withhold anticipated liquidated damages from amounts currently due or which become due.
2. Remove the Design-Build Team and individual managing firms of the Design-Build Team and/or prequalified design firms from the Department's Prequalified Bidders List.

When any of the above sanctions have been invoked, they shall remain in effect until rescinded by the Engineer.

Page 1-71, Article 108-10(B), add the following as the first paragraph:

Only delays to activities which affect the completion date or intermediate contract date will be considered for an extension of contract time. No extensions will be granted until a delay occurs which impacts the project's critical path and extends the work beyond the contract completion date or intermediate completion date. Any extension to the completion date or intermediate contract date will be based on the number of calendar days the completion date or intermediate completion date is impacted as determined by the Engineer's analysis.

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

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

SECTION 109
MEASUREMENT AND PAYMENT

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

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

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

109-4 PARTIAL PAYMENTS

(A) **General:**

Partial payments will be based upon progress estimates prepared by the Engineer at least once each month on the date established by the Engineer. Partial payments may be made twice each month if in the judgment of the Engineer the amount of work performed is

sufficient to warrant such payment. No partial payment will be made when the total value of work performed since the last partial payment amounts to less than $10,000.00. Partial payments will be approximate only and will be subject to correction in the final estimate and payment.

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

When the contract includes lump sum items for portions of the work required by the contract, and the applicable section of the Specifications or Request for Proposals specify the means by which the total amount bid be included in the partial pay estimates, the Engineer will determine amounts due on the partial pay estimate in accordance with the applicable portion of the Specifications or Request for Proposals.

The Engineer will withhold an amount sufficient to cover anticipated liquidated damages as determined by the Engineer.

Page 1-82, Subarticle 109-5(D), delete the 4th and 5th paragraphs and replace with the following:

Partial payments will not be made on seed or any living or perishable plant materials.

Partial payment requests shall not be submitted by the Design-Build Team until those items requested have corresponding signed and sealed RFC plans accepted by the Department.

Pages 1-84, Article 109-10, add the following as bullets (E) and (F) under the 1st paragraph.

(E) As-constructed plans or other submittals as required by the Contract.

(F) Documents or guarantees to support any warranty provided by the Design Build Team.

County : Vance, Durham, Granville

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
			ROADWAY ITEMS			
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM DESIGN AND CONSTRUCTION FOR BRIDGES	Lump Sum	L.S.	
0003	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM DESIGN AND CONSTRUCTION OF CULVERT #310093	Lump Sum	L.S.	
0004	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM DESIGN AND CONSTRUCTION OF CULVERT #310118	Lump Sum	L.S.	
0005	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM END BENTS STRUCTURE #310085	2 EA		
0006	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM RIGHT OF WAY ACQUISITION	16 EA		
0007	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #1 STRUCTURE #310085	23 LF		
0008	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #2 STRUCTURE #310085	23 LF		
0009	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM BRIDGE LENGTH STRUCTURE #310085	85 LF		
			******* BEGIN SCHEDULE AA ******* ******* (2 ALTERNATES) *******			
0010 **AA1**	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM END BENTS STRUCTURE #310008	2 EA		
0011 **AA1**	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM INTERIOR BENT CAPS STRUCTURE #310008	2 EA		
0012 **AA1**	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #1 STRUCTURE #310008	16 LF		
0013 **AA1**	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #2 STRUCTURE #310008	13 LF		

County : Vance, Durham, Granville

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0014 AA1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT INTERIOR BENT #1 STRUCTURE #310008	25 LF		
0015 AA1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT INTERIOR BENT #2 STRUCTURE #310008	25 LF		
0016 AA1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM BRIDGE LENGTH STRUCTURE #310008	180 LF		
			*** OR ***			
0017 AA2	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM ALTERNATE LUMP SUM BID FOR BRIDGE #310008	Lump Sum	L.S.	
			***** END SCHEDULE AA *****			
			******* BEGIN SCHEDULE AB ******* ******* (2 ALTERNATES) *******			
0018 AB1	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM END BENTS STRUCTURE #380130	2 EA		
0019 AB1	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM INTERIOR BENT CAPS STRUCTURE #380130	2 EA		
0020 AB1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #1 STRUCTURE #380130	29 LF		
0021 AB1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #2 STRUCTURE #380130	30 LF		
0022 AB1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT INTERIOR BENT #1 STRUCTURE #380130	39 LF		
0023 AB1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT INTERIOR BENT #2 STRUCTURE #380130	39 LF		
0024 AB1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM BRIDGE LENGTH STRUCTURE #380130	150 LF		
			*** OR ***			

County : Vance, Durham, Granville

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0025 AB2	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM ALTERNATE LUMP SUM BID FOR BRIDGE #380130	Lump Sum	L.S.	

******* END SCHEDULE AB *******

********* BEGIN SCHEDULE AC *************** (2 ALTERNATES) ****************

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0026 AC1	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM END BENTS STRUCTURE #380142	2 EA		
0027 AC1	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM INTERIOR BENT CAPS STRUCTURE #380142	2 EA		
0028 AC1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #1 STRUCTURE #380142	21 LF		
0029 AC1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #2 STRUCTURE #380142	24 LF		
0030 AC1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT IN-TERIOR BENT #1 STRUCTURE #380142	33 LF		
0031 AC1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT IN-TERIOR BENT #2 STRUCTURE #380142	33 LF		
0032 AC1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM BRIDGE LENGTH STRUCTURE #380142	190 LF		

***** OR *****

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0033 AC2	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM ALTERNATE LUMP SUM BID FOR BRIDGE #380142	Lump Sum	L.S.	

******* END SCHEDULE AC *******

********* BEGIN SCHEDULE AD *************** (2 ALTERNATES) ****************

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0034 AD1	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM END BENTS STRUCTURE #380224	2 EA		

County : Vance, Durham, Granville

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035 AD1	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM INTERIOR BENT CAPS STRUCTURE #380224	2 EA		
0036 AD1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #1 STRUCTURE #380224	35 LF		
0037 AD1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #2 STRUCTURE #380224	28 LF		
0038 AD1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT IN-TERIOR BENT #1 STRUCTURE #380224	42 LF		
0039 AD1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT IN-TERIOR BENT #2 STRUCTURE #380224	42 LF		
0040 AD1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM BRIDGE LENGTH STRUCTURE #380224	210 LF		
			*** OR ***			
0041 AD2	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM ALTERNATE LUMP SUM BID FOR BRIDGE #380224	Lump Sum	L.S.	
			***** END SCHEDULE AD *****			
			******* BEGIN SCHEDULE AE ******* ******* (2 ALTERNATES) *******			
0042 AE1	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM END BENTS STRUCTURE #900085	2 EA		
0043 AE1	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM INTERIOR BENT CAPS STRUCTURE #900085	2 EA		
0044 AE1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #1 STRUCTURE #900085	27 LF		
0045 AE1	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT END BENT #2 STRUCTURE #900085	20 LF		

County : Vance, Durham, Granville

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0046 **AE1**	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT INTERIOR BENT #1 STRUCTURE #900085	33 LF		
0047 **AE1**	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM AVE FOUNDATION LENGTH AT INTERIOR BENT #2 STRUCTURE #900085	33 LF		
0048 **AE1**	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM BRIDGE LENGTH STRUCTURE #900085	130 LF		
			***** OR *****			
0049 **AE2**	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM ALTERNATE LUMP SUM BID FOR BRIDGE #900085	Lump Sum	L.S.	

******* END SCHEDULE AE *******

1508/Jan14/Q1625.0/D44320000/E49 **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 Aggregate for Cement Treated Base Course 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 Sand Asphalt Surface Course, Type F-1	Gal / Ton	2.90	_____ Tons
Portland Cement Concrete Pavement Concrete Shoulders Adjacent to Pavement	Gal / CY	0.98	_____ CY
Structural Concrete (Cast-in-Place Only)	Gal / CY	0.98	_____ CY

☐ 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 Price Proposal submitted.

Or

☐ The Design-Build Team elects not to pursue reimbursement for Fuel Price Adjustments on this project.

_____ _____
Signature, Title Dated

_____
Print Name, Title

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

Contract No. _____ **County** _____ **Firm** _____

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*.

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

Contract No. _____ **County** _____ **Firm** _____

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*.

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 $_____

** Dollar Volume of MBE Subcontractor $ _____

MBE Percentage of Total Construction Cost _____ %
(Including Right of Way Acquisition Costs)

** Dollar Volume of WBE Subcontractor $ _____

WBE Percentage of Total Construction Cost _____ %
(Including Right of Way Acquisition Services)

* 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.

** 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 _____ By _____

Secretary/Assistant Secretary
Select appropriate title

President/Vice President/Assistant Vice President
Select appropriate title

_____
Print or type Signer's name

_____
Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____, 20_____

_____
Signature of Notary Public
Of _____County
State of _____
My Commission Expires _____

NOTARY SEAL

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

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

_____
Full Name of Partnership

_____
Address as Prequalified

_____ By _____
Signature of Witness Signature of Partner

_____ _____
Print or type Signer's name Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
day of _____ 20_____.

_____
Signature of Notary Public

of _____County
State of _____
My Commission Expires:_____

NOTARY SEAL

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

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

_____
Full Name of Firm

_____
Address as Prequalified

_____ Signature of Witness	_____ Signature of Member/Manager/Authorized Agent *Select appropriate title*
_____ Print or type Signer's name	_____ Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

NOTARY SEAL

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTORS

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____
Address as prequalified

_____		_____
Signature of Witness or Attest	By	Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

_____
Address as prequalified

_____		_____
Signature of Witness or Attest	By	Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

_____
Address as prequalified

_____		_____
Signature of Witness or Attest	By	Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this
_____day of_____ 20___
_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

NOTARY SEAL
Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this
_____day of _____ 20___
_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

NOTARY SEAL
Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this
____day of _____ 20_____
_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Individual name

Trading and doing business as _____
Full name of Firm

_____
Address as Prequalified

_____ _____
Signature of Witness Signature of Contractor, Individually

_____ _____
Print or type Signer's name Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20__.

_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

NOTARY SEAL

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

_____
Address as Prequalified

_____
Signature of Contractor, Individually

_____
Print or type Signer's Name

_____
Signature of Witness

_____
Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20__.

_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

NOTARY SEAL

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.

2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal,* and *voluntarily excluded,* as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR* 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

Contract No **C 203273**

Counties: **Durham, Granville, and Vance**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Execution of Contract and Bonds
Approved as to Form:

Attorney General