

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

C204208

CONTRACT AND  
CONTRACT BONDS  
FOR CONTRACT NO. C204208

WBS 55027.3.1 STATE FUNDED

T.I.P NO. B-5527

COUNTY OF SURRY

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER US-52 LENGTH 0.448 MILES

LOCATION BRIDGES #122 AND #126 OVER TOMS CREEK ON US-52.

CONTRACTOR SMITH-ROWE, LLC

ADDRESS 639 OLD US 52 SOUTH  
MOUNT AIRY, NC 27030

BIDS OPENED APRIL 16, 2024

CONTRACT EXECUTION 05/02/2024

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

PROPOSAL

DATE AND TIME OF BID OPENING: **Apr 16, 2024 AT 02:00 PM**

CONTRACT ID C204208  
WBS 55027.3.1

FEDERAL-AID NO. STATE FUNDED  
COUNTY SURRY  
T.I.P NO. B-5527  
MILES 0.448  
ROUTE NO. US-52  
LOCATION BRIDGES #122 AND #126 OVER TOMS CREEK ON US-52.

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

**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. C204208 IN SURRY 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. **C204208** 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 be 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. **C204208** in **Surry 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*

DocuSigned by:

*Ronald Elton Davenport, Jr.*  
52C46046381F443... 03/14/2024

**TABLE OF CONTENTS**

**COVER SHEET  
PROPOSAL SHEET**

**PROJECT SPECIAL PROVISIONS**

CONTRACT TIME AND LIQUIDATED DAMAGES: ..... G-1  
 INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES: ..... G-1  
 INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: ..... G-2  
 INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES: ..... G-3  
 PERMANENT VEGETATION ESTABLISHMENT:..... G-3  
 CONSTRUCTION MORATORIUM:..... G-4  
 MAJOR CONTRACT ITEMS: ..... G-4  
 SPECIALTY ITEMS:..... G-4  
 FUEL PRICE ADJUSTMENT:..... G-4  
 STEEL PRICE ADJUSTMENT:..... G-6  
 SCHEDULE OF ESTIMATED COMPLETION PROGRESS:..... G-17  
 MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE: ..... G-17  
 RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:..... G-32  
 USE OF UNMANNED AIRCRAFT SYSTEM (UAS): ..... G-32  
 EQUIPMENT IDLING GUIDELINES:..... G-33  
 SUBSURFACE INFORMATION:..... G-33  
 PORTABLE CONCRETE BARRIER - (Partial Payments for Materials):..... G-33  
 MAINTENANCE OF THE PROJECT: ..... G-34  
 TWELVE MONTH GUARANTEE: ..... G-34  
 OUTSOURCING OUTSIDE THE USA: ..... G-35  
 EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION: ..... G-35  
 PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:..... G-40  
 NOTES TO CONTRACTOR: ..... G-42

ROADWAY ..... R-1

**STANDARD SPECIAL PROVISIONS**

AVAILABILITY FUNDS – TERMINATION OF CONTRACTS ..... SSP-1  
 NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY ..... SSP-2  
 ERRATA..... SSP-5  
 PLANT AND PEST QUARANTINES ..... SSP-6  
 MINIMUM WAGES ..... SSP-7  
 TITLE VI AND NONDISCRIMINATION ..... SSP-8  
 ON-THE-JOB TRAINING ..... SSP-16

**UNIT PROJECT SPECIAL PROVISIONS**

TRAFFIC CONTROL ..... TC-1  
 EROSION CONTROL ..... EC-1  
 STRUCTURE / CULVERTS..... ST-1

**PERMITS** .....P-1

**PROPOSAL ITEM SHEET**

ITEM SHEET(S)

**PROJECT SPECIAL PROVISIONS****GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G08 A

The date of availability for this contract is **May 29, 2024**, 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 **December 28, 2027**.

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 **May 29, 2024**.

The completion date for this intermediate contract time is **July 1, 2027**.

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 **US 52 NB (-LNB-) and/or US 52 SB (-LSB-)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS****Monday thru Sunday, from 6:00 A.M. to 9:00 P.M.**

In addition, the Contractor shall not close or narrow a lane of traffic on **US 52 NB (-LNB-) and/or US 52 SB (-LSB-)**, 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 **6:00 A.M.** December 31<sup>st</sup> and **9:00 P.M.** January 2<sup>nd</sup>. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 P.M.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 A.M.** Thursday and **9:00 P.M.** Monday.
4. For **Memorial Day**, between the hours of **6:00 A.M.** Friday and **9:00 P.M.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 A.M.** the day before Independence Day and **9:00 P.M.** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 A.M.** the Thursday before Independence Day and **9:00 P.M.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 A.M.** Friday and **9:00 P.M.** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 A.M.** Tuesday and **9:00 P.M.** Monday.
8. For **Christmas**, between the hours of **6:00 A.M.** the Friday before the week of Christmas Day and **9:00 P.M.** 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 **Three Hundred Fifty Dollars (\$ 350.00)** per hour.

**INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SP1 G14 D

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **US 52 NB (-LNB-) or US 52 SB (-LSB-)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday thru Sunday, from 6:00 A.M. to 11:00 P.M.**

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for road closures according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions stated herein and restore traffic to the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per fifteen (15) minute time period.

**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.

**CONSTRUCTION MORATORIUM:**

(7-15-14)

SP1 G18A

No tree cutting will be allowed from **April 1<sup>st</sup>** through **October 15<sup>th</sup>** of any year.

**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*):

<b>Line #</b>	<b>Description</b>
143	Reinforced Concrete Deck Slab
150	45" Prestressed Concrete Girders

**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*).

<b>Line #</b>	<b>Description</b>
50-64	Guardrail
68-76	Signing
96-97	Long-Life Pavement Markings
99	Permanent Pavement Markers
101-130	Erosion Control
138-140	Drilled Piers

**FUEL PRICE ADJUSTMENT:**

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

109-8

SP1 G43

Revise the *Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is \$ **2.7781** 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:

<b>Description</b>	<b>Units</b>	<b>Fuel Usage Factor Diesel</b>
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. 4-16-24)

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 **\$ 42.56** per hundredweight.

The bidding index for Category 2 Steel items is **\$ 63.50** per hundredweight.

The bidding index for Category 3 Steel items is **\$ 64.78** per hundredweight.

The bidding index for Category 4 Steel items is **\$ 48.06** per hundredweight.

The bidding index for Category 5 Steel items is **\$ 56.56** per hundredweight.

The bidding index for Category 6 Steel items is **\$ 66.80** per hundredweight.

The bidding index for Category 7 Steel items is **\$ 44.34** per hundredweight.

The bidding index represents a selling price of steel based on Fastmarkets data for the month of **February 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>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 Piles	Based on one or more Fastmarkets indices	Material Received Date**	4
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

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 2019    

Submittal Date     8/31/2019    

Contract Line Item     237    

Line Item Description     APPROX....LBS Structural Steel    

Sequential 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 2019

Submittal Date August 31, 2019

Contract Line Item 237

Line Item Description SUPPORT, OVRHD SIGN STR -DFEB – STA 36+00

Sequential 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. 1-16-24)

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:

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2024	(7/01/23 - 6/30/24)	3% of Total Amount Bid
2025	(7/01/24 - 6/30/25)	44% of Total Amount Bid
2026	(7/01/25 - 6/30/26)	34% of Total Amount Bid
2027	(7/01/26 - 6/30/27)	19% 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. 1-16-24)

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 operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

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

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

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

*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>

### **Combined MBE/WBE Goal**

The Combined MBE/WBE Goal for this project is **3.0 %**

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

(A) Minority Business Enterprises **1.0 %**

- (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 **2.0 %**

- (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 (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the 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](mailto: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 or at [DBE@ncdot.gov](mailto:DBE@ncdot.gov). The appeal shall be made within 2 business days of notification of the determination of non-good faith.

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

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

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

(E) Suppliers

A contractor may count toward its MBE/ WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

(F) Manufacturers and Regular Dealers

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

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

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

The 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 actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the 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 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 and/or substitute, 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 after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. 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 1,200 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;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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.
  - (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).
  - (3) Exception: If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, 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 and overall goal.

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)

450

SP1 G112 C

Subsurface information is available on the roadway and structure portions of this project.

**PORTABLE CONCRETE BARRIER - (Partial Payments for Materials):**

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

1170-4

SP1 G121

When so authorized by the Engineer, partial materials payments will be made up to 95 percent of the delivered cost of portable concrete barrier, provided that these materials have been delivered on the project and stored in an acceptable manner, and further provided the documents listed in Subarticle 109-5(C) of the *Standard Specifications* have been furnished to the Engineer.

The provisions of Subarticle 109-5(B) of the *Standard Specifications* will apply to the portable concrete barrier.

**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 12-15-20)

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**

*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.

**NOTES TO CONTRACTOR:**

Should night work occur, lighting used for nighttime construction shall be limited to what is necessary to maintain safety standards. Temporary lighting shall only direct light towards active work areas and not the surrounding landscape.

The Contractor shall notify the Engineer 30 days prior to commencing bridge demolition operations if bridge demolition is performed between March 15<sup>th</sup> and November 15<sup>th</sup> of any given year. The Department will inspect the bridges within 15 days of demolition to ensure absence of bats.

If bats are present, it will be necessary for the Department to contact the U.S Fish & Wildlife Service and U.S. Army Corps of Engineers to determine what measures need to be implemented to protect bats during demolition.

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

(4-6-06) (Rev. 3-19-24)

200

SP2 R02B

Perform clearing on this project to the limits established by Method - III shown on Standard Drawing No. 200.03 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.

**TEMPORARY DETOURS:**

(8-15-00) (Rev. 4-21-15)

1101

SP2 R30A

Construct the temporary detours required on this project in accordance with the typical sections in the plans or as directed by the Engineer.

After the detours have served their purpose, remove the portions deemed unsuitable for use as a permanent part of the project as directed by the Engineer. Salvage and stockpile the aggregate base course removed from the detours at locations within the right of way, as directed by the Engineer, for removal by State Forces. Place pavement and earth material removed from the detour in embankments or dispose of in waste areas furnished by the Contractor.

Pipe culverts removed from the detours remain the property of the Contractor. Pipe culverts that are removed will be measured and will be paid at the contract unit price per linear foot for *Pipe Removal*. Payment for the construction of the detours will be made at the contract unit prices for the various items involved.

No direct payment will be made for removing the aggregate base course, earth material and pavement, as the cost of same shall be included in the lump sum price bid for *Grading*. Such prices and payments will be full compensation for the work of removing, salvaging, and stockpiling aggregate base course; and for placing earth material and pavement in embankments or disposing of earth material and pavement in waste areas.

**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

### **BRIDGE APPROACH FILLS:**

(1-16-18) (Rev. 1-16-24)

423

SP4 R02

## Description

Bridge approach fills consist of backfilling behind bridge end bents with select material or aggregate to support all or part of bridge approach slabs. Install outlets and grade bridge approach fills to drain water through and away from approach fills. Install geotextiles to allow for possible future slab jacking and separate approach fills from embankment fills, natural ground and pavement sections as required. For bridge approach fills behind end bents with mechanically stabilized earth (MSE) abutment walls, reinforce bridge approach fills with MSE wall reinforcement connected to end bent caps as required. Construct bridge approach fills in accordance with the contract, accepted submittals and bridge approach fill *Roadway Standard Drawings*.

Define bridge approach fill types as follows:

*Type 1 Approach Fill* – Approach fill for bridge abutment in accordance with *Roadway Standard Drawing* No. 423.01;

*Type 1A Approach Fill* – Alternate approach fill for integral bridge abutment in accordance with *Roadway Standard Drawing* No. 423.02;

*Type 2 Approach Fill* – Approach fill for bridge abutment with MSE wall in accordance with *Roadway Standard Drawing* No. 423.03 and

*Type 2A Approach Fill* – Alternate approach fill for integral bridge abutment with MSE wall in accordance with *Roadway Standard Drawing* No. 423.04.

At the Contractors option, use Type 1A or 2A approach fills instead of Type 1 or 2 approach fills, respectively, for integral bridge abutments. Type 1A and 2A approach fills consists of constructing an approach fill with a temporary geotextile wall before placing all or a portion of the concrete for the backwall and wing walls of the integral end bent cap. The temporary geotextile wall is designed for a construction surcharge, remains in place and is aligned so the wall face functions as a form for the integral end bent cap backwall and wing walls.

### Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Geotextiles	1056
Portland Cement Concrete	1000
Select Materials	1016
Subsurface Drainage Materials	1044
Welded Wire Reinforcement	1070-3

Provide Type 1 geotextile for separation geotextiles, Type 4a geotextile for under bridge approach slabs and Class B concrete for outlet pads. Use Class V or Class VI select material for Type 1 and 1A approach fills and the same aggregate type approved for the reinforced zone in the accepted MSE wall submittal for Type 2 and 2A approach fills. For MSE wall aggregate, reinforcement and connector materials, see the *Mechanically Stabilized Earth Retaining Walls* provision. Provide outlet pipes and fittings for subsurface drainage materials. Provide 1/4" hardware cloth with 1/4 inch openings constructed from 24 gauge wire.

For temporary geotextile walls, use welded wire reinforcement for welded wire facing and Type 5a geotextile for reinforcement geotextiles. Use Type 5a geotextile with lengths as shown in *Roadway Standard Drawing* No. 423.02 or 423.04.

## Construction Methods

Excavate as necessary for approach fills and, if applicable, temporary geotextile walls in accordance with the contract. Ensure limits of approach fills are graded to drain as shown in the bridge approach fill *Roadway Standard Drawings*. For Type 1 and 1A approach fills in embankment fills, place and compact a temporary 1.5:1 (H:V) fill slope in accordance with *Roadway Standard Drawing* No. 423.01 or 423.02 and in accordance with Subarticle 235-3(B) and 235-3(C) of the *Standard Specifications*. Density testing is required within the temporary fill slope and additional more frequent density testing is also required for bridge approach embankments. Wait 3 days before cutting the slope back to complete the approach fill excavation. Use excavated material elsewhere on the project to form embankments, subgrades, or shoulders. If a slope for an approach fill is excavated to flatter than what is required for access or any other reason, that same slope is required for the entire approach fill excavation. Do not backfill overexcavations that extend outside the approach fill limits shown on the *Roadway Standard Drawings* with embankment soils. Instead, expand approach fill limits to include overexcavations.

Notify the Engineer when embankment fill placement and approach fill excavation is complete. Do not place separation geotextiles or aggregate until approach fill dimensions and embankment materials below and outside approach fills are approved.

For Type 2 approach fills, cast MSE wall reinforcement or connectors into end bent cap backwalls within 3 inches of locations shown in the accepted MSE wall submittals. Install MSE wall reinforcement with the orientation, dimensions and number of layers shown in the accepted MSE wall submittals. If a Type 2 approach fill is designed with geogrid reinforcement embedded in an end bent cap, cut geogrids to the required lengths and after securing ends of geogrids in place, reroll and rewrap portions of geogrids not embedded in the cap to protect geogrids from damage. Before placing aggregate over any MSE wall geosynthetic reinforcement, pull reinforcement taut so that it is in tension and free of kinks, folds, wrinkles or creases.

For Type 1 and 1A approach fills, place pipe sleeves in wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads. Insert outlet pipes into pipe sleeves to direct water towards outlets. Attach hardware cloth in front of the outlet pipe at the wing. Connect outlet pipes and fittings with solvent cement in accordance with Article 815-3 of the *Standard Specifications* and place outlet pads in accordance with *Roadway Standard Drawing* No. 815.03.

Attach separation geotextiles to end bent cap backwalls and wing walls with adhesives, tapes or other approved methods. Overlap adjacent geotextiles of the same type at least 18 inches. Cover select material or aggregate with Type 4a geotextile at an elevation 6 inches below the bridge approach slab. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geotextiles or MSE wall reinforcement.

For Type 1A and 2A approach fills, install temporary geotextile walls as shown in *Roadway Standard Drawing* No. 423.02 or 423.04. At the Contractor's option, construct the bottom portion of integral end bents before temporary geotextile walls as shown in the plans. Erect and set welded wire facing for temporary geotextile walls so facing functions as a form for the integral end bent cap backwall. Place welded wire facing adjacent to each other in the horizontal and vertical directions to completely cover the temporary geotextile wall face. Stagger welded wire facing to

create a running bond by centering facing over joints in the row below. Wrap reinforcement geotextiles at the wall face in accordance with *Roadway Standard Drawing* No. 423.02 or 423.04 and cover geotextiles with at least 3 inches of select material or aggregate. Place layers of reinforcement geotextiles within 3 inches of locations shown in *Roadway Standard Drawing* No. 423.02 or 423.04. Install reinforcement geotextiles with the direction shown in *Roadway Standard Drawing* No. 423.02 or 423.04. Orient overlapping seams in reinforcement geotextiles perpendicular to the integral end bent cap backwall. Do not overlap reinforcement geotextiles so seams are parallel to the wall face. Before placing select material or aggregate over reinforcement geotextiles, pull geotextiles taut so they are in tension and free of kinks, folds, wrinkles or creases. Temporary geotextile walls are designed for a surcharge pressure in accordance with *Roadway Standard Drawing* No. 423.02 or 423.04. If loads from construction equipment will be more than what the wall is designed for, contact the Engineer before positioning equipment on top of temporary geotextile walls.

Place select material or aggregate in 6 inch to 8 inch thick lifts. Compact fine aggregate for Type 2 and 2A approach fills in accordance with Subarticle 235-3(C) of the *Standard Specifications* except compact fine aggregate to a density of at least 98%. Compact select material for Type 1 and 1A approach fills and coarse aggregate for Type 2 and 2A approach fills with at least 4 passes of a trench roller in a direction parallel to the end bent cap backwall. Do not displace or damage geosynthetics or MSE wall reinforcement when placing and compacting select material or aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics until they are covered with at least 8 inches of select material or aggregate. Replace any damaged geosynthetics to the satisfaction of the Engineer. When approach fills extend beyond bridge approach slabs, wrap Type 4a geotextiles over select material or aggregate and back under approach slabs as shown in *Roadway Standard Drawing* No. 423.03 or 423.04.

### **Measurement and Payment**

Type 1 and 1A approach fills will be paid for at the contract lump sum price for *Type 1 Bridge Approach Fill, Station \_\_\_\_\_* and Type 2 and 2A approach fills will be paid for at the contract lump sum price for *Type 2 Bridge Approach Fill, Station \_\_\_\_\_*. The lump sum price for each approach fill will be full compensation for providing labor, tools, equipment and approach fill materials, excavating, backfilling, hauling and removing excavated materials, installing wall facing, geotextiles and outlets, compacting backfill and supplying select material, aggregate, geotextiles, pipe sleeves, outlet pipes and pads and any incidentals necessary to construct approach fills behind bridge end bents.

Compensation for the material placed within the temporary 1.5:1 (H:V) fill slopes will be made in accordance with Section 225, 226, or 230 of the *Standard Specifications*. The cost of removal, including excavating, hauling, placement, and compaction of the material elsewhere on or off the project will be included in the contract lump sum price for *Type 1 Bridge Approach Fill, Station \_\_\_\_\_*.

The contract lump sum price for *Type 2 Bridge Approach Fill, Station \_\_\_\_\_* will also be full compensation for supplying and connecting MSE wall reinforcement to end bent caps but not designing MSE wall reinforcement and connectors. The cost of designing reinforcement and connectors for Type 2 approach fills behind bridge end bents with MSE abutment walls will be

incidental to the contract unit price for *MSE Retaining Wall No. \_\_\_*.

Payment will be made under:

**Pay Item**

Type 1 Bridge Approach Fill, Station \_\_\_\_\_

Type 2 Bridge Approach Fill, Station \_\_\_\_\_

**Pay Unit**

Lump Sum

Lump Sum

**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 **\$ 591.88** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **March 1, 2024**.

**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*.

**TEMPORARY IMPACT ATTENUATOR UNITS, TYPE TL-3:**

(4-20-04)(Rev. 10-17-23)

SP8 R75

**Description**

Furnish and install impact attenuator units and any components necessary to connect the impact attenuator units in accordance with the manufacturer's requirement, the details in the plans and at locations shown in the plans.

**Materials**

Furnish attenuator units listed on the NCDOT APL. Units shall not be modified by the manufacturer and installer once approved and on the NCDOT APL.

Prior to installation the Contractor shall submit to the Engineer certified working drawings and assembling instructions from the manufacturer for each impact attenuator unit in accordance with Article 105-2 of the *Standard Specifications*.

**Construction Methods**

Perform installation in accordance with the plans and details and assembling instructions furnished by the manufacturer. After the impact attenuator unit is no longer needed, it becomes the property of the Contractor.

**Measurement and Payment**

*Impact Attenuator Unit, Type TL-3* will be measured and paid at the contract unit price per each. Such prices and payment will be full compensation for all work covered by this provision including, but not limited to, furnishing, installing, removing and all incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Temporary Impact Attenuator Units, Type TL-3	Each

**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.

<b>TABLE 1642-1</b>	
<b>100% CURLED WOOD (EXCELSIOR) FIBERS - WATTLE</b>	
<b>Property</b>	<b>Property Value</b>
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.

<b>TABLE 1642-2</b>	
<b>100% COIR (COCONUT) FIBERS WATTLE</b>	
<b>Property</b>	<b>Property Value</b>
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.



<b>TABLE 1642-3</b>	
<b>100% CURLED WOOD (EXCELSIOR) FIBERS – WATTLE BARRIER</b>	
<b>Property</b>	<b>Property Value</b>
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.

<b>TABLE 1642-4</b>	
<b>100% COIR (COCONUT) FIBERS WATTLE BARRIER</b>	
<b>Property</b>	<b>Property Value</b>
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:

<b>Pay Item</b>	<b>Pay Unit</b>
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.

<b>Percentage of Elapsed Contract Time</b>	<b>Percentage Additive</b>
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, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza  
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

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

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

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

**STANDARD SPECIAL PROVISION****ERRATA**

(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

<p>Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i></p>	<p>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. <b>Note:</b> 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.</p>	<p>Muslim, Christian, Sikh, Hindu, etc.</p>	<p>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></p>
--	---	---	---

### (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.


# TC-1

B-5527

Surry County

## WORK ZONE TRAFFIC CONTROL Project Special Provisions Table of Contents

<b>Special Provision</b>	<b>Page</b>
Connected Lane Closure Devices	TC-2
High Visibility Devices	TC-5
Work Zone Digital Speed Limit Signs	TC-7
Work Zone Presence Lighting	TC-10

DocuSigned by:  
  
BAE5D64400BA486...



3/7/2024

## TC-2

B-5527

Surry County

### **CONNECTED LANE CLOSURE SYSTEM:**

(10/29/2018) (Rev. 2/7/2023)

#### **Description**

Furnish, install, operate, maintain, relocate, and remove connected lane closure devices for use on Interstate and Freeway lane closures. The purpose of a Connected Lane Closure System (CLCS) is to transmit real-time information of active lane closures on Interstate and Freeways for use by the State Transportation Operations Center (STOC), Regional Transportation Management Centers (TMCs), and 511 systems; and for third party vendors (Mapping, Navigation, Connected Vehicles, etc.) to identify and provide advanced notification of active lane closures to approaching motorists.

#### **Materials**

The CLCS shall be designed and built to transmit the location of the real-time lane closure from the START to the END such that the full length of the lane closure is known. The information transmitted shall be approved by each entity, conform to the current version of the USDOT's Work Zone Data Exchange (WZDx) specification and be publicly available to NCDOT approved consumers of this data. More information about the WZDx specification can be found at (<https://www.transportation.gov/av/data/wzdx>).

The connected lane closure devices shall be capable of wireless communication.

The initial connected device representing the START location shall be designed and attached to the flashing arrow board in such a manner that it is only activated when either the left or right arrows are displayed, not when the flashing arrow board is operated in caution mode. When the lane closure is removed, and the flashing arrow board is turned off or changed to caution mode, the connected device shall automatically turn off simultaneously and its location shall no longer be transmitted. The device shall also have a visual indicator (e.g. an illuminated light either steady burn or flash) to allow clear, visual proof the device is powered on, has established communication, and is transmitting. The visual indicator shall not be located such that it potentially creates confusion for the motorists.

A second connected device representing the END location shall be installed on a crashworthy (e.g. NCHRP 350 or MASH-16) traffic control device. It shall have an easily accessible power switch and a small status indicator light mounted such that it is visible when passing by in a vehicle at operating speed. When switched to the ON position, the light shall indicate the device has established communication and is transmitting. The light may be either steady burn or flashing and shall not exceed one (1) inch in diameter. This second connected device representing the END location may be created virtually by a connected flashing arrow board.

# TC-3

B-5527

Surry County

The devices shall have battery life sufficient to maintain operation for the duration of the lane closure or have the ability to be recharged without deactivating the device or impacting the location of the lane closure information transmitted to the external parties. All costs associated with charging are incidental and shall be included in the cost of the system.

## Construction Methods

Connected lane closure devices shall be used on all lane closures on freeways and interstates throughout the project.

A START and END location shall be established by the installed system per grouping of lane closures (single, double, or triple); one attached and wired into the flashing arrow board at the beginning of the first taper. The other at the last traffic control device at the end of the lane closure(s) if the END location cannot be created virtually. Supplemental flashing arrow boards in advance of the first lane closure taper or flashing arrow boards in subsequent lane closures (for double and triple lane closures) shall not be transmitting if equipped with connected devices. Subsequent lane closures occurring downstream of where all lanes have been reopened and lane closures in the opposite direction of travel will require additional connected devices.

The second connected lane closure device shall be manually turned ON and OFF by crews installing and removing the lane closure unless the device can be controlled or virtually created by the initial connected device. The unit shall be turned on immediately upon installation of the lane closure and turned off immediately upon removal of the lane closure.

Once installed, the Contractor shall verify that the connected lane closure devices are transmitting information prior to leaving the device unattended and re-verify transmission every 72 hours for long-term installations.

## Technical Requirements

The connected devices shall run continuously during any active lane closures for the length of the contract.

The GPS within the connected devices shall have a horizontal accuracy of 10 feet, 95% of the time.

The system shall send real-time alerts to designated NCDOT personnel when the flashing arrow mode or direction is changed. The alert shall be within 5 minutes of the actual change.

The connected device information, including the location, transmission status, and battery status shall be transmitted within five (5) minutes of initiation and updated every thirty (30) minutes to the central server.

## TC-4

B-5527

Surry County

The contractor shall provide multiple logins to a secured server (e.g. vendor dashboard) that provides real-time and historic status. The status must be exportable, within 24 hours, in .csv or .xls format and include data for date, display direction, time on, time off, and GPS coordinates. The historic logged information shall be available to CLCS users 24/7/365 during the length of the entire construction phase. All logged information from the project shall be retained by the Contractor and be available to the NCDOT for at least one (1) year after the contract ends. Information shall include timestamps, device name, flashing arrow mode, communication status, battery voltage and GPS location.

The battery voltage shall be collected at least once an hour. The information shall be stored and available for troubleshooting. To prevent communication loss, the system shall transmit an alert via E-mail or SMS to designated personnel if the battery voltage of a device is under a specified threshold.

The CLCS shall provide an immediate electronic alert (e.g. via E-mail or SMS) to the Traffic Control Supervisor or other designated individual if a device is not transmitting its position for a period of 30 minutes or more.

The outputs from the connected device on the arrow board and the downstream connected (or virtual) device at the end of the lane closure shall be easily identifiable as a single system, either by sequential device IDs, identical project names, or other method as approved by the Engineer. Additional pairs on the project shall have unique identifiable information such that it is not confused with another project system.

### **Measurement and Payment**

Connected Lane Closure System will be measured and paid as the maximum number of connected systems acceptably placed and in use at any one time during the life of the project. Each lane closure system may be satisfied by one of the following:

- Two (2) connected lane closure devices; one connected to the flashing arrow board and the other on a crashworthy device at the downstream end of the lane closure.
- One (1) connected lane closure device connected to the flashing arrow board that can generate a virtual END location with 50' accuracy.

All devices for each system must be functioning properly to receive payment for the system. No payment will be made for a system until all devices are satisfactorily installed and operational at the device and on the vendors dashboard. A copy of the device status reporting should be provided by the contractor every 2 weeks.



# TC-5

B-5527

Surry County

The price for each connected lane closure system will cover all material, labor, maintenance, relocation, removal, and communication costs required for the duration of the project.

Flashing Arrow Boards will be measured and paid in accordance with Section 1115.

Crashworthy devices (such as drums) used to mount the downstream connected lane closure device shall be considered be incidental.

**Pay Item****Pay Unit**

Connected Lane Closure System  
**HIGH VISIBILITY DEVICES**  
 (10/25/2019) (Rev. 11/15/2022)

Each

**Description**

Furnish and install High Visibility Devices for projects on interstates and freeways. High Visibility Devices include drums, skinny drums, stationary work zone signs and rigid portable work zone signs. All of these devices shall be new. Used devices are not acceptable.

**Materials**

## A) General

Use materials in accordance with the Manufacturer's recommendations that will retain both durability and retroreflectivity as described elsewhere in this specification for a period of at least 36 months.

The following are required High Visibility Devices to be used for work zone performance applications.

- Drums
- Skinny Drums (Daytime use only)
- Stationary Work Zone Signs
- Rigid Portable Work Zone Signs

All drums and skinny drums shall be new and meet the existing requirements of Section 1089-5 of the NCDOT Standard Specifications for Roads and Structures and shall have Grade B flexible, fluorescent orange sheeting that meets the retroreflective requirements of Section 1092-2 of the NCDOT Standard Specifications for Roads and Structures.

All stationary work zone signs shall be new and meet the existing requirements of Section 1089-1 of the NCDOT Standard Specifications for Roads and Structures. Legend overlays are prohibited and shall not be accepted on the interstate/freeway or associated intersecting roadways. Vertical signpost reflector strips shall be added to all stationary sign supports. Use Grade B fluorescent

## TC-6

B-5527

Surry County

orange for work zone sign supports and Grade B fluorescent yellow for exit sign supports. Install strips a minimum of 2" wide, a minimum of 6' in length on sign supports with one sign mounted and a minimum of 4.5' in length for sign supports with two or more signs mounted vertically.

All portable work zone signs shall be new and have composite substrates as described in Section 1089-1 of the NCDOT Standard Specifications for Roads and Structures. Roll-up signs do not meet the requirements of this provision. The remainder of the existing requirements of Section 1089-1 of the NCDOT Standard Specifications for Roads and Structures remain. Used sign stands are acceptable.

### B) Material Qualifications/Certifications

Only use materials as listed above that are on the NCDOT Approved Products List. In addition, provide a Type 3 Material Certification for all materials in accordance with Section 106-3 and Section 1087-4.

### (C) Performance

Poor performance of any device or sign at any site, whether or not related to a specific contract may be grounds for removing the material from the NCDOT Approved Products List and/or removing from any project under contract.

### Construction Methods

All requirements of Section 1110-3 and Section 1130-3 of the NCDOT Standard Specifications for Roads and Structures shall apply except roll up signs are not permitted for use.

The use of skinny drums is prohibited for any nighttime lane closures on interstates/freeways.

### Maintenance

Replace any sign or drum that prematurely fails due to any damage or defect that causes it to perform unsatisfactorily with an "in kind" device of similar quality and age according to the guidelines set forth in the American Traffic Safety Service Association's (ATSSA) Quality Guidelines for Work Zone Traffic Control Devices. An "in kind" replacement sign or drum is not required to be new, however, it shall be less than 1 year old and have 100% of its original sheeting area and at least 85% of the retroreflective qualities of a new device, so that it is undetectable adjacent to the original devices and signs placed on the project.

### Measurement and Payment

*High Visibility Drums* will be measured and paid as the maximum number of drums placed and in use at any one time during the life of the project.

*High Visibility Skinny Drums* will be measured and paid as the maximum number of skinny drums placed and in use at any one time during the life of the project.

**TC-7**

B-5527

Surry County

*High Visibility Stationary Signs* will be measured as the actual number of square feet satisfactorily installed at each location and accepted by the Engineer. Where a particular sign is used at more than one location, measurements will be made at each location.

*High Visibility Portable Signs* will be measured and paid as the actual number of square feet satisfactorily installed and accepted by the Engineer. Payment will be made for the initial installation only. Relocation of signs will be incidental to the measurement of the quantity of High Visibility Portable Signs.

No direct payment will be made for stationary work zone sign supports or portable work zone sign stands. All stationary work zone sign support or portable work zone sign stands will be incidental to the work of providing work zone signs.

Payment will be made under:

<b>Pay Item:</b>		<b>Pay Unit</b>
High Visibility Drums	Each	
High Visibility Skinny Drums		Each
High Visibility Stationary Signs		Square Foot
High Visibility Portable Signs		Square Foot

**WORK ZONE DIGITAL SPEED LIMIT SIGNS**

(5/10/2021)

**Description**

Furnish and install Work Zone Digital Speed Limit Signs on interstates and freeways with speed limits of 55 mph or greater. These signs are regulatory speed limit signs with LED displays for the speed limit numbers.

**Materials**

Digital Speed Limit Signs shall be a minimum 36" wide x 48" high. The speed limit sign (R2-1) shall be black on white with high intensity white prismatic sheeting.

The Digital Speed Limit Sign shall be mounted such that the bottom of the sign is 7' above roadway.

The LED panel shall be a minimum of 28" wide x 18" high. The display on the LED panel shall be amber or white.

The LED numbers shall have a minimum 5 wide by 7 high pixel array with a minimum height of 18".

The LED panel shall have auto brightness/dimming capability.

The black on orange "WORK ZONE" sign shall be mounted above the speed limit sign. It shall be 36" wide x 24" high with high intensity prismatic orange sheeting.

## TC-8

B-5527

Surry County

The black on white “\$250 FINE” sign shall be mounted below the speed limit sign. It shall be 36” wide x 24” high with high intensity prismatic white sheeting.

All digital speed limit systems shall have operational software and wireless communications that allows for remote operation and data monitoring. It shall be configured to allow access by the Engineer or their designee to change each sign independently or change the speed limit on all signs at once from a PC, tablet, or cellular phone application.

Radar equipment to detect approaching speeds on the digital speed limit systems is optional. However, if the systems have radar, they will be equipped to store the detected speed data. This information should be available in a spreadsheet format and accessed remotely from a secure cloud location.

The Work Zone Digital Speed Limit systems shall have flashing beacons. The beacons are to be a minimum of 8” diameter LED circular yellow. They shall be mounted above and below the sign assemblies and are to be centered. The beacons shall alternately flash at rates not less than 50 or more than 60 times per minute.

In addition, the flashing beacons shall be mounted in such a manner that the \$250 FINE sign is not obscured when in operation.

Digital Speed Limit Signs may be trailer mounted or stationary mounted. The unit shall be solar powered and have the ability to operate continuously. It shall be supplemented with a battery backup system which includes a 110/120 VAC powered on-board charging system.

The batteries, when fully charged, shall be capable of powering the display for 20 continuous days with no solar power. The unit shall be capable of being powered by a standard 110/120 VAC power source.

Store the battery bank and charging system in a lockable, weather and vandal resistant box.

All Work Zone Digital Speed Limit Sign equipment shall be on the NCDOT Approved Products List.

### **Digital Speed Limit Displays**

The speed limit shall be continuously displayed on the signs. All other stationary speed limit signs shall be covered when Digital Speed Limit systems are in operation.

### ***Reduced Speed Limit Displays***

The Digital Speed Limit systems shall have beacons activated when the work zone speed limit is reduced. Otherwise, the beacons are to remain off.

# TC-9

B-5527

Surry County

IF THE DIGITAL SPEED LIMIT SYSTEM IS EQUIPPED WITH RADAR: The Digital Speed Limit Signs shall display the reduced work zone speed limit without flashing the LED speed limit number unless approaching speeds are detected to be 6 MPH or higher than the displayed speed limit. If speeds are detected 6 MPH or above the displayed Speed Limit, then the LED shall flash the speed limit until the speeds are within the 6 MPH tolerance.

### *Existing Speed Limit Displays*

When the existing speed limit is displayed on the Digital Speed Limit Signs, the beacons are to remain off.

IF THE DIGITAL SPEED LIMIT SYSTEM IS EQUIPPED WITH RADAR: The speed limit number is not to flash unless the approaching speeds are detected to be 6 MPH or higher than the displayed speed limit.

### **Other Construction Methods**

The speed limits are the sole authority of the NCDOT. An ordinance by the State Traffic Engineer is required for all speed limits in order to have a lawfully enforceable speed limit.

The Regional Traffic Engineering Office and the Division Construction Engineer in coordination with the Work Zone Traffic Control Section will provide all work zone speed limit recommendations based on activities and conditions.

The Contractor will be responsible for coordinating with the Engineer when the work zone speed limits are to be changed and will have to seek approval by the Engineer or their designee before the speed limit is changed.

Whenever possible, each trailer mounted unit shall be placed on the paved shoulder and shall have the capability of being leveled.

### **Measurement and Payment**

*Work Zone Digital Speed Limit Signs* will be measured and paid as the maximum number of Work Zone Digital Speed Limit Signs satisfactorily installed according to the attached detail and properly functioning at any one time during the life of the project.

This includes all materials and labor to install, maintain and remove all the Work Zone Digital Speed Limit Signs.

### **Pay Item**

Work Zone Digital Speed Limit Signs

### **Pay Unit**

Each

# TC-10

B-5527

Surry County

## **WORK ZONE PRESENCE LIGHTING**

(10/14/19) (Rev. 5/10/2021)

### **Description**

Furnish and install Work Zone Presence Lighting during nightly lane closures on multilane roadways with speed limits of 55 mph or greater.

### **Materials**

Anti-glare lighting systems are required. Work Zone Presence Lighting shall be installed in accordance with the attached detail and the Manufacturer's recommendations.

Supply a power source for each light to provide the light output as described in the chart below.

Each light unit shall be capable of providing a minimum of 14,000 lumens illuminating a minimum area of approximately 3,000 square feet. The light shall be capable of being elevated to a height of 14 feet above the pavement.

Each light unit support base or mounting stand shall have the capability of being leveled such that the light mast is plumb.

Provide Work Zone Presence Lighting listed on the NCDOT Approved Products List.

### **Construction Methods**

Work Zone Presence Lighting is permitted to be prestaged (up to 1 hour prior for single lane closures and up to 2 hours prior for double or triple lane closures) along with other traffic control devices or installed within 1 hour after the necessary traffic control has been installed for the lane closure(s). At the end of the work night, the Work Zone Presence Lighting shall be removed within 1 hour before or after the lane closure(s) is removed.

Whenever possible, each light unit shall be placed on the outside paved shoulder, a minimum of 4 feet from the travel lane and spaced according to the chart below based on the amount of light output for each unit.

Work Zone Presence Lighting is permitted to supplement the Portable Construction Lighting inside the lane closure. At no time shall Work Zone Presence Lighting be used in lieu of Portable Construction Lighting when required.

If there is sufficient existing overhead lighting, Work Zone Presence Lighting may be eliminated as directed by the Engineer.

**TC-11**

B-5527

Surry County

**Lighting Unit Installation Requirements**

The lighting units shall be installed in advance of the lane closure as shown on the attached detail and spaced according to the chart below:

<b>Light Output (Lumens)</b>	<b>Illuminated Fixture Area (Sq. Ft.)</b>	<b>AREA 1</b>		<b>AREA 2</b>	
		<b># of Lights</b>	<b>Spacing*</b>	<b># of Lights</b>	<b>Spacing*</b>
14,000 - 35,000	4	6	640' (16 skips)	8	480' (12 skips)
35,001 - 59,999	5	5	800' (20 skips)	6	640' (16 skips)
60,000+	6+	4	1,000' (25 skips)	5	800' (20 skips)

\*Skips refer to traditional 10' pavement marking lines with 30' gaps.

Area 1: Begins 2,640' downstream from CMS; Extends to just past 1<sup>st</sup> Lane Closure Sign

Area 2: Begins just past the 1<sup>st</sup> Lane Closure Sign; Extends to just past the last Lane Closure Sign

**MEASUREMENT AND PAYMENT**

*Work Zone Presence Lighting* will be measured and paid as the maximum number of lighting units satisfactorily placed, accepted by the Engineer, and in use at any one time during the life of the project.

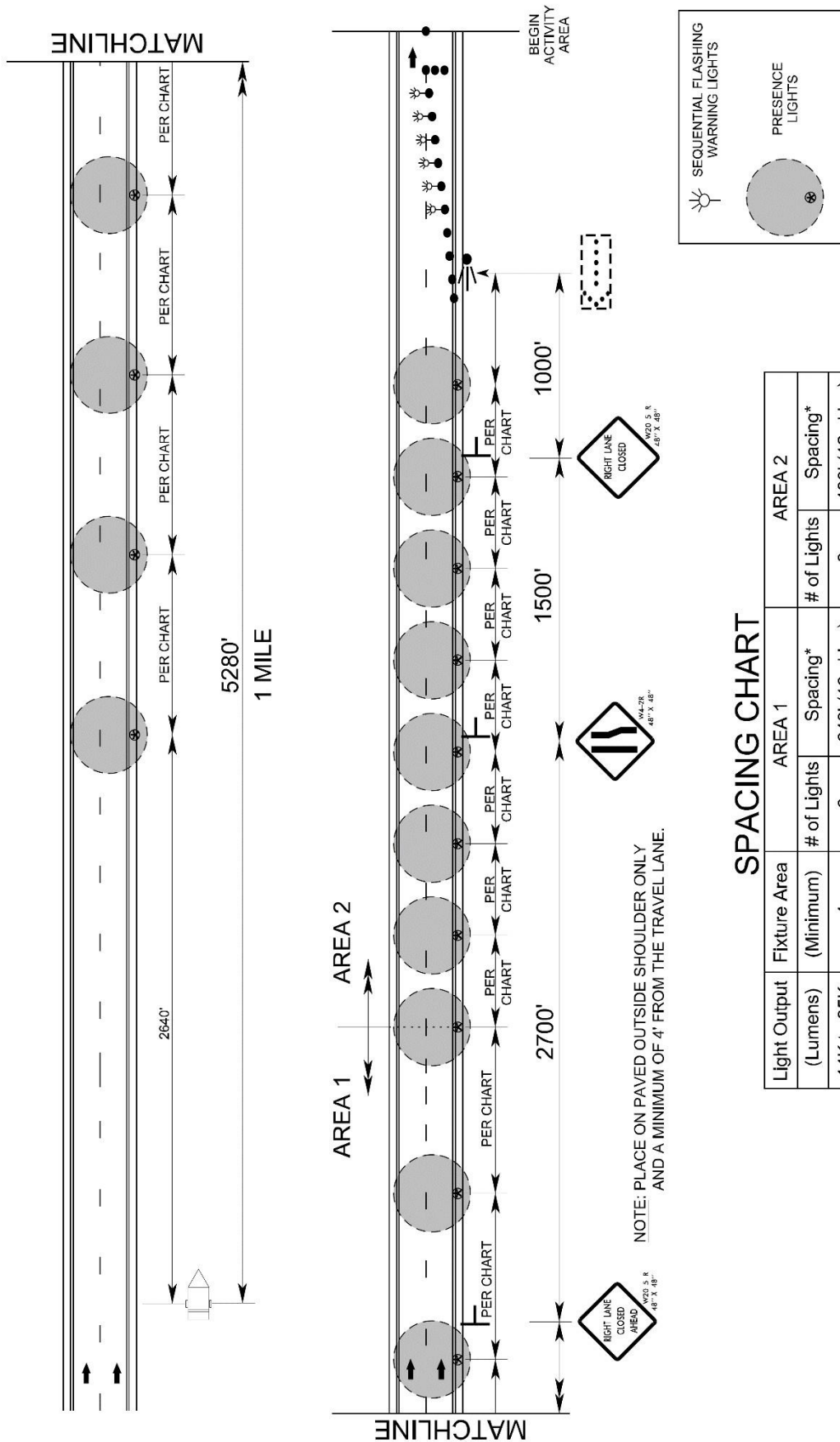
Relocation, replacement, repair, removal, and maintenance of Work Zone Presence Lighting units will be incidental to the work of this section. No measurement or separate payment will be made for power generators, batteries, or other power supply devices.

**Pay Item**

Work Zone Presence Lighting

**Pay Unit**

Each



**SPACING CHART**

Light Output (Lumens)	AREA 1		AREA 2	
	Fixture Area (Minimum)	# of Lights	Spacing*	# of Lights
14K to 35K	4	6	640' (16 skips)	8
35.1K to 60K	5	5	800' (20 skips)	6
60K +	6+	4	1000' (25 skips)	5

\*SKIPS REFER TO TRADITIONAL 10' PAVEMENT MARKING LINES WITH 30' GAPS.

AREA 1: BEGINS 2,640' DOWNSTREAM FROM CMS; EXTENDS TO JUST PAST 1ST LANE CLOSURE SIGN

AREA 2: BEGINS JUST PAST THE 1ST LANE CLOSURE SIGN; EXTENDS TO JUST PAST THE LAST LANE CLOSURE SIGN

NOTE: PLACE ON PAVED OUTSIDE SHOULDER ONLY AND A MINIMUM OF 4' FROM THE TRAVEL LANE.



**Project Special Provisions  
Erosion Control**

**STABILIZATION REQUIREMENTS:**

(4-30-2019)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective April 1, 2019 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

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	Justice	Serengeti
2 <sup>nd</sup> Millennium	Essential	Kalahari	Shelby
3 <sup>rd</sup> Millennium	Evergreen 2	Kitty Hawk 2000	Sheridan
Apache III	Falcon IV	Legitimate	Signia
Avenger	Falcon NG	Lexington	Silver Hawk
Barlexas	Falcon V	LSD	Sliverstar
Barlexas II	Faith	Magellan	Shenandoah Elite
Bar Fa	Fat Cat	Matador	Sidewinder
Barrera	Festnova	Millennium SRP	Skyline
Barrington	Fidelity	Monet	Solara
Barrobusto	Finelawn Elite	Mustang 4	Southern Choice II
Barvado	Finelawn Xpress	Ninja 2	Speedway
Biltmore	Finesse II	Ol' Glory	Spyder LS
Bingo	Firebird	Olympic Gold	Sunset Gold
Bizem	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tanzania
Blade Runner II	Five Point	Pedigree	Trio
Bonsai	Focus	Picasso	Tahoe II
Braveheart	Forte	Piedmont	Talladega
Bravo	Garrison	Plantation	Tarheel
Bullseye	Gazelle II	Proseeds 5301	Terrano
Cannavaro	Gold Medallion	Prospect	Titan ltd
Catalyst	Grande 3	Pure Gold	Titanium LS
Cayenne	Greenbrooks	Quest	Tracer
Cessane Rz	Greenkeeper	Raptor II	Traverse SRP
Chipper	Gremlin	Rebel Exeda	Tulsa Time
Cochise IV	Greystone	Rebel Sentry	Turbo
Constitution	Guardian 21	Rebel IV	Turbo RZ
Corgi	Guardian 41	Regiment II	Tuxedo RZ
Corona	Hemi	Regenerate	Ultimate
Coyote	Honky Tonk	Rendition	Venture
Darlington	Hot Rod	Rhambler 2 SRP	Umbrella
Davinci	Hunter	Rembrandt	Van Gogh
Desire	Inferno	Reunion	Watchdog
Dominion	Innovator	Riverside	Wolfpack II
Dynamic	Integrity	RNP	Xtremegreen
Dynasty	Jaguar 3	Rocket	
Endeavor	Jamboree	Scorpion	

## Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo

America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm
Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	Champlain	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II
Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact
Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

Approved Hard Fescue Cultivars:

Aurora II	Eureka II	Oxford	Scaldis II
Aurora Gold	Firefly	Reliant II	Spartan II
Berkshire	Granite	Reliant IV	Stonehenge
Bighorn GT	Heron	Rescue 911	
Chariot	Nordic	Rhino	

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.

**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](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 PIPE FOR CLEAN WATER DIVERSION:**

(03-28-2022)

**Description**

This work consists of furnishing, installing, maintaining and removing any and all temporary pipe used on this project in conjunction with the clean water diversions. The temporary pipe for clean water diversion shall be used to direct water flowing from offsite around/away from specific area(s) of 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 for clean water diversion shall provide a passageway for offsite stormwater runoff to be routed around or through the work-site. The minimum size requirements will be as stated on the erosion control plans.

## Measurement and Payment

\_\_\_" *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

\_\_\_" Temporary Pipe

### Pay Unit

Linear Foot

## **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:

<b>Pay Item</b>	<b>Pay Unit</b>
Impervious Dike	Linear Foot

## **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**

<b>Item</b>	<b>Section</b>
Temporary Silt Fence	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 think 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:

<b>Pay Item</b>	<b>Pay Unit</b>
Concrete Washout Structure	Each

**LITTER REMOVAL (MOWING AREAS ONLY):**

(07-19-22)

**Description**

This work consists of the pickup, removal, and disposal of litter from roadsides within the construction project prior to mowing operations.

**Construction Methods**

Provide labor, equipment and materials necessary for the pickup and removal of litter from non-construction sources and the disposal of same into state approved landfills. The Contractor shall abide by all ordinances, laws and regulations regarding disposal of litter and recycling of eligible materials. Wastes generated from construction activities shall be managed as provided elsewhere in the contract. Litter items may consist of any item not considered normal to the right-of-way, including but not limited to, varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, building supplies, metals, household furnishings, cardboard, plastics, ladders, brush and other items not considered normal to the right of way. Litter removal shall be performed in designated areas within five days prior to any mowing operations and as directed. Designated areas shall include vegetated medians and shoulders within the project limits including all interchange ramps and other areas to be mown. Designated areas may be omitted for litter removal by the Engineer due to safety concerns.

The Contractor shall provide adequate personnel and materials to collect and remove litter. The Contractor shall be responsible for locating and utilizing approved local landfills and recycling facilities. Refer to Section 105-27 of the *Standard Specifications* for potential hazardous materials. All collected litter shall be containerized immediately and kept off the traveled portions of the roadway, shoulders, and rights-of-way (including paved shoulders). All collected litter that is small enough to be placed in a bag shall be bagged immediately. All collected litter that is too large for a bag shall be placed into a vehicle. Extended storage or stockpiling of collected litter and recyclables will not be permitted.

The Contractor's personnel shall dispose of any litter in a landfill approved by North Carolina Division of Waste Management. The Contractor will not be allowed to use NCDOT accounts at the landfills/recycling centers nor be allowed to dispose of the litter in NCDOT trash containers on any NCDOT property.

The Contractor shall report online the number of bags of litter and any recycling on the NCDOT Litter Management Website on the date of the pickup at the following website:

<https://apps.ncdot.gov/LM>

An access code ('Pickup Key') for the online reporting portal may be obtained via emailing the Roadside Environmental Unit Litter Management Section at [ncdot.clr@ncdot.gov](mailto:ncdot.clr@ncdot.gov). The Contractor shall request access to the litter removal reporting website prior to starting initial litter collection operations.

### Measurement and Payment

The quantity of litter removal to be performed will be affected by the actual conditions that occur during construction of the project. The quantity of litter removal 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.

*Manual Litter Removal* will be measured and paid as the actual number of man hours each worker spends picking up litter. Such price and payment will be full compensation for all litter removal work covered by *Litter Removal*, including, but not limited to, furnishing all materials, labor, equipment, transport, reporting, and incidentals necessary to accomplish the work.

*Litter Disposal* will be measured and paid for by the actual number of tons of litter collected and properly disposed of at a state approved landfill. Such price and payment will be full compensation for all fees, labor, transport, and incidentals necessary to dispose of collected litter associated with *Litter Removal*.

All traffic control necessary to provide a safe work area for *Litter Removal* shall be paid for as specified elsewhere in the contract.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Manual Litter Removal	MHR
Litter Disposal	TON

# ST-1

Project B-5527

Surry County

## Project Special Provisions

### Structures

#### Table of Contents

CONSTRUCTION, MAINTENANCE AND REMOVAL OF TEMPORARY STRUCTURE AT STATION 18+12 -SB_DET- (2-21-2023)	ST-2
CONSTRUCTION, MAINTENANCE AND REMOVAL OF TEMPORARY ACCESS AT STATION 23+18.00 -LNB- (2-21-2023)	ST-5
THERMAL SPRAYED COATINGS (12-1-2017)	ST-6
FALSEWORK AND FORMWORK (11-30-23)	ST-8
SUBMITTAL OF WORKING DRAWINGS (11-30-23)	ST-14
CRANE SAFETY (6-20-19)	ST-20
GROUT FOR STRUCTURES (12-1-2017)	ST-21
ASBESTOS ASSESSMENT (11-30-23)	ST-22



2/21/2024

DocuSigned by:

*Marc A. LeBlanc*

C149F09AB2F4412...

**ST-2**

Project B-5527

Surry County

**CONSTRUCTION, MAINTENANCE AND REMOVAL  
OF TEMPORARY STRUCTURE AT STATION 18+12 -SB DET-****(02-21-23)**

Construct, maintain and afterwards remove a temporary structure in accordance with the applicable parts of the Standard Specifications and this Special Provision (structure only; the approaches are not a part of this provision). Provide a temporary structure with a minimum overall length of 200 feet. Center the length of the structure about Station 18+12 -SB\_DET- with the alignment, grade, and skew as indicated on the Roadway plans. If the skew is not 90°, then lengthening of the structure to accommodate a 90° skew is permitted. Provide a temporary structure with a minimum clear roadway width of 32 feet. Temporary structures over railroads shall maintain a minimum horizontal clearance of 25' from center of track to any temporary bent.

Design the temporary structure for HL-93 live load in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications. The design of the temporary structure need not satisfy the Extreme Event I Load Combination of the AASHTO LRFD Bridge Design Specifications. Due to the expected issuance of overweight permits by the NCDOT for certain loads above legal limits, design the temporary structure to satisfy the requirements of AASHTO's Manual for Bridge Evaluation for the following five vehicle configurations:

Truck #1			Truck #2			Truck #3		
Axle	P (k)	Distance (ft)	Axle	P (k)	Distance (ft)	Axle	P (k)	Distance (ft)
1	12.00	0.00	1	12.00	0.00	1	4.50	0.00
2	20.00	8.08	2	20.00	8.08	2	25.00	8.08
3	20.00	4.00	3	20.00	4.00	3	25.00	4.00
4	20.00	4.00	4	20.00	4.00	4	20.00	18.00
5	16.67	20.00	5	18.00	18.00	5	20.00	4.00
6	16.67	4.00	6	18.00	4.00			
7	16.66	4.00						

Truck #4			Truck #5		
Axle	P (k)	Distance (ft)	Axle	P (k)	Distance (ft)
1	12.00	0.00	1	14.00	0.00
2	20.00	15.00	2	25.00	15.00
3	20.00	4.00	3	25.00	4.00
4	20.00	4.00	4	17.00	20.00
5	20.00	20.00	5	17.00	4.00
6	20.00	4.00	6	17.00	4.00
7	20.00	4.00	7	17.00	4.00



## ST-3

Project B-5527

Surry County

As a minimum, design the bridge rails for the AASHTO LRFD Test Level 2 (TL-2) crash test criteria, except when the plans state that a Test Level 3 (TL-3) bridge rail is required. The bridge rail design criteria are defined in the current edition of the AASHTO LRFD Bridge Design Specifications. In addition, design structural elements to which the bridge rail is attached, or elements which may receive loads transmitted through the rail, to distribute and/or withstand these loads.

Attach the bridge rails in a way that permits the bridge approach railing system to transition from the guardrail system and attach to the rigid railing system on the temporary bridge.

Submit detailed sketches of the joint assembly for review and approval. The sketches shall provide an installation procedure and dimensions depicting adequate access to install welded or bolted connections. The maximum joint opening shall be limited to 3 inches.

Using timber floors or timber mat floors is not permitted due to anticipated high truck traffic. If timber piles are used, use piles that are new and conform to ASTM D25. Rough-peeled or clean-peeled untreated timber piles are permitted.

All wood and timber products shall be inspected in accordance with Article 1082-1 of the Standard Specifications. The use of ungraded timber and lumber is not permitted. Use material conforming to grading rules of SPIB, NELMA or other nationally recognized specification.

Submit design calculations to the Engineer for review and approval that, as a minimum, include stress calculations for the following structural components: railings, rail post, rail post connections, flooring, main girders or floor beam system, bent cap, pile bearing, pile as a structural member and longitudinal and lateral stability of pile bents if necessary. Indicate the condition of any used materials in the design calculations. Detailed drawings and design calculations of the structural components shall be signed and sealed by a North Carolina Registered Professional Engineer. For stream crossings, determine the pile stability assuming a scour depth equal to 250% of the pile diameter or width below the existing bed elevation. The Engineer may require a more detailed analysis of scour depth for pile bents containing more than a single row of piles.

Include material specifications for all new and used materials, including commercial grades and species of timber and lumber, in the detail drawings of the structure. In addition, show the location and a detailed sketch of the used materials indicating condition of the material, the location and geometry of existing but unused holes, attachments left over from previous use and any other irregularities in the material.

New and used material for temporary structures constructed by the Contractor, including systems intended for multiple usages, shall be inspected and approved prior to assembly.

Fabricators of temporary structures utilizing modular panels shall be AISC certified or equivalent. Submit proof of certification in accordance with Section 1072 of the Standard Specifications.

All critical bolted connections in the temporary structure require new high strength bolts. Indicate the location of the critical connections and recommended bolt size with tightening procedures in the detail drawings of the structure. The use of used high strength bolts is limited to non-critical connections and is subject to approval. For new high strength bolts, furnish the Engineer a copy of the manufacturer's test report for each component. Have the report indicate

## ST-4

Project B-5527

Surry County

the testing date, the location where the components were manufactured, the lot number of the material represented, the rotational capacity tests lot number and the source identification marking used by the manufacturer of each component.

Before the temporary structure is loaded, the contractor shall inspect the structure and submit a written statement certifying that the erected structure complies with the approved detailed drawings. Temporary structures utilizing modular panels shall be inspected and certified by a manufacturer's representative. Any condition that does not comply with the accepted drawings, or any other condition deemed unsatisfactory by the Engineer, is cause for rejection.

Once vehicular traffic is allowed on a structure utilizing modular panels, routine inspection by the manufacturer will be required. The first inspection of the structure will be one month after opening the structure to vehicular traffic. Subsequent inspections shall be performed every six months. However, when ADTT exceeds 2000 inspection of the temporary structure shall occur every three months. An inspection report provided by the Department must be completed by the manufacturer and submitted to the Engineer within 3 days of each inspection. Any items documented in the report indicating safety or stability issues with the structure must be reported immediately. All safety and stability repairs will be performed promptly by the Contractor and approved by the Engineer.

*Construction, Maintenance and Removal of Temporary Structure at Sta. 18+12 -SB\_DET-* will be paid as provided in Article 400-5 of the Standard Specifications. Such payment includes, but is not limited to, furnishing all materials, equipment, tools, labor, and incidentals necessary to complete and monitor the work.

# ST-5

Project B-5527

Surry County

## **CONSTRUCTION, MAINTENANCE AND REMOVAL OF TEMPORARY ACCESS AT STATION 23+18.00 -LNB-**

**(02-21-23)**

Construct, maintain, and remove the temporary access required to provide the working area necessary for construction of the new bridge, construction of the temporary detour structure, or for the removal of an existing bridge, as applicable. Temporary access may involve the use of a rock causeway [workpad], a work bridge, or other methods; however, all types of temporary access are required to meet the requirements of all permits, the plans, the Standard Specifications, and this Special Provision.

### **1.0 TEMPORARY ROCK CAUSEWAY [WORKPAD]**

At the contractor's option, construction of a temporary rock causeway [workpad] within the limits shown on the plans is acceptable, provided the causeway [workpad] impacts are in compliance with all permits. Build the causeway [workpad] with Class II riprap topped by a layer of Class B riprap or as otherwise designated on the plans or approved by the Engineer. If desired, recycle the Class II riprap used in the causeway [workpad] for placement in the final riprap slope protection as directed by the Engineer. No payment will be made for recycled riprap as this material is considered incidental to the causeway [workpad] placement and removal. If this option is exercised, no adjustment in contract bid price will be allowed due to an underrun in the quantity of "Rip Rap Class II (2'-0" Thick)".

Completely remove all causeway [workpad] material including pipes and return the entire causeway [workpad] footprint to the original contours and elevations within 90 days of the completion of the deck slab or as otherwise required by permits.

For sites affected by moratoriums or restrictions on in-stream work: Do not construct or remove causeway [workpad] during the moratorium period shown on the permit. If the completion of the deck slab falls within the prohibitive dates for causeway [workpad] construction or removal, begin causeway [workpad] removal immediately following the prohibitive dates.

### **2.0 TEMPORARY WORK BRIDGE**

At the contractor's option, construction of a temporary work bridge in lieu of the causeway(s) [workpad] is acceptable, provided the temporary work bridge satisfies all permits. Submit details of the temporary work bridge to the Engineer prior to constructing the work bridge to ensure conformance with the plans and all permits. Completely remove the temporary bridge prior to final acceptance or as otherwise required by the permits.

### **3.0 BASIS OF PAYMENT**

The lump sum price bid for "Construction, Maintenance and Removal of Temporary Access at Station 23+18.00 -LNB-" will be full compensation for the above work, or other methods of access, including all material, pipes, work bridge components, equipment, tools, labor, disposal, and incidentals necessary to complete the work.

# ST-6

Project B-5527

Surry County

## **THERMAL SPRAYED COATINGS (METALLIZATION)**

**(12-1-2017)**

### **1.0 DESCRIPTION**

Apply a thermal sprayed coating (TSC) and sealer to metal surfaces in accordance with the Thermal Sprayed Coatings (Metallization) Program and as specified herein when called for on the plans or by other Special Provisions. Use only Arc Sprayed application methods to apply TSC. The Engineer must approve other methods of application.

The Thermal Sprayed Coatings (Metallization) Program is available on the Materials and Tests Unit website.

### **2.0 QUALIFICATIONS**

Only use NCDOT approved TSC Contractors meeting the requirements outlined in the Thermal Sprayed Coatings (Metallization) Program.

### **3.0 MATERIALS**

Use only materials meeting the requirements of Section 7 of the Thermal Sprayed Coatings (Metallization) Program.

### **4.0 SURFACE PREPARATION AND TSC APPLICATION**

Surface preparation of TSC surfaces shall meet the requirements of Section 8 of the Thermal Sprayed Coatings (Metallization) Program. Apply TSC with the alloy to the thickness specified on the plans or as required by Thermal Sprayed Coatings (Metallization) Program.

### **5.0 INSPECTION AND TESTING**

The TSC Contractor must conduct inspections and tests listed in the Thermal Sprayed Coatings (Metallization) Program.

### **6.0 REPAIRS**

Perform all shop repairs in accordance with the procedures outlined in the Thermal Sprayed Coatings (Metallization) Program.

Repairs associated with field welding shall be made by removing the existing metallizing by blast or power tool cleaning. Affected areas shall be addressed as follows:

- For Marine Environments, incorporate a minimum surface preparation in accordance with SSPC SP-11 (Power Tool Cleaning to Bare Metal) and require an approved epoxy mastic coating applied in accordance with the manufacturer's recommendation. Apply a minimum of two (2) coats at a rate of 5-7 (WFT) per coat to the affected area.

## ST-7

Project B-5527

Surry County

- For Non-Marine Environments, incorporate a minimum surface preparation in accordance with SSPC SP-11 (Power Tool Cleaning to Bare Metal) and require an approved organic zinc-rich coating applied in accordance with the manufacturer's recommendation. Apply a minimum of two (2) coats at a rate of 5-7 (WFT) per coat to the affected area.
  1. Minor localized areas less than or equal to 0.1 ft<sup>2</sup> with exposed substrate shall be repaired as outlined above for marine and non-marine environments.
  2. Large localized areas greater than 0.1 ft<sup>2</sup> with exposed substrate shall require the Contractor to submit a detailed repair procedure to the Engineer for review and approval.
- Repair methods for areas where the substrate has not been exposed shall be mutually agreed upon between the Contractor and TSC Contractor as approved by the Engineer.

### **7.0 TWELVE MONTH OBSERVATION PERIOD**

All TSC materials applied under the Thermal Sprayed Coatings (Metallization) Program shall be evaluated twelve (12) months after project acceptance for defective materials and workmanship.

### **8.0 BASIS OF PAYMENT**

The contract price bid for the metal component to which the TSC is applied will be full compensation for the thermal sprayed coating.

# ST-8

Project B-5527

Surry County

## **FALSEWORK AND FORMWORK**

(11-30-23)

### **1.0 GENERAL**

Use this Special Provision as a guide to develop temporary works submittals required by the *Standard Specifications* or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork.

Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Access scaffolding is a temporary structure that functions as a work platform that supports construction personnel, materials, and tools, but is not intended to support the structure. Scaffolding systems that are used to temporarily support permanent structures (as opposed to functioning as work platforms) are considered to be falsework under the definitions given. Shoring is a component of falsework such as horizontal, vertical, or inclined support members. Where the term “temporary works” is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

Design and construct safe and adequate temporary works that will support all loads imposed and provide the necessary rigidity to achieve the lines and grades shown on the plans in the final structure.

### **2.0 MATERIALS**

Select materials suitable for temporary works; however, select materials that also ensure the safety and quality required by the design assumptions. The Engineer has authority to reject material on the basis of its condition, inappropriate use, safety, or nonconformance with the plans. Clearly identify allowable loads or stresses for all materials or manufactured devices on the plans. Revise the plan and notify the Engineer if any change to materials or material strengths is required.

### **3.0 DESIGN REQUIREMENTS**

#### **A. Working Drawings**

Provide working drawings for items as specified in the contract, or as required by the Engineer, with design calculations and supporting data in sufficient detail to permit a structural and safety review of the proposed design of the temporary work.

On the drawings, show all information necessary to allow the design of any component to be checked independently as determined by the Engineer.

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints.

**ST-9**

Project B-5527

Surry County

When required, have the drawings and calculations prepared under the guidance of, and sealed by, a North Carolina Registered Professional Engineer who is knowledgeable in temporary works design.

If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screed Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab. For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 1/2" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

For link slabs, the top of girders directly beneath the link slab shall be free of overhang falsework attachments or other hardware. Submit calculations and working drawings for overhang falsework in the link slab region.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

**ST-10**

Project B-5527

Surry County

Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than  $\frac{3}{4}$ ".

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

Design falsework and formwork requiring submittals in accordance with the current edition of AASHTO *Guide Design Specifications for Bridge Temporary Works* except as noted herein.

**1. Wind Loads**

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph. In addition, Table 2.2A is included to provide the maximum wind speeds by county in North Carolina.

**Table 2.2 - Wind Pressure Values**

Height Zone feet above ground	Pressure, lb/ft <sup>2</sup> for Indicated Wind Velocity, mph				
	70	80	90	100	110
0 to 30	15	20	25	30	35
30 to 50	20	25	30	35	40
50 to 100	25	30	35	40	45
over 100	30	35	40	45	50

**2. TIME OF REMOVAL**

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-16 of the *Standard Specifications* and these Special Provisions.

Do not remove forms until the concrete has sufficient strength to prevent surface damage.



**ST-11**

Project B-5527

Surry County

**Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina**

COUNTY	25 YR (mph)	COUNTY	25 YR (mph)	COUNTY	25 YR (mph)
Alamance	70	Franklin	70	Pamlico	100
Alexander	70	Gaston	70	Pasquotank	100
Alleghany	70	Gates	90	Pender	100
Anson	70	Graham	80	Perquimans	100
Ashe	70	Granville	70	Person	70
Avery	70	Greene	80	Pitt	90
Beaufort	100	Guilford	70	Polk	80
Bertie	90	Halifax	80	Randolph	70
Bladen	90	Harnett	70	Richmond	70
Brunswick	100	Haywood	80	Robeson	80
Buncombe	80	Henderson	80	Rockingham	70
Burke	70	Hertford	90	Rowan	70
Cabarrus	70	Hoke	70	Rutherford	70
Caldwell	70	Hyde	110	Sampson	90
Camden	100	Iredell	70	Scotland	70
Carteret	110	Jackson	80	Stanley	70
Caswell	70	Johnston	80	Stokes	70
Catawba	70	Jones	100	Surry	70
Cherokee	80	Lee	70	Swain	80
Chatham	70	Lenoir	90	Transylvania	80
Chowan	90	Lincoln	70	Tyrell	100
Clay	80	Macon	80	Union	70
Cleveland	70	Madison	80	Vance	70
Columbus	90	Martin	90	Wake	70
Craven	100	McDowell	70	Warren	70
Cumberland	80	Mecklenburg	70	Washington	100
Currituck	100	Mitchell	70	Watauga	70
Dare	110	Montgomery	70	Wayne	80
Davidson	70	Moore	70	Wilkes	70
Davie	70	Nash	80	Wilson	80
Duplin	90	New Hanover	100	Yadkin	70
Durham	70	Northampton	80	Yancey	70
Edgecombe	80	Onslow	100		
Forsyth	70	Orange	70		

# ST-12

Project B-5527

Surry County

## **B. REVIEW AND APPROVAL**

The Engineer is responsible for the review and approval of temporary works' drawings.

Submit the working drawings sufficiently in advance of proposed use to allow for their review, revision (if needed), and approval without delay to the work.

The time period for review of the working drawings does not begin until complete drawings and design calculations, when required, are received by the Engineer.

Do not start construction of any temporary work for which working drawings are required until the drawings have been approved. Such approval does not relieve the Contractor of the responsibility for the accuracy and adequacy of the working drawings.

## **4.0 CONSTRUCTION REQUIREMENTS**

All requirements of Section 420 of the *Standard Specifications* apply.

Construct temporary works in conformance with the approved working drawings. Ensure that the quality of materials and workmanship employed is consistent with that assumed in the design of the temporary works. Do not weld falsework members to any portion of the permanent structure unless approved. Show any welding to the permanent structure on the approved construction drawings.

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch. For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

### **A. Maintenance and Inspection**

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

Perform an in-depth inspection of an applicable portion(s) of the temporary works, in the presence of the Engineer, not more than 24 hours prior to the beginning of each concrete placement. Inspect other temporary works at least once a month to ensure that they are functioning properly. Have a North Carolina Registered Professional Engineer inspect the cofferdams, shoring, sheathing, support of excavation structures, and support systems for load tests prior to loading.

### **B. Foundations**

Determine the safe bearing capacity of the foundation material on which the supports for temporary works rest. If required by the Engineer, conduct load tests to verify proposed bearing capacity values that are marginal or in other high-risk situations.

## ST-13

Project B-5527

Surry County

The use of the foundation support values shown on the contract plans of the permanent structure is permitted if the foundations are on the same level and on the same soil as those of the permanent structure.

Allow for adequate site drainage or soil protection to prevent soil saturation and washout of the soil supporting the temporary works supports.

If piles are used, the estimation of capacities and later confirmation during construction using standard procedures based on the driving characteristics of the pile is permitted. If preferred, use load tests to confirm the estimated capacities; or, if required by the Engineer conduct load tests to verify bearing capacity values that are marginal or in other high risk situations.

The Engineer reviews and approves the proposed pile and soil bearing capacities.

### 5.0 REMOVAL

Unless otherwise permitted, remove and keep all temporary works upon completion of the work. Do not disturb or otherwise damage the finished work.

Remove temporary works in conformance with the contract documents. Remove them in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight.

### 6.0 MEASUREMENT AND PAYMENT

Unless otherwise specified, *Falsework and Formwork* will not be directly measured.

Payment at the contract unit prices for the various pay items requiring temporary works will be full compensation for the above falsework and formwork.

# ST-14

Project B-5527

Surry County

## SUBMITTAL OF WORKING DRAWINGS

(11-30-23)

### 1.0 GENERAL

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this Special Provision. For this Special Provision, “submittals” refers to only those listed in this Special Provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Engineer. Either the Structures Management Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Engineer, Structures Management Unit contacts or the Geotechnical Engineering Unit contacts noted below.

To facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

### 2.0 ADDRESSES AND CONTACTS

For submittals to the Structures Management Unit, use the following addresses:

Via Email: [SMU-wdr@ncdot.gov](mailto:SMU-wdr@ncdot.gov) (do not cc SMU Working Drawings staff)

Via US mail:

Mr. B. C. Hanks, P. E.  
State Structures Engineer  
North Carolina Department  
of Transportation  
Structures Management Unit  
1581 Mail Service Center  
Raleigh, NC 27699-1581

Attention: Mr. J. L. Bolden, P. E.

Via other delivery service:

Mr. B. C. Hanks, P. E.  
State Structures Engineer  
North Carolina Department  
of Transportation  
Structures Management Unit  
1000 Birch Ridge Drive  
Raleigh, NC 27610

Attention: Mr. J. L. Bolden, P. E.

For submittals to the Geotechnical Engineering Unit, use the following addresses:

For projects in Divisions 1-7, use the following Eastern Regional Office addresses:

# ST-15

Project B-5527

Surry County

Via Email: [EastGeotechnicalSubmittal@ncdot.gov](mailto:EastGeotechnicalSubmittal@ncdot.gov)

Via US mail:

Mr. Thomas Santee, P. E.  
Assistant State Geotechnical  
Engineer – Eastern Region  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
1570 Mail Service Center  
Raleigh, NC 27699-1570

Via other delivery service:

Mr. Thomas Santee, P. E.  
Assistant State Geotechnical  
Engineer – Eastern Region  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
3301 Jones Sausage Road, Suite 100  
Garner, NC 27529

For projects in Divisions 8-14, use the following Western Regional Office addresses:

Via Email: [WestGeotechnicalSubmittal@ncdot.gov](mailto:WestGeotechnicalSubmittal@ncdot.gov)

Via US mail or other delivery service:

Mr. Eric Williams, P. E.  
Assistant State Geotechnical  
Engineer – Western Region  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Western Regional Office  
5253 Z Max Boulevard  
Harrisburg, NC 28075

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit’s website, via the “[Drawing Submittal Status](#)” link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit’s website, via the “[Geotechnical Construction Submittals](#)” link.

Direct any questions concerning submittal review status, review comments or drawing markups to the following contacts:

Primary Structures Contact:	James Bolden	(919) 707 – 6408
	<a href="mailto:jlbolden@ncdot.gov">jlbolden@ncdot.gov</a>	
Secondary Structures Contacts:	Emmanuel Omile	(919) 707 – 6451
	<a href="mailto:comile@ncdot.gov">comile@ncdot.gov</a>	
	Madonna Rorie	(919) 707 – 6508
	<a href="mailto:mrorie@ncdot.gov">mrorie@ncdot.gov</a>	
Eastern Regional Geotechnical Contact (Divisions 1-7):	Thomas Santee	(919) 920-8901
	<a href="mailto:tgsantee@ncdot.gov">tgsantee@ncdot.gov</a>	

**ST-16**

Project B-5527

Surry County

Western Regional Geotechnical Contact (Divisions 8-14):

Eric Williams (704) 455 – 8902  
[ewilliams3@ncdot.gov](mailto:ewilliams3@ncdot.gov)**3.0 SUBMITTAL COPIES**

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit a copy of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit as specified in the tables below.

The first table below covers “Structure Submittals.” The Engineer will receive review comments and drawing markups for these submittals from the Structures Management Unit. The second table in this section covers “Geotechnical Submittals.” The Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structures Management Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

**STRUCTURE SUBMITTALS**

<b>Submittal</b>	<b>Submittal Required by Structures Management Unit?</b>	<b>Submittal Required by Geotechnical Engineering Unit?</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Arch Culvert Falsework	Y	N	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework <sup>7</sup>	Y	N	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	Y	Y	Article 410-4
Foam Joint Seals <sup>6</sup>	Y	N	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	Y	N	“Expansion Joint Seals”
Expansion Joint Seals (modular)	Y	N	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	Y	N	“Strip Seal Expansion Joints”

**ST-17**

Project B-5527

Surry County

Falsework & Forms <sup>2</sup> (substructure)	Y	N	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	Y	N	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	Y	N	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	Y	N	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	Y	N	Plan Note
Metal Stay-in-Place Forms	Y	N	Article 420-3
Metalwork for Elastomeric Bearings 4,5	Y	N	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	Y	N	Article 1072-8
Disc Bearings <sup>4</sup>	Y	N	“Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	Y	N	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	Y	N	Article 420-20
Prestressed Concrete Box Beam (detensioning sequences) <sup>3</sup>	Y	N	Article 1078-11
Precast Concrete Box Culverts	Y	N	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) <sup>3</sup>	Y	N	Article 1078-11
Prestressed Concrete Deck Panels	Y	N	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	Y	N	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	Y	N	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	Y	N	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	Y	N	“Modular Expansion Joint Seals”

**ST-18**

Project B-5527

Surry County

Sound Barrier Wall (precast items)	Y	N	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans <sup>5</sup>	Y	N	Article 1072-8 & “Sound Barrier Wall”
Structural Steel <sup>4</sup>	Y	N	Article 1072-8
Temporary Detour Structures	Y	Y	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____”
TFE Expansion Bearings <sup>4</sup>	Y	N	Article 1072-8

**FOOTNOTES**

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.
2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
4. The fabricator may submit these items directly to the Structures Management Unit.
5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
7. Submittals are necessary only when the top slab thickness is 18” or greater.



**ST-19**

Project B-5527

Surry County

**GEOTECHNICAL SUBMITTALS**

<b>Submittal</b>	<b>Submittals Required by Geotechnical Engineering Unit</b>	<b>Submittals Required by Structures Management Unit</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Drilled Pier Construction Plans <sup>2</sup>	Y	N	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports <sup>2</sup>	Y	N	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms 2,3	Y	N	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports <sup>2</sup>	Y	N	Subarticle 450-3(F)(3)
Retaining Walls <sup>4</sup>	Y; drawings and calculations	Y; drawings	Applicable Provisions
Temporary Shoring <sup>4</sup>	Y; drawings and calculations	Y; drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

**FOOTNOTES**

- References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
- Submit one hard copy of submittal to the Engineer. Submit a second copy of submittal electronically (PDF via email), US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
- The Pile Driving Equipment Data Form is available from:  
<https://connect.ncdot.gov/projects/construction/ConstManRefDocs/PILE%20DRIVING%20EQUIPMENT%20DATA%20FORM.pdf>  
See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.

## ST-20

Project B-5527

Surry County

### CRANE SAFETY

(6-20-19)

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration (OSHA) regulations.

Submit all items listed below to the Engineer prior to beginning crane operations. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

#### CRANE SAFETY SUBMITTAL LIST

**Competent Person:** Provide the name and qualifications of the “Competent Person” responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.

**Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.

**Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.

**Certifications:** Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or the National Center for Construction Education and Research (NCCER). Other approved nationally accredited programs will be considered upon request. In addition, crane operators shall have a current CDL medical card. Submit a list of crane operator(s) and include current certification for each type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

# ST-21

Project B-5527

Surry County

## **GROUT FOR STRUCTURES**

(12-1-17)

### **1.0 DESCRIPTION**

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, decks, end bent caps, or bent caps. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

### **2.0 MATERIAL REQUIREMENTS**

Unless otherwise noted on the plans, use a Type 3 Grout in accordance with Section 1003 of the Standard Specifications.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

### **3.0 SAMPLING AND PLACEMENT**

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

### **4.0 BASIS OF PAYMENT**

No separate payment will be made for "Grout for Structures". The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

# ST-22

Project B-5527

Surry County

## ASBESTOS ASSESSMENT

(11-30-23)

### 1.0 INSPECTION FOR ASBESTOS CONTAINING MATERIAL

Prior to conducting bridge demolition or renovation activities, the Contractor shall thoroughly inspect the bridge or affected components for the presence of asbestos containing material (ACM) using a firm prequalified by NCDOT to perform asbestos surveys. The inspection must be performed by a N.C. accredited asbestos inspector with experience inspecting bridges or other industrial structures. The N.C. accredited asbestos inspector must conduct a thorough inspection, identifying all asbestos-containing material as required by the Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants (NESHAP) Code of Federal Regulations (CFR) 40 CFR, Part 61, Subpart M.

The Contractor shall submit an inspection report to the Engineer, which at a minimum must include information required in 40 CFR 763.85 (a)(4) vi)(A)-(E), as well as a project location map, photos of existing structure, the date of inspection and the name, N.C. accreditation number, and signature of the N.C. accredited asbestos inspector who performed the inspection and completed the report. The cover sheet of the report shall include project identification information. Place the following notes on the cover sheet of the report and check the appropriate box:

- ACM was found  
 ACM was not found

### 2.0 REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL

If ACM is found, notify the Engineer. Compensation for removal and disposal of ACM is considered extra work in accordance with Article 104-7 of the *Standard Specifications*.

An Asbestos Removal Permit must be obtained from the Health Hazards Control Unit (HHCU) of the N.C. Department of Health & Human Services, Division of Public Health, if more than 35 cubic feet, 160 square feet, or 260 linear feet of regulated ACM (RACM) is to be removed from a structure and this work must be completed by a contractor prequalified by NCDOT to perform asbestos abatement. RACM is defined in 40 CFR, Part 61, Subpart M. Note: 40 CFR 763.85 (a)(4) vi)(D) defines ACM as surfacing, TSI and Miscellaneous which does not meet the NESHAP RACM.

### 3.0 DEMOLITION NOTIFICATION

Even if no ACM is found (or if quantities are less than those required for a permit), a Demolition Notification (DHHS-3768) must be submitted to the HHCU. Notifications and Asbestos Permit applications require an original signature and must be submitted to the HHCU 10 working days prior to beginning demolition activities. The 10 working day period starts based on the post-marked date or date of hand delivery. Demolition that does not begin as originally notified requires submission of a separate revision form HHCU

## ST-23

Project B-5527

Surry County

3768-R to HHCU. Reference the North Carolina Administrative Code, Chapter 10A, Subchapter 41C, Article .0605 for directives on revision submissions.

### Contact Information

Health Hazards Control Unit (HHCU)  
N.C. Department of Health and Human Services  
1912 Mail Service Center  
Raleigh, NC 27699-1912  
Telephone: (919) 707-5950  
Fax: (919) 870-4808

### **4.0 SPECIAL CONSIDERATIONS**

Buncombe, Forsyth, and Mecklenburg counties also have asbestos permitting and NESHAP requirements must be followed. For projects involving permitted RACM removals, both the applicable county and the state (HHCU) must be notified.

For demolitions with no RACM, only the local environmental agencies must be notified. Contact information is as follows:

#### Buncombe County

WNC Regional Air Pollution Control Agency  
49 Mt. Carmel Road  
Asheville, NC 28806  
(828) 250-6777

#### Forsyth County

Environmental Affairs Department  
537 N. Spruce Street  
Winston-Salem, NC 27101  
(336) 703-2440

#### Mecklenburg County

Land Use and Environmental Services Agency  
Mecklenburg Air Quality  
700 N. Tryon Street  
Charlotte, NC 28202  
(704) 336-5430

### **5.0 ADDITIONAL INFORMATION**

Additional information may be found on N.C. asbestos rules, regulations, procedures, and N.C. accredited inspectors, as well as associated forms for demolition notifications and asbestos permit applications at the N.C. Asbestos Hazard Management Program website:

<https://epi.dph.ncdhhs.gov/asbestos/ahmp.html>

# ST-24

Project B-5527

Surry County

## 6.0 MEASUREMENT AND PAYMENT

*Asbestos Assessment* Payment will be paid at the lump sum contract unit price and will be full compensation for all asbestos inspections, reports, permitting and notifications.

Payment will be made under:

**Pay Item**

Asbestos Assessment

**Pay Unit**

Lump Sum

**PROJECT SPECIAL PROVISION**

(10-18-95) (Rev. 9-19-23)

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.

<b><u>PERMIT</u></b>	<b><u>AUTHORITY GRANTING THE PERMIT</u></b>
Dredge and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Environmental Management, 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

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

December 18, 2023

MEMORANDUM TO: Division Environmental and Construction Units  
FROM: *MAT* Michael A. Turchy, ECAP Group Leader  
Environmental Analysis Unit  
SUBJECT: Environmental Permits for the Replacement of Bridges 122 and 126 on  
US 52 over Toms Creek in Surry County, Division 11, **TIP: B-5527.**

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	Regional General Permit 50	May 25, 2025
NC Division of Water Resources Section 401 Water Quality Certification	General Certification No. 4135 [RGP50]	May 25, 2025

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/](https://xfer.services.ncdot.gov/pdea/PermIssued/_General_Conditions_and_Certifications/)

The Project Commitments "Greensheet" is located on the Preconstruction SharePoint Dashboard at:  
<https://connect.ncdot.gov/site/preconstruction>



# P-3

## U.S. ARMY CORPS OF ENGINEERS WILMINGTON DISTRICT

Action ID.: SAW-2023-02227 B-5527 County: Surry

### GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Property Owner / Authorized Agent:

North Carolina Department of Transportation  
Attn: Mr. Michael A. Turchy  
Environmental Coordination and Permitting Group Leader

Address: 1598 Mail Service Center  
Raleigh, North Carolina 27699-1598  
919-707-6157

Size and location of property (water body, road name/number, town, etc.): The project is located at Bridge Numbers 122 and 126 along US 52 over Toms Creek in Surry County, North Carolina.

Description of project area and activity: In order to replace the bridges, the permittee is authorized to impact waters of the U.S. as follows:

#### Summary of Authorized Impacts and Required Mitigation

Impact ID #	NWP / GP #	Open Water (ac)		Wetland (ac)		Stream (lf)	
		Temporary	Permanent	Temporary	Permanent	Temporary	Permanent
<b>Site 1 (Toms Creek)</b>	<b><u>RGP 50</u></b>						<b>64' (bank stabilization)</b>
Impact Totals		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>64'</b>
Total Loss of waters of the U.S. (wetlands and/or open waters in ac)			<b>0</b>	Total Loss of waters of the U.S. (streams in lf)			<b>0</b>
Required Wetland Mitigation (ac)			<b>0</b>	Required Stream Mitigation (lf)			<b>0</b>

Applicable Law:  Section 404 (Clean Water Act, 33 USC 1344)  
 Section 10 (Rivers and Harbors Act, 33 USC 403)

Authorization: Regional General Permit Number: RGP 50  
Nationwide Permit Number:

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions, your submitted application, and the following special conditions:

#### Special Conditions

1. All work must be performed in strict compliance with (a) the description of work in the PCN and (b) the Permit Drawings titled, "B-5527 Permit Drawings 10-10-2023", which were attached to the application dated November 15, 2023. Any modification to the description of work and/or the permit plans must be approved by the U.S. Army Corps of Engineers (USACE) prior to implementation.

2. In accordance with the concurrence letter to NCDOT from the U.S. Fish and Wildlife Service dated November 9, 2023, NCDOT shall adhere to the following ESA/Section 7 commitments/conservation measures:

- Tree clearing will take place from October 16 to March 31.
- Should demolition occur during the bat active season (March 15 – November 15 for the purposes of this commitment), bridge structures will be surveyed within two weeks of demolition to ensure absence of bats.
- Should night work occur, temporary lighting will be configured to only illuminate the active work areas and not the surrounding landscape.
- Permanent lighting will not be added to the roadway or bridges.

3. NCDOT 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.

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 and/or regional general 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 and/or regional general 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 828-296-4500) to determine Section 401 requirements.

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.

SAW-2023-02227, B-5527, Surry Co. -3-

If there are any questions regarding this verification, any of the conditions of the Permit, or the U.S. Army Corps of Engineers regulatory program, please contact Lori Beckwith at [loretta.a.beckwith@usace.army.mil](mailto:loretta.a.beckwith@usace.army.mil) or 828-230-0483.

USACE Regulatory Official: Monte Matthews

*Monte Matthews* | 2023.12.12  
12:16:17 -05'00'

Date: **December 12, 2023**

Expiration Date of Verification: **May 25, 2025**

Copy furnished:

NCDOT, Ms. Erin Cheely

Action ID Number: SAW-2023-02227 B-5527

County: Surry

Permittee: NCDOT, Mr. Michael A. Turchy  
Environmental Coordination and Permitting Group Leader

Project Name: NCDOT / B-5527 / Bridges 122 and 126 / Div 11

Regional General Permit: RGP 50

Date Verification Issued: December 12, 2023

Project Manager: Lori Beckwith

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: Lori Beckwith  
151 Patton Avenue  
Room 208  
Asheville, NC 28801-5006**

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 U.S. Army Corps of Engineers 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

ROY COOPER  
Governor  
ELIZABETH S. BISER  
Secretary  
RICHARD E. ROGERS, JR.  
Director



November 30, 2023

DWR # 20231550  
Surry County

Mr. Michael A. Turchy, Environmental Coordination and Permitting Group Leader  
North Carolina Department of Transportation  
1598 Mail Service Center  
Raleigh, NC 27699-1598

**Subject: APPROVAL OF 401 WATER QUALITY CERTIFICATION WITH ADDITIONAL CONDITIONS**  
Replace Bridges 122 and 126 on US 52 (B-5527)  
**Toms Creek [Yadkin-Pee Dee River Basin, 03040101, C]**

Dear Mr. Turchy:

You have our approval for the impacts listed below for the purpose described in your application dated November 15, 2023, and received by the Division of Water Resources (Division) on November 15, 2023. These impacts are covered by the attached Water Quality General Certification Number 4135 and the conditions listed below. This certification is associated with the use of General Permit Number 201902350 once it is issued to you by the U.S. Army Corps of Engineers. Please note that you should get any other federal, state, or local permits before proceeding with your project, including those required by (but not limited to) Sediment and Erosion Control, Non-Discharge, and Water Supply Watershed regulations.

The Division has determined that the proposed project will comply with water quality requirements provided that you adhere to the conditions listed in the enclosed certification and to the additional conditions itemized below.

The following proposed impacts are hereby approved. No other impacts are approved, including incidental impacts. [15A NCAC 02H .0506(b)]

**Stream Impacts in the Yadkin-Pee Dee River Basin**

Site	Permanent Fill in Intermittent Stream (linear ft)	Temporary Fill in Intermittent Stream (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Temporary Fill in Perennial Stream (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
S1			64		64	-
<b>Total</b>			<b>64</b>	<b>0</b>	<b>64</b>	-

**Total Stream Impact for Project: 64 linear feet of permanent.**

This approval is for the purpose and design described in your application. The plans and specifications for this project are incorporated by reference as part of this Certification. If you change your project, you must notify the Division and you may be required to submit a new application package with the appropriate fee. If the property is sold, the new owner must be given a copy of this Certification and is responsible for complying with all conditions. [15A NCAC 02H .0507(d)(2)].



If you are unable to comply with any of the conditions of the attached Water Quality General Certification or with the additional conditions itemized below, you must notify the Asheville Regional Office within 24 hours (or the next business day if a weekend or holiday) from the time the permittee becomes aware of the circumstances.

The permittee shall report to the Asheville Regional Office any noncompliance with, and/or any violation of, stream or wetland standards [15A NCAC 02B .0200] including but not limited to sediment impacts to streams or wetlands. Information shall be provided orally within 24 hours (or the next business day if a weekend or holiday) from the time the permittee became aware of the non-compliance circumstances.

## Condition(s) of Certification:

### Project Specific Conditions

1. The NCDOT Division Environmental Officer or Environmental Assistant will conduct a pre-construction meeting with all appropriate staff to ensure that the project supervisor and essential staff understand potential issues at the permitted site. NCDWR staff shall be invited to the pre-construction meeting. [15A NCAC 02H.0506(b)(2) and (b)(3)]
2. As a condition of this 401 Water Quality Certification, the bridge demolition and construction must be accomplished in strict compliance with the most recent version of NCDOT's Best Management Practices for Construction and Maintenance Activities. [15A NCAC 02H .0506(b)(2)]
3. 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)]
4. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. To meet the requirements of NCDOT's NPDES permit NCS000250, please refer to the most recent version of the *North Carolina Department of Transportation Stormwater Best Management Practices Toolbox* manual for approved measures. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506(b)(2)]

### General 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 downstream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by NCDWR. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact 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 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]
3. 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)]
4. 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)]



5. 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)]
6. 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)]
7. 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)]
8. 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)]
9. 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)]
10. 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)]
11. 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)]
12. 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]
13. 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)]
14. 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)]
15. 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]
16. 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.
17. 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)]



18. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer 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]
19. Native riparian vegetation must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction. [15A NCAC 02B.0506(b)(2)]
20. 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)]
21. 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)]:
  - 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.
22. 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)]

This approval and its conditions are final and binding unless contested. [G.S. 143-215.5] 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.

One (1) copy of the Petition must also be served to the North Carolina Department of Environmental Quality:

William F. Lane, General Counsel  
Department of Environmental Quality  
1601 Mail Service Center  
Raleigh, NC 27699-1601





# P-11

DocuSign Envelope ID: A84595D5-06E9-4B41-A59C-783F325AEF75

This letter completes the review of the Division under section 401 of the Clean Water Act and 15A NCAC 02H .0500. Please contact Kevin Mitchell at 828-296-4650 or [kevin.mitchell@deq.nc.gov](mailto:kevin.mitchell@deq.nc.gov) if you have any questions or concerns.

Sincerely,  
Signed by:

  
4F4DD2F21EA846E...

Richard E. Rogers, Jr., Director  
Division of Water Resources

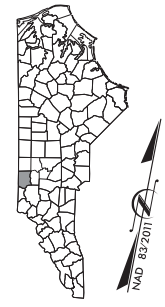
cc: Lori Beckwith, US Army Corps of Engineers Asheville Regulatory Field Office (via email)  
Dave McHenry, NC Wildlife Resources Commission (via email)  
Holland Youngman, US Fish and Wildlife Service (via email)  
Erin Cheely, NC Department of Transportation (via email)

File Copy



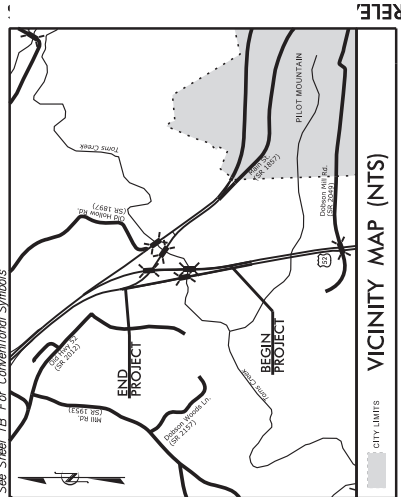
North Carolina Department of Environmental Quality | Division of Water Resources  
512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617  
919.707.9000

STATE	N.C.	PROJECT NUMBER	B-5527	SHEET	1	TOTAL SHEETS	179
DATE		PROJECT NAME		DESIGNER			
		PROJECT NO.	BRSTP-0052(49)	PE			
		ROW	55027.2.1	UTIL			
		CONSTR.	55027.3.1				

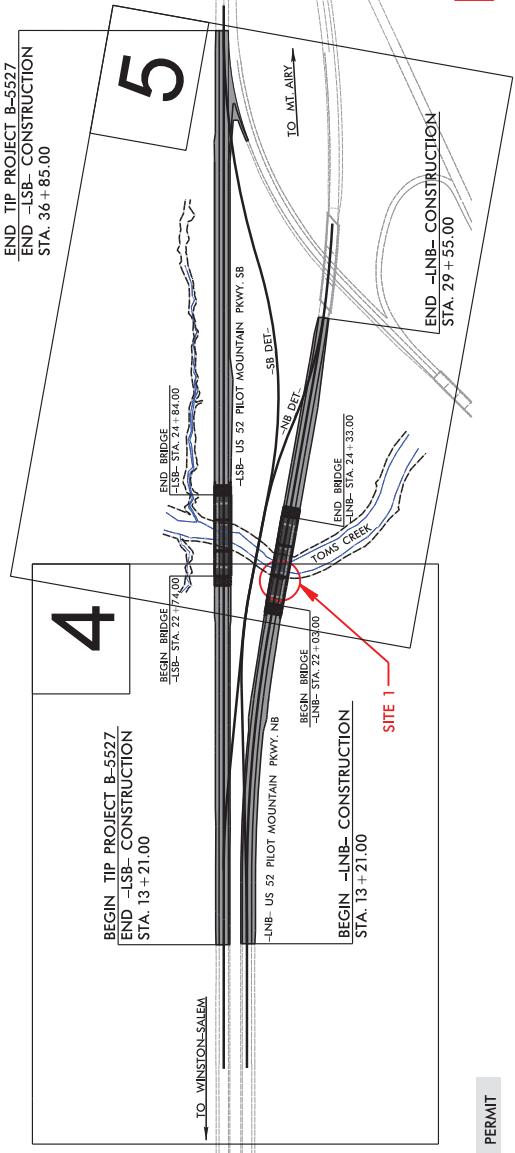


STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS  
**SURRY COUNTY**

LOCATION: BRIDGES I22 AND I26 OVER TOMS CREEK  
ON US 52 NB AND SB  
TYPE OF WORK: GRADING, DRAINAGE, PAVING, & STRUCTURES



PERMIT DRAWINGS  
10-10-2023



PERMIT DRAWING  
SHEET 1 OF 8

DESIGNER'S NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

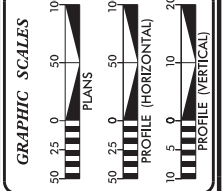


HYDRAULICS ENGINEER  
SIGNATURE: [Signature]  
PROJECT NO.: ROADWAY DESIGN ENGINEER  
DATE: [Date]

AMT  
200 STANDARD SPECIFICATIONS  
RIGHT OF WAY DATE: JUNE 15, 2023  
LETTING DATE: APRIL 16, 2024  
PROJECT ENGINEER: MATTHEW A. DOUGLAS, PE  
PROJECT DESIGN ENGINEER: J.P. HAINLINE, EI  
SUBMIT CONTACT: DAVID STUTTS, PE

PROJECT LENGTH  
LENGTH ROADWAY TIP PROJECT B-5527 = 0.408 MI.  
LENGTH STRUCTURE TIP PROJECT B-5527 = 0.040 MI.  
TOTAL LENGTH TIP PROJECT B-5527 = 0.448 MI.  
NOTE: -LSB- ALIGNMENT USED TO DETERMINE LENGTH OF PROJECT.

DESIGN DATA  
ADT 2020 = 30,670  
ADT 2045 = 39,000  
K = 9 %  
D = 50 %  
T = 19 %  
V = 70 MPH  
\* TTST = 13% DUAL = 6%  
TIER = STATEWIDE  
FLUNC CLASS = INTERSTATE



WETLAND AND SURFACE WATER IMPACTS PERMIT

NOTES:  
1. THIS IS A CONTROLLED-ACCESS PROJECT WITH ACCESS BEING LIMITED TO INTERCHANGES.  
2. THIS PROJECT IS NOT WITHIN ANY MUNICIPAL BOUNDARIES.

CONTRACT: C204208 TIP PROJECT: B-5527

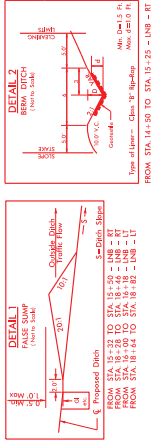
PROJECT REFERENCE NO.	B-5527	SHEET NO.	4
R/W SHEET NO.		PROVALES	ENGINEER
PROVALES	ENGINEER		

DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

PERMIT DRAWING  
SHEET 2 OF 8



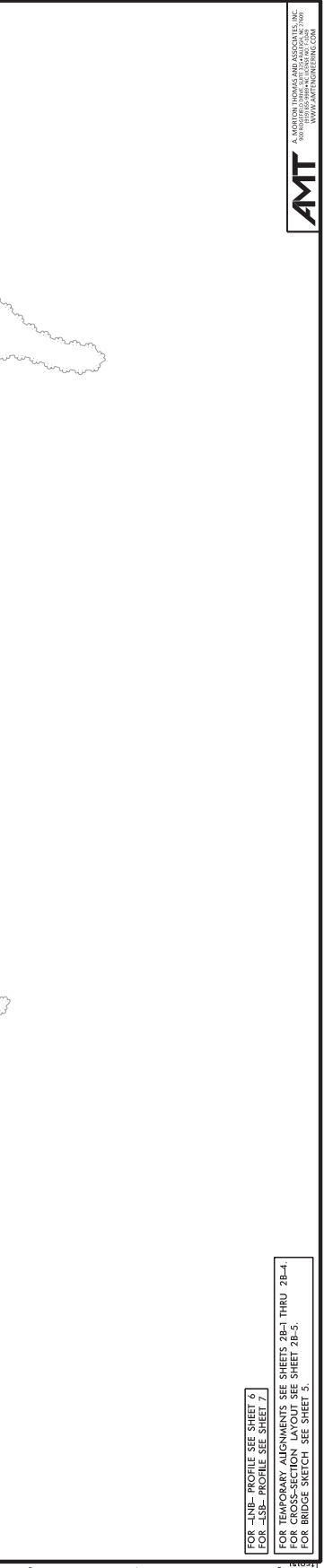
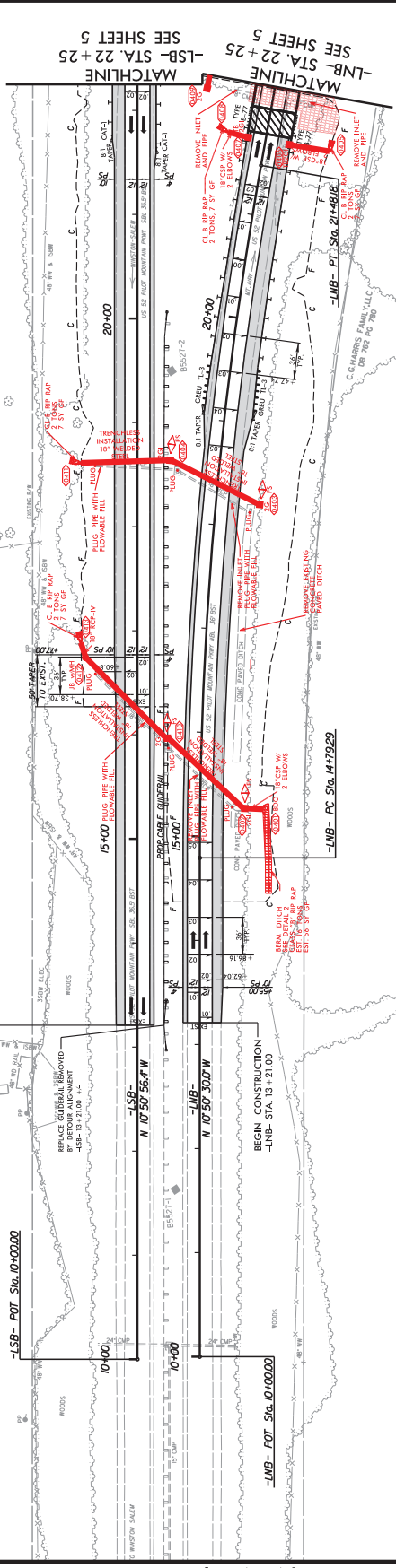
-LNB-  
P/Sig. 18+460  
Δ = 10' 00.00' (RT)  
L = 666.99'  
T = 335.31'  
R = 200.000'  
R<sub>o</sub> = 180'



FROM STA. 13+22 TO STA. 13+24 = LNB - RT  
FROM STA. 13+24 TO STA. 13+26 = LNB - RT  
FROM STA. 13+26 TO STA. 13+28 = LNB - LT  
FROM STA. 13+28 TO STA. 13+30 = LNB - LT  
Type of Drain - Class "B" Single-Slope  
Min. Depth 5.0'  
Max. Depth 6.0'

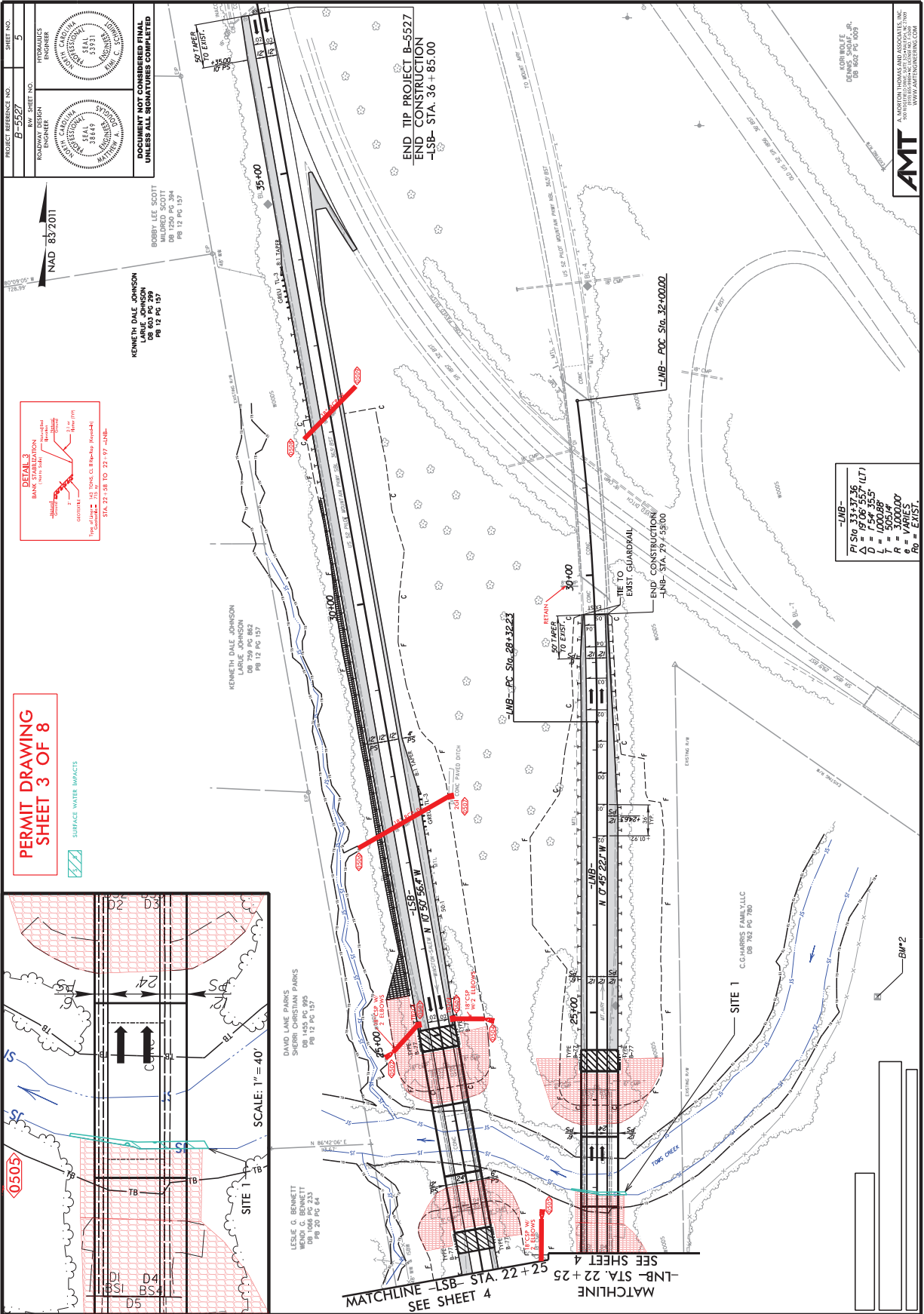
LESLIE G. BENNETT  
WENDI G. BENNETT  
REGISTERED PROFESSIONAL ENGINEERS  
P.E. 20,000,000  
P.E. 20,000,000

BEGIN TIP PROJECT B-5527  
BEGIN CONSTRUCTION  
-LSB- STA. 13+21.00



FOR -LNB- PROFILE SEE SHEET 6  
FOR -LSB- PROFILE SEE SHEET 7  
FOR TEMPORARY ALIGNMENTS SEE SHEETS 2B-1 THRU 2B-4  
FOR CROSS-SECTION LAYOUT SEE SHEET 2B-5  
FOR BRIDGE SKETCH SEE SHEET 3

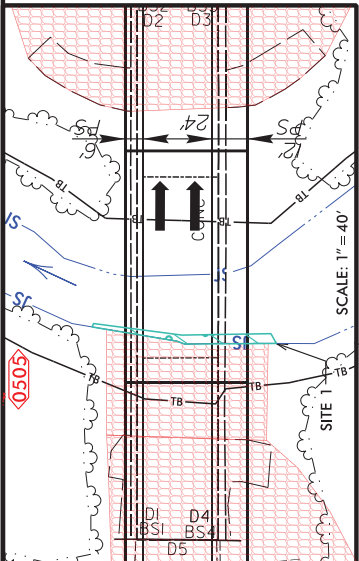
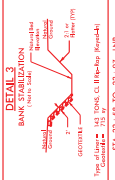




AMT  
 ASSOCIATED THROUGH STATE AND FEDERAL LICENSING  
 WWW.AMT-ENGINEERING.COM

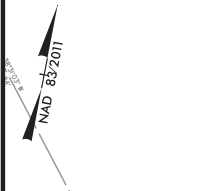
PROJECT REFERENCE NO. B-5527	SHEET NO. 5
REGISTERED PROFESSIONAL ENGINEER KENNETH DALE JOHNSON DB 800 PG 89 PG 10 PG 91	REGISTERED PROFESSIONAL ENGINEER BOBBY LEE SCOTT MILNOR SCOTT DB 110 PG 88 PG 12 PG 137
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

**PERMIT DRAWING  
 SHEET 3 OF 8**



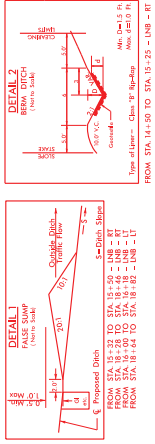
1/24/2023 11:14:28.18850 - B-5527 CE 14da8a95-c40d-95277449-9e101ca3c400v\$M\$B5527.mxd-permit.pch.03dgn

PROJECT REFERENCE NO. <b>B-5527</b>	SHEET NO. <b>4</b>
RAW SHEET NO.	PROVIDES ENGINEER
<b>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</b>	



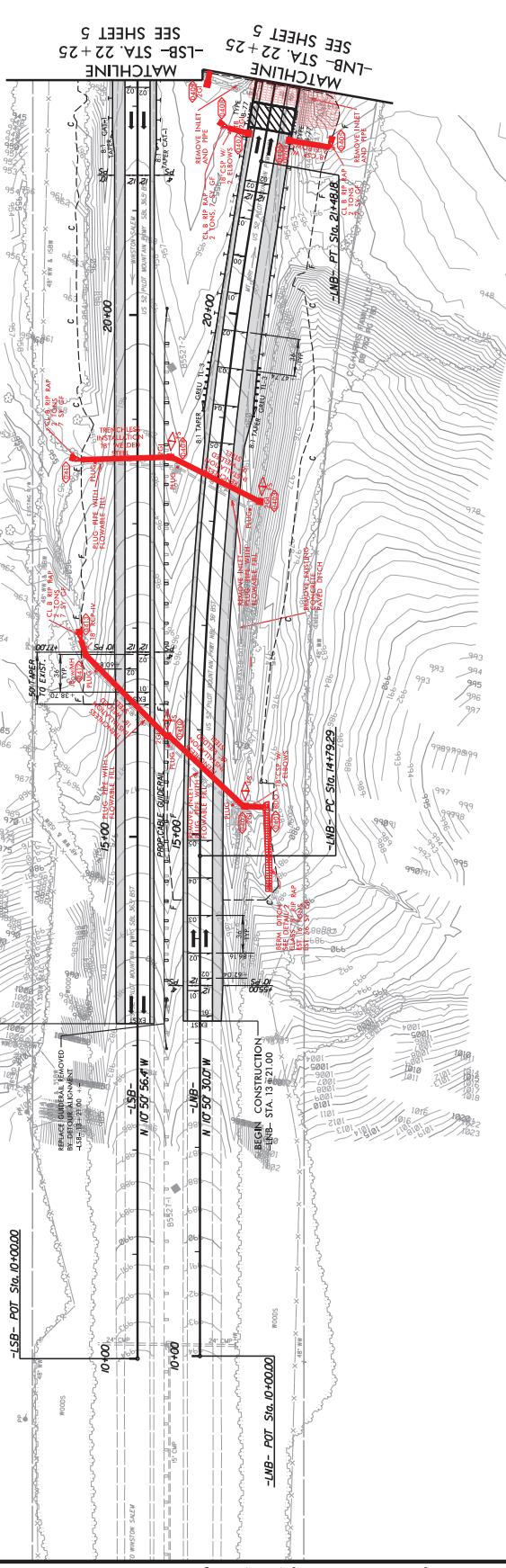
**PERMIT DRAWING  
SHEET 4 OF 8**

-LNB-	PI Sta. 18+460
	$\Delta = 10.0000$ (RT)
	$L = 666.99$
	$T = 335.3'$
	$R = 200.00'$
	$R_o = 180'$



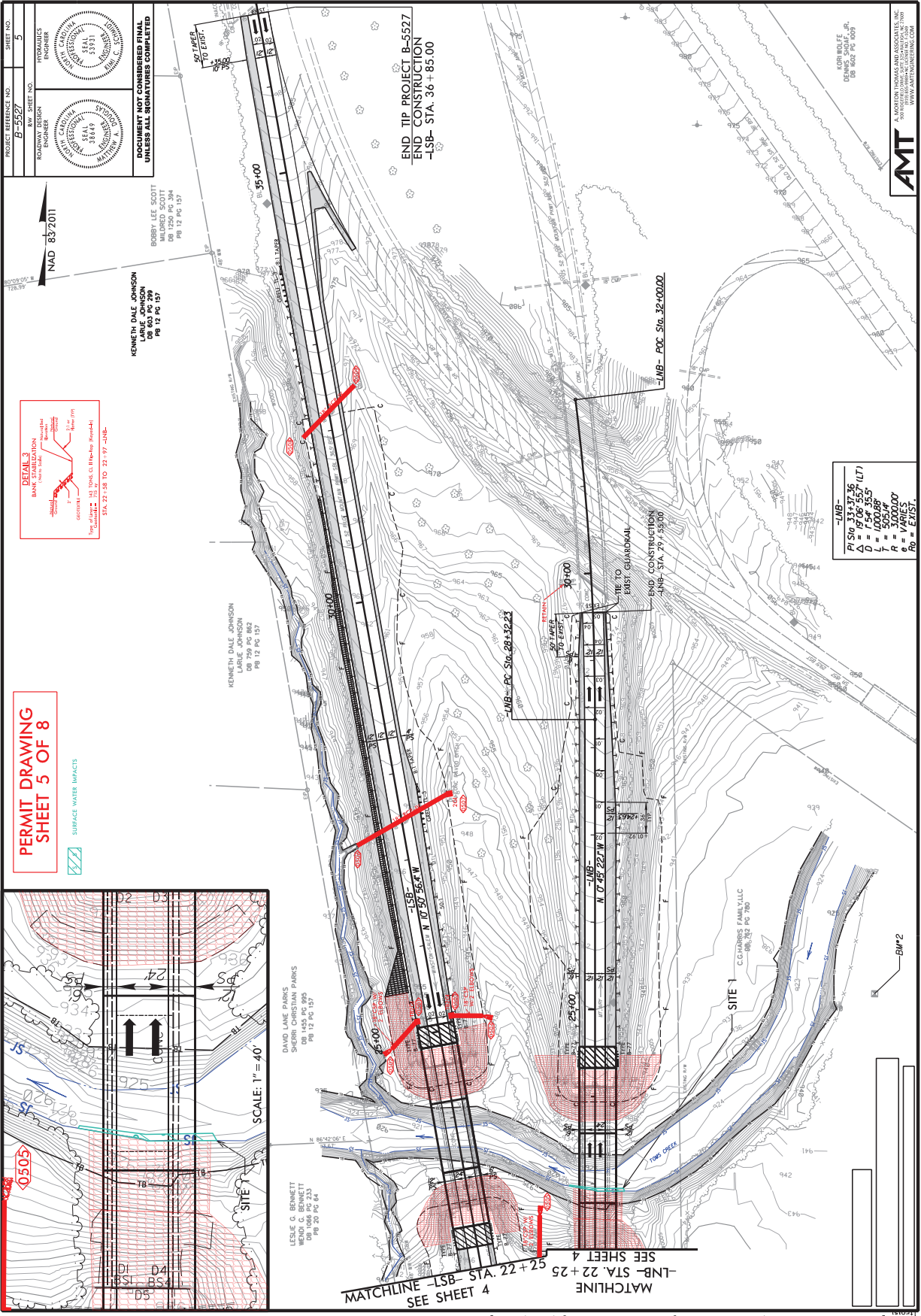
LESLIE G. BENNETT  
WENDI G. BENNETT  
PA 20 PG 63

BEGIN TIP PROJECT B-5527  
BEGIN CONSTRUCTION  
-LSB- STA. 13 + 21.00

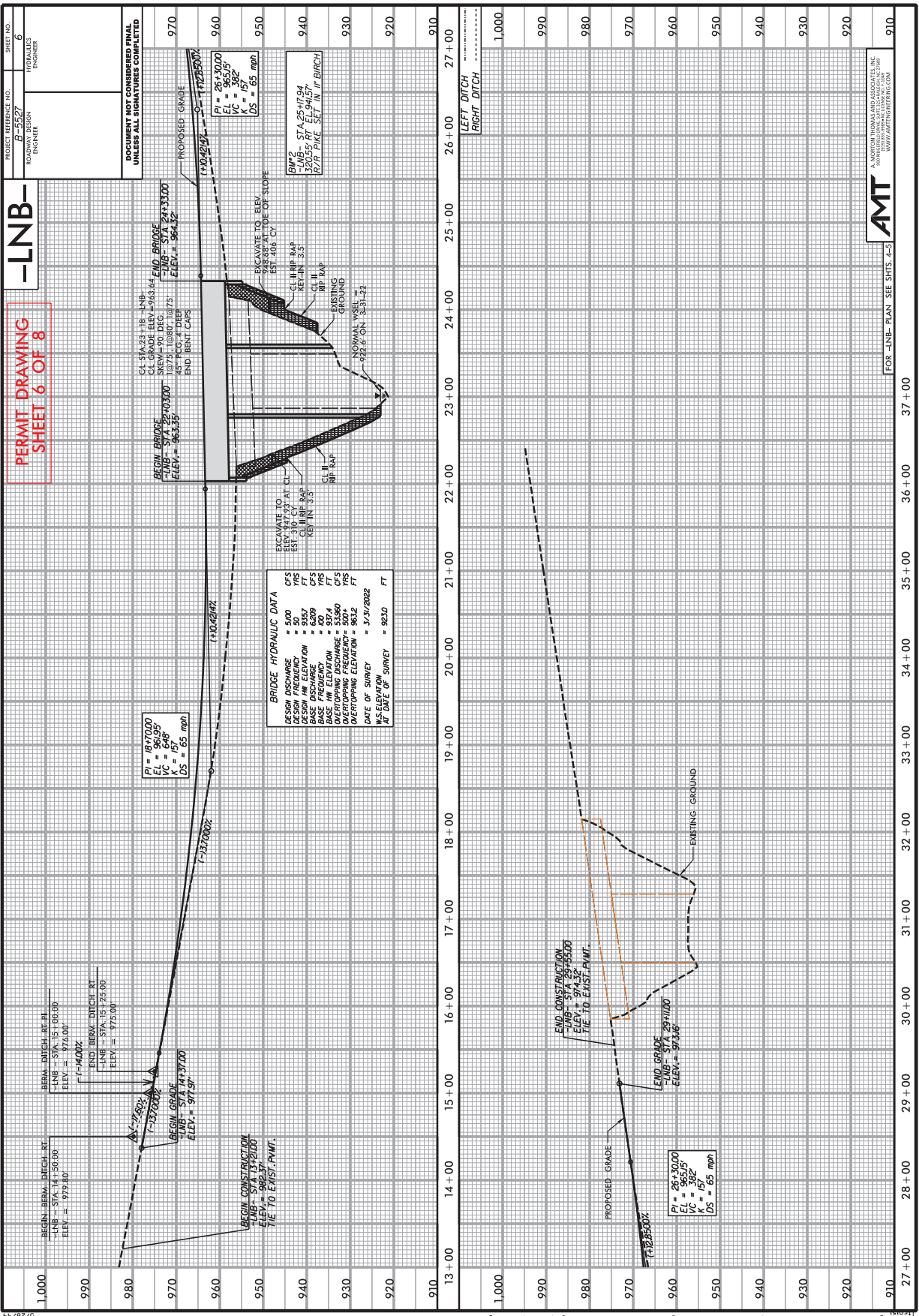


FOR -LNB- PROFILE SEE SHEET 6  
FOR -LSB- PROFILE SEE SHEET 7  
FOR TEMPORARY ALIGNMENTS SEE SHEETS 2B-1 THRU 2B-4  
FOR CROSS-SECTION LAYOUT SEE SHEET 2B-5  
FOR BRIDGE SKETCH SEE SHEET 3



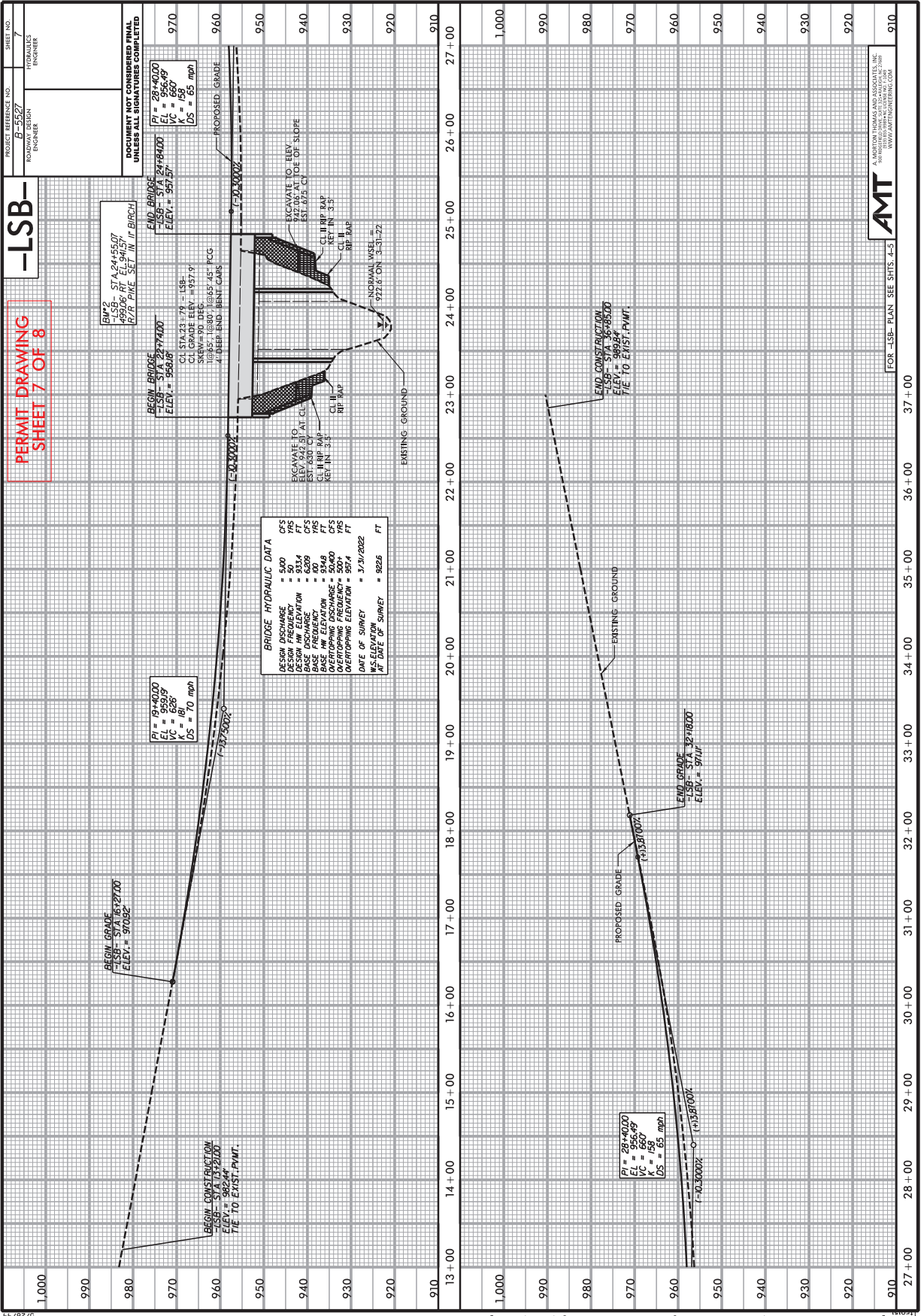


1114-2818850 - B-5527 CE 11/14/2019 10:52 AM C:\Users\james\Documents\Projects\B-5527\1114-2818850.dwg



A. BORTON THOMAS AND ASSOCIATES, INC.  
1000 W. 10TH ST., SUITE 200  
DENVER, CO 80202  
WWW.AMTENGINEERING.COM

FOR -LNB- PLAN SEE SHITS 4-5



9/28/21

11/14-783.0850 - B-5527 CE Update 05-CAD/95277\Hydro\civil\CAD\VP\H\B5527.mxd\pwr\psh\_07.dgn



**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	-LNB- STA. 22+75/23+00	N. Bound Bank Stabilization						< 0.01		64		
<b>TOTALS*:</b>								< 0.01		64	0	0

\*Rounded totals are sum of actual impacts

NOTES:

NC DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 10/09/2023  
 SURRY COUNTY  
 B-5527  
 55027.1.FS1

County: SURRY

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0036000000-E	225	UNDERCUT EXCAVATION	1,500 CY		
0004	0043000000-N	226	GRADING	Lump Sum	L.S.	
0005	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0006	0141000000-E	240	BERM DITCH CONSTRUCTION	56 LF		
0007	0195000000-E	265	SELECT GRANULAR MATERIAL	1,400 CY		
0008	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	900 SY		
0009	0223000000-E	275	ROCK PLATING	360 SY		
0010	0248000000-N	SP	GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 23+18 -L- NB	Lump Sum	L.S.	
0011	0248000000-N	SP	GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 23+79 -L- SB	Lump Sum	L.S.	
0012	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	60 TON		
0013	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	180 SY		
0014	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	228 LF		
0015	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	296 LF		
0016	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	12 EA		
0017	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (18", 0.250")	192 LF		

County: SURRY

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (18", 0.250")	192 LF		
0019	0995000000-E	340	PIPE REMOVAL	463.7 LF		
0020	1099500000-E	505	SHALLOW UNDERCUT	100 CY		
0021	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	200 TON		
0022	1112000000-E	505	GEOTEXTILE FOR SUBGRADE STABILIZATION	1,100 SY		
0023	1121000000-E	520	AGGREGATE BASE COURSE	3,640 TON		
0024	1330000000-E	607	INCIDENTAL MILLING	380 SY		
0025	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	7,010 TON		
0026	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	4,140 TON		
0027	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	3,470 TON		
0028	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	515 TON		
0029	1577000000-E	620	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX	200 TON		
0030	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON		
0031	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	11,860 LF		
0032	2022000000-E	815	SUBDRAIN EXCAVATION	134 CY		
0033	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	600 SY		
0034	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	101 CY		

County: SURRY

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	600 LF		
0036	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA		
0037	2077000000-E	815	6" OUTLET PIPE	12 LF		
0038	2099000000-E	816	SHOULDER DRAIN	5,680 LF		
0039	2110000000-E	816	4" SHOULDER DRAIN PIPE	5,680 LF		
0040	2121000000-E	816	4" OUTLET PIPE FOR SHOULDER DRAINS	155 LF		
0041	2132000000-N	816	CONCRETE PAD FOR SHOULDER DRAIN PIPE OUTLET	5 EA		
0042	2275000000-E	SP	FLOWABLE FILL	86 CY		
0043	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	11 EA		
0044	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	1.25 LF		
0045	2354000000-N	840	FRAME WITH GRATE, STD 840.22	6 EA		
0046	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	4 EA		
0047	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA		
0048	2556000000-E	846	SHOULDER BERM GUTTER	45 LF		
0049	2619000000-E	850	4" CONCRETE PAVED DITCH	11 SY		
0050	3030000000-E	862	STEEL BEAM GUARDRAIL	2,750 LF		
0051	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	20 EA		

County: SURRY

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0052	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	2 EA		
0053	3287000000-N	862	GUARDRAIL END UNITS, TYPE TL-3	4 EA		
0054	3317000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE B-77	8 EA		
0055	3345000000-E	864	REMOVE & RESET EXISTING GUARDRAIL	1,100 LF		
0056	3360000000-E	863	REMOVE EXISTING GUARDRAIL	2,670 LF		
0057	3365000000-E	863	REMOVE EXISTING GUIDERAIL	700 LF		
0058	3380000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL	2,087.5 LF		
0059	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77)	11 EA		
0060	3389150000-N	862	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (CAT-1)	3 EA		
0061	3389150000-N	862	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)	4 EA		
0062	3389400000-E	865	DOUBLE FACED CABLE GUIDERAIL	700 LF		
0063	3389600000-N	865	CABLE GUIDERAIL ANCHOR UNITS	3 EA		
0064	3435000000-N	SP	GENERIC GUARDRAIL ITEM TEMPORARY IMPACT ATTENUATOR UNITS, TYPE TL-3	2 EA		
0065	3635000000-E	876	RIP RAP, CLASS II	260 TON		
0066	3649000000-E	876	RIP RAP, CLASS B	35 TON		
0067	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	4,675 SY		

County: SURRY

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0068	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDATIONS	1 CY		
0069	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	225 LB		
0070	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	163 LF		
0071	4096000000-N	904	SIGN ERECTION, TYPE D	2 EA		
0072	4102000000-N	904	SIGN ERECTION, TYPE E	3 EA		
0073	4108000000-N	904	SIGN ERECTION, TYPE F	1 EA		
0074	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	1 EA		
0075	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	2 EA		
0076	4158000000-N	907	DISPOSAL OF SIGN SYSTEM, WOOD	3 EA		
0077	4402000000-E	SP	HIGH VISIBILITY STATIONARY SIGNS	597 SF		
0078	4407000000-E	SP	HIGH VISIBILITY PORTABLE SIGNS	518 SF		
0079	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	92 SF		
0080	4415000000-N	1115	FLASHING ARROW BOARD	4 EA		
0081	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA		
0082	4423000000-N	SP	WORK ZONE DIGITAL SPEED LIMIT SIGNS	2 EA		
0083	4424000000-N	SP	WORK ZONE PRESENCE LIGHTING	22 EA		
0084	4432000000-N	SP	HIGH VISIBILITY DRUMS	300 EA		

County: SURRY

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0085	4434000000-N	1140	SEQUENTIAL FLASHING WARNING LIGHTS	26 EA		
0086	4445000000-E	1145	BARRICADES (TYPE III)	64 LF		
0087	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	3 EA		
0088	4470000000-N	1160	REMOVE & RESET TEMPORARY CRASH CUSHION	3 EA		
0089	4480000000-N	1165	TMA	6 EA		
0090	4485000000-E	1170	PORTABLE CONCRETE BARRIER	4,157 LF		
0091	4500000000-E	1170	REMOVE AND RESET PORTABLE CONCRETE BARRIER	1,421 LF		
0092	4510000000-N	1190	LAW ENFORCEMENT	200 HR		
0093	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM CONNECTED LANE CLOSURE SYSTEM	2 EA		
0094	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	200 EA		
0095	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	49,620 LF		
0096	4846000000-E	1205	POLYUREA PAVEMENT MARKING LINES (***, *** MILS) (12", 30 MILS)	629 LF		
0097	4846000000-E	1205	POLYUREA PAVEMENT MARKING LINES (***, *** MILS) (6", 30 MILS)	8,996 LF		
0098	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	11,550 LF		
0099	4905100000-N	1253	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	87 EA		
0100	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0101	6000000000-E	1605	TEMPORARY SILT FENCE	5,900 LF		

County: SURRY

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0102	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	430 TON		
0103	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	570 TON		
0104	6012000000-E	1610	SEDIMENT CONTROL STONE	1,510 TON		
0105	6015000000-E	1615	TEMPORARY MULCHING	27 ACR		
0106	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1,300 LB		
0107	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	6.5 TON		
0108	6024000000-E	1622	TEMPORARY SLOPE DRAINS	1,200 LF		
0109	6029000000-E	SP	SAFETY FENCE	500 LF		
0110	6030000000-E	1630	SILT EXCAVATION	1,500 CY		
0111	6036000000-E	1631	MATTING FOR EROSION CONTROL	13,000 SY		
0112	6037000000-E	1629	COIR FIBER MAT	100 SY		
0113	6042000000-E	1632	1/4" HARDWARE CLOTH	1,685 LF		
0114	6045000000-E	SP	*** TEMPORARY PIPE (18")	100 LF		
0115	6070000000-N	1639	SPECIAL STILLING BASINS	28 EA		
0116	6071002000-E	1642	FLOCCULANT	375 LB		
0117	6071010000-E	1642	WATTLE	600 LF		
0118	6071030000-E	1640	COIR FIBER BAFFLE	40 LF		



County: SURRY

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0119	6084000000-E	1660	SEEDING & MULCHING	24 ACR		
0120	6087000000-E	1660	MOWING	12 ACR		
0121	6090000000-E	1661	SEED FOR REPAIR SEEDING	300 LB		
0122	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.75 TON		
0123	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	450 LB		
0124	6108000000-E	1665	FERTILIZER TOPDRESSING	13.5 TON		
0125	6111000000-E	SP	IMPERVIOUS DIKE	565 LF		
0126	6114500000-N	1667	SPECIALIZED HAND MOWING	30 MHR		
0127	6114800000-N	SP	MANUAL LITTER REMOVAL	7 MHR		
0128	6114900000-E	SP	LITTER DISPOSAL	1 TON		
0129	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	50 EA		
0130	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	5 EA		
<b>STRUCTURE ITEMS</b>						
0131	8007000000-N	400	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP STRUCTURE AT STA ***** (18+12 -DET- SB)	Lump Sum	L.S.	
0132	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (23+18.00 -L- NB)	Lump Sum	L.S.	
0133	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (23+18.00 -L- NB)	Lump Sum	L.S.	

County: SURRY

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0134	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (23+79.00 -L- SB)	Lump Sum	L.S.	
0135	8065000000-N	SP	ASBESTOS ASSESSMENT	Lump Sum	L.S.	
0136	8096000000-E	450	PILE EXCAVATION IN SOIL	27.6 LF		
0137	8097000000-E	450	PILE EXCAVATION NOT IN SOIL	22.4 LF		
0138	8108000000-E	411	***_***" DIA DRILLED PIERS (4'-0")	259.8 LF		
0139	8111600000-E	411	PERMANENT STEEL CASING FOR 4'-0" DIA DRILLED PIER	132.2 LF		
0140	8115000000-N	411	CSL TESTING	2 EA		
0141	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (23+18.00 -L- NB)	Lump Sum	L.S.	
0142	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (23+79.00 -L- SB)	Lump Sum	L.S.	
0143	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	19,759 SF		
0144	8161000000-E	420	GROOVING BRIDGE FLOORS	20,904 SF		
0145	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	347.2 CY		
0146	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (23+18.00 -L- NB)	Lump Sum	L.S.	
0147	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (23+79.00 -L- SB)	Lump Sum	L.S.	
0148	8217000000-E	425	REINFORCING STEEL (BRIDGE)	76,533 LB		
0149	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	13,218 LB		

County: SURRY

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0150	8262000000-E	430	45" PRESTRESSED CONCRETE GIRDERS	2,174.2 LF		
0151	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)	28 EA		
0152	8364000000-E	450	HP 12 X 53 STEEL PILES	810 LF		
0153	8391000000-N	450	STEEL PILE POINTS	9 EA		
0154	8394000000-N	450	DYNAMIC PILE TESTING	1 EA		
0155	8503000000-E	460	CONCRETE BARRIER RAIL	873.4 LF		
0156	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	3,320 TON		
0157	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	3,691 SY		
0158	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	

0653/Mar14/Q318486/D683336542000/E158

Total Amount Of Bid For Entire Project :

Vendor 1 of 4: SMITH-ROWE, LLC (9965)  
Call Order 009 (Proposal: C204208)

### Bid Information

---

**Proposal County:** SURRY

**Vendor Address:** 639 OLD US 52 SOUTH  
MOUNT AIRY , NC , 27030

**Signature Check:** William Franklin Fulp Jr.

**Time Bid Received:** April 16, 2024 01:54 PM

**Amendment Count:** 0

**Bid Checksum:** 97B7735C71

**Bid Total:** \$13,065,361.82

**Items Total:** \$13,065,361.82

**Time Total:** \$0.00

**Bidding Errors:**

None.

Vendor 1 of 4: SMITH-ROWE, LLC (9965)  
Call Order 009 (Proposal: C204208)

Bid Bond Information

---

<b>Projects:</b>	<b>Bond Maximum:</b>
<b>Counties:</b>	<b>State of Incorporation:</b> CT
<b>Bond ID:</b> 4965-E14D-C62D-7696	<b>Agency Execution Date:</b> 2024-04-16T00:00:00
<b>Paid by Check:</b> No	<b>Surety Name:</b> Tinubu Surety
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> Travelers Casualty and Surety Company of America

### DBE Load Information

Letting ID: L240416  
Letting Date: 04/16/2024  
Call Order: 009

Contract ID: C204208

Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDEDSTATE FUNDED

Bid Total: \$13,065,361.82

DBE Goal: 3.00% (\$391,960.85)

Vendor ID: 9965

Vendor Name: Smith-Rowe, LLC

DBE Entered: 7.27% (\$950,045.71)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
12802	NICKELSTON INDUSTRIES INC	False	P.O. Box 133 LAWSONVILLE, NC 27022	SubContractor	196,650.00
4761	TRAFFIC CONTROL SAFETY SERVICES INC	False	P.O. Box 24511 WINSTON SALEM, NC 27114	SubContractor	20,466.00
11402	FLORENCE CONCRETE PRODUCTS INC	False	P.O. Box 5506 FLORENCE, SC 29502	Manufacturer	424,512.55
4388	FOOTHILLS CONSTRUCTION SERVICES INC	False	6081 PEA RIDGE PASS HAMPTONVILLE, NC 27020	SubContractor	204,880.00
3230	HIATT & MASON ENTERPRISES INC	False	P.O. Box 1378 MOUNT AIRY, NC 27030	SubContractor	103,537.16

BondID: 4965-E14D-C62D-7696

Surety Registry Agency: Tinubu Surety

Verified?: 1

Surety Agency: Travelers Casualty and Surety Company of America

Bond Execution Date: 2024-04-16T00:00:00

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$653,250.0000	\$653,250.00
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$74,300.0000	\$74,300.00
0003	0036000000-E UNDERCUT EXCAVATION	1500.000	CY	\$27.5000	\$41,250.00
0004	0043000000-N GRADING	1.000	LS	\$1,768,000.0000	\$1,768,000.00
0005	0050000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000	ACR	\$1.0000	\$1.00
0006	0141000000-E BERM DITCH CONSTRUCTION	56.000	LF	\$11.6200	\$650.72
0007	0195000000-E SELECT GRANULAR MATERIAL	1400.000	CY	\$0.0100	\$14.00
0008	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	900.000	SY	\$3.6500	\$3,285.00
0009	0223000000-E ROCK PLATING	360.000	SY	\$83.5000	\$30,060.00
0010	0248000000-N GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 23+18 -L- NB	1.000	LS	\$37,600.0000	\$37,600.00
0011	0248000000-N GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 23+79 -L- SB	1.000	LS	\$37,600.0000	\$37,600.00
0012	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	60.000	TON	\$46.5200	\$2,791.20
0013	0321000000-E FOUNDATION CONDITIONING GEOTEXTILE	180.000	SY	\$3.9000	\$702.00
0014	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	228.000	LF	\$126.4600	\$28,832.88
0015	0588000000-E 18" CS PIPE CULVERTS, 0.064" THICK	296.000	LF	\$93.7600	\$27,752.96
0016	0636000000-E **" CS PIPE ELBOWS, *****" THICK (18", 0.064")	12.000	EA	\$806.5900	\$9,679.08
0017	0973100000-E **" WELDED STEEL PIPE, *****" THICK, GRADE B IN SOIL (18", 0.250")	192.000	LF	\$2,235.3200	\$429,181.44
0018	0973300000-E **" WELDED STEEL PIPE, *****" THICK, GRADE B NOT IN SOIL (18", 0.250")	192.000	LF	\$1.0000	\$192.00
0019	0995000000-E PIPE REMOVAL	463.700	LF	\$28.0500	\$13,006.79
0020	1099500000-E SHALLOW UNDERCUT	100.000	CY	\$25.5500	\$2,555.00
0021	1099700000-E CLASS IV SUBGRADE STABILIZATION	200.000	TON	\$44.8000	\$8,960.00
0022	1112000000-E GEOTEXTILE FOR SUBGRADE STABILIZATION	1100.000	SY	\$6.0500	\$6,655.00
0023	1121000000-E AGGREGATE BASE COURSE	3640.000	TON	\$43.4500	\$158,158.00



0024	1330000000-E	380.000 SY	\$77.3000	\$29,374.00
	INCIDENTAL MILLING			
0025	1491000000-E	7010.000 TON	\$125.0000	\$876,250.00
	ASPHALT CONC BASE COURSE, TYPE B25.0C			
0026	1503000000-E	4140.000 TON	\$125.0000	\$517,500.00
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C			
0027	1524200000-E	3470.000 TON	\$150.0000	\$520,500.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5D			
0028	1575000000-E	515.000 TON	\$740.0000	\$381,100.00
	ASPHALT BINDER FOR PLANT MIX			
0029	1577000000-E	200.000 TON	\$850.0000	\$170,000.00
	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX			
0030	1693000000-E	500.000 TON	\$10.0000	\$5,000.00
	ASPHALT PLANT MIX, PAVEMENT REPAIR			
0031	1840000000-E	11860.000 LF	\$2.0500	\$24,313.00
	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)			
0032	2022000000-E	134.000 CY	\$37.9000	\$5,078.60
	SUBDRAIN EXCAVATION			
0033	2026000000-E	600.000 SY	\$5.4500	\$3,270.00
	GEOTEXTILE FOR SUBSURFACE DRAINS			
0034	2036000000-E	101.000 CY	\$73.8000	\$7,453.80
	SUBDRAIN COARSE AGGREGATE			
0035	2044000000-E	600.000 LF	\$7.5000	\$4,500.00
	6" PERFORATED SUBDRAIN PIPE			
0036	2070000000-N	2.000 EA	\$513.5000	\$1,027.00
	SUBDRAIN PIPE OUTLET			
0037	2077000000-E	12.000 LF	\$58.6000	\$703.20
	6" OUTLET PIPE			
0038	2099000000-E	5680.000 LF	\$16.8000	\$95,424.00
	SHOULDER DRAIN			
0039	2110000000-E	5680.000 LF	\$5.1000	\$28,968.00
	4" SHOULDER DRAIN PIPE			
0040	2121000000-E	155.000 LF	\$42.2500	\$6,548.75
	4" OUTLET PIPE FOR SHOULDER DRAINS			
0041	2132000000-N	5.000 EA	\$670.5000	\$3,352.50
	CONCRETE PAD FOR SHOULDER DRAIN PIPE OUTLET			
0042	2275000000-E	86.000 CY	\$1.0000	\$86.00
	FLOWABLE FILL			
0043	2286000000-N	11.000 EA	\$3,918.3500	\$43,101.85
	MASONRY DRAINAGE STRUCTURES			
0044	2308000000-E	1.250 LF	\$700.4300	\$875.54
	MASONRY DRAINAGE STRUCTURES			
0045	2354000000-N	6.000 EA	\$2,590.0400	\$15,540.24
	FRAME WITH GRATE, STD 840.22			
0046	2367000000-N	4.000 EA	\$1,138.0400	\$4,552.16
	FRAME WITH TWO GRATES, STD 840.29			
0047	2396000000-N	1.000 EA	\$980.0900	\$980.09
	FRAME WITH COVER, STD 840.54			
0048	2556000000-E	45.000 LF	\$131.7500	\$5,928.75

SHOULDER BERM GUTTER

0049	2619000000-E	11.000 SY	\$435.0000	\$4,785.00
	4" CONCRETE PAVED DITCH			
0050	3030000000-E	2750.000 LF	\$23.0000	\$63,250.00
	STEEL BEAM GUARDRAIL			
0051	3150000000-N	20.000 EA	\$0.0100	\$0.20
	ADDITIONAL GUARDRAIL POSTS			
0052	3210000000-N	2.000 EA	\$1,000.0000	\$2,000.00
	GUARDRAIL END UNITS, TYPE CAT-1			
0053	3287000000-N	4.000 EA	\$3,100.0000	\$12,400.00
	GUARDRAIL END UNITS, TYPE TL-3			
0054	3317000000-N	8.000 EA	\$2,675.0000	\$21,400.00
	GUARDRAIL ANCHOR UNITS, TYPE B-77			
0055	3345000000-E	1100.000 LF	\$12.0000	\$13,200.00
	REMOVE & RESET EXISTING GUARDRAIL			
0056	3360000000-E	2670.000 LF	\$1.0000	\$2,670.00
	REMOVE EXISTING GUARDRAIL			
0057	3365000000-E	700.000 LF	\$3.0000	\$2,100.00
	REMOVE EXISTING GUIDERAIL			
0058	3380000000-E	2087.500 LF	\$12.0000	\$25,050.00
	TEMPORARY STEEL BEAM GUARDRAIL			
0059	3387000000-N	11.000 EA	\$2,500.0000	\$27,500.00
	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77)			
0060	3389150000-N	3.000 EA	\$950.0000	\$2,850.00
	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (CAT-1)			
0061	3389150000-N	4.000 EA	\$2,000.0000	\$8,000.00
	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)			
0062	3389400000-E	700.000 LF	\$15.0000	\$10,500.00
	DOUBLE FACED CABLE GUIDERAIL			
0063	3389600000-N	3.000 EA	\$2,800.0000	\$8,400.00
	CABLE GUIDERAIL ANCHOR UNITS			
0064	3435000000-N	2.000 EA	\$1,000.0000	\$2,000.00
	GENERIC GUARDRAIL ITEM TEMPORARY IMPACT ATTENUATOR UNITS, TYPE TL-3			
0065	3635000000-E	260.000 TON	\$65.1500	\$16,939.00
	RIP RAP, CLASS II			
0066	3649000000-E	35.000 TON	\$86.5000	\$3,027.50
	RIP RAP, CLASS B			
0067	3656000000-E	4675.000 SY	\$4.8100	\$22,486.75
	GEOTEXTILE FOR DRAINAGE			
0068	4054000000-E	1.000 CY	\$10.0000	\$10.00
	PLAIN CONCRETE SIGN FOUNDATIONS			
0069	4060000000-E	225.000 LB	\$19.5000	\$4,387.50
	SUPPORTS, BREAKAWAY STEEL BEAM			
0070	4072000000-E	163.000 LF	\$12.0000	\$1,956.00
	SUPPORTS, 3-LB STEEL U-CHANNEL			
0071	4096000000-N	2.000 EA	\$200.0000	\$400.00
	SIGN ERECTION, TYPE D			
0072	4102000000-N	3.000 EA	\$125.0000	\$375.00
	SIGN ERECTION, TYPE E			

0073	4108000000-N	1.000 EA	\$200.0000	\$200.00
	SIGN ERECTION, TYPE F			
0074	4110000000-N	1.000 EA	\$1,250.0000	\$1,250.00
	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)			
0075	4155000000-N	2.000 EA	\$1.0000	\$2.00
	DISPOSAL OF SIGN SYSTEM, U-CHANNEL			
0076	4158000000-N	3.000 EA	\$1.0000	\$3.00
	DISPOSAL OF SIGN SYSTEM, WOOD			
0077	4402000000-E	597.000 SF	\$15.0000	\$8,955.00
	HIGH VISIBILITY STATIONARY SIGNS			
0078	4407000000-E	518.000 SF	\$19.5500	\$10,126.90
	HIGH VISIBILITY PORTABLE SIGNS			
0079	4410000000-E	92.000 SF	\$5.0000	\$460.00
	WORK ZONE SIGNS (BARRICADE MOUNTED)			
0080	4415000000-N	4.000 EA	\$4,136.5600	\$16,546.24
	FLASHING ARROW BOARD			
0081	4420000000-N	4.000 EA	\$11,720.1900	\$46,880.76
	PORTABLE CHANGEABLE MESSAGE SIGN			
0082	4423000000-N	2.000 EA	\$11,615.0000	\$23,230.00
	WORK ZONE DIGITAL SPEED LIMIT SIGNS			
0083	4424000000-N	22.000 EA	\$2,000.0000	\$44,000.00
	WORK ZONE PRESENCE LIGHTING			
0084	4432000000-N	300.000 EA	\$97.3000	\$29,190.00
	HIGH VISIBILITY DRUMS			
0085	4434000000-N	26.000 EA	\$260.1000	\$6,762.60
	SEQUENTIAL FLASHING WARNING LIGHTS			
0086	4445000000-E	64.000 LF	\$25.0000	\$1,600.00
	BARRICADES (TYPE III)			
0087	4465000000-N	3.000 EA	\$7,810.0000	\$23,430.00
	TEMPORARY CRASH CUSHIONS			
0088	4470000000-N	3.000 EA	\$2,335.0000	\$7,005.00
	REMOVE & RESET TEMPORARY CRASH CUSHION			
0089	4480000000-N	6.000 EA	\$500.0000	\$3,000.00
	TMA			
0090	4485000000-E	4157.000 LF	\$40.0000	\$166,280.00
	PORTABLE CONCRETE BARRIER			
0091	4500000000-E	1421.000 LF	\$23.7200	\$33,706.12
	REMOVE AND RESET PORTABLE CONCRETE BARRIER			
0092	4510000000-N	200.000 HR	\$71.9000	\$14,380.00
	LAW ENFORCEMENT			
0093	4600000000-N	2.000 EA	\$2,300.0000	\$4,600.00
	GENERIC TRAFFIC CONTROL ITEM CONNECTED LANE CLOSURE SYSTEM			
0094	4650000000-N	200.000 EA	\$7.0000	\$1,400.00
	TEMPORARY RAISED PAVEMENT MARKERS			
0095	4810000000-E	49620.000 LF	\$0.5000	\$24,810.00
	PAINT PAVEMENT MARKING LINES (4")			
0096	4846000000-E	629.000 LF	\$6.0000	\$3,774.00
	POLYUREA PAVEMENT MARKING LINES (**", ** MILS) (12", 30 MILS)			
0097	4846000000-E	8996.000 LF	\$3.5000	\$31,486.00

POLYUREA PAVEMENT MARKING LINES (\*\*", \*\*\*) MILS) (6", 30 MILS)

0098	4850000000-E	11550.000 LF	\$1.1500	\$13,282.50
	REMOVAL OF PAVEMENT MARKING LINES (4")			
0099	4905100000-N	87.000 EA	\$125.0000	\$10,875.00
	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER			
0100	5255000000-N	1.000 LS	\$30,000.0000	\$30,000.00
	PORTABLE LIGHTING			
0101	6000000000-E	5900.000 LF	\$2.5900	\$15,281.00
	TEMPORARY SILT FENCE			
0102	6006000000-E	430.000 TON	\$60.0000	\$25,800.00
	STONE FOR EROSION CONTROL, CLASS A			
0103	6009000000-E	570.000 TON	\$65.5000	\$37,335.00
	STONE FOR EROSION CONTROL, CLASS B			
0104	6012000000-E	1510.000 TON	\$0.0100	\$15.10
	SEDIMENT CONTROL STONE			
0105	6015000000-E	27.000 ACR	\$1,050.0000	\$28,350.00
	TEMPORARY MULCHING			
0106	6018000000-E	1300.000 LB	\$2.9500	\$3,835.00
	SEED FOR TEMPORARY SEEDING			
0107	6021000000-E	6.500 TON	\$1,500.0000	\$9,750.00
	FERTILIZER FOR TEMPORARY SEEDING			
0108	6024000000-E	1200.000 LF	\$21.4000	\$25,680.00
	TEMPORARY SLOPE DRAINS			
0109	6029000000-E	500.000 LF	\$3.0000	\$1,500.00
	SAFETY FENCE			
0110	6030000000-E	1500.000 CY	\$13.1000	\$19,650.00
	SILT EXCAVATION			
0111	6036000000-E	13000.000 SY	\$2.0100	\$26,130.00
	MATTING FOR EROSION CONTROL			
0112	6037000000-E	100.000 SY	\$20.0000	\$2,000.00
	COIR FIBER MAT			
0113	6042000000-E	1685.000 LF	\$4.5000	\$7,582.50
	1/4" HARDWARE CLOTH			
0114	6045000000-E	100.000 LF	\$72.3000	\$7,230.00
	**" TEMPORARY PIPE (18")			
0115	6070000000-N	28.000 EA	\$1.0000	\$28.00
	SPECIAL STILLING BASINS			
0116	6071002000-E	375.000 LB	\$0.0100	\$3.75
	FLOCCULANT			
0117	6071010000-E	600.000 LF	\$10.0000	\$6,000.00
	WATTLE			
0118	6071030000-E	40.000 LF	\$40.0000	\$1,600.00
	COIR FIBER BAFFLE			
0119	6084000000-E	24.000 ACR	\$2,875.0000	\$69,000.00
	SEEDING & MULCHING			
0120	6087000000-E	12.000 ACR	\$225.0000	\$2,700.00
	MOWING			
0121	6090000000-E	300.000 LB	\$8.0000	\$2,400.00
	SEED FOR REPAIR SEEDING			

0122	6093000000-E	0.750 TON	\$2,000.0000	\$1,500.00
	FERTILIZER FOR REPAIR SEEDING			
0123	6096000000-E	450.000 LB	\$8.0000	\$3,600.00
	SEED FOR SUPPLEMENTAL SEEDING			
0124	6108000000-E	13.500 TON	\$1,550.0000	\$20,925.00
	FERTILIZER TOPDRESSING			
0125	6111000000-E	565.000 LF	\$1.0000	\$565.00
	IMPERVIOUS DIKE			
0126	6114500000-N	30.000 MHR	\$120.0000	\$3,600.00
	SPECIALIZED HAND MOWING			
0127	6114800000-N	7.000 MHR	\$110.0000	\$770.00
	MANUAL LITTER REMOVAL			
0128	6114900000-E	1.000 TON	\$665.0000	\$665.00
	LITTER DISPOSAL			
0129	6117000000-N	50.000 EA	\$125.0000	\$6,250.00
	RESPONSE FOR EROSION CONTROL			
0130	6117500000-N	5.000 EA	\$1,615.5000	\$8,077.50
	CONCRETE WASHOUT STRUCTURE			
Section 0001 Total				\$7,236,649.47

Section 0004  
 STRUCTURE ITEMS

0131	8007000000-N	1.000 LS	\$1,928,069.5000	\$1,928,069.50
	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP STRUCTURE AT STA ***** (18 +12 -DET- SB)			
0132	8017000000-N	1.000 LS	\$1.0000	\$1.00
	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (23 +18.00 -L- NB)			
0133	8035000000-N	1.000 LS	\$134,899.9700	\$134,899.97
	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (23+18.00 -L- NB)			
0134	8035000000-N	1.000 LS	\$124,611.7000	\$124,611.70
	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (23+79.00 -L- SB)			
0135	8065000000-N	1.000 LS	\$2,636.4400	\$2,636.44
	ASBESTOS ASSESSMENT			
0136	8096000000-E	27.600 LF	\$310.3500	\$8,565.66
	PILE EXCAVATION IN SOIL			
0137	8097000000-E	22.400 LF	\$310.3500	\$6,951.84
	PILE EXCAVATION NOT IN SOIL			
0138	8108000000-E	259.800 LF	\$2,400.0300	\$623,527.79
	**'-**" DIA DRILLED PIERS (4'-0")			
0139	8111600000-E	132.200 LF	\$495.3200	\$65,481.30
	PERMANENT STEEL CASING FOR 4'-0" DIA DRILLED PIER			
0140	8115000000-N	2.000 EA	\$1,125.0000	\$2,250.00
	CSL TESTING			
0141	8121000000-N	1.000 LS	\$12,500.0000	\$12,500.00
	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (23+18.00 -L- NB)			
0142	8121000000-N	1.000 LS	\$20,000.0000	\$20,000.00
	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (23+79.00 -L- SB)			

0143	8147000000-E	19759.000 SF	\$50.5400	\$998,619.86
	REINFORCED CONCRETE DECK SLAB			
0144	8161000000-E	20904.000 SF	\$0.8700	\$18,186.48
	GROOVING BRIDGE FLOORS			
0145	8182000000-E	347.200 CY	\$1,067.5200	\$370,642.94
	CLASS A CONCRETE (BRIDGE)			
0146	8210000000-N	1.000 LS	\$72,450.0000	\$72,450.00
	BRIDGE APPROACH SLABS, STATION ***** (23+18.00 -L- NB)			
0147	8210000000-N	1.000 LS	\$72,450.0000	\$72,450.00
	BRIDGE APPROACH SLABS, STATION ***** (23+79.00 -L- SB)			
0148	8217000000-E	76533.000 LB	\$1.5800	\$120,922.14
	REINFORCING STEEL (BRIDGE)			
0149	8238000000-E	13218.000 LB	\$3.7000	\$48,906.60
	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)			
0150	8262000000-E	2174.200 LF	\$377.9300	\$821,695.41
	45" PRESTRESSED CONCRETE GIRDERS			
0151	8328200000-E	28.000 EA	\$1.0000	\$28.00
	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)			
0152	8364000000-E	810.000 LF	\$47.3700	\$38,369.70
	HP 12 X 53 STEEL PILES			
0153	8391000000-N	9.000 EA	\$180.7000	\$1,626.30
	STEEL PILE POINTS			
0154	8394000000-N	1.000 EA	\$1.0000	\$1.00
	DYNAMIC PILE TESTING			
0155	8503000000-E	873.400 LF	\$145.7000	\$127,254.38
	CONCRETE BARRIER RAIL			
0156	8608000000-E	3320.000 TON	\$52.7300	\$175,063.60
	RIP RAP CLASS II (2'-0" THICK)			
0157	8622000000-E	3691.000 SY	\$4.1400	\$15,280.74
	GEOTEXTILE FOR DRAINAGE			
0158	8657000000-N	1.000 LS	\$17,720.0000	\$17,720.00
	ELASTOMERIC BEARINGS			
Section 0004 Total				\$5,828,712.35
Item Total				\$13,065,361.82

### **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.

=====

### **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:**

=====

### 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: 13,065,361.82  
Goal: 3.00% (391,960.85)  
Total Entered: 7.27% (950,045.71)

Bidder ID: 9965  
Business Name: Smith-Rowe, LLC

ID	Name	Is Supplier?	Item Count	Amount	Is Complete?
12802	NICKELSTON INDUSTRIES INC	False	12	196,650.00	True
4761	TRAFFIC CONTROL SAFETY SERVICES INC	False	13	20,466.00	True
11402	FLORENCE CONCRETE PRODUCTS INC	False	1	424,512.55	True
4388	FOOTHILLS CONSTRUCTION SERVICES INC	False	18	204,880.00	True
3230	HIATT & MASON ENTERPRISES INC	False	1	103,537.16	True

Name: NICKELSTON INDUSTRIES INC ID: 12802

Address: P.O. Box 133 LAWSONVILLE, NC 27022

Used As: SubContractor DBE Items Total:\$196,650.00

**Items for NICKELSTON INDUSTRIES INC**

0001 ROADWAY ITEMS				
0050	3030000000-E	2750.000 LF	\$23.0000	\$63,250.00
	STEEL BEAM GUARDRAIL			
0052	3210000000-N	2.000 EA	\$1,000.0000	\$2,000.00
	GUARDRAIL END UNITS, TYPE CAT-1			
0053	3287000000-N	4.000 EA	\$3,100.0000	\$12,400.00
	GUARDRAIL END UNITS, TYPE TL-3			
0054	3317000000-N	8.000 EA	\$2,675.0000	\$21,400.00
	GUARDRAIL ANCHOR UNITS, TYPE B-77			
0055	3345000000-E	1100.000 LF	\$12.0000	\$13,200.00
	REMOVE & RESET EXISTING GUARDRAIL			
0057	3365000000-E	700.000 LF	\$3.0000	\$2,100.00
	REMOVE EXISTING GUIDERAIL			
0058	3380000000-E	2087.500 LF	\$12.0000	\$25,050.00
	TEMPORARY STEEL BEAM GUARDRAIL			
0059	3387000000-N	11.000 EA	\$2,500.0000	\$27,500.00
	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77)			
0060	3389150000-N	3.000 EA	\$950.0000	\$2,850.00
	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (CAT-1)			
0061	3389150000-N	4.000 EA	\$2,000.0000	\$8,000.00
	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)			
0062	3389400000-E	700.000 LF	\$15.0000	\$10,500.00
	DOUBLE FACED CABLE GUIDERAIL			
0063	3389600000-N	3.000 EA	\$2,800.0000	\$8,400.00
	CABLE GUIDERAIL ANCHOR UNITS			
Section 0001 Total				\$196,650.00
Item Total				\$196,650.00

Name: TRAFFIC CONTROL SAFETY SERVICES INC ID: 4761

Address: P.O. Box 24511 WINSTON SALEM, NC 27114

Used As: SubContractor DBE Items Total:\$20,466.00

**Items for TRAFFIC CONTROL SAFETY SERVICES INC**

0001 ROADWAY ITEMS					
0001	0000100000-N	1.000	LS	\$867.5000	\$867.50
	MOBILIZATION				
0068	4054000000-E	1.000	CY	\$10.0000	\$10.00
	PLAIN CONCRETE SIGN FOUNDATIONS				
0069	4060000000-E	225.000	LB	\$19.5000	\$4,387.50
	SUPPORTS, BREAKAWAY STEEL BEAM				
0070	4072000000-E	163.000	LF	\$12.0000	\$1,956.00
	SUPPORTS, 3-LB STEEL U-CHANNEL				
0071	4096000000-N	2.000	EA	\$200.0000	\$400.00
	SIGN ERECTION, TYPE D				
0072	4102000000-N	3.000	EA	\$125.0000	\$375.00
	SIGN ERECTION, TYPE E				
0073	4108000000-N	1.000	EA	\$200.0000	\$200.00
	SIGN ERECTION, TYPE F				
0074	4110000000-N	1.000	EA	\$1,250.0000	\$1,250.00
	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)				
0075	4155000000-N	2.000	EA	\$1.0000	\$2.00
	DISPOSAL OF SIGN SYSTEM, U-CHANNEL				
0076	4158000000-N	3.000	EA	\$1.0000	\$3.00
	DISPOSAL OF SIGN SYSTEM, WOOD				
0077	4402000000-E	597.000	SF	\$15.0000	\$8,955.00
	HIGH VISIBILITY STATIONARY SIGNS				
0079	4410000000-E	92.000	SF	\$5.0000	\$460.00
	WORK ZONE SIGNS (BARRICADE MOUNTED)				
0086	4445000000-E	64.000	LF	\$25.0000	\$1,600.00
	BARRICADES (TYPE III)				
Section 0001 Total					\$20,466.00
Item Total					\$20,466.00

Name: FLORENCE CONCRETE PRODUCTS INC ID: 11402

Address: P.O. Box 5506 FLORENCE, SC 29502

Used As: Manufacturer DBE Items Total:\$424,512.55

**Items for FLORENCE CONCRETE PRODUCTS INC**

---

0004				
STRUCTURE ITEMS				
0150	8262000000-E	2174.200 LF	\$195.2500	\$424,512.55
	45" PRESTRESSED CONCRETE GIRDERS			
Section 0004 Total				\$424,512.55
Item Total				\$424,512.55

---

Name: Foothills Construction Services Inc ID: 4388

Address: 6081 PEA RIDGE PASS HAMPTONVILLE, NC 27020

Used As: SubContractor DBE Items Total:\$204,880.00

**Items for Foothills Construction Services Inc**

0001 ROADWAY ITEMS					
0101	6000000000-E	5000.000	LF	\$2.5900	\$12,950.00
	TEMPORARY SILT FENCE				
0105	6015000000-E	27.000	ACR	\$1,050.0000	\$28,350.00
	TEMPORARY MULCHING				
0106	6018000000-E	1300.000	LB	\$2.9500	\$3,835.00
	SEED FOR TEMPORARY SEEDING				
0107	6021000000-E	6.500	TON	\$1,500.0000	\$9,750.00
	FERTILIZER FOR TEMPORARY SEEDING				
0109	6029000000-E	450.000	LF	\$3.0000	\$1,350.00
	SAFETY FENCE				
0111	6036000000-E	13000.000	SY	\$1.8900	\$24,570.00
	MATTING FOR EROSION CONTROL				
0112	6037000000-E	100.000	SY	\$10.0000	\$1,000.00
	COIR FIBER MAT				
0113	6042000000-E	1400.000	LF	\$4.5000	\$6,300.00
	1/4" HARDWARE CLOTH				
0117	6071010000-E	600.000	LF	\$10.0000	\$6,000.00
	WATTLE				
0118	6071030000-E	40.000	LF	\$20.0000	\$800.00
	COIR FIBER BAFFLE				
0119	6084000000-E	24.000	ACR	\$2,875.0000	\$69,000.00
	SEEDING & MULCHING				
0120	6087000000-E	12.000	ACR	\$225.0000	\$2,700.00
	MOWING				
0121	6090000000-E	300.000	LB	\$8.0000	\$2,400.00
	SEED FOR REPAIR SEEDING				
0122	6093000000-E	0.750	TON	\$2,000.0000	\$1,500.00
	FERTILIZER FOR REPAIR SEEDING				
0123	6096000000-E	450.000	LB	\$8.0000	\$3,600.00
	SEED FOR SUPPLEMENTAL SEEDING				
0124	6108000000-E	13.500	TON	\$1,550.0000	\$20,925.00
	FERTILIZER TOPDRESSING				
0126	6114500000-N	30.000	MHR	\$120.0000	\$3,600.00
	SPECIALIZED HAND MOWING				
0129	6117000000-N	50.000	EA	\$125.0000	\$6,250.00
	RESPONSE FOR EROSION CONTROL				



---

Section 0001 Total \$204,880.00

---

---

Item Total \$204,880.00

---

Name: HIATT & MASON ENTERPRISES INC ID: 3230

Address: P.O. Box 1378 MOUNT AIRY, NC 27030

Used As: SubContractor DBE Items Total:\$103,537.16

**Items for HIATT & MASON ENTERPRISES INC**

---

0004				
STRUCTURE ITEMS				
0143	8147000000-E	19759.000 SF	\$5.2400	\$103,537.16
	REINFORCED CONCRETE DECK SLAB			
Section 0004 Total				\$103,537.16
Item Total				\$103,537.16

---

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
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	LUMP SUM	653,250.00	653,250.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	LUMP SUM	74,300.00	74,300.00
0003	0036000000-E	225	UNDERCUT EXCAVATION	1,500 CY	27.50	41,250.00
0004	0043000000-N	226	GRADING	LUMP SUM	1,768,000.00	1,768,000.00
0005	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR	1.00	1.00
0006	0141000000-E	240	BERM DITCH CONSTRUCTION	56 LF	11.62	650.72
0007	0195000000-E	265	SELECT GRANULAR MATERIAL	1,400 CY	0.01	14.00
0008	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	900 SY	3.65	3,285.00
0009	0223000000-E	275	ROCK PLATING	360 SY	83.50	30,060.00
0010	0248000000-N	SP	GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 23+18 -L- NB	LUMP SUM	37,600.00	37,600.00
0011	0248000000-N	SP	GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 23+79 -L- SB	LUMP SUM	37,600.00	37,600.00
0012	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	60 TON	46.52	2,791.20
0013	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	180 SY	3.90	702.00
0014	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	228 LF	126.46	28,832.88
0015	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	296 LF	93.76	27,752.96
0016	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	12 EA	806.59	9,679.08
0017	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (18", 0.250")	192 LF	2,235.32	429,181.44
0018	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (18", 0.250")	192 LF	1.00	192.00
0019	0995000000-E	340	PIPE REMOVAL	463.7 LF	28.05	13,006.79
0020	1099500000-E	505	SHALLOW UNDERCUT	100 CY	25.55	2,555.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0021	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	200 TON	44.80	8,960.00
0022	1112000000-E	505	GEOTEXTILE FOR SUBGRADE STABILIZATION	1,100 SY	6.05	6,655.00
0023	1121000000-E	520	AGGREGATE BASE COURSE	3,640 TON	43.45	158,158.00
0024	1330000000-E	607	INCIDENTAL MILLING	380 SY	77.30	29,374.00
0025	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	7,010 TON	125.00	876,250.00
0026	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	4,140 TON	125.00	517,500.00
0027	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	3,470 TON	150.00	520,500.00
0028	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	515 TON	740.00	381,100.00
0029	1577000000-E	620	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX	200 TON	850.00	170,000.00
0030	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON	10.00	5,000.00
0031	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	11,860 LF	2.05	24,313.00
0032	2022000000-E	815	SUBDRAIN EXCAVATION	134 CY	37.90	5,078.60
0033	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	600 SY	5.45	3,270.00
0034	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	101 CY	73.80	7,453.80
0035	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	600 LF	7.50	4,500.00
0036	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA	513.50	1,027.00
0037	2077000000-E	815	6" OUTLET PIPE	12 LF	58.60	703.20
0038	2099000000-E	816	SHOULDER DRAIN	5,680 LF	16.80	95,424.00
0039	2110000000-E	816	4" SHOULDER DRAIN PIPE	5,680 LF	5.10	28,968.00
0040	2121000000-E	816	4" OUTLET PIPE FOR SHOULDER DRAINS	155 LF	42.25	6,548.75
0041	2132000000-N	816	CONCRETE PAD FOR SHOULDER DRAIN PIPE OUTLET	5 EA	670.50	3,352.50
0042	2275000000-E	SP	FLOWABLE FILL	86 CY	1.00	86.00
0043	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	11 EA	3,918.35	43,101.85

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0044	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	1.25 LF	700.43	875.54
0045	2354000000-N	840	FRAME WITH GRATE, STD 840.22	6 EA	2,590.04	15,540.24
0046	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	4 EA	1,138.04	4,552.16
0047	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA	980.09	980.09
0048	2556000000-E	846	SHOULDER BERM GUTTER	45 LF	131.75	5,928.75
0049	2619000000-E	850	4" CONCRETE PAVED DITCH	11 SY	435.00	4,785.00
0050	3030000000-E	862	STEEL BEAM GUARDRAIL	2,750 LF	23.00	63,250.00
0051	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	20 EA	0.01	0.20
0052	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	2 EA	1,000.00	2,000.00
0053	3287000000-N	862	GUARDRAIL END UNITS, TYPE TL-3	4 EA	3,100.00	12,400.00
0054	3317000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE B-77	8 EA	2,675.00	21,400.00
0055	3345000000-E	864	REMOVE & RESET EXISTING GUARDRAIL	1,100 LF	12.00	13,200.00
0056	3360000000-E	863	REMOVE EXISTING GUARDRAIL	2,670 LF	1.00	2,670.00
0057	3365000000-E	863	REMOVE EXISTING GUIDERAIL	700 LF	3.00	2,100.00
0058	3380000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL	2,087.5 LF	12.00	25,050.00
0059	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77)	11 EA	2,500.00	27,500.00
0060	3389150000-N	862	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (CAT-1)	3 EA	950.00	2,850.00
0061	3389150000-N	862	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)	4 EA	2,000.00	8,000.00
0062	3389400000-E	865	DOUBLE FACED CABLE GUIDERAIL	700 LF	15.00	10,500.00
0063	3389600000-N	865	CABLE GUIDERAIL ANCHOR UNITS	3 EA	2,800.00	8,400.00
0064	3435000000-N	SP	GENERIC GUARDRAIL ITEM TEMPORARY IMPACT ATTENUATOR UNITS, TYPE TL-3	2 EA	1,000.00	2,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0065	3635000000-E	876	RIP RAP, CLASS II	260 TON	65.15	16,939.00
0066	3649000000-E	876	RIP RAP, CLASS B	35 TON	86.50	3,027.50
0067	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	4,675 SY	4.81	22,486.75
0068	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDATIONS	1 CY	10.00	10.00
0069	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	225 LB	19.50	4,387.50
0070	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	163 LF	12.00	1,956.00
0071	4096000000-N	904	SIGN ERECTION, TYPE D	2 EA	200.00	400.00
0072	4102000000-N	904	SIGN ERECTION, TYPE E	3 EA	125.00	375.00
0073	4108000000-N	904	SIGN ERECTION, TYPE F	1 EA	200.00	200.00
0074	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	1 EA	1,250.00	1,250.00
0075	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	2 EA	1.00	2.00
0076	4158000000-N	907	DISPOSAL OF SIGN SYSTEM, WOOD	3 EA	1.00	3.00
0077	4402000000-E	SP	HIGH VISIBILITY STATIONARY SIGNS	597 SF	15.00	8,955.00
0078	4407000000-E	SP	HIGH VISIBILITY PORTABLE SIGNS	518 SF	19.55	10,126.90
0079	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	92 SF	5.00	460.00
0080	4415000000-N	1115	FLASHING ARROW BOARD	4 EA	4,136.56	16,546.24
0081	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA	11,720.19	46,880.76
0082	4423000000-N	SP	WORK ZONE DIGITAL SPEED LIMIT SIGNS	2 EA	11,615.00	23,230.00
0083	4424000000-N	SP	WORK ZONE PRESENCE LIGHTING	22 EA	2,000.00	44,000.00
0084	4432000000-N	SP	HIGH VISIBILITY DRUMS	300 EA	97.30	29,190.00
0085	4434000000-N	1140	SEQUENTIAL FLASHING WARNING LIGHTS	26 EA	260.10	6,762.60
0086	4445000000-E	1145	BARRICADES (TYPE III)	64 LF	25.00	1,600.00



Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0087	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	3 EA	7,810.00	23,430.00
0088	4470000000-N	1160	REMOVE & RESET TEMPORARY CRASH CUSHION	3 EA	2,335.00	7,005.00
0089	4480000000-N	1165	TMA	6 EA	500.00	3,000.00
0090	4485000000-E	1170	PORTABLE CONCRETE BARRIER	4,157 LF	40.00	166,280.00
0091	4500000000-E	1170	REMOVE AND RESET PORTABLE CONCRETE BARRIER	1,421 LF	23.72	33,706.12
0092	4510000000-N	1190	LAW ENFORCEMENT	200 HR	71.90	14,380.00
0093	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM CONNECTED LANE CLOSURE SYSTEM	2 EA	2,300.00	4,600.00
0094	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	200 EA	7.00	1,400.00
0095	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	49,620 LF	0.50	24,810.00
0096	4846000000-E	1205	POLYUREA PAVEMENT MARKING LINES (***, *** MILS) (12", 30 MILS)	629 LF	6.00	3,774.00
0097	4846000000-E	1205	POLYUREA PAVEMENT MARKING LINES (***, *** MILS) (6", 30 MILS)	8,996 LF	3.50	31,486.00
0098	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	11,550 LF	1.15	13,282.50
0099	4905100000-N	1253	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	87 EA	125.00	10,875.00
0100	5255000000-N	1413	PORTABLE LIGHTING	LUMP SUM	30,000.00	30,000.00
0101	6000000000-E	1605	TEMPORARY SILT FENCE	5,900 LF	2.59	15,281.00
0102	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	430 TON	60.00	25,800.00
0103	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	570 TON	65.50	37,335.00
0104	6012000000-E	1610	SEDIMENT CONTROL STONE	1,510 TON	0.01	15.10
0105	6015000000-E	1615	TEMPORARY MULCHING	27 ACR	1,050.00	28,350.00
0106	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1,300 LB	2.95	3,835.00
0107	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	6.5 TON	1,500.00	9,750.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0108	6024000000-E	1622	TEMPORARY SLOPE DRAINS	1,200 LF	21.40	25,680.00
0109	6029000000-E	SP	SAFETY FENCE	500 LF	3.00	1,500.00
0110	6030000000-E	1630	SILT EXCAVATION	1,500 CY	13.10	19,650.00
0111	6036000000-E	1631	MATTING FOR EROSION CONTROL	13,000 SY	2.01	26,130.00
0112	6037000000-E	1629	COIR FIBER MAT	100 SY	20.00	2,000.00
0113	6042000000-E	1632	1/4" HARDWARE CLOTH	1,685 LF	4.50	7,582.50
0114	6045000000-E	SP	*** TEMPORARY PIPE (18")	100 LF	72.30	7,230.00
0115	6070000000-N	1639	SPECIAL STILLING BASINS	28 EA	1.00	28.00
0116	6071002000-E	1642	FLOCCULANT	375 LB	0.01	3.75
0117	6071010000-E	1642	WATTLE	600 LF	10.00	6,000.00
0118	6071030000-E	1640	COIR FIBER BAFFLE	40 LF	40.00	1,600.00
0119	6084000000-E	1660	SEEDING & MULCHING	24 ACR	2,875.00	69,000.00
0120	6087000000-E	1660	MOWING	12 ACR	225.00	2,700.00
0121	6090000000-E	1661	SEED FOR REPAIR SEEDING	300 LB	8.00	2,400.00
0122	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.75 TON	2,000.00	1,500.00
0123	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	450 LB	8.00	3,600.00
0124	6108000000-E	1665	FERTILIZER TOPDRESSING	13.5 TON	1,550.00	20,925.00
0125	6111000000-E	SP	IMPERVIOUS DIKE	565 LF	1.00	565.00
0126	6114500000-N	1667	SPECIALIZED HAND MOWING	30 MHR	120.00	3,600.00
0127	6114800000-N	SP	MANUAL LITTER REMOVAL	7 MHR	110.00	770.00
0128	6114900000-E	SP	LITTER DISPOSAL	1 TON	665.00	665.00
0129	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	50 EA	125.00	6,250.00
0130	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	5 EA	1,615.50	8,077.50

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
STRUCTURE ITEMS						
0131	8007000000-N	400	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP STRUCTURE AT STA ***** (18+12 -DET- SB)	LUMP SUM	1,928,069.50	1,928,069.50
0132	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (23+18.00 -L- NB)	LUMP SUM	1.00	1.00
0133	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (23+18.00 -L- NB)	LUMP SUM	134,899.97	134,899.97
0134	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (23+79.00 -L- SB)	LUMP SUM	124,611.70	124,611.70
0135	8065000000-N	SP	ASBESTOS ASSESSMENT	LUMP SUM	2,636.44	2,636.44
0136	8096000000-E	450	PILE EXCAVATION IN SOIL	27.6 LF	310.35	8,565.66
0137	8097000000-E	450	PILE EXCAVATION NOT IN SOIL	22.4 LF	310.35	6,951.84
0138	8108000000-E	411	***-*** DIA DRILLED PIERS (4'-0")	259.8 LF	2,400.03	623,527.79
0139	8111600000-E	411	PERMANENT STEEL CASING FOR 4'-0" DIA DRILLED PIER	132.2 LF	495.32	65,481.30
0140	8115000000-N	411	CSL TESTING	2 EA	1,125.00	2,250.00
0141	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (23+18.00 -L- NB)	LUMP SUM	12,500.00	12,500.00
0142	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (23+79.00 -L- SB)	LUMP SUM	20,000.00	20,000.00
0143	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	19,759 SF	50.54	998,619.86
0144	8161000000-E	420	GROOVING BRIDGE FLOORS	20,904 SF	0.87	18,186.48
0145	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	347.2 CY	1,067.52	370,642.94
0146	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (23+18.00 -L- NB)	LUMP SUM	72,450.00	72,450.00
0147	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (23+79.00 -L- SB)	LUMP SUM	72,450.00	72,450.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0148	8217000000-E	425	REINFORCING STEEL (BRIDGE)	76,533 LB	1.58	120,922.14
0149	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	13,218 LB	3.70	48,906.60
0150	8262000000-E	430	45" PRESTRESSED CONCRETE GIRDERS	2,174.2 LF	377.93	821,695.41
0151	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)	28 EA	1.00	28.00
0152	8364000000-E	450	HP 12 X 53 STEEL PILES	810 LF	47.37	38,369.70
0153	8391000000-N	450	STEEL PILE POINTS	9 EA	180.70	1,626.30
0154	8394000000-N	450	DYNAMIC PILE TESTING	1 EA	1.00	1.00
0155	8503000000-E	460	CONCRETE BARRIER RAIL	873.4 LF	145.70	127,254.38
0156	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	3,320 TON	52.73	175,063.60
0157	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	3,691 SY	4.14	15,280.74
0158	8657000000-N	430	ELASTOMERIC BEARINGS	LUMP SUM	17,720.00	17,720.00
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$13,065,361.82

Contract No. C204208  
County Surry

Rev. 1-16-18

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

**LIMITED LIABILITY COMPANY**

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 and Debarment 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**

**Smith-Rowe, LLC**

Full Name of Firm

**639 Old US 52 South, Mount Airy, NC 27030**

Address as Prequalified

  
Signature of Witness

**William F. Fulp**  
Print or type Signer's name

  
Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

**David L. Rowe**  
Print or type Signer's Name

## DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation 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.**     **C204208**

**County (ies):**     **Surry**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

*Ronald E. Davenport, Jr.*

52C46046381F443...

Contract Officer

05/02/2024

Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:

*Alan Melhines*

8BD7716388C4431...

Attorney General

05/02/2024

Date

Signature Sheet (Bid - Acceptance by Department)



Contract No. C204208  
 County Surry

## CONTRACT PAYMENT BOND

**Date of Payment Bond Execution** April 29, 2024

**Name of Principal Contractor** Smith-Rowe, LLC

**Name of Surety:** Travelers Casualty and Surety Company of America

**Name of Contracting Body:** **North Carolina Department of Transportation**  
**Raleigh, North Carolina**

**Amount of Bond:** Thirteen Million Sixty Five Thousand Three Hundred Sixty One Dollars and 82/100 \$13,065,361.82

**Contract ID No.:** C204208

**County Name:** Surry

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. C204208  
County Surry

Rev 5-17-11

**CONTRACT PAYMENT BOND**

*Affix Seal of Surety Company*

Travelers Casualty and Surety Company of America  
Print or type Surety Company Name

By Donna K. Ashley  
Print, stamp or type name of Attorney-in-Fact

By: Donna K. Ashley  
Signature of Attorney-in-Fact



Jennife B. Gullett  
Signature of Witness

Jennifer B. Gullett  
Print or type Signer's name

227 W. Trade St., Suite 1930, Charlotte, NC 28202  
Address of Attorney-in-Fact

Contract No. ~~C2040208~~ C204208  
County Surry

Rev 5-17-11

**CONTRACT PAYMENT BOND**  
**LIMITED LIABILITY COMPANY**  
**SIGNATURE OF CONTRACTOR (Principal)**

Name of Contractor Smith-Rowe, LLC  
Full name of Firm

639 Old US 52 South, Mount Airy, NC 27030  
Address as prequalified

By:   
Signature of Member, Manager, Authorized Agent  
*Select appropriate title*

David L. Rowe  
Print or type Signer's name

Contract No. C204208  
 County Surry

### CONTRACT PERFORMANCE BOND

**Date of Performance Bond Execution:** April 29, 2024

**Name of Principal Contractor:** Smith-Rowe, LLC

**Name of Surety:** Travelers Casualty and Surety Company of America

**Name of Contracting Body:** **North Carolina Department of Transportation**  
**Raleigh, North Carolina**

**Amount of Bond:** Thirteen Million Sixty Five Thousand Three Hundred Sixty One Dollars and 82/100 **\$13,065,361.82**

**Contract ID No.:** C204208

**County Name:** Surry

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. C204208  
County Surry

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

*Affix Seal of Surety Company*

Travelers Casualty and Surety Company of America  
**Print or type Surety Company Name**

By Donna K. Ashley  
**Print, stamp or type name of Attorney-in-Fact**

By: *Donna K. Ashley*  
**Signature of Attorney-in-Fact**



*Jennifer B. Gullett*  
**Signature of Witness**

Jennifer B. Gullett  
**Print or type Signer's name**

227 W. Trade St., Suite 1930, Charlotte, NC 28202  
**Address of Attorney-in-Fact**

Contract No.  
County

~~C2040208~~ C204208  
Surry

Rev 5-17-11

**CONTRACT PERFORMANCE BOND  
LIMITED LIABILITY COMPANY  
SIGNATURE OF CONTRACTOR (Principal)**

Name of Contractor Smith-Rowe, LLC  
Full name of Firm

639 Old US 52 South, Mount Airy, NC 27030  
Address as prequalified

By:   
Signature of Member, Manager, Authorized Agent  
*Select appropriate title*

David L. Rowe  
Print or type Signer's name



**Travelers Casualty and Surety Company of America  
 Travelers Casualty and Surety Company  
 St. Paul Fire and Marine Insurance Company  
 Farmington Casualty Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Donna K. Ashley of Charlotte, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

**Surety Bond No.:** 108005992

**Principal:** Smith-Rowe, LLC

**OR**

**Obligee:** North Carolina Department of Transportation

**Project Description:** Surry County - C204208

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By:   
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this 29th day of April, 2024.



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.