

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

C204732

CONTRACT AND  
CONTRACT BONDS  
FOR CONTRACT NO. C204732

WBS 45565.3.1, 45565.3.2 0012068

T.I.P NO. B-5610

COUNTY OF DARE

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER LENGTH 0.923 MILES

LOCATION BRIDGE #270008 OVER THE SLASH CREEK ON NC-12 AND SR-1241(EAGLE  
PASS RD) FROM NC-12 TO NC-12.

CONTRACTOR SMITH-ROWE, LLC

ADDRESS 639 OLD US 52 SOUTH  
MOUNT AIRY, NC 27030

BIDS OPENED JUNE 18, 2024

CONTRACT EXECUTION 07/09/2024

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

PROPOSAL

**INCLUDES ADDENDUM No.2 DATED 06-12-2024**

DATE AND TIME OF BID OPENING: **Jun 18, 2024 AT 02:00 PM**

CONTRACT ID C204732  
WBS 45565.3.1, 45565.3.2

FEDERAL-AID NO. 0012068  
COUNTY DARE  
T.I.P NO. B-5610  
MILES 0.923

ROUTE NO.

LOCATION BRIDGE #270008 OVER THE SLASH CREEK ON NC-12 AND SR-1241(EAGLE PASS RD) FROM NC-12 TO NC-12.

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

**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. C204732 IN DARE 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. C204732 has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the *2024 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete Contract No. C204732 in Dare 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...

06/12/2024

**TABLE OF CONTENTS**

**COVER SHEET  
PROPOSAL SHEET**

**PROJECT SPECIAL PROVISIONS**

BUILD AMERICA, BUY AMERICA (BABA): ..... G-1  
 CONTRACT TIME AND LIQUIDATED DAMAGES: ..... G-1  
 INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES: ..... G-2  
 INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: ..... G-2  
 PERMANENT VEGETATION ESTABLISHMENT: ..... G-3  
 RAILROAD GRADE CROSSING: ..... G-3  
 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  
 DISADVANTAGED BUSINESS ENTERPRISE: ..... G-17  
 CERTIFICATION FOR FEDERAL-AID CONTRACTS: ..... G-31  
 RESTRICTIONS ON ITS EQUIPMENT AND SERVICES: ..... G-32  
 USE OF UNMANNED AIRCRAFT SYSTEM (UAS): ..... G-32  
 EQUIPMENT IDLING GUIDELINES: ..... G-32  
 U.S. DEPARTMENT OF TRANSPORTATION HOTLINE: ..... G-33  
 SUBSURFACE INFORMATION: ..... G-33  
 MAINTENANCE OF THE PROJECT: ..... G-33  
 TWELVE MONTH GUARANTEE: ..... G-34  
 EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION: ..... G-35  
 PROCEDURE FOR MONITORING BORROW PIT DISCHARGE: ..... G-40

ROADWAY ..... R-1

**STANDARD SPECIAL PROVISIONS**

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS ..... SSP-1  
 NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY ..... SSP-2  
 ERRATA ..... SSP-5  
 PLANT AND PEST QUARANTINES ..... SSP-6  
 TITLE VI AND NONDISCRIMINATION: ..... SSP-7  
 MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS ..... SSP-16  
 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTR CONTRACTS ..... SSP-19  
 ON-THE-JOB TRAINING ..... SSP-33  
 MINIMUM WAGES ..... SSP-36

**UNIT PROJECT SPECIAL PROVISIONS**

PAVEMENT MARKINGS ..... PM-1  
 TRAFFIC CONTROL ..... TC-1



UTILITY CONSTRUCTION.....UC-1  
UTILITY BY OTHERS.....UBO-1  
EROSION CONTROL ..... EC-1  
STRUCTURE/CULVERTS .....ST-1

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

**PROPOSAL ITEM SHEET**

ITEM SHEET(S)

**PROJECT SPECIAL PROVISIONS****GENERAL****BUILD AMERICA, BUY AMERICA (BABA):**

(11-15-22)(Rev. 1-16-24)

106

SP1 G04

Revise the *Standard Specifications* as follows:

**Page 1-48, Article 106-1 GENERAL REQUIREMENTS**, add the following after line 49:

**(C) Build America, Buy America (BABA)**

All manufactured products and construction materials permanently incorporated into any project must meet requirements of the Build America, Buy America (BABA) Act of the Infrastructure Investment and Jobs Act (IIJA). Before any material or product shown on the Department's Build America, Buy America (BABA) List is included for payment on a monthly estimate, the Contractor shall furnish the Engineer with a notarized certification certifying that the items conform to the BABA Act. The Department's Build America Buy America (BABA) List can be found on the Department's website.

<https://connect.ncdot.gov/letting/LetCentral/NCDOT%20BABA%20Materials%20List.pdf>

Each purchase order issued by the Contractor or a subcontractor for items on the BABA List to be permanently incorporated into any project shall contain in bold print a statement advising the supplier that the manufactured products and construction materials must be produced in the United States of America. The Contractor and all affected subcontractors shall maintain a separate file for BABA List items so that verification of the Contractor's efforts to purchase items produced in the United States can readily be verified by an authorized representative of the Department or the Federal Highway Administration (FHWA).

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G08 A

The date of availability for this contract is **September 9, 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 **November 18, 2025**.

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 **September 9, 2024**.

The completion date for this intermediate contract time is **May 22, 2025**.

The liquidated damages for this intermediate contract time are **One Thousand Dollars (\$ 1,000.00)** 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:**

(6-18-13)

108

SP1 G14 L

The Contractor shall complete the work required of **Steps #2 thru #6** as shown on Sheet **TMP-1B** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **the date the Contractor elects to begin Step #2**.

The completion date for this intermediate contract time is **May 15, 2025**.

The liquidated damages are **Three Thousand Dollars (\$ 3,000.00)** per calendar day.

**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.

**RAILROAD GRADE CROSSING:**

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

107-9

SP1 G17R

When the use of slow moving or stopped equipment is required over at-grade railroad crossings, the contractor shall contact the appropriate track owner to gain Right of Entry. The contractor shall be responsible for ascertaining and contacting the railroad track owner.

No separate payment will be made for conforming with the requirements of this Special Provision. Please contact the Resident Engineer or the NCDOT Rail Division - Engineering Coordination & Safety Branch - Surfaces & Encroachment Manager with any questions pertaining to the Right of Entry.

**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>
6	Borrow Excavation
25	Asphalt Conc Surface Course, Type S9.5B
80	6" Water Line
133	Class AA Concrete (Bridge)
148	3'-0" X 1'-9" Prestressed Conc Cored Slabs

**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>
48-51	Guardrail
54-57	Signing
70-73, 77	Long-Life Pavement Markings
78-98	Utility Construction
99-127	Erosion Control

**FUEL PRICE ADJUSTMENT:**

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

109-8

SP1 G43

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

The base index price for DIESEL #2 FUEL is \$ **2.6456** 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. 12-20-22)

SP1 G47

**Description and Purpose**

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

**Eligible Items**

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

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

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

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

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

**Bid Submittal Requirements**

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

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

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

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

### Establishing the Base Price

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

The bidding index for Category 1 Steel items is **\$ 41.25** per hundredweight.  
 The bidding index for Category 2 Steel items is **\$ 56.37** per hundredweight.  
 The bidding index for Category 3 Steel items is **\$ 61.05** per hundredweight.  
 The bidding index for Category 4 Steel items is **\$ 44.26** per hundredweight.  
 The bidding index for Category 5 Steel items is **\$ 53.94** per hundredweight.  
 The bidding index for Category 6 Steel items is **\$ 60.03** per hundredweight.  
 The bidding index for Category 7 Steel items is **\$ 42.53** per hundredweight.

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

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

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



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

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

### Submittal Requirements

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

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

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

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

#### Step 1 (Form SPA -2)

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

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

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

- b. The steel product quantity in pounds

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

#### Step 2 (Monthly Calculator Spreadsheet)

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

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

#### Price Adjustment Conditions

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

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

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

### **Price Adjustment Calculations**

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

#### **Price increase/decrease will be computed as follows:**

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

Where;

SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

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

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

**Extra Work/Force Account:**

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

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

**Examples Form SPA-2**

**Steel Price Adjustment Submission Form**

Contract Number     C203394     Bid Reference Month     January 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 2019Submittal Date August 31, 2019Contract Line Item 237Line Item Description SUPPORT, OVRHD SIGN STR -DFEB – STA 36+00Sequential Submittal  
Number 2

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

Note: Attach the following supporting documentation to this form.

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

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

Printed Name

Signature

\_\_\_\_\_

\_\_\_\_\_

### Price Adjustment Sample Calculation (increase)

---

Project bid on September 17, 2019

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

**Price Adjustment Sample Calculation (decrease)**

---

Project bid on December 18, 2018

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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



**Price Adjustment Sample Calculation (increase)**

---

Project bid on July 16, 2020

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08)(Rev. 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>
2025	(7/01/24 - 6/30/25) 100% 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.

**DISADVANTAGED BUSINESS ENTERPRISE:**

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

102-15(J)

SP1 G61

**Description**

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

**Definitions**

*Additional DBE Subcontractors* - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

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

*Contract Goal Requirement* - The approved DBE participation at time of award, but not greater than the advertised contract goal.

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

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

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

*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) DBE firm.

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is 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.

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

*DBE Payment Tracking System* - On-line system in which the Contractor enters the payments made to DBE 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 DBE 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 DBE Replacement Request Form* - Form for replacing a committed DBE.  
<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.  
<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE 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 DBE Subcontractors Form* - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

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

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

## **DBE Goal**

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **4.0** %

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

## **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 DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. [https:// www.ebs.nc.gov/VendorDirectory/default.html](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 DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of the electronic submittal file.

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

(B) Paper Bids

- (1) *If the DBE goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of *DBE* participation, including the names and addresses on *Listing of DBE 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 DBE participation for the contract.
  - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE 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 DBE 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 DBE 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 DBE's participation will not count towards achieving the corresponding goal.
- (2) *If the DBE goal is zero*, entries on the *Listing of DBE Subcontractors* are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

### **DBE Prime Contractor**

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE 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 DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

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

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

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE 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 DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, 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.

**Submission of Good Faith Effort**

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE 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 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 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 DBE 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 DBE Goals 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 DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE 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 goal 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 DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested DBEs 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 DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs 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 DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE 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 DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs 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 DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs 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 DBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE 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 DBE goal.
- (2) The bidders' past performance in meeting the DBE goals.
- (3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE 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 DBE goal, but meets or exceeds the average DBE 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 DBE goal can be met or that an adequate good faith effort has been made to meet the DBE 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. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

**Counting DBE Participation Toward Meeting DBE Goal****(A) Participation**

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

**(B) Joint Checks**

Prior notification of joint check use shall be required when counting DBE 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 DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE 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 DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

**(D) Joint Venture**

When a DBE 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 DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

**(E) Suppliers**

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

**(F) Manufacturers and Regular Dealers**

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

- (1) The fees or commissions charged by a DBE 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 DBE, 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) DBE Utilization**

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE 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 DBE 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 DBE 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 DBE credit claimed for its performance of the work, and any other relevant factors.

#### **(B) DBE Utilization in Trucking**

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

- (1) The DBE 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 DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE 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 DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE 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 DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE 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 DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE 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.

### **DBE Replacement**

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE 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 DBE subcontractor, a non-DBE 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 DBE 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 DBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the DBE subcontractor objects to the intended termination/substitution, the DBE, 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 DBE subcontractor.

A committed DBE 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 DBE subcontractor fails or refuses to execute a written contract;
- (b) The listed DBE 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 DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed DBE 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 DBE subcontractor is not a responsible contractor;
- (g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

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

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, 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 DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.

- (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
  - (3) A list of reasons why DBE quotes were not accepted.
  - (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE 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 DBE 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 DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE 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 DBE'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 DBE 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 DBE 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 DBE, 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 DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE 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 DBEs 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 DBE, the Contractor shall seek participation by DBEs 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 DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE 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 DBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving DBE 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 DBE 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 DBE credit.

### **Reporting Disadvantaged Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all DBE 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 DBEs, 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-DBE 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 DBE 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.

### **CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



**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.

**U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**

(11-22-94)

108-5

SP1 G100

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**SUBSURFACE INFORMATION:**

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

450

SP1 G112 B

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

**MAINTENANCE OF THE PROJECT:**

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

104-10

SP1 G125

Revise the *Standard Specifications* as follows:

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

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

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

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. *Where damaged guardrail*

*or guiderail is repaired or replaced as a result of maintaining the project in accordance with this article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.*

**Page 1-35, Article 104-10 MAINTENANCE OF THE PROJECT, lines 20-22,** replace the last sentence of the last paragraph with the following:

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

**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SPI 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.

**EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:**

(1-16-07) (Rev 12-15-20)

105-16, 225-2, 16

SPI 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.

**PROJECT SPECIAL PROVISIONS****ROADWAY****SHOULDER RECONSTRUCTION PER SHOULDER MILE:**

(1-18-00) (Rev. 1-17-23)

560, 1019

SP1 R07R – Div1

**Description**

The work covered by this provision consists of clipping high shoulders and reconstructing the earth shoulder in accordance with Standard Drawing No. 560.01 and 560.02 of the *Roadway Standard Drawings* with the following exceptions: the width will be shown on typical sections, or to the existing shoulder point, whichever is nearer, as long as the desired typical is achieved. Seeding and mulching shall be performed upon completion of shoulder grading

This work shall be performed immediately after the resurfacing operations are complete as directed by the Engineer.

**Materials**

The Contractor shall furnish all earth material necessary for the construction of the shoulders in accordance with Section 1019 of the *Standard Specifications*. All soil is subject to test and acceptance or rejection by the Engineer.

**The Contractor is required to use Shoulder Borrow on all maps with Shoulder Reconstruction, including areas considered residential lawns, with the exception for areas directed by the contract or Engineer. Aggregate Shoulder Borrow (ASB) shall be used on the low side of curves, at radius turnouts, and areas of historical pavement drop-off problems, as directed by the contract or Engineer. Incidental Stone shall be used in existing stone driveways and mailbox pull offs as directed by the contract or Engineer.**

ASB shall meet the following gradation:

<u>Sieve</u>	<u>Percent Passing</u>
1 1/2"	100
1/2"	55 - 95
#4	35 - 74

**Construction Methods**

Obtain material from within the project limits or approved source. Prior to adding ASB material, the existing shoulder shall be scarified to provide the proper bond and shall be compacted to the satisfaction of the Engineer.

Any excess material generated by the shoulder reconstruction shall be disposed of by the Contractor in an approved disposal site.

## Measurement and Payment

*Shoulder Reconstruction* will be measured and paid as the actual number of miles of shoulders that have been reconstructed and accepted by the Engineer. Measurement will be made along the surface of each shoulder to the nearest 0.01 of a mile. Such price will include disposing of any excess material in an approved disposal site, and for all labor, tools, equipment, and incidentals necessary to complete the work.

*Aggregate Shoulder Borrow* will be measured and paid at the contract unit price per ton that has been incorporated into the completed work that is accepted by the Engineer. The number of tons of material is determined by weighing the material in trucks in accordance with Article 106-7. No deductions will be made for any moisture contained in the aggregate at time of weighing.

*Borrow Excavation* will be measured and paid in accordance with Section 230 of the *Standard Specifications* for earth material furnished by the Contractor. The requirements of Article 104-5 of the *Standard Specifications* pertaining to revised contract prices for overrunning minor items will not apply to the item of *Borrow Excavation*.

*Incidental Stone Base* will be measured and paid as provided in Article 545-6 of the *Standard Specifications*. Where ASB is used, *Incidental Stone Base* will not be required.

*Seeding and Mulching* will be measured and paid as provided in Article 1660-8 of the *Standard Specifications*.

Payment will be made under:

### Pay Item

Shoulder Reconstruction  
Aggregate Shoulder Borrow

### Pay Unit

Shoulder Mile  
Ton

### **SHOULDER RECONSTRUCTION PROCEDURE:**

(7-1-95) (Rev. 10-15-13)

560

SP1 R10BR

Perform shoulder reconstruction immediately following paving operations and in no case allow paving operations to exceed shoulder operations by more than two weeks without written permission of the Engineer. Failure to meet this requirement shall be cause to cease paving operations until it can be met. Place final pavement marking after shoulder reconstruction.

Upon completion of shoulder reconstruction, remove construction signs and use on other projects or store at the county maintenance installation or as directed by the Engineer.

### **CONSTRUCTION SEQUENCE:**

(7-1-95) (Rev. 8-21-12)

560

SP1 R34R

Pave each section of roadway begun in a continuous operation. Do not begin work on another section of roadway unless satisfactory progress is being made toward completion of intersections and all other required incidental work by satisfactorily furnishing additional paving equipment and personnel, except for milling and patching operations.

**CLEARING AND GRUBBING - METHOD II:**

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

200

SP2 R02A

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

**LUMP SUM GRADING:**

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

226

SP2 R16

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

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

**SHOULDER AND FILL SLOPE MATERIAL:**

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

235, 560

SP2 R45 A

**Description**

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

**Measurement and Payment**

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

**BORROW EXCAVATION (Truck Measurement):**

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

230

SP2 R57

The borrow material used on this project will be measured for payment by truck measurement as provided in Article 230-5 of the *Standard Specifications*.

**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.

### **CORRUGATED ALUMINUM ALLOY CULVERT PIPE:**

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

305, 310

SP3 R34

Revise the *Standard Specifications* as follows:

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

<b>Item</b>	<b>Section</b>
Waterborne Paint	1080-9
Hot Bitumen	1081-3

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

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

Approved waterborne paint (Section 1080-9)

Approved Hot Bitumen (Section 1081-3)

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

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

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

**BRIDGE APPROACH FILLS:**

(10-19-10)(Rev. 1-16-24)

422

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*.

<b>Item</b>	<b>Section</b>
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:

<b>Pay Item</b>	<b>Pay Unit</b>
Type 1 Bridge Approach Fill, Station _____	Lump Sum
Type 2 Bridge Approach Fill, Station _____	Lump Sum

**INCIDENTAL STONE BASE:**

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

545

SP5 R28R

**Description**

Place incidental stone base on driveways, mailboxes, etc. immediately after paving and do not have the paving operations exceed stone base placement by more than one week without written permission of the Engineer.

**Materials and Construction**

Provide and place incidental stone base in accordance with Section 545 of the *Standard Specifications*.

**Measurement and Payment**

*Incidental Stone Base* will be measured and paid in accordance with Article 545-6 of the *Standard Specifications*.

**SHOULDER WEDGE:**

(9-20-11)(Rev. 1-16-24)

610

SP6 R03R

Revise the *Standard Specifications* as follows:

**Page 6-21, Article 610-8, SPREADING AND FINISHING**, add the following after line 40:

Attach a device, mounted on screed of paving equipment, capable of constructing a shoulder wedge with an angle of 30 degrees plus or minus 4 degrees along the outside edge of the roadway, measured from the horizontal plane in place after final compaction on the final surface course. Use an approved mechanical device which will form the asphalt mixture to produce a wedge with uniform texture, shape and density while automatically adjusting to varying heights.

Payment for use of this device will be incidental to the other pay items in the contract.

**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 **\$ 596.88** per ton.

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

**REPAIR OF EXISTING PAVEMENT:**

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

610

SP6 R58R

**Description**

The Contractor's attention is directed to the fact that the existing pavement shall be removed and repaired prior to resurfacing in the areas indicated in the contract.

**Materials**

Refer to Division 6 of the *Standard Specifications*.

**Item**

Asphalt Concrete Base Course, Type B25.0C

**Section**

610

**Construction Methods**

The repair of the existing pavement includes, but is not limited to, the cutting of the existing pavement to a neat vertical joint and uniform line; the removal and disposal of pavement, base, and subgrade material as approved or directed by the Engineer; the coating of the area to be repaired with a tack coat; and conditioning of the surface on which the base course material is to be placed.

Do not excavate below the plane of the bottom of existing pavement, unless otherwise directed by the Engineer. Replace material excavated below existing pavement with Asphalt Concrete Base Course, Type B25.0C in layers not to exceed 5 inch compacted.

Machine place the Asphalt Concrete Base Course, Type B25.0C in two equal layers. Perform compaction of the base course material at transverse joint by the use of mechanical hand tamps or other equipment approved by the Engineer in order to achieve required density.

Construct the pavement repair so the surface of the complete repair matches the surface of existing pavement.

Schedule operations so all areas where pavement has been removed will be repaired and all lanes of traffic restored on the same day of the pavement removal. The Contractor will be restricted to repairing one side of the existing pavement at a time unless otherwise permitted by the Engineer.

**Measurement and Payment**

*Asphalt Concrete Base Course, Type B25.0C* will be measured and paid in accordance with Article 610-16 of the *Standard Specifications*.

Furnished asphalt binder for the mix will be paid in accordance with Article 620-4 of the *Standard Specifications*.

If it becomes necessary to excavate below existing pavement, measurement and payment for all labor, equipment, and incidentals necessary to complete the excavation shall be made in accordance with Article 104-7 of the *Standard Specifications*.

**PAVING DRIVEWAYS AND MAILBOX TURNOUTS:**

(8-21-12)

610

SP6 R70BR

Condition, prime, and surface all driveway and mailbox turnouts as directed by the Engineer. Place pavement on driveway and mailbox turnouts of the same material as used on the main line and in depths directed by the Engineer. Widen the pavement on curves as directed by the Engineer.

**PAVEMENT WIDTH VARIES:**

(7-1-95) (Rev. 8-21-12)

610

SP6 R76R

The Contractor's attention is directed to the fact that the existing pavement varies in width and the Contractor will be required to widen the pavement as directed by the Engineer in order to obtain a uniform edge of pavement.

**PATCHING EXISTING PAVEMENT (FULL DEPTH, 0"-5"):**

(1-15-02) (Rev.1-15-24)

R6 R88 Rev Div 1

**Description**

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing.

The Contractor shall patch the areas that, in the opinion of the Engineer, need repairing. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs.

**Construction Methods**

The patching consists of Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, Asphalt Concrete Surface Course, or a combination of base, intermediate and surface course, and pavement removal, **as shown on the Summary of Quantities sheet** or as directed by the Engineer.

Patching of existing pavement (Full Depth, 0"-5") shall include, but not be limited to, the cutting of the existing pavement to a neat vertical joint and uniform line; the removal and disposal of pavement, base, and subgrade material as approved or directed by the Engineer; the coating of the area to be repaired with a tack coat; and the replacement of the removed material with asphalt plant mix.

Asphalt Concrete Base Course shall be placed in lifts not exceeding 5.0 inches. Compaction equipment suitable for compacting patches as small as 4 feet by 6 feet shall be utilized on each lift. Compaction pattern to achieve proper compaction shall be approved by the engineer.

The Contractor shall remove existing pavement at locations directed by the Engineer in accordance with Section 607 of the *Standard Specifications*.

The Contractor shall schedule his operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal, and all lanes of traffic shall be restored.

The Contractor may elect to use a milling machine to remove pavement for full depth patching, however, no additional compensation shall be awarded.

**Method of Measurement**

The quantity of *Patching Existing Pavement, (Full Depth, 0"-5")* to be paid for will be the actual number of tons of asphalt plant mix, complete in place, which has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

**Basis of Payment**

The quantity of *Patching Existing Pavement, (Full Depth, 0"-5")*, measured as provided above, will be paid for at the contract unit price per ton for the type of full depth patching to be performed.

The above price and payment will be full compensation for all work covered by this provision, including but not limited to removal and disposal of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; and furnishing scales.

Furnishing asphalt binder will be paid as provided in Article 620-4 for *Asphalt Binder for Plant Mix* for each grade required.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Patching Existing Pavement (Full Depth, 0"-5")	Ton

**ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES:**

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

858

SP8 R97R

The Contractor's attention is directed to Article 858-3 of the *Standard Specifications*. Cast iron or steel fittings will not be permitted for the adjustment of manholes, meter boxes, and valve boxes on this project.

**CONES:**

(3-19-24)

1135

SP11 R35

Revise the *Standard Specifications* as follows:

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

**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

**EROSION AND STORMWATER CONTROL FOR SHOULDER CONSTRUCTION AND RECONSTRUCTION:**

(11-16-10) (Rev. 1-21-20)

105-16, 225-2, Division 16

SP16 R03R

Land disturbing operations associated with shoulder construction/reconstruction may require erosion and sediment control/stormwater measure installation. National Pollutant Discharge Elimination System (NPDES) inspection and reporting may be required.

Erosion control measures shall be installed per the erosion control detail in any area where the vegetated buffer between the disturbed area and surface waters (streams, wetlands, or open waters) or drainage inlet is less than 10 feet. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. Erosion control measures shall be spot checked every 7 days until permanent vegetative establishment.

In areas where shoulder construction/reconstruction includes disturbance or grading on the front slope or to the toe of fill, relocating ditch line or backslope, or removing vegetation from the ditch line or swale, NPDES inspection and monitoring are required every 7 days or within 24 hours of a rainfall event of greater than 1.0 inch. Maintain daily rainfall records. Install erosion control measures per detail.

In areas where the vegetated buffer is less than 10 feet between the disturbed area and waters of the State classified as High Quality Water (HQW), Outstanding Resource Water (ORW), Critical Areas, or Unique Wetlands, NPDES inspection and monitoring are required every 7 days or within 24 hours of a rainfall event of greater than 1.0 inch. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. The plans or provisions will indicate the presence of these water classifications. Maintain daily rainfall records. Install erosion control measures per detail.

Land disturbances hardened with aggregate materials receiving sheet flow are considered non-erodible.

Sites that require lengthy sections of silt fence may substitute with rapid permanent seeding and mulching as directed by the Engineer.

NPDES documentation shall be performed by a Level II Erosion and Sediment Control/Stormwater certificate holder.

Materials used for erosion control will be measured and paid as stated in the contract.

**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:

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

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a

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

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

**FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:**

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

Sericea Lespedeza  
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass

Pensacola Bahiagrass  
Creeping Red Fescue

Zoysia

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

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

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

(1-16-24)

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****TITLE VI AND NONDISCRIMINATION:**

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

Z-6

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

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

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

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

**(a) Compliance with Regulations**

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

**(b) Nondiscrimination**

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

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

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

**(d) Information and Reports**

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

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

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

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

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

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

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

## 2. Eligibility

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

## 3. Time Limits and Filing Options

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

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

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

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

## 4. Format for Complaints

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

## 5. Discrimination Complaint Form

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

## 6. Complaint Basis

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

**TABLE 103-1  
COMPLAINT BASIS**

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

### (3) Pertinent Nondiscrimination Authorities

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

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

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

**(4) Additional Title VI Assurances**

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

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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



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

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

**STANDARD SPECIAL PROVISION****MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)**

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

Bertie County  
Camden County  
Chowan County  
Gates County  
Hertford County  
Pasquotank County  
Perquimans County

**Area 024 31.7%**

Beaufort County  
Carteret County  
Craven County  
Dare County  
Edgecombe County  
Green County  
Halifax County  
Hyde County  
Jones County  
Lenoir County  
Martin County  
Nash County  
Northampton County  
Pamlico County  
Pitt County  
Tyrrell County  
Washington County  
Wayne County  
Wilson County

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

Bladen County  
Hoke County  
Richmond County  
Robeson County  
Sampson County  
Scotland County

**Area 027 24.7%**

Chatham County  
Franklin County  
Granville County  
Harnett County  
Johnston County  
Lee County  
Person County  
Vance County  
Warren County

**Area 028 15.5%**

Alleghany County  
Ashe County  
Caswell County  
Davie County  
Montgomery County  
Moore County  
Rockingham County  
Surry County  
Watauga County  
Wilkes County

**Area 029 15.7%**

Alexander County  
Anson County  
Burke County  
Cabarrus County  
Caldwell County  
Catawba County  
Cleveland County  
Iredell County  
Lincoln County  
Polk County  
Rowan County  
Rutherford County  
Stanly County

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

Avery County  
Cherokee County  
Clay County  
Graham County  
Haywood County  
Henderson County  
Jackson County  
McDowell County  
Macon County  
Mitchell County  
Swain County  
Transylvania County  
Yancey County

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

---

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

FHWA-1273 -- Revised October 23, 2023

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;



(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or



mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily



excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**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.

**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC20240091 01/05/2024 NC91**

Z-091

Date: January 5, 2024

General Decision Number: NC20240091 01/05/2024 NC91

Superseded General Decision Numbers: NC20230091

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Beaufort	Granville	Pasquotank
Bertie	Halifax	Perquimans
Bladen	Harnett	Robeson
Camden	Hertford	Sampson
Carteret	Hyde	Scotland
Chowan	Jones	Tyrrell
Columbus	Lenoir	Vance
Craven	Martin	Warren
Dare	Northampton	Washington
Duplin	Pamlico	Wilson
Gates		

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract.  The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract.  The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number  
0

Publication Date  
01/05/2024

SUNC2014-006 11/17/2014

	Rates	Fringes
BLASTER	21.85	
CARPENTER	13.72 **	
CEMENT MASON/CONCRETE FINISHER	14.26 **	
ELECTRICIAN		
Electrician	18.69	2.66
Telecommunications Technician	14.72 **	1.67
IRONWORKER	16.32	
LABORER		
Asphalt Raker and Spreader	12.42 **	
Asphalt Screed/Jackman	13.48 **	
Carpenter Tender	10.85 **	
Cement Mason/Concrete Finisher Tender	11.35 **	
Common or General	10.12 **	
Guardrail/Fence Installer	13.39 **	
Pipelayer	13.31 **	
Traffic Signal/Lighting Installer	16.88	
PAINTER		
Bridge	19.62	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	13.28 **	
Bulldozer Fine	18.46	
Bulldozer Rough	14.09 **	
Concrete Grinder/Groover	24.66	

	Rates	Fringes
Crane Boom Trucks	17.25	
Crane Other	21.48	
Crane Rough/All-Terrain	19.00	
Drill Operator Rock	15.43 **	1.61
Drill Operator Structure	19.12	
Excavator Fine	17.61	
Excavator Rough	12.99 **	
Grader/Blade Fine	16.73	
Grader/Blade Rough	15.28 **	
Loader 2 Cubic Yards or Less	10.28 **	
Loader Greater Than 2 Cubic Yards	13.58 **	
Material Transfer Vehicle (Shuttle Buggy)	17.39	
Mechanic	18.63	
Milling Machine	14.38 **	
Off-Road Hauler/Water Tanker	9.30 **	
Oiler/Greaser	13.45 **	
Pavement Marking Equipment	11.87 **	
Paver Asphalt	15.53 **	
Roller Asphalt Breakdown	12.13 **	
Roller Asphalt Finish	13.65 **	
Roller Other	10.48 **	
Scraper Finish	13.98 **	
Scraper Rough	10.17 **	
Slip Form Machine	19.29	
Tack Truck/Distributor Operator	14.56 **	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	10.35 **	
GVWR of 26,001 Lbs or Greater	12.04 **	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.



Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the David-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



DocuSigned by:  
Matthew V. Springer  
BC60F6E8B584403...  
01/01/2024

## **HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINES:**

(12-1-20) (Rev. 1-1-24)

### **Description**

This special provision covers machine applied “hot spray” thermoplastic pavement marking material with both incorporated reflective media.

General, Color, Packing for Shipment, Storage, Materials, Construction Methods, Maintenance, Method of Measurement, and Basis of Payment shall be as described in Section 1087 and Section 1205 of the *Standard Specifications*, with the exceptions as shown below:

Revise the *Standard Specifications* as follows:

**Page 10-187, Subarticle 1087-4(C) Gradation & Roundness**, lines 4-6, replace this subarticle with the following:

The reflective media used in all pavement marking shall be used according to the manufacturer’s recommendations in order to meet the retroreflectivity requirements as stated in Subarticles 1205-4(C) and 1205-4(D) as measured by any Department approved mobile or handheld retroreflectometer.

The reflective media shall be capable of flowing freely through dispensing equipment in any weather suitable for marking the pavement.

**Page 12-1, Subarticle 1205-2(B) Material Qualifications**, line 9, add the following:

All “hot spray” thermoplastic manufacturers must be prequalified. In order to be prequalified, all “hot spray” Thermoplastic Pavement Marking manufacturers must have their material installed on the NTPEP test deck.

**Page 12-6, Subarticle 1205-4(A)(3) Applicator Storage Kettle**, delete lines 31-33, add the following:

Handliners shall not be allowed.

Use application equipment that provides multiple width settings ranging from 4 inches to 12 inches and multiple thickness settings to achieve a minimum 50 mil thickness in one pass.

**Page 12-7, Subarticle 1205-4(C) Application**, lines 2-5, delete the first paragraph and replace with the following:

All thermoplastic markings shall be of the hot, machine applied type. Application shall be accomplished by spraying methods only.

**Page 12-7, Subarticle 1205-4(C) Application**, lines 31-32, delete the last paragraph and replace with the following:

Produce a cross-sectional thickness of hot spray thermoplastic markings for long line markings only with a minimum thickness of 50 mils without reflective media or a minimum thickness of 55 mils with reflective media.

Extruded type thermoplastic shall not be sprayed.

The cross-sectional thickness of all "hot sprayed" thermoplastic markings above the surface of the existing pavement shall be no more than 60 mils.

The manufacturer of that material shall certify that the Contractor is trained to place the material. At least one member of each crew working on this project shall have completed this training. The Contractor shall furnish the Engineer written confirmation of this training from the material manufacturer prior to beginning the work.

If the hot sprayed thermoplastic is to be placed over milled-in rumble strips, the Contractor shall ensure that all debris is removed after milling and the surface is thoroughly cleaned to ensure optimum adhesion between the surface and the hot sprayed thermoplastic.

**Page 12-12, Article 1205-10 Measurement and Payment**, add the following:

*Hot Spray Thermoplastic Pavement Marking Line, \_\_" Width, \_\_ mils Thick* will be measured and paid as the actual number of linear feet of pavement marking lines satisfactorily placed and accepted by the Engineer. The quantity of solid lines will be the summation of the linear feet of solid line measured end-to-end of the line. The quantity of skip or broken lines will be the summation of the linear feet derived by multiplying the nominal length of a line by the number of marking lines satisfactorily placed. Such prices and payment will be full compensation for all work covered by this section including, but not limited to, furnishing, surface preparation, reapplication of molten pavement marking crossed by a vehicle, and removal of all pavement marking materials spilled on the roadway surface.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Hot Spray Thermoplastic Pavement Marking Lines, __", __mils	Linear Foot

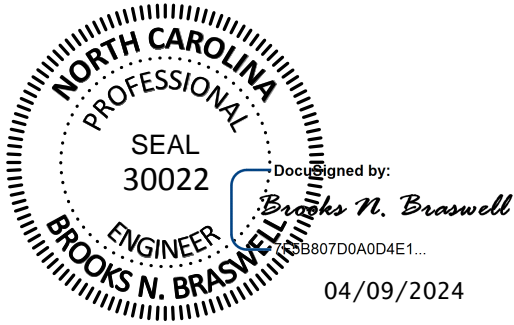
# TC-1

B-5610 DETOUR RESURFACING

DARE COUNTY

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

Special Provision	Page
WZTC Traffic Control General Requirements	TC-2
Resurfacing Operations	TC-8
Pavement Markings and Markers	TC-9



## TC-2

B-5610 DETOUR RESURFACING

DARE COUNTY

### WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS

#### TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13) (Rev. 12-08-20) (Rev. 02-18-21) (Rev. 11-13-23) (Rev. 03-27-24) RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01, 1135.01 and 1180.01 of the *Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer. If applicable, maintain existing pedestrian facilities in accordance with *Pedestrian Accommodation at Curb Ramp Work Locations*, found elsewhere in this Contract.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching, resurfacing, curb ramp work, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when

## TC-3

B-5610 DETOUR RESURFACING

DARE COUNTY

weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, the operation shall consist of the vehicles and devices as shown on Roadway Standard Drawing No. 1101.02, Sheet 14 or 15, of the *Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

### **PAVING OPERATIONS:**

#### **1) Paving Lift Requirements and Time Limitations:**

For paving lifts of 2 inches or less, bring all newly resurfaced lanes to the same station and elevation within 72 hours. If not brought up to the same station and elevation within 72 hours, the Contractor shall place portable UNEVEN PAVEMENT signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable UNEVEN PAVEMENT signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included as part of the *Temporary Traffic Control* contract pay item.

For paving lifts greater than 2 inches, bring all newly resurfaced lanes to the same station and elevation by the end of each work day unless the Contractor utilizes the notched wedge paving methods as described below.

#### **Failure to comply with the following requirements will result in a suspension of all other operations until all lanes of traffic are brought to the same station and elevation:**

1. During paving operations, any paving lift greater than 2 inches for asphalt surface course mixes shall be mitigated by having an approved wedge apparatus on the paver that shapes the edge 1 inch vertically and the remaining at a maximum slope steepness of 2:1. For intermediate and base course mixes, use an approved wedge device that shapes the edge with a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3 inches.
2. At the end of the work day, the Contractor shall place portable UNEVEN PAVEMENT signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable UNEVEN PAVEMENT signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included as part of the *Temporary Traffic Control* contract pay item.

## TC-4

B-5610 DETOUR RESURFACING

DARE COUNTY

3. In the next day's paving operation and not to exceed 72 hours, the Contractor shall bring up the adjacent lane to the same station and elevation before any further paving takes place on the project.

### 2) Asphalt Surface Treatments (AST)

For AST Operations, there is no drop-off condition to be signed. Stationary LOOSE GRAVEL and UNMARKED PAVEMENT signs shall replace LOW/SOFT SHOULDER signs. For placement and spacing of these signs, see the Signing Detail Sheet. All other advance warning signs are to be portable mounted. These signs are included as part of the *Temporary Traffic Control* contract pay item.

### 3) Fine Milling/Microsurfacing (Depths less than 1")

For fine milling operations less than 1", paving is not required in the same work period. The paving of the fine milled area is to be conducted within the next work period and not to exceed 72 hours. No advance warning signs are necessary for these conditions unless the paving operations exceed 72 hours. If this occurs, install portable UNMARKED PAVEMENT signs. These signs are incidental to the other items of work included as part of the *Temporary Traffic Control* contract pay item.

### 4) Shoulder Drop-Off Requirements

Whenever paving operations create an edge of pavement drop-off greater than 2 inches, within 72 hours, the Contractor shall backfill at a 6:1 slope from the edge and finished elevation of the pavement that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limits less than 45 mph.

Backfill the edge of pavement drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be paid as *Aggregate Shoulder Borrow* or *Borrow Excavation* in accordance with the *Shoulder Reconstruction Per Shoulder Mile* special provision found elsewhere in the contract. If the *Shoulder Reconstruction Per Shoulder Mile* special provision is not included in the contract, the work of pavement drop-off repair as described above will be paid as extra work in accordance with Article 104-7.

### **PROJECT REQUIREMENTS:**

Failure to comply with the following requirements will result in a suspension of all other



## TC-5

B-5610 DETOUR RESURFACING  
operations:

DARE COUNTY

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. If applicable, the Contractor shall also submit a description of how pedestrian access will be maintained during any curb ramp work. Refer to *Pedestrian Accommodation at Curb Ramp Work Locations*, found elsewhere in this Contract, for pedestrian maintenance requirements.
2. The temporary use of portable concrete barrier and the need for any long-term temporary traffic patterns are not anticipated and are not covered by this provision. If the Engineer determines there is a need, then coordinate with the Work Zone Traffic Control Section at 919-814-5000.
3. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
4. If Lane Closure Restrictions apply, see Intermediate Contract Times and Liquidated Damages special provision.
5. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
6. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing No 1101.02, Sheets 10 & 11, unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour according to Standard Drawing No 1101.02, Sheets 12 & 13, at no additional cost to the department.
7. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install portable signs to warn drivers of the conditions. These are to include, but not limited to ROUGH ROAD (W8-8), UNEVEN LANES (W8-11), and GROOVED PAVEMENT (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits of 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included as part of the *Temporary Traffic Control* contract pay item.

### **WORK ZONE SIGNING:**

#### **Description**

Install advance/general warning work zone signs according to the Detail Drawing provided in these

## TC-6

B-5610 DETOUR RESURFACING

DARE COUNTY

plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *Standard Specifications*.

### **(A) Installation**

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the *Standard Specifications* within 3 to 12 full working days prior to installation.

Install Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than 7 calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing(s) unless otherwise directed by the Engineer. The signs as shown on the detail drawing(s) are all that are required for a contractor to begin a resurfacing contract. Any additional signs requested by the Engineer shall be installed within 7 business days of the start of contract work. All sign locations are to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Article 104-7.

No stationary -Y- Line advance warning signage is required unless there is more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

### **(B) Sign Removal**

Once Maps on the Project are substantially complete, it is acceptable practice to remove the Stationary Work Zone Signs in lieu of waiting until all of the Maps are completed on the Project. A Map is substantially complete when the resurfacing operations are finished and the shoulders are brought up to the same elevation as the proposed pavement and when pavement markings (paint) are installed along the centerline and edge lines. The final pavement markings (ex.

## TC-7

B-5610 DETOUR RESURFACING

DARE COUNTY

Thermoplastic/Polyurea) or pavement markers (Raised/Snowplowable) do not have to be installed for Maps to be considered substantially complete. Final pavement marking/markers are installed with portable signing according to Roadway Standard Drawing 1101.02, Sheets 14 & 15. Any remaining punch list items requiring traffic control are compensated as part of the *Temporary Traffic Control* contract pay item.

**Stationary Work Zone Sign removal is a condition of final project acceptance.**

### **(C) Lane Closure Work Zone Signs**

Install any required lane closure signing needed during the life of the project in accordance with Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *Roadway Standard Drawings*. Any required portable signs for lane closures are compensated as part of the *Temporary Traffic Control* contract pay item.

### **MEASUREMENT AND PAYMENT:**

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, portable traffic signals, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles for the sole purpose of maintaining vehicular traffic will be paid at the contract lump sum price for *Temporary Traffic Control*.

The *Temporary Traffic Control* pay item does not include work zone advance or general warning signs.

The *Temporary Traffic Control* pay item does not include Pedestrian Channelizing Devices and applicable signs, Audible Warning Devices, Temporary Curb Ramps, or a Pedestrian Transport Service required for the sole purpose of maintaining pedestrian movements. Refer to *Pedestrian Accommodation at Curb Ramp Work Locations*, found elsewhere in this Contract, for measurement and payment information for these items.

Partial payments for *Temporary Traffic Control* will be made as follows: The cumulative total of the lump sum price for temporary traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow boards and message boards beyond those shown in the contract, detail drawings or *Roadway Standard Drawings* required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limited to, furnishing, locating, installing, covering, uncovering and

## TC-8

B-5610 DETOUR RESURFACING

DARE COUNTY

removing stationary signs will be measured for each required sign and paid at the contract price for *Work Zone Advance/General Warning Signing (SF)*. Payment for *Work Zone Advance/General Warning Signing* will be limited to a maximum of 90% of the total installed quantity. The remaining 10% will be paid once all signs have been removed.

The Lump Sum price for *Temporary Traffic Control* will include the work of 4 flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for *Temporary Traffic Control* will include the work of five (5) flaggers. The operator of a pilot vehicle will be considered one of the five flaggers.

Any additional flagging beyond the included amount covered in the *Temporary Traffic Control* pay item will be considered supplemental flagging and compensated at a rate of \$35.00 per hour for each additional flagger as approved by the Engineer. The minimum measurement for each additional flagger will be 4 hours, even if the actual additional flagger hours are less than 4 hours.

Payment will be made under:

**Pay Item**

Temporary Traffic Control  
Work Zone Advance/General Warning Signing

**Pay Unit**

Lump Sum  
Square Foot

**RESURFACING OPERATIONS:**

(7-15-14) (11-13-23) RWZ-2

Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in the order as agreed upon with the Engineer at the first pre-construction meeting. Refer to the Provisions, Typicals and Details unless otherwise directed by the Engineer.

Notify the Engineer 15 consecutive calendar days before resurfacing a bridge or its approaches. Patch and make repairs to bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Engineer.

Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back

## TC-9

B-5610 DETOUR RESURFACING

DARE COUNTY

by the end of each work day. For Partial or wheel track milling operation on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following options are available during Resurfacing and milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

The following options are available during Resurfacing and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.

Slope the pavement at the beginning and end of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace it with patch material as directed by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicular access in accordance with Section 1101-05 of the *Standard Specifications* using suitable backfill material approved by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *Standard Specifications*.

### **Milled Rumble Strips**

When utilized, milled rumble strips shall be installed in accordance with the *Standard Specifications* and the Roadway Standard Drawing 665.01.

### **PAVEMENT MARKINGS AND MARKERS:**

(7-15-14) (11-13-23) RWZ-3

### **Markings: All Facilities**

Pavement markings shall be installed in accordance with Standard Drawings 1205.01 through 1205.15 of the *Roadway Standard Drawings* and Section 1205 of the *Standard Specifications* with the exception of the following changes underlined in Table 1205-1 in Subarticle 1205-3(D):

- (D) Time Limitations for Replacement

# TC-10

B-5610 DETOUR RESURFACING

DARE COUNTY

<b>TABLE 1205-1 TIME LIMITATIONS FOR REPLACEMENT</b>		
<b>Facility Type</b>	<b>Marking Type</b>	<b>Replacement Deadline</b>
Full-control-of-access multi-lane roadway (4 or more total lanes) and ramps, including Interstates	All markings	By the end of each workday's operation if the lane is opened to traffic
Multi-lane roadways (3 or more lanes) and ramps	Center Line, Lane Line, Railroad symbols, Stop bars, school symbols and <u>crosswalk markings</u>	By the end of each workday's operation if the lane is opened to traffic (temporary paint with beads may be used)
	Edge Lines, gore lines and all other symbols	By the end of the 3rd calendar day after obliteration
Two-lane, two-way roadways	All centerline markings, railroad, Stop bars, school symbols and <u>crosswalk markings</u>	By the end of the 5th calendar day after obliteration
	Edge Lines and all other symbols	By the end of the <u>30th</u> calendar day after obliteration

Prior to placing pavement marking material on concrete surfaces that are diamond ground, use an acceptable method to grind ridges smooth only where pavement marking will be installed.

Type 3 Cold Applied Plastic may be used in lieu of Type 2 Cold Applied Plastic. If Type 3 Cold Applied Plastic is used, it shall be paid for using the Type 2 Cold Applied Plastic pay item.

Unless otherwise specified, Heated-in-Place Thermoplastic may be used in lieu of Extruded Thermoplastic for stop bars, symbols, characters and diagonals. If Heated-in-Place Thermoplastic is used, it shall be paid for using the Extruded Thermoplastic pay item.

Unless otherwise specified, Heated-in-Place Thermoplastic may be used in lieu of Cold Applied Plastic for stop bars, symbols, characters and diagonals on asphalt or concrete roadways. If Heated-in-Place Thermoplastic is used, it shall be paid for using the Cold Applied Plastic pay item.

# TC-11

B-5610 DETOUR RESURFACING

DARE COUNTY

## **Markers: All Facilities**

Remove existing pavement markers in preparation for paving. Repair any pavement damage due to existing pavement marker removal prior to the end of the work day. Dispose of existing pavement markers as directed by the Engineer. No direct payment will be made for this work as it will be incidental to the paving operation.

Install permanent pavement markers within 60 calendar days after completing the resurfacing on each map. Pavement markers shall be installed in accordance with Standard Drawing 1205.12 and Standard Drawings 1250.01 through 1253.01 of the *Roadway Standard Drawings* and Sections 1250 through 1253 of the *Standard Specifications*.

## **Markings and Markers: All Facilities**

Review and record the existing pavement markings and markers before resurfacing. Re-establish the new pavement markings and markers using the record of existing markings in conjunction with the *Roadway Standard Drawings*. Unless otherwise directed by the Engineer, new pavement markings not meeting the current standards should be updated to the *Roadway Standard Drawings*. Have existing or proposed passing zones reviewed by the engineer before installation. Submit the record of the existing pavement markings seven calendar days before the obliteration of any pavement markings.

Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season. If the Contractor begins any map and does not complete within the seasonal restrictions, including placement of final pavement markings or permanent markers, the Contractor shall be responsible for, at his expense, Paint in accordance with Article 1205-08 and Temporary Markers in accordance with Section 1251 of the *Standard Specifications*.

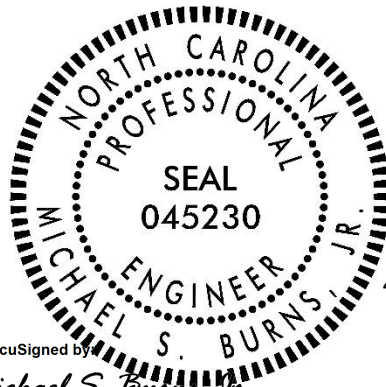
# TC-12

B-5610 BRIDGE REPLACEMENT

DARE COUNTY

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

Special Provision	Page
ADA Compliant Pedestrian Traffic Control Devices	TC-13
Pedestrian Transport Service	TC-14



DocuSigned by  
*Michael S. Burns, Jr.*  
D425C8CC006F437...



# TC-13

B-5610 BRIDGE REPLACEMENT

DARE COUNTY

## **ADA COMPLIANT PEDESTRIAN TRAFFIC CONTROL DEVICES:**

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

### **Description**

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

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

### **Construction Methods**

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

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

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

### **Measurement and Payment**

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

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

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

# TC-14

B-5610 BRIDGE REPLACEMENT

DARE COUNTY

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Pedestrian Channelizing Devices	Linear Foot
Audible Warning Devices	Each

## **PEDESTRIAN TRANSPORT SERVICE:**

(09/07/2018)

### **Description**

The Contractor shall provide a Pedestrian Transport Service through and/or around the project when a traversable, firm, stable, and slip-resistant path for pedestrians cannot be maintained through the work area. At minimum, the Pedestrian Transport Service shall be on-call between the hours of 7:00 a.m. and 8:00 p.m. Monday thru Sunday, and operate at no-cost to the users.

### **Construction Methods**

The Contractor shall enlist the services of a registered, licensed, and insured transportation service (which may include ride-sharing or taxi services) during the times listed above.

The Pedestrian Transport Service shall operate on an on-call basis with wait times not exceeding 15 minutes. Pedestrians shall be able to request a ride by calling or text messaging a conspicuously posted number using standard cellular phone. The posted number shall either automatically dispatch a transport vehicle to the pedestrian's location, or shall connect to a responsible individual who can manually dispatch a transport vehicle to the pedestrian's location.

Solely requiring pedestrians to use a third-party cellular phone application (smart phone app) to dispatch the transport vehicle shall be considered non-compliant with this section, but offering a smart phone app to directly dispatch the service is encouraged as a supplement to the posted number.

Pedestrians shall not be required to present any form of payment for the service, and shall not be required to provide any form of identification other than their name.

The Contractor shall install notification signage and Audible Warning Devices at pedestrian path closure points to notify pedestrians of the Pedestrian Transport Service, instruct them how to

# TC-15

B-5610 BRIDGE REPLACEMENT

DARE COUNTY

dispatch the service (by either texting or calling the posted number), and where to wait. Both the Audible Warning Devices and notification signage shall convey the same message and be approved by the Engineer.

The Pedestrian Transport Service shall operate at a prudent speed and have designated, safe, accessible, and traversable areas for pedestrians to wait for the pedestrian transport vehicle. There shall be a location for the Pedestrian Transport Service to safely pull the transport vehicle off the roadway traffic lane or into a closed traffic lane to load or unload passengers. Pedestrians with ADA needs shall not be unloaded in a location where the surface or facility is not accessible or traversable.

If flaggers are present on the job, the flaggers shall direct pedestrians to use the Pedestrian Transport Service to pass through or around the work zone.

## Measurement and Payment

*Pedestrian Transport Service* will be measured and paid as the actual number of completed trips provided to pedestrians. Multiple pedestrians transported using a single trip will be paid as a single trip. No direct payment will be made for the responsible individual dispatching the vehicle the smart phone app, pedestrian loading and unloading areas, or notification signage as these items will be considered incidental to the Pedestrian Transport Service.

*Audible Warning Devices* will be measured and paid under the ADA Compliant Pedestrian Traffic Control Devices special provision.

Payment will be made under:

### Pay Item

### Pay Unit

Pedestrian Transport Service

Each

PROJECT SPECIAL PROVISIONS  
Utility Construction



Raleigh - Corporate  
T 919.380.8750  
F 919.380.8752

223 S. West Street  
Suite 1100  
Raleigh, NC 27603

4/30/2024

DocuSigned by  
*Michael S. Byrnes, Jr.*  
D425C8CC006E437  
**DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED**

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

The utility owner is the Dare County Water Department. The contact person is William Nash, and he can be reached by phone at (252) 475-5606.

The provisions contained within these Utilities Construction Project Special Provisions modify the *Standard Specifications* only for materials used and work performed constructing water or sewer facilities owned by Dare County Water Department.

**COOPERATION WITH THE UTILITY OWNER**

Revise the 2024 *Standard Specifications* as follows:

**Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner**, in Line 18, delete the words “one week” and insert the following:

“two weeks”.

**Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 3:** add the following sentences:

“Dare County shall open and close all valves.”

**Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, after paragraph 4:**  
add the following sentences:

“Approval from Dare County Water Department has been received to isolate the existing waterline from the system during construction of proposed bridge. Maintain coordination with Dare County Water Department to ensure water service is not interrupted to existing customers. Prior to completion of final grading operations, the proposed waterline must be constructed and placed into service as specified in these Special Provisions and the *Standard Specifications*.”

**SUBMITTALS AND RECORDS**  
**(9-5-23)**

Revise the 2024 *Standard Specifications* as follows:

**Page 15-2, Article 1500-7 SUBMITTALS AND RECORDS, line 30,** add after the last sentence of the third paragraph the following:

“Provide the utility owner and the engineer of record with a digital CAD (.DWG) file of the surveyed as-builts of the installed utility. The digital as-builts shall include notions of the size and type of material installed; GPS coordinated of all fittings, utility controls, and the horizontal and vertical locations of the piping, including depths of cover. Provide color photographs for all tee and valve connections and fire hydrant assemblies prior to placing any backfill. Photographs shall be numbered and keyed to the appropriate location on the as-builts drawings. Provide boring logs from the trenchless installations.”.

**LOCATING AND MARKING**

Revise the 2024 *Standard Specifications* as follows:

**Page 15-2, Sub-article 1500-8 Locating and Marking,** in Line 35, after the word “pipelines.” add the following sentence:

“Allow Dare County to conduct the continuity test once tracer wires are installed.”.

**CONSTRUCTION METHODS (B) TESTING AND STERILIZATION**

Revise the 2024 *Standard Specifications* as follows:

**Page 15-6, Sub-article 1510-3 Construction Methods, (B) Testing and Sterilization,** in Line 27, after the word “sterilization.” add the following sentence:

“Perform the pressure test, chlorination, and flushing of all new waterlines in the presence of a Dare County representative.”.

**Page 15-7, Sub-article 1510-3 Construction Methods, (B) Testing and Sterilization,** in Line 3, delete the sentence “Provide certified bacteriological and contaminant test results from a state-approved or state-certified laboratory.” and insert the following sentence:

“Certified bacteriological and contaminant test will be performed by Dare County.”

**Page 15-7, Sub-article 1510-3 Construction Methods, (B) Testing and Sterilization**, in Line 7, before the words “Dispose of waste.” insert the following sentence:

“A 2” or greater temporary blow off shall be installed for the purpose of discharging super-chlorinated water. All discharge shall be dechlorinated prior to disposal by the contractor.”

PROJECT SPECIAL PROVISIONS

## Utilities by Others



Raleigh - Corporate  
T 919.380.8750  
F 919.380.8752

223 S. West Street  
Suite 1100  
Raleigh, NC 27603

**General:**

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

- A) Charter - Communications
- B) Brightspeed – Communications
- C) Cape Hatteras Electric Cooperative – Power (Distribution)

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

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

**Utilities Requiring Adjustment:**

Utility relocations are shown on the Utilities by Others Plans.

- A) Charter – Communications
  - 1) Contact person for Charter is Mr. Wilbur Haynes at 252-489-1194
- B) Brightspeed – Communications
  - 1) Contact person for Brightspeed is Mr. Rod Medlin at 252-321-0586
- C) Cape Hatteras Electric Cooperative – Power (Distribution)
  - 1) Cape Hatteras Electric Cooperative will install new utility poles and hang existing aerial line to new utility poles as well as existing utility poles to remain as indicated in the plans within the project limits prior to the date of availability.
  - 2) Cape Hatteras Electric will deenergize the electric lines in the span adjacent to the bridge and the next sequential span each direction for the duration of the bridge construction. Cape Hatteras Electric Cooperative requires a 2 week notice by the contractor to deenergize the aerial lines.
  - 3) Contact person for Cape Hatteras Electric Cooperative is Mr. Mark Rhyne at 252-995-5616

**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:**

**(East)**

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.

All Roadway Areas

**March 1 - August 31**

50#	Tall Fescue
10#	Centipede
25#	Bermudagrass (hulled)
500#	Fertilizer
4000#	Limestone

**September 1 - February 28**

50#	Tall Fescue
10#	Centipede
35#	Bermudagrass (unhulled)
500#	Fertilizer
4000#	Limestone

Waste and Borrow Locations

**March 1 – August 31**

75#	Tall Fescue
25#	Bermudagrass (hulled)
500#	Fertilizer
4000#	Limestone

**September 1 - February 28**

75#	Tall Fescue
35#	Bermudagrass (unhulled)
500#	Fertilizer
4000#	Limestone

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer’s request.



## 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	

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from 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**

**(East)**

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation 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.

<b>March 1 - August 31</b>		<b>September 1 - February 28</b>	
18#	Creeping Red Fescue	18#	Creeping Red Fescue
6#	Indiangrass	6#	Indiangrass
8#	Little Bluestem	8#	Little Bluestem
4#	Switchgrass	4#	Switchgrass
25#	Browntop Millet	35#	Rye Grain
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	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*.

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

**CRIMPING STRAW MULCH:**

Crimping shall be required on this project adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six feet of the edge of pavement, straw is to be applied and then crimped. After the crimping operation is complete, an additional

application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8".

**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. Sweet Sudan Grass, 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 on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. 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 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas 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*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding 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 4 inches.

**LAWN TYPE APPEARANCE:**

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones  $\frac{3}{4}$ " and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

**HIGH QUALITY WATERS:****Description**

The Slash has been identified as high quality waters. This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the High Quality Water Zone and as designated by the Engineer. The High Quality Water Zones are identified on the plans as Environmentally Sensitive Areas. This also requires special procedures to be used for seeding and mulching and staged seeding.

The High Quality Water Zone/Environmentally Sensitive Area shall be defined as a 50-foot buffer zone on both sides of the stream measured from top of streambank.

**Construction Methods**

## (A) Clearing and Grubbing

In areas identified as High Quality Water Zones/Environmentally Sensitive Areas, the Contractor may perform clearing operations, but not grubbing operations until immediately prior to beginning grading operations as described in Article 200-1 of the *Standard Specifications*. Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

## (B) Grading

Once grading operations begin in identified High Quality Water Zones/ Environmentally Sensitive Areas, work shall progress in a continuous manner until complete. All construction within these areas shall progress in a continuous manner such that each phase is complete and areas are permanently stabilized prior to beginning of next phase. Failure on the part of the Contractor to complete any phase of construction in a continuous manner in High Quality Water Zones/ Environmentally Sensitive Areas will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the *Standard Specifications*.

## (C) Temporary Stream Crossings

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-12 of the *Standard Specifications*.

## (D) Seeding and Mulching

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.

Seeding and mulching shall be performed on the areas disturbed by construction immediately following final grade establishment. No appreciable time shall lapse into the

contract time without stabilization of slopes, ditches and other areas within the High Quality Water Zones/Environmentally Sensitive Areas.

(E) Stage Seeding

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height measured along the slope, or greater than 2 acres in area. Each stage shall not exceed the limits stated above.

Additional payments will not be made for the requirements of this section, as the cost for this work shall be included in the contract unit prices for the work involved.

**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 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.

**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:

<b>Pay Item</b>	<b>Pay Unit</b>
Safety Fence	Linear Foot

### **FLOATING TURBIDITY CURTAIN:**

#### **Description**

This work consists of furnishing a *Floating Turbidity Curtain* to deter silt suspension and movement of silt particles during construction. The floating turbidity curtain shall be constructed at locations as directed.

#### **Materials**

The curtain material shall be made of a tightly woven nylon, plastic or other non-deteriorating material meeting the following specifications:

<b>Property</b>	<b>Value</b>
Grab tensile strength	*md-370 lbs *cd-250 lbs
Mullen burst strength	480 psi
Trapezoid tear strength	*md-100 lbs *cd-60 lbs
Apparent opening size	70 US standard sieve
Percent open area	4% permittivity 0.28 sec-1

\*md - machine direction

\*cd - cross machine direction

In the event that more than one width of fabric is required, a 6" overlap of the material shall also be required.

The curtain material shall be supported by a flotation material having over 29 lbs/ft buoyancy. The floating curtain shall have a 5/16" galvanized chain as ballast and dual 5/16" galvanized wire ropes with a heavy vinyl coating as load lines.

### **Construction Methods**

The Contractor shall maintain the *Floating Turbidity Curtain* in a satisfactory condition until its removal is requested by the Engineer. The curtain shall extend to the bottom of the jurisdictional resource. Anchor the curtain according to manufacturer recommendations.

### **Measurement and Payment**

*Floating Turbidity Curtain* will be measured and paid for as the actual number of square yards of curtain furnished as specified and accepted. Such price and payment will be full compensation for the work as described in this section including but not limited to furnishing all materials, tools, equipment, and all incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Floating Turbidity Curtain	Square Yard

### **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 the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

### **Maintenance and Removal**

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

### **Measurement and Payment**

*Concrete Washout Structure* will be paid for per each enclosure installed in accordance with the details. If alternate details or commercially available devices are approved, then those devices will also be paid for per each approved and installed device.

*Temporary Silt Fence* will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

*Safety Fence* shall be measured and paid for as provided elsewhere in this contract.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

**Pay Item**

Concrete Washout Structure

**Pay Unit**

Each

**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 by the Engineer. 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 by the Engineer. 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

### **FABRIC INSERT INLET PROTECTION**

(1-1-24)

#### **Description**

Install, maintain, and remove Fabric Insert Inlet Protection, of the type specified, in inlet structures (catch basins, drop inlets, etc.) in areas where asphalt or concrete may prevent the proper installation of a Rock Inlet Sediment Traps Type C, or as directed by the Engineer.

#### **Materials**

Provide a fabric inlet protection device composed of a fitted woven polypropylene geotextile double sewn with nylon thread suspended sack. The Fabric Insert Inlet Protection shall be manufactured to fit the opening of the catch basin or drop inlet or shall have a deflector to direct runoff from the curb opening into the fabric sack. The Fabric Insert Inlet Protection shall have a rigid frame or support system to support the loaded weight of the product. The product shall have lifting loops for removing the device from the basin and will have dump straps attached at the bottom to facilitate the emptying of the device. The Fabric Insert Inlet Protection shall have an

overflow system to allow stormwater to enter the inlet structure and avoid ponding on the roadway when the device reaches capacity.

The fitted filter assembly shall have the following physical properties:

Type 1 (High Flow):

Physical	Test Method	English
Grab Tensile	ASTM D-4632	255 x 275 lbs
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	420 PSI
Minimum UV Resistance	ASTM D-4355	70 %.
Flow Rate	ASTM D-4491	200 gal/min/ft <sup>2</sup>
Apparent Opening	ASTM D-4751	20 US Sieve
Permittivity	ASTM D-4491	1.5 sec <sup>-1</sup>

Type 2 (Low Flow):

Physical	Test Method	English
Grab Tensile	ASTM D-4632	315 x 300 lbs
Grab Elongation	ASTM D-4632	15 x 15 %
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	650 PSI
Minimum UV Resistance	ASTM D-4355	70 %.
Flow Rate	ASTM D-4491	40 gal/min/ft <sup>2</sup>
Apparent Opening	ASTM D-4751	40 US Sieve
Permittivity	ASTM D-4491	0.55 sec <sup>-1</sup>

### Construction Methods

Strictly adhere to the manufacturer's installation instructions and recommendations. Maintenance shall include regular daily inspections and after each qualifying rain event. The Fabric Insert Inlet Protection shall be emptied, cleaned and placed back into the basin when it reaches 50% capacity or as directed by the Engineer.

### Measurement and Payment

*Fabric Insert Inlet Protection, Type \_\_* will be measured and paid in units of each of the type specified, complete in place and accepted. Such payment shall be full compensation for furnishing and installing the *Fabric Insert Inlet Protection, Type \_\_* in accordance with this specification and for all required maintenance.

*Fabric Insert Inlet Protection Cleanout* will be measured and paid in units of each for the maintenance of the device, cleanout and disposal of accumulated sediments.

B-5610

# EC-16

Dare County

Payment will be made under:

**Pay Item**

**Pay Unit**

Fabric Insert Inlet Protection, Type \_\_\_

Each

Fabric Insert Inlet Protection Cleanout

Each

Project Special Provisions  
Structures

Table of Contents

	<u>Page No.</u>
Concrete Wearing Surface (9-15-23) -----	ST-2
Securing of Vessels (10-12-01) -----	ST-3
Falsework and Formwork (11-30-23) -----	ST-4
Submittal of Working Drawings (11-30-23) -----	ST-9
Crane Safety (6-20-19) -----	ST-15
Grout for Structures (12-1-17) -----	ST-16
Asbestos Assessment (11-30-23) -----	ST-17



DocuSigned by:  
*Jeffrey C. Wilson* 4/8/2024  
844D3D599F4642A...



**CONCRETE WEARING SURFACE****(09-15-23)****GENERAL**

This Special Provision governs materials, forming, and all other related work in the construction of a reinforced concrete wearing surface in accordance with applicable parts of the *Standard Specifications*, the details shown on the plans, and as outlined in these Special Provisions.

**MATERIALS**

Unless otherwise noted on the plans, use class AA concrete and a coarse aggregate gradation of 78M. The Class AA concrete shall contain fly ash or ground granulated blast furnace slag at the substitution rate specified in Article 1024-1 and in accordance with Articles 1024-5 and 1024-6 of the *Standard Specifications*. Place the wearing surface according to the grades, thicknesses and cross sections shown on the plans.

**PREPARATION OF SURFACE**

Prepare all surfaces to be overlaid using the equipment specified herein and prior to placing the epoxy coated reinforcing steel. Additionally, clean the surface within 48 hours prior to placing the overlay unless otherwise approved.

Thoroughly soak the cleaned surface for at least 12 hours prior to placing the concrete wearing surface. While soaking the surface, cover it with a layer of white opaque polyethylene film that is at least 4 mils thick. Immediately prior to placing the concrete wearing surface, remove standing water from the surface.

**EQUIPMENT**

Prior to beginning any work, obtain approval for all equipment to be used for deck preparation, placing, finishing, and curing the concrete wearing surface.

For surface preparation, use sandblasting or pressure washing equipment capable of removing all foreign matter. If using high pressure water blast, a minimum nozzle pressure of 3,000 psi is required.

**PLACING AND FINISHING**

Follow the placing, finishing, and curing requirements of Article 420-14 (A) and (B) of the *Standard Specifications*. Construction Joints other than those shown on the plans are not permitted.

**LIMITATIONS OF OPERATIONS**

The requirements of Article 420-20 of the *Standard Specifications* will apply to placing vehicles and construction equipment on the finished concrete wearing surface.

Use insulation that meets the requirements of Article 420-7(C), and if required, place it on the concrete wearing surface as soon as the initial set permits.

### **MEASUREMENT AND PAYMENT**

The quantity for which payment is made will be that quantity shown in square feet on the plans. Where the plans have been revised, the quantity to be paid for will be the quantity shown on the revised plans.

*Concrete Wearing Surface* will be paid by the unit bid price per square foot which will be full compensation for all work covered by this Special Provision and applicable parts of the *Standard Specifications*, but not limited to furnishing and placing concrete, epoxy coated reinforcing steel, joint filler and sealer, deck drains, bridge scuppers, and any other material; erecting and removing all forms, curing concrete, protecting concrete in wind, rain, low humidity, high temperatures or other unfavorable weather.

Payment will be made under:

#### **Pay Item**

#### **Pay Unit**

Concrete Wearing Surface

Square Foot

### **SECURING OF VESSELS**

**(10-12-01)**

#### **1.0 GENERAL**

Secure vessels in accordance with Section 107 of the *Standard Specifications* and the following provision.

When utilizing barges, tugboats or other vessels, take all necessary precautions to ensure that such vessels are securely anchored or moored when not in active operation. Take all necessary measures to ensure that the vessels are operated in a manner that avoids damage to or unnecessary contact with bridges and other highway structures and attachments. If severe weather conditions are anticipated or should be anticipated through reasonable monitoring of weather forecasts, take additional measures to protect bridges and other highway structures and attachments from extreme conditions. The Contractor is strictly liable for damages to any bridge or other highway structures or attachments caused by a vessel owned or controlled by the Contractor. The Contractor is also liable to third parties for property damages and loss of revenue caused by vessels under the Contractor's control.

#### **2.0 MEASUREMENT AND PAYMENT**

No separate payment will be made for *Securing of Vessels*.

**FALSEWORK AND FORMWORK****(11-30-23)****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.

**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.

**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.

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.

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.

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		
---------	----	--------	----	--	--

**(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.

**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.

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.

**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.

**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.

**SUBMITTAL OF WORKING DRAWINGS****(11-30-23)****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.

#### 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:

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  
[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov)

Secondary Structures Contacts: Emmanuel Omile (919) 707 – 6451  
[ecomile@ncdot.gov](mailto:ecomile@ncdot.gov)

Madonna Rorie (919) 707 – 6508  
[mrorie@ncdot.gov](mailto:mrorie@ncdot.gov)

Eastern Regional Geotechnical Contact (Divisions 1-7):

Thomas Santee (919) 920-8901  
[tgsantee@ncdot.gov](mailto:tgsantee@ncdot.gov)

Western Regional Geotechnical Contact (Divisions 8-14):

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

**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”
Falsework & Forms <sup>2</sup> (substructure)	Y	N	Article 420-3 & “Falsework and Formwork”

B-5610

**ST-13**

Dare County

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 <sup>4,5</sup>	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
<hr/>			
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”
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  Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____”
Temporary Detour Structures	Y	Y	
TFE Expansion Bearings <sup>4</sup>	Y	N	Article 1072-8

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

**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 <sup>2,3</sup>	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.

**CRANE SAFETY****(6-20-19)****GENERAL**

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

- (A) **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.
- (B) **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.
- (C) **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- (D) **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.

#### MEASUREMENT AND PAYMENT

No direct payment will be made for *Crane Safety*. All costs shall be considered incidental to items for which direct payment is made.

#### GROUT FOR STRUCTURES

(12-1-17)

#### GENERAL

This Special Provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This Special 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 Special Provision.

#### MATERIAL REQUIREMENT

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.

#### **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.

#### **MEASUREMENT AND 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.

#### **ASBESTOS ASSESSMENT**

**(11-30-23)**

#### **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

#### **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.

### **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 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

### **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

**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>

**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
State Dredge and Fill and/or CAMA	Division of Coastal 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. ERIC BOYETTE  
SECRETARY

September 5, 2023

MEMORANDUM TO: Division Environmental and Construction Units  
FROM:  Jason L. Dilday ECAP Eastern Region Group Leader  
Environmental Analysis Unit  
SUBJECT: Environmental Permits for the Replacement of Bridge 8 on NC 12 over  
Slash Creek in Dare County, Division 1, **TIP: B-5610.**

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
NC Division of Coastal Management General Permit	General Permits 07H .2300/.1600	N/A

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/)

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
ENVIRONMENTAL ANALYSIS UNIT  
1598 MAIL SERVICE CENTER  
RALEIGH NC 27699-1598

Telephone: (919) 707-6000  
Customer Service: 1-877-368-4968  
Website: www.ncdot.gov

Location:  
1000 BIRCH RIDGE DRIVE  
RALEIGH NC 27610

# P-3

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

Action Id. SAW-2022-00579 County: Dare County U.S.G.S. Quad: Hatteras

### GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Permittee: Jason Dilday  
NCDOT  
Address: 1598 Mail Service Center  
Raleigh NC, 27699-1598  
Telephone Number: (919) 212-5785

Size (acres) 1 Nearest Town Hatteras  
Nearest Waterway Pamlico Sound River Basin Pamlico  
USGS HUC 03010205 Coordinates Latitude: 35.218255; Longitude: -75.688773

Location description: The project area is located on Bridge #8 over Slash Creek on NC 12 approximately 0.04 miles northwest of the intersection of Islington Court in Hatteras Village in Dare County, North Carolina

Description of projects area and activity: NCDOT proposes to replace an 86' 5 span bridge with a 95' 1 span core slab bridge over Slash Creek in Hatteras Village, Dare County.

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

Authorization: Regional General Permit Number and/or Nationwide Permit Number: RGP 50  
***SEE ATTACHED RGP or NWP GENERAL, REGIONAL AND/OR SPECIAL CONDITIONS***

**Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions and your submitted application and attached information dated March 2, 2023. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.**

This verification will remain valid until the expiration date identified below unless the nationwide and/or regional general permit authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide and/or regional general permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide and/or regional general permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide and/or regional general permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide and/or regional general permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Resources (telephone 919-807-6300) to determine Section 401 requirements.

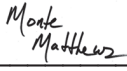
# P-4

SAW-2022-00579

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management in Elizabeth City, NC, at (252) 264-3901.

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State or local approvals/permits.

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact **Kyle Barnes at (910) 251-4584 or Kyle.W.Barnes@usace.army.mil.**

Corps Regulatory Official:  2023.04.12 09:21:07  
-04'00' Date: **April 11, 2023**  
Expiration Date of Verification: **May 25, 2025**

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete our Customer Satisfaction Survey, located online at <https://regulatory.ops.usace.army.mil/customer-service-survey/>

U.S. ARMY CORPS OF ENGINEERS  
WILMINGTON DISTRICT

Action Id. SAW-2022-00579

County: Dare County

NOTIFICATION OF JURISDICTIONAL DETERMINATION

Property Owner/Applicant: NCDOT

Jason Dilday

Address:

1598 Mail Service Center

Raleigh, North Carolina, 27699-1598

Telephone Number:

(919) 212-5785

Size (acres) 1

Nearest Town Hatteras

Nearest Waterway Pamlico Sound

River Basin Pamlico

USGS HUC 03010205

Coordinates Latitude: 35.218255; Longitude: -75.688773

**Location description: The project area is located on Bridge #8 over Slash Creek on NC 12 approximately 0.04 miles northwest of the intersection of Islington Court in Hatteras Village in Dare County, North Carolina.**

**Indicate Which of the Following Apply:**

**A. Preliminary Determination**

There appear to be waters, including wetlands, on the above described property, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). The waters, including wetlands, have been delineated, and the delineation has been verified by the Corps to be sufficiently accurate and reliable. Therefore this preliminary jurisdiction determination may be used in the permit evaluation process, including determining compensatory mitigation. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a preliminary JD will treat all waters and wetlands that would be affected in any way by the permitted activity on the site as if they are jurisdictional waters of the U.S. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). However, you may request an approved JD, which is an appealable action, by contacting the Corps district for further instruction.

There appear to be waters, including wetlands, on the above described property, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). The waters, including wetlands, have been delineated, and the delineation has been verified by the Corps to be sufficiently accurate and reliable. Therefore this preliminary jurisdiction determination may be used in the permit evaluation process, including determining compensatory mitigation. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a preliminary JD will treat all waters and wetlands that would be affected in any way by the permitted activity on the site as if they are jurisdictional waters of the U.S. This preliminary determination is not an appealable action under the Regulatory Program

Administrative Appeal Process (Reference 33 CFR Part 331). However, you may request an approved JD, which is an appealable action, by contacting the Corps district for further instruction.

- There appear to be waters, including wetlands, on the above described property, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). However, since the waters, including wetlands, have not been properly delineated, this preliminary jurisdiction determination may not be used in the permit evaluation process. Without a verified wetland delineation, this preliminary determination is merely an effective presumption of CWA/RHA jurisdiction over all of the waters, including wetlands, at the project area, which is not sufficiently accurate and reliable to support an enforceable permit decision. We recommend that you have the waters of the U.S., including wetlands, on your property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.

**B. Approved Determination**

- There are Navigable Waters of the United States within the above described property subject to the permit requirements of Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403) and Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

- There are waters of the U.S., including wetlands, on the above described property subject to the permit requirements of Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

— We recommend you have the waters of the U.S., including wetlands, on your property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.

— The waters of the U.S., including wetlands, on your property have been delineated and the delineation has been verified by the Corps. We strongly suggest you have this delineation surveyed. Upon completion, this survey should be reviewed and verified by the Corps. Once verified, this survey will provide an accurate depiction of all areas subject to CWA jurisdiction on your property which, unless there is a change in law or our published regulations, may be relied upon for a period not to exceed five years from the date of this notification.

— The waters of the U.S., including wetlands, have been delineated and surveyed and are accurately depicted on the plat signed by the Corps Regulatory Official identified below on \_\_\_\_\_ . Unless there is a change in law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

- There are no waters of the U.S., to include wetlands, present on the above described property which are subject to the permit requirements of Section 404 of the Clean Water Act (33 USC 1344). Unless there is a change in law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.



- The property is located in one of the 20 Coastal Counties subject to regulation under the Coastal Area Management Act (CAMA). You should contact the Division of Coastal Management in Elizabeth City, NC, at (252) 264-3901 to determine their requirements.

Placement of dredged or fill material within waters of the US, including wetlands, without a Department of the Army permit may constitute a violation of Section 301 of the Clean Water Act (33 USC § 1311). Placement of dredged or fill material, construction or placement of structures, or work within navigable waters of the United States without a Department of the Army permit may constitute a violation of Sections 9 and/or 10 of the Rivers and Harbors Act (33 USC § 401 and/or 403). If you have any questions regarding this determination and/or the Corps regulatory program, please contact **Kyle Barnes at (910) 251-4584 or [Kyle.W.Barnes@usace.army.mil](mailto:Kyle.W.Barnes@usace.army.mil)**.

**C. Basis For Determination: N/A. An Approved JD has not been completed.**

**D. Remarks:**

**E. Attention USDA Program Participants**

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

**F. Appeals Information for Approved Jurisdiction Determinations (as indicated in Section B. above)**

If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:

US Army Corps of Engineers  
South Atlantic Division  
Attn: Mr. Philip A. Shannin  
Administrative Appeal Review Officer  
60 Forsyth Street SW, Floor M9  
Atlanta, Georgia 30303-8803  
**AND**  
**[PHILIP.A.SHANNIN@USACE.ARMY.MIL](mailto:PHILIP.A.SHANNIN@USACE.ARMY.MIL)**

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **N/A**

**It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence.**

# P-8

Corps Regulatory Official: Monte Matthews 2023.04.12 09:22:52 -04'00'

Date of JD: **April 11, 2023** Expiration Date: **N/A**

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete our Customer Satisfaction Survey, located online at <https://regulatory.ops.usace.army.mil/customer-service-survey/>.

**SPECIAL CONDITIONS**

1. The NCDOT shall implement the “Guidelines for Avoiding Impacts to the West Indian Manatee: Precautionary Measures for Construction Activities in North Carolina Waters” as identified by the USFW Service.
2. The Wilmington District, Federal Highway Administration, U.S. Fish and Wildlife Service (USFWS), and the North Carolina Department of Transportation (NCDOT) have conducted programmatic Section 7(a)(2) consultation for the Northern long-eared bat (NLEB) for NCDOT projects located in Divisions 1-8. The result of this programmatic consultation is a Programmatic Biological Opinion (PBO) issued by the USFWS titled, “Programmatic Biological Opinion – Revised, NCDOT Program Effects on the Northern Long-eared Bat in Divisions 1-8”, dated December 15, 2022. This PBO contains agreed upon conservation measures which would minimize take of NLEB. As noted in the PBO, applicability of these conservation measures varies depending on the location of the project. The USFWS has documented that no reasonable and prudent measures, nor terms and conditions, are necessary or appropriate to minimize the amount or extent of incidental take of NLEB caused by the Action; therefore, the incidental take statement does not provide reasonable and prudent measures for this species. Department of the Army (DA) authorization under general permit or standard permit (Individual Permit) is conditional upon the permittee’s compliance with applicable, agreed upon conservation measures of the PBO, which is incorporated by reference in this verification letter. Failure to comply with the applicable conservation measures, where a take of the NLEB occurs, would constitute an unauthorized take by the permittee, and would also constitute permittee non-compliance with this verification letter. The USFWS is the appropriate authority to determine compliance with the terms and conditions of its PBO and the ESA. All PBOs can be found on our website at:  
<https://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Agency-Coordination/ESA/>.

# P-10

Action ID Number: SAW-2022-00579

County: Dare County

Permittee: Jason Dilday  
NCDOT

Project Name: NCDOT / B-5610 / Bridge 8 over Slash Creek on NC 12 / Dare County / Div. 1

Date Verification Issued: April 11, 2023

Project Manager: Kyle Barnes

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: Kyle Barnes

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. Failure to comply with any terms or conditions of this authorization may result in the Corps suspending, modifying or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and condition of the said permit, and required mitigation was completed in accordance with the permit conditions.

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

RICHARD E. ROGERS, JR.

Director



April 10, 2023  
Dare County  
NCDWR Project No. 20220400 v.2  
TIP B-5610  
Bridge No. 8

**APPROVAL of 401 WATER QUALITY CERTIFICATION with ADDITIONAL CONDITIONS**

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

Dear Mr. Turchy:

You have our approval, in accordance with the conditions listed below, for the following impacts for the purpose of replacing Bridge No. 8 over the Slash on NC 12 in Dare County:

**Open Water Impacts in the Pasquotank River Basin**

Site	Open Water Permanent (ac)	Open Water Temporary (ac)
Bridge 8	0.03	0.08
Total	0.11	

The project shall be constructed in accordance with your revised application dated received March 3, 2023. After reviewing your application, we have decided that these impacts are covered by General Water Quality Certification Number 4135. This certification corresponds to the Regional General Permit 201902350 issued by the Corps of Engineers. In addition, you should acquire any other federal, state or local permits before you proceed with your project including (but not limited to) Sediment and Erosion Control, Non-Discharge and Water Supply Watershed regulations. This approval will expire with the accompanying 404 permit.

This approval is valid solely for the purpose and design described in your application (unless modified below). Should your project change, you must notify the NCDWR and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If total wetland fills for this project (now or in the future) exceed one acre, or of total impacts to streams (now or in the future) exceed 300 linear feet, compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you must adhere to the conditions listed in the attached certification(s) and any additional conditions listed below.

**Condition(s) of Certification:**

1. 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.



2. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
3. Adherence to *The Guidelines for Avoiding Impacts to the West Indian Manatee: Precautionary Measures for Construction Activities in North Carolina Waters* will be required throughout construction.
4. If activities must occur during periods of high biological activity (e.g. sea turtle nesting, fish spawning, or bird nesting), then biological monitoring may be required at the request of other state or federal agencies and coordinated with these activities. All moratoriums on construction activities established by the NC Wildlife Resources Commission (WRC), US Fish and Wildlife Service (USFWS), NC Division of Marine Fisheries (DMF), or National Marine Fisheries Service (NMFS) shall be implemented. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium.
5. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization, including all non-commercial borrow and waste sites associated with the project, 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]
6. 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)]
7. 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)]
8. 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)]
9. When applicable, all construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sediment and Pollution Control Act of 1973). Regardless of applicability of the Sediment and Pollution Control Act, all projects shall incorporate appropriate Best Management Practices for the control of sediment and erosion so that no violations of state water quality standards, statutes, or rules occur. [15A NCAC 02H .0506{b}(3) and (c)(3) and 15A NCAC 02B .0200]
  - a. Design, installation, operation, and maintenance of all sediment and erosion control measures shall be equal to or exceed the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*, or for linear transportation projects, the *NCDOT Sediment and Erosion Control Manual*.
  - b. All devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) sites, including contractor-owned or leased borrow pits associated with the project. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.
  - c. For borrow pit sites, the erosion and sediment control measures shall be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*. Reclamation measures and implementation shall comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.
  - d. If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-1, WS-11, High Quality Waters (HQW), or Outstanding Resource Waters (ORW), then the sedimentation and erosion control designs shall comply with the requirements set forth in 15A NCAC 04B .0124, *Design Standards in Sensitive Watershed*. [15A NCAC 02H.0506(b)(3) and (c)(3); GC 4135]
10. Sediment and erosion control measures shall not be placed in wetlands or surface waters or within 5 feet of the top of bank without prior approval from DWR. [15A NCAC 02H.0506(b)(3) and (c)(3)]
11. Erosion control matting in riparian areas shall not contain a plastic or nylon mesh grid which can impinge and entrap small animals. Matting should be secured in place by staples, stakes, or wherever possible live stakes of native trees. Riparian areas are defined as a distance 25 feet from top of stream bank. [15A NCAC 02B.0201]



12. If placement of sediment and erosion control devices in wetlands and waters is unavoidable, then design and placement of temporary erosion control measures shall not be conducted in a manner that may result in disequilibrium of wetlands, stream beds, or banks, adjacent to or upstream and downstream of the above structures. All sediment and erosion control devices shall be removed from wetlands and waters and the natural grade restored within two (2) months of the date that the Division of Energy, Mining and Land Resources (DEMLR) or locally delegated program has released the specific area within the project. [15A NCAC 02H.0506(b)(3) and (c)(3)]
13. 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 .0507(d)(2) and 15A NCAC 02H .0506(b)(5)]
14. 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.) where possible before entering the stream. To meet the requirements of NCDOT's NPDES permit NCS0000250, 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)(5)]
15. All bridge construction shall be performed from the existing bridge, temporary work bridges, temporary causeways, or floating or sunken barges. If work conditions require barges, they shall be floated into position and then sunk. The barges shall not be sunk and then dragged into position. Under no circumstances should barges be dragged along the bottom of the surface water. [15A NCAC 02H .0506(b)(3)]
16. Bridge piles and bents shall be constructed using driven piles (hammer or vibratory) or drilled shaft construction methods. More specifically, jetting or other methods of pile driving are prohibited without prior written approval from the NCDWR first. [15A NCAC 02H.0506(b)(2)]
17. 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)]
18. 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)]
19. A turbidity curtain will be installed in the stream if driving or drilling activities occur within the stream channel, on the stream bank, or within 5 feet of the top of bank, or during the removal of bents from an old bridge. This condition can be waived with prior approval from the NCDWR. [15A NCAC 02H .0506(b)(3)]
20. 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 02H.0506(b)(2)]
21. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]
22. NCDOT shall be in compliance with the NCS00250 issued to the NCDOT, including the applicable requirements of the NCG01000.
23. 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]
24. 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)]





25. The NCDOT will conduct a pre-construction meeting with all appropriate staff to ensure that the project supervisor and essential staff understand the permit conditions and any 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)]
26. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer shall complete the "Certification of Completion Form" to notify the NCDWR when all work included in the 401 Certification has been completed. [15A NCAC 02H.0502(f)]
27. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]

If you wish to contest any statement in the attached Certification you must file a petition for an administrative hearing. You may obtain the petition form from the office of Administrative hearings. You must file the petition with the office of Administrative Hearings within sixty (60) days of receipt of this notice. A petition is considered filed when it is received in the office of Administrative Hearings during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official state holidays. The original and one (1) copy of the petition must be filed with the Office of Administrative Hearings.

The petition may be faxed-provided the original and one copy of the document is received by the Office of Administrative Hearings within five (5) business days following the faxed transmission.  
The mailing address for the Office of Administrative Hearings is:

Office of Administrative Hearings  
6714 Mail Service Center  
Raleigh, NC 27699-6714  
Telephone: (919) 431-3000, Facsimile: (919) 431-3100

A copy of the petition must also be served on DEQ as follows:

Mr. Bill F. Lane, General Counsel  
Department of Environmental Quality  
1601 Mail Service Center

This letter completes the review of the Division of Water Resources under Section 401 of the Clean Water Act. If you have any questions, please contact Garcy Ward at (252)948-3917 or garcy.ward@ncdenr.gov.

Sincerely,  
DocuSigned by:  
*Amy Chapman*  
9C9886312DCD474...

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

Electronic copy only distribution:

Kyle Barnes, US Army Corps of Engineers, Washington Field Office  
Jason Dilday, NCDOT  
Greg Daisey, NC Division of Coastal Management  
Cathy Brittingham, NC Division of Coastal Mangement  
Garcy Ward, NC Division of Water Resources, Washington Regional Office  
File Copy







# CAMA DREDGE & FILL GENERAL PERMIT

No 89802

A B C D

Previous permit \_\_\_\_\_  
Date previous permit issued \_\_\_\_\_

New  Modification  Complete Reissue  Partial Reissue

As authorized by the State of North Carolina, Department of Environmental Quality and the Coastal Resources Commission in an area of environmental concern pursuant to:

15A NCAC 07H .2300 / .1600  Rules attached.  General Permit Rules available at the following link: [www.deq.nc.gov/CAMARules](http://www.deq.nc.gov/CAMARules)

Applicant Name NC DOT  
Address 1000 BIRCH RIDGE DR.  
City RALEIGH State NC ZIP 27610  
Phone # (919) 707-6157  
Email maturchy@ncdot.gov

Authorized Agent MICHAEL TURCHY  
Project Location (County): DARE  
Street Address/State Road/Lot #(s) BRIDGE NO. 8  
NC HWY 12 OVER SLASH CREEK  
Subdivision \_\_\_\_\_  
City HATTERAS ZIP 27943

Affected  CW  EW  PTA  ES  PTS  
AEC(s):  OEA  IHA  UW  SPIMA  PWS

Adj. Wtr. Body SLASH CREEK (nat/man/unk)  
Closest Maj. Wtr. Body PAMLICO SOUND

ORW: yes/ no  PNA: yes/ no

Type of Project/ Activity REPLACE EXISTING BRIDGE (86'L, 5 SPAN) WITH NEW STRUCTURE (95'L, 2 SPAN) ON EXISTING ALIGNMENT WITH RIP RAP STABILIZATION. TEMPORARY COFFER DAM WILL BE UTILIZED AS CONSTRUCTION METHOD. (Scale: N/A)  
AERIAL UTILITIES WILL BE RELOCATED AND WATER LINE WILL BE BORED.

Shoreline Length < 500'  
Access Length -  
Pier (dock) length -  
Fixed Platform(s) -  
Floating Platform(s) -  
Finger pier(s) -  
Total Platform area -  
Groin length/# -  
Bulkhead/Riprap length 95'  
Avg distance offshore 5'-10'  
Breakwater/Sill -  
Max distance/ length -  
Basin, channel -  
Cubic yards -  
Boat ramp -  
Boathouse/ Boatlift -  
Beach Bulldozing -

PLANS ATTACHED AND INCORPORATED INTO PERMIT:

\* BRIDGE - SIX (6) DATED 07/03/2023

\* UTILITIES - FIVE (5) DATED 01/20/2023

\* COFFER DAM STRUCTURES UTILIZED AS BRIDGE CONSTRUCTION METHODOLOGY CONSIDERED TEMPORARY AND SHALL BE BE REMOVED ENTIRELY WHEN NO LONGER NEEDED OR UPON WRITTEN NOTICE FROM DCM

Other 95'L, 2 SPAN BRIDGE  
WATERLINE - 330' BORE  
TEMPORARY COFFER DAM  
SAV observed: yes  no   
Moratorium: n/a yes  no   
Site Photos:  yes  no   
Riparian Waiver Attached: yes  no

A building permit/zoning permit may be required by: DARE

Permit Conditions  DEVELOPMENT AUTHORIZED BY THIS PERMIT SHALL ONLY BE CONDUCTED WITHIN NC DOT RIGHT OF WAYS AND/OR EASEMENTS  THIS PERMIT DOES NOT ELIMINATE THE NEED TO OBTAIN ANY OTHER NECESSARY STATE, LOCAL OR FEDERAL AUTHORIZATIONS  PILINGs FROM THE EXISTING, AS WELL AS REMNANT PILINGs, SHALL BE REMOVED IN THEIR ENTIRETY.  
 TAR/PAM/NEUSE/BUFFER (circle one)  
 See note on back regarding River Basin rules  
 See additional notes/conditions on back

I AM AWARE OF STATUTES, CRC RULES AND CONDITIONS THAT APPLY TO THIS PROJECT AND REVIEWED COMPLIANCE STATEMENT. (Please Initial) \_\_\_\_\_

Agent or Applicant PRINTED Name \_\_\_\_\_

Permit Officer's PRINTED Name GREG DAISEY

Signature \*\*Please read compliance statement on back of permit\*\*

Signature [Signature]

Application Fee(s) \$800.00 Check #/Money Order WRS# 45565.1.2

Issuing Date 08/30/2023 No EXPIRATION, PURSUANT TO \_\_\_\_\_  
Expiration Date GS 136-44.7B



Statement of Compliance and Consistency

This permit is subject to compliance with this application and permit conditions. Any violation of these terms may subject the permittee to a fine or criminal or civil action; and may cause the permit to become null and void. This permit must be on the project site and accessible to the permit officer when the project is inspected for compliance. The applicant certifies by signing this permit that: 1) prior to undertaking any activities authorized by this permit, the applicant will confer with appropriate local authorities to confirm that this project is consistent with the local land use plan and all local ordinances, and 2) a written statement from the adjacent riparian property owner(s) has been obtained, or proof of delivery of certified mail notification of the adjacent riparian property owner(s).

The State of North Carolina and the Division of Coastal Management, in issuing this permit under the best available information and belief, certify that this project is consistent with the North Carolina Coastal Management Program.

River Basin Rules Applicable To Your Project:

Tar - Pamlico River Basin Buffer Rules

Neuse River Basin Buffer Rules

If indicated on front of permit, your project is subject to the Environmental Management Commission's Buffer Rules for the River Basin checked above due to its location within that River Basin. These buffer rules are enforced by the NC Division of Water Resources. If you have any questions, please contact the Division of Water Resources at the Washington Regional Office (252-946-6481) or the Wilmington Regional Office (910-796-7215).

Notes/Additional Permit Conditions:

④ MEASURES SUFFICIENT TO RESTRAIN AND EROSION SHALL BE IMPLEMENTED ⑤ SUBSEQUENT LINES MUST BE PLACED AT A DEPTH OF TWO FEET BELOW THE BOTTOM CONTOUR. ⑥ IN ORDER TO PROTECT WATER QUALITY, RUNOFF FROM CONSTRUCTION SHALL NOT VISIBLY INCREASE THE AMOUNT OF SUSPENDED SEDIMENTS IN ADJACENT WATERS

USACE ACTION ID: SAW-2022-00579 (APRIL 11, 2023)

DWR GENERAL WATER QUALITY CERTIFICATION 4135 (NCDWR PROJECT NO. 20220400 v.2 APRIL 10 2023)

Please ensure all debris associated with the removal or construction of the permitted development is contained within the authorized project area and disposed of in an appropriate upland location.

Division of Coastal Management Offices

Morehead City Headquarters

400 Commerce Ave Morehead City, NC 28557  
252-808-2808/ 1-888-4RCOAST Fax: 252-247-3330  
(Serves: Carteret, Craven – south of the Neuse River, Onslow Counties)

Elizabeth City District

401 S. Griffin St. Ste. 300  
Elizabeth City, NC 27909  
252-264-3901  
(Serves: Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Pasquotank and Perquimans Counties)

Washington District

943 Washington Square Mall Washington, NC 27889  
252-946-6481  
Fax: 252-948-0478  
(Serves: Beaufort, Craven – north of the Neuse River, Hyde, Pamlico, Tyrrell and Washington Counties)

Wilmington District

127 Cardinal Drive Ext. Wilmington, NC 28405-3845  
910-796-7215  
Fax: 910-395-3964  
(Serves: Brunswick, New Hanover and Pender Counties)



## United States Department of the Interior

### FISH AND WILDLIFE SERVICE

Raleigh Field Office

Post Office Box 33726

Raleigh, North Carolina 27636-3726

### GUIDELINES FOR AVOIDING IMPACTS TO THE WEST INDIAN MANATEE

#### Precautionary Measures for Construction Activities in North Carolina Waters

The West Indian manatee (*Trichechus manatus*), also known as the Florida manatee, is a Federally-listed endangered aquatic mammal protected under the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) and the Marine Mammal Protection Act of 1972, as amended (16 U.S.C 1461 *et seq.*). The manatee is also listed as endangered under the North Carolina Endangered Species Act of 1987 (Article 25 of Chapter 113 of the General Statutes). The U.S. Fish and Wildlife Service (Service) is the lead Federal agency responsible for the protection and recovery of the West Indian manatee under the provisions of the Endangered Species Act.

Adult manatees average 10 feet long and weigh about 2,200 pounds, although some individuals have been recorded at lengths greater than 13 feet and weighing as much as 3,500 pounds. Manatees are commonly found in fresh, brackish, or marine water habitats, including shallow coastal bays, lagoons, estuaries, and inland rivers of varying salinity extremes. Manatees spend much of their time underwater or partly submerged, making them difficult to detect even in shallow water. While the manatee's principal stronghold in the United States is Florida, the species is considered a seasonal inhabitant of North Carolina with most occurrences reported from June through October.

To protect manatees in North Carolina, the Service's Raleigh Field Office has prepared precautionary measures for general construction activities in waters used by the species. Implementation of these measures will allow in-water projects which do not require blasting to proceed without adverse impacts to manatees. In addition, inclusion of these guidelines as conservation measures in a Biological Assessment or Biological Evaluation, or as part of the determination of impacts on the manatee in an environmental document prepared pursuant to the National Environmental Policy Act, will expedite the Service's review of the document for the fulfillment of requirements under Section 7 of the Endangered Species Act. These measures include:

- 1 The project manager and/or contractor will inform all personnel associated with the project that manatees may be present in the project area, and the need to avoid any harm to these endangered mammals. The project manager will ensure that all construction personnel know the general appearance of the species and their habit of moving about completely or partially submerged in shallow water. All construction personnel will be informed that they are responsible for observing water-related activities for the presence of manatees.
2. The project manager and/or the contractor will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act and the Endangered Species Act.

## P-18

3. If a manatee is seen within 100 yards of the active construction and/or dredging operation or vessel movement, all appropriate precautions will be implemented to ensure protection of the manatee. These precautions will include the immediate shutdown of moving equipment if a manatee comes within 50 feet of the operational area of the equipment. Activities will not resume until the manatee has departed the project area on its own volition (i.e., it may not be herded or harassed from the area).

4. Any collision with and/or injury to a manatee will be reported immediately. The report must be made to the U.S. Fish and Wildlife Service (ph. 919-856-4520), the National Marine Fisheries Service (ph. 252-728-8762), and the North Carolina Wildlife Resources Commission (ph. 252-448-1546).

5. A sign will be posted in all vessels associated with the project where it is clearly visible to the vessel operator. The sign should state:

CAUTION: The endangered manatee may occur in these waters during the warmer months, primarily from June through October. Idle speed is required if operating this vessel in shallow water during these months. All equipment must be shut down if a manatee comes within 50 feet of the vessel or operating equipment. A collision with and/or injury to the manatee must be reported immediately to the U.S. Fish and Wildlife Service (919-856-4520), the National Marine Fisheries Service (252-728-8762), and the North Carolina Wildlife Resources Commission (252-448-1546).

6. The contractor will maintain a log detailing sightings, collisions, and/or injuries to manatees during project activities. Upon completion of the action, the project manager will prepare a report which summarizes all information on manatees encountered and submit the report to the Service's Raleigh Field Office.

7. All vessels associated with the construction project will operate at "no wake/idle" speeds at all times while in water where the draft of the vessel provides less than a four foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

8. If siltation barriers must be placed in shallow water, these barriers will be: (a) made of material in which manatees cannot become entangled; (b) secured in a manner that they cannot break free and entangle manatees; and, (c) regularly monitored to ensure that manatees have not become entangled. Barriers will be placed in a manner to allow manatees entry to or exit from essential habitat.

Prepared by (rev. 02/2017):  
U.S. Fish and Wildlife Service  
Raleigh Field Office  
Post Office Box 33726  
Raleigh, North Carolina 27636-3726  
919/856-4520

Figure 1. The whole body of the West Indian manatee may be visible in clear water; but in the dark and muddy waters of coastal North Carolina, one normally sees only a small part of the head when the manatee raises its nose to breathe.

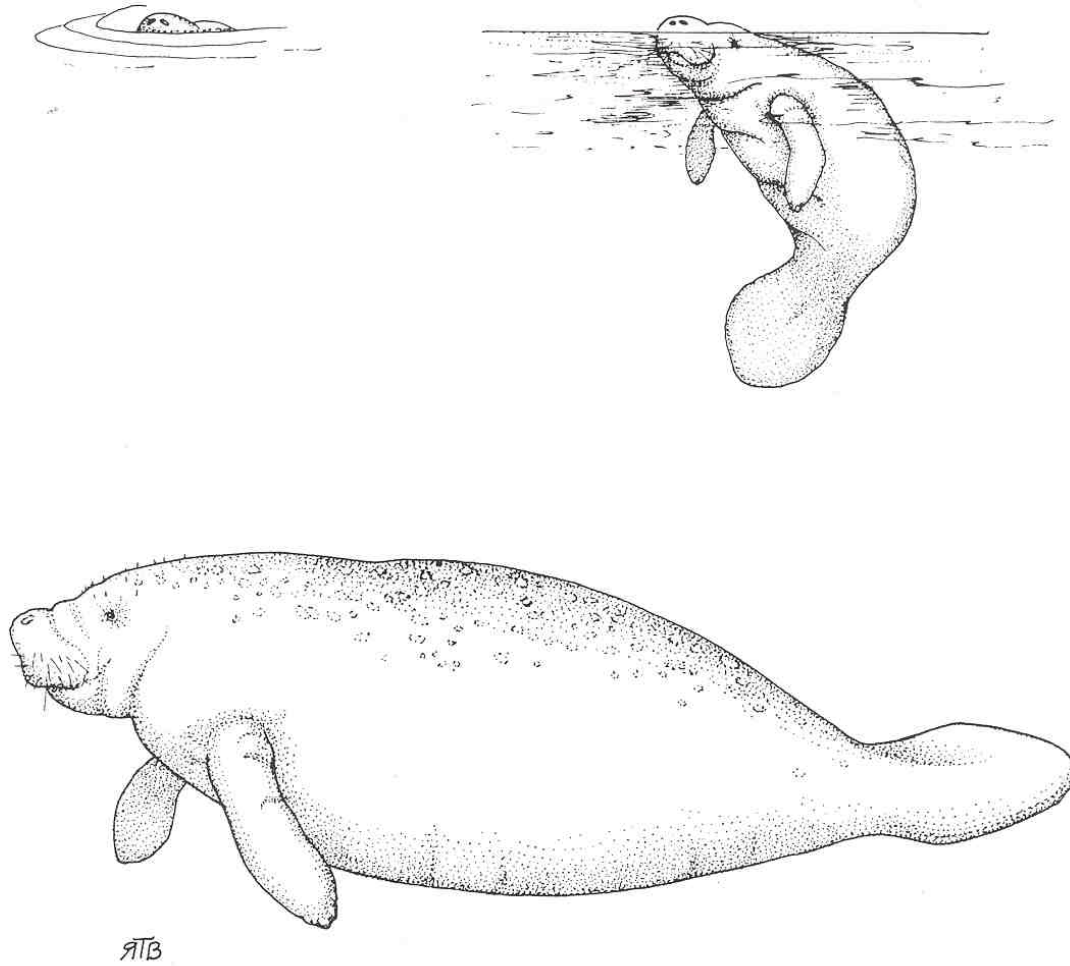
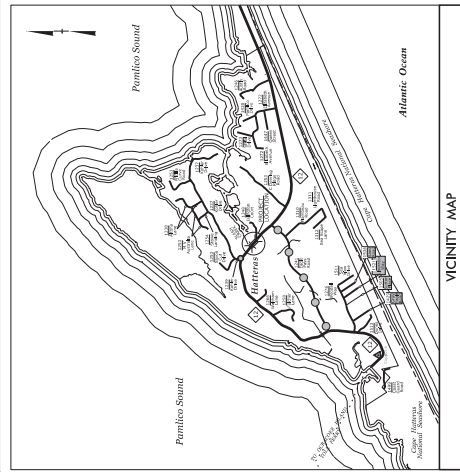


Illustration used with the permission of the North Carolina State Museum of Natural Sciences.

Source: Clark, M. K. 1987. Endangered, Threatened, and Rare Fauna of North Carolina: Part I. A re-evaluation of the mammals. Occasional Papers of the North Carolina Biological Survey 1987-3. North Carolina State Museum of Natural Sciences. Raleigh, NC. pp. 52.

**TIP PROJECT: B-5610**



VICINITY MAP  
Off-Site Detail

STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

Submit to **DARE COUNTY**

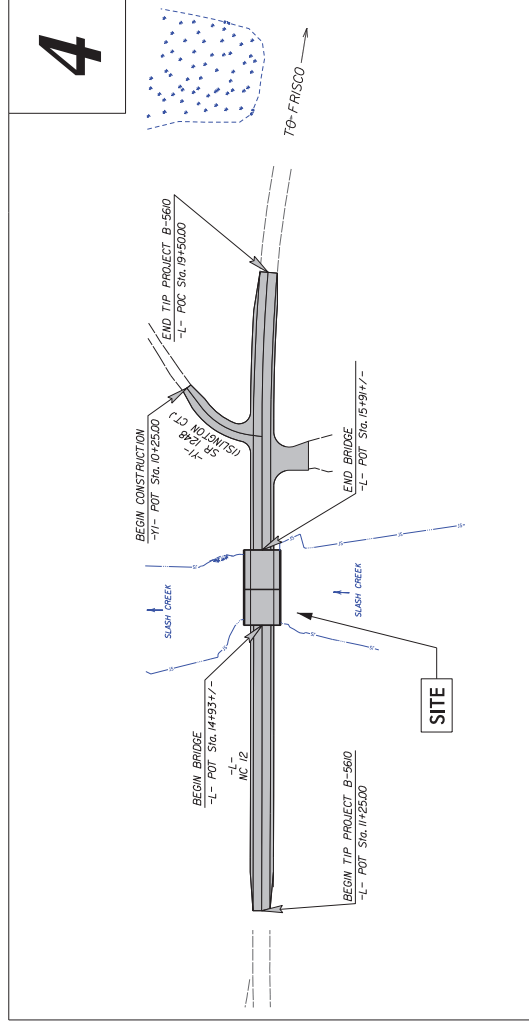
LOCATION: BRIDGE No. 8 OVER THE SLASH ON NC 12

TYPE OF WORK: GRADING, DRAINAGE, PAVING, AND STRUCTURE

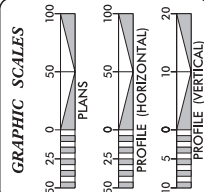
**WETLAND AND SURFACE WATER IMPACTS PERMIT**

DATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
N.C.	B-5610	1	1
DESIGNER	ENGINEER		
45565.1.2	NHP-0072(016)		PE
45565.2.1	0072068		RIGHT-OF-WAY
45565.2.1	0072068		UTILITIES

**PERMIT DRAWING  
SHEET 1 OF 6  
DATE: 1-20-23**



CLEARING ON THIS PROJECT SHALL BE TO LIMITS ESTABLISHED USING METHOD II. THIS PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF HATTERAS.



**DESIGN DATA**  
2023 ADT = 4,496 VPD  
2043 ADT = 5,912 VPD  
K = 8%  
D = 55% \*  
T = 8% \*  
V = 40 MPH  
\* (TST 1% + DUAL 7%)  
FUNC. CLASS. = MAJOR COLLECTOR  
REGIONAL TIER

**PROJECT LENGTH**  
LENGTH ROADWAY TIP PROJECT B-5610 = 0.137 mi.  
LENGTH STRUCTURES TIP PROJECT B-5610 = 0.019 mi.  
TOTAL LENGTH TIP PROJECT B-5610 = 0.156 mi.

Prepared in the Office of:  
**STEWART**  
300 STANDARD SPECIFICATIONS  
RIGHT OF WAY DATE: AUGUST 19, 2021  
LETTING DATE: OCTOBER 17, 2023

Project Engineer:  
ANDY YOUNG, PE  
MICHAEL BURNS, PE  
KRISTY ALFORD, PE

Hydraulics Engineer:  
ROADWAY DESIGN ENGINEER



**INCOMPLETE PLANS  
DO NOT USE FOR CONSTRUCTION  
UNLESS ALL SIGNATURES COMPLETED**

**CONTRACT:**

\*\*\*\*\*SYTIME\*\*\*\*\*  
\*\*\*\*\*USERNAME\*\*\*\*\*  
\*\*\*\*\*D\*\*\*\*\*

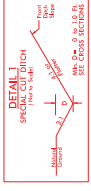
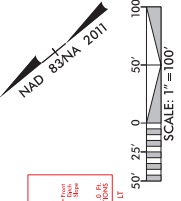


PROJECT REFERENCE NO. B-5600  
 SHEET NO. 4  
 RICHARD ANDERSON  
 ENGINEER

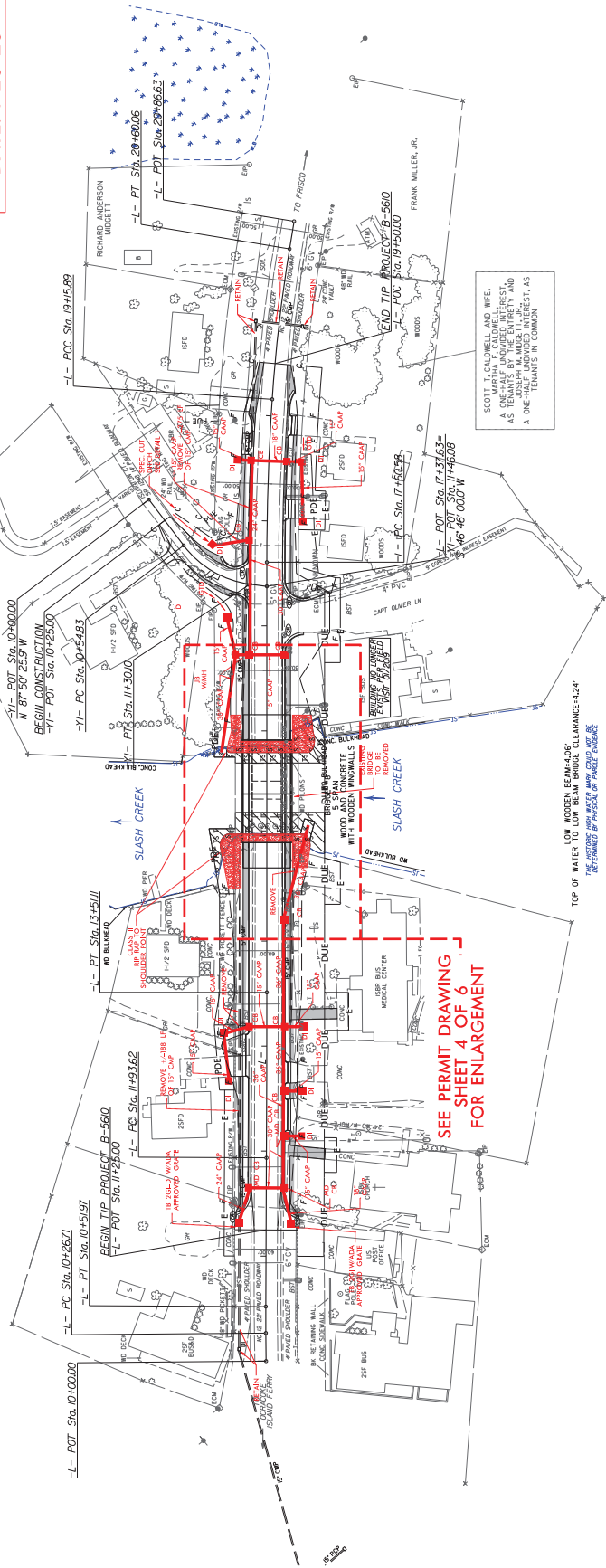
**INCOMPLETE PLANS**  
 FOR THE PROJECT B-5600

STEWART  
 SUNAMITE DESIGN GROUP, P.A.  
 DOCUMENT NOT CONSIDERED FINAL  
 UNLESS ALL SIGNATURES COMPLETED

**PERMIT DRAWING**  
**SHEET 2 OF 6**  
**DATE: 1-20-23**



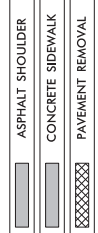
Submitted 2/28/2023



SEE PERMIT DRAWING SHEET 4 OF 6 FOR ENLARGEMENT

LOW WOODEN BEAM-4.06'  
 TOP OF WATER TO LOW BEAM BRIDGE CLEARANCE 4.24'  
 (SEE PERMIT DRAWING SHEET 4 OF 6)

1	2A	2	3	5
MATTHEWS, WILLIAM DB 1092 PC 548 PC 5 SLIDE 348	MATTHEWS, WILLIAM DB 1092 PC 506 DB 139 PC 506	MATTHEWS, WILLIAM DB 1092 PC 279 DB 139 PC 279	DANIELS, ET AL DB 1092 PC 204 DB 139 PC 204	MATTHEWS ASSOCIATION, INC. DB 1092 PC 376 DB 139 PC 376
6	7	8	9	11
MATTHEWS, WILLIAM DB 1092 PC 591 DB 130 PC 591	PALMERA, LLC DB 1092 PC 390	SEE PROPERTY'S OWNERS (THIS SHEET)	JEFFREY L. LYNN DB 1092 PC 420 DB 139 PC 420	RICHARD ANDERSON DB 2542 PC 879
9	10	11	12	13
CHRISTY D. FELLAM PC 5 SLIDE 375	CHRISTY D. FELLAM PC 5 SLIDE 375	CHRISTY D. FELLAM PC 5 SLIDE 375	CHRISTY D. FELLAM PC 5 SLIDE 375	CHRISTY D. FELLAM PC 5 SLIDE 375

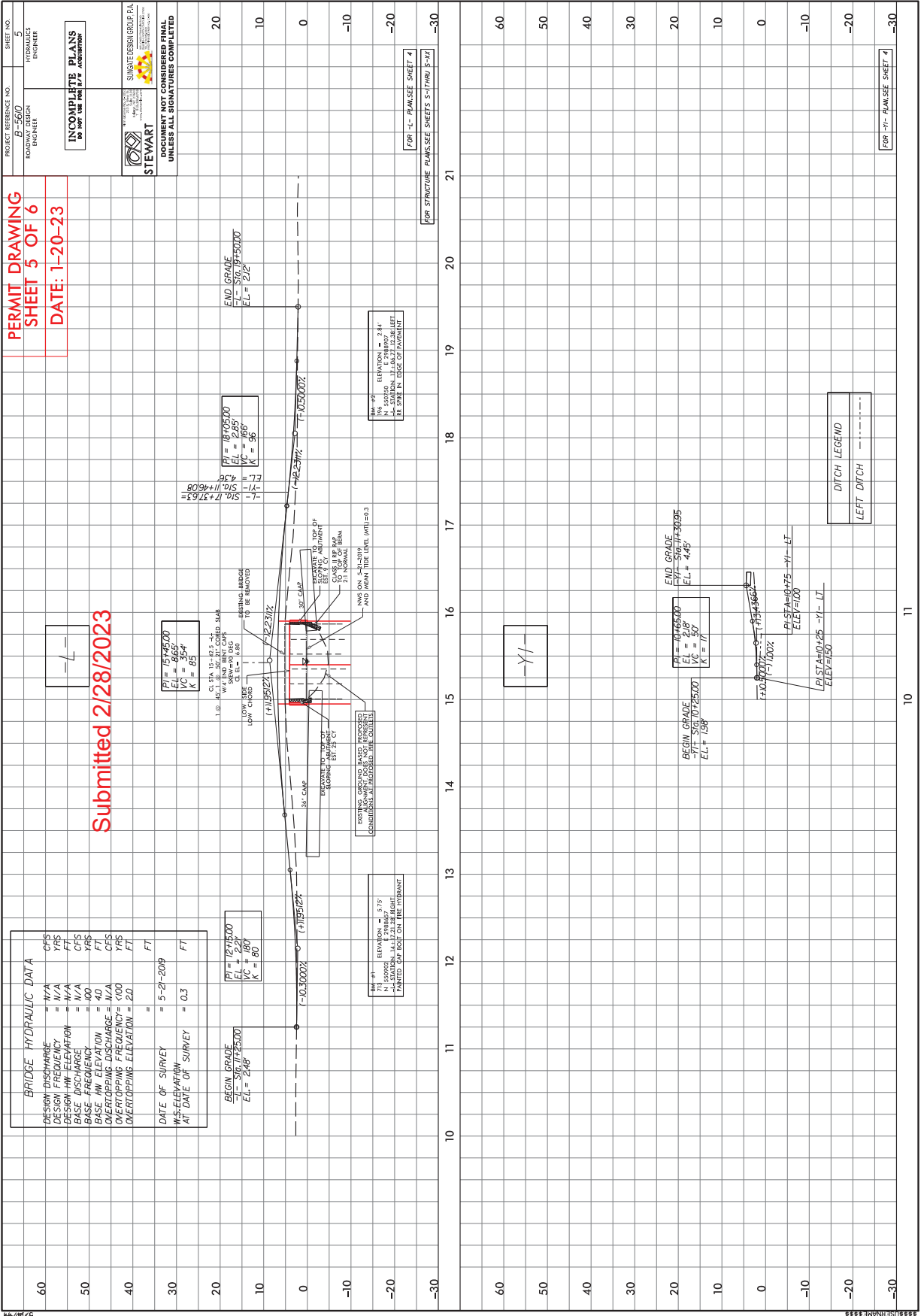


FOR "L" PROFILE SEE SHEET 3  
 FOR "T" PROFILE SEE SHEET 5  
 FOR STRUCTURE PLANS SEE SHEETS S-1 THRU S-12









PROJECT REFERENCE NO. B-5610  
 DESIGNER: RUSSELL W. STEWART, ENGINEER  
 SHEET NO. 5  
 DRAWN BY: RUSSELL W. STEWART, ENGINEER

**INCOMPLETE PLANS**  
 DO NOT USE FOR CONSTRUCTION

**STEWART**  
 CIVIL ENGINEER  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 PHONE: 303.733.1111  
 WWW.STEWARTENGINEERING.COM

**SINATE DESIGN GROUP, P.A.**  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 PHONE: 303.733.1111  
 WWW.SINATEDESIGN.COM

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

**REV #1**  
 ELEVATION = 2.41'  
 N = 500.000  
 S = 500.000  
 S.TATION: 11.547.12 (BULLET)  
 TURNED 90° DEGREE TO THE RIGHT

**REV #2**  
 ELEVATION = 2.41'  
 N = 500.000  
 S = 500.000  
 S.TATION: 11.547.12 (BULLET)  
 TURNED 90° DEGREE TO THE RIGHT

**REV #3**  
 ELEVATION = 5.72'  
 N = 500.000  
 S = 500.000  
 S.TATION: 11.121.28 (BULLET)  
 TURNED 90° DEGREE TO THE LEFT

**REV #4**  
 ELEVATION = 5.72'  
 N = 500.000  
 S = 500.000  
 S.TATION: 11.121.28 (BULLET)  
 TURNED 90° DEGREE TO THE LEFT

**WETLAND AND SURFACE WATER IMPACTS SUMMARY**

Submitted and Approved

Site No.	Station (From/To)	Structure Size / Type	WETLAND IMPACTS					SURFACE WATER IMPACTS							
			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	14+59 to 15+22-L-	ROADWAY FILL									0.007	0.052	95	15	
	15+70 to 16+12-L-										0.020	0.027			
	14+98 to 15+23-L-RT	36" PIPE									0.004				
	15+75 to 15+85-L-LT	30" PIPE									0.002				
<b>TOTALS*</b>											<b>0.03</b>	<b>0.08</b>	<b>95</b>	<b>15</b>	

\*Rounded totals are sum of actual impacts

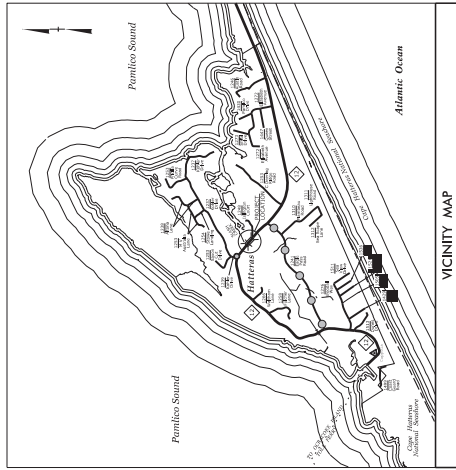
NOTES:

Interior bent= 32sqft.

NC DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 01-19-2023  
 DARE COUNTY  
 B-5610  
 45565.1.1

Submitted 3/11/2022

**TIP PROJECT: B-5610**



STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

**UTILITIES ENVIRONMENTAL PERMIT PLANS  
DARE COUNTY**

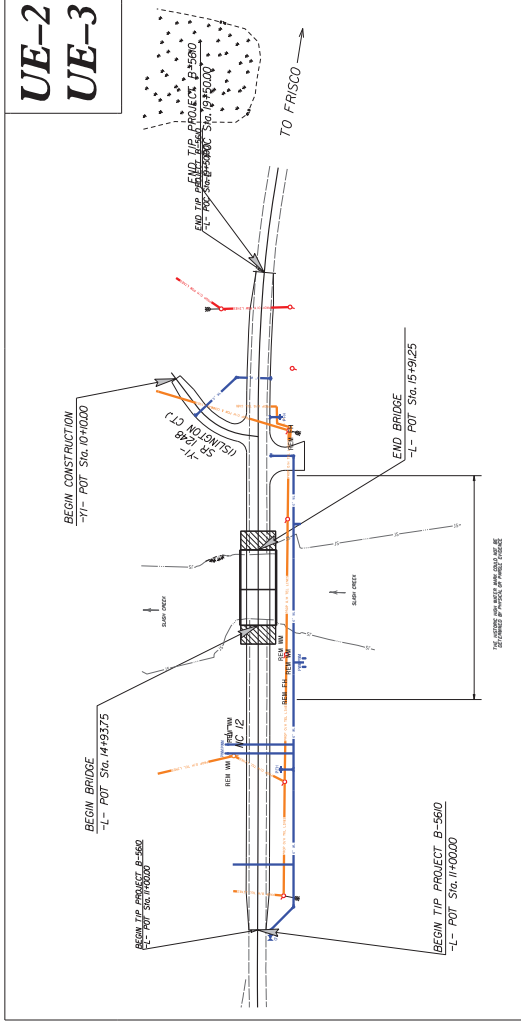
LOCATION: BRIDGE NO. 8 OVER THE SLASH CREEK  
ON NC 12

TYPE OF WORK: TELECOMMUNICATIONS AND  
POWER RELOCATION

T.I.P. NO.	SHEET NO.
B-5610	UE-1

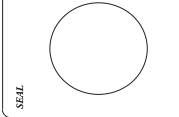
PRELIMINARY PLANS  
DO NOT USE FOR CONSTRUCTION

PERMIT DRAWING  
SHEET 1 OF 6  
DATE: 01-06-22



**WETLAND AND SURFACE WATER IMPACTS PERMIT**

INCOMPLETE PLANS  
DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

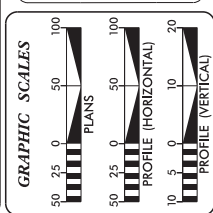


PREPARED IN THE OFFICE OF:  
**STEWART**  
ENGINEERS, ARCHITECTS & PLANNERS  
1000 S. W. 10TH AVENUE  
MIAMI, FL 33135  
MICHAEL BURNS, P.E. PROJECT ENGINEER  
JOSHUA ROEMER PROJECT DESIGN ENGINEER

UTILITY OWNERS ON PROJECT  
(A) LUMEN - TELECOMMUNICATIONS  
(B) CHARTER - TELECOMMUNICATIONS  
(C) CAPE HAITEKAS ELECTRIC - POWER

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
UE-1	TITLE SHEET
UE-2 - UE-3	UTILITY PLAN SHEETS
UE-4 - UE-5	UTILITY PROFILE SHEETS



**CONTRACT:**

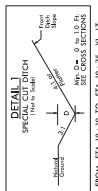
DIVISION OF HIGHWAYS  
UTILITIES UNIT  
KALLODICH CENTER  
KALLODICH NO. 7099-835  
KALLODICH RD. 2000  
FAX (919) 254-4700

BO HEMPHILL, PE UTILITIES REGIONAL ENGINEER  
KELEYN MARTIN UTILITIES ENGINEER  
TACANT UTILITIES AREA COORDINATOR  
TYRON W. STALLINGS UTILITIES COORDINATOR

\*\*\*\*\*SYTIME\*\*\*\*\*  
\*\*\*\*\*USE\*\*\*\*\*  
\*\*\*\*\*\*\*\*\*\*

Submitted 3/11/2022

PROJECT REFERENCE NO. B-560  
 SHEET NO. UE-2  
 THIS SHEET CORRESPONDS TO R01-4



FROM STA. 10+10 TO STA. 10+75 -11-1T

**NOTE:**  
 EXISTING CAPE HATTERAS POWER LINE ALIGNMENT WILL BE MAINTAINED ON THE SOUTH SIDE OF NC 12.  
 PRIOR TO CONSTRUCTION, CAPE HATTERAS ELECTRIC SHALL INSTALL NEW POLES AS INDICATED ON THE PLANS. EXISTING POWER LINES WILL BE MOVED FROM EXISTING POWER POLES TO PROPOSED POWER POLES.  
 DURING CONSTRUCTION, CAPE HATTERAS ELECTRIC SHALL DE-ENERGIZE POWER LINES FOR CONSTRUCTION OF THE BRIDGE.  
 LUMEN SHALL RELOCATE THEIR LINES TO THE NEW LOCATION INSULATED BY CAPE HATTERAS ELECTRIC PRIOR TO CONSTRUCTION.

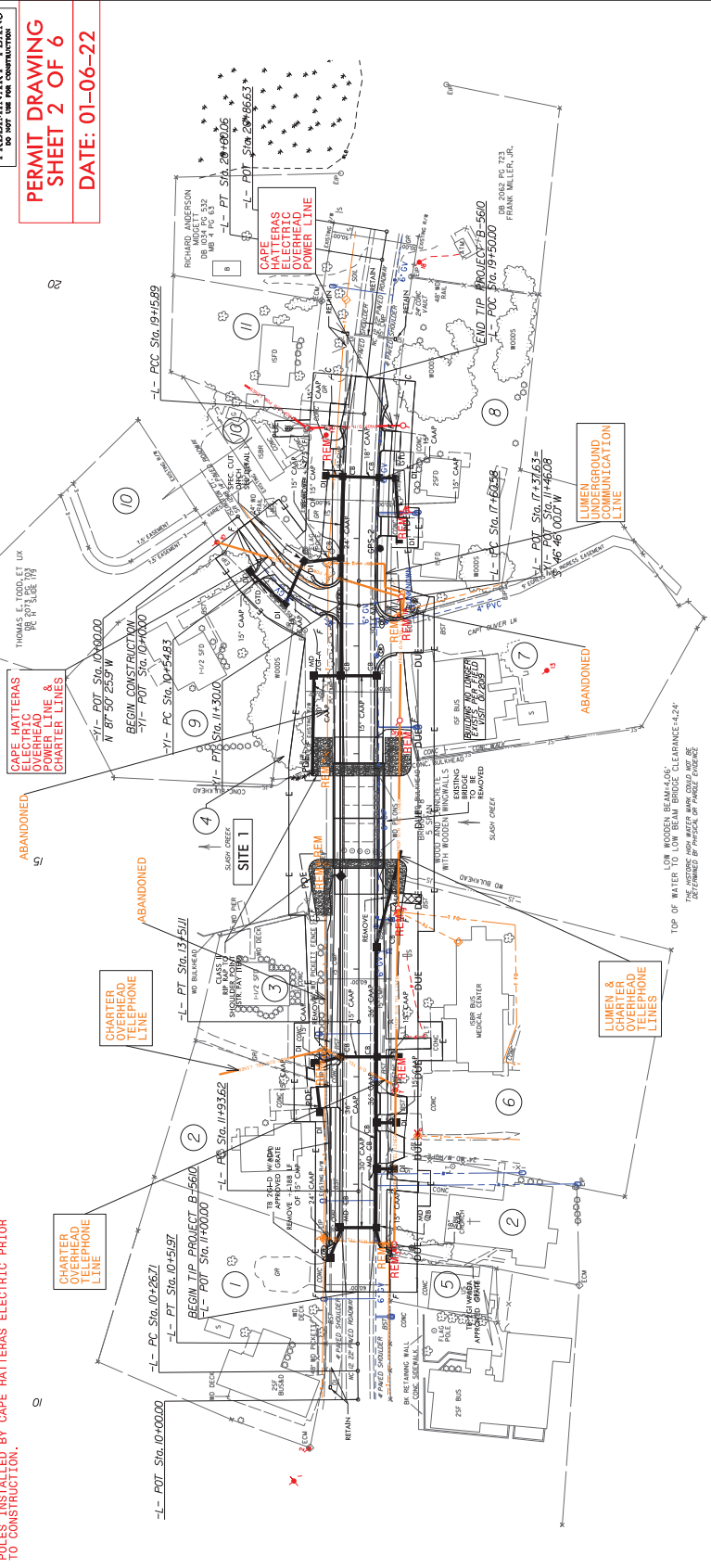
**UTILITIES BY OTHERS**  
 NOTE:  
 ALL PROPOSED UTILITY WORK SHOWN ON THIS SHEET WILL BE DONE BY OTHERS



**PRELIMINARY PLANS**  
 DO NOT USE FOR CONSTRUCTION

**SHEET DRAWING**  
**SHEET 2 OF 6**

**DATE: 01-06-22**

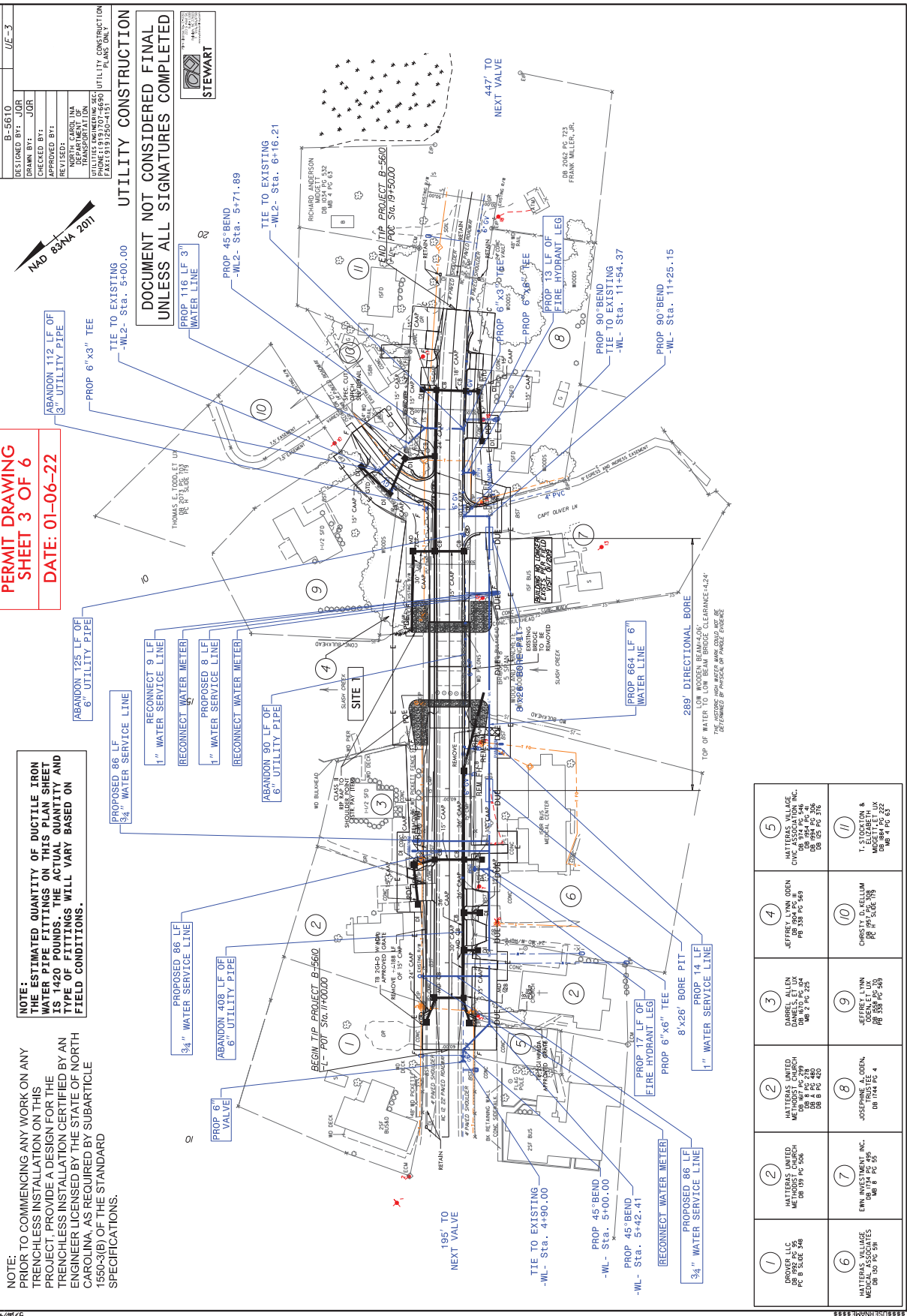


1	DRIVER, LLC DB 130 PC 538 PC 8 SLIDE 538	2	MATTERS UNITED DB 137 PC 506 DB 137 PC 506	3	DARREL ALLEN DB 140 PC 04 DB 140 PC 225	4	JEFFREY LYNN OREN DB 138 PC 549 DB 138 PC 549	5	MATTERS VILLAGE DB 174 PC 54 DB 174 PC 54 DB 174 PC 218		
6	MATTERS VILLAGE MEDICAL CENTER DB 174 PC 54	7	EMW INVESTMENT INC. DB 174 PC 54 DB 174 PC 54	8	JOSEPHINE A. OREN DB 174 PC 4	9	JEFFREY LYNN OREN DB 138 PC 549 DB 138 PC 549	10	CHRISTY O'KELLM DB 174 PC 54 DB 174 PC 54	11	T. STOKTON & MORRETT, L.L.P. DB 174 PC 54 DB 174 PC 54

TOP OF WATER TO LOW BEAM BRIDGE CLEARANCE 4.24'  
 THE BRIDGE DEPTH WATER SHALL BE AS SHOWN ON PROJECT'S BRIDGE ARCHIVE

● GPS-1

Submitted 3/11/2022



PROJECT REFERENCE NO. B-5610  
 SHEET NO. UC-3  
 DESIGNED BY: JOR  
 DRAWN BY: JOR  
 CHECKED BY:  
 REVISIONS:  
 NORTH CAROLINA  
 PROFESSIONAL ENGINEERING  
 UTILITIES ENGINEERING, INC.  
 1550-3(B) OF THE STANDARD  
 SPECIFICATIONS.

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



**PERMIT DRAWING**  
**SHEET 3 OF 6**  
**DATE: 01-06-22**

**NOTE:**  
 THE ESTIMATED QUANTITY OF DUCTILE IRON  
 WATER PIPE FITTINGS ON THIS PLAN SHEET  
 IS 1420 POUNDS. THE ACTUAL QUANTITY AND  
 TYPE OF FITTINGS WILL VARY BASED ON  
 FIELD CONDITIONS.

NOTE:  
 PRIOR TO COMMENCING ANY WORK ON ANY  
 TRENCHLESS INSTALLATION ON THIS  
 PROJECT PROVIDE A DESIGN FOR THE  
 TRENCHLESS INSTALLATION CERTIFIED BY AN  
 ENGINEER LICENSED BY THE STATE OF NORTH  
 CAROLINA, AS REQUIRED BY SUBARTICLE  
 1550-3(B) OF THE STANDARD  
 SPECIFICATIONS.

(1)	MATTERS VILLAGE DB 207 PC 248 PC 8 3/4" x 3/4"
(2)	MATTERS VILLAGE DB 197 PC 248 DB 8 1/4" x 3/4"
(2)	MATTERS VILLAGE DB 197 PC 248 DB 8 1/4" x 3/4"
(3)	DARREL ALLEN DB 147 PC 248 DB 8 1/4" x 3/4"
(4)	JEFFREY LYNN OREN DB 238 PC 248 DB 8 1/4" x 3/4"
(5)	MATTERS VILLAGE DB 214 PC 248 DB 8 1/4" x 3/4"
(6)	MATTERS VILLAGE DB 207 PC 248 DB 8 1/4" x 3/4"
(7)	EMM INVESTMENT INC. DB 8 1/4" x 3/4"
(8)	JOSEPHINE A. OREN DB 1744 PC 4
(9)	JEFFREY LYNN DB 238 PC 248 DB 8 1/4" x 3/4"
(10)	CHRISTY D. KELLAM DB 1744 PC 4
(11)	T. SUTTON & MORRETT L.L.C. DB 8 1/4" x 3/4"











County: DARE

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	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0004	0057000000-E	226	UNDERCUT EXCAVATION	300 CY		
0005	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0006	0106000000-E	230	BORROW EXCAVATION	2,030 CY		
0007	0195000000-E	265	SELECT GRANULAR MATERIAL	300 CY		
0008	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	300 SY		
0009	0248000000-N	SP	GENERIC GRADING ITEM TYPE I BRIDGE APPROACH FILL, STA 15+42.50 -L-	Lump Sum	L.S.	
0010	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	220 TON		
0011	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	550 SY		
0012	0335300000-E	305	18" DRAINAGE PIPE	80 LF		
0013	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (15", 0.064")	344 LF		
0014	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (18", 0.064")	64 LF		
0015	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (24", 0.064")	108 LF		
0016	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (30", 0.079")	292 LF		
0017	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (36", 0.079")	292 LF		

County: DARE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0995000000-E	340	PIPE REMOVAL	859 LF		
0019	1220000000-E	545	INCIDENTAL STONE BASE	485 TON		
0020	1245000000-E	SP	SHOULDER RECONSTRUCTION	1.52 SMI		
0021	1260000000-E	SP	AGGREGATE SHOULDER BORROW	5 TON		
0022	1330000000-E	607	INCIDENTAL MILLING	910 SY		
0023	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	760 TON		
0024	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	550 TON		
0025	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,245 TON		
0026	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	215 TON		
0027	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	220 TON		
0028	1880000000-E	SP	GENERIC PAVING ITEM PATCHING EXISTING PAVEMENT (FULL DEPTH, 0-5")	19 TON		
0029	2022000000-E	815	SUBDRAIN EXCAVATION	44.8 CY		
0030	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200 SY		
0031	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	33.6 CY		
0032	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF		
0033	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA		
0034	2077000000-E	815	6" OUTLET PIPE	6 LF		

County: DARE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	1 EA		
0036	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	26 EA		
0037	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	7 LF		
0038	2352000000-N	840	FRAME WITH GRATE, STD 840.**** (840.39)	2 EA		
0039	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	11 EA		
0040	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	4 EA		
0041	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	8 EA		
0042	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA		
0043	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,160 LF		
0044	2591000000-E	848	4" CONCRETE SIDEWALK	655 SY		
0045	2605000000-N	848	CONCRETE CURB RAMPS	6 EA		
0046	2612000000-E	848	6" CONCRETE DRIVEWAY	230 SY		
0047	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	1 EA		
0048	3030000000-E	862	STEEL BEAM GUARDRAIL	200 LF		
0049	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0050	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	2 EA		
0051	3288000000-N	862	GUARDRAIL END UNITS, TYPE TL-2	2 EA		

County: DARE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0052	3649000000-E	876	RIP RAP, CLASS B	15 TON		
0053	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	190 SY		
0054	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	25.25 SF		
0055	4082000000-E	903	SUPPORTS, WOOD	54 LF		
0056	4102000000-N	904	SIGN ERECTION, TYPE E	4 EA		
0057	4158000000-N	907	DISPOSAL OF SIGN SYSTEM, WOOD	10 EA		
0058	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	413 SF		
0059	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	96 SF		
0060	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	119 SF		
0061	4413000000-E	SP	WORK ZONE ADVANCE/GENERAL WARNING SIGNING	264 SF		
0062	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	42 DAY		
0063	4430000000-N	1130	DRUMS	26 EA		
0064	4445000000-E	1145	BARRICADES (TYPE III)	80 LF		
0065	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	18 LF		
0066	4455000000-N	1150	FLAGGER	4 DAY		
0067	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	
0068	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES	3 EA		

County: DARE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0069	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PEDESTRIAN TRANSPORT SERVICE	360 EA		
0070	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	2,736 LF		
0071	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	160 LF		
0072	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	200 LF		
0073	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)	388 LF		
0074	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	16,200 LF		
0075	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	160 LF		
0076	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	200 LF		
0077	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINES (4", 55 MILS)	16,200 LF		
0078	5325300000-E	1510	3" WATER LINE	116 LF		
0079	5325400000-E	1510	4" WATER LINE	16 LF		
0080	5325600000-E	1510	6" WATER LINE	907 LF		
0081	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	2,130 LB		
0082	5534000000-E	1515	*** VALVE (3")	2 EA		
0083	5538000000-E	1515	4" VALVE	1 EA		
0084	5540000000-E	1515	6" VALVE	7 EA		
0085	5571000000-E	1515	*** TAPPING SLEEVE & VALVE (3")	1 EA		

County: DARE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0086	5571400000-E	1515	4" TAPPING SLEEVE & VALVE	1 EA		
0087	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	2 EA		
0088	5643100000-E	1515	3/4" WATER METER	6 EA		
0089	5649000000-N	1515	RECONNECT WATER METER	5 EA		
0090	5666000000-N	1515	FIRE HYDRANT	2 EA		
0091	5673000000-E	1515	FIRE HYDRANT LEG	43 LF		
0092	5686000000-E	1515	*** WATER SERVICE LINE (1")	458 LF		
0093	5798000000-E	1530	ABANDON *** UTILITY PIPE (3")	112 LF		
0094	5798000000-E	1530	ABANDON *** UTILITY PIPE (4")	16 LF		
0095	5800000000-E	1530	ABANDON 6" UTILITY PIPE	623 LF		
0096	5815000000-N	1530	REMOVE WATER METER	6 EA		
0097	5815500000-N	1530	REMOVE FIRE HYDRANT	2 EA		
0098	5872600000-E	1550	DIRECTIONAL DRILLING OF *** (6")	330 LF		
0099	6000000000-E	1605	TEMPORARY SILT FENCE	5,585 LF		
0100	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	75 TON		
0101	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	55 TON		
0102	6012000000-E	1610	SEDIMENT CONTROL STONE	175 TON		

County: DARE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0103	6015000000-E	1615	TEMPORARY MULCHING	1 ACR		
0104	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	100 LB		
0105	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	0.5 TON		
0106	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF		
0107	6029000000-E	SP	SAFETY FENCE	520 LF		
0108	6030000000-E	1630	SILT EXCAVATION	110 CY		
0109	6036000000-E	1631	MATTING FOR EROSION CONTROL	1,500 SY		
0110	6037000000-E	1629	COIR FIBER MAT	300 SY		
0111	6042000000-E	1632	1/4" HARDWARE CLOTH	710 LF		
0112	6048000000-E	SP	FLOATING TURBIDITY CURTAIN	445 SY		
0113	6071002000-E	1642	FLOCCULANT	10 LB		
0114	6071012000-E	1642	COIR FIBER WATTLE	150 LF		
0115	6084000000-E	1660	SEEDING & MULCHING	3.8 ACR		
0116	6087000000-E	1660	MOWING	0.5 ACR		
0117	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB		
0118	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON		
0119	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50 LB		



County: DARE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0120	6108000000-E	1665	FERTILIZER TOPDRESSING	0.5 TON		
0121	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0122	6114800000-N	SP	MANUAL LITTER REMOVAL	1 MHR		
0123	6114900000-E	SP	LITTER DISPOSAL	1 TON		
0124	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	14 EA		
0125	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	2 EA		
0126	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT	105 EA		
0127	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 2	35 EA		
<b>STRUCTURE ITEMS</b>						
0128	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (15+42.50 -L-)	Lump Sum	L.S.	
0129	8065000000-N	SP	ASBESTOS ASSESSMENT	Lump Sum	L.S.	
0130	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (15+42.50 -L-)	Lump Sum	L.S.	
0131	8156000000-E	SP	CONCRETE WEARING SURFACE	3,235 SF		
0132	8161000000-E	420	GROOVING BRIDGE FLOORS	4,499 SF		
0133	8175000000-E	420	CLASS AA CONCRETE (BRIDGE)	123.7 CY		
0134	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (15+42.50 -L-)	Lump Sum	L.S.	

County: DARE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0135	8224000000-E	425	EPOXY COATED REINFORCING STEEL (BRIDGE)	12,889 LB		
0136	8328000000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** PRESTRESSED CONCRETE PILES (12")	14 EA		
0137	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)	8 EA		
0138	8329000000-E	450	12" PRESTRESSED CONCRETE PILES	420 LF		
0139	8350000000-E	450	24" PRESTRESSED CONCRETE PILES	160 LF		
0140	8364000000-E	450	HP 12 X 53 STEEL PILES	400 LF		
0141	8393000000-N	450	PILE REDRIVES	11 EA		
0142	8394000000-N	450	DYNAMIC PILE TESTING	3 EA		
0143	8475000000-E	460	TWO BAR METAL RAIL	175.25 LF		
0144	8517000000-E	460	1'*** X ***** CONCRETE PARAPET (1'-2" X 3'-7 1/16")	190.25 LF		
0145	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	308 TON		
0146	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	342 SY		
0147	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0148	8762000000-E	430	3'-0" X 1'-9" PRESTRESSED CONC CORED SLABS	1,520 LF		

1258/May14/Q91227.92/D661496214000/E148

Total Amount Of Bid For Entire Project :

Vendor 1 of 4: SMITH-ROWE, LLC (9965)  
Call Order 002 (Proposal: C204732)

### Bid Information

---

<b>Proposal County:</b> DARE	<b>Bid Checksum:</b> 8F41BC46D0
<b>Vendor Address:</b> 639 OLD US 52 SOUTH MOUNT AIRY , NC , 27030	<b>Bid Total:</b> \$4,498,089.74
<b>Signature Check:</b> William Franklin Fulp Jr.	<b>Items Total:</b> \$4,498,089.74
<b>Time Bid Received:</b> June 18, 2024 01:05 PM	<b>Time Total:</b> \$0.00
<b>Amendment Count:</b> 0	

**Bidding Errors:**  
None.

Vendor 1 of 4: SMITH-ROWE, LLC (9965)  
Call Order 002 (Proposal: C204732)

Bid Bond Information

---

<b>Projects:</b>	<b>Bond Maximum:</b>
<b>Counties:</b>	<b>State of Incorporation:</b> CT
<b>Bond ID:</b> 9890-8C72-6E4F-21E6	<b>Agency Execution Date:</b> 2024-06-18T00:00:00
<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: L240618  
Letting Date: 06/18/2024  
Call Order: 002  
Contract ID: C204732  
Project: 0012068001206800120680012068  
Bid Total: \$4,498,089.74  
DBE Goal: 4.00% (\$179,923.59)

Vendor ID: 9965  
Vendor Name: Smith-Rowe, LLC  
DBE Entered: 6.30% (\$283,230.00)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
19615	C D ROSE CONSTRUCTION LLC	False	110 W MARSH COVE DR 40 NAGS HEAD, NC 27959	SubContractor	283,230.00

BondID: 9890-8C72-6E4F-21E6

Surety Registry Agency: Tinubu Surety

Verified?: 1

Surety Agency: Travelers Casualty and Surety Company of America

Bond Execution Date: 2024-06-18T00:00:00

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$224,900.0000	\$224,900.00
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$55,000.0000	\$55,000.00
0003	0050000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000	ACR	\$5,000.0000	\$5,000.00
0004	0057000000-E UNDERCUT EXCAVATION	300.000	CY	\$20.0000	\$6,000.00
0005	0063000000-N GRADING	1.000	LS	\$177,670.0000	\$177,670.00
0006	0106000000-E BORROW EXCAVATION	2030.000	CY	\$52.0000	\$105,560.00
0007	0195000000-E SELECT GRANULAR MATERIAL	300.000	CY	\$54.0000	\$16,200.00
0008	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	300.000	SY	\$18.0000	\$5,400.00
0009	0248000000-N GENERIC GRADING ITEM TYPE I BRIDGE APPROACH FILL, STA 15+42.50 -L-	1.000	LS	\$50,650.0000	\$50,650.00
0010	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	220.000	TON	\$104.6500	\$23,023.00
0011	0321000000-E FOUNDATION CONDITIONING GEOTEXTILE	550.000	SY	\$16.0000	\$8,800.00
0012	0335300000-E 18" DRAINAGE PIPE	80.000	LF	\$59.2900	\$4,743.20
0013	0546000000-E **" CAA PIPE CULVERTS, ***** THICK (15", 0.064")	344.000	LF	\$61.1200	\$21,025.28
0014	0546000000-E **" CAA PIPE CULVERTS, ***** THICK (18", 0.064")	64.000	LF	\$90.2100	\$5,773.44
0015	0546000000-E **" CAA PIPE CULVERTS, ***** THICK (24", 0.064")	108.000	LF	\$117.1300	\$12,650.04
0016	0546000000-E **" CAA PIPE CULVERTS, ***** THICK (30", 0.079")	292.000	LF	\$138.3800	\$40,406.96
0017	0546000000-E **" CAA PIPE CULVERTS, ***** THICK (36", 0.079")	292.000	LF	\$203.4700	\$59,413.24
0018	0995000000-E PIPE REMOVAL	859.000	LF	\$12.5000	\$10,737.50
0019	1220000000-E INCIDENTAL STONE BASE	485.000	TON	\$99.9500	\$48,475.75
0020	1245000000-E SHOULDER RECONSTRUCTION	1.520	SMI	\$3,800.0000	\$5,776.00
0021	1260000000-E AGGREGATE SHOULDER BORROW	5.000	TON	\$105.0000	\$525.00
0022	1330000000-E INCIDENTAL MILLING	910.000	SY	\$18.0000	\$16,380.00
0023	1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C	760.000	TON	\$157.0000	\$119,320.00

0024	1503000000-E	550.000 TON	\$159.0000	\$87,450.00
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C			
0025	1519000000-E	2245.000 TON	\$165.0000	\$370,425.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5B			
0026	1575000000-E	215.000 TON	\$490.0000	\$105,350.00
	ASPHALT BINDER FOR PLANT MIX			
0027	1693000000-E	220.000 TON	\$340.0000	\$74,800.00
	ASPHALT PLANT MIX, PAVEMENT REPAIR			
0028	1880000000-E	19.000 TON	\$440.0000	\$8,360.00
	GENERIC PAVING ITEM PATCHING EXISTING PAVEMENT (FULL DEPTH, 0-5")			
0029	2022000000-E	44.800 CY	\$12.0000	\$537.60
	SUBDRAIN EXCAVATION			
0030	2026000000-E	200.000 SY	\$4.0000	\$800.00
	GEOTEXTILE FOR SUBSURFACE DRAINS			
0031	2036000000-E	33.600 CY	\$155.0000	\$5,208.00
	SUBDRAIN COARSE AGGREGATE			
0032	2044000000-E	200.000 LF	\$11.0000	\$2,200.00
	6" PERFORATED SUBDRAIN PIPE			
0033	2070000000-N	1.000 EA	\$425.0000	\$425.00
	SUBDRAIN PIPE OUTLET			
0034	2077000000-E	6.000 LF	\$35.0000	\$210.00
	6" OUTLET PIPE			
0035	2190000000-N	1.000 EA	\$500.0000	\$500.00
	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE			
0036	2286000000-N	26.000 EA	\$3,986.3000	\$103,643.80
	MASONRY DRAINAGE STRUCTURES			
0037	2308000000-E	7.000 LF	\$345.0000	\$2,415.00
	MASONRY DRAINAGE STRUCTURES			
0038	2352000000-N	2.000 EA	\$2,843.3800	\$5,686.76
	FRAME WITH GRATE, STD 840.**** (840.39)			
0039	2364000000-N	11.000 EA	\$1,165.6900	\$12,822.59
	FRAME WITH TWO GRATES, STD 840.16			
0040	2374000000-N	4.000 EA	\$1,290.8800	\$5,163.52
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)			
0041	2374000000-N	8.000 EA	\$1,290.8800	\$10,327.04
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)			
0042	2396000000-N	1.000 EA	\$920.0000	\$920.00
	FRAME WITH COVER, STD 840.54			
0043	2549000000-E	1160.000 LF	\$85.0000	\$98,600.00
	2'-6" CONCRETE CURB & GUTTER			
0044	2591000000-E	655.000 SY	\$145.0000	\$94,975.00
	4" CONCRETE SIDEWALK			
0045	2605000000-N	6.000 EA	\$3,100.0000	\$18,600.00
	CONCRETE CURB RAMPS			
0046	2612000000-E	230.000 SY	\$200.0000	\$46,000.00
	6" CONCRETE DRIVEWAY			
0047	2845000000-N	1.000 EA	\$1,000.0000	\$1,000.00
	ADJUSTMENT OF METER BOXES OR VALVE BOXES			
0048	3030000000-E	200.000 LF	\$27.0000	\$5,400.00



STEEL BEAM GUARDRAIL

0049	3150000000-N	5.000 EA	\$1.0000	\$5.00
	ADDITIONAL GUARDRAIL POSTS			
0050	3215000000-N	2.000 EA	\$3,025.0000	\$6,050.00
	GUARDRAIL ANCHOR UNITS, TYPE III			
0051	3288000000-N	2.000 EA	\$3,925.0000	\$7,850.00
	GUARDRAIL END UNITS, TYPE TL-2			
0052	3649000000-E	15.000 TON	\$85.7500	\$1,286.25
	RIP RAP, CLASS B			
0053	3656000000-E	190.000 SY	\$18.0000	\$3,420.00
	GEOTEXTILE FOR DRAINAGE			
0054	4025000000-E	25.250 SF	\$35.0000	\$883.75
	CONTRACTOR FURNISHED, TYPE *** SIGN (E)			
0055	4082000000-E	54.000 LF	\$50.0000	\$2,700.00
	SUPPORTS, WOOD			
0056	4102000000-N	4.000 EA	\$300.0000	\$1,200.00
	SIGN ERECTION, TYPE E			
0057	4158000000-N	10.000 EA	\$2.0000	\$20.00
	DISPOSAL OF SIGN SYSTEM, WOOD			
0058	4400000000-E	413.000 SF	\$15.0000	\$6,195.00
	WORK ZONE SIGNS (STATIONARY)			
0059	4405000000-E	96.000 SF	\$25.0000	\$2,400.00
	WORK ZONE SIGNS (PORTABLE)			
0060	4410000000-E	119.000 SF	\$9.0000	\$1,071.00
	WORK ZONE SIGNS (BARRICADE MOUNTED)			
0061	4413000000-E	264.000 SF	\$15.0000	\$3,960.00
	WORK ZONE ADVANCE/GENERAL WARNING SIGNING			
0062	4422000000-N	42.000 DAY	\$155.0000	\$6,510.00
	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)			
0063	4430000000-N	26.000 EA	\$65.0000	\$1,690.00
	DRUMS			
0064	4445000000-E	80.000 LF	\$25.0000	\$2,000.00
	BARRICADES (TYPE III)			
0065	4447000000-E	18.000 LF	\$125.0000	\$2,250.00
	PEDESTRIAN CHANNELIZING DEVICES			
0066	4455000000-N	4.000 DAY	\$2,200.0000	\$8,800.00
	FLAGGER			
0067	4457000000-N	1.000 LS	\$55,000.0000	\$55,000.00
	TEMPORARY TRAFFIC CONTROL			
0068	4600000000-N	3.000 EA	\$1,250.0000	\$3,750.00
	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES			
0069	4600000000-N	360.000 EA	\$1.0000	\$360.00
	GENERIC TRAFFIC CONTROL ITEM PEDESTRIAN TRANSPORT SERVICE			
0070	4685000000-E	2736.000 LF	\$3.0000	\$8,208.00
	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)			
0071	4695000000-E	160.000 LF	\$4.0000	\$640.00
	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)			
0072	4709000000-E	200.000 LF	\$15.0000	\$3,000.00
	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)			

0073	4770000000-E	388.000 LF	\$5.0000	\$1,940.00
	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)			
0074	4810000000-E	16200.000 LF	\$0.4500	\$7,290.00
	PAINT PAVEMENT MARKING LINES (4")			
0075	4820000000-E	160.000 LF	\$2.0000	\$320.00
	PAINT PAVEMENT MARKING LINES (8")			
0076	4835000000-E	200.000 LF	\$10.0000	\$2,000.00
	PAINT PAVEMENT MARKING LINES (24")			
0077	4890000000-E	16200.000 LF	\$1.2500	\$20,250.00
	GENERIC PAVEMENT MARKING ITEM HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINES (4", 55 MILS)			
0078	5325300000-E	116.000 LF	\$200.0000	\$23,200.00
	3" WATER LINE			
0079	5325400000-E	16.000 LF	\$100.0000	\$1,600.00
	4" WATER LINE			
0080	5325600000-E	907.000 LF	\$90.0000	\$81,630.00
	6" WATER LINE			
0081	5329000000-E	2130.000 LB	\$20.0000	\$42,600.00
	DUCTILE IRON WATER PIPE FITTINGS			
0082	5534000000-E	2.000 EA	\$2,350.0000	\$4,700.00
	**" VALVE (3")			
0083	5538000000-E	1.000 EA	\$2,500.0000	\$2,500.00
	4" VALVE			
0084	5540000000-E	7.000 EA	\$3,100.0000	\$21,700.00
	6" VALVE			
0085	5571000000-E	1.000 EA	\$5,950.0000	\$5,950.00
	**" TAPPING SLEEVE & VALVE (3")			
0086	5571400000-E	1.000 EA	\$6,850.0000	\$6,850.00
	4" TAPPING SLEEVE & VALVE			
0087	5571600000-E	2.000 EA	\$7,200.0000	\$14,400.00
	6" TAPPING SLEEVE & VALVE			
0088	5643100000-E	6.000 EA	\$1,900.0000	\$11,400.00
	3/4" WATER METER			
0089	5649000000-N	5.000 EA	\$1,600.0000	\$8,000.00
	RECONNECT WATER METER			
0090	5666000000-N	2.000 EA	\$8,000.0000	\$16,000.00
	FIRE HYDRANT			
0091	5673000000-E	43.000 LF	\$105.0000	\$4,515.00
	FIRE HYDRANT LEG			
0092	5686000000-E	458.000 LF	\$25.0000	\$11,450.00
	**" WATER SERVICE LINE (1")			
0093	5798000000-E	112.000 LF	\$25.0000	\$2,800.00
	ABANDON **" UTILITY PIPE (3")			
0094	5798000000-E	16.000 LF	\$70.0000	\$1,120.00
	ABANDON **" UTILITY PIPE (4")			
0095	5800000000-E	623.000 LF	\$15.9500	\$9,936.85
	ABANDON 6" UTILITY PIPE			
0096	5815000000-N	6.000 EA	\$425.0000	\$2,550.00
	REMOVE WATER METER			

0097	5815500000-N	2.000 EA	\$1,250.0000	\$2,500.00
	REMOVE FIRE HYDRANT			
0098	5872600000-E	330.000 LF	\$110.0000	\$36,300.00
	DIRECTIONAL DRILLING OF *** (6")			
0099	6000000000-E	5585.000 LF	\$3.9900	\$22,284.15
	TEMPORARY SILT FENCE			
0100	6006000000-E	75.000 TON	\$124.0000	\$9,300.00
	STONE FOR EROSION CONTROL, CLASS A			
0101	6009000000-E	55.000 TON	\$124.0000	\$6,820.00
	STONE FOR EROSION CONTROL, CLASS B			
0102	6012000000-E	175.000 TON	\$124.0000	\$21,700.00
	SEDIMENT CONTROL STONE			
0103	6015000000-E	1.000 ACR	\$1,800.0000	\$1,800.00
	TEMPORARY MULCHING			
0104	6018000000-E	100.000 LB	\$7.2500	\$725.00
	SEED FOR TEMPORARY SEEDING			
0105	6021000000-E	0.500 TON	\$1,800.0000	\$900.00
	FERTILIZER FOR TEMPORARY SEEDING			
0106	6024000000-E	200.000 LF	\$25.0000	\$5,000.00
	TEMPORARY SLOPE DRAINS			
0107	6029000000-E	520.000 LF	\$3.9900	\$2,074.80
	SAFETY FENCE			
0108	6030000000-E	110.000 CY	\$30.0000	\$3,300.00
	SILT EXCAVATION			
0109	6036000000-E	1500.000 SY	\$2.5000	\$3,750.00
	MATTING FOR EROSION CONTROL			
0110	6037000000-E	300.000 SY	\$7.7500	\$2,325.00
	COIR FIBER MAT			
0111	6042000000-E	710.000 LF	\$8.2500	\$5,857.50
	1/4" HARDWARE CLOTH			
0112	6048000000-E	445.000 SY	\$35.0000	\$15,575.00
	FLOATING TURBIDITY CURTAIN			
0113	6071002000-E	10.000 LB	\$100.0000	\$1,000.00
	FLOCCULANT			
0114	6071012000-E	150.000 LF	\$15.0000	\$2,250.00
	COIR FIBER WATTLE			
0115	6084000000-E	3.800 ACR	\$4,150.0000	\$15,770.00
	SEEDING & MULCHING			
0116	6087000000-E	0.500 ACR	\$500.0000	\$250.00
	MOWING			
0117	6090000000-E	50.000 LB	\$20.0000	\$1,000.00
	SEED FOR REPAIR SEEDING			
0118	6093000000-E	0.250 TON	\$2,000.0000	\$500.00
	FERTILIZER FOR REPAIR SEEDING			
0119	6096000000-E	50.000 LB	\$8.0000	\$400.00
	SEED FOR SUPPLEMENTAL SEEDING			
0120	6108000000-E	0.500 TON	\$2,200.0000	\$1,100.00
	FERTILIZER TOPDRESSING			
0121	6114500000-N	10.000 MHR	\$120.0000	\$1,200.00

SPECIALIZED HAND MOWING

0122	6114800000-N	1.000 MHR	\$110.0000	\$110.00
	MANUAL LITTER REMOVAL			
0123	6114900000-E	1.000 TON	\$500.0000	\$500.00
	LITTER DISPOSAL			
0124	6117000000-N	14.000 EA	\$1,000.0000	\$14,000.00
	RESPONSE FOR EROSION CONTROL			
0125	6117500000-N	2.000 EA	\$1,450.0000	\$2,900.00
	CONCRETE WASHOUT STRUCTURE			
0126	6132000000-N	105.000 EA	\$1.0000	\$105.00
	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT			
0127	6132000000-N	35.000 EA	\$1.0000	\$35.00
	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 2			
Section 0001 Total				\$2,700,531.02

Section 0004  
 STRUCTURE ITEMS

0128	8035000000-N	1.000 LS	\$686,935.3200	\$686,935.32
	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (15+42.50 -L-)			
0129	8065000000-N	1.000 LS	\$2,086.0700	\$2,086.07
	ASBESTOS ASSESSMENT			
0130	8121000000-N	1.000 LS	\$2,800.0000	\$2,800.00
	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (15+42.50 -L-)			
0131	8156000000-E	3235.000 SF	\$25.1500	\$81,360.25
	CONCRETE WEARING SURFACE			
0132	8161000000-E	4499.000 SF	\$3.5300	\$15,881.47
	GROOVING BRIDGE FLOORS			
0133	8175000000-E	123.700 CY	\$1,329.9400	\$164,513.58
	CLASS AA CONCRETE (BRIDGE)			
0134	8210000000-N	1.000 LS	\$98,575.0000	\$98,575.00
	BRIDGE APPROACH SLABS, STATION ***** (15+42.50 -L-)			
0135	8224000000-E	12889.000 LB	\$2.4400	\$31,449.16
	EPOXY COATED REINFORCING STEEL (BRIDGE)			
0136	8328000000-E	14.000 EA	\$2,845.7900	\$39,841.06
	PILE DRIVING EQUIPMENT SETUP FOR *** PRESTRESSED CONCRETE PILES (12")			
0137	8328200000-E	8.000 EA	\$4,664.4700	\$37,315.76
	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)			
0138	8329000000-E	420.000 LF	\$41.9800	\$17,631.60
	12" PRESTRESSED CONCRETE PILES			
0139	8350000000-E	160.000 LF	\$180.9000	\$28,944.00
	24" PRESTRESSED CONCRETE PILES			
0140	8364000000-E	400.000 LF	\$47.0900	\$18,836.00
	HP 12 X 53 STEEL PILES			
0141	8393000000-N	11.000 EA	\$725.0000	\$7,975.00
	PILE REDRIVES			
0142	8394000000-N	3.000 EA	\$1.0000	\$3.00
	DYNAMIC PILE TESTING			

0143	8475000000-E	175.250 LF	\$241.0700	\$42,247.52
	TWO BAR METAL RAIL			
0144	8517000000-E	190.250 LF	\$315.7300	\$60,067.63
	1'-**" X ***** CONCRETE PARAPET (1'-2" X 3'-7 1/16")			
0145	8608000000-E	308.000 TON	\$180.8500	\$55,701.80
	RIP RAP CLASS II (2'-0" THICK)			
0146	8622000000-E	342.000 SY	\$4.5500	\$1,556.10
	GEOTEXTILE FOR DRAINAGE			
0147	8657000000-N	1.000 LS	\$8,000.0000	\$8,000.00
	ELASTOMERIC BEARINGS			
0148	8762000000-E	1520.000 LF	\$260.4200	\$395,838.40
	3'-0" X 1'-9" PRESTRESSED CONC CORED SLABS			
Section 0004 Total				\$1,797,558.72
Item Total				\$4,498,089.74

**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: 0012068  
Bid Total: 4,498,089.74  
Goal: 4.00% (179,923.59)  
Total Entered: 6.30% (283,230.00)

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

<b>ID</b>	<b>Name</b>	<b>Is Supplier?</b>	<b>Item Count</b>	<b>Amount</b>	<b>Is Complete?</b>
19615	C D ROSE CONSTRUCTION LLC	False	2	283,230.00	True

Name: C D ROSE CONSTRUCTION LLC ID: 19615

Address: 110 W MARSH COVE DR 40 NAGS HEAD, NC 27959

Used As: SubContractor DBE Items Total:\$283,230.00

**Items for C D ROSE CONSTRUCTION LLC**

---

0001					
	ROADWAY ITEMS				
0005	0063000000-N GRADING	1.000 LS		\$177,670.0000	\$177,670.00
0006	0106000000-E BORROW EXCAVATION	2030.000 CY		\$52.0000	\$105,560.00
Section 0001 Total					\$283,230.00
Item Total					\$283,230.00

---

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

**Electronic Bid Submission**

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

## Attachments

Failure to complete and attach the Fuel Usage Factor Adjustment Form will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB.

Verify

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	LUMP SUM	224,900.00	224,900.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	LUMP SUM	55,000.00	55,000.00
0003	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR	5,000.00	5,000.00
0004	0057000000-E	226	UNDERCUT EXCAVATION	300 CY	20.00	6,000.00
0005	0063000000-N	SP	GRADING	LUMP SUM	177,670.00	177,670.00
0006	0106000000-E	230	BORROW EXCAVATION	2,030 CY	52.00	105,560.00
0007	0195000000-E	265	SELECT GRANULAR MATERIAL	300 CY	54.00	16,200.00
0008	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	300 SY	18.00	5,400.00
0009	0248000000-N	SP	GENERIC GRADING ITEM TYPE I BRIDGE APPROACH FILL, STA 15+42.50 -L-	LUMP SUM	50,650.00	50,650.00
0010	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	220 TON	104.65	23,023.00
0011	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	550 SY	16.00	8,800.00
0012	0335300000-E	305	18" DRAINAGE PIPE	80 LF	59.29	4,743.20
0013	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (15", 0.064")	344 LF	61.12	21,025.28
0014	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (18", 0.064")	64 LF	90.21	5,773.44
0015	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (24", 0.064")	108 LF	117.13	12,650.04
0016	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (30", 0.079")	292 LF	138.38	40,406.96
0017	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (36", 0.079")	292 LF	203.47	59,413.24
0018	0995000000-E	340	PIPE REMOVAL	859 LF	12.50	10,737.50
0019	1220000000-E	545	INCIDENTAL STONE BASE	485 TON	99.95	48,475.75
0020	1245000000-E	SP	SHOULDER RECONSTRUCTION	1.52 SMI	3,800.00	5,776.00
0021	1260000000-E	SP	AGGREGATE SHOULDER BORROW	5 TON	105.00	525.00
0022	1330000000-E	607	INCIDENTAL MILLING	910 SY	18.00	16,380.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0023	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	760 TON	157.00	119,320.00
0024	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	550 TON	159.00	87,450.00
0025	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,245 TON	165.00	370,425.00
0026	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	215 TON	490.00	105,350.00
0027	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	220 TON	340.00	74,800.00
0028	1880000000-E	SP	GENERIC PAVING ITEM PATCHING EXISTING PAVEMENT (FULL DEPTH, 0-5")	19 TON	440.00	8,360.00
0029	2022000000-E	815	SUBDRAIN EXCAVATION	44.8 CY	12.00	537.60
0030	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200 SY	4.00	800.00
0031	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	33.6 CY	155.00	5,208.00
0032	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF	11.00	2,200.00
0033	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA	425.00	425.00
0034	2077000000-E	815	6" OUTLET PIPE	6 LF	35.00	210.00
0035	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	1 EA	500.00	500.00
0036	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	26 EA	3,986.30	103,643.80
0037	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	7 LF	345.00	2,415.00
0038	2352000000-N	840	FRAME WITH GRATE, STD 840.**** (840.39)	2 EA	2,843.38	5,686.76
0039	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	11 EA	1,165.69	12,822.59
0040	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	4 EA	1,290.88	5,163.52
0041	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	8 EA	1,290.88	10,327.04
0042	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA	920.00	920.00
0043	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,160 LF	85.00	98,600.00



Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0044	2591000000-E	848	4" CONCRETE SIDEWALK	655 SY	145.00	94,975.00
0045	2605000000-N	848	CONCRETE CURB RAMPS	6 EA	3,100.00	18,600.00
0046	2612000000-E	848	6" CONCRETE DRIVEWAY	230 SY	200.00	46,000.00
0047	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	1 EA	1,000.00	1,000.00
0048	3030000000-E	862	STEEL BEAM GUARDRAIL	200 LF	27.00	5,400.00
0049	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA	1.00	5.00
0050	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	2 EA	3,025.00	6,050.00
0051	3288000000-N	862	GUARDRAIL END UNITS, TYPE TL-2	2 EA	3,925.00	7,850.00
0052	3649000000-E	876	RIP RAP, CLASS B	15 TON	85.75	1,286.25
0053	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	190 SY	18.00	3,420.00
0054	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	25.25 SF	35.00	883.75
0055	4082000000-E	903	SUPPORTS, WOOD	54 LF	50.00	2,700.00
0056	4102000000-N	904	SIGN ERECTION, TYPE E	4 EA	300.00	1,200.00
0057	4158000000-N	907	DISPOSAL OF SIGN SYSTEM, WOOD	10 EA	2.00	20.00
0058	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	413 SF	15.00	6,195.00
0059	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	96 SF	25.00	2,400.00
0060	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	119 SF	9.00	1,071.00
0061	4413000000-E	SP	WORK ZONE ADVANCE/GENERAL WARNING SIGNING	264 SF	15.00	3,960.00
0062	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	42 DAY	155.00	6,510.00
0063	4430000000-N	1130	DRUMS	26 EA	65.00	1,690.00
0064	4445000000-E	1145	BARRICADES (TYPE III)	80 LF	25.00	2,000.00
0065	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	18 LF	125.00	2,250.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0066	4455000000-N	1150	FLAGGER	4 DAY	2,200.00	8,800.00
0067	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	LUMP SUM	55,000.00	55,000.00
0068	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES	3 EA	1,250.00	3,750.00
0069	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PEDESTRIAN TRANSPORT SERVICE	360 EA	1.00	360.00
0070	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	2,736 LF	3.00	8,208.00
0071	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	160 LF	4.00	640.00
0072	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	200 LF	15.00	3,000.00
0073	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)	388 LF	5.00	1,940.00
0074	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	16,200 LF	0.45	7,290.00
0075	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	160 LF	2.00	320.00
0076	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	200 LF	10.00	2,000.00
0077	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINES (4", 55 MILS)	16,200 LF	1.25	20,250.00
0078	5325300000-E	1510	3" WATER LINE	116 LF	200.00	23,200.00
0079	5325400000-E	1510	4" WATER LINE	16 LF	100.00	1,600.00
0080	5325600000-E	1510	6" WATER LINE	907 LF	90.00	81,630.00
0081	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	2,130 LB	20.00	42,600.00
0082	5534000000-E	1515	*** VALVE (3")	2 EA	2,350.00	4,700.00
0083	5538000000-E	1515	4" VALVE	1 EA	2,500.00	2,500.00
0084	5540000000-E	1515	6" VALVE	7 EA	3,100.00	21,700.00
0085	5571000000-E	1515	*** TAPPING SLEEVE & VALVE (3")	1 EA	5,950.00	5,950.00
0086	5571400000-E	1515	4" TAPPING SLEEVE & VALVE	1 EA	6,850.00	6,850.00
0087	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	2 EA	7,200.00	14,400.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0088	5643100000-E	1515	3/4" WATER METER	6 EA	1,900.00	11,400.00
0089	5649000000-N	1515	RECONNECT WATER METER	5 EA	1,600.00	8,000.00
0090	5666000000-N	1515	FIRE HYDRANT	2 EA	8,000.00	16,000.00
0091	5673000000-E	1515	FIRE HYDRANT LEG	43 LF	105.00	4,515.00
0092	5686000000-E	1515	*** WATER SERVICE LINE (1")	458 LF	25.00	11,450.00
0093	5798000000-E	1530	ABANDON *** UTILITY PIPE (3")	112 LF	25.00	2,800.00
0094	5798000000-E	1530	ABANDON *** UTILITY PIPE (4")	16 LF	70.00	1,120.00
0095	5800000000-E	1530	ABANDON 6" UTILITY PIPE	623 LF	15.95	9,936.85
0096	5815000000-N	1530	REMOVE WATER METER	6 EA	425.00	2,550.00
0097	5815500000-N	1530	REMOVE FIRE HYDRANT	2 EA	1,250.00	2,500.00
0098	5872600000-E	1550	DIRECTIONAL DRILLING OF *** (6")	330 LF	110.00	36,300.00
0099	6000000000-E	1605	TEMPORARY SILT FENCE	5,585 LF	3.99	22,284.15
0100	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	75 TON	124.00	9,300.00
0101	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	55 TON	124.00	6,820.00
0102	6012000000-E	1610	SEDIMENT CONTROL STONE	175 TON	124.00	21,700.00
0103	6015000000-E	1615	TEMPORARY MULCHING	1 ACR	1,800.00	1,800.00
0104	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	100 LB	7.25	725.00
0105	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	0.5 TON	1,800.00	900.00
0106	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF	25.00	5,000.00
0107	6029000000-E	SP	SAFETY FENCE	520 LF	3.99	2,074.80
0108	6030000000-E	1630	SILT EXCAVATION	110 CY	30.00	3,300.00
0109	6036000000-E	1631	MATTING FOR EROSION CONTROL	1,500 SY	2.50	3,750.00
0110	6037000000-E	1629	COIR FIBER MAT	300 SY	7.75	2,325.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0111	6042000000-E	1632	1/4" HARDWARE CLOTH	710 LF	8.25	5,857.50
0112	6048000000-E	SP	FLOATING TURBIDITY CURTAIN	445 SY	35.00	15,575.00
0113	6071002000-E	1642	FLOCCULANT	10 LB	100.00	1,000.00
0114	6071012000-E	1642	COIR FIBER WATTLE	150 LF	15.00	2,250.00
0115	6084000000-E	1660	SEEDING & MULCHING	3.8 ACR	4,150.00	15,770.00
0116	6087000000-E	1660	MOWING	0.5 ACR	500.00	250.00
0117	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB	20.00	1,000.00
0118	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	2,000.00	500.00
0119	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50 LB	8.00	400.00
0120	6108000000-E	1665	FERTILIZER TOPDRESSING	0.5 TON	2,200.00	1,100.00
0121	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	120.00	1,200.00
0122	6114800000-N	SP	MANUAL LITTER REMOVAL	1 MHR	110.00	110.00
0123	6114900000-E	SP	LITTER DISPOSAL	1 TON	500.00	500.00
0124	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	14 EA	1,000.00	14,000.00
0125	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	2 EA	1,450.00	2,900.00
0126	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT	105 EA	1.00	105.00
0127	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 2	35 EA	1.00	35.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
STRUCTURE ITEMS						
0128	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (15+42.50 -L-)	LUMP SUM	686,935.32	686,935.32
0129	8065000000-N	SP	ASBESTOS ASSESSMENT	LUMP SUM	2,086.07	2,086.07
0130	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (15+42.50 -L-)	LUMP SUM	2,800.00	2,800.00
0131	8156000000-E	SP	CONCRETE WEARING SURFACE	3,235 SF	25.15	81,360.25
0132	8161000000-E	420	GROOVING BRIDGE FLOORS	4,499 SF	3.53	15,881.47
0133	8175000000-E	420	CLASS AA CONCRETE (BRIDGE)	123.7 CY	1,329.94	164,513.58
0134	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (15+42.50 -L-)	LUMP SUM	98,575.00	98,575.00
0135	8224000000-E	425	EPOXY COATED REINFORCING STEEL (BRIDGE)	12,889 LB	2.44	31,449.16
0136	8328000000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** PRESTRESSED CONCRETE PILES (12")	14 EA	2,845.79	39,841.06
0137	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)	8 EA	4,664.47	37,315.76
0138	8329000000-E	450	12" PRESTRESSED CONCRETE PILES	420 LF	41.98	17,631.60
0139	8350000000-E	450	24" PRESTRESSED CONCRETE PILES	160 LF	180.90	28,944.00
0140	8364000000-E	450	HP 12 X 53 STEEL PILES	400 LF	47.09	18,836.00
0141	8393000000-N	450	PILE REDRIVES	11 EA	725.00	7,975.00
0142	8394000000-N	450	DYNAMIC PILE TESTING	3 EA	1.00	3.00
0143	8475000000-E	460	TWO BAR METAL RAIL	175.25 LF	241.07	42,247.52
0144	8517000000-E	460	1'-*** X ***** CONCRETE PARAPET (1'-2" X 3'-7 1/16")	190.25 LF	315.73	60,067.63
0145	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	308 TON	180.85	55,701.80
0146	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	342 SY	4.55	1,556.10

Contract Item Sheets For C204732

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0147	8657000000-N	430	ELASTOMERIC BEARINGS	LUMP SUM	8,000.00	8,000.00
0148	8762000000-E	430	3'-0" X 1'-9" PRESTRESSED CONC CORED SLABS	1,520 LF	260.42	395,838.40
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$4,498,089.74

1357/Jun26/Q91227.92/D661496214000/E148

Contract No. C204732  
County Dare

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**

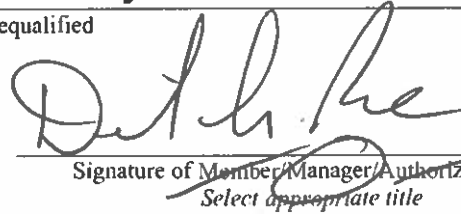
Address as Prequalified



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.**     **C204732**

**County (ies):**    **Dare**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

*Ronald E. Davenport, Jr.*

52C46046381F443...

Contract Officer

07/09/2024

Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:

*[Signature]*

646E313577A7476...

Attorney General

07/09/2024

Date

Signature Sheet (Bid - Acceptance by Department)

Contract No. C204732  
 County Dare

## CONTRACT PAYMENT BOND

Date of Payment Bond Execution June 27, 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: Four Million Four Hundred Ninety Eight Thousand Eighty Nine Dollars and 74/100 \$4,498,089.74

Contract ID No.: C204732

County Name: Dare

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. C204732  
County Dare

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

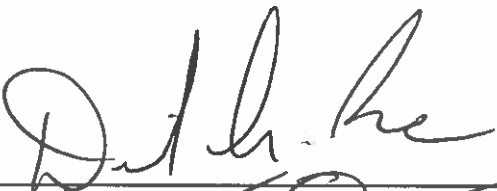
Contract No. C204732  
County Dare

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 S., Mount Airy, NC 27030  
Address as prequalified

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

David L. Rowe Manager  
Print or type Signer's name

Contract No. C204732  
 County Dare

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: June 27, 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: Four Million Four Hundred Ninety Eight Thousand Eighty Nine Dollars and 74/100 \$4,498,089.74

Contract ID No.: C204732

County Name: Dare

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. C204732  
County Dare

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. C204732  
County Dare


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 S., Mount Airy, NC 27030  
Address as prequalified

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

David L. Rowe Manager  
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.: 108047057

Principal: Smith-Rowe, LLC

OR

Obligee: North Carolina Department of Transportation

Project Description: Dare County - C204732

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

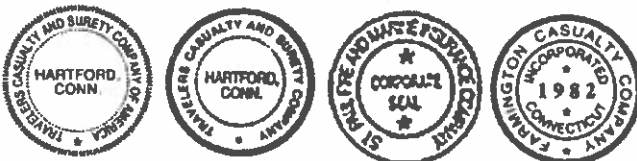
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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 27th day of June, 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.