

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

C204980

CONTRACT AND
CONTRACT BONDS
FOR CONTRACT NO. C204980

WBS 44108.3.1 STATE FUNDED

T.I.P NO. U-5536

COUNTY OF FORSYTH

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER LENGTH 1.130 MILES

LOCATION GREAT WAGON ROAD FROM SR-1001 (SHALLOWFORD ROAD) TO SR-1308
(LEWISVILLE-VIENNA ROAD).

CONTRACTOR BRANCH CIVIL INC

ADDRESS P.O. BOX 40004
ROANOKE, VA 24022

BIDS OPENED FEBRUARY 18, 2025

CONTRACT EXECUTION 03/14/2025

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

PROPOSAL

DATE AND TIME OF BID OPENING: **Feb 18, 2025 AT 02:00 PM**

CONTRACT ID C204980
WBS 44108.3.1

FEDERAL-AID NO. STATE FUNDED
COUNTY FORSYTH
T.I.P NO. U-5536
MILES 1.130
ROUTE NO.

LOCATION GREAT WAGON ROAD FROM SR-1001 (SHALLOWFORD ROAD) TO SR-1308 (LEWISVILLE-VIENNA ROAD).

TYPE OF WORK GRADING, DRAINAGE, PAVING, AND WALLS.

NOTICE:

ALL BIDDERS 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 BIDDER 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. BIDDERS 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. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C204980 IN FORSYTH COUNTY, NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C204980** has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the *2024 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete Contract No. **C204980** in **Forsyth County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2024* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, 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 over the signature of the said Contract Officer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Accompanying this bid is 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 Bidder 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 him, as provided in the *Standard Specifications*; otherwise said deposit will be returned to the Bidder.



State Contract Officer

Signed by:

Ronald Elton Davenport, Jr.

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01/15/2025

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PROJECT SPECIAL PROVISIONS**GENERAL****HAUL ROADS:**

(7-16-24)

105

SP1 G04

Revise the *Standard Specifications* as follows:

Page 1-45, Article 105-15 RESTRICTION OF LOAD LIMITS, line 31, add the following after second sentence of the second paragraph:

At least 30 days prior to use, the Contractor shall notify the Engineer of any public road proposed for use as a haul road for the project.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(8-15-00) (Rev. 5-16-23)

108

SP1 G08 A

The date of availability for this contract is **March 31, 2025 from the beginning of the project to -L- Sta. 45+00 (+/-) including -Y2-, -Y3-, -Y4-, -Y5- (at -RABT 2-), -Y9- and -Y10-, except March 15, 2026 for the remainder of the project**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **March 14, 2029**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Two Hundred Dollars (\$200.00)** per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 2-21-12)

108

SP1 G13 A

Except for that work required under the Project Special Provisions entitled *Planting, Reforestation* and/or *Permanent Vegetation Establishment*, included elsewhere in this proposal, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **March 31, 2025 from the beginning of the project to -L- Sta. 45+00 (+/-) including -Y2-, -Y3-, -Y4-, -Y5- (at -RABT 2-), -Y9- and -Y10-, except March 15, 2026 for the remainder of the project**.

The completion date for this intermediate contract time is **September 15, 2028**.

The liquidated damages for this intermediate contract time are **Two Thousand Dollars (\$2,000.00)** per calendar day.

Upon apparent completion of all the work required to be completed by this intermediate date, a final inspection will be held in accordance with Article 105-17 and upon acceptance, the Department will assume responsibility for the maintenance of all work except *Planting, Reforestation* and/or *Permanent Vegetation Establishment*. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway caused by his planting operations, whether occurring prior to or after placing traffic through the project.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **Any Road** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Friday, 7:00AM to 9:00AM and 4:00PM to 6:00PM

In addition, the Contractor shall not close or narrow a lane of traffic on **Any Road**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **7:00AM** December 31st and **6:00PM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **6:00PM** the following Tuesday.
3. For **Easter**, between the hours of **7:00AM** Thursday and **6:00PM** Monday.
4. For **Memorial Day**, between the hours of **7:00AM** Friday and **6:00PM** Tuesday.
5. For **Independence Day**, between the hours of **7:00AM** the day before Independence Day and **6:00PM** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **7:00AM** the Thursday before Independence Day and **6:00PM** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **7:00AM** Friday and **6:00PM** Tuesday.

7. For **Thanksgiving**, between the hours of **7:00AM** Tuesday and **6:00PM** Monday.
8. For **Christmas**, between the hours of **7:00AM** the Friday before the week of Christmas Day and **6:00PM** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Phase 2, Step #1** as shown on Sheet **TMP-1C** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **one hundred (100)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Five Hundred Dollars (\$ 1,500.00)** per calendar day. **The Liquidated Damages associated with Intermediate Contract Time #2 shall not apply to the work required of this intermediate contract time.**

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12)(Rev. 1-16-24)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

DELAY IN RIGHT OF ENTRY:

(7-1-95) (Rev. 7-15-14)

108

SP1 G22

The Contractor will not be allowed right of entry to the following parcel(s) prior to the listed date(s) unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
016	Lewisville Shopping Center	4-15-2025
031	Trust under the Will of Dorsey D. Stimson, Jr.	4-15-2025
031A	Dorsey D. Stimson, III, Trustee, ect.	4-15-2025

MAJOR CONTRACT ITEMS:

(2-19-02)(Rev. 1-16-24)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *Standard Specifications*):

Line #	Description
6	Borrow Excavation
100	8" Water Line
121	8" Sanitary Gravity Sewer

SPECIALTY ITEMS:

(7-1-95)(Rev. 1-16-24)

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the *Standard Specifications*).

Line #	Description
68	Fencing
72-76	Signing
87-91	Long-Life Pavement Markings
96-97	Lighting
98-131	Utility Construction
132-166	Erosion Control
167	Signals/ITS System

FUEL PRICE ADJUSTMENT:

(11-15-05)(Rev. 1-16-24)

109-8

SP1 G43

Page 1-82, Article 109-8, FUEL PRICE ADJUSTMENTS, add the following:

The base index price for DIESEL #2 FUEL is \$ **2.3148** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class _____	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form* is found at the following link:

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form%20-%20Starting%20Nov%202022%20Lettings.pdf>

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

STEEL PRICE ADJUSTMENT:

(4-19-22)(Rev. 12-20-22)

SP1 G47

Description and Purpose

Steel price adjustments will be made to the payments due the Contractor for items as defined herein that are permanently incorporated into the work, when the price of raw steel mill products utilized on the contract have fluctuated. The Department will adjust monthly progress payments up or down as appropriate for cost changes in steel according to this provision.

Eligible Items

The list of eligible bid items for steel price adjustment can be found on the Departments website at the following address:

<https://connect.ncdot.gov/letting/LetCentral/Eligible%20Bid%20Items%20for%20Steel%20Price%20Adjustment.xlsx>

Nuts, bolts, anchor bolts, rebar chairs, connecting bands and other miscellaneous hardware associated with these items shall not be included in the price adjustment.

Adjustments will only be made for fluctuations in the material cost of the steel used in the above products as specified in the Product Relationship Table below. The producing mill is defined as the source of steel product before any fabrication has occurred (e.g., coil, plate, rebar, hot rolled shapes, etc.). No adjustment will be made for changes in the cost of fabrication, coating, shipping, storage, etc.

No steel price adjustments will be made for any products manufactured from steel having an adjustment date, as defined by the Product Relationship Table below, prior to the letting date.

Bid Submittal Requirements

The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the completed Form SPA-1 to the Department (State Contract Officer or Division Contract Engineer) along with the payment bonds, performance bonds and contract execution signature sheets in a single submittal. If Form SPA-1 is not included in the same submittal as the payment bonds, performance bonds and contract execution signature sheets, the Contractor will not be eligible for any steel price adjustment for any item in the contract for the life of the contract. Form SPA-1 can be found on the Department's website at the following address:

<https://connect.ncdot.gov/letting/LetCentral/Form%20SPA-1.xlsm>

The Contractor shall provide Form SPA-1 listing the Contract Line Number, (with corresponding Item Number, Item Description, and Category) for the steel products they wish to have an adjustment calculated. Only the contract items corresponding to the list of eligible item numbers for steel price adjustment may be entered on Form SPA-1. The Contractor may choose to have steel price adjustment applied to any, all, or none of the eligible items. However, the Contractor's selection of items for steel price adjustment or non-selection (non-participation)

may not be changed once Form SPA-1 has been received by the Department. Items the Bidder chooses for steel price adjustment must be designated by writing the word “Yes” in the column titled “Option” by each Pay Item chosen for adjustment. Should the bidder elect an eligible steel price item, the entire quantity of the line item will be subject to the price adjustment for the duration of the Contract. The Bidder’s designations on Form SPA-1 must be written in ink or typed and signed by the Bidder (Prime Contractor) to be considered complete. Items not properly designated, designated with “No”, or left blank on the Bidder’s Form SPA-1 will automatically be removed from consideration for adjustment. No steel items will be eligible for steel price adjustment on this Project if the Bidder fails to return Form SPA-1 in accordance with this provision.

Establishing the Base Price

The Department will use a blend of monthly average prices as reported from the Fastmarkets platform to calculate the monthly adjustment indices (BI and MI). This data is typically available on the first day of the month for the preceding month. The indices will be calculated by the Department for the different categories found on the Product Relationship Table below. For item numbers that include multiple types of steel products, the category listed for that item number will be used for adjusting each steel component.

The bidding index for Category 1 Steel items is **\$ 35.63** per hundredweight.
 The bidding index for Category 2 Steel items is **\$ 43.18** per hundredweight.
 The bidding index for Category 3 Steel items is **\$ 60.49** per hundredweight.
 The bidding index for Category 4 Steel items is **\$ 36.65** per hundredweight.
 The bidding index for Category 5 Steel items is **\$ 48.19** per hundredweight.
 The bidding index for Category 6 Steel items is **\$ 45.33** per hundredweight.
 The bidding index for Category 7 Steel items is **\$ 38.89** per hundredweight.

The bidding index represents a selling price of steel based on Fastmarkets data for the month of **December 2024**.

- MI = Monthly Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.
- BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

<i>Product Relationship Table</i>			
<i>Steel Product (Title)</i>	BI, MI*	Adjustment Date for MI	Category
Reinforcing Steel, Bridge Deck, and SIP Forms	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	1
Structural Steel and Encasement Pipe	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	2
Steel H-Piles, Soldier Pile Walls	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	3
Guardrail Items and Pipe	Based on one or more	Material Received Date**	4

Piles	Fastmarkets indices		
Fence Items	Based on one or more Fastmarkets indices	Material Received Date**	5
Overhead Sign Assembly, Signal Poles, High Mount Standards	Based on one or more Fastmarkets indices	Material Received Date**	6
Prestressed Concrete Members	Based on one or more Fastmarkets indices	Cast Date of Member	7
* BI and MI are in converted units of Dollars per Hundredweight (\$/CWT)			
** Material Received Date is defined as the date the materials are received on the project site. If a material prepayment is made for a Category 4-6 item, the Adjustment Date to be used will be the date of the prepayment request instead of the Materials Received Date.			

Submit documentation to the Engineer for all items listed in the Contract for which the Contractor is requesting a steel price adjustment.

Submittal Requirements

The items in categories 1,2, and 3, shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by Project for inspection and audit verification immediately upon arrival at the fabricator.

Furnish the following documentation for all steel products to be incorporated into the work and documented on Form SPA-2, found on the Departments website at the following address:

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-2.xlsx>

Submit all documentation to the Engineer prior to incorporation of the steel into the completed work. The Department will withhold progress payments for the affected contract line item if the documentation is not provided and at the discretion of the Engineer the work is allowed to proceed. Progress payments will be made upon receipt of the delinquent documentation.

Step 1 (Form SPA -2)

Utilizing Form SPA-2, submit separate documentation packages for each line item from Form SPA-1 for which the Contractor opted for a steel price adjustment. For line items with multiple components of steel, each component should be listed separately. Label each SPA-2 documentation package with a unique number as described below.

- a. Documentation package number: (Insert the contract line-item) - (Insert sequential package number beginning with "1").

Example: 412 - 1,
412 - 2,
424 - 1,
424 - 2,
424 - 3, etc.

- b. The steel product quantity in pounds

- i. The following sources should be used, in declining order of precedence, to determine the weight of steel/iron, based on the Engineers decision:
 1. Department established weights of steel/iron by contract pay item per pay unit;
 2. Approved Shop Drawings;
 3. Verified Shipping Documents;
 4. Contract Plans;
 5. Standard Drawing Sheets;
 6. Industry Standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and
 7. Manufacture's data.
- ii. Any item requiring approved shop drawings shall have the weights of steel calculated and shown on the shop drawings or submitted and certified separately by the fabricator.
- c. The date the steel product, subject to adjustment, was shipped from the producing mill (Categories 1-3), received on the project (Categories 4-6), or casting date (Category 7).

Step 2 (Monthly Calculator Spreadsheet)

For each month, upon the incorporation of the steel product into the work, provide the Engineer the following:

- 1) Completed NCDOT Steel Price Adjustment Calculator Spreadsheet, summarizing all the steel submittal packages (Form SPA-2) actually incorporated into the completed work in the given month.
 - a. Contract Number
 - b. Bidding Index Reference Month
 - c. Contract Completion Date or Revised Completion Date
 - d. County, Route, and Project TIP information
 - e. Item Number
 - f. Line-Item Description
 - g. Submittal Number from Form SPA-2
 - h. Adjustment date
 - i. Pounds of Steel
- 2) An affidavit signed by the Contractor stating the documentation provided in the NCDOT Steel Price Adjustment Calculator Spreadsheet is true and accurate.

Price Adjustment Conditions

Download the Monthly Steel Adjustment Spreadsheet with the most current reference data from the Department's website each month at the following address:

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-3%20NCDOT%20Steel%20Price%20Adjustment%20Calculator.xlsx>

If the monthly Fastmarkets data is not available, the data for the most recent immediately preceding month will be used as the basis for adjustment.

Price Adjustment Calculations

The price adjustment will be determined by comparing the percentage of change in index value listed in the proposal (BI) to the monthly index value (MI). (See included sample examples). Weights and date of shipment must be documented as required herein. The final price adjustment dollar value will be determined by multiplying this percentage increase or decrease in the index by the represented quantity of steel incorporated into the work, and the established bidding index (BI) subject to the limitations herein.

Price increase/decrease will be computed as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where;

SPA = Steel price adjustment in dollars

MI = Monthly Shipping Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

Q = Quantity of steel, product, pounds actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

Calculations for price adjustment shall be shown separate from the monthly progress estimate and will not be included in the total cost of work for determination of progress or for extension of Contract time in accordance with Subarticle 108-10(B)(1).

Any apparent attempt to unbalance bids in favor of items subject to price adjustment may result in rejection of the bid proposal.

Adjustments will be paid or charged to the Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustments to the subcontractor who performed the applicable work.

Delays to the work caused by steel shortages may be justification for a Contract time extension but will not constitute grounds for claims for standby equipment, extended office overhead, or other costs associated with such delays.

If an increase in the steel material price is anticipated to exceed 50% of the original quoted price, the contractor must notify the Department within 7 days prior to purchasing the material. Upon receipt of such notification, the Department will direct the Contractor to either (1) proceed with the work or (2) suspend the work and explore the use of alternate options.

If the decrease in the steel material exceeds 50% of the original quoted price, the contractor may submit to the Department additional market index information specific to the item in question to dispute the decrease. The Department will review this information and determine if the decrease is warranted.

When the steel product adjustment date, as defined in the Product Relationship Table, is after the approved contract completion date, the steel price adjustments will be based on the lesser value of either the MI for the month of the approved contract completion date or the MI for the actual adjustment date.

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will be made to the price adjustment previously calculated. The adjustment will be based on the same indices used to calculate the price adjustment which is being revised. If the adjustment date of the revised material quantity cannot be determined, the adjustment for the quantity in question, will be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to adjustment, that was incorporated into the particular item of work, for which quantities are being finalized.

Example: Structural steel for a particular bridge was provided for in three different shipments with each having a different mill shipping date. The quantity of structural steel actually used for the bridge was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the plans of the final quantity of structural steel used for the bridge. The quantity to be adjusted cannot be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of structural steel represented by the last initial structural steel documentation package submission. The package used will be the one with the greatest sequential number.

Extra Work/Force Account:

When steel products, as specified herein, are added to the contract as extra work, in accordance with the provisions of Article 104-7 or 104-3, the Engineer will determine and specify in the supplemental agreement, the need for application of steel price adjustments on a case-by-case basis. No steel price adjustments will be made for any products manufactured from steel having an adjustment date prior to the supplemental agreement execution date. Price adjustments will be made as provided herein, except the Bidding Index will be based on the month in which the supplemental agreement pricing was executed.

For work performed on force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, will be considered to include full compensation for the current cost of steel and no steel price adjustments will be made.

Examples Form SPA-2**Steel Price Adjustment Submission Form**Contract Number C203394 Bid Reference Month January 2019Submittal Date 8/31/2019Contract Line Item 237Line Item Description APPROX....LBS Structural SteelSequential Submittal
Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Structural Steel	Structure 3, Spans A-C	1,200,000	May 4, 2020
ABC distributing	Various channel & angle shapes	Structure 3 Spans A-C	35,000	July 14, 2020
		Total Pounds of Steel	1,235,000	

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name

Signature

Examples Form SPA-2**Steel Price Adjustment Submission Form**Contract Number C203394 Bid Reference Month January 2019Submittal Date August 31, 2019Contract Line Item 237Line Item Description SUPPORT, OVRHD SIGN STR -DFEB – STA 36+00Sequential Submittal
Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Tubular Steel (Vertical legs)	<u>-DFEB – STA 36+00</u>	12000	December 11, 2021
PDQ Mill	4" Tubular steel (Horizontal legs)	<u>-DFEB – STA 36+00</u>	5900	December 11, 2021
ABC distributing	Various channel & angle shapes (see quote)	<u>-DFEB – STA 36+00</u>	1300	December 11, 2021
	Catwalk assembly	<u>-DFEB – STA 36+00</u>	2000	December 11, 2021
Nucor	Flat plate	<u>-DFEB – STA 36+00</u>	650	December 11, 2021
		Total Pounds of Steel	21,850	

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name

Signature

Price Adjustment Sample Calculation (increase)

Project bid on September 17, 2019

Line Item 635 "Structural Steel" has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was \$36.12/CWT = BI

450,000 lbs. of Structural Steel for Structure 2 at Station 44+08.60 were shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Structural Steel (Category 2) for May 2021 was \$64.89/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$36.12 / \text{CWT}$$

$$\text{MI} = \$64.89 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$64.89 / \$36.12 - 1) = (1.79651 - 1) = 0.79651162791$$

$$\text{Q} = 450,000 \text{ lbs.}$$

$$\text{SPA} = 0.79651162791 \times \$36.12 \times (450,000 / 100)$$

$$\text{SPA} = 0.79651162791 * \$36.12 * 4,500$$

$$\text{SPA} = \$129,465 \text{ pay adjustment to Contractor for Structural Steel (Structure 2 at Station 44+08.60)}$$

Price Adjustment Sample Calculation (decrease)

Project bid on December 18, 2018

Line Item 635 Structural Steel has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was \$46.72/CWT = BI

600,000 lbs. of Structural Steel for Structure 1 at Station 22+57.68 were shipped to fabricator from the producing mill in same month, August 2020.

Monthly Index for Structural Steel (Category 2) for August 2020 was \$27.03/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$46.72 / \text{CWT}$$

$$\text{MI} = \$27.03 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$27.03 / \$46.72 - 1) = (0.57855 - 1) = -0.421446917808$$

$$\text{Q} = 600,000 \text{ lbs.}$$

$$\text{SPA} = -0.421446917808 * \$46.72 * (600,000 / 100)$$

$$\text{SPA} = -0.421446917808 * \$46.72 * 6,000$$

$$\text{SPA} = \$ 118,140.00 \text{ Credit to the Department for Structural Steel (Structure 1 at Station 22+57.68)}$$

Price Adjustment Sample Calculation (increase)

Project bid on July 16, 2020

Line Item 614 Reinforced Concrete Deck Slab has a plan quantity of 241974 lbs.

Bidding Index Reference Month was May 2020. Bidding Index for Reinforced Concrete Deck Slab (Category 1) in the proposal was \$29.21/CWT = BI

51,621 lbs. of reinforcing steel and 52,311 lbs. of epoxy coated reinforcing steel for Structure 2 at Station 107+45.55 -L- was shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Reinforced Concrete Deck Slab (Category 1) for May 2021 was \$43.13/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$29.21 / \text{CWT}$$

$$\text{MI} = \$43.13 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$43.13 / \$29.21 - 1) = (1.47655 - 1) = 0.47654912701$$

$$\text{Q} = 103932 \text{ lbs.}$$

$$\text{SPA} = 0.47654912701 * \$29.21 * (103,932 / 100)$$

$$\text{SPA} = 0.47654912701 * \$29.21 * 1,039.32$$

SPA = \$14,467.33 Pay Adjustment to Contractor for Reinforced Concrete Deck Slab (Category 1) at Station 107+45.55 -L-

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08)(Rev. 7-16-24)

108-2

SP1 G58

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2025	(7/01/24 - 6/30/25)	12% of Total Amount Bid
2026	(7/01/25 - 6/30/26)	33% of Total Amount Bid
2027	(7/01/26 - 6/30/27)	31% of Total Amount Bid
2028	(7/01/27 - 6/30/28)	21% of Total Amount Bid
2029	(7/01/28 - 6/30/29)	3% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)(Rev. 5-9-24)

102-15(J)

SP1 G66

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 the Combined MBE /WBE Goal. No submittal of a Letter of Intent is required.

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

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

Contract Goal Requirement - The approved participation at time of award, but not greater than the advertised Combined MBE/WBE contract goal.

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

Manufacturer - A firm that owns (or leases) and operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor. A firm that makes minor modifications to the materials, supplies, articles, or equipment is not a manufacturer.

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

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

Regular Dealer - A firm that owns (or leases), and operates a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in sufficient quantities, 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, concrete or concrete products, gravel, stone, asphalt and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Any supplement of regular dealers' own distribution equipment shall be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.

Distributor - A firm that engages in the regular sale or lease of the items specified by the contract. A distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.

Replacement / Substitution - A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) MBE/WBE firm.

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

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

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

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

Forms and Websites Referenced in this Provision

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

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

RF-1 MBE/WBE Replacement Request Form - Form for replacing a committed MBE or WBE.
<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Form%20and%20Instructions.pdf>

SAF Subcontract Approval Form - Form required for approval to sublet the contract.
<https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.xlsm>

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.
<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet the Combined MBE/WBE goal. This form is for paper bids only.
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.
<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

DBE Regular Dealer/Distributor Affirmation Form – Form is used to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively of the cost of materials or supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 49 CFR 26.55 under the contract at issue. A Contractor will submit the completed form with the Letter of Intent.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form%20-%20USDOT%202024.pdf>

Combined MBE/WBE Goal

The Combined MBE/WBE Goal for this project is **6.0 %**

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

(A) Minority Business Enterprises 3.0 %

- (1) *If the anticipated MBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above.
- (2) *If the anticipated MBE participation is zero*, the Contractor 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 3.0 %

- (1) *If the anticipated WBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above.
- (2) *If the anticipated WBE participation is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

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

Directory of Transportation Firms (Directory)

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

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

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the Combined MBE/WBE Goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal 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 bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of the electronic submittal file.

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

- (1) *If the Combined MBE/WBE Goal is more than zero,*
 - (a) Bidders, at the time the bid 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 bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.

- (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word “None” or the number “0.” This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
 - (c) The bidder 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 bid-letting, that MBE’s or WBE’s participation will not count towards achieving the Combined MBE/WBE Goal.
- (2) *If the Combined MBE/WBE Goal is zero*, entries on the *Listing of MBE and WBE Subcontractors* are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

MBE or WBE Prime Contractor

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

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

Written Documentation – Letter of Intent

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

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

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE Goal, or if the form is incomplete (i.e. both signatures are not

present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE Goal. If the lack of this participation drops the commitment below the Combined MBE/WBE Goal, the Contractor shall submit evidence of good faith efforts for the goal, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 10:00 a.m. on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

Banking MBE/WBE Credit

If the bid of the lowest responsive bidder exceeds \$500,000 and if the committed MBE/WBE participation submitted exceeds the algebraic sum of the Combined MBE /WBE Goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

When the apparent lowest responsive bidder fails to submit sufficient participation by MBE and WBE firms to meet the advertised goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the Combined MBE/WBE Goal as long as there are adequate funds available from the bidder's MBE and WBE bank accounts.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the Combined MBE/WBE Goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal.

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. on the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it would be due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day. If the Contractor cannot send the information electronically, then one complete set and 5 copies of this information shall be received under the same time constraints above.

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

Consideration of Good Faith Effort for Projects with a Combined MBE/WBE Goal More Than Zero

Adequate good faith efforts mean that the bidder 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 bidder 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 bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goals and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening 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 bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE Goal will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder'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 bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors 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 bidder'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 bids in the bidder'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 bidder.
- (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 bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the Combined MBE/WBE Goal.
- (2) The bidders' past performance in meeting the contract goal.
- (3) The performance of other bidders in meeting the advertised goal. For example, when the apparent successful bidder fails to meet the goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts

the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the advertised goal, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the Combined MBE/WBE Goal can be met or that an adequate good faith effort has been made to meet the advertised goal.

Non-Good Faith Appeal

The State Prequalification Engineer will notify the Contractor verbally and in writing of non-good faith. A Contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a Contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the State Prequalification Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal

(A) Participation

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

(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 anticipated MBE participation. The same holds true for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal requirement. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the MBE or WBE participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified

firms and there is no interest or availability, and they can get assistance from other certified firms, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE breakdown. 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.

(D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor 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.

(F) Manufacturer, Regular Dealer, Distributor

A Contractor may count toward its MBE/WBE requirement 40 percent of its expenditures for materials or supplies (including transportation costs) from a MBE/WBE distributor, 60 percent of its expenditures for materials or supplies (including transportation costs) from a MBE/WBE regular dealer and 100 percent of such expenditures obtained from a MBE/WBE manufacturer.

A Contractor may count toward its MBE/WBE requirement the following expenditures to MBE/WBE firms that are not manufacturers, regular dealers or distributors:

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

A Contractor will submit a completed *DBE Regular Dealer/Distributor Affirmation Form* with the Letter of Intent to the State Contractor Utilization Engineer or DBE@ncdot.gov. The State Contractor Utilization Engineer will make a preliminary assessment as to whether a MBE/WBE supplier has the demonstrated capacity to perform a commercially useful function (CUF) on a contract-by-contract basis *prior* to its participation.

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

The Contractor 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 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 performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(B) MBE/WBE Utilization in Trucking

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

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

effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.

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

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE subcontractor (or an approved substitute MBE or WBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE subcontractor or any portion of its work for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Contractor must give notice in writing both by certified mail and email to the MBE/WBE subcontractor, with a copy to the Engineer of its intent to request to terminate a MBE/WBE subcontractor or any portion of its work, and the reason for the request. The Contractor must give the MBE/WBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the MBE/WBE subcontractor objects to the intended termination/substitution, the MBE/WBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the MBE/WBE subcontractor.

A committed MBE/WBE subcontractor may only be terminated or any portion of its work after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. Good cause does not exist if the Contractor seeks to terminate a MBE/WBE or any portion of its work that it relied upon to obtain the contract so that the Contractor can self-perform the work for which the MBE/WBE was engaged, or so that the Contractor can substitute another MBE/WBE or non- MBE/WBE contractor after contract award. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1200 or applicable State law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract; and
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor.

The Contractor shall comply with the following for replacement of a committed MBE/WBE:

(A) Performance Related Replacement

When a committed MBE/WBE is terminated for good cause as stated above, an additional MBE/WBE that was submitted at the time of bid may be used to fulfill the MBE/WBE commitment to meet the Combined MBE/WBE Goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBE/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 Contractor 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 MBE/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 MBE/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
 - (b) A description of the information provided to MBE/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 MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(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 Contractor 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 but not the overall goal.
 - (i) If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract. The Department may continue to count participation equal to the remaining work performed by the decertified firm which will count toward the contract goal requirement and overall goal.
 - (ii) If the MBE/WBE's ineligibility is caused solely by its acquisition by or merger with a non- MBE/WBE during the performance of the contract. The Department may not continue to count the portion of the decertified firm's performance on the contract remaining toward either the contract goal or the overall goal, even if the Contractor has executed a subcontract with the firm or the Department has executed a prime contract with the MBE/WBE that was later decertified.
- (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

Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*DBE Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

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 Contractor 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 Contractor'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 Contractor 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 Contractor shall seek participation by MBEs/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor 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 Contractor 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 Contractor 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 Contractor shall provide the Engineer with an accounting of payments made to all MBE/WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor 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 Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies 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 contractor and any affiliate companies from being approved for work on future DOT projects until the required information is submitted.

Contractors 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 Contractor 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 *Standard Specifications* may be cause to disqualify the Contractor.

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS **2 CFR, § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.

6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

SUBSURFACE INFORMATION:

(7-1-95)(Rev. 8-16-22)

450

SP1 G112 A

Subsurface information is available on the roadway portion of this project.

MAINTENANCE OF THE PROJECT:

(11-20-07)(Rev. 1-16-24)

104-10

SP1 G125

Revise the *Standard Specifications* as follows:

Page 1-35, Article 104-10 Maintenance of the Project, line 3, add the following after the first sentence of the first paragraph:

All guardrail/guiderail within the project limits shall be included in this maintenance.

Page 1-35, Article 104-10 MAINTENANCE OF THE PROJECT, line 8, add the following as the last sentence of the first paragraph:

The Contractor 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 MAINTENANCE OF THE PROJECT, lines 20-22, replace the last sentence of the last paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage

reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, 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 Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor'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 Contractor 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 Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor 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.

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

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (Rev. 5-16-06)

SP1 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.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev. 10-15-24)

105-16, 225-2, 16

SP1 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 Pollution 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 Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.
- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.

- (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor'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 Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces 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 operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d)

- listed for turbidity and the project has had documented problems managing turbidity.
- (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the 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 Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III 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 Designer* and notify the Engineer 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 to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA)*, *Notice of Violation (NOV)*, or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

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

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

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

A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

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

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. 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

All work described within this provision and the role of 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) (Rev. 1-16-24)

105-16, 230, 801

SP1 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 Contractor 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 Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents

natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

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

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

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at <https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/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 Contractor 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 Contractor may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the bid 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.

PROJECT SPECIAL PROVISIONS**ROADWAY****CLEARING AND GRUBBING - METHOD II:**

(9-17-02)(Rev. 3-19-24)

200

SP2 R02A

Perform clearing on this project to the limits established by Method - II shown on Standard Drawing No. 200.02 of the *Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do 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 this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

BUILDING REMOVAL:

(1-1-02) (Rev. 1-16-24)

215

SP2 R15 A

Remove the buildings, underground storage tanks and appurtenances listed below in accordance with Section 215 of the *Standard Specifications*:

Parcel 16 - SS 36+00.00 to SS 39+00.00, Lt. SL -L-
1 Story Brick and Block Business

Parcel 31 - SS 48+25.00 to SS 48+75.00, Rt, SL -L-
2 Story Block Business with Apartment

Parcel 31A - SS 48+50.00 to SS 49+00.00, Lt. SL -L-
1 Story Log Cabin

Parcel 31A - SS 49+00.00 to SS 49+50.00, Lt. SL -L-
1 Story Garage/Shop

LUMP SUM GRADING:

(8-17-10)(Rev. 1-16-24)

226

SP2 R16

Lump sum grading shall be performed in accordance with Section 226 Comprehensive Grading of the *Standard Specifications* except as follows:

Delete all references to **Section 230 Borrow Excavation (Item 0106)**.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)(Rev. 1-16-24)

235, 560

SP2 R45 A

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *Standard Specifications*.

Measurement and Payment

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *Standard Specifications* for *Borrow Excavation*.

MANUFACTURED QUARRY FINES IN EMBANKMENTS:

(01-17-17)(Rev. 4-16-24)

235

SP02 R72

Description

This specification addresses the use of manufactured quarry fines that are not classified as select materials. The specification allows the Contractor an option, with the approval of the Engineer, to use manufactured quarry fines (MQFs) in embankments as a substitute for conventional borrow material. Furnish and place geotextile for subgrade stabilization in accordance with the contract. Geotextile for subgrade stabilization is required to prevent pavement cracking and provide separation between the subgrade and pavement section at embankment locations where manufactured quarry fines are utilized and as directed by the Engineer.

Materials

Manufactured Quarry Fines.

Site specific approval of MQFs material will be required prior to beginning construction as detailed in the preconstruction requirements of this provision.

The following MQFs are unacceptable:

- (A) Frozen material,
- (B) Material with a maximum dry unit weight of less than 90 pounds per cubic foot when tested in accordance with AASHTO T 99 Method A or C.
- (C) Material with greater than 80% by weight Passing the #200 sieve

Collect and transport MQFs in a manner that will prevent nuisances and hazards to public health and safety. Moisture condition the MQFs as needed and transport in covered trucks to prevent dusting. If MQFs are blended with natural earth material, follow Borrow Criteria in Section 1018 of the *Standard Specifications*.

Preconstruction Requirements

When MQFs are to be used as a substitute for earth borrow material, request written approval from the Engineer at least ninety (90) days in advance of the intent to use MQFs and include the following details:

- (A) Description, purpose and location of project.
- (B) Estimated start and completion dates of project.
- (C) Estimated volume of MQFs to be used on project with specific locations and construction details of the placement.
- (D) The names, address, and contact information for the generator of the MQFs.
- (E) Physical location of the site at which the MQFs were generated.

The Engineer will forward this information to the State Materials Engineer for review and material approval.

Construction Methods

Place MQFs in the core of the embankment section with at least 4 feet of earth cover to the outside limits of the embankments or subgrade.

Construct embankments by placing MQFs in level uniform lifts with no more than a lift of 10 inches and compacted to at least a density of 95 percent as determined by test methods in AASHTO T 99, Determination of Maximum Dry Density and Optimum Moisture Content, Method A or C depending upon particle size of the product. Provide a moisture content at the time of compaction of within 4 percent of optimum but not greater than one percent above optimum as determined by AASHTO T 99, Method A or C.

In embankments where MQFs are incorporated, geotextile for subgrade stabilization shall be used. Refer to Article 505-2 of the *Standard Specifications* for geotextile type and Article 505-3 of the *Standard Specifications* for the geotextile construction methods.

Measurement and Payment

Borrow Excavation will be measured by truck volume and paid in cubic yards in accordance with Article 230-5 of the *Standard Specifications*. As an alternate weigh tickets can be provided and payment made by converting weight to cubic yards based on the verifiable unit weight. Where the pay item for *Borrow Excavation* is not included in the original contract then no separate payment will be made for this item and payment will be included in the lump sum price bid for *Grading*.

Geotextile for Subgrade Stabilization will be measured and paid in accordance with Article 505-4 of the *Standard Specifications*. When the pay item for *Geotextile for Subgrade Stabilization* is

not included in the original contract then no payment will be made for this item and will be considered incidental to the use of MQFs in embankment.

FLOWABLE FILL:

(9-17-02) (Rev. 1-16-24)

300, 340, 1000, 1530, 1540, 1550

SP3 R30

Description

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item

Flowable Fill

Section

1000-7

Construction Methods

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate. The Contractor shall provide a method to plug the ends of the existing pipe in order to contain the flowable fill.

Measurement and Payment

At locations where flowable fill is called for on the plans and a pay item for flowable fill is included in the contract, *Flowable Fill* will be measured in cubic yards and paid as the actual number of cubic yards that have been satisfactorily placed and accepted. Such price and payment will be full compensation for all work covered by this provision including, but not limited to, the mix design, furnishing, hauling, placing and containing the flowable fill.

Payment will be made under:

Pay Item

Flowable Fill

Pay Unit

Cubic Yard

CORRUGATED ALUMINUM ALLOY CULVERT PIPE:

(9-21-21)(Rev. 1-16-24)

305, 310

SP3 R34

Revise the *Standard Specifications* as follows:

Page 3-5, Article 305-2, MATERIALS, add the following after line 16:

Item

Waterborne Paint

Hot Bitumen

Section

1080-9

1081-3

Page 3-5, Article 305-3, CONSTRUCTION METHODS, add the following after line 26:

Coating must be applied to the aluminum when in contact with concrete. Immediately prior to coating, aluminum surfaces to be coated shall be cleaned by a method that will remove all dirt, oil, grease, chips, and other foreign substances. Aluminum to be coated shall be given one coat of suitable quality coating such as:

Approved waterborne paint (Section 1080-9)

Approved Hot Bitumen (Section 1081-3)

Other coating materials may be submitted to the Engineer for approval.

Page 3-7, Article 310-6, MEASUREMENT AND PAYMENT, lines 10-11, delete the fourth sentence and replace with the following:

Select bedding and backfill material and coating will be included in the cost of the installed pipe.

8" STAMPED CONCRETE TRUCK APRON WITH WIRE MESH:

(Rev. 1-16-24)

SPI 8-10c

Description

Construct 8" Stamped Concrete Truck Apron in accordance with Section 848 of the *Standard Specifications* as modified by the typical section in the plans and this provision.

Materials

Concrete shall be Class A Concrete meeting the requirements of Section 1000 of the *Standard Specifications*.

Concrete shall be dyed red and stamped to match as closely as possible to the town of Lewisville's existing aprons. The color and pattern shall be approved by the Engineer prior to the construction.

Wire mesh reinforcement shall be 4 x 4 – W3.5 x W3.5 welded wire fabric meeting the requirements of Section 1070 of the *Standard Specifications*.

Measurement and Payment

8" Stamped Concrete Truck Apron will be measured and paid for in square yards of 8" Stamped Concrete Truck Apron that have been completed and accepted. Such price and payment will be full compensation for all work of constructing the truck apron, including but not limited to excavating and backfilling, furnishing and placing tinted concrete, wire mesh, constructing joints and sealing.

Payment will be made under:

Pay Item

8" Stamped Concrete Truck Apron

Pay Unit

Square Yard

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)(Rev. 1-16-24)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is **\$ 558.75** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **January 1, 2025**.

FINAL SURFACE TESTING NOT REQUIRED:

(5-18-04) (Rev. 2-16-16)

610

SP6 R45

Final surface testing is not required on this project in accordance with Section 610-13, *Final Surface Testing and Acceptance*.

ALUMINUM PICKET FENCE:

(3-5-14)

SPI 8-41

Description

Construct aluminum picket fence that complies with the Plans and this provision.

Materials

See detail in the Plans for material requirements and use powder-coated black components.

Construction Methods

Construct the aluminum picket fence in accordance with the detail in the Plans. Clear and grub fence site in accordance with Subarticle 866-3(A) in the *Standard Specifications*.

Set and maintain all posts in a vertical position. Line posts may be hand set or set with a post driver. Thoroughly tamp all backfilled material if hand set. If power driven, remove and replace posts that are damaged by power driving.

Set posts in concrete anchors to maintain the position and alignment of the post when required in the plans or where dictated by soil conditions. Forms are not required for the concrete. Trowel the top of the concrete to a smooth finish and slope to drain away from the post. The concrete anchors require at least a 3 day curing period before any load is placed on the post.

Drive the posts at least 3 feet into the ground. Provide adequate protection to the post tops to prevent damage from the driving operations. Repair damage to the powder coated paint. Set posts in concrete anchors where soil conditions are such that the posts cannot be driven without deformation, or where soils are encountered that does not provide adequate in-ground stability.

Where rock or concrete pavement or slabs are encountered within the required depth where fence posts are to be erected, drill a hole in the rock or concrete of a diameter slightly larger than the

largest dimension of the post in the rock or concrete and grout in the post. The depth of post embedment shown in the plans will not be required and the post may be shortened as necessary, provided the post is embedded within the rock or concrete pavement or slab to a minimum depth of 12 inches.

Do not fabricate extra length posts by welding short sections of posts together.

Measurement and Payment

Aluminum Picket Fence will be measured and paid per linear foot of fence satisfactorily completed and accepted. All posts used for the aluminum picket fence are included in the price of the aluminum picket fence and will not be paid separately. Such price and payment shall be full compensation for all labor, materials and incidentals to complete the work.

Payment will be made under:

Pay Item

Aluminum Picket Fence

Pay Unit

Linear Foot

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

(11-21-00)(Rev. 1-16-24)

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-6 of the *Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *Standard Specifications*.

ELECTRONIC TICKETING SYSTEM:

(7-16-24)(Rev. 12-17-24)

1020

SP10 R20

Description

At the contractor's option, the use of an electronic ticketing system for reporting individual and cumulative asphalt material deliveries may be utilized on this project. At the preconstruction conference, the contractor shall notify the Engineer if they intend to utilize an electronic ticketing system for reporting individual and cumulative asphalt material deliveries to the project.

Electronic Ticketing Requirements

- a. The electronic ticketing system must be fully integrated with the load read-out system at the plant. The system shall be designed so data inputs from scales cannot be altered by either the Contractor or the Department.
- b. Material supplier must test to confirm that ticketing data can be shared from the originating system no less than 30 days prior to project start.

- c. After each truck is loaded, ticket data must be electronically captured, and ticket information uploaded via Application Programming Interface (API) to the Department.
- d. Obtain security token from NCDOT for access to E-Ticketing portal (to send tickets). To request a Security Key, fill out the below E-Ticketing Security Request Form: <https://forms.office.com/g/XnT7QeRtgt>
- e. Obtain API from NCDOT containing the required e-ticketing data fields and format. Download the API from the NCDOT E-ticketing Webpage: <https://connect.ncdot.gov/projects/construction/E-Ticketing/Pages/default.aspx>
- f. Provide all ticket information in real time and daily summaries to the Department's designated web portal. If the project contains locations with limited cellular service, an alternative course of action must be agreed upon.
- g. Electronic ticketing submissions must be sent between the Material Supplier and the Department.
- h. The electronic ticket shall contain the following information:

Date
Contract Number
Supplier Name
Contractor Name
Material
JMF
Gross Weight
Tare Weight
Net Weight
Load Number
Cumulative Weight
Truck Number
Weighmaster Certification
Weighmaster Expiration
Weighmaster Name
Facility Name
Plant Certification Number
Ticket Number
Hauling Firm (optional)
Voided Ticket Number (if necessary)
Original Ticket Number (if necessary)
Supplier Revision (If necessary)

The Contractor/supplier can use the electronic ticketing system of their choice to meet the requirements of this provision.

Measurement and Payment

No measurement or payment will be made for utilizing an electronic ticketing system as the cost of such shall be included in the contract price bid for the material being provided.

GLASS BEAD GRADATION FOR PAVEMENT MARKINGS:

(9-17-24)

1087

SP10 R87

Revise the *Standard Specifications* as follows:

Page 10-187, Subarticle 1087-4(C), Gradation & Roundness, after line 6, delete and replace Table 1087-2 with the following:

TABLE 1087-2		
GLASS BEAD GRADATION REQUIREMENTS		
Sieve Size	Gradation Requirements	
	Minimum	Maximum
Passing #20	100%	--
Retained on #30	5%	15%
Retained on #50	40%	80%
Retained on #80	15%	40%
Passing #80	0%	10%
Retained on #200	0%	5%

CONES:

(3-19-24)

1135

SP11 R35

Revise the *Standard Specifications* as follows:

Page 11-11, Article 1135-3 CONSTRUCTION METHODS, lines 19-20, delete the third sentence of the first paragraph, "Do not use cones in the upstream taper of lane or shoulder closures for multi-lane roadways."

FLAGGERS:

(12-17-24)

1150

SP11 R50

Revise Section 1150 of the *Standard Specification* as follows:

Page 11-13, Article 1150-1, DESCRIPTION, add the following after line 31:

Alternatively, at the discretion of the Contractor, the Contractor may furnish, install, place in operation, repair, maintain, relocate, and remove remotely controlled Automated Flagging Assistance Devices (AFAD) or Temporary Portable Traffic Signal units (PTS units) to assist, supplement, or replace human flaggers for one-lane, two-way traffic maintenance during construction in accordance with this provision and the *Standard Specifications*.

For the purpose of this provision, an "approach" refers to a single lane of traffic moving in one direction toward a point of control or work zone. Flaggers, AFAD and PTS units are only used to control one lane of approaching traffic in a specific direction.

Page 11-13, Article 1150-2, MATERIALS, add the following after line 34:

Provide documentation to the Engineer that the AFAD or PTS units meets or exceeds the requirements of this special provision and is on the NCDOT APL or ITS and Signals QPL.

(A) Automated Flagging Assistance Devices (AFAD)

(1) AFAD General

Cover the automated gate arm with Department approved Type VII, VIII or IX retroreflective sheeting of vertical alternating red and white stripes at 16 inch intervals measured horizontally. When the gate arm is in the down position the minimum vertical aspect of the arm and sheeting shall be 4 inches. The retroreflectorized sheeting shall be on both sides of the gate arm. With the AFAD parked or positioned 2 feet outside or in a location deemed acceptable for the lane being controlled, the gate arm shall reach at least to the center of the lane but shall not exceed the width of the lane being controlled.

Design the system to be fail-safe. Provide a conflict monitor, malfunction monitoring unit, or similar device that monitors for malfunctions and prevents the display of conflicting indications. This system shall be electronic and operated by remote control.

(2) AFAD Type I System: RED/YELLOW

Provide a Red/Yellow AFAD with at least one set of CIRCULAR RED and CIRCULAR YELLOW lenses in a vertical configuration that are 12 inches in diameter. The bottom of the housing (including brackets) shall be at least 7 feet (2.1 meters) above the pavement.

This system is required to have yellow 12 inch aluminum or polycarbonate vehicle signal heads with 10 inch tunnel visors, backplates, and Light Emitting Diode (LED) modules. Provide signal heads, backplates, and LED modules listed on the ITS and Signals QPL available on the Department's website.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the steady CIRCULAR RED lens is illuminated and then ascends to an upright position when the flashing CIRCULAR YELLOW lens is illuminated. The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the steady CIRCULAR RED lens is illuminated.

To stop traffic, the AFAD shall transition from the flashing CIRCULAR YELLOW lens by initiating a minimum 5 second steadily illuminated CIRCULAR YELLOW lens followed by the CIRCULAR RED lens.

Once the CIRCULAR RED lens is displayed, the system is to have a minimum 2 second delay between the time the steady CIRCULAR RED is displayed and the time the gate arm begins to lower. The maximum delay between CIRCULAR RED

and the time the gate arm lowers is 4 seconds. To permit stopped road users to proceed, the AFAD shall display the flashing CIRCULAR YELLOW lens and the gate arm shall be placed in the upright position.

Ensure the system monitors for a lack of yellow or red signal voltage, total loss of indication in any direction, presence of multiple indications on any approach and low power conditions.

Additional sets of CIRCULAR RED and CIRCULAR YELLOW lenses located over the roadway or on the left side of the approach and operated in unison with the primary set, may be used to improve visibility of the AFAD. If the set of lenses is located over any portion of the roadway that can be used by motor vehicles, the bottom of the housing (including brackets) shall be at least 15 feet (4.6 meters) above the pavement.

(3) AFAD Type II System: STOP/SLOW

Provide STOP/SLOW signs that are octagonal in shape, made of rigid material, and at least 36 inch x 36 inch in size. Letters shall be a minimum of 8 inches high. The STOP face shall have a red background with white letters and border.

The SLOW face shall be diamond shaped, orange, or yellow background with black letters and border. Cover both faces in a Department approved Type VII, VIII or IX retroreflective sheeting. The minimum mounting height for the sign faces shall be 7 feet above the pavement to the bottom of the sign.

The AFAD's STOP/SLOW signs shall be supplemented with active conspicuity devices by incorporating a stop beacon (red lens) and a warning beacon (yellow lens). The stop beacon shall be no more than 24 inches above the STOP face. Mount the warning beacon no more than 24 inches above or beside of the SLOW face. Except for the mounting locations, the beacons shall conform to the provisions of Chapter 4L of the MUTCD and have 12 inch signal lenses.

Strobe/flashing lights are an acceptable alternative to flashing beacons. If utilized, they shall be either white or red flashing lights located within the STOP face and white or yellow flashing lights within the SLOW face and conform to the provisions of Chapter 6D of the MUTCD. If used, the lens diameter shall be a minimum of 5 inches with a minimum height of 6 inches. Equip strobes/flashing lights for both dual and quad flash patterns.

Type B warning lights shall not be used in lieu of the beacons or the strobe lights.

The faces of the AFADs STOP/SLOW sign may include louvers. If louvers are used, design the louvers such that the aspect of the sign face to approaching traffic is a full sign face at a distance of 50 feet or greater.

A WAIT ON STOP (R1-7) sign and a GO ON SLOW (R1-8) sign shall be displayed to traffic approaching the AFAD. Position signs on the same support structure as the AFAD. Both signs shall have black legends and borders on white Type III sheeting backgrounds.

Each of these signs shall be rectangular in shape and be at least 24 inch x 30 inch size with letters at least 6 inches high.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the STOP face is displayed and then ascends to an upright position when the SLOW face is displayed.

The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the STOP face is displayed.

When approaching motorists are to proceed, display the SLOW face and the warning beacon or strobes are to flash on the AFAD. When approaching motorists are will be stopped, display the STOP face and the stop beacon or strobes are to flash on the AFAD.

To stop traffic, the AFAD will transition from the SLOW face to the STOP face by initiating a minimum 5 second change cycle. First, the warning beacon is to be steadily illuminated for the change cycle. If strobes are used in lieu of a warning beacon, they are to be placed in the quad flash pattern. At the end of the change cycle, the STOP face is to be displayed with the stop beacon flashing and the warning beacon or strobes are to stop flashing. Once the STOP face is displayed, the system is to have a minimum 2 second delay between the time the STOP face is displayed and the time the gate arm begins to lower. The maximum delay between the time the STOP face is displayed and the time the gate arm lowers is 4 seconds.

To permit stopped road users to proceed, the gate arm shall be placed in the upright position and the AFAD shall display the SLOW face and the warning beacon or strobes are to flash in the dual flash pattern.

Do not flash the stop beacon when the SLOW face is displayed, and do not flash the warning beacon when the STOP face is displayed.

(B) Portable Traffic Signals (PTS) Units

Provide PTS units with at least one set of CIRCULAR RED, CIRCULAR YELLOW, and CIRCULAR GREEN lenses in a vertical configuration that are 12 inch diameter aluminum or polycarbonate vehicle signal heads with 10 inch tunnel visors, backplates, and Light Emitting Diode (LED) modules. All signal heads, tunnel visors, and backplates shall be yellow in color.

The bottom of the housing (including brackets) shall be at least 7 feet above the pavement for single set units. Additional signal heads on units with more than one signal head shall be capable of extending over the travel lane.

Communication Requirements

All PTS units within the signal set up systems shall maintain communication at all times by either hardwire cable or wireless radio link communication. If the hardwire cable communication is utilized the communication cable shall be deployed in a manner that will not intrude in the direct work area of the project or obstruct vehicular and pedestrian traffic. Utilize radio communication with 900MHz frequency band and frequency hopping capability. The radio link communication system shall have a minimum range of 1 mile.

Fault Mode Requirements

Revert PTS units to a flashing red mode upon system default unless otherwise specified by the Engineer. Equip the PTS units with a remote monitoring system. Where cell communication availability exists, the remote monitoring system shall adhere to the remote monitoring system section of this provision.

Remote Monitoring System

The remote monitoring system (RMS) shall be capable of reporting signal location, battery voltage / battery history and system default. Provide a password protected website viewable from any computer with internet capability for the RMS. In the event of a system default, the RMS shall provide specific information concerning the cause of the system default (i.e. red lamp on signal number 1). Equip the RMS with a mechanism capable of immediately contacting a minimum of three previously designated individuals via text messaging and/or email upon a default.

The running program operating the PTS units shall be always available and viewable through the RMS website. Maintain a history of the RMS operating system in each signal including operating hours and events and the location of the PTS units.

Trailer / Cart

The AFAD and PTS units may be mounted on either a trailer or a moveable cart system.

Finish all exterior metal surfaces with Federal orange enamel per AMS-STD-595, color chip ID# 13538 or 12473 respectively with a minimum paint thickness of 2.5 mils (64 microns).

Design and test the AFAD or PTS units trailer / cart to withstand an 80 MPH wind load while in the operational position. Provide independent certification that the assembly meets the design wind load.

Equip the AFAD or PTS units with leveling jacks capable of stabilizing the unit in a horizontal position when located on slopes 6:1 or flatter.

Equip trailers in compliance with North Carolina Law governing motor vehicles and include a 12-volt trailer lighting system complying *with Federal Motor Carrier Safety Regulations 393*, safety chains and a minimum 2 inch ball hitch.

Provide a minimum 4 inch wide strip of fluorescent conspicuity sheeting retroreflective sheeting to the frame of the trailer. Apply the sheeting to all sides of the trailer. The sheeting shall meet the ASTM requirements of Type VII, VIII or IX.

Power System

Design the systems to operate both with and without an external power source. Furnish transmitters, generators, batteries, controls and all other components necessary to operate the device.

Provide equipment that is solar powered and supplemented with a battery backup system that includes a minimum 110/120 VAC powered on-board charging system capable of powering the unit for 7 continuous days with no solar power. Each unit shall also be capable of being powered by standard 110/120 VAC power sources, if applicable.

Locate batteries and electronic controls in a locked, weather and vandal resistant housings.

Page 11-14, Article 1150-3, CONSTRUCTION METHODS, add the following after line 11:

Flaggers shall have a path to escape an errant approaching vehicle at all times, unimpeded by barrier, guardrail, guiderail, parked vehicles, construction materials, slopes steeper than 2:1, or any other obstruction at all times. If an unimpeded path cannot be maintained, the Contractor shall use AFAD or PTS units in lieu of a flagger.

Provide documentation to the Engineer prior to deploying the device that the AFAD or PTS units operator(s) are qualified flagger(s) that have been properly trained through an NCDOT approved training agency or other NCDOT approved training provider and that the qualified flagger(s) have received manufacturer training to operate that specific device. This training shall include proper installation, remote control operation, central control systems and maintenance of the AFAD or PTS units. The training shall take place off the project site where training conditions are removed from live traffic. The documentation shall include the names of the authorized trainer, the trainees, the device on which they have been trained and the date of the training. Provide updated documentation to the Engineer prior to deploying any additional operators.

Install advance warning signs and operate AFADs in accordance with the attached detail drawings in this provision.

Install advance warning signs and operate PTS units in accordance with *NCDOT Roadway Standard Drawings* No. 1101.02, Sheet 17.

AFAD and PTS units shall only be used in situations where there is only one lane of approaching traffic in the direction to be controlled. **At no time shall an AFAD unit controlling traffic through the work area be placed in an autonomous mode and/or left unattended.**

Signal timing and operation of PTS units shall be field verified and accepted by the Engineer before use.

Use AFAD or PTS units in locations where queueing from the AFAD or PTS units will extend to within 150 feet of a signalized intersection or railroad crossing. Do not use AFAD and PTS units as a substitute for or a replacement for a continuously operating temporary traffic control signal as described in Section 6F.84 of the MUTCD.

If used at night, illuminate each AFAD or PTS units as described in Section 6D of the MUTCD.

Provide a complete AFAD or PTS units that is capable of being relocated as traffic conditions demand.

If AFADs or PTS units become inoperative, be prepared at all times to replace the unit with the same type and model of AFAD or PTS units, revert to human flagging operations or terminate all construction activities requiring the use of the AFAD or PTS units until the AFAD or PTS units become operative or qualified human flaggers are available.

When the work requiring the AFAD or PTS units is not pursued for 30 minutes or longer, power off each AFAD or PTS units. Remove the AFAD or PTS units from the travel lane and relocate to a minimum of 5 feet from the edge line. AFAD gate arms shall be in the upright position. Remove all traffic control devices from the road, place two cones by each AFAD or PTS units and all signs associated with the lane closure operation shall be removed or laid down. At the end of each workday, remove all AFADs or PTS units from the roadway and shoulder areas.

Ensure the system's wireless communication links continuously monitor and verify proper transmission and reception of data used to monitor and control each AFAD or PTS units. Ensure ambient mobile or other radio transmissions or adverse weather conditions do not affect the system.

In the event of a loss of communications, immediately display the flashing RED or STOP indication on all AFAD or PTS units.

AFAD Specific Construction Methods

The flagger/operator controlling the AFAD units shall be on the project site at all times. If multiple AFAD units are used, one AFAD unit shall be the Main AFAD unit and all other units shall be remote AFAD units. Ensure that each device meets the physical display and operational characteristics as specified in the MUTCD.

Multiple AFAD units may be controlled with **one** flagger/operator when the AFAD units meet each of the following requirements:

- (1) AFAD units are spaced no greater than the manufacturer's recommendations.
- (2) Both AFAD units can be seen at the same time from the flagger/operator's position, or the AFAD is operating on its own secure network with malfunction detection and notification to the flagger/operator.

(3) The flagger/operator has an unobstructed view of approaching traffic in both directions from the flagger/operator position or the AFAD is operating on its own secure network, with cameras that provide the flagger/operator an unobstructed view of approaching traffic from both directions. The flagger/operator may control the AFAD units from a pilot vehicle.

If any of the above requirements are not met, flagger/operator control each AFAD unit.

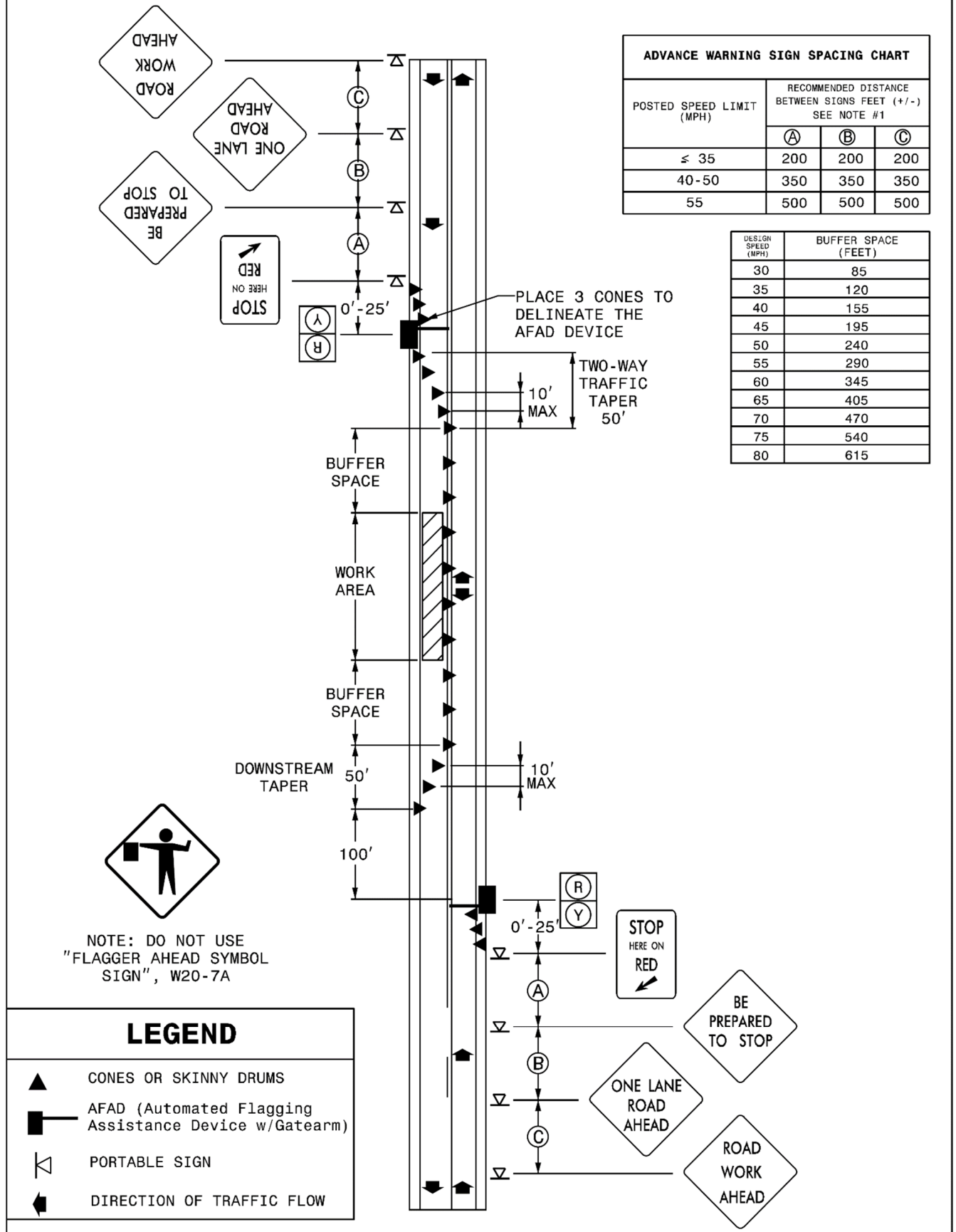
AFAD operators may either control traffic at side streets or driveways between the AFAD units or operate the pilot car while operating the AFAD system if approved by the Engineer. AFAD units must continue to be within clear sight of the operator during these work activities.

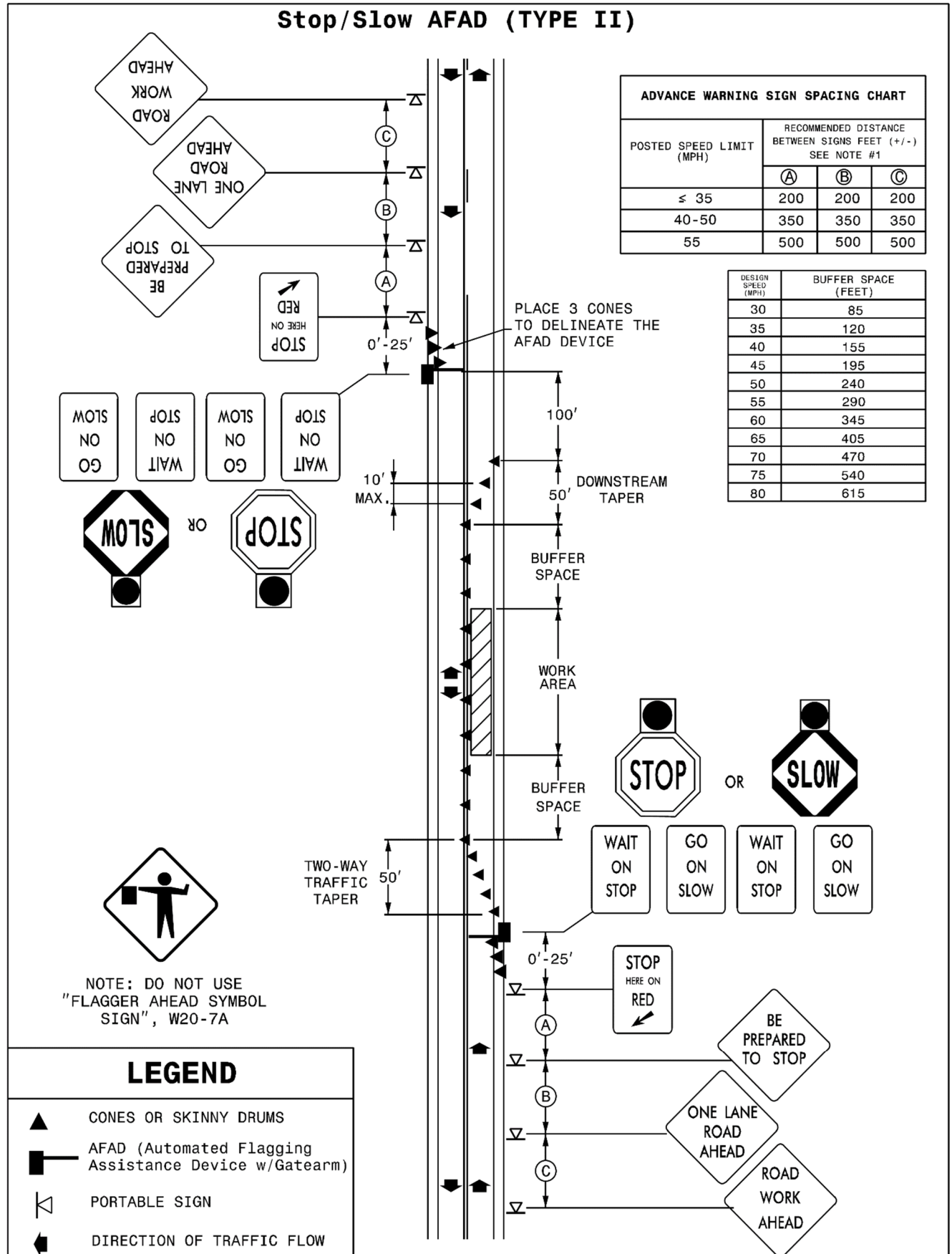
Page 11-14, Article 1150-4, MEASUREMENT AND PAYMENT, add the following after line 24:

Each AFAD or PTS unit will be measured and paid for as *Flaggers* paid by day in accordance with Article 1150-4 of the *Standard Specifications*. Where the pay item for *Flaggers* is not included in the original contract then no separate payment will be made for this item and payment will be included in the lump sum price bid for *Temporary Traffic Control* found elsewhere in this contract. Each approach controlled by AFAD or PTS units will be measured and paid as one flagger, irrespective of the number of devices used. If multiple PTS units are required to control a single approach, these units will collectively be considered as replacing one flagger.

No separate measurement or payment will be made for AFAD or PTS unit operators, as the cost of such including their training and operational costs shall be included in the unit or lump sum price for *Flaggers* or *Temporary Traffic Control*. Such price and payment also includes the relocation, maintenance, and removal during repair periods of AFAD or PTS units as well as the signal controller, communication, vehicle detection system, traffic signal software of PTS units and any other incidentals necessary to complete the work.

Red/Yellow Lens AFAD (TYPE I)



Stop/Slow AFAD (TYPE II)

WATTLE DEVICES:

(1-1-24)

1642

SP16 R01

Page 16-23, Subarticle 1642-2(B) Wattle, lines 10-12, delete and replace with the following:

(B) Wattle and Wattle Barrier

Wattles shall meet Table 1642-1.

TABLE 1642-1	
100% CURLED WOOD (EXCELSIOR) FIBERS - WATTLE	
Property	Property Value
Minimum Diameter	12 inches
Minimum Density	2.5 pcf +/- 10%
Net Material	Synthetic
Net Openings	1 inch x 1 inch
Net Configuration	Totally Encased
Minimum Weight	20 lb +/- 10% per 10 foot length

Coir Fiber Wattles shall meet Table 1642-2.

TABLE 1642-2	
100% COIR (COCONUT) FIBERS WATTLE	
Property	Property Value
Minimum Diameter	12 inches
Minimum Density	3.5 pcf +/- 10%
Net Material	Coir Fiber
Net Openings	2 inch x 2 inch
Net Strength	90 lb
Minimum Weight	2.6 pcf +/- 10%

Wattle Barriers shall meet Table 1642-3.

TABLE 1642-3	
100% CURLED WOOD (EXCELSIOR) FIBERS – WATTLE BARRIER	
Property	Property Value
Minimum Diameter	18 inches
Minimum Density	2.9 pcf +/- 10%
Net Material	Synthetic
Net Openings	1 inch x 1 inch
Net Configuration	Totally Encased
Minimum Weight	5 pcf +/- 10%

Coir Fiber Wattle Barriers shall meet Table 1642-4.

TABLE 1642-4	
100% COIR (COCONUT) FIBERS WATTLE BARRIER	
Property	Property Value
Minimum Diameter	18 inches
Minimum Density	5 pcf +/- 10%
Net Material	Coir Fiber
Net Openings	2 inch x 2 inch
Net Strength	90 lb
Minimum Weight	10 pcf +/- 10%

Pages 16-24 & 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, lines 42-47 & lines 1-2, delete and replace with the following:

Wattle will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Wattle*.

Coir Fiber Wattles will be measured and paid for by the actual number of linear feet of coir fiber wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Coir Fiber Wattles*.

Wattle Barrier will be measured and paid as the actual number of linear feet of wattle barrier installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Wattle Barrier*.

Coir Fiber Wattle Barrier will be measured and paid as the actual number of linear feet of coir fiber wattle barrier installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Coir Fiber Wattle Barrier*.

Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, after line 9, delete and replace “___ Wattle Check” with “Wattle”.

Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, after line 9, delete and replace “___ Wattle Barrier” with “Wattle Barrier”.

Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, after line 9, add the following:

Pay Item	Pay Unit
Coir Fiber Wattle	Linear Foot
Coir Fiber Wattle Barrier	Linear Foot

PERMANENT SEEDING AND MULCHING:

(7-1-95)(Rev. 1-16-24)

1660

SP16 R02

The Department desires that permanent seeding and mulching be established on this project as soon as practical after slopes or portions of slopes have been graded. As an incentive to obtain an early stand of vegetation on this project, the Contractor's attention is called to the following:

For all permanent seeding and mulching that is satisfactorily completed in accordance with the requirements of Section 1660 in the *Standard Specifications* and within the following percentages of elapsed contract times, an additional payment will be made to the Contractor as an incentive additive. The incentive additive will be determined by multiplying the number of acres of seeding and mulching satisfactorily completed times the contract unit bid price per acre for Seeding and Mulching times the appropriate percentage additive.

Percentage of Elapsed Contract Time	Percentage Additive
0% - 30%	30%
30.01% - 50%	15%

Percentage of elapsed contract time is defined as the number of calendar days from the date of availability of the contract to the date the permanent seeding and mulching is acceptably completed divided by the total original contract time.

STANDARD SPECIAL PROVISION**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)(Rev. 1-16-24)

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 Subarticle 108-13(D) of the *Standard Specifications*.

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

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, Sickledod, 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:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed

shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet – Strain R
Weeping Lovegrass	Clover – Red/White/Crimson
Carpetgrass	

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia

Creeping Red Fescue

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

STANDARD SPECIAL PROVISION
ERRATA

(1-16-24)

Z-4

Revise the *2024 Standard Specifications* as follows:

Division 3

Page 3-5, Article 305-2 MATERIALS, after line 16, replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Page 3-6, Article 310-2 MATERIALS, after line 9, add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Division 9

Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1, replace " Sign Erection, Relocate Type (Ground Mounted)" with "Sign Erection, Relocate Type ____ (Ground Mounted)".

Division 10

Page 10-51, Article 1024-4 WATER, prior to line 1, delete the "unpopulated blank row" in Table 1024-2 between "Time of set, deviation from control" and "Chloride Ion Content, Max.".

Page 10-170, Subarticle 1081-1(C) Requirements, line 4, replace "maximum" with "minimum".

Division 11

Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24, replace "Where barrier units are moved more than one" with "Where barrier units are moved more than once".

Division 15

Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11, replace " All piping" with "All labor, the manhole, other materials, excavation, backfilling, piping".

Division 16

Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25, delete and replace with the following " *Flocculant* will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks."

Page 16-3, Article 1609-2 MATERIALS, after line 26, replace "Type 4" with "Type 4a".

Page 16-25, Article 1644-2 MATERIALS, after line 22, replace "Type 4" with "Type 4a".

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)**

(3-18-03) (Rev. 5-21-19)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, guava root knot nematode, or other noxious weeds.

STANDARD SPECIAL PROVISION**MINIMUM WAGES**

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall 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.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

STANDARD SPECIAL PROVISION**TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 1/16/2024)

Z-6

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

(1) Title VI Assurances (USDOT Order 1050.2A, Appendix A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(a) Compliance with Regulations

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
 - 1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.

2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”
 4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability

Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

2. Eligibility

Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

3. Time Limits and Filing Options

Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

- (i) The date of the alleged act of discrimination; or
- (ii) The date when the person(s) became aware of the alleged discrimination; or
- (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
- Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
- US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints

Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

5. Discrimination Complaint Form

Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin <i>(Limited English Proficiency)</i>	Place of birth. Citizenship is not a factor. <i>(Discrimination based on language or a person's accent is also covered)</i>	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i>	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note:</i> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i>

(3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) Additional Title VI Assurances

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

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

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

STANDARD SPECIAL PROVISION**ON-THE-JOB TRAINING**

(10-16-07) (Rev. 4-21-15)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

PROJECT SPECIAL PROVISIONS

GEOTECHNICAL

MSE RETAINING WALLS - (01/16/2024)

GT-1.1 - GT-1.12

MASONRY WALL TERMINATION: (SPECIAL)

GT-2.1 - GT-2.1

DocuSigned by:
Geotechnical Engineering Unit
E06538624A11498... 12/20/2024

MECHANICALLY STABILIZED EARTH RETAINING WALLS**(1-16-24)****1.0 GENERAL**

Construct mechanically stabilized earth (MSE) retaining walls consisting of steel or geosynthetic reinforcement in the reinforced zone connected to vertical facing elements. Use precast concrete panels for vertical facing elements and coarse aggregate in the reinforced zone unless noted otherwise in the plans. Provide reinforced concrete coping and pile sleeves as required. Design and construct MSE retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified MSE Wall Installer to construct MSE retaining walls.

Define MSE wall terms as follows:

Geosynthetic Reinforcement – Polyester Type (PET), HDPE or Polypropylene (PP) geosynthetic grids, i.e., geogrid reinforcement or polymer straps, i.e., geostrip reinforcement,

Geogrid – PET, HDPE or PP geogrid,

Reinforcement – Steel or geosynthetic reinforcement,

Aggregate – Coarse or fine aggregate,

Panel – Precast concrete panel,

Coping – Precast or CIP concrete coping,

Design Height (H) – Wall height + wall embedment as shown in the plans,

MSE Wall – Mechanically stabilized earth retaining wall,

MSE Wall Vendor – Vendor supplying the chosen MSE wall system,

MSE Panel Wall – MSE wall with panels,

MSE Segmental Wall – MSE wall with segmental retaining wall (SRW) units and

Abutment Wall – MSE wall with bridge foundations in any portion of the reinforced zone or an MSE wall connected to an abutment wall (even if bridge foundations only penetrate a small part of the reinforced zone, the entire MSE wall is considered an abutment wall).

For bridge approach fills behind end bents with MSE abutment walls, design reinforcement connected to end bent caps in accordance with the plans and this provision.

Use an approved MSE wall system in accordance with the plans and any NCDOT restrictions or exceptions for the chosen system. Value engineering proposals for other MSE wall systems will not be considered. Do not use MSE wall systems with an “approved for provisional use” status for MSE walls with design heights greater than 35 ft or walls supporting or adjacent to railroads or interstate highways. The list of approved MSE wall systems with approval status is available from:

connect.ncdot.gov/resources/Geological/Pages/Products.aspx

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item	Section
Aggregate	1014
Asphalt Concrete Base Course, Type B25.0C	620
Corrugated Steel Pipe	1032-3

Epoxy, Type 3A	1081
Geosynthetics	1056
Grout, Type 3	1003
Joint Materials	1028
Portland Cement Concrete, Class A	1000
Precast Retaining Wall Coping	1077
Reinforcing Steel	1070
Retaining Wall Panels	1077
Segmental Retaining Wall Units	1040-4
Select Material, Class V	1016
Shoulder Drain Materials	816-2
Steel Pipe	1036-4(A)

Use galvanized corrugated steel pipe with a zinc coating weight of 2 oz/sf (G200) for pile sleeves. Provide Type 2 geotextile for filtration and separation geotextiles. Use Class A concrete for CIP coping, leveling concrete and pads. Use galvanized steel pipe, threaded rods and nuts for the PET geogrid reinforcement vertical obstruction detail. Provide galvanized Grade 36 anchor rods and Grade A hex nuts that meet AASHTO M 314 for threaded rods and nuts.

Use panels and SRW units from producers approved by the Department and licensed by the MSE Wall Vendor. Provide steel strip connectors embedded in panels fabricated from structural steel that meets the requirements for steel strip reinforcement. Unless required otherwise in the contract, produce panels with a smooth flat final finish that meets Article 1077-11 of the *Standard Specifications*. Accurately locate and secure reinforcement connectors in panels and maintain required concrete cover. Produce panels within 1/4" of the panel dimensions shown in the accepted submittals.

Damaged panels or SRW units with excessive discoloration, chips or cracks as determined by the Engineer will be rejected. Do not damage reinforcement connection devices or mechanisms in handling or storing panels and SRW units.

Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Handle and store geosynthetics in accordance with Article 1056-2 of the *Standard Specifications*. Load, transport, unload and store MSE wall materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

A. Aggregate

Use standard size No. 57, 57M, 67 or 78M that meets Table 1005-1 of the *Standard Specifications* for coarse aggregate and the following for fine aggregate:

1. Standard size No. 1S, 2S, 2MS or 4S that meets Table 1005-2 of the *Standard Specifications* or
2. Gradation that meets Class III, Type 3 select material in accordance with Article

1016-3 of the *Standard Specifications*.

Fine aggregate is exempt from mortar strength in Subarticle 1014-1(E) of the *Standard Specifications*. Use fine aggregate with a maximum organic content of 1.0%. Provide aggregate with chemical properties that meet the following requirements:

AGGREGATE pH REQUIREMENTS		
Aggregate Type (in reinforced zone)	Reinforcement or Connector Material	pH
Coarse or Fine	Steel	5 – 10
Coarse or Fine	Geosynthetic	4.5 – 9

AGGREGATE ELECTROCHEMICAL REQUIREMENTS (Steel Reinforcement/Connector Materials Only)			
Aggregate Type (in reinforced zone)	Resistivity	Chlorides	Sulfates
Coarse	$\geq 5,000 \Omega \cdot \text{cm}$	$\leq 100 \text{ ppm}$	$\leq 200 \text{ ppm}$
Fine	$\geq 3,000 \Omega \cdot \text{cm}$		

Use aggregate from sources participating in the Department's Aggregate QC/QA Program as described in Section 1006 of the *Standard Specifications*. Sample and test aggregate in accordance with the *Mechanically Stabilized Earth Wall Aggregate Sampling and Testing Procedures*.

B. Reinforcement

Provide steel or geosynthetic reinforcement supplied by the MSE Wall Vendor or a manufacturer approved or licensed by the vendor. Use reinforcement approved for the chosen MSE wall system. The list of approved reinforcement for each MSE wall system is available from the website shown elsewhere in this provision.

1. Steel Reinforcement

Provide Type 1 material certifications in accordance with Article 106-3 of the *Standard Specifications* for steel reinforcement. Use welded wire grid reinforcement ("mesh", "mats" and "ladders") that meet Article 1070-3 of the *Standard Specifications* and steel strip reinforcement ("straps") that meet ASTM A572, A1011 or A463. Use 10 gauge or heavier structural steel Grade 50 or higher for steel strip reinforcement. Galvanize steel reinforcement in accordance with Section 1076 of the *Standard Specifications* or provide aluminized steel strip reinforcement that meet ASTM A463, Type 2-100.

2. Geosynthetic Reinforcement

Provide Type 1 material certifications and identify geosynthetic reinforcement in accordance with Article 1056-3 of the *Standard Specifications*. Define machine

direction (MD) and cross-machine direction (CD) for geogrids per Article 1056-3 of the *Standard Specifications*.

Use HDPE or PP geogrid for geogrid reinforcement cast into backwalls of end bent caps. Use PET or HDPE geogrid for geogrid reinforcement connected directly to SRW units and only HDPE geogrid for geogrid reinforcement cast into panels.

Provide extruded geogrids produced in the United States and manufactured from punched and drawn polypropylene sheets for PP geogrids that meet the following:

PP GEOGRID REQUIREMENTS		
Property	Requirement¹	Test Method
Aperture Dimensions ²	1" x 1.2"	N/A
Minimum Rib Thickness ²	0.07" x 0.07"	N/A
Tensile Strength @ 2% Strain ²	580 lb/ft x 690 lb/ft	ASTM D6637, Method B
Tensile Strength @ 5% Strain ²	1,200 lb/ft x 1,370 lb/ft	
Ultimate Tensile Strength ²	1,850 lb/ft x 2,050 lb/ft	
Junction Efficiency ³ (MD)	93%	ASTM D7737
Flexural Rigidity ⁴	2,000,000 mg-cm	ASTM D7748
Aperture Stability Modulus ⁵	0.55 lb-ft/degrees	ASTM D7864
UV Stability (Retained Strength)	100% (after 500 hr of exposure)	ASTM D4355

1. MARV per Article 1056-3 of the *Standard Specifications* except dimensions and thickness are nominal.
2. Requirement for MD x CD.
3. Junction Efficiency (%) = (Average Junction Strength (X_{jave}) / Ultimate Tensile Strength in the MD from ASTM D6637, Method A) \times 100.
4. Test specimens two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs, and sufficiently long to enable measurement of the overhang dimension.
5. Applied moment of 17.7 lb-inch (torque increment).

C. Bearing Pads

For MSE panel walls, use preformed ethylene propylene diene monomer rubber bearing pads that meet ASTM D2000 Grade 2, Type A, Class A with a durometer hardness of 60 or 80 ± 5 . Provide bearing pads with thicknesses that meet the following:

BEARING PAD THICKNESS	
Facing Area per Panel (A)	Minimum Pad Thickness After Compression (based on 2 times panel weight above pads)
$A \leq 30$ sf	1/2"
$30 \text{ sf} < A \leq 75$ sf	3/4"

D. Miscellaneous Components

Miscellaneous components may include connectors (e.g., anchors, bars, clamps, pins,

plates, ties, etc.), fasteners (e.g., bolts, nuts, washers, etc.) and any other MSE wall components not included above. Use 10 gauge or heavier structural steel Grade 50 or higher for steel strip panel anchors and connectors. Galvanize steel components in accordance with Section 1076 of the *Standard Specifications*. Provide miscellaneous components approved for the chosen MSE wall system. The list of approved miscellaneous components for each MSE wall system is available from the website shown elsewhere in this provision.

3.0 PRECONSTRUCTION REQUIREMENTS

A. MSE Wall Surveys

The Retaining Wall Plans show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each MSE wall. Before beginning MSE wall design, survey existing ground elevations shown in the plans and other elevations in the vicinity of MSE wall locations as needed. For proposed slopes above or below MSE walls, survey existing ground elevations to at least 10 ft beyond slope stake points. Based on these elevations, finished grades and actual MSE wall dimensions and details, submit revised wall envelopes for acceptance. Use accepted wall envelopes for design.

B. MSE Wall Designs

For MSE wall designs, submit PDF files of working drawings and design calculations at least 30 days before the preconstruction meeting. Note name and NCDOT ID number of the panel or SRW unit production facility on working drawings. Do not begin MSE wall construction until a design submittal is accepted.

Use a prequalified MSE Segmental Wall Design Consultant to design MSE segmental walls. Provide MSE segmental wall designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Segmental Wall Design Consultant. Provide MSE panel wall designs sealed by a Design Engineer licensed in the state of North Carolina and employed or contracted by the MSE Wall Vendor.

Design MSE walls in accordance with the plans, *AASHTO LRFD Bridge Design Specifications* and any NCDOT restrictions for the chosen MSE wall system unless otherwise required. For abutment walls only, design MSE walls for seismic if wall sites meet either or both of the following:

- Wall site is in seismic zone 2 based on Figure 2-1 of the *Structure Design Manual*,
- Wall site is classified as AASHTO Site Class E, as noted in the plans, and is in or west of Pender, Duplin, Wayne, Johnston, Wake, Durham or Person County.

Connect reinforcement to panels or SRW units with methods or devices approved for the chosen system. Use a uniform reinforcement length throughout the height of the wall of at least 0.7H or 6 ft, whichever is longer, unless noted otherwise in the plans. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate drains, the reinforced zone or leveling pads outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads and design parameters approved for the chosen MSE wall system or default values in accordance with the AASHTO LRFD specifications. Design steel components including reinforcement and connectors for the design life noted in the plans and aggregate type in the reinforced zone. If an MSE wall system with geosynthetic reinforcement includes any steel parts for obstructions, bin walls, connections or other components, design steel exposed to aggregate for the design life noted in the plans and aggregate type in the reinforced zone. Use “loss of galvanizing” metal loss rates for nonaggressive backfill in accordance with the AASHTO LRFD specifications for galvanized and aluminized steel and metal loss rates for carbon steel in accordance with the following:

CARBON STEEL CORROSION RATES	
Aggregate Type (in reinforced zone)	Carbon Steel Loss Rate (after coating depletion)
Coarse	0.47 mil/year
Fine (except abutment walls)	0.58 mil/year
Fine (abutment walls)	0.70 mil/year

For PET or HDPE geogrid and geostrip reinforcement and geosynthetic connectors, use approved geosynthetic properties for the design life noted in the plans and aggregate type in the reinforced zone. For geogrid reinforcement connected to end bent caps, embed reinforcement or connectors in caps as shown in the plans. For PP geogrid reinforcement connected to end bent caps, use the following design parameters for the aggregate type in the reinforced approach fill.

PP GEOGRID REINFORCEMENT DESIGN PARAMETERS				
Aggregate Type (in reinforced zone)	T_{al} (MD)	F*	α	ρ
Coarse	400 lb/ft	0.70	0.8	32.0°
Fine	428 lb/ft	0.54	0.8	28.35°

Where,

- T_{al} = long-term design strength (LTDS),
 F* = pullout resistance factor,
 α = scale effect correction factor and
 ρ = soil-geogrid friction angle.

When noted in the plans, design MSE walls for a live load (traffic) surcharge of 250 psf in accordance with Figure C11.5.6-3(b) of the AASHTO LRFD specifications. For steel beam guardrail with 8 ft posts or concrete barrier rail above MSE walls, analyze top 2 reinforcement layers for traffic impact loads in accordance with Section 7.2 of *FHWA Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes – Volume I* (Publication No. FHWA-NHI-10-024) except use the following for geosynthetic reinforcement rupture:

$$\phi T_{al} R_c \geq T_{max} + (T_I / R_{FCR})$$

Where,

ϕ	=	resistance factor for tensile resistance in accordance with Section 7.2.1 of the FHWA MSE wall manual,
T_{al}	=	long-term geosynthetic design strength approved for chosen MSE wall system,
R_c	=	reinforcement coverage ratio = 1 for continuous geosynthetic reinforcement,
T_{max}	=	factored static load in accordance with Section 7.2 of the FHWA MSE wall manual,
T_I	=	factored impact load in accordance with Section 7.2 of the FHWA MSE wall manual and
RF_{CR}	=	creep reduction factor approved for chosen MSE wall system.

When shown in the plans for abutment walls, use pile sleeves to segregate piles from aggregate in the reinforced zone. If existing or future obstructions such as foundations, guardrail, fence or handrail posts, moment slabs, pavements, pipes, inlets or utilities will interfere with reinforcement, maintain a clearance of at least 3" between obstructions and reinforcement unless otherwise approved. Design reinforcement for obstructions and locate reinforcement layers so all of reinforcement length is within 3" of corresponding connection elevations. Modify PET geogrid reinforcement for obstructions as shown in the plans.

Use 6" thick CIP unreinforced concrete leveling pads beneath panels and SRW units that are continuous at steps and extend at least 6" in front of and behind bottom row of panels or SRW units. Unless required otherwise in the plans, embed top of leveling pads in accordance with the following requirements:

WALL EMBEDMENT REQUIREMENTS		
Front Slope¹ (H:V)	Minimum Embedment Depth² (whichever is greater)	
6:1 or flatter (except abutment walls)	H/20	1 ft for $H \leq 10$ ft 2 ft for $H > 10$ ft
6:1 or flatter (abutment walls)	H/10	2 ft
> 6:1 to < 3:1	H/10	2 ft
3:1 to 2:1	H/7	2 ft

1. Front slope is as shown in the plans.
2. H is the maximum design height per wall.

When noted in the plans, locate a continuous aggregate shoulder drain along the base of the reinforced zone behind the aggregate. Provide wall drainage systems consisting of drains and outlet components in accordance with Roadway Standard Drawing No. 816.02.

For MSE panel walls, cover joints at back of panels with filtration geotextiles at least 12" wide. If the approval of the chosen MSE wall system does not require a minimum number of bearing pads, provide the number of pads in accordance with the following:

NUMBER OF BEARING PADS

Facing Area per Panel (A)	Maximum Height of Wall Above Horizontal Panel Joint	Minimum Number of Pads per Horizontal Panel Joint
$A \leq 30$ sf	25 ft	2
	35 ft ¹	3
$30 \text{ sf} < A \leq 75$ sf	25 ft	3
	35 ft ¹	4

1. Additional bearing pads per horizontal panel joint may be required for wall heights above joints greater than 35 ft.

For MSE segmental walls, coarse aggregate is required in any SRW unit core spaces and between and behind SRW units for a horizontal distance of at least 18".

Separation geotextiles are required between the aggregate and overlying fill sections. When noted in the plans, separation geotextiles are also required at the back of the reinforced zone between the aggregate and backfill or natural ground. When placing pavement sections directly on the reinforced zone, cap aggregate with 4" of asphalt concrete base course. Unless required otherwise in the plans, use reinforced concrete coping at top of walls that meets the following requirements:

1. Coping dimensions as shown in the plans,
2. At the Contractor's option, coping that is precast or CIP concrete for MSE panel walls unless CIP coping is required as shown in the plans,
3. CIP concrete coping for MSE segmental walls and
4. At the Contractor's option and when shown in the plans, CIP concrete coping that extends down back of panels or SRW units or connects to panels or SRW units with dowels.

For MSE segmental walls with dowels, attach dowels to top courses of SRW units in accordance with the following:

1. Set dowels in core spaces of SRW units filled with grout instead of coarse aggregate or
2. Embed adhesively anchored dowels in holes of solid SRW units with epoxy.

For MSE panel walls with coping, connect CIP concrete coping or leveling concrete for precast concrete coping to top row of panels with dowels cast into panels. When concrete barrier rail is required above MSE walls, use concrete barrier rail with moment slab as shown in the plans.

Submit working drawings and design calculations for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with foundation pressures, typical sections with reinforcement and connection details, aggregate locations and types, geotextile locations and details of leveling pads, panels or SRW units, coping, bin walls, slip joints, pile sleeves, etc. If

necessary, include details on working drawings for concrete barrier rail with moment slab, reinforcement splices if allowed for the chosen MSE wall system, reinforcement connected to end bent caps, curved MSE walls with tight (short) radii and obstructions extending through walls or interfering with reinforcement, leveling pads, barriers or moment slabs. Submit design calculations for each wall section with different surcharge loads, geometry or material parameters. At least one analysis is required for each wall section with different reinforcement lengths. When designing MSE walls with computer software other than MSEW, use MSEW manufactured by ADAMA Engineering, Inc. to verify the design. At least one MSEW analysis is required per 100 ft of wall length with at least one analysis for the wall section with the longest reinforcement. Submit electronic MSEW input files and PDF output files with design calculations.

C. Preconstruction Meeting

Before starting MSE wall construction, hold a preconstruction meeting to discuss the construction and inspection of the MSE walls. If this meeting occurs before all MSE wall submittals have been accepted, additional preconstruction meetings may be required before beginning construction of MSE walls without accepted submittals. The Resident or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and MSE Wall Installer Superintendent will attend preconstruction meetings.

4.0 CORROSION MONITORING

Corrosion monitoring is required for MSE walls with steel reinforcement. The Engineer will determine the number of monitoring locations and where to install the instrumentation. Contact M&T before beginning wall construction. M&T will provide the corrosion monitoring instrumentation kits and if necessary, assistance with installation.

5.0 SITE ASSISTANCE

Unless otherwise approved, an MSE Wall Vendor representative is required to assist and guide the MSE Wall Installer on-site for at least 8 hours when the first panels or SRW units and reinforcement layer are placed. If problems are encountered during construction, the Engineer may require the vendor representative to return to the site for a time period determined by the Engineer.

6.0 CONSTRUCTION METHODS

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

Excavate as necessary for MSE walls in accordance with the accepted submittals. If applicable and at the Contractor's option, use temporary shoring for wall construction instead of temporary slopes to construct MSE walls. Define "temporary shoring for wall construction" as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience.

Unless required otherwise in the plans, install foundations and if required, pile sleeves located in the reinforced zone before placing aggregate or reinforcement. Brace piles in the reinforced zone to maintain alignment when placing and compacting aggregate. Secure piles together with steel members near top of piles. Clamp members to piles instead of welding if bracing is at or below pile cut-off elevations.

Notify the Engineer when foundation excavation is complete. Do not place leveling pad concrete, aggregate or reinforcement until excavation dimensions and foundation material are approved.

Construct CIP concrete leveling pads at elevations and with dimensions shown in the accepted submittals and in accordance with Section 420 of the *Standard Specifications*. Cure leveling pads at least 24 hours before placing panels or SRW units.

Erect and support panels and stack SRW units so the final wall position is as shown in the accepted submittals. Stagger SRW units to create a running bond by centering SRW units over joints in the row below as shown in the accepted submittals. Space bearing pads in horizontal panel joints as shown in the accepted submittals and cover all panel joints with filtration geotextiles as shown in the accepted submittals. Attach filtration geotextiles to back of panels with adhesives, tapes or other approved methods.

Construct MSE walls with the following tolerances:

- A. SRW units are level from front to back and between units when checked with a 4 ft long level,
- B. Vertical joint widths are 1/4" maximum for SRW units and 3/4", $\pm 1/4$ " for panels,
- C. Final wall face is within 3/4" of horizontal and vertical alignment shown in the accepted submittals when measured along a 10 ft straightedge and
- D. Final wall plumbness (batter) is not negative (wall face leaning forward) and within 0.5° of vertical unless otherwise approved.

Place reinforcement at locations and elevations shown in the accepted submittals and within 3" of corresponding connection elevations. Install reinforcement with the direction shown in the accepted submittals. Before placing aggregate, pull geosynthetic reinforcement taut so it is in tension and free of kinks, folds, wrinkles or creases. Reinforcement may be spliced once per reinforcement length if shown in the accepted submittals. Use reinforcement pieces at least 6 ft long. Contact the Engineer when unanticipated existing or future obstructions such as foundations, guardrail, fence or handrail posts, pavements, pipes, inlets or utilities will interfere with reinforcement. To avoid obstructions, deflect, skew or modify reinforcement as shown in the accepted submittals.

Place aggregate in the reinforced zone in 8" to 10" thick lifts. Compact fine aggregate in accordance with Subarticle 235-3(C) of the *Standard Specifications*. Use only hand operated compaction equipment to compact aggregate within 3 ft of panels or SRW units. At a distance greater than 3 ft, compact aggregate 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 aggregate. Do not use sheep'sfoot, grid rollers or other

types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of aggregate. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for MSE walls outside the reinforced zone in accordance with Article 410-8 of the *Standard Specifications*. If a drain is required, install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*. If pile sleeves are required, fill sleeves with loose uncompacted sand before constructing end bent caps.

Install dowels as necessary for SRW units and place and construct coping and leveling concrete as shown in the accepted submittals. Construct leveling concrete in accordance with Section 420 of the *Standard Specifications*. Construct CIP concrete coping in accordance with Subarticle 452-4(B) of the *Standard Specifications*. When single faced precast concrete barrier is required in front of and against MSE walls, stop coping just above barrier so coping does not interfere with placing barrier up against wall faces. If the gap between a single faced barrier and wall face is wider than 2", fill gap with Class V select material (standard size No. 78M stone). Otherwise, fill gap with backer rod and seal joint between barrier and MSE wall with silicone sealant.

When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold geotextiles in place with wire staples or anchor pins as needed. Seal joints above and behind MSE walls between coping and concrete slope protection with silicone sealant.

7.0 MEASUREMENT AND PAYMENT

MSE Retaining Wall No. ____ will be measured and paid in square feet. MSE walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of leveling pad elevations. Define "top of wall" as top of coping or top of panels or SRW units for MSE walls without coping.

The contract unit price for *MSE Retaining Wall No. ____* will be full compensation for providing designs, submittals, labor, tools, equipment and MSE wall materials, excavating, hauling and removing excavated materials, placing and compacting aggregate and backfill material and supplying site assistance, leveling pads, panels, SRW units, reinforcement, aggregate, wall drainage systems, geotextiles, aggregate concrete base course, bearing pads, coping, miscellaneous components and any incidentals necessary to construct MSE walls. The contract unit price for *MSE Retaining Wall No. ____* will also be full compensation for reinforcement and connector design for reinforcement connected to end bent caps, wall modifications for obstructions, pile sleeves filled with sand, joints sealed with silicone sealant and gaps between barriers and MSE walls filled with backer rod or No. 78M stone, if required.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for *MSE Retaining Wall No. ____*.

The contract unit price for *MSE Retaining Wall No. ____* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with MSE walls as these items will be paid for elsewhere in the contract. The contract unit price for *MSE Retaining Wall No. ____* also does not include the cost for constructing bridge approach fills behind end bents with MSE abutment walls. See *Bridge Approach Fills* provision for measurement and payment of Type 2 Bridge Approach Fills.

Where it is necessary to provide backfill material behind the reinforced zone from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

Pay Item

MSE Retaining Wall No. ____

Pay Unit

Square Foot



DocuSigned by:
Scott A. Hidden
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11/21/2024

MASONRY WALL TERMINATION:**(SPECIAL)****Description**

Deconstruct the existing masonry wall around the playground and salvage standard and rounded edge bricks for use in constructing the end of wall treatment as shown in the plans and directed by the Engineer.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Brick	1040-1
Portland Cement, Class A	1000
Mortar	1040-9
Water	1024-4

Using the salvaged bricks, wall ties, mortar and any other materials needed construct brick masonry as shown in the plans, directed by the Engineer and in accordance with Sections 830 and 832.

Measurement and Payment

Masonry Wall Termination will be measured and paid as a lump sum. Masonry Wall Termination will be paid for at the contract unit price for *Masonry Wall Termination*. Masonry Wall Termination will not be measured. No additional measurement will be made for “toothing” of bricks. This quantity will be considered to the Masonry Wall Termination.

The contract unit price for *Masonry Wall Termination* will be full compensation for removing, cleaning and storing salvaged bricks for use later, as well as the labor, tools, materials, equipment and any incidentals necessary to construct the Masonry Wall Termination. Excavating, hauling and removing excavated materials, for the portion of the walls that are removed will be paid for elsewhere. No additional payment will be made and no extension of completion date or time will be allowed for repairing property damage, overexcavations or unstable excavations.

Payment will be made under:

Pay Item

Masonry Wall Termination

Pay Unit

Lump Sum



DocuSigned by:

Shane C. Clark

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12/20/2024

**PROJECT SPECIAL PROVISIONS
GEOENVIRONMENTAL**

CONTAMINATED SOIL (7/19/2022)

The Contractor's attention is directed to the fact that soil contaminated with petroleum hydrocarbon compounds exist may within the project area. The known areas of contamination are indicated on corresponding plans sheets. Information relating to these contaminated areas, sample locations, and investigation reports will be available at the following web address by navigating to the correct letting year and month then selecting, "Plans and Proposals", "U-5536", "Individual Sheets/520 GeoEnvironmental":

<http://dotw-xfer01.dot.state.nc.us/dsplan/>

Petroleum contaminated soil may be encountered during any earthwork activities on the project. The Contractor shall only excavate those soils that the Engineer designates necessary to complete a particular task. The Engineer shall determine if soil is contaminated based on areas shown on the plans, petroleum odors, and unusual soil staining. Contaminated soil not required to be excavated is to remain in place and undisturbed. Undisturbed soil shall remain in place, whether contaminated or not. The Contractor shall transport all contaminated soil excavated from the project to a facility licensed to accept contaminated soil.

In the event that a stockpile is needed, the stockpile shall be created within the property boundaries of the source material and in accordance with the Diagram for Temporary Containment and Treatment of Petroleum-Contaminated Soil per North Carolina Department of Environmental Quality's (NCDEQ) Division of Waste Management UST Section GUIDELINES FOR EX SITU PETROLEUM CONTAMINATED SOIL REMEDIATION. If the volume of contaminated material exceeds available space on site, the Contractor shall obtain a permit from the NCDEQ UST Section's Regional Office for off-site temporary storage. The Contractor shall provide copies of disposal manifests completed per the disposal facilities requirements and weigh tickets to the Engineer.

Measurement and Payment:

The quantity of contaminated soil hauled and disposed of shall be the actual number of tons of material, which has been acceptably transported and weighed with certified scales as documented by disposal manifests and weigh tickets. The quantity of contaminated soil, measured as provided above, shall be paid for at the contract unit price per ton for "Hauling and Disposal of Petroleum Contaminated Soil".

The above price and payment shall be full compensation for all work covered by this section, including, but not limited to stockpiling, loading, transportation, weighing, laboratory testing, disposal, equipment, decontamination of equipment, labor, and personal protective equipment.

Payment shall be made under:

Pay Item

Hauling and Disposal of Petroleum Contaminated Soil

Pay Unit
Ton

DocuSigned by

Ethan J. Caldwell

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07/19/2022



TC-1

U-5536

Forsyth County

WORK ZONE TRAFFIC CONTROL
Project Special Provisions
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Forsyth County

ADA COMPLIANT PEDESTRIAN TRAFFIC CONTROL DEVICES:

(10/31/2017) (Rev. 6/3/2022)

Description

Furnish, install, and maintain all ADA compliant pedestrian traffic control devices for existing pedestrian facilities that are disrupted, closed, or relocated by planned work activities.

The ADA compliant pedestrian traffic control devices used to either close, redirect, divert or detour pedestrian traffic are Pedestrian Channelizing Devices, Audible Warning Devices and Temporary Curb Ramps.

Construction Methods

The ADA compliant pedestrian traffic control devices involved in the closing or redirecting of pedestrians as designated on the Transportation Management Plan (TMP) shall be manufactured and assembled in accordance with the requirements of the Americans with Disabilities Act (ADA) and be on the NCDOT approved products list.

Pedestrian Channelizing Devices shall be manufactured and assembled to be connected as to eliminate any gaps that allow pedestrians to stray from the channelizing path. Any Pedestrian Channelizing Devices used to close or block a pedestrian facility shall have a "SIDEWALK CLOSED" sign affixed to it and any audible warning devices, if designated on the TMP.

Audible Warning Devices shall be manufactured to include a locator tone activated by a motion sensor and have the ability to program a message for a duration of at least 1 minute. The motion sensor shall have the ability to detect pedestrians a minimum of 10' away. The voice module may be automatic or it may be push button activated. If push button activated, it shall be mounted at a height of approximately 3.5 feet, but no more than 4 feet, above the pedestrian facility.

Temporary Curb Ramps shall be manufactured and assembled to meet all of the requirements for persons with walking disabilities, including wheelchair confinement, according to the ADA regulations. All detectable warning features are to be included with these installations.

Measurement and Payment

Pedestrian Channelizing Devices will be measured and paid as the maximum number of linear feet of *Pedestrian Channelizing Devices* furnished, acceptably placed, and in use at any one time during the life of the project.

No direct payment will be made for any sign affixed to a pedestrian channelizing device. Signs mounted to pedestrian channelizing devices will be considered incidental to the device.

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U-5536

Forsyth County

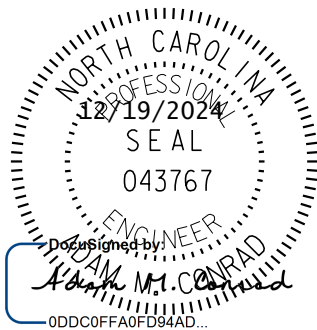
Audible Warning Devices will be measured and paid as the maximum number of *Audible Warning Devices* furnished, acceptably installed, and in use at any one time during the life of the project.

Relocation, replacement, repair, maintenance, or disposal of *Pedestrian Channelizing Devices* and *Audible Warning Devices* will be incidental to the pay item.

Temporary Curb Ramps will be measured and paid as the actual number of *Temporary Curb Ramps* furnished, acceptably installed, and in use. *Temporary Curb Ramps* will be paid for each time a curb ramp is moved from one location on the project to another location on the project.

Payment will be made under:

Pay Item	Pay Unit
Pedestrian Channelizing Devices	Linear Foot
Audible Warning Devices	Each
Temporary Curb Ramps	Each



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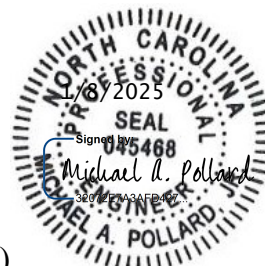
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PROJECT SPECIAL PROVISIONS
Utility Construction



5400 Glenwood Avenue,
Suite 400
Raleigh, North Carolina 27612
Office: 919-325-3500



(Seal)

**DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**

Revise the 2024 Standard Specifications as follows:

Where brand names and model numbers are specified in these Special Provisions or in the plans, the cited examples are used only to denote the quality standard of product desired and do not restrict bidders to a specific brand, make, or manufacturer. They are provided to set forth the general style, type, character, and quality of the product desired. Equivalent products will be acceptable.

The utility owner is Winston-Salem/Forsyth County Utilities. The contact person is Todd Lewis and he can be reached by phone at 336-747-6842.

The provisions contained within these Utilities Construction Project Special Provisions modify the *Standard Specifications* only for materials used and work performed constructing water or sewer facilities owned by Winston-Salem/Forsyth County Utilities.

Water Line Materials

Use materials for water lines as specified in Article 1500-2 except as specified in this section.

Use compression-type fittings for copper pipe conforming to AWWA C800.

Use pipe material as specified on the plans.

Steel encasement pipe shall be smooth wall pipe with welded joints. The encasement pipe must be capable of withstanding highway loadings and must have an inside diameter which will allow the

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carrier pipe to be removed subsequently without disturbing the encasement pipe. Unless specified on the plans, minimum wall thicknesses for steel encasement pipe are as follows:

ENCASEMENT PIPE SIZE (Outside Diameter)(inches)	WALL THICKNESS (NCDOT) (inches)
16	0.25
18	0.25
20	0.25
24	0.25
30	0.312
36	0.375
48	0.50

The exterior of all ductile iron pipe and fittings shall be coated with a bituminous coating. Rubber gasket joints for pipe shall conform to ANSI A21.11 (AWWA C111). Pipe design laying condition will be Type 2, flat-bottom trench with backfill lightly consolidated to centerline of pipe. Ductile iron pipe for water shall be Pressure Class 350 for 3- through 16-inch and Pressure Class 250 for 18 inches and above.

For ductile iron fittings, all glands shall be ductile iron, not gray iron. Ductile iron fittings shall have a minimum pressure rating of 250 psi. Rubber gasket joints shall conform to ANSI A21.11 (AWWA C111). "DI" or "Ductile" shall be cast on each fitting.

All retainer glands shall be wedge-action glands with torque-limiting twist off nuts. Glands shall be Megalug Series 1100 by EBAA Iron, Inc., Uni-Flange Series 1400 by Ford Meter Box Company, Inc., RomaGrip by Romac Industries, Inc., One-Lok Series SLDE by Sigma Corp., Stargrip Series 3000 by Star Pipe Products, Cam-Lock Series 111 by Smith-Blair, Inc., EZ Grip by SIP Industries, Tufgrip by Tyler Union, or approved equal.

Utility Controls Materials

Use utility controls as specified by Section 1515, except as specified in this section.

Fire Hydrants:

All hydrants will have a dry top with O-ring seals which permanently seal off the stem operating threads from water and keep the lubricant in. All hydrants shall be opened by turning the operating nut on top of the hydrant counterclockwise. The operating nut and cap nuts shall be pentagon-shaped, 1 ½" measured point to flat. The main valve shall be a compression type valve with a valve opening of 5 ¼". Each hydrant will have two hose nozzles and one steamer nozzle. The 2 ½" hose nozzles shall have national standard threads. The steamer nozzle shall have a 5" integral Storz connection. The nozzle shall be fastened into the hydrant barrel by mechanical means, but shall not be leaded into the barrel. Nozzle caps shall be chained to the barrel. All hydrants will be furnished with a breakable traffic feature that will break upon impact. The feature shall consist of

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a breakable safety flange on the barrel and a breakable safety coupling in the main valve stem. Hydrants must have a bronze main valve seat ring that threads into a bronze drain ring. Each hydrant shall have at least two bronze drain outlets. All hydrants will have 6" mechanical joint base connections or the Alpha connection by American Flow Control or approved equal unless otherwise specified by the Engineer. Hydrants shall be designed for a minimum working pressure of 250 psi. Assembled hydrants shall be subjected to hydrostatic tests of twice the rated working pressure in accordance with ANSI/AWWA C502. All exterior iron surfaces below ground level shall be covered with two coats of asphaltic varnish or fusion bonded epoxy. All exterior iron surfaces above ground level shall be painted yellow to the satisfaction of the Engineer. Yellow paint shall be Rust-Oleum 7446, Rust-Oleum V2148, Kimball Midwest 80-942, or manufacturer's standard equivalent. All interior iron surfaces of the hydrant shoe which are in contact with water (including the lower valve plate and nut) shall be coated with a minimum of 8 mils of fusion bonded epoxy or liquid epoxy in accordance with ANSI/AWWA C550. All hydrants shall have a thrust or anti-friction washer in the operating area of the hydrant bonnet. A weather cap around the operating nut on top of the hydrant is required.

Hydrants accepted by the City of Winston-Salem are as follows:

Owner Preference:

Super Centurion 250, manufactured by Mueller Company

B-84-B-5, manufactured by American Flow Control

K-81D Guardian, manufactured by Kennedy Valve Company

Approved Equal

Water Valves:

All gate valves shall be resilient-seated gate valves which meet the specifications of ANSI/AWWA C509 or ANSI/AWWA C515. The valve body, bonnet and seal plate shall be coated on all exterior and interior surfaces with a minimum of 8-10 mils of fusion-bonded epoxy in accordance with ANSI/AWWA C550. The valve shall incorporate a guide system with guide lugs on the wedge or on the body. The wedge shall be gray or ductile iron, fully encapsulated with rubber (including guide lugs and stem nut holder). Non-rising stem valves shall have two O-ring seals above the stem thrust collar that can be replaced with the valve under pressure. Non-rising stem valves shall also have a thrust washer on the stem thrust collar. Valves used for buried service will have a nonrising stem, mechanical joint end connections, and a 2-inch square operating nut. The word "OPEN" and an arrow to indicate the direction of opening the valve shall be cast on the flanged base of the operating nut. All valves will open by turning the nut counterclockwise.

Resilient-seated gate valves shall be designed for a minimum working pressure of 250 psi. Each valve shall be seat-tested at the rated working pressure and shell-tested at twice the rated working pressure in accordance with ANSI/AWWA C509 – Section 5 or ANSI/AWWA C515 – Section 5. All valves shall be warranted for 10 years from date of purchase against defective materials and workmanship.

All tapping valves shall meet the specifications for gate valves except that the valve shall have an inlet flange (with centering ring) for connection to the flanged sleeve outlet.

Use split sleeves with mechanical joint end connections and a flanged outlet as tapping sleeves.

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All corporation cocks shall be made of brass. All brass fittings shall be manufactured in accordance with AWWA C800 and ASTM B-584. All brass components in contact with potable water must be made from CDA/UNS Brass Alloy C89833 with a maximum lead content of .25% by weight. Brass alloys not listed in ANSI/AWWA C800 Paragraph 4.1.2 are not approved. All fittings shall be UL classified to NSF/ANSI 61 and NSF/ANSI 372 standards and stamped or embossed with a mark or name indicating that the product is manufactured from the low-lead alloy as specified. All corporation cocks shall be of the ball valve type with AWWA inlet threads.

Size service saddles as follows:

Pipe Size (inches)	Maximum Size Direct Tap without Saddle (inches)
4	3/4
6	1
8	1
12	1 1/2

The saddle body shall be ductile iron with corrosion-resistant paint. The body shall have a CC threaded outlet. Attached to the body shall be double U-bolt straps. Straps, washers, and nuts shall be Type 305 or Type 316 stainless steel. Saddles shall be F202-SSB by Ford, or 202SSU by Romac Industries, Inc, or approved equal.

Page 15-2, Sub-article 1500-7, Submittals and Records

Revise the 2024 *Standard Specifications* as follows:

Replace the last sentence of the third paragraph with the following:

Two copies of the entire video inspection along with a properly formatted PACP standard exchange database shall be submitted to the City of Winston-Salem as required elsewhere in these Special Provisions, with on copy to the Engineer, on a data disc (DVD or flash drive).

Page 15-4, Sub-article 1505-3 (E), Thrust Restraint

Replace the fourth paragraph with the following:

Concrete thrust blocks shall be constructed as directed by the Engineer at all bends, tees, tapping sleeves, tapping saddles, reducers, plugs, etc. to provide restraint against thrust resulting from internal pressure. Any exceptions to this such as restrained joints or mechanical joints with retainer glands will be noted on the Engineer's drawings or otherwise specified. Thrust blocks will not be required for restrained joint pipe (exception - blocking will be required when connecting restrained pipe to existing pipe).

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All thrust blocks will be constructed of a minimum of Class "A" concrete. Thrust blocks for bends, fire hydrants, tees and stub-outs shall be constructed in accordance with the thrust block detail drawings.

Polyethylene shall be placed over all fittings before the concrete is poured. All nuts and bolts shall be clear of concrete so that the joint will be accessible. Plywood shall be used as forms for blocking. Concrete is to be poured only against stable undisturbed soil and should be allowed to set prior to any backfilling. Thrust blocks should be allowed to cure two days prior to pressure testing the water main. Higher strength concrete may be required when it is necessary to pressure test prior to the end of the two-day curing time.

Page 15-6, Sub-article 1510-3 (A) General

Replace the words "36" to 42" of cover" with "a minimum of 36 inches of cover".

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization

Add the following to second paragraph:

The backflow preventer must be same size as the water meter and as shown on the plans. .

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization

Add the following to the 5th paragraph:

Prior to pressure testing and disinfection, the Contractor shall flush all water mains with a polyurethane foam pipe pig (minimum 5 pounds per cubic foot density). The pipe pig shall be propelled hydraulically through the mains at a rate sufficient to remove all foreign matter. Valves shall be operated in a manner which will direct the pipe pig toward the end of the main or a selected discharge point. The pig shall be removed through an open end of the main, a fitting, or through a fire hydrant which has the main valve seat ring removed. Flushing shall continue until the Engineer determines that the mains are free from all foreign matter. The Engineer must be present during the entire flushing process. Any work done without the Engineer's supervision will not be accepted.

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization

Add the following to ninth paragraph:

The Engineer must be present during the entire sterilization process. Any work done without his supervision will not be accepted. Pounds of calcium hypochlorite for sterilization shall be as follows:

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Pounds of Calcium Hypochlorite Required to Sterilize Water Mains with
100 Parts Per Million of Chlorine

Main Size (inches)	Pounds Per 1,000 Feet of Pipe
2	0.2
4	0.8
6	1.8
8	3.1
12	7.0
16	12.4
20	19.4
24	28.0
30	43.9
36	63.0

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization

Add the following to tenth paragraph:

The City must be notified prior to flushing. De-chlorination shall be accomplished using equipment by Pollard or approved equal. While the main is being flushed, all service connections shall be thoroughly flushed in order to disinfect each connection.

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization

Add the following before the last paragraph:

After final flushing and before the main is placed in service, a sample or samples shall be collected by City personnel from the line and tested for bacteriological quality. The City, upon 24 hours advance notice, will furnish the personnel and laboratory facilities to conduct the required bacteriological tests. No samples will be taken on Friday, the day before a holiday or on a holiday. The City will sample water from the pipes and test the water in their laboratory. Do not place the water lines into service until tests performed by the City are satisfactory.

Page 15-8, Sub-article 1515-3 (B), Meters

Add the following paragraphs:

Connect or reconnect meter to the customer's plumbing using brass fittings conforming to the following:

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A. 3/4-inch Water Connection

1. Meter yoke
2. Angle ball valve with padlock wings (City side)
3. Angle ball valve without padlock wings (property side)

B. 1-inch Water Connection

1. Meter Yoke
2. Angle ball valve with padlock wings-- two required

C. 1 1/2-inch Water Connection - Custom-setter with ball valve bypass and ball valves on inlet and outlet.**D. 2-inch Water Connection - Custom-setter with ball valve bypass and ball valves on inlet and outlet.**

METER BOXES (CAST IRON - 5/8-INCH AND 1-INCH METERS): Cast iron meter boxes will conform to ASTM A48, Class 30B. All boxes will conform to the shape, dimensions and weights shown on the detail drawing and will be free from holes, cracks, or any other defects. All boxes shall be thoroughly coated with an asphaltic varnish. The name of the manufacturer shall be permanently cast on each piece. Meter boxes that do not meet specifications shall be rejected.

METER BOXES (POLYMER CONCRETE – 1 1/2-INCH AND 2-INCH METERS): The box shall have two 4-by-4-inch mouse hole openings (one on each end) with a 4-by-4-inch knockout above each opening. The cover shall be non-locking with a 6-by-9-inch steel meter lid centered on the cover. The meter lid must open to at least the vertical position. The cover shall also have two pull slots (1-inch wide), a skid resistant surface and the word "Water" cast into the cover. Meter boxes that do not meet specifications shall be rejected.

Tapping Pressurized Lines

Tapping sleeves and valves shall be used to tap pressurized existing water mains as indicated on the plans. The Contractor shall verify the type of material, size, etc., of the existing main prior to ordering the sleeve. All tapping sleeves and valves shall be water tested before the tap is made. Test pressure shall be 200 psi for 15 minutes without any drop in pressure. All tapping sleeves and valves shall be installed level. The Engineer must be present during the entire tapping and testing process.

Sewer Line Materials

Use materials conforming to Article 1520-2 except as specified in this section.

Use a type 316 stainless steel coupling at joints on VC pipe.

Use only ductile iron or vitreous pipe as specified on the plans.

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In order to prevent the sanitary sewer force main from being mistaken for a water main, all force main PVC pipe shall be green in color.

All PVC pipe 4- through 12-inches and couplings shall be manufactured using virgin compounds as defined in ASTM D-1784, with a 4000 psi HDB rating and designated as PVC 1120 to be in strict accordance with AWWA C900. The pipe shall be Class 150 and conform to the thickness requirements of DR18. The pipe and fittings shall be manufactured to withstand 755 psi quick burst pressure tested in accordance with ASTM D-1599 and withstand 500 psi for a minimum of 1,000 hours tested in accordance with ASTM D-1598. Couplings shall be compression, twin gasket type in accordance with ASTM D-3139 for push-on joints and ASTM F-477 for elastomeric seals (gaskets). PVC fittings are not acceptable for mains other than 2-inch. The pipe joints shall be of the integral bell type with rubber gaskets conforming to the requirements of ASTM D-3139 or ASTM F-477. Fittings and specials for 4-inch mains and larger shall be ductile iron, bell end in accordance with AWWA C110, 200 psi pressure rating unless otherwise shown or specified, except that profile of bell may have specials of the same material as the pipe with elastomeric-gaskets, all in conformance with the requirements of AWWA C900. Ductile iron fittings to PVC pipe shall be adequately supported on a firm trench foundation. Fittings shall be for bell and spigot pipe or plain end pipe, or as applicable.

Mechanical restraining systems shall not be used on PVC pipe.

Ductile iron pipe for sanitary sewer:

Use a minimum thickness of Class 50 for ductile iron sanitary sewer pipe. The interior shall be lined with 40 mils of ceramic epoxy. All bells and spigots shall be lined with a minimum of 8 mils of joint compound. The exterior shall be coated with a bituminous coating.

Ductile iron fittings for sanitary sewer:

For fittings, all glands shall be ductile iron, not gray iron. Fittings shall have a minimum pressure rating of 250 psi. Rubber gasket joints shall conform to ANSI A21.11 (AWWA C111). "DI" or "Ductile" shall be cast on each fitting.

The interior of ductile iron fittings for sanitary sewer will be lined with 40 mils of ceramic epoxy. All bells and spigots for sanitary sewer ductile iron fittings must be lined with a minimum of 8 mils of joint compound. The exterior of all ductile iron fittings shall be coated with a bituminous coating. Ductile iron fittings coated on the interior and exterior with 8 mils of fusion-bonded epoxy in accordance with ANSI/AWWA C116 and ANSI/AWWA C550 are acceptable.

Restrained joint ductile iron pipe and fittings with a gripping gasket as the only means of restraint will not be allowed.

Sewer combination air and vacuum valves shall be 2" diameter with ductile iron body, stainless steel trim and float, Buna-N Rubber seat with a pressure rating up to 200 psi. Fusion bonded epoxy or 2 part high solids epoxy lining and coating.

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Sewer combination air and vacuum valves shall be Crispin US20, H-TEC 990-00, Apco single body sewage combination air valve, or approved equal.

Cleanouts shall be constructed of cast iron soil pipe with brass plug.

Page 15-11, Sub-article 1520-3, Construction Methods

Add the following to the third sentence of the fifth paragraph:

“or within fenced areas.”

Page 15-11, Article 1520-3 Construction Methods

Add the following:

Sewer connections shall be installed as shown on the detail drawing. Wyes or taps will not be allowed within 5 feet of a manhole. Only one bend will be allowed for connecting the sewer connection to the sewer main. If more than one bend is needed (Ex: bored sewer connection), the road shall be open cut and the connection installed properly. Sewer connections shall be a maximum of 75 feet from the sewer main to the cleanout. Cleanouts shall be installed between property corners of the lot for which the connection is intended. Connections into manholes will require a flexible sleeve at the manhole. If approved by the Engineer, 4-inch connections will be allowed to spill into deep manholes. For connections which spill, the 4-inch pipe shall protrude a minimum of 4-inch and a maximum of 6 inches beyond the inside wall of the manhole. Connections into manholes must be at least 6 inches from the nearest manhole step. Six-inch connections must connect into a manhole.

When installing new sewer connections intended to replace existing ones, the new sewer connection shall be of like size to the existing. Reconnection of the old connection to the new shall be performed by a qualified utility contractor or by a licensed plumbing contractor. The Contractor shall be responsible for all permits and inspections required for the reconnection.

Page 15-11, Sub-article 1520-3, Construction Methods

(A) Gravity Sanitary Sewer

Test clay pipe as specified in ASTM C301 .

Under “(2) Testing”, delete in its entirety and replace with the following:

A low-pressure air test shall be performed by the Contractor after the pipeline is completely backfilled and before being placed into service. The Engineer must be present during the entire testing process. Any work done without their supervision will not be accepted.

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Low Pressure Air Testing Requirements:

The Contractor shall use an approved pressure gauge and perform the test in accordance with ASTM C-828. Each section of pipeline (including connections) between manholes will be tested by plugging the upstream manhole and the downstream manhole. By using mirrors, lights, etc., the Contractor must show the Engineer that the 2 plugs are at the proper location and that the line is clear between the plugs. Air is added to the line until the pressure is between 3.0 psi and 4.0 psi. If the pressure drops more than 1.0 psi during the time shown on the chart below, the line is presumed to have failed the test. An obvious leak in any section will be corrected even if the section passes testing. The Contractor will be responsible for the complete removal of all plugs.

Air test time shall be as follows:

Minimum Air Test Time

Main Size (inches)	Time (minutes per 100 feet of pipe)
8	1.5
10	1.8
12	2.1
15	2.4
18	2.7
21	3.3
24	3.9
27	4.5
30	5.1
36	6.3
42	7.6

Video Inspection:

As a final measure required for acceptance, the Contractor shall clean and televise all sanitary sewer mains prior to requesting final inspection. The Contractor shall televise the entire sewer main and all service connections using standardized NASSCO (PACP, MACP, & LACP) practices, unless otherwise specified below. The process shall begin at the upstream manhole for each segment and proceed to the downstream manhole for that same segment. Connections shall be televised from the cleanout to the main. Video inspection may occur only after Record Drawings are accepted and approved by the City of Winston-Salem. Prior to beginning the process, a 24-hour notice must be given by the Contractor to the Engineer. Prior to video inspection in paved areas, structures must be raised to final grade and 2 inches of asphalt must be in place. Video that is more than 180 days old will not be accepted unless approved by the Engineer.

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The cameras used for inspection shall be ones specifically designed and constructed for sanitary sewer pipeline inspection. Lighting for the cameras shall be suitable to provide a clear color picture of the entire periphery of the pipe. The cameras used for mains must be able to pan, tilt and zoom in order to allow for 360-degree viewing. The television system shall be equipped to indicate the camera travel distance in feet by display on the video viewing screen. All television equipment (camera, monitor, etc.) must be capable of producing picture quality which is satisfactory to the Engineer.

Within 2 hours of the video inspection, the Contractor shall clean the sewer mains and service connections with a high velocity water jet. All debris shall be collected in the downstream manhole and removed by the Contractor. Debris shall not be released into the existing sewer system. During the entire video process, the distance counter must be set at zero at each upstream manhole for each segment (set the counter at zero at the ground for each service connection). The Contractor will be required to pan and tilt at each manhole and at each service connection. The interior of each manhole must be marked with the manhole station (or manhole number) with paint or some other legible identifier (6-to-12 inches high letters or numbers). Each cleanout stack must be marked with the house number or the lot number. For mains, the Contractor will also be required to pan, tilt, and zoom at all couplings, at all dates for Protecto 401 lined ductile iron pipe, and when any potential problems or abnormalities are noticed or suspected. Travel speed for the camera will be 15 - 30 feet per minute. The following video screen data will be required:

- Project name and project number
- Date of inspection
- Travel distance and time
- Station of start and end manholes
- Depth of start and end manholes
- Size of main
- Type of pipe

All above data shall be shown at the start and end manholes of each segment. While the camera is moving through the main and service connections, distance shall be the only data shown on the screen (top left or top right of screen).

For mains, a stream of water approximately 1 inch in width must be flowing during the entire video process. For service connections, a minimum of 5 gallons of water must be introduced into each cleanout stack just prior to the video process. In all cases, the flow must be shown on the bottom of the video screen.

Two copies of the entire video inspection along with a properly formatted PACP standard exchange database shall be submitted to the Engineer on a data disc (DVD or flash drive). A "properly formatted PACP standard exchange database" includes properly PACP coded defects (NASSCO version 6.x), proper media paths to associated video files, and all asset IDs used in the inspection must match what the submitted record drawings indicate for each asset. The video file shall be formatted to MPEG-4 (MP4) with software compatible and readable by the City of Winston-Salem. The City of Winston-Salem shall not be responsible for purchasing additional software necessary to view the video file. Each inspection (manhole to manhole or cleanout to

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main) shall be separated into its own chapter or file. In the event of a main inspection, the chapter or file shall be named to indicate the upstream manhole station or number and then the downstream manhole station or number (e.g., MH1-MH2). In the event of a service connection inspection, the chapter or file shall be named to indicate the house number or lot number associated with the inspection. All file naming should match the identification numbers (manhole station or number, house number, or lot number) shown on the Record Drawings. The submitted video must have the ability to be viewed using fast forward and rewind.

Any video that does not clearly show the pipe and service connections will be rejected. In the event that repairs are made, the segment receiving the repairs shall be flushed and televised again. The Engineer must oversee the entire cleaning and televising process. Final approval of the video inspection will only be after the Engineer has reviewed the video in the office (videos will not be field approved).

No direct payment will be made for cleaning and video inspection, as such work will be incidental to the installation of the pipe and/or service connections.

Page 15-14, Sub-article 1525-2, Materials

First paragraph, add the following after the second sentence:

All manhole joints shall be sealed on the outside of the manhole with butyl adhesive tape (minimum 6 inches wide). When unstable subgrade is encountered, manholes shall be bedded on stabilization stone.

Page 15-14, Sub-article 1525-2, Materials

First paragraph, delete third sentence in its entirety.

Replace with the following:

“Flexible manhole connectors shall conform to ASTM C923.”

Page 15-14, Article 1525-2, Materials On Line 10

Add the following:

Connectors shall be manufactured by Press-Seal Gasket Corporation, Hamilton Kent, NPC Inc. or approved equal.

Page 15-14, Article 1525-2, Materials, Lines 12-16:

Replace the second paragraph (Lines 12 – 16) with the following:

Type 1 manhole rings and covers will be made of cast iron and will conform to ASTM A48, Class 35B. In addition, all manhole rings and covers shall be designed to support an H-20 wheel load. All castings will conform to the shape and dimensions shown on the detail drawing for “Manhole

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Ring and Cover (Type 1)” and will be free from holes, cracks, or any other defects. Rings and covers will have machined seats so that the cover will not rattle. Rings will weigh a minimum of 190 pounds and covers a minimum of 120 pounds. The name of the manufacturer and the part number shall be cast permanently on the ring and the cover. Castings that do not meet specifications shall be rejected. Type 2 manhole rings and covers shall meet all specifications for Type 1 rings and covers and shall conform to the detail drawing for “Manhole Ring and Cover (Type 2)”. Type 3 manhole rings and covers shall meet all specifications for Type 1 rings and covers, except that rings will weigh a minimum of 136 pounds and covers a minimum of 120 pounds. All rings and covers shall conform to the detail drawing for “Manhole Ring and Cover (Type 3)”.

Page 15-14, Sub-article 1525-3, Construction Methods

Second paragraph, first sentence, delete “resilient” and replace with “flexible”.

Delete the second and third sentences in their entirety.

Page 15-14, Sub-article 1525-3, Construction Methods

Fifth paragraph, fourth sentence, delete “recommended but not required”, and replace with “required, except for horseshoe (doghouse) manholes”.

Page 15-16, Sub-Article 1525-3 (D), Testing

Replace with the following:

Each manhole constructed by the Contractor shall be vacuum tested by the Contractor after assembly of the manhole. Prior to testing, and as directed by the Engineer, the Contractor shall clean out each manhole without foreign material being discharged into the existing sanitary sewer system. The test shall be conducted in accordance with ASTM C-1244. The test shall be performed after all grade rings and rings and covers have been installed. After the testing equipment is in place, a vacuum of 10 inches of mercury shall be drawn on the manhole. The time for the vacuum to drop to 9 inches of mercury must be greater than the minimum time listed below:

Minimum Vacuum Test Time (Seconds)

Manhole Depth	Diameter of Manhole		
	4 feet	5 feet	6 feet
0 – 10 feet	60 sec.	75 sec.	90 sec.
10 – 15 feet	75 sec.	90 sec.	105 sec.
15 – 25 feet	90 sec.	105 sec.	120 sec.
25 – 30 feet	105 sec.	120 sec.	135 sec.

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The Engineer shall be present during the entire testing process. Any subsequent repairs to manholes which fail the vacuum test must be made on the inside and outside of each manhole. The Contractor will be responsible for the complete removal of all plugs.

Page 15-16, sub-article 1530-3 (A), Abandoning Pipe

Add the following paragraph:

When abandoning water mains up to a main that is to remain in service, any valve or tee associated with the main to be abandoned shall be removed. A sleeve and any necessary piping shall be installed to reconnect the water main to remain in service. All other main line valves on abandoned water mains that are plugged and left in place shall be abandoned by removing the valve box. Hydrants connected to abandoned mains that are plugged and left in place shall also be abandoned by removing the hydrant and valve box.

Page 15-17, Sub-article 1530-3 (C), Remove Water Meter

Replace the first sentence with the following:

Remove water meter by closing the corporation cock at the main and removing the angle valve, setter, and meter box.

Page 15-17, Sub-article 1530-3 (D), Remove Fire Hydrant

Replace the first paragraph with the following:

“The work performed to remove a hydrant from a main to be left in service shall include removing the hydrant, valve box and hydrant tee. A sleeve and any necessary piping shall be installed to reconnect the water main to be left in service.”

Replace the second paragraph with the following:

“Removed hydrants shall be provided to the City.”

Page 15-17, Article 1530-4 Measurement and Payment

Add the following:

“Abandoned sewer connections will not be measured and paid.”

Page 15-20; Section 1550 Trenchless Installation of Utilities; Sub-article 1550-4 (A) Bore and Jack:

Add the following paragraphs after line 44:

As the boring operation progresses each new section of encasement pipe shall be butt welded to the previously installed section. In the event that an obstruction is encountered during the dry

Project: U-5536

UC-15

County: Forsyth

boring operation, the auger is to be withdrawn, the excess pipe cut off and capped, and the pipe abandoned by completely filling the void with Portland cement grout as described above.

Encasement pipe installed either trenchless or by open-cut shall be installed prior to laying the carrier pipe within 50 feet of either end of the encasement. The Contractor is responsible for using the methods and equipment needed to attain the alignment, grade and elevation shown on the Engineer's drawings. Any deviations shall be corrected.

Additional attempts may be required at alternate locations as directed by the Engineer.

PROJECT SPECIAL PROVISIONS

Utilities by Others



General:

The following utility companies have facilities that will be in conflict with the construction of this project:

- A. Duke Energy – Power Distribution
 - a. Contact for Duke Energy is Cynthia Ball
 - b. Phone 919-278-2529
 - c. Email: Cynthia.Ball@duke-energy.com
- B. Piedmont Natural Gas Distribution
 - a. Contact for PNG is Kenneth State
 - b. Phone 336-403-9984
 - c. Email: Kenneth.state@duke-energy.com
- C. Windstream
 - a. Contact for Windstream is Andy Moore
 - b. Phone 704-956-1722
 - c. Email: Andrew.x.Moore@windstream.com
- D. Spectrum
 - a. Contact for Spectrum Mike Westgard
 - b. Phone 910-722-5755
 - c. Email: mike.westgard@charter.com
- E. AT&T
 - a. Contact for AT&T is Kevin Kimrey
 - b. Phone 336-392-8360
 - c. Email: kk1587@att.com
- F. Zirrus (Yadtel)
 - a. Contact for Zirrus is Patrick Grey
 - b. Phone 336-463-5703
 - c. Email: patrick.gray@zirrus.com
- G. Verizon
 - a. Contact for Verizon is Leon Jones
 - b. Phone 336-451-0526
 - c. Email: leon.jones@verizon.com

PROJECT SPECIAL PROVISIONS**Utilities by Others**

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owners. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105-8 of the 2024 Standard Specifications.

Utility relocations are shown on the Utilities by Others Plans. The utility owners will phase their relocations into two phases: 1, (UO02) 2, (UO03-UO07) starting with Phase 1, to be completed by Let. Completion dates, for each utility in each area are given in the Utilities Relocation Phasing section of these Special Provisions.

Town of Lewisville Decorative Lighting Relocation:

Town of Lewisville desires the decorative lights to remain in place until required to be removed for construction. The contractor will give the Engineer a minimum of 60 days notice. (336) 945-1023

Utilities Requiring Adjustment in Phase 2 (UO03-UO07):

1. Duke Energy
 - a. Duke Energy will relocate their facility by 12-30-2025
2. PNG
 - a. PNG will relocate their facility by the 12-30-2025
3. AT&T
 - a. AT&T will relocate their facility in Phase 2 by 12-30-2025
4. Spectrum
 - a. Spectrum will relocate their facility in Phase 2 by 12-30-2025
5. Windstream
 - a. Windstream will relocate their facility in Phase 2 by 12-30-2025
6. Zirrus / Yadtel
 - a. Zirrus will relocate their facility in Phase 2 by 12-30-2025
7. MCI / Verizon
 - a. Verizon will relocate their facility in Phase 2 by 12-30-2025.

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

(4-30-2019)(Rev. 1-21-25)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit issued by the North Carolina Department of Environmental Quality Division of Energy, Mineral and Land Resources. Temporary or permanent ground cover stabilization shall occur within the following time frames from the last land-disturbing activity:

- Stabilize perimeter dikes, swales, ditches, and perimeter slopes within 7 calendar days.
- Stabilize high quality water (HQW) zones within 7 calendar days.
- Stabilize slopes steeper than 3:1 within 7 calendar days.
 - If slopes are 10 feet or less in length and are not steeper than 2:1, 14 calendar days are allowed.
- Stabilize slopes 3:1 to 4:1 within 14 calendar days.
 - 7 calendar days for slopes greater than 50 feet in length and with slopes steeper than 4:1.
 - 7 calendar days for perimeter dikes, swales, ditches, perimeter slopes, and HQW Zones.
- Stabilize areas with slopes flatter than 4:1 within 14 calendar days.
 - 7 calendar days for perimeter dikes, swales, ditches, perimeter slopes, and HQW Zones.

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

SEEDING AND MULCHING:

(West)

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

Shoulder and Median Areas

August 1 - June 1

20#	Kentucky Bluegrass
75#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

May 1 - September 1

20#	Kentucky Bluegrass
75#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

May 1 - September 1

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

Approved Tall Fescue Cultivars

06 Dust	Escalade	Kalahari	Serengeti
2 nd Millennium	Essential	Kitty Hawk 2000	Shelby
3 rd Millennium	Evergreen 2	Legitimate	Shenandoah III
Avenger	Faith	Lexington	Shenandoah Elite
Bar Fa	Falcon IV	LifeGuard	Sheridan
Barlexas	Falson NG	LSD	Sidewinder
Barlexas II	Falcon V	Magellan	Signia
Barrera	Fat Cat	Masterpiece	Silver Hawk
Barrington	Fesnova	Millennium SRP	Skyline
Barrobusto	Fidelity	Monet	Solara
Barvado	Finelawn Elite	Mustang 4	Southern Choice II
Biltmore	Finelawn Xpress	Naturally Green	Speedway
Bingo	Finesse II	Ninja 2	Spyder LS
Bizem	Firebird	Ol' Glory	Sunset Gold
Black Tail	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tahoe II
Blade Runner II	Five Point	Pedigree	Talladega
Bonsai	Focus	Picasso	Tanzania
Braveheart	Forte	Piedmont	Temple
Bravo	Garrison	Plantation	Terrano
Bullseye	Gazelle II	Proseeds 5301	Thor
Cannavaro	GLX Aced	Prospect	Thunderstruck
Catalyst	Gold Medallion	Quest	Titanium LS
Cayenne	Grande 3	RainDance	Titan LTD
Cezanne RZ	Greenbrooks	Raptor II	Tracer
Chipper	Greenkeeper	Rebel IV	Traverse SRP
Cochise IV	Gremlin	Rebel Exeda	Trio
Constitution	Greystone	Rebel Sentry	Tulsa Time
Corgi	Guardian 21	Regenerate	Turbo
Corona	Guardian 41	Regiment II	Turbo RZ
Coyote	Hemi	Rembrandt	Tuxedo
Cumberland	Honky Tonk	Rendition	Ultimate
Darlington	Hot Rod	Reunion	Umbrella
DaVinci	Hunter	Rhambler 2 SRP	Van Gogh

Desire	Inferno	Riverside	Venture
Diablo	Integrity	RNP	Watchdog
Dominion	Jaguar 3	Rocket	Wolfpack II
Dynamic	Jamboree	Saltillo	Xtremegreen
Dynasty	Justice	Scorpion	

Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Coat	Granite	Prosperity
Alexa II	Blue Note	Hampton	Quantum Leap
America	Blue Velvet	Harmonie	Rambo
Apollo	Boomerang	Impact	Rhapsody
Aramintha	Cabernet	Jackrabbit	Rhythm
Arcadia	Champagne	Jefferson	Royce
Aries	Champlain	Juliet	Rubicon
Armada	Chicago II	Keeneland	Rugby II
Arrow	Corsair	Langara	Rush
Arrowhead	Courtyard	Legend	Shariz
Aura	Dauntless	Liberator	Showcase
Avid	Delight	Lunar	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mazama	Sonoma
Bandera	Eagleton	Mercury	Sorbonne
Barduke	Emblem	Merlot	Starburst
Barnique	Empire	Midnight	Sudden Impact
Baron	Envicta	Midnight II	Thermal Blue
Baroness	Everest	Moon Shadow	Total Eclipse
Barrister	Everglade	Mystere	Touche
Barvette HGT	Excursion	Nu Destiny	Tsunami
Bedazzled	Freedom II	NuChicago	Valor
Belissimo	Freedom III	NuGlade	Washington
Bewitched	Front Page	Oasis	Zedor
Beyond	Futurity	Odyssey	Zinfandel
Blackjack	Gaelic	Perfection	
Bluebank	Ginney II	Pinot	
Blueberry	Gladstone	Princeton 105	

Approved Hard Fescue Cultivars:

Aurora Gold	Firefly	Nordic	Rhino
Azay Blue	Gladiator	Oxford	Scaldis II
Beacon	Granite	Predator	Spartan II
Berkshire	Heron	Quatro	Stonehenge
Beudin	Jetty	Reliant II	Sword
Blueray	Minimus	Reliant IV	Warwick

Chariot
Eureka II

Miser
Nancock

Rescue 911
Resolute

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

Native Grass Seeding And Mulching

(West)

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation and/or trout stream construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

August 1 - June 1

18# Creeping Red Fescue
8# Big Bluestem
6# Indiangrass
4# Switchgrass
35# Rye Grain
500# Fertilizer
4000# Limestone

May 1 – September 1

18# Creeping Red Fescue
8# Big Bluestem
6# Indiangrass
4# Switchgrass
25# German or Browntop Millet
500# Fertilizer
4000# Limestone

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

Measurement and Payment

Native Grass *Seeding and Mulching* will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

TEMPORARY SEEDING:

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. German Millet, or Browntop Millet shall be used in summer months and rye grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

FERTILIZER TOPDRESSING:

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

SUPPLEMENTAL SEEDING:

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, and the rate of application may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

MOWING:

The minimum mowing height on this project shall be six inches.

LAWN TYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones $\frac{3}{4}$ " and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

CONSTRUCTION MATERIALS MANAGEMENT

(3-19-19) (rev. 04-27-20)

Description

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

Polyacrylamides (PAMS) and Flocculants

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants. The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8_30_18.pdf

Equipment Fluids

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

Waste Materials

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 feet away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

Herbicide, Pesticide, and Rodenticides

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

Concrete Materials

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.) Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A Residuals Statewide* (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

Earthen Material Stock Piles

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

Measurement and Payment

Conditions set within the *Construction Materials Management* provision are incidental to the project for which no direct compensation will be made.

WASTE AND BORROW SOURCES:

(2-16-11) (Rev. 3-17-22)

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/Contract%20Reclamation%20Procedures.pdf>

All forms and documents referenced in the “Borrow and Waste Site Reclamation Procedures for Contracted Projects” shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

TEMPORARY DIVERSION:

This work consists of installation, maintenance, and cleanout of *Temporary Diversions* in accordance with Section 1630 of the *Standard Specifications*. The quantity of excavation for installation and cleanout will be measured and paid for as *Silt Excavation* in accordance with Article 1630-3 of the *Standard Specifications*.

TEMPORARY EARTH BERMS:

Description

This work consists of installing, maintaining, and removing any and all material required for the construction of temporary earth berms. The temporary earth berms shall be used to direct the flow of water to specific erosion control device(s), or to direct water flowing from offsite around/away from specific area(s) of construction.

Construction Methods

The Contractor shall install the temporary earth berms in accordance with the details in the plans and at locations indicated in the plans, and as directed. Upon installation, the earth berms shall be immediately stabilized as provided in Section 1620 of the *Standard Specifications*. Other stabilization methods may be utilized with prior approval from the Engineer.

Upon completion of the project, the temporary earth berms shall be removed. The earth material can be utilized in the filling of silt ditches and detention devices, or graded to match the existing contours and permanently seeded and mulched.

Measurement and Payment

The installation of the temporary earth berms will be paid for as *Borrow Excavation* as provided in Section 230 of the *Standard Specifications* or included in the lump sum price for grading.

Stabilization of the temporary earth berms will be paid for as *Temporary Seeding* as provided in Section 1620 of the *Standard Specifications*.

Such price and payment shall be considered full compensation for all work covered by this section including all materials, construction, maintenance, and removal of the temporary earth berms.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:**Description**

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

Materials**(A) Safety Fencing**

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

(B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final

acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

Measurement and Payment

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation

including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay Item

Safety Fence

Pay Unit

Linear Foot

IMPERVIOUS DIKE:

(9-9-11)(Rev. 11-15-22)

Description

This work consists of furnishing, installing, maintaining, pumping and removing an *Impervious Dike* for the purpose of diverting normal stream flow around the construction site. The Contractor shall construct an impervious dike in such a manner approved by the Engineer. The impervious dike shall not permit seepage of water into the construction site or contribute to siltation of the stream. The impervious dike shall be constructed of an acceptable material in the locations noted on the plans or as directed by the Engineer.

Materials

Acceptable materials shall include but not be limited to sheet piles, sandbags, and/or the placement of an acceptable size stone lined with polypropylene or other impervious geotextile.

Earth material shall not be used to construct an impervious dike when it is in direct contact with the stream unless vegetation can be established before contact with the stream takes place.

Construction Methods

Where impervious dikes are shown on the plans and used to dewater or lower the water elevation, construct in accordance with Article 410-4 and 410-5.

Measurement and Payment

Impervious Dike will be measured and paid as the actual number of linear feet of impervious dike(s) constructed, measured in place from end to end of each separate installation that has been completed and accepted by the Engineer. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance, pumping and removal of the impervious dike.

Payment will be made under:

Pay Item

Impervious Dike

Pay Unit

Linear Foot

TEMPORARY PIPE FOR CULVERT CONSTRUCTION:**Description**

This work consists of furnishing, installing, maintaining and removing any and all temporary pipe used on this project in conjunction with the culvert construction.

Construction Methods

The Contractor shall install temporary pipe in locations shown on the plans in such a manner approved by the Engineer. The temporary pipe shall provide a passageway for the stream through the work-site. The minimum size requirements will be as stated on the erosion control plans.

Measurement and Payment

15", 18" or 24" Temporary Pipe will be measured and paid for at the contract unit price per linear foot of temporary pipe approved by the Engineer and measured in place from end to end. Such price and payment will be full compensation for all work covered by this section including but not limited to furnishing all materials required for installation, construction, maintenance, and removal of temporary pipe.

Payment will be made under:

Pay Item	Pay Unit
15" Temporary Pipe	Linear Foot
18" Temporary Pipe	Linear Foot
24" Temporary Pipe	Linear Foot

PUMP AROUND OPERATION:**Description**

The work covered by this section consists of furnishing, installing, maintaining and removing any and all pump around systems used on this project. The Contractor shall install a pump around system in locations as shown in the plans and in other locations approved by the Engineer. The pump around system shall provide a passageway for the stream flow around the work site. See the Example of Pump Around Operation Detail Sheet in the Erosion Control plans.

The quantity of pump around systems may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Item	Section
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Special Stilling Basin

1639

Impervious Dike shall meet the specifications as provided elsewhere in this contract.

Pumps shall be of sufficient size to divert the stream flow around the work area, as approved by the Engineer.

Construction Methods

Install *impervious dike(s)* as shown on the plans or as directed. Pump water around the work site. If the water is turbid or exposed to bare soil, pump through a *special stilling basin*. Once the work is complete in an area remove the *impervious dike(s)* and pump system, and stabilize the area.

Measurement and Payment

Impervious Dike will be measured and paid for as provided elsewhere in this contract.

Special Stilling Basin will be measured and paid for in accordance with Article 1639-4 of the *Standard Specifications*.

Payment for pumping operations shall be considered incidental to the work of installing pipes, culverts and channels. The pumping operations shall include but not be limited to, diverting the stream flow around the work area and pumping runoff from the work area into a stilling basin, special stilling basin or other sediment control device. No additional payment will be made for furnishing materials or maintenance of the pumping operations for the installation of pipes, culverts and channels.

The above prices and payments will be full compensation for all work covered by this section including, but not limited to furnishing all of the necessary materials, construction, maintenance and removal of the impervious dike and pump around system.

CONCRETE WASHOUT STRUCTURE:

(8-17-23)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

Materials

Item

Temporary Silt Fence

Section

1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details or commercially available devices are approved, then those devices will also be paid for per each approved and installed device.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

Safety Fence shall be measured and paid for as provided elsewhere in this contract.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item

Concrete Washout Structure

Pay Unit

Each

FABRIC INSERT INLET PROTECTION

(1-1-24)

Description

Install, maintain, and remove Fabric Insert Inlet Protection, of the type specified, in inlet structures (catch basins, drop inlets, etc.) in areas where asphalt or concrete may prevent the proper installation of a Rock Inlet Sediment Traps Type C, or as directed by the Engineer.

Materials

Provide a fabric inlet protection device composed of a fitted woven polypropylene geotextile double sewn with nylon thread suspended sack. The Fabric Insert Inlet Protection shall be manufactured to fit the opening of the catch basin or drop inlet or shall have a deflector to direct runoff from the curb opening into the fabric sack. The Fabric Insert Inlet Protection shall have a rigid frame or support system to support the loaded weight of the product. The product shall have lifting loops for removing the device from the basin and will have dump straps attached at the bottom to facilitate the emptying of the device. The Fabric Insert Inlet Protection shall have an overflow system to allow stormwater to enter the inlet structure and avoid ponding on the roadway when the device reaches capacity.

The fitted filter assembly shall have the following physical properties:

Type 1 (High Flow):

Physical	Test Method	English
Grab Tensile	ASTM D-4632	255 x 275 lbs
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	420 PSI
Minimum UV Resistance	ASTM D-4355	70 %.
Flow Rate	ASTM D-4491	200 gal/min/ft ²
Apparent Opening	ASTM D-4751	20 US Sieve
Permittivity	ASTM D-4491	1.5 sec ⁻¹

Type 2 (Low Flow):

Physical	Test Method	English
Grab Tensile	ASTM D-4632	315 x 300 lbs
Grab Elongation	ASTM D-4632	15 x 15 %
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	650 PSI
Minimum UV Resistance	ASTM D-4355	70 %.
Flow Rate	ASTM D-4491	40 gal/min/ft ²
Apparent Opening	ASTM D-4751	40 US Sieve
Permittivity	ASTM D-4491	0.55 sec ⁻¹

Construction Methods

Strictly adhere to the manufacturer's installation instructions and recommendations. Maintenance shall include regular daily inspections and after each qualifying rain event. The Fabric Insert Inlet Protection shall be emptied, cleaned and placed back into the basin when it reaches 50% capacity or as directed by the Engineer.

Measurement and Payment

Fabric Insert Inlet Protection, Type __ will be measured and paid in units of each of the type specified, complete in place and accepted. Such payment shall be full compensation for furnishing and installing the *Fabric Insert Inlet Protection, Type __* in accordance with this specification and for all required maintenance.

Fabric Insert Inlet Protection Cleanout will be measured and paid in units of each for the maintenance of the device, cleanout and disposal of accumulated sediments.

Payment will be made under:

Pay Item

Fabric Insert Inlet Protection, Type 2
Fabric Insert Inlet Protection Cleanout

Pay Unit

Each
Each

PROJECT SPECIAL PROVISION

(10-18-95) (Rev. 10-15-24)

Z-1

PERMITS

The Contractor's attention is directed to the following permits, which have been issued to the Department of Transportation by the authority granting the permit.

<u>PERMIT</u>	<u>AUTHORITY GRANTING THE PERMIT</u>
Dredge and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Water Resources, DEQ State of North Carolina

The Contractor shall comply with all applicable permit conditions during construction of this project.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *Standard Specifications* and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the restricted waters, wetlands or buffer zones, provided that activities outside those areas is done in such a manner as to not affect the restricted waters, wetlands or buffer zones.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

January 2, 2025

MEMORANDUM TO: Division Construction Units
Contract Standards and Development Unit

FROM: Amy Euliss
Division Environmental Unit

SUBJECT: Environmental Permits for the Proposed Extension of Great Wagon Road from Shallowford Road (ST 1001) to Lewisville Vienna Road (SR 1308) in Forsyth County, Division 9, **TIP: U-5536.**

Please find enclosed the following permits for this project:

Agency	Permit Type	Permit Expiration
US Army Corps of Engineers Section 404 Clean Water Act Permit	Nationwide 14, Nationwide 13	March 14, 2026
NC Division of Water Resources Section 401 Water Quality Certification	Individual Certification 006434, General Certification No. 4245	March 14, 2026

Work is authorized by the above referenced permit provided it is accomplished in strict accordance with the permitted plans.

The Environmental Coordination and Permitting Group or the Division Environmental Office must be consulted if any deviation from the permit(s) is required.

The General Conditions and Certifications for Nationwide and Regional Permits can be referenced at:
https://xfer.services.ncdot.gov/pdea/PermIssued/_General_Conditions_and_Certifications/

**U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT**

Action Id. SAW-2016-02032

County: Forsyth

U.S.G.S. Quad: NC-Clemmons

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Permittee: North Carolina Department of Transportation
Ms. Amy Euliss, Division 9 PDEA Engineer
 Address: 375 Silas Creek Parkway
Winston Salem, North Carolina 27127
 Telephone Number: (336) 747-7800
 E-mail: aeuliss@ncdot.gov

Size (acres) 16.4 acres
 Nearest Waterway Yadkin River
 USGS HUC 03040101

Nearest Town Lewisville
 River Basin Upper Pee Dee
 Coordinates Latitude: 36.097769
 Longitude: -80.420129

Location description: The NCDOT U-5536, Great Wagon Road Extension project, is an extension of the existing Great Wagon Road by constructing new roadway on new alignment to Shallowford Road and then between Williams Road, Sunny Acres Drive and to Lewisville-Vienna Road in Lewisville, Forsyth County, N.C.

Description of projects area and activity: This verification authorizes the NCDOT to construct U-5536, Great Wagon Road Extension project, an extension of the existing Great Wagon Road by constructing new roadway on new alignment. This authorization includes the following impacts to waters of the U.S.:

<u>Site ID #</u>	<u>Wetland Impact Temp. (ac)</u>	<u>Wetland Impact Perm. (ac)</u>	<u>Stream Impact Temp. (lf)</u>	<u>Stream Impact Perm. (lf)</u>
<u>Site #1, bank stabilization (total)</u>				<u>24</u>
<u>Site #1, 36" diameter pipe</u>			<u>22</u>	<u>92</u>
<u>Site #2, 30" diameter pipe</u>	<u>0.007 Mechanical clearing</u>	<u>0.012</u>	<u>10</u>	<u>141</u>
<u>Site #3, bank stabilization</u>				<u>8</u>
<u>Site #3, 24" diameter pipe</u>			<u>12</u>	
<u>Site #4, base tail ditch</u>			<u>13</u>	
<u>TOTAL IMPACTS</u>	<u>0.007</u>	<u>0.012</u>	<u>57</u>	<u>265</u>
<u>Total loss of waters of the U.S. (wetlands)</u>	<u>0.019</u>		<u>Total loss of waters of the U.S. (stream)</u>	<u>233</u>
<u>Required Wetland Mitigation (ac)</u>	<u>0.019</u>		<u>Required Stream Mitigation (lf)</u>	<u>233</u>

This project will include a total of 265 linear feet (lf) of permanent impact (of that 233 lf of impact will result in permanent stream loss), 57 lf of temporary stream impacts from dewatering activities, placement of fill in 0.012 ac of wetlands and mechanical clearing of 0.007 ac of wetland. Because of the permanent loss of waters (stream), compensatory stream and wetland mitigation is required.

Applicable Law(s): ☒ Section 404 (Clean Water Act, 33 USC 1344)
☐ Section 10 (Rivers and Harbors Act, 33 USC 403)

Authorization: **Nationwide Permit (NWP)-14**

SEE ATTACHED NWP GENERAL, REGIONAL, AND/OR SPECIAL CONDITIONS

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached Conditions, your application signed and dated 11/16/2023, and the enclosed plans Sheets 1-12 of 12, entitled, "NCDOT TIP Project: U-5536" dated 10/30/2023. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.

This verification will remain valid until the expiration date identified below unless the nationwide and/or regional general permit authorization is modified, suspended, or revoked. If, prior to the expiration date identified below, the nationwide and/or regional general permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide and/or regional general permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide and/or regional general permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide and/or regional general permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Resources (telephone 919-807-6300) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management **Morehead City, NC, at (252) 808-2808**.

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State, or local approvals/permits. If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact Stephen A. Brumagin at (704) 798 6471 or stephen.a.brumagin@usace.army.mil.

Monte
Matthews

2024.01.05

14:30:45 -05'00'

Corps Regulatory Official: _____ Date: 1/5/2024
Expiration Date of Verification: 3/14/2026

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0

Enclosures:

Project Plans
401 WQC and Revision
NWP-14

Copy furnished:

SPECIAL CONDITIONS

1. All work must be performed in strict compliance with (a) the description of work in the PCN and (b) the Wetlands and Surface Water Impact Permit Drawing(s) (Permit Plans) in the application dated October 30, 2023. Any modification to the description of work and/or the permit plans must be approved by the USACE prior to implementation.
2. The permittee shall require its contractors and/or agents to comply with the terms and conditions of this authorization letter in the construction and maintenance of this project and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this authorization letter, all conditions, and any authorized modifications. A copy of this authorization letter, all conditions, and any authorized modifications, shall be available at the project site during construction and maintenance of this project.
3. ~~The permittee agrees to implement the follow conservation measures for the NCDOT U-5536, Great Wagon Road extension project in Forsyth County:~~
 - ~~a. Tree clearing will not occur within the action area from April 1 – October 15.~~
 - ~~b. NCDOT will ensure tree removal is limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field. Clearing limits follow the most recent version of the NCDOT Manual for Construction Layout and are typically marked by placing blue and white stripped flagging on 36-inch stakes or trees.~~
 - ~~c. Should two years elapse between suitable bat roosting structure surveys and work impacts on said structure(s), new surveys shall be completed to ensure absence of roosting bats.~~
 - ~~d. Permanent lighting that is installed or impacted by the project will be replaced with downcast lighting that meets the requirements of the current edition of the AASHTO Roadway Lighting Design Guide.~~
 - ~~e. Lighting used for nighttime construction work will be limited to what is necessary to maintain safety standards and will only be directed toward active work areas.~~
 - ~~f. Blasting will occur in the daytime once the trees within the project clearing limits that are immediately adjacent to the blasting site have been removed.~~
 - ~~g. Blast monitoring will occur per NCDOT standard specifications for blasting in the project area. Blast mats or overburden material will be used for all blast sites per the~~

~~standard specifications~~

4. In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Forms. The requirements of these forms, including any special conditions listed on these forms, are hereby incorporated as special conditions of this permit authorization.
5. **Borrow and Waste:** To ensure that all borrow and waste activities occur on high ground and do not result in the degradation of adjacent waters and wetlands, except as authorized by this permit, the Permittee shall require its contractors and/or agents to identify all areas to be used as borrow and/or waste sites associated with this project. The Permittee shall provide the U.S. Army Corps of Engineers with appropriate maps indicating the locations of proposed borrow and/or waste sites as soon as such information is available. The Permittee shall submit to the Corps site-specific information needed to ensure that borrow and/or waste sites comply with all applicable Federal requirements, to include compliance with the Endangered Species Act and the National Historic Preservation Act, such as surveys or correspondence with agencies (e.g., the USFWS, the NC-HPO, etc.). The required information shall also include the location of all aquatic features, if any, out to a distance of 400 feet beyond the nearest boundary of the site. The Permittee shall not approve any borrow and/or waste sites before receiving written confirmation from the Corps that the proposed site meets all Federal requirements, whether or not waters of the U.S., including wetlands, are located in the proposed borrow and/or waste site. All delineations of aquatic sites on borrow and/or waste sites shall be verified by the U.S. Army Corps of Engineers and shown on the approved reclamation plans. The Permittee shall ensure that all borrow and/or waste sites comply with **Special Condition 6** of this permit. Additionally, the Permittee shall produce and maintain documentation of all borrow and waste sites associated with this project. This documentation will include data regarding soils, vegetation, hydrology, any delineation(s) of aquatic sites, and any jurisdictional determinations made by the Corps to clearly demonstrate compliance with **Special Condition 6**. All information will be available to the U.S. Army Corps of Engineers upon request. The Permittee shall require its contractors to complete and execute reclamation plans for each borrow and/or waste site and provide written documentation that the reclamation plans have been implemented and all work is completed. This documentation will be provided to the U.S. Army Corps of Engineers within 30 days of the completion of the reclamation work.
6. Except as authorized by this permit or any U.S. Army Corps of Engineers approved modification to this permit, no excavation, fill, or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, within waters or wetlands, or shall any activities take place that cause the degradation of waters or wetlands. There shall be

no excavation from, waste disposal into, or degradation of, jurisdictional wetlands or waters associated with this permit without appropriate modification of this permit, including appropriate compensatory mitigation. This prohibition applies to all borrow and waste activities connected with this project. In addition, except as specified in the plans attached to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, in such a manner as to impair normal flows and circulation patterns within, into, or out of waters or wetlands or to reduce the reach of waters or wetlands.

Action ID Number: SAW-2016-02032

County: Forsyth

**Permittee: North Carolina Department of Transportation, Ms. Amy Euliss, Division 9
PDEA Engineer**

Project Name: NCDOT U-5536 Great Wagon Road Extension, Forsyth Co., N.C.

Date Verification Issued: 1/5/2024

Project Manager: Stephen A. Brumagin

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification, and return it to the following address:

**US ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT
Attn: Stephen A. Brumagin
Charlotte Regulatory Office
U.S Army Corps of Engineers
8430 University Executive Park Drive, Suite 615
Charlotte, North Carolina 28262
or
stephen.a.brumagin@usace.army.mil**

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. Failure to comply with any terms or conditions of this authorization may result in the Corps suspending, modifying, or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and condition of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, WILMINGTON DISTRICT
WILMINGTON REGULATORY OFFICE
69 DARLINGTON AVENUE
WILMINGTON NORTH CAROLINA 28403

July 23, 2024

Regulatory Program/Division

SAW-2016-02032 NCDOT U-5536, Great Wagon Rd Ext., Forsyth Co.

Sent Via Email: aeuliss@ncdot.gov

Ms. Amy Euliss, PDEA Engineer
NC Department of Transportation, Division 9
375 Silas Creek Parkway
Winston Salem, NC 27127

Dear Ms. Euliss:

Please reference the following project and permit verification issued on the below corresponding date:

Corps Project Number	Project Description	Date of Authorization
SAW-2016-02032	U-5536, Great Wagon Road Extension Project, Forsyth County	January 5, 2024

Please note, when this permit verification was issued, the project fell within the range of the Tricolored Bat (*Perimyotis subflavus*) and the Corps determined that the project may affect but was not likely to adversely affect this species. The U.S. Fish and Wildlife Service (USFWS) concurred with the determinations and special conditions were included in each project permit verification to protect the Tricolored Bat.

By email dated April 8, 2024, USFWS notified the Corps that the range for the Tricolored Bat had been updated. The Corps determined that the referenced project was no longer within the range of the Tricolored Bat based upon current USFWS tricolored bat range mapping. Therefore, the determination for this project should be revised to no effect for Tricolored bat. With the revision of the effects determination to no effect, the conditions to protect the Tricolored Bat that were originally included in the permit verification letter is no longer required. This letter is to notify NCDOT that the adherence to special conditions related to the protection of the Tricolored Bat is no longer required for the specific project in the above table. Please note that all other permit conditions (to include the expiration date) for this project is still applicable. This letter, along with each of the original permit verification listed above, constitute the entirety of the Section 10/404 decision for this project.

From: [Conchilla, Ryan](#)
To: [Locklear, Susan P](#); [Euliss, Amy](#); [Brumagin, Stephen A \(Steve\) CIV USARMY CESAW \(USA\)](#)
Cc: [James, Connie K](#)
Subject: RE: U-5536 stormwater revision and bank stabilization
Date: Tuesday, April 2, 2024 9:10:25 AM
Attachments: [image.png](#)
[image.png](#)

Amy,

Based on our previous discussions regarding the project, a non-reporting NW 13 will work for this minor additional impact.

Please use this email as approval for these activities.

Let me know if I can provide additional assistance.

Thanks and have a good day-

Ryan Conchilla, PWS

Environmental Specialist II

401 and Buffer Transportation Permitting Branch

North Carolina Department of Environmental Quality

919-707-9111 office

Ryan.Conchilla@deq.nc.gov



From: Locklear, Susan P <Susan.Locklear@deq.nc.gov>

Sent: Tuesday, April 2, 2024 9:00 AM

To: Euliss, Amy <aeuliss@ncdot.gov>; Conchilla, Ryan <ryan.conchilla@deq.nc.gov>; Brumagin, Stephen A (Steve) CIV USARMY CESAW (USA) <Stephen.A.Brumagin@usace.army.mil>

Cc: James, Connie K <ckjames1@ncdot.gov>

Subject: RE: U-5536 stormwater revision and bank stabilization

I have no further comments.

Susan Locklear, PE, CFM

Stormwater Engineer

Transportation Permitting Branch

North Carolina Department of Environmental Quality

Office: (919) 707-3880

susan.locklear@deg.nc.gov



From: Euliss, Amy <aeuliss@ncdot.gov>

Sent: Monday, April 1, 2024 2:29 PM

To: Conchilla, Ryan <ryan.conchilla@deg.nc.gov>; Brumagin, Stephen A (Steve) CIV USARMY CESAW (USA) <Stephen.A.Brumagin@usace.army.mil>

Cc: Locklear, Susan P <Susan.Locklear@deg.nc.gov>; James, Connie K <ckjames1@ncdot.gov>

Subject: U-5536 stormwater revision and bank stabilization

Ryan and Steve,

At the beginning of February, we reached out concerning a stormwater revision on U-5536 in Forsyth. We met with Ryan and Susan to discuss the changes. Based on our discussions, the plans have been revised. The stormwater revision resulted in an additional 17' of bank stabilization at permit site 1. Previous emails and the revised permit plans are attached.

Can we permit the additional 17' under a non-reporting NW 13, or should we resubmit the permit application? In the past when we were below USACE IP thresholds, we have handled additional bank stabilization in this way.

Ryan and Susan,

Please advise if you have any further comment on the stormwater revisions.

Thanks.

Amy Euliss
Division 9 PDEA Engineer
North Carolina Department of Transportation

336 747 7802 office
aeuliss@ncdot.gov

375 Silas Creek Parkway
Winston Salem, NC 27127-7167

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director



NORTH CAROLINA
Environmental Quality

January 2, 2024

Ms. Amy Euliss
Division 9 PDEA Engineer
North Carolina Department of Transportation
375 Silas Creek Parkway
Winston Salem, NC 27127-7167
aeuliss@ncdot.gov

Subject: 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with
ADDITIONAL CONDITIONS for the proposed extension of Great Wagon Road from Shallowford
Road (SR 1001) to Lewisville-Vienna Road (SR 1308) in Forsyth County. STIP No. U-5536.
WBS No. 44108.1.2. USACE SAW-2016-02032.
NCDWR Project No. 20231567_R1

Dear Ms. Euliss,

Attached hereto is a copy of Certification No. 006434 issued to the NCDOT dated January 2, 2024.

If we can be of further assistance, do not hesitate to contact us.

Sincerely,
DocuSigned by:

Amy Chapman

9C9886312DCD474...
Richard E. Rogers, Jr. Director
Division of Water Resources

Electronic copy only distribution:

Steve Brumagin, US Army Corps of Engineers, Charlotte Field Office
Jeremy Keaton, DOT Division 9 Engineer
Gordan Cashin, Arcadis, US Inc

401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act

THIS CERTIFICATION is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Resources (NCDWR) Regulations in 15 NCAC 2H .0500. This certification authorizes the NCDOT to impact 322 linear feet of jurisdictional streams and 0.019 acres of wetlands in Forsyth County. The project shall be constructed pursuant to the application dated received November 16, 2023. The authorized impacts are as described below:

Stream Impacts in the Yadkin Pee-Dee River Basin

Site	Perm. Fill in Stream (linear ft)	Temp. Fill in Stream (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
S1- 30" dia. to 36" dia. pipe	92	22	114	
S1- Bank Stabilization	12		12	
S1- Bank Stabilization	12		12	
S2- 30" dia. pipe	141	10	151	
S3- 24" dia. pipe		12	12	
S3- Bank Stabilization	8		8	
S4- Std 2' Base Tail Ditch		13	13	
Totals	265	57	322	

Total Stream Impacts: 322 linear feet.

Wetland Impacts in the Yadkin Pee-Dee River Basin

Site	Permanent Wetland Impacts (acres)	Total Wetland Impact (acres)	Wetland Impacts Requiring Mitigation (acres)
W1 - Culvert	0.012	0.012	
W2- Mechanized Clearing	0.007	0.007	
Totals	0.019	0.019	

Total Wetland Impacts: 0.019 acres.

The application provides adequate assurance that the discharge of fill material into the waters of the Yadkin Pee-Dee River Basin in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your application dated received November 16, 2023. Should your project change, you are required to notify the NCDWR and submit a new application. If the



North Carolina Department of Environmental Quality | Division of Water Resources
 512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617
 919.707.9000

property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed one acre or 150 linear feet, respectively, additional compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7).

For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not limited to) Sediment and Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.

This Water Quality Certification neither grants nor affirms any property right, license, or privilege in any lands or waters, or any right of use in any waters. This Water Quality Certification does not authorize any person to interfere with the riparian rights, littoral rights, or water use rights of any other person and does not create any prescriptive right or any right of priority regarding any usage of water. This Water Quality Certification shall not be interposed as a defense in any action respecting the determination of riparian or littoral rights or other rights to water use. No consumptive user is deemed by virtue of this Water Quality Certification to possess any prescriptive or other right of priority with respect to any other consumptive user regardless of the quantity of the withdrawal or the date on which the withdrawal was initiated or expanded. Upon the presentation of proper credentials, the Division may inspect the property.

Condition(s) of Certification:

Project Specific Conditions

1. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams, shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and down stream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by the NCDWR. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact the NCDWR for guidance on how to proceed and to determine whether or not a permit modification will be required. [15A NCAC 02H.0506(b)(2)].
2. If multiple pipes or barrels are required, they shall be designed to mimic natural stream cross section as closely as possible including pipes or barrels at flood plain elevation and/or sills where appropriate. Widening the stream channel should be avoided. Stream channel widening at the inlet or outlet end of structures typically decreases water velocity causing sediment deposition that requires increased maintenance and disrupts aquatic life passage. [15A NCAC 02H.0506(b)(2)]
3. Riprap shall not be placed in the active thalweg channel or placed in the streambed in a manner that precludes aquatic life passage. Bioengineering boulders or structures should be properly designed, sized and installed. [15A NCAC 02H.0506(b)(2)]
4. The stream channel shall be excavated no deeper than the natural bed material of the stream, to the maximum extent practicable. Efforts must be made to minimize impacts to the stream banks, as well as to vegetation responsible for maintaining the stream bank stability. Any applicable riparian buffer impact for access to stream channel shall be temporary and be revegetated with native riparian species. [15A NCAC 02H.0506(b)(2)]
5. No drill slurry or water that has been in contact with uncured concrete shall be allowed to enter surface waters. This water shall be captured, treated, and disposed of properly. [15A NCAC 02H .0506(b)(3)].



General Conditions

1. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills. [15A NCAC 02B.0200]
2. During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S., or protected riparian buffers. [15A NCAC 02H.0506(b)(2)]
3. The dimension, pattern and profile of the stream above and below the crossing shall not be modified. Disturbed floodplains and streams shall be restored to natural geomorphic conditions. [15A NCAC 02H.0506(b)(2)]
4. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage. [15A NCAC 02H.0506(b)(2)]
5. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
6. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of NCDOT Construction and Maintenance Activities manual such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water. [15A NCAC 02H.0506(b)(3) and (c)(3)]
7. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream. [15A NCAC 02H.0506(b)(3)]
8. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials. [15A NCAC 02H.0506(b)(3)]
9. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification. [15A NCAC 02H.0506(b)(3)]
10. Discharging hydroseed mixtures and washing out hydro seeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]
11. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If the NCDWR determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, the NCDWR may reevaluate and modify this certification. [15A NCAC 02B.0200]
12. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification. [15A NCAC 02H.0506(b)(2)]
13. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
14. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification. [15A NCAC 02H.0501 and .0502]
15. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and federal) having



jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.

16. The Permittee shall report any violations of this certification to the Division of Water Resources within 24 hours of discovery. [15A NCAC 02B.0506(b)(2)]
17. Upon completion of the project (including any impacts at associated borrow or waste sites), NCDOT project engineer (or appointee) shall complete and return the enclosed "Certification of Completion Form" to notify the NCDWR when all work included in the 401 Certification has been completed. [15A NCAC 02H.0502(f)]
18. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be located in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities. [15A NCAC 02H.0506(b)(3) and (c)(3)]
19. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to protect surface waters standards [15A NCAC 02H.0506(b)(3) and (c)(3)]:
 - a. The erosion and sediment control measures for the project must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Sediment and Erosion Control Planning and Design Manual*.
 - b. The design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal, or exceed, the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
 - c. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
 - d. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.
20. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification. [15A NCAC 02H.0506(b)(3) and (c)(3)]
21. When applicable, all construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sediment and Pollution Control Act of 1973). Regardless of applicability of the Sediment and Pollution Control Act, all projects shall incorporate appropriate Best Management Practices for the control of sediment and erosion so that no violations of state water quality standards, statutes, or rules occur. [15A NCAC 02H .0506(b)(3) and (c)(3) and 15A NCAC 02B.0200]
22. Design, installation, operation, and maintenance of all sediment and erosion control measures shall be equal to or exceed the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*, or for linear transportation projects, the *NCDOT Sediment and Erosion Control Manual*. All devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) sites, including contractor-owned or leased borrow pits associated with the project. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.
23. For borrow pit sites, the erosion and sediment control measures shall be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*. Reclamation measures and implementation shall comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.

This Certification shall become null and void unless the above conditions are made conditions of the Federal 404 and/or Coastal Area Management Act Permit. This Certification shall expire upon the expiration of the 404 or CAMA permit. Please be aware that impacting waters without first applying for and securing the issuance of a 401 Water Quality Certification violates Title 15A of the North Carolina Administrative Code (NCAC) 2H .0500. Title 15A



North Carolina Department of Environmental Quality | Division of Water Resources
 512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617
 919.707.9000

NCAC 2H .0500 requires certifications pursuant to Section 401 of the Clean Water Act whenever construction or operation of facilities will result in a discharge into navigable waters, including wetlands, as described in 33 Code of Federal Regulations (CFR) Part 323. It also states any person desiring issuance of the State certification or coverage under a general certification required by Section 401 of the Federal Water Pollution Control Act shall file with the Director of the North Carolina Division of Water Quality. Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. Pursuant to G.S. 143-215.6A, these violations and any future violations are subject to a civil penalty assessment of up to a maximum of \$25,000.00 per day for each violation.

This approval and its conditions are final and binding unless contested [G.S. 143-215.5]. Please be aware that impacting waters without first applying for and securing the issuance of a 401 Water Quality Certification violates Title 15A of the North Carolina Administrative Code (NCAC) 2H .0500. Title 15A NCAC 2H .0500 requires certifications pursuant to Section 401 of the Clean Water Act whenever construction or operation of facilities will result in a discharge into navigable waters, including wetlands, as described in 33 Code of Federal Regulations (CFR) Part 323. It also states any person desiring issuance of the State certification or coverage under a general certification required by Section 401 of the Federal Water Pollution Control Act shall file with the Director of the North Carolina Division of Water Quality. Pursuant to G.S. 143-215.6A, these violations and any future violations are subject to a civil penalty assessment of up to a maximum of \$25,000.00 per day for each violation.

This Certification can be contested as provided in Chapter 150B of the North Carolina General Statutes by filing a Petition for a Contested Case Hearing (Petition) with the North Carolina Office of Administrative Hearings (OAH) within sixty (60) calendar days. Requirements for filing a Petition are set forth in Chapter 150B of the North Carolina General Statutes and Title 26 of the North Carolina Administrative Code. Additional information regarding requirements for filing a Petition and Petition forms may be accessed at <http://www.ncoah.com/> or by calling the OAH Clerk's Office at (919) 431-3000.

A party filing a Petition must serve a copy of the Petition on:

William F. Lane, General Counsel
Department of Environmental Quality
1601 Mail Service Center
Raleigh, NC 27699-1601

If the party filing the Petition is not the permittee, then the party must also serve the recipient of the Certification in accordance with N.C.G.S 150B-23(a).

This the 2nd day of January, 2024

DIVISION OF WATER RESOURCES

DocuSigned by:

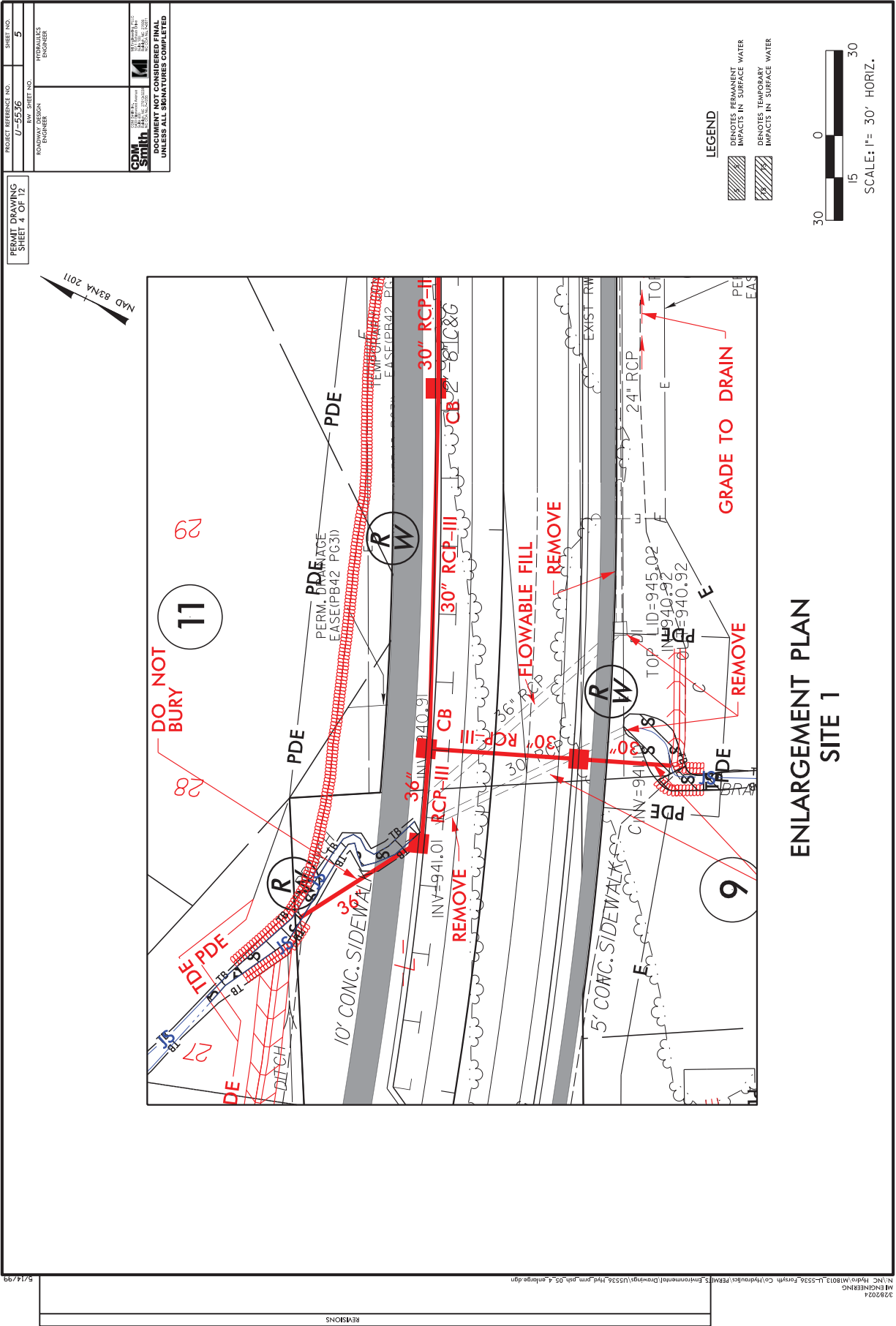
Amy Chapman

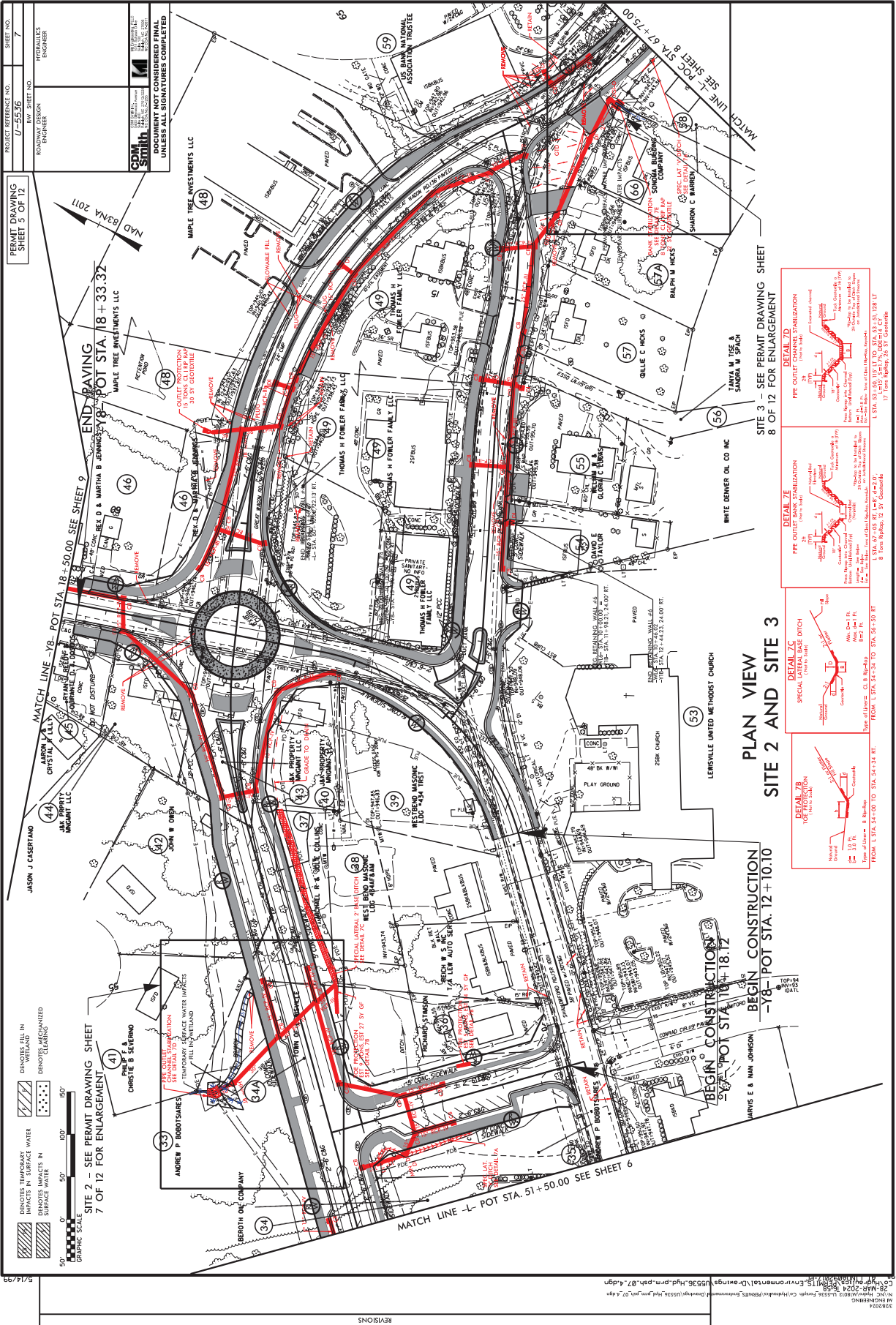
Richard E. Rogers, Jr., Director

WQC No. 006434



North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617
919.707.9000





PROJECT NO.	U-5536
PROJECT REFERENCE NO.	7
ENGINEER	CDM Smith
DESIGNER	CDM Smith
CHECKER	CDM Smith
APPROVER	CDM Smith

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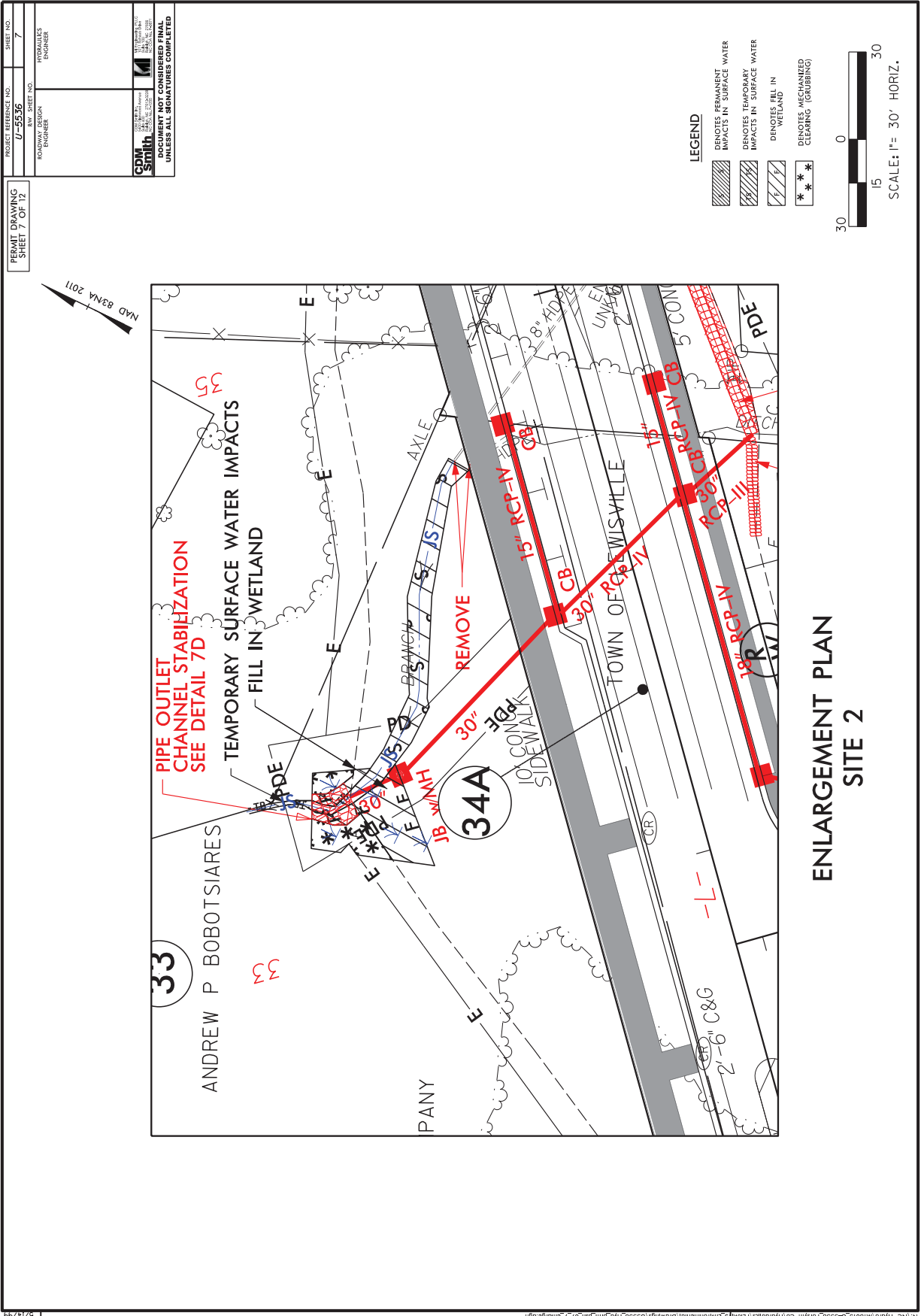
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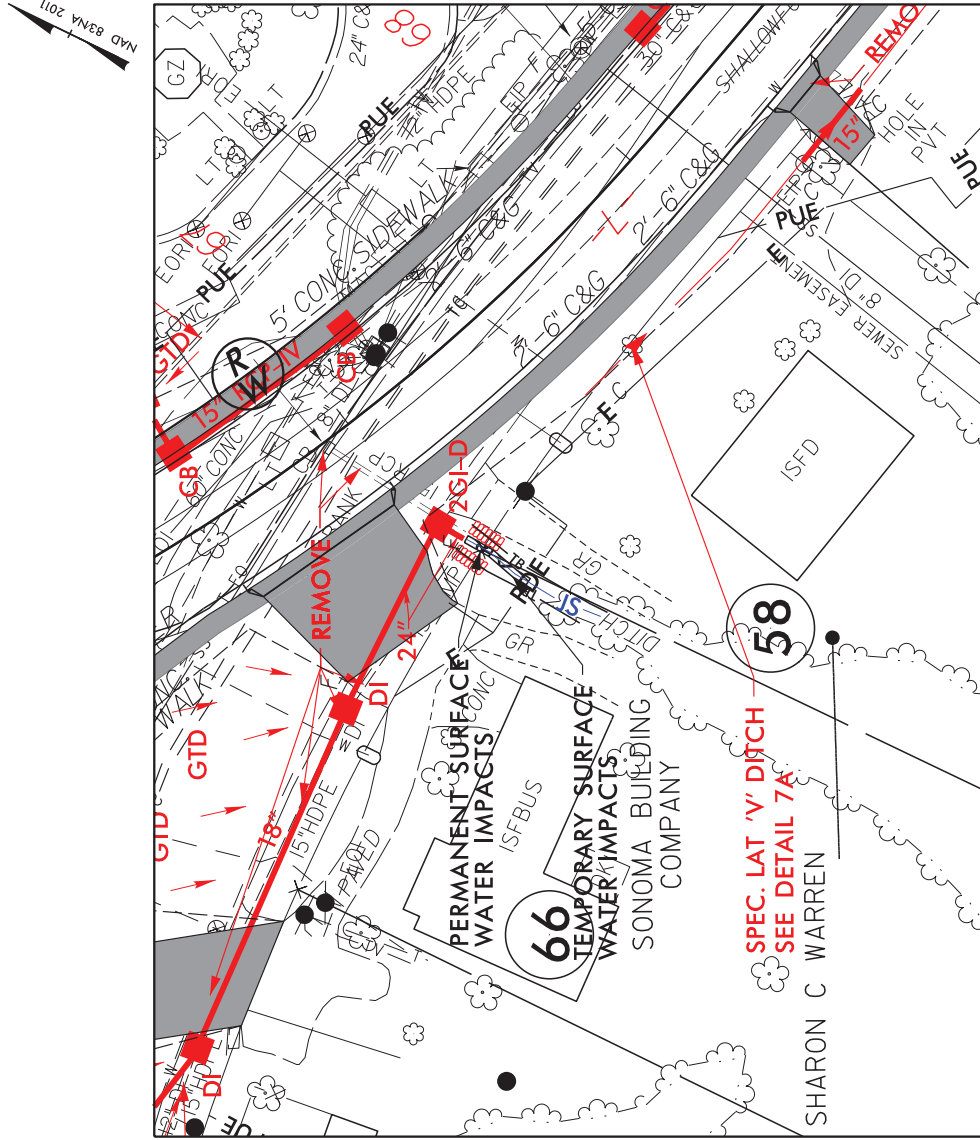
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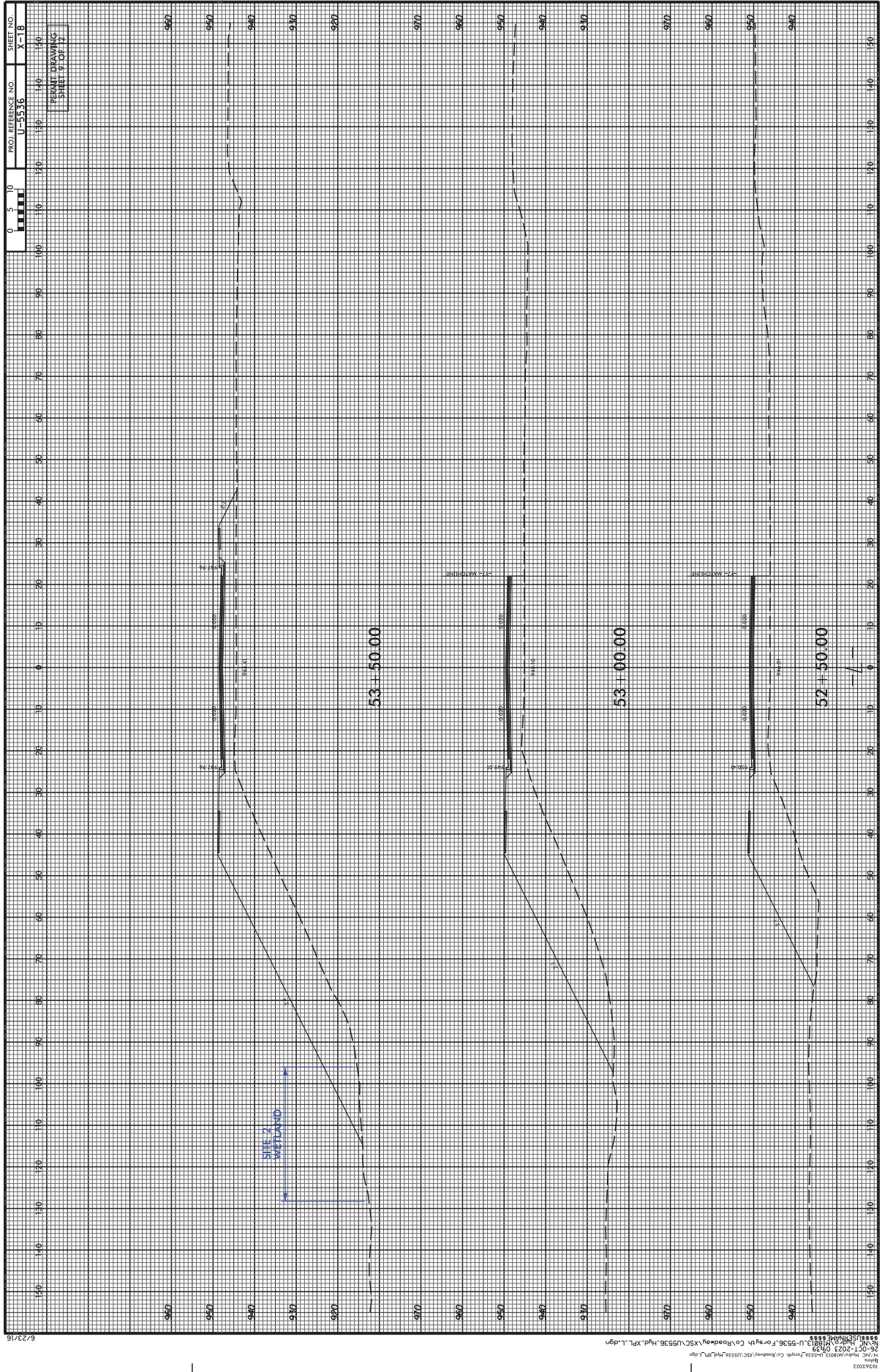


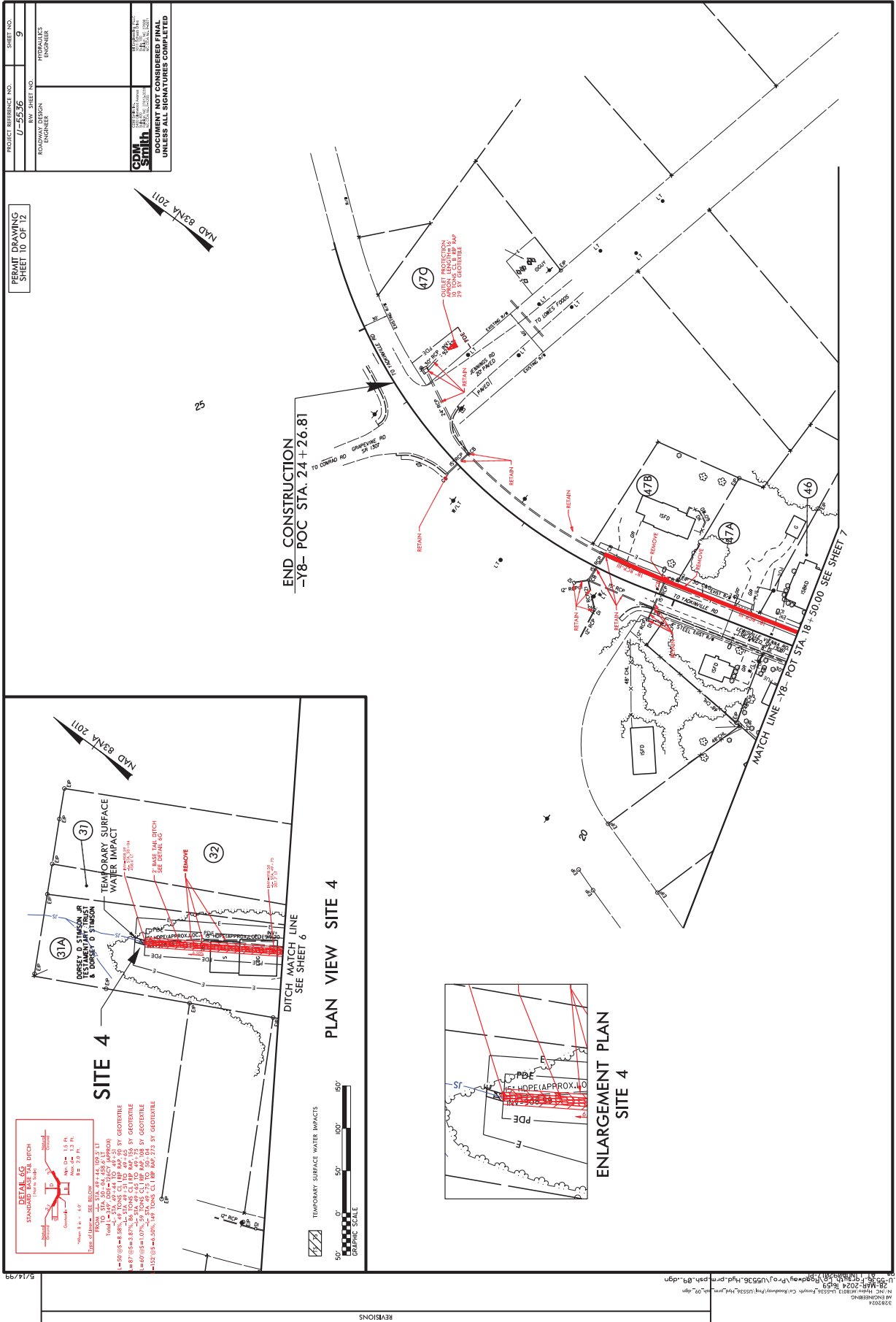
LEGEND

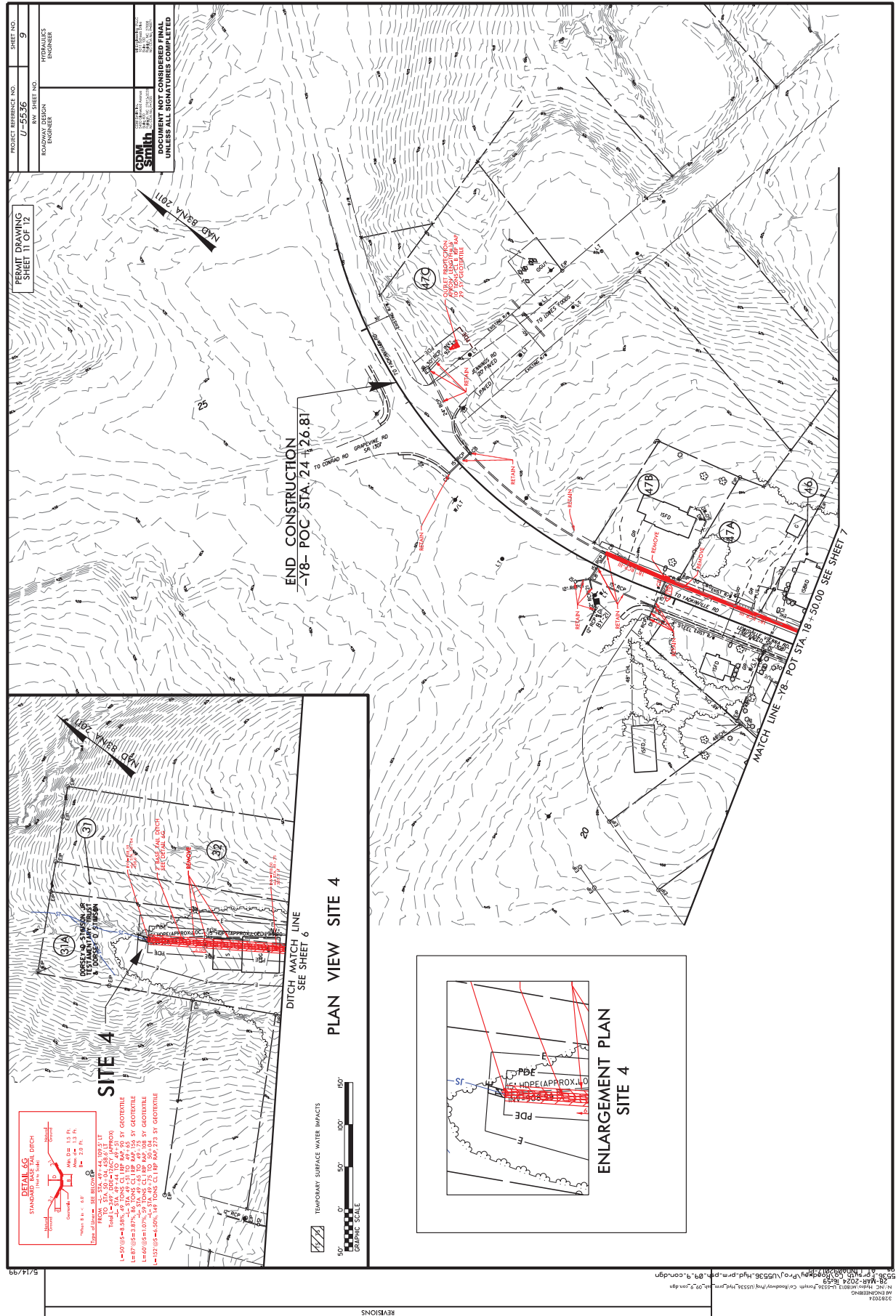
 DENOTES PERMANENT IMPACTS IN SURFACE WATER

DENOTES TEMPORARY
IMPACTS IN SURFACE WATER

ENLARGEMENT PLAN SITE 3







WETLAND AND SURFACE WATER IMPACTS SUMMARY												
			WETLAND IMPACTS					SURFACE WATER IMPACTS				
Site No.	Station (From/To)	Structure Size / Type	Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
1	L Sta. 28+02 LT & RT	30" dia. to 36" dia. pipe						0.01	< 0.01	92	21	
1	L Sta. 27+55 LT	Bank Stabilization						< 0.01		29		
1	L Sta. 28+21 RT	Bank Stabilization						< 0.01		12		
2	L Sta. 54+08 LT	30" dia. pipe	0.01			< 0.01		0.02	< 0.01	141	10	
3	L Sta. 67+06 RT	24" dia. pipe							< 0.01		12	
3	L Sta. 67+06 RT	Bank Stabilization						< 0.01		8		
4	L Sta. 50+04 LT	Std 2' Base Tail Ditch							< 0.01		13	

*Rounded totals are sum of actual impacts

NOTES:

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
3-28-24
Forsyth County
U-5536
44108.1.2

County: FORSYTH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0004	0057000000-E	226	UNDERCUT EXCAVATION	5,750 CY		
0005	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0006	0106000000-E	230	BORROW EXCAVATION	96,000 CY		
0007	0134000000-E	240	DRAINAGE DITCH EXCAVATION	520 CY		
0008	0195000000-E	265	SELECT GRANULAR MATERIAL	5,500 CY		
0009	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	7,950 SY		
0010	0255000000-E	SP	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	100 TON		
0011	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	890 TON		
0012	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	2,800 SY		
0013	0335200000-E	305	15" DRAINAGE PIPE	656 LF		
0014	0335300000-E	305	18" DRAINAGE PIPE	532 LF		
0015	0335400000-E	305	24" DRAINAGE PIPE	140 LF		
0016	0335500000-E	305	30" DRAINAGE PIPE	96 LF		
0017	0335600000-E	305	36" DRAINAGE PIPE	92 LF		

County: FORSYTH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0335850000-E	305	*** DRAINAGE PIPE ELBOWS (15")	4 EA		
0019	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	1,496 LF		
0020	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	548 LF		
0021	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	468 LF		
0022	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	32 LF		
0023	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,760 LF		
0024	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	472 LF		
0025	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	356 LF		
0026	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	60 LF		
0027	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	44 LF		
0028	0449000000-E	310	*** RC PIPE CULVERTS, CLASS V (15")	644 LF		
0029	0995000000-E	340	PIPE REMOVAL	2,035 LF		
0030	0996000000-N	350	PIPE CLEAN OUT	1 EA		
0031	1099500000-E	505	SHALLOW UNDERCUT	500 CY		
0032	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	1,000 TON		
0033	1220000000-E	545	INCIDENTAL STONE BASE	81 TON		
0034	1330000000-E	607	INCIDENTAL MILLING	1,420 SY		

County: FORSYTH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	10,560 TON		
0036	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	8,810 TON		
0037	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	6,110 TON		
0038	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,300 TON		
0039	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	1,109 TON		
0040	1869000000-E	710	***** PORT CEM CONC PAVEMENT, MISCELLANEOUS (WITHOUT DOWELS) (12")	168 SY		
0041	1891000000-E	SP	GENERIC PAVING ITEM 8" STAMPED CONCRETE TRUCK APRON	1,792 SY		
0042	2000000000-N	806	RIGHT-OF-WAY MARKERS	170 EA		
0043	2022000000-E	815	SUBDRAIN EXCAVATION	120 CY		
0044	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	500 SY		
0045	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	90 CY		
0046	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	500 LF		
0047	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA		
0048	2077000000-E	815	6" OUTLET PIPE	6 LF		
0049	2253000000-E	840	PIPE COLLARS	1.292 CY		
0050	2275000000-E	SP	FLOWABLE FILL	43 CY		
0051	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	147 EA		

County: FORSYTH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0052	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	83 LF		
0053	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	17 EA		
0054	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	33 EA		
0055	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	41 EA		
0056	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	49 EA		
0057	2396000000-N	840	FRAME WITH COVER, STD 840.54	8 EA		
0058	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	2 EA		
0059	2535000000-E	846	*** X *** CONCRETE CURB (8" X 18")	890 LF		
0060	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	2,050 LF		
0061	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	18,500 LF		
0062	2591000000-E	848	4" CONCRETE SIDEWALK	12,990 SY		
0063	2605000000-N	848	CONCRETE CURB RAMPS	110 EA		
0064	2612000000-E	848	6" CONCRETE DRIVEWAY	1,330 SY		
0065	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	1,970 SY		
0066	2657000000-E	852	*** MONOLITHIC CONCRETE MEDIAN (****) (7", MOUNTABLE)	80 SY		
0067	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	2 EA		

County: FORSYTH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0068	3575000000-E	SP	GENERIC FENCING ITEM ALUMINUM PICKET FENCE	330 LF		
0069	3628000000-E	876	RIP RAP, CLASS I	420 TON		
0070	3649000000-E	876	RIP RAP, CLASS B	580 TON		
0071	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	4,105 SY		
0072	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	2,930 LF		
0073	4102000000-N	904	SIGN ERECTION, TYPE E	163 EA		
0074	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (D)	6 EA		
0075	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	9 EA		
0076	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	29 EA		
0077	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	963 SF		
0078	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	543 SF		
0079	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	302 SF		
0080	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA		
0081	4430000000-N	1130	DRUMS	170 EA		
0082	4435000000-N	1135	CONES	360 EA		
0083	4445000000-E	1145	BARRICADES (TYPE III)	176 LF		
0084	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	180 LF		

County: FORSYTH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0085	4455000000-N	1150	FLAGGER	302 DAY		
0086	4510000000-N	1190	LAW ENFORCEMENT	80 HR		
0087	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	36,653 LF		
0088	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	4,204 LF		
0089	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	2,583 LF		
0090	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	157 EA		
0091	4726110000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	56 EA		
0092	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	36,653 LF		
0093	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	4,204 LF		
0094	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	2,583 LF		
0095	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	157 EA		
0096	5150000000-E	1409	ELECTRICAL DUCT, TYPE **, SIZE ***** (TL, 2")	1,250 LF		
0097	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	14,910 LF		
0098	5325400000-E	1510	4" WATER LINE	76 LF		
0099	5325600000-E	1510	6" WATER LINE	675 LF		
0100	5325800000-E	1510	8" WATER LINE	8,159 LF		
0101	5326200000-E	1510	12" WATER LINE	1,990 LF		

County: FORSYTH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0102	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	31,117 LB		
0103	5538000000-E	1515	4" VALVE	1 EA		
0104	5540000000-E	1515	6" VALVE	22 EA		
0105	5546000000-E	1515	8" VALVE	29 EA		
0106	5558000000-E	1515	12" VALVE	6 EA		
0107	5563000000-E	1515	*** PLUG VALVE (8")	1 EA		
0108	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	1 EA		
0109	5572200000-E	1515	12" TAPPING SLEEVE & VALVE	1 EA		
0110	5590000000-E	1515	*** COMBINATION AIR VALVE (2")	4 EA		
0111	5643000000-E	1515	*** WATER METER (1")	1 EA		
0112	5643000000-E	1515	*** WATER METER (5/8")	23 EA		
0113	5643300000-E	1515	3" WATER METER	1 EA		
0114	5653000000-E	1515	*** DCV BACKFLOW PREVENTION ASSEMBLY (1")	1 EA		
0115	5653100000-E	1515	RELOCATE *** DCV BACKFLOW PREVENTION ASSEMBLY (1")	1 EA		
0116	5653310000-E	1515	RELOCATE 3" DCV BACKFLOW PREVENTION ASSEMBLY	1 EA		
0117	5653810000-E	1515	RELOCATE 8" DCV BACKFLOW PREVENTION ASSEMBLY	1 EA		
0118	5666000000-N	1515	FIRE HYDRANT	18 EA		

County: FORSYTH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0119	5673000000-E	1515	FIRE HYDRANT LEG	211 LF		
0120	5686500000-E	1515	WATER SERVICE LINE	585 LF		
0121	5691300000-E	1520	8" SANITARY GRAVITY SEWER	6,462 LF		
0122	5709000000-E	1520	*** FORCE MAIN SEWER (3")	26 LF		
0123	5709400000-E	1520	8" FORCE MAIN SEWER	3,458 LF		
0124	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	13 EA		
0125	5768500000-E	1520	SEWER SERVICE LINE	493 LF		
0126	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	4,452 LB		
0127	5775000000-E	1525	4' DIA UTILITY MANHOLE	47 EA		
0128	5798000000-E	1530	ABANDON *** UTILITY PIPE (3")	253 LF		
0129	5800000000-E	1530	ABANDON 6" UTILITY PIPE	2,159 LF		
0130	5801000000-E	1530	ABANDON 8" UTILITY PIPE	1,256 LF		
0131	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,480 LF		
0132	6000000000-E	1605	TEMPORARY SILT FENCE	30,355 LF		
0133	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	680 TON		
0134	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	2,550 TON		
0135	6012000000-E	1610	SEDIMENT CONTROL STONE	2,825 TON		

County: FORSYTH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0136	6015000000-E	1615	TEMPORARY MULCHING	23.5 ACR		
0137	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1,200 LB		
0138	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	7.5 TON		
0139	6024000000-E	1622	TEMPORARY SLOPE DRAINS	1,275 LF		
0140	6029000000-E	SP	SAFETY FENCE	2,000 LF		
0141	6030000000-E	1630	SILT EXCAVATION	8,230 CY		
0142	6036000000-E	1631	MATting FOR EROSION CONTROL	37,275 SY		
0143	6037000000-E	1629	COIR FIBER MAT	100 SY		
0144	6042000000-E	1632	1/4" HARDWARE CLOTH	10,065 LF		
0145	6043000000-E	1644	LOW PERMEABILITY GEOTEXTILE	1,700 SY		
0146	6045000000-E	SP	*** TEMPORARY PIPE (15")	185 LF		
0147	6045000000-E	SP	*** TEMPORARY PIPE (18")	135 LF		
0148	6045000000-E	SP	*** TEMPORARY PIPE (24")	130 LF		
0149	6070000000-N	1639	SPECIAL STILLING BASINS	3 EA		
0150	6071002000-E	1642	FLOCCULANT	1,460 LB		
0151	6071012000-E	1642	COIR FIBER WATTLE	2,120 LF		
0152	6071014000-E	1642	COIR FIBER WATTLE BARRIER	480 LF		

County: FORSYTH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0153	6071030000-E	1640	COIR FIBER BAFFLE	1,580 LF		
0154	6071050000-E	1644	*** SKIMMER (1-1/2")	13 EA		
0155	6084000000-E	1660	SEEDING & MULCHING	24 ACR		
0156	6087000000-E	1660	MOWING	21 ACR		
0157	6090000000-E	1661	SEED FOR REPAIR SEEDING	250 LB		
0158	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1 TON		
0159	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	550 LB		
0160	6108000000-E	1665	FERTILIZER TOPDRESSING	16.25 TON		
0161	6111000000-E	SP	IMPERVIOUS DIKE	100 LF		
0162	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0163	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	100 EA		
0164	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	10 EA		
0165	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT	1,086 EA		
0166	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 2	362 EA		
0167	7948000000-N	1757	TRAFFIC SIGNAL REMOVAL	1 EA		
WALL ITEMS						
0168	8801000000-E	SP	MSE RETAINING WALL NO **** (3)	321 SF		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0169	8801000000-E	SP	MSE RETAINING WALL NO **** (5)	695 SF		
0170	8802030000-E	454	SEGMENTAL GRAVITY RETAINING WALLS	1,432 SF		
0171	8832000000-N	SP	GENERIC RETAINING WALL ITEM MASONRY WALL TERMINATION	Lump Sum	L.S.	

0637/Jan15/Q489989.542/D666470018000/E171

Total Amount Of Bid For Entire Project :

Vendor 1 of 7: BRANCH CIVIL INC (3697)
Call Order 008 (Proposal: C204980)

Bid Information

Proposal County: FORSYTH

Vendor Address: P.O. Box 40004
ROANOKE , VA , 24022

Signature Check: Michael Andrew Colbert

Time Bid Received: February 18, 2025 12:46 PM

Amendment Count: 0

Bid Checksum: E45C59CBF1

Bid Total: \$19,785,000.00

Items Total: \$19,785,000.00

Time Total: \$0.00

Bidding Errors:

None.

Vendor 1 of 7: BRANCH CIVIL INC (3697)
Call Order 008 (Proposal: C204980)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC0206128080	Agency Execution Date: 02/06/2025 07:35:27 PM
Paid by Check: No	Surety Name: Surety2000
Bond Percent: 5%	Bond Agency Name: Hartford Fire Insurance Company

Letting: L250218
02/18/2025 02:00:00 PM

North Carolina Department of Transportation
3697 - Branch Civil, Inc.

Contract ID: C204980
Call: 008

DBE Load Information

Letting ID: L250218
Letting Date: 02/18/2025
Call Order: 008
Contract ID: C204980
Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDEDSTATE FUNDED
Bid Total: \$19,785,000.00
DBE Goal: 6.00% (\$1,187,100.00)

Vendor ID: 3697
Vendor Name: Branch Civil, Inc.
DBE Entered: 7.04% (\$1,392,271.00)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
16983	TREE OF THE LIFE CONSTRUCTION INC	False	P.O. Box 1428 KINGS MOUNTAIN, NC 28056	SubContractor	1,392,271.00

Letting: L250218
02/18/2025 02:00:00 PM

North Carolina Department of Transportation
3697 - Branch Civil, Inc.

Contract ID: C204980
Call: 008

BondID: SNC0206128080
Surety Registry Agency: Surety2000
Verified?: 1
Surety Agency: Hartford Fire Insurance Company
Bond Execution Date: 02/06/2025 07:35:27 PM

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001					
ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$990,000.0000	\$990,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$300,000.0000	\$300,000.00
0003	0050000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000	ACR	\$14,600.0000	\$14,600.00
0004	0057000000-E UNDERCUT EXCAVATION	5750.000	CY	\$10.5000	\$60,375.00
0005	0063000000-N GRADING	1.000	LS	\$1,349,018.6000	\$1,349,018.60
0006	0106000000-E BORROW EXCAVATION	96000.000	CY	\$14.0000	\$1,344,000.00
0007	0134000000-E DRAINAGE DITCH EXCAVATION	520.000	CY	\$13.0000	\$6,760.00
0008	0195000000-E SELECT GRANULAR MATERIAL	5500.000	CY	\$14.0000	\$77,000.00
0009	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	7950.000	SY	\$4.1000	\$32,595.00
0010	0255000000-E GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	100.000	TON	\$70.0000	\$7,000.00
0011	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	890.000	TON	\$66.0000	\$58,740.00
0012	0321000000-E FOUNDATION CONDITIONING GEOTEXTILE	2800.000	SY	\$2.6500	\$7,420.00
0013	0335200000-E 15" DRAINAGE PIPE	656.000	LF	\$85.0000	\$55,760.00
0014	0335300000-E 18" DRAINAGE PIPE	532.000	LF	\$94.0000	\$50,008.00
0015	0335400000-E 24" DRAINAGE PIPE	140.000	LF	\$117.0000	\$16,380.00
0016	0335500000-E 30" DRAINAGE PIPE	96.000	LF	\$182.0000	\$17,472.00
0017	0335600000-E 36" DRAINAGE PIPE	92.000	LF	\$225.0000	\$20,700.00
0018	0335850000-E **" DRAINAGE PIPE ELBOWS (15")	4.000	EA	\$453.0000	\$1,812.00
0019	0366000000-E 15" RC PIPE CULVERTS, CLASS III	1496.000	LF	\$82.0000	\$122,672.00
0020	0372000000-E 18" RC PIPE CULVERTS, CLASS III	548.000	LF	\$93.0000	\$50,964.00
0021	0384000000-E 30" RC PIPE CULVERTS, CLASS III	468.000	LF	\$170.0000	\$79,560.00
0022	0390000000-E 36" RC PIPE CULVERTS, CLASS III	32.000	LF	\$246.0000	\$7,872.00
0023	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	2760.000	LF	\$109.0000	\$300,840.00

0024	0448300000-E	472.000	LF	\$105.0000	\$49,560.00
	18" RC PIPE CULVERTS, CLASS IV				
0025	0448400000-E	356.000	LF	\$149.0000	\$53,044.00
	24" RC PIPE CULVERTS, CLASS IV				
0026	0448500000-E	60.000	LF	\$265.0000	\$15,900.00
	30" RC PIPE CULVERTS, CLASS IV				
0027	0448600000-E	44.000	LF	\$275.0000	\$12,100.00
	36" RC PIPE CULVERTS, CLASS IV				
0028	0449000000-E	644.000	LF	\$110.0000	\$70,840.00
	**" RC PIPE CULVERTS, CLASS V (15")				
0029	0995000000-E	2035.000	LF	\$41.0000	\$83,435.00
	PIPE REMOVAL				
0030	0996000000-N	1.000	EA	\$4,900.0000	\$4,900.00
	PIPE CLEAN OUT				
0031	1099500000-E	500.000	CY	\$12.5000	\$6,250.00
	SHALLOW UNDERCUT				
0032	1099700000-E	1000.000	TON	\$54.0000	\$54,000.00
	CLASS IV SUBGRADE STABILIZATION				
0033	1220000000-E	81.000	TON	\$76.0000	\$6,156.00
	INCIDENTAL STONE BASE				
0034	1330000000-E	1420.000	SY	\$10.0000	\$14,200.00
	INCIDENTAL MILLING				
0035	1491000000-E	10560.000	TON	\$89.0000	\$939,840.00
	ASPHALT CONC BASE COURSE, TYPE B25.0C				
0036	1503000000-E	8810.000	TON	\$92.0000	\$810,520.00
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C				
0037	1519000000-E	6110.000	TON	\$98.0000	\$598,780.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5B				
0038	1575000000-E	1300.000	TON	\$725.0000	\$942,500.00
	ASPHALT BINDER FOR PLANT MIX				
0039	1693000000-E	1109.000	TON	\$207.0000	\$229,563.00
	ASPHALT PLANT MIX, PAVEMENT REPAIR				
0040	1869000000-E	168.000	SY	\$240.0000	\$40,320.00
	***** PORT CEM CONC PAVEMENT, MISCELLANEOUS (WITHOUT DOWELS) (12")				
0041	1891000000-E	1792.000	SY	\$135.0000	\$241,920.00
	GENERIC PAVING ITEM 8" STAMPED CONCRETE TRUCK APRON				
0042	2000000000-N	170.000	EA	\$323.0000	\$54,910.00
	RIGHT-OF-WAY MARKERS				
0043	2022000000-E	120.000	CY	\$38.0000	\$4,560.00
	SUBDRAIN EXCAVATION				
0044	2026000000-E	500.000	SY	\$13.0000	\$6,500.00
	GEOTEXTILE FOR SUBSURFACE DRAINS				
0045	2036000000-E	90.000	CY	\$87.0000	\$7,830.00
	SUBDRAIN COARSE AGGREGATE				
0046	2044000000-E	500.000	LF	\$17.5000	\$8,750.00
	6" PERFORATED SUBDRAIN PIPE				
0047	2070000000-N	1.000	EA	\$436.0000	\$436.00
	SUBDRAIN PIPE OUTLET				
0048	2077000000-E	6.000	LF	\$44.0000	\$264.00

6" OUTLET PIPE				
0049	2253000000-E	1.292 CY	\$2,500.0000	\$3,230.00
	PIPE COLLARS			
0050	2275000000-E	43.000 CY	\$825.0000	\$35,475.00
	FLOWABLE FILL			
0051	2286000000-N	147.000 EA	\$3,800.0000	\$558,600.00
	MASONRY DRAINAGE STRUCTURES			
0052	2308000000-E	83.000 LF	\$378.0000	\$31,374.00
	MASONRY DRAINAGE STRUCTURES			
0053	2364000000-N	17.000 EA	\$1,400.0000	\$23,800.00
	FRAME WITH TWO GRATES, STD 840.16			
0054	2374000000-N	33.000 EA	\$1,500.0000	\$49,500.00
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)			
0055	2374000000-N	41.000 EA	\$1,600.0000	\$65,600.00
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)			
0056	2374000000-N	49.000 EA	\$1,600.0000	\$78,400.00
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)			
0057	2396000000-N	8.000 EA	\$1,100.0000	\$8,800.00
	FRAME WITH COVER, STD 840.54			
0058	2451000000-N	2.000 EA	\$2,400.0000	\$4,800.00
	CONCRETE TRANSITIONAL SECTION FOR DROP INLET			
0059	2535000000-E	890.000 LF	\$39.0000	\$34,710.00
	*** X *** CONCRETE CURB (8" X 18")			
0060	2542000000-E	2050.000 LF	\$24.5000	\$50,225.00
	1'-6" CONCRETE CURB & GUTTER			
0061	2549000000-E	18500.000 LF	\$30.0000	\$555,000.00
	2'-6" CONCRETE CURB & GUTTER			
0062	2591000000-E	12990.000 SY	\$72.0000	\$935,280.00
	4" CONCRETE SIDEWALK			
0063	2605000000-N	110.000 EA	\$2,300.0000	\$253,000.00
	CONCRETE CURB RAMPS			
0064	2612000000-E	1330.000 SY	\$97.0000	\$129,010.00
	6" CONCRETE DRIVEWAY			
0065	2655000000-E	1970.000 SY	\$87.0000	\$171,390.00
	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)			
0066	2657000000-E	80.000 SY	\$197.0000	\$15,760.00
	*** MONOLITHIC CONCRETE MEDIAN (*****) (7", MOUNTABLE)			
0067	2800000000-N	2.000 EA	\$1,400.0000	\$2,800.00
	ADJUSTMENT OF CATCH BASINS			
0068	3575000000-E	330.000 LF	\$71.0000	\$23,430.00
	GENERIC FENCING ITEM ALUMINUM PICKET FENCE			
0069	3628000000-E	420.000 TON	\$94.0000	\$39,480.00
	RIP RAP, CLASS I			
0070	3649000000-E	580.000 TON	\$83.0000	\$48,140.00
	RIP RAP, CLASS B			
0071	3656000000-E	4105.000 SY	\$2.8000	\$11,494.00
	GEOTEXTILE FOR DRAINAGE			
0072	4072000000-E	2930.000 LF	\$9.5000	\$27,835.00
	SUPPORTS, 3-LB STEEL U-CHANNEL			

0073	4102000000-N	163.000	EA	\$98.0000	\$15,974.00
	SIGN ERECTION, TYPE E				
0074	4116100000-N	6.000	EA	\$136.0000	\$816.00
	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (D)				
0075	4116100000-N	9.000	EA	\$136.0000	\$1,224.00
	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)				
0076	4155000000-N	29.000	EA	\$2.0000	\$58.00
	DISPOSAL OF SIGN SYSTEM, U-CHANNEL				
0077	4400000000-E	963.000	SF	\$15.5000	\$14,926.50
	WORK ZONE SIGNS (STATIONARY)				
0078	4405000000-E	543.000	SF	\$14.5000	\$7,873.50
	WORK ZONE SIGNS (PORTABLE)				
0079	4410000000-E	302.000	SF	\$13.2500	\$4,001.50
	WORK ZONE SIGNS (BARRICADE MOUNTED)				
0080	4420000000-N	2.000	EA	\$19,500.0000	\$39,000.00
	PORTABLE CHANGEABLE MESSAGE SIGN				
0081	4430000000-N	170.000	EA	\$72.0000	\$12,240.00
	DRUMS				
0082	4435000000-N	360.000	EA	\$31.0000	\$11,160.00
	CONES				
0083	4445000000-E	176.000	LF	\$39.0000	\$6,864.00
	BARRICADES (TYPE III)				
0084	4447000000-E	180.000	LF	\$39.0000	\$7,020.00
	PEDESTRIAN CHANNELIZING DEVICES				
0085	4455000000-N	302.000	DAY	\$593.0000	\$179,086.00
	FLAGGER				
0086	4510000000-N	80.000	HR	\$93.0000	\$7,440.00
	LAW ENFORCEMENT				
0087	4685000000-E	36653.000	LF	\$0.6000	\$21,991.80
	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)				
0088	4695000000-E	4204.000	LF	\$2.7500	\$11,561.00
	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)				
0089	4709000000-E	2583.000	LF	\$12.5000	\$32,287.50
	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)				
0090	4725000000-E	157.000	EA	\$136.0000	\$21,352.00
	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)				
0091	4726110000-E	56.000	EA	\$180.0000	\$10,080.00
	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)				
0092	4810000000-E	36653.000	LF	\$0.3500	\$12,828.55
	PAINT PAVEMENT MARKING LINES (4")				
0093	4820000000-E	4204.000	LF	\$0.7000	\$2,942.80
	PAINT PAVEMENT MARKING LINES (8")				
0094	4835000000-E	2583.000	LF	\$3.2500	\$8,394.75
	PAINT PAVEMENT MARKING LINES (24")				
0095	4845000000-N	157.000	EA	\$44.0000	\$6,908.00
	PAINT PAVEMENT MARKING SYMBOL				
0096	5150000000-E	1250.000	LF	\$39.0000	\$48,750.00
	ELECTRICAL DUCT, TYPE **, SIZE ***** (TL, 2")				
0097	5155000000-E	14910.000	LF	\$12.2500	\$182,647.50

ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")				
0098	5325400000-E 4" WATER LINE	76.000 LF	\$120.0000	\$9,120.00
0099	5325600000-E 6" WATER LINE	675.000 LF	\$125.0000	\$84,375.00
0100	5325800000-E 8" WATER LINE	8159.000 LF	\$131.0000	\$1,068,829.00
0101	5326200000-E 12" WATER LINE	1990.000 LF	\$158.0000	\$314,420.00
0102	5329000000-E DUCTILE IRON WATER PIPE FITTINGS	31117.000 LB	\$14.0000	\$435,638.00
0103	5538000000-E 4" VALVE	1.000 EA	\$2,300.0000	\$2,300.00
0104	5540000000-E 6" VALVE	22.000 EA	\$2,800.0000	\$61,600.00
0105	5546000000-E 8" VALVE	29.000 EA	\$3,800.0000	\$110,200.00
0106	5558000000-E 12" VALVE	6.000 EA	\$6,800.0000	\$40,800.00
0107	5563000000-E *** PLUG VALVE (8")	1.000 EA	\$7,600.0000	\$7,600.00
0108	5571600000-E 6" TAPPING SLEEVE & VALVE	1.000 EA	\$13,900.0000	\$13,900.00
0109	5572200000-E 12" TAPPING SLEEVE & VALVE	1.000 EA	\$19,600.0000	\$19,600.00
0110	5590000000-E *** COMBINATION AIR VALVE (2")	4.000 EA	\$13,900.0000	\$55,600.00
0111	5643000000-E *** WATER METER (1")	1.000 EA	\$3,100.0000	\$3,100.00
0112	5643000000-E *** WATER METER (5/8")	23.000 EA	\$2,900.0000	\$66,700.00
0113	5643300000-E 3" WATER METER	1.000 EA	\$34,200.0000	\$34,200.00
0114	5653000000-E *** DCV BACKFLOW PREVENTION ASSEMBLY (1")	1.000 EA	\$4,600.0000	\$4,600.00
0115	5653100000-E RELOCATE *** DCV BACKFLOW PREVENTION ASSEMBLY (1")	1.000 EA	\$3,800.0000	\$3,800.00
0116	5653310000-E RELOCATE 3" DCV BACKFLOW PREVENTION ASSEMBLY	1.000 EA	\$10,600.0000	\$10,600.00
0117	5653810000-E RELOCATE 8" DCV BACKFLOW PREVENTION ASSEMBLY	1.000 EA	\$18,800.0000	\$18,800.00
0118	5666000000-N FIRE HYDRANT	18.000 EA	\$7,300.0000	\$131,400.00
0119	5673000000-E FIRE HYDRANT LEG	211.000 LF	\$120.0000	\$25,320.00
0120	5686500000-E WATER SERVICE LINE	585.000 LF	\$60.0000	\$35,100.00
0121	5691300000-E 8" SANITARY GRAVITY SEWER	6462.000 LF	\$202.0000	\$1,305,324.00

0122	5709000000-E	26.000	LF	\$540.0000	\$14,040.00
	*** FORCE MAIN SEWER (3")				
0123	5709400000-E	3458.000	LF	\$164.0000	\$567,112.00
	8" FORCE MAIN SEWER				
0124	5768000000-N	13.000	EA	\$1,500.0000	\$19,500.00
	SANITARY SEWER CLEAN-OUT				
0125	5768500000-E	493.000	LF	\$71.0000	\$35,003.00
	SEWER SERVICE LINE				
0126	5769000000-E	4452.000	LB	\$16.2500	\$72,345.00
	DUCTILE IRON SEWER PIPE FITTINGS				
0127	5775000000-E	47.000	EA	\$8,100.0000	\$380,700.00
	4' DIA UTILITY MANHOLE				
0128	5798000000-E	253.000	LF	\$6.5000	\$1,644.50
	ABANDON *** UTILITY PIPE (3")				
0129	5800000000-E	2159.000	LF	\$8.7500	\$18,891.25
	ABANDON 6" UTILITY PIPE				
0130	5801000000-E	1256.000	LF	\$15.2500	\$19,154.00
	ABANDON 8" UTILITY PIPE				
0131	5804000000-E	1480.000	LF	\$19.7500	\$29,230.00
	ABANDON 12" UTILITY PIPE				
0132	6000000000-E	30355.000	LF	\$3.1000	\$94,100.50
	TEMPORARY SILT FENCE				
0133	6006000000-E	680.000	TON	\$69.0000	\$46,920.00
	STONE FOR EROSION CONTROL, CLASS A				
0134	6009000000-E	2550.000	TON	\$84.0000	\$214,200.00
	STONE FOR EROSION CONTROL, CLASS B				
0135	6012000000-E	2825.000	TON	\$62.0000	\$175,150.00
	SEDIMENT CONTROL STONE				
0136	6015000000-E	23.500	ACR	\$2,000.0000	\$47,000.00
	TEMPORARY MULCHING				
0137	6018000000-E	1200.000	LB	\$2.2500	\$2,700.00
	SEED FOR TEMPORARY SEEDING				
0138	6021000000-E	7.500	TON	\$1,000.0000	\$7,500.00
	FERTILIZER FOR TEMPORARY SEEDING				
0139	6024000000-E	1275.000	LF	\$30.0000	\$38,250.00
	TEMPORARY SLOPE DRAINS				
0140	6029000000-E	2000.000	LF	\$2.8000	\$5,600.00
	SAFETY FENCE				
0141	6030000000-E	8230.000	CY	\$16.0000	\$131,680.00
	SILT EXCAVATION				
0142	6036000000-E	37275.000	SY	\$1.7500	\$65,231.25
	MATTING FOR EROSION CONTROL				
0143	6037000000-E	100.000	SY	\$9.0000	\$900.00
	COIR FIBER MAT				
0144	6042000000-E	10065.000	LF	\$5.5000	\$55,357.50
	1/4" HARDWARE CLOTH				
0145	6043000000-E	1700.000	SY	\$4.8000	\$8,160.00
	LOW PERMEABILITY GEOTEXTILE				
0146	6045000000-E	185.000	LF	\$88.0000	\$16,280.00

*** TEMPORARY PIPE (15")				
0147	6045000000-E	135.000	LF	\$93.0000 \$12,555.00
*** TEMPORARY PIPE (18")				
0148	6045000000-E	130.000	LF	\$109.0000 \$14,170.00
*** TEMPORARY PIPE (24")				
0149	6070000000-N	3.000	EA	\$1,200.0000 \$3,600.00
SPECIAL STILLING BASINS				
0150	6071002000-E	1460.000	LB	\$4.4500 \$6,497.00
FLOCCULANT				
0151	6071012000-E	2120.000	LF	\$10.0000 \$21,200.00
COIR FIBER WATTLE				
0152	6071014000-E	480.000	LF	\$15.5000 \$7,440.00
COIR FIBER WATTLE BARRIER				
0153	6071030000-E	1580.000	LF	\$9.0000 \$14,220.00
COIR FIBER BAFFLE				
0154	6071050000-E	13.000	EA	\$1,100.0000 \$14,300.00
*** SKIMMER (1-1/2")				
0155	6084000000-E	24.000	ACR	\$3,100.0000 \$74,400.00
SEEDING & MULCHING				
0156	6087000000-E	21.000	ACR	\$223.0000 \$4,683.00
MOWING				
0157	6090000000-E	250.000	LB	\$4.4500 \$1,112.50
SEED FOR REPAIR SEEDING				
0158	6093000000-E	1.000	TON	\$1,300.0000 \$1,300.00
FERTILIZER FOR REPAIR SEEDING				
0159	6096000000-E	550.000	LB	\$3.3500 \$1,842.50
SEED FOR SUPPLEMENTAL SEEDING				
0160	6108000000-E	16.250	TON	\$1,000.0000 \$16,250.00
FERTILIZER TOPDRESSING				
0161	6111000000-E	100.000	LF	\$10.5000 \$1,050.00
IMPERVIOUS DIKE				
0162	6114500000-N	10.000	MHR	\$195.0000 \$1,950.00
SPECIALIZED HAND MOWING				
0163	6117000000-N	100.000	EA	\$111.0000 \$11,100.00
RESPONSE FOR EROSION CONTROL				
0164	6117500000-N	10.000	EA	\$1,800.0000 \$18,000.00
CONCRETE WASHOUT STRUCTURE				
0165	6132000000-N	1086.000	EA	\$153.0000 \$166,158.00
GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT				
0166	6132000000-N	362.000	EA	\$215.0000 \$77,830.00
GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 2				
0167	7948000000-N	1.000	EA	\$3,200.0000 \$3,200.00
TRAFFIC SIGNAL REMOVAL				

Section 0001 Total \$19,455,620.00

Section 0003
WALL ITEMS

0168	8801000000-E	321.000 SF	\$213.0000	\$68,373.00
	MSE RETAINING WALL NO **** (3)			
0169	8801000000-E	695.000 SF	\$213.0000	\$148,035.00
	MSE RETAINING WALL NO **** (5)			
0170	8802030000-E	1432.000 SF	\$71.0000	\$101,672.00
	SEGMENTAL GRAVITY RETAINING WALLS			
0171	8832000000-N	1.000 LS	\$11,300.0000	\$11,300.00
	GENERIC RETAINING WALL ITEM MASONRY WALL TERMINATION			
Section 0003 Total				\$329,380.00
Item Total				\$19,785,000.00

ELECTRONIC BID SUBMISSION

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

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NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

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 and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

EXPLANATION:

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Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects? **Yes** ☐ **No** ☒

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of for those

projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated

that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

DBE List Summary

Project: STATE FUNDED
Bid Total: 19,785,000.00
Goal: 6.00% (1,187,100.00)
Total Entered: 7.04% (1,392,271.00)

Bidder ID: 3697
Business Name: Branch Civil, Inc.

ID	Name	Supp?/Dist?	Item Count	Amount	Is Complete?
16983	TREE OF THE LIFE CONSTRUCTION INC	No	8	1,392,271.00	True

Name: TREE OF THE LIFE CONSTRUCTION INC ID: 16983

Address: P.O. Box 1428 KINGS MOUNTAIN, NC 28056

Used As: SubContractor DBE Items Total:\$1,392,271.00

Items for TREE OF THE LIFE CONSTRUCTION INC

0001 ROADWAY ITEMS				
0058	2451000000-N	2.000 EA	\$2,000.0000	\$4,000.00
	CONCRETE TRANSITIONAL SECTION FOR DROP INLET			
0059	2535000000-E	890.000 LF	\$28.3000	\$25,187.00
	*** X *** CONCRETE CURB (8" X 18")			
0060	2542000000-E	2050.000 LF	\$19.9400	\$40,877.00
	1'-6" CONCRETE CURB & GUTTER			
0061	2549000000-E	18500.000 LF	\$21.7000	\$401,450.00
	2'-6" CONCRETE CURB & GUTTER			
0062	2591000000-E	12990.000 SY	\$51.5700	\$669,894.30
	4" CONCRETE SIDEWALK			
0064	2612000000-E	1330.000 SY	\$73.2200	\$97,382.60
	6" CONCRETE DRIVEWAY			
0065	2655000000-E	1970.000 SY	\$71.3300	\$140,520.10
	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)			
0066	2657000000-E	80.000 SY	\$162.0000	\$12,960.00
	*** MONOLITHIC CONCRETE MEDIAN (*****) (7", MOUNTABLE)			
Section 0001 Total				\$1,392,271.00
Item Total				\$1,392,271.00

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Attachments

Failure to complete and attach the Fuel Usage Factor Adjustment Form will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB.

☐ Verify

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	LUMP SUM	990,000.00	990,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	LUMP SUM	300,000.00	300,000.00
0003	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR	14,600.00	14,600.00
0004	0057000000-E	226	UNDERCUT EXCAVATION	5,750 CY	10.50	60,375.00
0005	0063000000-N	SP	GRADING	LUMP SUM	1,349,018.60	1,349,018.60
0006	0106000000-E	230	BORROW EXCAVATION	96,000 CY	14.00	1,344,000.00
0007	0134000000-E	240	DRAINAGE DITCH EXCAVATION	520 CY	13.00	6,760.00
0008	0195000000-E	265	SELECT GRANULAR MATERIAL	5,500 CY	14.00	77,000.00
0009	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	7,950 SY	4.10	32,595.00
0010	0255000000-E	SP	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	100 TON	70.00	7,000.00
0011	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	890 TON	66.00	58,740.00
0012	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	2,800 SY	2.65	7,420.00
0013	0335200000-E	305	15" DRAINAGE PIPE	656 LF	85.00	55,760.00
0014	0335300000-E	305	18" DRAINAGE PIPE	532 LF	94.00	50,008.00
0015	0335400000-E	305	24" DRAINAGE PIPE	140 LF	117.00	16,380.00
0016	0335500000-E	305	30" DRAINAGE PIPE	96 LF	182.00	17,472.00
0017	0335600000-E	305	36" DRAINAGE PIPE	92 LF	225.00	20,700.00
0018	0335850000-E	305	*** DRAINAGE PIPE ELBOWS (15")	4 EA	453.00	1,812.00
0019	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	1,496 LF	82.00	122,672.00
0020	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	548 LF	93.00	50,964.00
0021	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	468 LF	170.00	79,560.00
0022	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	32 LF	246.00	7,872.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0023	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,760 LF	109.00	300,840.00
0024	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	472 LF	105.00	49,560.00
0025	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	356 LF	149.00	53,044.00
0026	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	60 LF	265.00	15,900.00
0027	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	44 LF	275.00	12,100.00
0028	0449000000-E	310	*** RC PIPE CULVERTS, CLASS V (15")	644 LF	110.00	70,840.00
0029	0995000000-E	340	PIPE REMOVAL	2,035 LF	41.00	83,435.00
0030	0996000000-N	350	PIPE CLEAN OUT	1 EA	4,900.00	4,900.00
0031	1099500000-E	505	SHALLOW UNDERCUT	500 CY	12.50	6,250.00
0032	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	1,000 TON	54.00	54,000.00
0033	1220000000-E	545	INCIDENTAL STONE BASE	81 TON	76.00	6,156.00
0034	1330000000-E	607	INCIDENTAL MILLING	1,420 SY	10.00	14,200.00
0035	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	10,560 TON	89.00	939,840.00
0036	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	8,810 TON	92.00	810,520.00
0037	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	6,110 TON	98.00	598,780.00
0038	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,300 TON	725.00	942,500.00
0039	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	1,109 TON	207.00	229,563.00
0040	1869000000-E	710	***** PORT CEM CONC PAVEMENT, MISCELLANEOUS (WITHOUT DOWELS) (12")	168 SY	240.00	40,320.00
0041	1891000000-E	SP	GENERIC PAVING ITEM 8" STAMPED CONCRETE TRUCK APRON	1,792 SY	135.00	241,920.00
0042	2000000000-N	806	RIGHT-OF-WAY MARKERS	170 EA	323.00	54,910.00
0043	2022000000-E	815	SUBDRAIN EXCAVATION	120 CY	38.00	4,560.00
0044	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	500 SY	13.00	6,500.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0045	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	90 CY	87.00	7,830.00
0046	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	500 LF	17.50	8,750.00
0047	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA	436.00	436.00
0048	2077000000-E	815	6" OUTLET PIPE	6 LF	44.00	264.00
0049	2253000000-E	840	PIPE COLLARS	1.29 CY	2,500.00	3,230.00
0050	2275000000-E	SP	FLOWABLE FILL	43 CY	825.00	35,475.00
0051	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	147 EA	3,800.00	558,600.00
0052	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	83 LF	378.00	31,374.00
0053	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	17 EA	1,400.00	23,800.00
0054	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	33 EA	1,500.00	49,500.00
0055	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	41 EA	1,600.00	65,600.00
0056	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	49 EA	1,600.00	78,400.00
0057	2396000000-N	840	FRAME WITH COVER, STD 840.54	8 EA	1,100.00	8,800.00
0058	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	2 EA	2,400.00	4,800.00
0059	2535000000-E	846	*** X *** CONCRETE CURB (8" X 18")	890 LF	39.00	34,710.00
0060	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	2,050 LF	24.50	50,225.00
0061	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	18,500 LF	30.00	555,000.00
0062	2591000000-E	848	4" CONCRETE SIDEWALK	12,990 SY	72.00	935,280.00
0063	2605000000-N	848	CONCRETE CURB RAMPS	110 EA	2,300.00	253,000.00
0064	2612000000-E	848	6" CONCRETE DRIVEWAY	1,330 SY	97.00	129,010.00
0065	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	1,970 SY	87.00	171,390.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0066	2657000000-E	852	*** MONOLITHIC CONCRETE MEDIAN (****) (7", MOUNTABLE)	80 SY	197.00	15,760.00
0067	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	2 EA	1,400.00	2,800.00
0068	3575000000-E	SP	GENERIC FENCING ITEM ALUMINUM PICKET FENCE	330 LF	71.00	23,430.00
0069	3628000000-E	876	RIP RAP, CLASS I	420 TON	94.00	39,480.00
0070	3649000000-E	876	RIP RAP, CLASS B	580 TON	83.00	48,140.00
0071	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	4,105 SY	2.80	11,494.00
0072	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	2,930 LF	9.50	27,835.00
0073	4102000000-N	904	SIGN ERECTION, TYPE E	163 EA	98.00	15,974.00
0074	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (D)	6 EA	136.00	816.00
0075	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	9 EA	136.00	1,224.00
0076	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	29 EA	2.00	58.00
0077	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	963 SF	15.50	14,926.50
0078	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	543 SF	14.50	7,873.50
0079	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	302 SF	13.25	4,001.50
0080	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	19,500.00	39,000.00
0081	4430000000-N	1130	DRUMS	170 EA	72.00	12,240.00
0082	4435000000-N	1135	CONES	360 EA	31.00	11,160.00
0083	4445000000-E	1145	BARRICADES (TYPE III)	176 LF	39.00	6,864.00
0084	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	180 LF	39.00	7,020.00
0085	4455000000-N	1150	FLAGGER	302 DAY	593.00	179,086.00
0086	4510000000-N	1190	LAW ENFORCEMENT	80 HR	93.00	7,440.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0087	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	36,653 LF	0.60	21,991.80
0088	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	4,204 LF	2.75	11,561.00
0089	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	2,583 LF	12.50	32,287.50
0090	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	157 EA	136.00	21,352.00
0091	4726110000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	56 EA	180.00	10,080.00
0092	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	36,653 LF	0.35	12,828.55
0093	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	4,204 LF	0.70	2,942.80
0094	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	2,583 LF	3.25	8,394.75
0095	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	157 EA	44.00	6,908.00
0096	5150000000-E	1409	ELECTRICAL DUCT, TYPE **, SIZE ***** (TL, 2")	1,250 LF	39.00	48,750.00
0097	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	14,910 LF	12.25	182,647.50
0098	5325400000-E	1510	4" WATER LINE	76 LF	120.00	9,120.00
0099	5325600000-E	1510	6" WATER LINE	675 LF	125.00	84,375.00
0100	5325800000-E	1510	8" WATER LINE	8,159 LF	131.00	1,068,829.00
0101	5326200000-E	1510	12" WATER LINE	1,990 LF	158.00	314,420.00
0102	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	31,117 LB	14.00	435,638.00
0103	5538000000-E	1515	4" VALVE	1 EA	2,300.00	2,300.00
0104	5540000000-E	1515	6" VALVE	22 EA	2,800.00	61,600.00
0105	5546000000-E	1515	8" VALVE	29 EA	3,800.00	110,200.00
0106	5558000000-E	1515	12" VALVE	6 EA	6,800.00	40,800.00
0107	5563000000-E	1515	*** PLUG VALVE (8")	1 EA	7,600.00	7,600.00
0108	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	1 EA	13,900.00	13,900.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0109	5572200000-E	1515	12" TAPPING SLEEVE & VALVE	1 EA	19,600.00	19,600.00
0110	5590000000-E	1515	*** COMBINATION AIR VALVE (2")	4 EA	13,900.00	55,600.00
0111	5643000000-E	1515	*** WATER METER (1")	1 EA	3,100.00	3,100.00
0112	5643000000-E	1515	*** WATER METER (5/8")	23 EA	2,900.00	66,700.00
0113	5643300000-E	1515	3" WATER METER	1 EA	34,200.00	34,200.00
0114	5653000000-E	1515	*** DCV BACKFLOW PREVENTION ASSEMBLY (1")	1 EA	4,600.00	4,600.00
0115	5653100000-E	1515	RELOCATE *** DCV BACKFLOW PREVENTION ASSEMBLY (1")	1 EA	3,800.00	3,800.00
0116	5653310000-E	1515	RELOCATE 3" DCV BACKFLOW PREVENTION ASSEMBLY	1 EA	10,600.00	10,600.00
0117	5653810000-E	1515	RELOCATE 8" DCV BACKFLOW PREVENTION ASSEMBLY	1 EA	18,800.00	18,800.00
0118	5666000000-N	1515	FIRE HYDRANT	18 EA	7,300.00	131,400.00
0119	5673000000-E	1515	FIRE HYDRANT LEG	211 LF	120.00	25,320.00
0120	5686500000-E	1515	WATER SERVICE LINE	585 LF	60.00	35,100.00
0121	5691300000-E	1520	8" SANITARY GRAVITY SEWER	6,462 LF	202.00	1,305,324.00
0122	5709000000-E	1520	*** FORCE MAIN SEWER (3")	26 LF	540.00	14,040.00
0123	5709400000-E	1520	8" FORCE MAIN SEWER	3,458 LF	164.00	567,112.00
0124	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	13 EA	1,500.00	19,500.00
0125	5768500000-E	1520	SEWER SERVICE LINE	493 LF	71.00	35,003.00
0126	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	4,452 LB	16.25	72,345.00
0127	5775000000-E	1525	4' DIA UTILITY MANHOLE	47 EA	8,100.00	380,700.00
0128	5798000000-E	1530	ABANDON *** UTILITY PIPE (3")	253 LF	6.50	1,644.50
0129	5800000000-E	1530	ABANDON 6" UTILITY PIPE	2,159 LF	8.75	18,891.25
0130	5801000000-E	1530	ABANDON 8" UTILITY PIPE	1,256 LF	15.25	19,154.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0131	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,480 LF	19.75	29,230.00
0132	6000000000-E	1605	TEMPORARY SILT FENCE	30,355 LF	3.10	94,100.50
0133	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	680 TON	69.00	46,920.00
0134	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	2,550 TON	84.00	214,200.00
0135	6012000000-E	1610	SEDIMENT CONTROL STONE	2,825 TON	62.00	175,150.00
0136	6015000000-E	1615	TEMPORARY MULCHING	23.5 ACR	2,000.00	47,000.00
0137	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1,200 LB	2.25	2,700.00
0138	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	7.5 TON	1,000.00	7,500.00
0139	6024000000-E	1622	TEMPORARY SLOPE DRAINS	1,275 LF	30.00	38,250.00
0140	6029000000-E	SP	SAFETY FENCE	2,000 LF	2.80	5,600.00
0141	6030000000-E	1630	SILT EXCAVATION	8,230 CY	16.00	131,680.00
0142	6036000000-E	1631	MATTING FOR EROSION CONTROL	37,275 SY	1.75	65,231.25
0143	6037000000-E	1629	COIR FIBER MAT	100 SY	9.00	900.00
0144	6042000000-E	1632	1/4" HARDWARE CLOTH	10,065 LF	5.50	55,357.50
0145	6043000000-E	1644	LOW PERMEABILITY GEOTEXTILE	1,700 SY	4.80	8,160.00
0146	6045000000-E	SP	*** TEMPORARY PIPE (15")	185 LF	88.00	16,280.00
0147	6045000000-E	SP	*** TEMPORARY PIPE (18")	135 LF	93.00	12,555.00
0148	6045000000-E	SP	*** TEMPORARY PIPE (24")	130 LF	109.00	14,170.00
0149	6070000000-N	1639	SPECIAL STILLING BASINS	3 EA	1,200.00	3,600.00
0150	6071002000-E	1642	FLOCCULANT	1,460 LB	4.45	6,497.00
0151	6071012000-E	1642	COIR FIBER WATTLE	2,120 LF	10.00	21,200.00
0152	6071014000-E	1642	COIR FIBER WATTLE BARRIER	480 LF	15.50	7,440.00
0153	6071030000-E	1640	COIR FIBER BAFFLE	1,580 LF	9.00	14,220.00

Contract Item Sheets For C204980

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0154	6071050000-E	1644	*** SKIMMER (1-1/2")	13 EA	1,100.00	14,300.00
0155	6084000000-E	1660	SEEDING & MULCHING	24 ACR	3,100.00	74,400.00
0156	6087000000-E	1660	MOWING	21 ACR	223.00	4,683.00
0157	6090000000-E	1661	SEED FOR REPAIR SEEDING	250 LB	4.45	1,112.50
0158	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1 TON	1,300.00	1,300.00
0159	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	550 LB	3.35	1,842.50
0160	6108000000-E	1665	FERTILIZER TOPDRESSING	16.25 TON	1,000.00	16,250.00
0161	6111000000-E	SP	IMPERVIOUS DIKE	100 LF	10.50	1,050.00
0162	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	195.00	1,950.00
0163	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	100 EA	111.00	11,100.00
0164	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	10 EA	1,800.00	18,000.00
0165	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT	1,086 EA	153.00	166,158.00
0166	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 2	362 EA	215.00	77,830.00
0167	7948000000-N	1757	TRAFFIC SIGNAL REMOVAL	1 EA	3,200.00	3,200.00

Contract Item Sheets For C204980

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
WALL ITEMS						
0168	8801000000-E	SP	MSE RETAINING WALL NO **** (3)	321 SF	213.00	68,373.00
0169	8801000000-E	SP	MSE RETAINING WALL NO **** (5)	695 SF	213.00	148,035.00
0170	8802030000-E	454	SEGMENTAL GRAVITY RETAINING WALLS	1,432 SF	71.00	101,672.00
0171	8832000000-N	SP	GENERIC RETAINING WALL ITEM MASONRY WALL TERMINATION	LUMP SUM	11,300.00	11,300.00
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$19,785,000.00

1019/Feb28/Q489989.542/D666470018000/E171

C204980

Contract No. _____
County Forsyth

Rev. 10-31-24

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

CORPORATION

The Contractor declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bona fide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, non-collusion, debarment and gift ban certification, the Contractor is certifying his 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

Branch Civil, Inc.

Full name of Corporation

P.O. Box 40004, Roanoke, VA 24022

Address as prequalified

Attest



Signature of Secretary, ~~Assistant Secretary~~
Select appropriate title

By



Signature of President, Vice President, Assistant Vice President
Select appropriate title

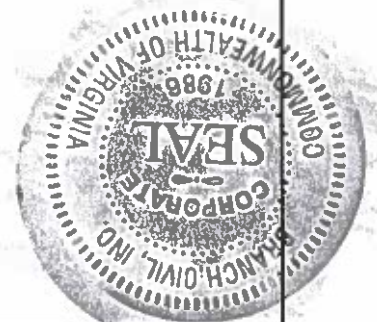
Jeffrey Bourne

Print or type Signer's name

Michael Colbert

Print or type Signer's name

CORPORATE 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 filed 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 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. C204980

County (ies): Forsyth

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Signed by:

Ronald E. Davenport, Jr.

52C46046381F443...

Contract Officer

03/14/2025

Date

Execution of Contract and Bonds
Approved as to Form:

Signed by:

Miranda Holley

5EC16D0BA2F8434...

Attorney General

03/14/2025

Date

Signature Sheet (Bid - Acceptance by Department)

Contract No.
County

C204980

Forsyth

Rev. 10-31-24

Bond Numbers:

Hartford Fire Insurance Company - 44BCSJG0481

Berkshire Hathaway Specialty Insurance Company - 47-SUR-300171-01-0088

CONTRACT PAYMENT BOND

Date of Payment Bond Execution	<u>March 3, 2025</u>
Name of Principal Contractor	<u>Branch Civil, Inc.</u>
Name of Surety:	<u>Hartford Fire Insurance Company</u> <u>Berkshire Hathaway Specialty Insurance company</u>
Name of Contracting Body:	<u>North Carolina Department of Transportation</u>
	<u>Raleigh, North Carolina</u>
Amount of Bond:	<u>\$19,785,000.00</u>
Contract ID No.:	<u>C204980</u>
County Name:	<u>Branch Civil, Inc.</u>

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No.
County

C204980

Forsyth

Rev. 10-31-24

CONTRACT PAYMENT BOND


Hartford Fire Insurance Company - NAIC #19682
Berkshire Hathaway Specialty Insurance company - NAIC #22276

Print or type Surety Company Name NAIC #

By Jaclyn Maffey, Attorney-in-Fact

Print, stamp or type name of Attorney-in-Fact


Signature of Attorney-in-Fact


Signature of Witness

Ursula Jakubiak, Witness to Surety

Print or type Signer's name

One Hartford Plaza, Hartford, CT 06155 - 0001

1314 Douglas Street, Suite 1400, Omaha, NE 68102

Address of Attorney-in-Fact

Contract No.
County

C204980

Forsyth

Rev. 10-31-24

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Branch Civil, Inc.

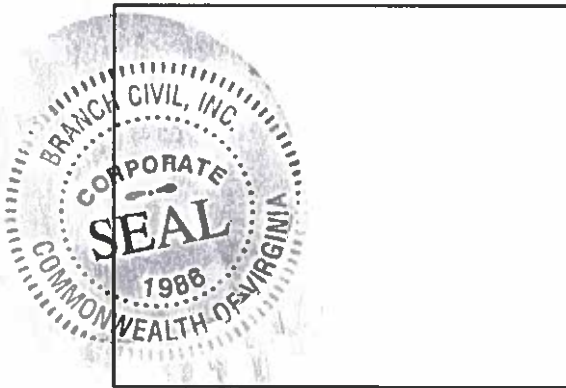
Full name of Corporation

P.O. Box 40004, Roanoke, VA 24022

Address as prequalified

By


Signature of President, Vice President, Assistant Vice President
Select appropriate title

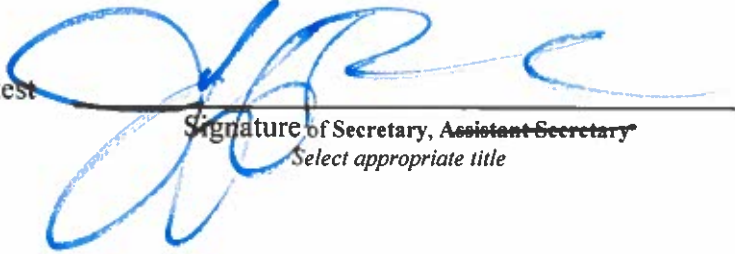


Affix Corporate Seal

Michael Colbert

Print or type Signer's name

Attest


Signature of Secretary, Assistant Secretary
Select appropriate title

Jeffrey M. Bourne

Print or type Signer's name

Contract No.
County

C204980

Forsyth

Rev. 10-31-24

Bond Numbers:

Hartford Fire Insurance Company - 44BCSJG0481

Berkshire Hathaway Specialty Insurance Company - 47-SUR-300171-01-0088

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: **March 3, 2025**

Name of Principal Contractor:

Branch Civil, Inc.

Name of Surety:

Hartford Fire Insurance Company

Berkshire Hathaway Specialty Insurance company

Name of Contracting Body:

North Carolina Department of Transportation

Raleigh, North Carolina

Amount of Bond:

\$19,785,000.00

Contract ID No.:

C204980

County Name:

Forsyth

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No.
County

C204980

Forsyth

Rev. 10-31-24

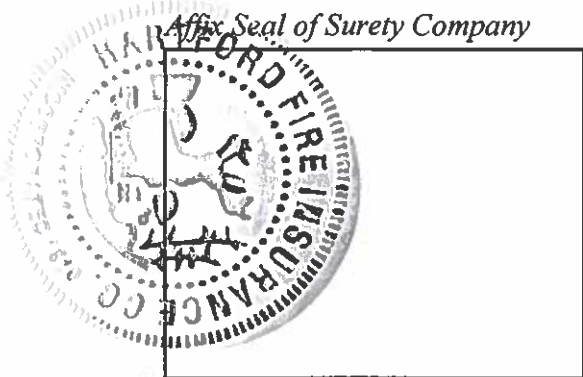
CONTRACT PERFORMANCE BOND

Hartford Fire Insurance Company - NAIC #19682
Berkshire Hathaway Specialty Insurance company - NAIC #22276

Print or type Surety Company Name NAIC #

By Jaclyn Maffey, Attorney-in-Fact

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact

Signature of Witness

Ursula Jakubiak, Witness to Surety

Print or type Signer's name

One Hartford Plaza, Hartford, CT 06155 - 0001
1314 Douglas Street, Suite 1400, Omaha, NE 68102

Address of Attorney-in-Fact

Contract No.
County

C204980

Forsyth

Rev. 10-31-24

CONTRACT PERFORMANCE BOND
CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Branch Civil, Inc.

Full name of Corporation

P.O. Box 40004, Roanoke, VA 24022

Address as prequalified

By



Signature of President, Vice President, Assistant Vice President
Select appropriate title



Affix Corporate Seal

Michael Colbert

Print or type Signer's name

Attest



Signature of Secretary, ~~Assistant Secretary~~
Select appropriate title

Jeffrey M. Bourne

Print or type Signer's name

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: AMERICAN GLOBAL LLC
Agency Code: 36-215890

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Andrea E. Gorbett, Mariya Leonidov of Jericho NY, Ryan Gray, Jaclyn Maffey, Marisol Mojica, Andreah Moran, Krystal L. Stravato, Kevin T. Walsh, Jr. of Whippany NJ, Nick Bokios, Diana Baker of Schaumburg IL, Ricardo Davila, William Griffin, Michael Marino, Torre Taylor of PLANTATION, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 3, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



**Berkshire Hathaway
Specialty Insurance**

47-SUR-300171-01-0088

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Jaclyn Maffey, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Andreah Moran, Ryan Gray, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-In-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

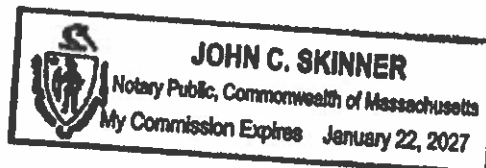


NOTARY

State of Massachusetts, County of Suffolk, ss:

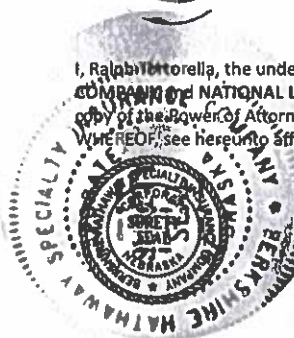
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, **Ralph Tortorella**, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this **March 3, 2025**.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at kenneth.porter@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.