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

#### **CONTRACT** AND

#### **CONTRACT BONDS**

FOR CONTRACT NO. C204937

WBS 44354.3.1 STATE FUNDED

T.I.P NO. <u>U-5783</u>

COUNTY OF HENDERSON

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER <u>US-64</u> LENGTH <u>1.167</u> MILES

LOCATION US-64 FROM SR-1180 (BLYTHE ST) TO SR-1173 (WHITE PINE DR)/SR-1186

(DANIEL DR).

CONTRACTOR TENNOCA CONSTRUCTION COMPANY

ADDRESS P.O. BOX 2379

CANDLER, NC 28715

BIDS OPENED AUGUST 20, 2024

CONTRACT EXECUTION 09/10/2024

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

#### **PROPOSAL**

#### INCLUDES ADDENDUM No. 2 DATED 08-07-2024

DATE AND TIME OF BID OPENING: Aug 20, 2024 AT 02:00 PM

CONTRACT ID C204937

WBS 44354.3.1

FEDERAL-AID NO. STATE FUNDED

COUNTY HENDERSON

T.I.P NO. U-5783

MILES 1.167

ROUTE NO. US-64

LOCATION US-64 FROM SR-1180 (BLYTHE ST) TO SR-1173 (WHITE PINE DR)/SR-1186

(DANIEL DR).

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

#### NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

C204937 U-5783 Henderson County

#### PROPOSAL FOR THE CONSTRUCTION OF CONTRACT No. C204937 IN HENDERSON 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. C204937 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. C204937 in Henderson 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

Konald Elton Davenport, Jr. —52C46046381F443... 08/07/2024

#### **TABLE OF CONTENTS**

## COVER SHEET PROPOSAL SHEET

#### **PROJECT SPECIAL PROVISIONS**

HAUL ROADS:	G-1
CONTRACT TIME AND LIQUIDATED DAMAGES:	G-1
INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:	G-1
INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:	
INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:	G-3
INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:	G-4
INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:	G-4
INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:	G-4
INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES:	G-5
INTERMEDIATE CONTRACT TIME NUMBER 8 AND LIQUIDATED DAMAGES:	G-5
INTERMEDIATE CONTRACT TIME NUMBER 9 AND LIQUIDATED DAMAGES:	G-5
INTERMEDIATE CONTRACT TIME NUMBER 10 AND LIQUIDATED DAMAGES:	G-6
INTERMEDIATE CONTRACT TIME NUMBER 11 AND LIQUIDATED DAMAGES:	
PERMANENT VEGETATION ESTABLISHMENT:	G-7
DELAY IN RIGHT OF ENTRY:	G-7
MAJOR CONTRACT ITEMS:	G-8
SPECIALTY ITEMS:	G-8
FUEL PRICE ADJUSTMENT:	
STEEL PRICE ADJUSTMENT:	
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:	
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:	
RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:	
USE OF UNMANNED AIRCRAFT SYSTEM (UAS):	
EQUIPMENT IDLING GUIDELINES:	G-38
SUBSURFACE INFORMATION:	
MAINTENANCE OF THE PROJECT:	
BID DOCUMENTATION:	
TWELVE MONTH GUARANTEE:	
OUTSOURCING OUTSIDE THE USA:	
EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:	G-44
PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:	G-49
ROADWAY	R-1
STANDARD SPECIAL PROVISIONS	
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS	CCD 1
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY	
ERRATA	
PLANT AND PEST QUARANTINES	
MINIMUM WAGES	

ON-THE-JOB TRAINING	SSP-17
UNIT PROJECT SPECIAL PROVISIONS	
GEOTECHNICAL	
GEOENVIRONMENTAL	GV-1
UTILITY CONSTRUCTION	
UTILITY BY OTHERS	UBO-1
CONSTRUCTION UTILITY COORDINATOR	US-1
EROSION CONTROL	EC-1
TRAFFIC SIGNALS	TS-1

### PROPOSAL ITEM SHEET

ITEM SHEET(S)

#### **PROJECT SPECIAL PROVISIONS**

#### **GENERAL**

#### **HAUL ROADS:**

(7-16-24) 105 SPI G04

Revise the *Standard Specifications* as follows:

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

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

#### **CONTRACT TIME AND LIQUIDATED DAMAGES:**

(4-17-12)(Rev. 5-16-23) 108 SP1 G08 C

The date of availability for this contract is May 1, 2025 from the beginning of the project to -L-Sta. 40+50 +/- (including any associated -Y- Line except -Y1- and -Y2-), except October 15, 2025 from -L- Sta. 40+50 +/- to the end of the project (including any associated -Y- Line). The date of availability for -Y1- (Windsor Drive) and -Y2- (White Pine Drive) is November 4, 2024.

The completion date for this contract is **November 11, 2028**.

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 SPI G13 A

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

The date of availability for this intermediate contract time is May 1, 2025 from the beginning of the project to -L- Sta. 40+50 +/- (including any associated -Y- Line except -Y1- and -Y2-), except October 15, 2025 from -L- Sta. 40+50 +/- to the end of the project (including any associated -Y- Line). The date of availability for -Y1- (Windsor Drive) and -Y2- (White Pine Drive) is November 4, 2024.

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

The liquidated damages for this intermediate contract time are Three Thousand Five Hundred Dollars (\$ 3,500.00) 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: SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on -L- (US 64) during the following time restrictions:

#### DAY AND TIME RESTRICTIONS

Monday thru Friday, 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.

In addition, the Contractor shall not close or narrow a lane of traffic on -L- (US 64), detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

#### HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

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

- 6. For **Labor Day**, between the hours of **7:00 A.M.** Friday and **6:00 P.M.** Tuesday.
- 7. For **Thanksgiving**, between the hours of **7:00 A.M.** Tuesday and **6:00 P.M.** Monday.
- 8. For **Christmas**, between the hours of **7:00 A.M.** the Friday before the week of Christmas Day and **6:00 P.M.** the following Tuesday after the week of Christmas Day.
- 9. For **Fall Leaf Season**, between the hours of **7:00 A.M.** Thursday and **6:00 P.M.** Monday, for each weekend in the month of October.
- 10. For the North Carolina Apple Festival, between the hours of 7:00 A.M. the Thursday before the North Carolina Apple Festival and 6:00 P.M. the following Tuesday after the North Carolina Apple Festival.

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

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

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

The liquidated damages are Two Hundred Fifty Dollars (\$ 250.00) per fifteen (15) minute time period.

### INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES: (2-20-07) 108 SP1 G14 G

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **Any Road other than -L- (US 64)** during the following time restrictions:

#### DAY AND TIME RESTRICTIONS

#### Monday thru Friday, 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.

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

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

The liquidated damages are Two Hundred Fifty Dollars (\$ 250.00) per hour. These liquidated damages shall not apply to work required by Intermediate Contract Times #4 thru #11.

#### INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete all work required of Phase 1A, Step #3 (-Y2- (White Pine Drive) & -Geenway1-) as shown on Sheets TMP-1D & TMP-2A and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **sixty-five** (65) consecutive calendar days after and including the date the Contractor begins this work.

The Day and Time Restrictions contained in Intermediate Contract Time #3 will not apply to the work required by this intermediate contract time.

The liquidated damages are **Seven Hundred Dollars** (\$ 700.00) per calendar day.

#### INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

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

108

<u>5</u>P1 G14 I

The Contractor shall complete all work required of Phase 1A, Step #4 (-Y3- (Daniel Drive) and -Geenway2-) as shown on Sheets TMP-1D & TMP-2B and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **forty (40)** consecutive calendar days after and including the date the Contractor begins this work.

The Day and Time Restrictions contained in Intermediate Contract Time #3 will not apply to the work required by this intermediate contract time.

The liquidated damages are **Nine Hundred Dollars** (\$ 900.00) per calendar day.

#### **INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:**

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

108

SP1 G14 H

The Contractor shall complete all work required of Phase 1A, Step #5 (-Y1A- (Windsor Drive)) as shown on Sheets TMP-1D, TMP-2H, & TMP-2I and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **thirty (30)** consecutive calendar days after and including the date the Contractor begins this work.

The Day and Time Restrictions contained in Intermediate Contract Time #3 will not apply to the work required by this intermediate contract time.

The liquidated damages are **Six Hundred Dollars** (\$ 600.00) per calendar day.

#### INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete all work required of Phase 3A, Step #2 (-Y7- (Glasgow Lane)) as shown on Sheets TMP-1E & TMP-2E and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **thirty (30)** consecutive calendar days after and including the date the Contractor begins this work.

The Day and Time Restrictions contained in Intermediate Contract Time #3 will not apply to the work required by this intermediate contract time.

The liquidated damages are **Six Hundred Dollars** (\$ 600.00) per calendar day.

#### **INTERMEDIATE CONTRACT TIME NUMBER 8 AND LIQUIDATED DAMAGES:**

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

108

SP1 G14 F

The Contractor shall complete all work required of Phase 3A, Step #3 (-Y8- (Broadway Street)) as shown on Sheets TMP-1E & TMP-2F and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **thirty (30)** consecutive calendar days after and including the date the Contractor begins this work.

The Day and Time Restrictions contained in Intermediate Contract Time #3 will not apply to the work required by this intermediate contract time.

The liquidated damages are Six Hundred Dollars (\$ 600.00) per calendar day.

#### INTERMEDIATE CONTRACT TIME NUMBER 9 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 F

The Contractor shall complete all work required of Phase 4A, Steps #3 & #4 (-Y12- (Blythe Street)) as shown on Sheets TMP-1F & TMP-2C and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **ninety-five** (95) consecutive calendar days after and including the date the Contractor begins this work.

The Day and Time Restrictions contained in Intermediate Contract Time #3 will not apply to the work required by this intermediate contract time.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$ 2,500.00)** per calendar day.

#### **INTERMEDIATE CONTRACT TIME NUMBER 10 AND LIQUIDATED DAMAGES:**

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

100

SP1 G14 I

The Contractor shall complete all work required of Phase 5A, Steps #2 & #3 (-Y13- (Blythe Street)) as shown on Sheets TMP-1F & TMP-2D and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **ninety (90)** consecutive calendar days after and including the date the Contractor begins this work.

The Day and Time Restrictions contained in Intermediate Contract Time #3 will not apply to the work required by this intermediate contract time.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$ 2,500.00)** per calendar day.

#### INTERMEDIATE CONTRACT TIME NUMBER 11 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete all work required of Phase 5A, Steps #5 & #6 (-Y9- (Westbrook Drive)) as shown on Sheets TMP-1F & TMP-2G and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **twenty-one** (21) consecutive calendar days after and including the date the Contractor begins this work.

The Day and Time Restrictions contained in Intermediate Contract Time #3 will not apply to the work required by this intermediate contract time.

The liquidated damages are Six Hundred Dollars (\$ 600.00) per calendar day.

#### **PERMANENT VEGETATION ESTABLISHMENT:**

(2-16-12)(Rev. 1-16-24) 104 SPI G16

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

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

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

#### **DELAY IN RIGHT OF ENTRY:**

(7-1-95) (Rev. 7-15-14) 108 SPI G22

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

Parcel No.	Property Owner	<u>Date</u>
065	Mark K. White	09-30-2024

#### **MAJOR CONTRACT ITEMS:**

(2-19-02)(Rev. 1-16-24) 104 SP1 G28

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

Line #	Description
40	Asphalt Concrete Intermediate Course, Type I19.0C
42	Asphalt Concrete Surface Course, Type S9.5C
227	Asphalt Concrete Base Course, Type B25.0C
232	Soldier Pile Retaining Walls
OR	
40	Asphalt Concrete Intermediate Course, Type I19.0C
42	Asphalt Concrete Surface Course, Type S9.5C
230	Asphalt Concrete Base Course, Type B25.0C
232	Soldier Pile Retaining Walls

#### **SPECIALTY ITEMS:**

(7-1-95)(Rev. 1-16-24) 108-6 SP1 G37

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

Line#	Description
75-78	Guardrail
79-80	Fencing
85-94	Signing
103-108	Long-Life Pavement Markings
113	Permanent Pavement Markers
115-159	Utility Construction
160-188	Erosion Control
189-225	Signals/ITS System

#### **FUEL PRICE ADJUSTMENT:**

(11-15-05)(Rev. 1-16-24) 109-8 SP1 G43

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

The base index price for DIESEL #2 FUEL is \$ 2.6123 per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

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

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

 $\frac{https://connect.ncdot.gov/letting/LetCentral/Fuel\%20Usage\%20Factor\%20Adjustment\%20Form}{\%20-\%20\%20Starting\%20Nov\%202022\%20Lettings.pdf}$ 

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)

#### **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:

 $\frac{https://connect.ncdot.gov/letting/LetCentral/Eligible\%20Bid\%20Items\%20for\%20Steel\%20Price \underline{\%20Adjustment.xlsx}$ 

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 $ 38.5 per hundredweight. The bidding index for Category 2 Steel items is $ 53.56 per hundredweight. The bidding index for Category 3 Steel items is $ 60.78 per hundredweight. The bidding index for Category 4 Steel items is $ 38.85 per hundredweight. The bidding index for Category 5 Steel items is $ 53.69 per hundredweight. The bidding index for Category 6 Steel items is $ 53.87 per hundredweight. The bidding index for Category 7 Steel items is $ 40.3 per hundredweight.
```

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

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

Guardrail Items and Pipe	Based on one or more	Material Received	4
Piles	Fastmarkets indices	Date**	
Fence Items	Based on one or more	Material Received	5
	Fastmarkets indices	Date**	
Overhead Sign Assembly,	Based on one or more	Material Received	6
Signal Poles, High Mount	Fastmarkets indices	Date**	
Standards			
Prestressed Concrete	Based on one or more	Cast Date of Member	7
Members	Fastmarkets indices		

<sup>\*</sup> BI and MI are in converted units of Dollars per Hundredweight (\$/CWT)

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

<sup>\*\*</sup> 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.

- 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:

 $\frac{https://connect.ncdot.gov/projects/construction/Construction\%20Forms/Form\%20SPA-3\%20NCDOT\%20Steel\%20Price\%20Adjustment\%20Calculator.xlsx$ 

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:

SPA = ((MI/BI) - 1) \* BI \* (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	<u>C203394</u>	Bid Reference Month	<u>January 2019</u>
Submittal Date	8/31/2019		
Contract Line Item	237		
Line Item Description	APPROXLBS Structural	Steel	
Sequential Submittal Number	<u>2</u>		

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

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

#### **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:

$$SPA = ((MI/BI) - 1) * BI * (Q/100)$$

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.

BI = \$36.12/CWT

MI = \$64.89 / CWT

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

Q = 450,000 lbs.

SPA = 0.79651162791x \$36.12 x (450,000/100)

SPA = 0.79651162791\* \$36.12 \*4,500

SPA = \$129,465 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:

$$SPA = ((MI/BI) - 1) * BI * (Q/100)$$

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.

BI = \$46.72 / CWT

MI = \$27.03 / CWT

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

Q = 600,000 lbs.

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

SPA = -0.421446917808 \* \$46.72 \*6,000

SPA = \$118,140.00 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:

$$SPA = ((MI/BI) - 1) * BI * (Q/100)$$

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.

BI = \$29.21/CWT

MI = \$43.13 / CWT

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

Q = 103932 lbs.

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

SPA = 0.47654912701 \* \$29.21 \*1,039.32

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

#### **SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08)(Rev. 7-16-24) 108-2 SPI G58

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

<u>Fiscal Year</u>			<u>Progress (% of Dollar Value)</u>		
	2025	(7/01/24 - 6/30/25)	24% of Total Amount Bid		
	2026	(7/01/25 - 6/30/26)	32% of Total Amount Bid		
	2027	(7/01/26 - 6/30/27)	29% of Total Amount Bid		
	2028	(7/01/27 - 6/30/28)	15% of Total Amount Bid		

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

#### MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)(Rev. 5-9-24) 102-15(J) SPI G66

#### **Description**

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

#### **Definitions**

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will <u>not</u> be used to meet the Combined MBE /WBE Goal. No submittal of a Letter of Intent is required.

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

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

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

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

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

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

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

Regular Dealer - A firm that owns (or leases), and operates a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in sufficient quantities, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, concrete or concrete products, gravel, stone, asphalt and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Any supplement of regular dealers' own distribution equipment shall be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.

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

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

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

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

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

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

#### Forms and Websites Referenced in this Provision

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

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

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

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

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.

 $\frac{http://connect.ncdot.gov/projects/construction/Construction\%20Forms/Joint\%20Check\%20Notification\%20Form.pdf}{}$ 

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

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

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

 $\frac{http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE\%20Subcontractor\%20Quote \\ \underline{\%20Comparison\%20Example.xls}$ 

DBE Regular Dealer/Distributor Affirmation Form – Form is used to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively of the cost of materials or supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 49 CFR 26.55 under the contract at issue. A Contractor will submit the completed form with the Letter of Intent. <a href="https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form%20-%20USDOT%202024.pdf">https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form%20-%20USDOT%202024.pdf</a>

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

The Combined MBE/WBE Goal for this project is 5.0%

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

#### (A) Minority Business Enterprises 2.0%

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

#### (B) Women Business Enterprises 3.0%

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

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

#### **Directory of Transportation Firms (Directory)**

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

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

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

#### **Listing of MBE/WBE Subcontractors**

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

#### (A) Electronic Bids

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

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

#### (B) Paper Bids

- (1) If the Combined MBE/WBE Goal is more than zero,
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
  - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the

- appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
- (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE Goal.
- (2) If the Combined MBE/WBE Goal is zero, entries on the Listing of MBE and WBE Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

#### **MBE or WBE Prime Contractor**

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

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

#### Written Documentation – Letter of Intent

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

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

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE Goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE Goal. If the lack of this participation drops the commitment below the Combined MBE/WBE Goal, the Contractor shall submit evidence of good faith efforts for the goal, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 10:00 a.m. on the eighth calendar day following opening of bids, unless the eighth day falls on an official state

holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

#### **Banking MBE/WBE Credit**

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

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

#### **Submission of Good Faith Effort**

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

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

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE Goal will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith

efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the Combined MBE/WBE Goal.
- (2) The bidders' past performance in meeting the contract goal.
- (3) The performance of other bidders in meeting the advertised goal. For example, when the apparent successful bidder fails to meet the goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the advertised goal, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

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

#### **Non-Good Faith Appeal**

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

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

#### (A) Participation

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

#### (B) Joint Checks

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

#### (C) Subcontracts (Non-Trucking)

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

#### (D) Joint Venture

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

#### (F) Manufacturer, Regular Dealer, Distributor

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

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

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

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

# **Commercially Useful Function**

# (A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

# (B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE Goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no

interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.

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

## MBE/WBE Replacement

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

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

A committed MBE/WBE subcontractor may only be terminated or any portion of its work after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. Good cause does not exist if the Contractor seeks to terminate a

MBE/WBE or any portion of its work that it relied upon to obtain the contract so that the Contractor can self-perform the work for which the MBE/WBE was engaged, or so that the Contractor can substitute another MBE/WBE or non- MBE/WBE contractor after contract award. For purposes of this section, good cause shall include the following circumstances:

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

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

# (A) Performance Related Replacement

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

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

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:

- (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
- (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.
- (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

# (B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement but not the overall goal.
  - (i) If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract. The Department may continue to count participation equal to the remaining work performed by the decertified firm which will count toward the contract goal requirement and overall goal.
  - (ii) If the MBE/WBE's ineligibility is caused solely by its acquisition by or merger with a non-MBE/WBE during the performance of the contract. The Department may not continue to count the portion of the decertified firm's performance on the contract remaining toward either the contract goal or the overall goal, even if the Contractor has executed a subcontract with the firm or the Department has executed a prime contract with the MBE/WBE that was later decertified.
- When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

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

# **Changes in the Work**

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

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

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

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

# **Reports and Documentation**

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

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

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

# Reporting Minority and Women Business Enterprise Participation

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

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

(B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBEs/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future DOT projects until the required information is submitted.

Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments through the Department's Payment Tracking System.

## **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

## RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20) SP01 G090

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

### **USE OF UNMANNED AIRCRAFT SYSTEM (UAS):**

(8-20-19) SP1 G092

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

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

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

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

# **EQUIPMENT IDLING GUIDELINES:**

(1-19-21) 107 SPI G096

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

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

- 1. Idling when queuing.
- 2. Idling to verify the vehicle is in safe operating condition.
- 3. Idling for testing, servicing, repairing or diagnostic purposes.
- 4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
- 5. Idling required to bring the machine system to operating temperature.
- 6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
- 7. Idling to ensure safe operation of the vehicle.
- 8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
- 9. When specific traffic, safety, or emergency situations arise.
- 10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
- 11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
- 12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

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

# **SUBSURFACE INFORMATION:**

(7-1-95)(Rev. 8-16-22) 450 SPI GI12 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 SPI 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.

### **BID DOCUMENTATION:**

(1-1-02) (Rev.8-20-24) 103 SPI G142

#### General

The successful Bidder (Contractor) shall submit the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation used to prepare the bid for this contract to the Department within 10 days after receipt of notice of award of contract. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility selected by the Department.

The Department will not execute the contract until the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation has been received by the Department.

#### **Terms**

Bid Documentation - Bid Documentation shall mean all written information, working papers, computer printouts, electronic media, charts, and all other data compilations which contain or reflect information, data, and calculations used by the Bidder in the preparation of the bid. The term bid documentation includes, but is not limited to, contractor equipment rates, contractor overhead rates, labor rates, efficiency or productivity factors, arithmetical calculations, and quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Bidder in formulating and determining the bid. The term bid documentation also includes any manuals, which are standard to the industry used by the Bidder in determining the bid. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the publication and the publisher. Bid Documentation does not include bid documents provided by the Department for use by the Bidder in bidding on this project. The Bid Documentation can be in the form of electronic submittal (i.e. thumb drive) or paper. If the Bidder elects to submit the Bid Documentation in electronic format, the Department requires a backup submittal (i.e. a second thumb drive) in case one is corrupted.

Contractor's Representative - Officer of the Contractor's company; if not an officer, the Contractor shall supply a letter signed and notarized by an officer of the Contractor's company, granting permission for the representative to sign the escrow agreement on behalf of the Contractor.

*Escrow Agent* - Officer of the select banking institution or other bonded document storage facility authorized to receive and release bid documentation.

### **Escrow Agreement Information**

A draft copy of the Escrow Agreement will be mailed to the Bidder after the notice of award for informational purposes. The Bidder and Department will sign the actual Escrow Agreement at the time the bid documentation is delivered to the Escrow Agent.

### **Failure to Provide Bid Documentation**

The Bidder's failure to provide the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation within 14 days after the notice of award is received may be just cause for rescinding the award of the contract and may result in the removal of the Bidder from the Department's list of qualified bidders for a period of up to 180 days. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under the contract or otherwise, as the Department may decide.

#### **Submittal of Bid Documentation**

- (A) Appointment Email specs@ncdot.gov or call 919.707.6900 to schedule an appointment.
- (B) Delivery A representative of the Bidder shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within 10 days after the notice of award is received.

(C) Packaging – The container shall be no larger than 15.5 inches in length by 12 inches wide by 11 inches high and shall be water resistant. The container shall be clearly marked on the face and the back of the container with the following information: Bid Documentation, Bidder's Name, Bidder's Address, Date of Escrow Submittal, Contract Number, TIP Number if applicable, and County.

### **Affidavit**

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

#### Verification

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

## **Confidentiality of Bid Documentation**

The bid documentation and affidavit in escrow are, and will remain, the property of the Bidder. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless the Contractor gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department. In the event of such written notice of intent to file a claim, filing of a written claim, filing a written and verified claim, or initiation of litigation against the Department, or receipt of a letter from the Contractor authorizing release, the bid documentation and affidavit may become the property of the Department for use in considering any claim or in litigation as the Department may deem appropriate.

Any portion or portions of the bid documentation designated by the Bidder as a *trade secret* at the time the bid documentation is delivered to the State Contract Officer acting directly or through a duly authorized representative shall be protected from disclosure as provided by *G.S. 132-1.2*.

#### **Duration and Use**

The bid documentation and affidavit shall remain in escrow until 60 calendar days from the time the Contractor receives the final estimate; or until such time as the Contractor:

- (A) Gives written notice of intent to file a claim,
- (B) Files a written claim,
- (C) Files a written and verified claim,
- (D) Initiates litigation against the Department related to the contract; or
- (E) Authorizes in writing its release.

Upon the giving of written notice of intent to file a claim, filing a written claim, filing a written and verified claim, or the initiation of litigation by the Contractor against the Department, or receipt of a letter from the Contractor authorizing release, the Department may obtain the release and custody of the bid documentation.

The Bidder certifies and agrees that the sealed container placed in escrow contains all of the bid documentation used to determine the bid and that no other bid documentation shall be relevant or material in litigation over claims brought by the Contractor arising out of this contract.

### **Release of Bid Documentation to the Contractor**

If the bid documentation remains in escrow 60 calendar days after the time the Contractor receives the final estimate and the Contractor has not filed a written claim, filed a written and verified claim, or has not initiated litigation against the Department related to the contract, the Department will instruct the Escrow Agent to release the sealed container to the Contractor.

The Contractor will be notified by certified letter from the Escrow Agent that the bid documentation will be released to the Contractor. The Contractor or his representative shall retrieve the bid documentation from the Escrow Agent within 30 days of the receipt of the certified letter. If the Contractor does not receive the documents within 30 days of the receipt of the certified letter, the Department will contact the Contractor to determine final dispersion of the bid documentation.

## **Payment**

The cost of the escrow will be borne by the Department. There will be no separate payment for all costs of compilation of the data, container, or verification of the bid documentation. Payment at the various contract unit or lump sum prices in the contract will be full compensation for all such costs.

## **TWELVE MONTH GUARANTEE:**

(7-15-03) 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.

### **OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

### EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 12-15-20) 105-16, 225-2, 16 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)

05-16, 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 <a href="https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/TurbidityReductionOptionSheet.pdf">https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/TurbidityReductionOptionSheet.pdf</a> to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

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

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

# **PROJECT SPECIAL PROVISIONS**

# **ROADWAY**

# **CLEARING AND GRUBBING - METHOD II:**

(9-17-02)(Rev. 3-19-24) 200 SP2 R02A

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

# **BUILDING REMOVAL:**

(1-1-02) (Rev. 1-16-24) 215 SP2 R15 C

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

Parcel: 065
Item #: 1

Description: 1SFD, carport, shed

Location: SS 11+50 R approx., SL -Y12-

Parcel: 085
Item #: 2

Description: Metal garage, structures Location: SS 64+00 L approx., SL -L-

When the description of the work for an item indicates a building partially inside and partially outside the right of way and/or construction area, but does not require the building to be cut off, the entire building shall be removed.

### **TEMPORARY PAVEMENT:**

(8-15-00) (Rev. 4-21-15) 1101 SP2 R30A(Rev)

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

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

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

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

## SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)(Rev. 1-16-24) 235, 560 SP2 R45 A

# **Description**

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

## **Measurement and Payment**

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

# MANUFACTURED QUARRY FINES IN EMBANKMENTS:

(01-17-17)(Rev. 4-16-24) 235 SP02 R72

## **Description**

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

#### **Materials**

Manufactured Quarry Fines.

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

The following MQFs are unacceptable:

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

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

# **Preconstruction Requirements**

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

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

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

#### **Construction Methods**

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

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

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

### **Measurement and Payment**

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

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

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

## **FLOWABLE FILL:**

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

300, 340, 1000, 1530, 1540, 1550

SP3 R30

## **Description**

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

#### **Materials**

Refer to Division 10 of the Standard Specifications.

ItemSectionFlowable Fill1000-7

#### **Construction Methods**

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

### **Measurement and Payment**

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

Payment will be made under:

Pay ItemPay UnitFlowable FillCubic Yard

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

(9-21-21)(Rev. 1-16-24) 305, 310

SP3 R34

Revise the Standard Specifications as follows:

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

Item	Section
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.

# 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 \$ 603.13 per ton.

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

## **STEEL BOLLARDS:**

Furnish and install steel bollards in accordance with *Roadway Standard Drawing* 867.02, at locations shown in the plans and as directed by the Engineer.

Install bollards plum and true to line in Class "B" concrete footing conforming with all applicable portions of Sections 825 and 1000 of the *Standard Specifications*.

Steel Bollards will be measured and paid as the actual number installed and accepted. Such payment will be full compensation for all materials, labor, and equipment necessary to complete the work.

Payment will be made under:

Pay Item
Steel Bollards

Pay Unit

Each

## **PEDESTRIAN SAFETY RAIL:**

(8-28-09)(Rev. 7-18-23) SPI 8-51

Furnish and install steel pipe handrail at locations as shown in the plans, in accordance with the detail in the plans and as directed by the Engineer.

## **Measurement and Payment**

Pedestrian Safety Rail will be measured and paid as the actual number of linear feet of steel pipe handrail measured along the top of the handrail to the nearest 0.1 of a foot. Such price and payment shall be full compensation for fabricating, furnishing, installing, painting, anchoring (approved non-shrink grout & galv. sleeve.) and all incidentals necessary to satisfactorily install the handrail.

Payment will be made under:

Pay Item
Pedestrian Safety Rail

Pay Unit Linear Foot

## **7" CONCRETE TRUCK APRON:**

# **Description**

Construct 7" Concrete Truck Apron in accordance with Section 848 of the Standard Specifications and as modified by the typical section in the plans and this provision.

### **Materials**

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

### **Construction Methods**

Construct concrete apron in accordance with Section 848 of the Standard Specifications. Joints for the 7" Jointed Concrete Truck Apron shall be radial. Expansion joint spacing shall not exceed 60' and contraction joint spacing shall be 1/8" wide and 4" deep not exceeding 15' on centers, measured at the outside edge of the apron, or as directed by the Engineer. Position the welded wire mesh at mid-depth of the slab. All concrete shall be given a light broom finish with the brush marks parallel to the curb line or gutter line. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Joints, aligned radially, shall be placed in the concrete. The spacing of these joints shall be 15' or less on top of 4" B25.0C base course.

# **Measurement and Payment**

7" Concrete Truck Apron will be measured and paid for in square yards of 7" Concrete Truck

Apron that has been completed and accepted. Such price and payment will be full compensation for all work of constructing the truck apron, including but not limited to excavating and backfilling, furnishing and placing concrete, and constructing joints. The contract unit bid price will include all incidentals associated with performing this work.

Pay ItemPay Unit7" Concrete Truck Apron, Class AA ConcreteSquare Yard

## FOUNDATIONS AND ANCHOR ROD ASSEMBLIES FOR METAL POLES:

(1-17-12)(Rev. 1-16-24)

9. 14. 17

SP9 R05

## **Description**

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

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

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

#### **Materials**

Refer to the Standard Specifications.

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

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

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

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

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

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

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

#### **Construction Methods**

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

## (A) Drilled Piers

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

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

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

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

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

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

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

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

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

Define a "sample set" as slurry samples collected from mid-height and within 2 ft of the bottom of holes. Take sample sets from excavations to test polymer slurry immediately after filling holes with slurry, at least every 4 hours thereafter and immediately before placing concrete. Do not place Drilled Pier concrete until both slurry samples from an excavation meet the required polymer slurry properties. If any slurry test results do not meet the requirements, the Engineer may suspend drilling until both samples from a sample set meet the required polymer slurry properties.

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

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

If wet placement of concrete is anticipated or encountered, do not place Drilled Pier concrete until a concrete placement procedure is approved. If applicable, temporary

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

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

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

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

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

# (B) Footings, Pedestals, Grade Beams and Wings

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

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

## (C) Anchor Rod Assemblies

Size anchor rods for design and the required projection above top of foundations. Determine required anchor rod projections from nut, washer and base plate thicknesses, the protrusion of 3 to 5 anchor rod threads above top nuts after tightening and the distance of one nut thickness between top of foundations and bottom of leveling nuts.

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

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

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

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

(10) With top and leveling nuts snug-tight, mark each top nut on a corner at the intersection of 2 flats and a corresponding reference mark on the base plate. Mark top nuts and base plate with ink or paint that is not water-soluble. Use the turn-of-nut method for pretensioning. Do not pretension any nut all at once. Turn top nuts in increments for a total turn that meets the following nut rotation requirements:

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

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

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

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

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

(13) Do not grout under base plate.

## **Measurement and Payment**

Foundations and anchor rod assemblies for metal poles and upright trusses will be measured and paid for elsewhere in the contract.

No payment will be made for temporary casings that remain in drilled pier excavations. No payment will be made for PIT. No payment will be made for further investigation of defective piers. Further investigation of piers that are not defective will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. No payment will be made for remediation of unacceptable drilled piers or post repair testing.

## **TEMPORARY SHORING:**

(2-20-07)(Rev. 1-16-24)

# **Description**

Temporary shoring includes cantilever, braced and anchored shoring and temporary mechanically stabilized earth (MSE) walls. Temporary shoring does not include trench boxes. At the Contractor's option, use any type of temporary shoring unless noted otherwise in the plans or as directed. Design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the contract and accepted submittals. Construct temporary shoring at locations shown in the plans and as directed. Temporary shoring is required to maintain traffic when a 2:1 (H:V) slope from the top of an embankment or bottom of an excavation will intersect the existing ground line less than 5 feet from the edge of pavement of an open travelway. This provision does not apply to pipe, inlet or utility installation unless noted otherwise in the plans.

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

# (A) Cantilever and Braced Shoring

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

# (B) Anchored Shoring

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or multi-strand tendon with an anchorage. A helical anchor consists of a lead section with a central steel shaft and at least one helix steel plate followed by extensions with only central shafts (no helixes) and an anchorage. Anchorages consist of steel bearing plates with washers and hex nuts for bars or steel wedge plates and wedges for strands. Use a prequalified Anchored Wall Contractor to install ground anchors. Define "anchors" as ground, helical or driven anchors.

# (C) Temporary MSE Walls

Temporary MSE walls include temporary geosynthetic and wire walls. Define "temporary wall" as a temporary MSE wall and "Temporary Wall Vendor" as the vendor supplying the temporary MSE wall. Define "reinforcement" as geotextile, geogrid, geostrip, welded wire grid or metallic strip reinforcement.

Temporary geosynthetic walls consist of geotextiles or geogrids wrapped behind welded wire facing or geostrips connected to welded wire facing. Define "temporary geotextile wall" as a temporary geosynthetic wall with geotextile reinforcement, "temporary geogrid wall" as a temporary geosynthetic wall with geogrid reinforcement and "temporary

geostrip wall" as a temporary geosynthetic wall with geostrip reinforcement.

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

# (D) Embedment

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

# (E) Positive Protection

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

#### **Materials**

Refer to the Standard Specifications.

Item	Section
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-7
Geosynthetics	1056
Grout, Type 1	1003
Portland Cement	1024-1
Portland Cement Concrete	1000
Select Materials	1016
Steel Beam Guardrail Materials	862-2
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Water	1024-4
Welded Wire Reinforcement	1070-3

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the *Standard Specifications*. Use Class IV select material for temporary guardrail and Class A concrete that meets Article 450-2 of the *Standard Specifications* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least 3 inches and a bending stress of at least 1,000 pounds per square inch for timber lagging. Provide steel bracing that meets ASTM A36.

## (A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill

except do not use A-2-4 soil for backfill around culverts.

# (B) Anchors

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

## (1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the *Standard Specifications*. Splice bars in accordance with Article 1070-9 of the *Standard Specifications*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the *AASHTO LRFD Bridge Construction Specifications*.

Use neat cement grout that only contains cement and water with a water cement ratio of 0.4 to 0.5 which is approximately 5.5 gallons of water per 94 pounds of Portland cement. Provide grout with a compressive strength at 3 and 28 days of at least 1,500 and 4,000 psi, respectively.

### (2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

## (3) Anchorages

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

## (C) Temporary Walls

# (1) Welded Wire Facing

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

## (2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5

geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.

# (3) Geogrid and Geostrip Reinforcement

Use geogrids with a roll width of at least 4 feet. Use geogrids for geogrid reinforcement and geostrips for geostrip reinforcement with an "approved" status code in accordance with the NCDOT Geosynthetic Reinforcement Evaluation Program. The list of approved geogrids and geostrips is available from: connect.ncdot.gov/resources/Geological/Pages/Products.aspx

Provide geogrids and geostrips with design strengths in accordance with the accepted submittals. Geogrids and geostrips are approved for short-term design strengths (3-year design life) in the machine direction (MD) and cross-machine direction (CD) based on material type. Define material type from the website above for shoring backfill as follows:

Material Type	Shoring Backfill
Borrow	A-2-4 Soil
Fine Aggregate	Class II, Type 1 or Class III Select Material
Coarse Aggregate	Class V or VI Select Material

# (4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement ("mesh", "mats" and "ladders") that meet Article 1070-3 of the *Standard Specifications* and metallic strip reinforcement ("straps") that meet ASTM A572 or A1011.

## **Preconstruction Requirements**

### (A) Concrete Barrier

Define "clear distance" behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor's option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of temporary shoring except for barrier above temporary walls. Concrete barrier with the minimum required clear distance is required above temporary walls.

# (B) Temporary Guardrail

Define "clear distance" behind temporary guardrail as the horizontal distance between guardrail posts and temporary shoring. At the Contractor's option or if clear distance for cantilever, braced and anchored shoring is less than 4 feet, attach guardrail to traffic side of shoring as shown in the plans. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above temporary walls.

# (C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit PDF files of working drawings and design calculations for temporary shoring designs in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

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

Provide temporary wall designs sealed by a Design Engineer licensed in the state of North Carolina and employed or contracted by the Temporary Wall Vendor. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

## (1) Soil Parameters

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

(a) Unit weight  $(\gamma) = 120 \text{ pcf}$ ,

(b)	Friction Angle (φ)	Shoring Backfill
	30°	A-2-4 Soil
	34°	Class II, Type 1 or Class III Select Material
	38°	Class V or VI Select Material

(c) Cohesion (c) = 0 psf.

## (2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 pounds per square foot if traffic will be above and within H of shoring. This traffic surcharge does not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. Design temporary

shoring for a traffic (live load) surcharge in accordance with Article 11.5.6 of the *AASHTO LRFD Bridge Design Specifications*.

# (3) Cantilever, Braced and Anchored Shoring Designs

Use shoring backfill for fill sections and voids between cantilever, braced and anchored shoring and the critical failure surface. Use concrete or Type 1 grout for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define "top of shoring" for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 pounds per foot applied 18 inches above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. Extend cantilever, braced and anchored shoring at least 32 inches above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least 6 inches above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of 3 inches if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of 6 inches. Design cantilever and braced shoring in accordance with the plans and AASHTO Guide Design Specifications for Bridge Temporary Works.

Design anchored shoring in accordance with the plans and Article 11.9 of the AASHTO LRFD Bridge Design Specifications. Use a resistance factor of 0.80 for tensile resistance of anchors with bars, strands or shafts. Extend the unbonded length for ground anchors and the shallowest helix for helical anchors at least 5 feet behind the critical failure surface. Do not extend anchors beyond right-of-way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least 6 inches between obstructions and anchors.

# (4) Temporary Wall Designs

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

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

limits.

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

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

For temporary geosynthetic walls, use "L" shaped welded wire facing with 18 to 24 inch long legs. Locate geosynthetic reinforcement so reinforcement layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least 3 feet back behind facing into shoring backfill. Attach geostrip reinforcement to welded wire facing with a connection approved by the Department.

For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing with a connection approved by the Department. For temporary geogrid, geostrip and wire walls, retain shoring backfill at welded wire facing with retention geotextiles and extend geotextiles at least 3 feet back behind facing into backfill.

#### (D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction, inspection and testing of the temporary shoring. If required and if this meeting occurs before all shoring submittals have been accepted, additional preconstruction meetings may be required before beginning construction of temporary shoring without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and Shoring Contractor Superintendent will attend preconstruction meetings.

#### **Construction Methods**

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

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the Standard Specifications and Roadway Standard Drawing

No. 1170.01. Use temporary guardrail in accordance with Section 862 of the *Standard Specifications* and *Roadway Standard Drawing* Nos. 862.01, 862.02 and 862.03.

# (A) Tolerances

Construct shoring with the following tolerances:

- (1) Horizontal wires of welded wire facing are level in all directions,
- (2) Shoring location is within 6 inches of horizontal and vertical alignment shown in the accepted submittals, and
- (3) Shoring plumbness (batter) is not negative and within 2 degrees of vertical.

# (B) Cantilever, Braced and Anchored Shoring Installation

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

# (1) Pile Installation

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

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or Type 1 grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least 7 days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the minimum required embedment. When this occurs, a revised design submittal may be required.

#### (2) Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of 5 feet. Remove flowable fill and material in between H-piles as needed to install timber lagging. Position lagging with at least 3 inches of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring

backfill.

# (3) Anchor Installation

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

- (a) Materials in accordance with this provision are required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.
- (d) Mix and place neat cement grout in accordance with Subarticles 1003-5, 1003-6 and 1003-7 of the *Standard Specifications*. Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

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

#### (4) Anchor Testing

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

#### (a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

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

between the 6 and 60 minute readings.

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

# (b) Anchor Test Results

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

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

# (C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans and accepted submittals. If applicable, install foundations located in the reinforced zone before placing shoring backfill or reinforcement unless otherwise approved. Notify the Engineer when foundation excavation is complete. Do not place shoring backfill or reinforcement until excavation dimensions and foundation material are approved.

Erect welded wire facing so the wall position is as shown in the plans and accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Attach geostrip reinforcement to welded wire facing and wrap geotextile reinforcement and retention geotextiles behind welded wire facing as shown in the plans and accepted submittals. Cover geotextiles with at least 3" of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18 inches with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

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

Place shoring backfill in the reinforced zone in 8 to 10 inch thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the *Standard Specifications*. Use only hand operated compaction equipment to compact backfill within 3 feet of welded wire facing. At a distance greater than 3 feet, compact shoring backfill with at least 4 passes of an 8 to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8 inches of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the *Standard Specifications*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within 5 feet of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

# **Measurement and Payment**

Temporary Shoring will be measured and paid in square feet. Temporary walls will be measured as the square feet of exposed wall face area. Cantilever, braced or anchored shoring will be measured as the square feet of exposed shoring face area with the shoring height equal to the difference between the top and bottom of shoring elevations. Define "top of shoring" as where the grade intersects the back of sheet piles or H-piles and timber lagging. Define "bottom of shoring" as where the grade intersects front of sheet piles or H-piles and timber lagging. No measurement will be made for any embedment, shoring extension above top of shoring or pavement thickness above temporary walls.

The contract unit price for *Temporary Shoring* will be full compensation for providing shoring designs, submittals and materials, excavating, backfilling, hauling and removing excavated materials and supplying all labor, tools, equipment and incidentals necessary to construct temporary shoring.

No payment will be made for temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience. No value engineering proposals will be accepted based solely on revising or eliminating shoring locations shown in the plans or estimated quantities shown in the bid item sheets as a result of actual field measurements or site conditions.

PCB will be measured and paid in accordance with Article 1170-4 of the *Standard Specifications*. No additional payment will be made for anchoring PCB for temporary shoring. Costs for anchoring PCB will be incidental to temporary shoring.

Temporary guardrail will be measured and paid for in accordance with Article 862-6 of the *Standard Specifications*.

Payment will be made under:

Pay ItemPay UnitTemporary ShoringSquare Foot

# **WATTLE DEVICES:**

(1-1-24) 1642 SP16 R01

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

# (B) Wattle and Wattle Barrier

Wattles shall meet Table 1642-1.

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

Coir Fiber Wattles shall meet Table 1642-2.

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

Wattle Barriers shall meet Table 1642-3.

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

Coir Fiber Wattle Barriers shall meet Table 1642-4.

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

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

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

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

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

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

Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, after line 9, delete and replace "\_\_\_\_ Wattle Check" with "Wattle".

Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, after line 9, delete and replace "\_\_\_\_ Wattle Barrier" with "Wattle Barrier".

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

Pay ItemPay UnitCoir Fiber WattleLinear FootCoir Fiber Wattle BarrierLinear Foot

# PERMANENT SEEDING AND MULCHING:

(7-1-95)(Rev. 1-16-24) 1660 SP16 R02

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

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

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

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

# **ELECTRONIC TICKETING SYSTEM:**

(7-16-24) 1020 SP10 R20

# **Description**

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

# **Electronic Ticketing Requirements**

- a. The electronic ticketing system must be fully integrated with the load read-out system at the plant. The system shall be designed so data inputs from scales cannot be altered by either the Contractor or the Department.
- b. Material supplier must test to confirm that ticketing data can be shared from the originating system no less than 30 days prior to project start.
- c. After each truck is loaded, ticket data must be electronically captured, and ticket information uploaded via Application Programming Interface (API) to the Department.
- d. Obtain security token from NCDOT for access to E-Ticketing portal (to send tickets). To request a Security Key, fill out the below E-Ticketing Security Request Form: <a href="https://forms.office.com/g/XnT7QeRtgt">https://forms.office.com/g/XnT7QeRtgt</a>

- e. Obtain API from NCDOT containing the required e-ticketing data fields and format. Download the API from the NCDOT E-ticketing Webpage: https://connect.ncdot.gov/projects/construction/E-Ticketing/Pages/default.aspx
- f. Provide all ticket information in real time and daily summaries to the Department's designated web portal. If the project contains locations with limited cellular service, an alternative course of action must be agreed upon.
- g. Electronic ticketing submissions must be sent between the Material Supplier and the Department.
- h. The electronic ticket shall contain the following information:

Date

Time

Contract Number

Supplier Name

Contractor Name

Material

**JMF** 

Gross Weight

Tare Weight

Net Weight

Load Number

Cumulative Weight

Truck Number

Weighmaster Certification

Weighmaster Expiration

Weighmaster Name

Facility Name

Plant Type

Plant Number

Ticket Number

Voided Ticket Number (if necessary)

Original Ticket Number (if necessary)

Supplier Revision (If necessary)

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

# **Measurement and Payment**

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

# 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:

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

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

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

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

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

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

Sericea Lespedeza Oats (seeds)

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

Tall Fescue (all approved varieties)

Kobe Lespedeza

Bermudagrass

Browntop Millet

Korean Lespedeza German Millet – Strain R Weeping Lovegrass Clover – Red/White/Crimson

Carpetgrass

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass Japanese Millet
Crownvetch Reed Canary Grass

Pensacola Bahiagrass Zoysia

Creeping Red Fescue

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

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

# STANDARD SPECIAL PROVISION ERRATA

(1-16-24) Z-4

Revise the 2024 Standard Specifications as follows:

#### **Division 3**

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

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

#### **Division 9**

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

#### **Division 10**

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

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

#### **Division 11**

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

#### **Division 15**

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

#### **Division 16**

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

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

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

# **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 <a href="https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm">https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm</a> 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.

# **MINIMUM WAGES**

(7-21-09) Z-5

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

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

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

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

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

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

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

# **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 US.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. (Executive Order 13166)
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin (Limited English Proficiency)	Place of birth. Citizenship is not a factor. (Discrimination based on language or a person's accent is also covered)	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual.  Note: Sex under this program does not include sexual orientation.	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) (Religion/ Creed in all aspects of any aviation or transit-related construction)	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note:</i> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)

# (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, Nondiscrimination 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.)

# **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.

FOR WALLS 1, 2, 3, 4 & 5

U-5783 GT- 1 Henderson County

# PROJECT SPECIAL PROVISIONS GEOTECHNICAL

MSE RETAINING WALLS WITH CIP CONCRETE FACE
FOR WALLS 1 & 5

SOLDIER PILE RETAINING WALLS
FOR WALLS 2,3 & 4

SIMULATED STONE FORM LINER FINISH

GT-1.1 - GT-1.8

GT-2.1 - GT-2.7



U-5783 GT-1.1 Henderson County

# MSE RETAINING WALLS WITH CIP CONCRETE

(SPECIAL)

# FACE 1.0 GENERAL

Construct Mechanically Stabilized Earth (MSE) retaining walls consisting of steel reinforcement in the reinforced zone connected to a CIP reinforced concrete face. Use coarse aggregate in the reinforced zone of MSE retaining walls. Complete MSE retaining wall construction with welded wire facing before constructing the CIP face. Design and construct MSE retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified MSE Wall Installer to construct MSE retaining walls.

Define MSE Retaining Wall with CIP Concrete Face terms as follows:

*Reinforcement* – Steel reinforcement,

Aggregate - Coarse aggregate,

Concrete Facing - CIP reinforced concrete face,

MSE Wall - Mechanically Stabilized Earth Retaining Wall with CIP Concrete Face,

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

#### 2.0 MATERIALS

Refer to the *Standard Specifications*.

Item	Section
Coarse Aggregate	1014-2
Geotextiles, Type 2	1056
Joint Materials	1028
Portland Cement Concrete, Class A	1000
Reinforcing Steel	1070
Shoulder Drain Materials	816-2
Welded Wire Reinforcement	1070-3

Provide Type 2 geotextile for retention and separation geotextiles. Use Class A concrete for concrete facing and welded wire reinforcement for welded wire facing, struts and wires as required by the MSE Wall Vendor for the chosen MSE wall system. Provide steel strip connectors embedded in concrete facing fabricated from structural steel that meets the requirements for steel strip reinforcement.

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

U-5783 GT-1.2 Henderson County

#### A. Coarse Aggregate

Use standard size No. 57, 57M, 67 or 78M that meets Table 1005-1 of the *Standard Specifications* for coarse aggregate. Provide aggregate with electrochemical properties that meet the following requirements:

COARASE AGGREGATE pH & CHEMICAL REQUIREMENTS			
pH Resistivity Chlorides Sulfates			
5 – 10	$\geq$ 5,000 $\Omega \cdot \text{cm}$	≤ 100 ppm	≤ 200 ppm

Use aggregate from sources participating in the Department's Aggregate QC/QA Program as described in Section 1006 of the *Standard Specifications*. Electrochemical testing is only required for coarse aggregate from sources in the Coastal Plain as defined by Subarticle 1018-2(B)(1). When required, sample and test aggregate in accordance with the *Mechanically Stabilized Earth Wall Aggregate Sampling and Testing Procedures*.

#### B. Steel Reinforcement

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

#### C. Miscellaneous Components

Miscellaneous components may include connectors (e.g., anchors, bars, clamps, plates, ties, etc.), fasteners (e.g., bolts, nuts, washers, etc.) and any other MSE wall components not included above. Galvanize steel components in accordance with Section 1076 of the *Standard Specifications*. Provide miscellaneous components required by the MSE Wall Vendor for the chosen MSE wall system.

# 3.0 PRECONSTRUCTION REQUIREMENTS

# A. MSE Wall Surveys

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

U-5783 Henderson County

details, submit revised wall envelopes for acceptance. Use accepted wall envelopes for design.

# B. MSE Wall Designs

For MSE wall designs, submit PDF files of working drawings and design calculations at least 30 days before the preconstruction meeting. Do not begin MSE wall construction until a design submittal is accepted. Provide MSE wall designs sealed by a Design Engineer licensed in the state of North Carolina and employed or contracted by the MSE Wall Vendor.

Design MSE walls in accordance with the plans and AASHTO LRFD Bridge Design Specifications unless otherwise required. Design MSE walls for seismic if walls are located in seismic zone 2 based on Figure 2-1 of the Structure Design Manual. Use a uniform reinforcement length throughout the wall height of at least 0.7H with H as shown in the plans or 6 ft, whichever is longer, unless noted otherwise in the plans. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate drains or the reinforced zone outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads and default values for reinforcement in accordance with the AASHTO LRFD specifications. Design steel components including reinforcement and connectors for the design life noted in the plans and "loss of galvanizing" metal loss rates for nonaggressive backfill in accordance with the AASHTO LRFD specifications for galvanized and aluminized steel. After coating depletion, use "carbon steel" metal loss rates for nonaggressive backfill in accordance with the AASHTO LRFD specifications for galvanized and aluminized steel.

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

If existing or future obstructions such as foundations, guardrail, fence or handrail posts, moment slabs, pavements, pipes, inlets or utilities will interfere with reinforcement, maintain a clearance of at least 3" between obstructions and reinforcement unless otherwise approved. Design reinforcement for obstructions and locate reinforcement layers so all of reinforcement length is within 3" of corresponding connection elevations.

Use unreinforced cast in place concrete for leveling pads. Use 6" thick leveling pads beneath welded wire and concrete facing. Extend leveling pads at least 6" in front of and behind the CIP facing. Unless required otherwise in the plans, embed top of leveling pads in accordance with the following requirements:

U-5783 GT-1.4 Henderson County

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

- **1.** Front slope is as shown in the plans.
- 2. Define "H" as the maximum design height plus embedment per wall with the design height and embedment as shown in the plans.

Retain coarse aggregate at welded wire facing with retention geotextiles and extend geotextiles at least 3 ft back behind facing into aggregate. Separation geotextiles are required between the aggregate and overlying fill or pavement sections except when concrete pavement, full depth asphalt or cement treated base is placed directly on aggregate. When noted in the plans, separation geotextiles are also required at the back of the reinforced zone between the aggregate and backfill or natural ground.

Locate a continuous aggregate shoulder drain behind the CIP leveling pad. Provide wall drainage systems consisting of drains and outlet components in accordance with Standard Drawing No. 816.02 of the *Roadway Standard Drawings*.

Design concrete facing in accordance with the plans and Section 5 of the AASHTO LRFD Bridge Design Specifications. Provide reinforcing steel of sufficient density to satisfy Article 5.7.3.4 of the AASHTO LRFD specifications. Use concrete facing with the dimensions shown in the plans. When concrete barrier rail is required above MSE walls, use concrete barrier rail with moment slab as shown in the plans.

Submit working drawings and design calculations for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with foundation pressures, typical sections with reinforcement and connection details, coarse aggregate and geotextile locations and details of leveling pads, welded wire and concrete facing, bin walls, etc. If necessary, include details on working drawings for concrete barrier rail with moment slab, reinforcement connected to end bent caps and obstructions extending through walls or interfering with reinforcement, leveling pads, barriers or moment slabs. Submit design calculations for each wall section with different surcharge loads, geometry or material parameters. At least one analysis is required for each wall section with different reinforcement lengths. When designing MSE walls with computer software other than MSEW, use MSEW, version 3.0 with update 14.96 or later, manufactured by ADAMA Engineering, Inc. to verify the design. At least one MSEW analysis is required per 100 ft of wall length with at least one analysis for the wall section with the longest reinforcement. Submit electronic MSEW input files and PDF output files with design calculations.

U-5783 GT-1.5 Henderson County

# C. Preconstruction Meeting

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

#### 4.0 Corrosion Monitoring

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

#### 5.0 SITE ASSISTANCE

Unless otherwise approved, an MSE Wall Vendor representative is required to assist and guide the MSE Wall Installer on-site for at least 8 hours when the first welded wire facing and reinforcement layer are placed. If problems are encountered during construction, the Engineer may require the vendor representative to return to the site for a time period determined by the Engineer at no additional cost to the Department.

#### 6.0 Construction Methods

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

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

Unless required otherwise in the plans, install foundations located in the reinforced zone before placing aggregate or reinforcement. Notify the Engineer when foundation excavation is complete. Do not place aggregate or reinforcement until excavation dimensions and foundation material are approved. Do not place welded wire facing, aggregate, or reinforcement until obtaining approval of the excavation depth and foundation material.

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

U-5783 GT-1.6 Henderson County

Erect welded wire facing so the wall position is as shown in the accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to create a running bond by centering facing over joints in the row below. Construct MSE walls with the following tolerances:

- A. Wall face is within 3/4" of horizontal and vertical alignment shown in the accepted submittals when measured along a 10 ft straightedge and
- B. Wall plumbness (batter) is not negative (wall face leaning forward) and within  $0.5^{\circ}$  of vertical.

Wrap retention geotextiles behind welded wire facing as shown in the accepted submittals and cover geotextiles with at least 3" of aggregate. Overlap adjacent retention geotextiles at least 18" with seams oriented perpendicular to the wall face. Hold retention geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement at locations and elevations shown in the accepted submittals. Locate reinforcement and connectors to allow for minimum required concrete cover for concrete facing. Do not splice reinforcement. Contact the Engineer when unanticipated existing or future obstructions such as foundations, guardrail, fence or handrail posts, pavements, pipes, inlets or utilities will interfere with reinforcement. To avoid obstructions, deflect, skew or modify reinforcement as shown in the accepted submittals.

Place aggregate in the reinforced zone in 8" to 10" thick lifts. Use only hand operated compaction equipment to compact coarse aggregate within 3 ft of welded wire facing. At a distance greater than 3 ft, compact coarse aggregate with at least 4 passes of an 8 ton to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting aggregate. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting aggregate. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of aggregate. Replace any damaged reinforcement to the satisfaction of the Engineer. Backfill for MSE walls outside the reinforced zone in accordance with Article 410-8 of the *Standard Specifications*.

Install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*. Provide drains with positive drainage towards outlets.

U-5783 GT-1.7 Henderson County

Construct concrete facing in accordance with the accepted submittals and Section 420 of the *Standard Specifications*. Do not remove forms until concrete attains a compressive strength of at least 2,400 psi. Unless required otherwise in the plans, provide a Class 2 surface finish for concrete facing that meets Subarticle 420-17(F) of the *Standard Specifications*. Construct concrete facing joints at a spacing of 10 ft to 12 ft unless required otherwise in the plans. Make 1/2" thick expansion joints that meet Article 420-10 of the *Standard Specifications* for every third joint and 1/2" deep grooved contraction or sawed joints that meet Subarticle 825-10(B) or 825-10(E) respectively for the remaining joints. Stop reinforcing steel for concrete facing 2" on either side of expansion joints.

When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold separation geotextiles in place with wire staples or anchor pins as needed. Seal joints above and behind MSE walls between concrete facing and ditches with joint sealer.

#### 7.0 MEASUREMENT AND PAYMENT

MSE Retaining Wall with CIP Concrete Face will be measured and paid in square feet. MSE walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of leveling pad elevations. Define "top of wall" as top of concrete facing.

The contract unit price for MSE Retaining Wall with CIP Concrete Face will be full compensation for providing designs, submittals, labor, tools, equipment and MSE wall materials, excavating, backfilling, hauling and removing excavated materials and supplying site assistance, leveling pads, welded wire facing, reinforcement, coarse aggregate, wall drainage systems, geotextiles, concrete facing, miscellaneous components and any incidentals necessary to construct MSE walls.

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

The contract unit price for MSE Retaining Wall with CIP Concrete Face does not include the cost for ditches, fences, handrails, barrier or guardrail associated with MSE walls as these items will be paid for elsewhere in the contract.

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

U-5783 GT-1.8 Henderson County

Payment will be made under:

**Pay Item**MSE Retaining Wall with CIP Concrete Face

Pay Unit Square Foot





7/12/2024

U-5783 GT-2.1 Henderson County

#### **SOLDIER PILE RETAINING WALLS**

(SPECIAL)

#### 1.0 GENERAL

Construct soldier pile retaining walls consisting of driven or drilled-in steel H-piles with a CIP reinforced concrete face attached to front of piles unless required otherwise in the plans. Timber lagging is typically used for temporary support of excavations during construction. Design and construct soldier pile retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified Cantilever Wall Contractor to construct soldier pile retaining walls. Define "soldier pile wall" as a soldier pile retaining wall. Define "concrete facing" as a CIP reinforced concrete face. Define "pile" as a steel H-pile.

#### 2.0 MATERIALS

Refer to the Standard Specifications.

Item	Section
Flowable Fill, Excavatable	1000-6
Geosynthetics	1056
Joint Materials	1028
Masonry	1040
Neat Cement Grout, Type 1	1003
Portland Cement Concrete	1000
Reinforcing Steel	1070
Select Materials	1016
Shoulder Drain Materials	816-2
Steel H-Piles	1084-1
Untreated Timber	1082-2
Welded Stud Shear Connectors	1072-6

Provide Type 2 geotextile for separation geotextiles and Class VI select material (standard size No. 57 stone) for leveling pads and backfilling. Use Class A concrete for concrete facing and Class A concrete that meets Article 450-2 of the *Standard Specifications* or grout for drilled-in piles. Use untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging.

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

U-5783 GT-2.2 Henderson County

#### 3.0 Preconstruction Requirements

## A. Soldier Pile Wall Surveys

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

## B. Soldier Pile Wall Designs

For soldier pile wall designs, submit PDF files of working drawings and design calculations at least 30 days before the preconstruction meeting. Do not begin soldier pile wall construction until a design submittal is accepted.

Use a prequalified Cantilever Wall Design Consultant to design soldier pile walls. Provide designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the Cantilever Wall Design Consultant.

Design soldier pile walls in accordance with the plans and Article 11.8 of the AASHTO LRFD Bridge Design Specifications unless otherwise required. Design soldier pile walls for seismic if walls are located in seismic zone 2 based on Figure 2-1 of the Structure Design Manual. Design soldier pile walls for a maximum deflection of 2" or 1.5% of H, whichever is less, with H as shown in the plans.

When noted in the plans, design soldier pile walls for a live load (traffic) surcharge of 250 psf in accordance with Article 11.5.6 of the AASHTO LRFD specifications. For steel beam guardrail with 8 ft posts above soldier pile walls, analyze walls for a horizontal load (P<sub>H1</sub>) of 300 lb/ft of wall in accordance with Figure 3.11.6.3-2(a) of the AASHTO LRFD specifications. For concrete barrier rail above soldier pile walls, analyze walls for a P<sub>H1</sub> of 500 lb/ft of wall in accordance with Figure 3.11.6.3-2(a).

When a rock mass shear strength  $(S_m)$  is noted in the plans, analyze piles using the equation shown in Figure 3.11.5.6-2 of the AASHTO LRFD specifications to calculate the passive resistance of the rock  $(\overline{P_p})$ . Use a maximum H-pile spacing of 10 ft. At the Contractor's option, use driven or drilled-in piles for soldier pile walls with concrete facing unless otherwise required. Use concrete or grout for embedded portions of drilled-in piles. Install drilled-in piles by excavating holes with diameters that will result in at least 3" of clearance all around piles.

U-5783 Henderson County

Provide temporary support of excavations for excavations more than 4 ft deep and timber lagging in accordance with the *AASHTO Guide Design Specifications for Bridge Temporary Works*. At the Contractor's option and when noted in the plans, provide temporary slopes instead of temporary support of excavations. Do not extend temporary slopes outside right-of-way or easement limits. Except for fill sections or when using temporary slopes, backfill voids behind panels, lagging and piles with No. 57 stone. Place separation geotextile between No. 57 stone and overlying fill or pavement sections except when concrete pavement, full depth asphalt or cement treated base is placed directly on stone.

At the Contractor's option, use concrete facing unless required otherwise in the plans. Design concrete facing in accordance with the plans and Section 5 of the *AASHTO LRFD Bridge Design Specifications*. Provide reinforcing steel of sufficient density to satisfy Article 5.7.3.4 of the AASHTO LRFD specifications. Use concrete facing with the dimensions shown in the plans and attach facing to front of H-piles with welded stud shear connectors.

Use No. 57 stone for aggregate leveling pads. Use 6" thick leveling pads beneath concrete facing. Unless required otherwise in the plans, embed top of leveling pads at least 12" below bottom of walls shown in the plans.

Provide wall drainage systems consisting of geocomposite sheet drains, an aggregate shoulder drain and outlet components. Place sheet drains with a horizontal spacing of no more than 10 ft and center drains between adjacent piles. Attach sheet drains to front of timber lagging or back of concrete facing and connect drains to aggregate leveling pads. Locate a continuous aggregate shoulder drain along the base of concrete facing in front of piles and leveling pads. Provide aggregate shoulder drains and outlet components in accordance with Roadway Standard Drawing No. 816.02.

Submit working drawings and design calculations for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with pile locations, typical sections and details of piles, drainage, temporary support, leveling pads, and concrete facing. If necessary, include details on working drawings for coping, concrete barrier rail with moment slab and obstructions extending through walls or interfering with piles, barriers or moment slabs. Submit design calculations including deflection calculations for each wall section with different surcharge loads, geometry or material parameters. Include analysis of temporary conditions in design calculations. When designing soldier pile walls with computer software, a hand calculation is required for the tallest wall section.

### C. Soldier Pile Wall Construction Plan

Submit a PDF file of a soldier pile wall construction plan at least 30 days before the preconstruction meeting. Do not begin soldier pile wall construction until the construction plan submittal is accepted. Provide project specific information in the soldier pile wall construction plan including a detailed construction sequence. For driven piles, submit proposed pile driving methods and equipment in accordance with Subarticle

U-5783 GT-2.4 Henderson County

450-3(D)(2) of the *Standard Specifications*. For drilled-in piles, submit installation details including drilling equipment and methods for stabilizing and filling holes. Provide details in the construction plan of excavations including temporary support and any other information shown in the plans or requested by the Engineer.

If alternate construction procedures are proposed or necessary, a revised soldier pile wall construction plan submittal may be required. If the work deviates from the accepted submittal without prior approval, the Engineer may suspend soldier pile wall construction until a revised plan is accepted.

### D. Preconstruction Meeting

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

#### 4.0 CONSTRUCTION METHODS

Control drainage during construction in the vicinity of soldier pile walls. Direct run off away from soldier pile walls and areas above and behind walls. Contain and maintain No. 57 stone and backfill and protect material from erosion.

Notify the Engineer before blasting in the vicinity of soldier pile walls. Perform blasting in accordance with the contract. Unless required otherwise in the plans, install foundations located behind soldier pile walls before beginning wall construction if the horizontal distance to the closest foundation is less than the height of the tallest wall section.

Install soldier pile walls in accordance with the accepted submittals and as directed. Do not excavate behind soldier pile walls unless a temporary slope is shown in the accepted submittals. If overexcavation occurs and is not approved, repair walls with an approved method and a revised soldier pile wall design or construction plan may be required.

#### A. Piles

If a temporary slope is shown in the accepted submittals, excavate the slope before installing piles. Otherwise, install piles before excavating for soldier pile walls. Weld stud shear connectors to piles in accordance with Article 1072-6 of the *Standard Specifications*.

Install piles within 1" of horizontal and vertical alignment shown in the accepted submittals and with no negative batter (piles leaning forward). Minimize alignment variations between piles for soldier pile walls with concrete facing since variations can result in thicker concrete facing in some locations in order to provide the minimum required facing thickness elsewhere. Locate piles so the minimum required concrete

U-5783 Henderson County

facing thickness, if applicable, and roadway clearances are maintained for variable pile alignments.

Install piles to the required elevations in accordance with Subarticles 450-3(D) and 450-3(E) of the *Standard Specifications*. Piles may be installed with a vibratory hammer as approved by the Engineer. Do not splice piles. If necessary, cut off piles at elevations shown in the accepted submittals along a plane normal to the pile axis.

Use pile excavation to install drilled-in piles. If overexcavation occurs, fill to required elevations with No. 57 stone before setting piles. After filling holes with concrete or grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least 7 days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the required penetration. When this occurs, a revised soldier pile wall design or construction plan submittal may be required. When a minimum pile penetration into rock is noted in the plans, rock is as determined by the Engineer.

#### B. Excavation

If a temporary slope is shown in the accepted submittals, excavate the slope as shown. Otherwise, excavate in front of piles from the top down in accordance with the accepted submittals. Excavate in staged horizontal lifts with a maximum height of 5 ft. Use timber lagging or an alternate approved method for temporary support of excavations in accordance with the accepted submittals.

Install temporary support within 24 hours of excavating each lift unless otherwise approved. The installation may be delayed if it can be demonstrated that delays will not adversely affect excavation stability. If excavation faces will be exposed for more than 24 hours, use polyethylene sheets anchored at top and bottom of lifts to protect excavation faces from changes in moisture content.

If an excavation becomes unstable at any time, suspend soldier pile wall construction and temporarily stabilize the excavation by immediately placing an earth berm up against the unstable excavation face. When this occurs, repair walls with an approved method and a revised soldier pile wall design or construction plan may be required.

Remove flowable fill and material in between piles as necessary to install timber lagging. Position lagging with at least 3" of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until temporary support for the current lift is accepted.

### C. Wall Drainage Systems

Install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*. Place geocomposite sheet drains with the geotextile side facing away from wall faces. Secure sheet drains so drains are in

U-5783 GT-2.6 Henderson County

continuous contact with surfaces to which they are attached and allow for full flow the entire height of soldier pile walls. Discontinuous sheet drains are not allowed. If splices are needed, overlap sheet drains at least 12" so flow is not impeded. Connect sheet drains to aggregate leveling pads by embedding drain ends at least 4" into No. 57 stone.

#### D. Leveling Pads, Panels and Concrete Facing

Construct aggregate leveling pads at elevations and with dimensions shown in the accepted submittals. Compact leveling pads with a vibratory compactor to the satisfaction of the Engineer.

Construct concrete facing in accordance with the accepted submittals and Section 420 of the *Standard Specifications*. Do not remove forms until concrete attains a compressive strength of at least 2,400 psi. Unless required otherwise in the plans, provide a Class 2 surface finish for concrete facing that meets Subarticle 420-17(F) of the *Standard Specifications*. Construct concrete facing joints at a spacing of 10 ft to 12 ft unless required otherwise in the plans. Make 1/2" thick expansion joints that meet Article 420-10 of the *Standard Specifications* for every third joint and 1/2" deep grooved contraction or sawed joints that meet Subarticle 825-10(B) or 825-10(E) respectively for the remaining joints. Stop reinforcing steel for concrete facing 2" on either side of expansion joints.

Seal joints above and behind soldier pile walls between coping or concrete facing and concrete slope protection with silicone sealant.

#### E. Backfill

For fill sections or if a temporary slope is shown in the accepted submittals, backfill behind piles, panels and concrete facing in accordance with Article 410-8 of the *Standard Specifications*. Otherwise, backfill voids behind panels, lagging and piles with No. 57 stone as shown in the accepted submittals. Ensure all voids between piles, lagging and excavation faces are filled with No. 57 stone. Compact stone to the satisfaction of the Engineer. When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold separation geotextiles in place with wire staples or anchor pins as needed.

#### 5.0 MEASUREMENT AND PAYMENT

Soldier Pile Retaining Walls will be measured and paid in square feet. Soldier pile walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of leveling pad elevations. Define "top of wall" as top of concrete facing for soldier pile walls without coping.

U-5783 GT-2.7 Henderson County

The contract unit price for *Soldier Pile Retaining Walls* will be full compensation for providing designs, submittals, labor, tools, equipment and soldier pile wall materials, installing piles, excavating, backfilling, hauling and removing excavated materials and supplying temporary support of excavations, wall drainage systems, leveling pads, concrete facing, No. 57 stone, geotextiles and any incidentals necessary to construct soldier pile walls. No additional payment will be made and no extension of completion date or time will be allowed for repairing overexcavations or unstable excavations or thicker concrete facing.

The contract unit price for *Soldier Pile Retaining Walls* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with soldier pile walls as these items will be paid for elsewhere in the contract.

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

Payment will be made under:

**Pay Item**Soldier Pile Retaining Walls

**Pay Unit** Square Foot



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U-5783 GT-3.1 Henderson County

#### SIMULATED STONE FORM LINER FINISH

(SPECIAL)

#### 1.0 GENERAL

The work covered by this special provision consists of constructing textured surfaces on formed reinforced concrete surfaces as indicated on the Plans and in this Special Provision. The Contractor shall furnish all materials, labor, equipment, and incidentals necessary for the construction of architectural concrete surface treatment using simulated stone masonry form liners (molds) and a compatible concrete coloring system.

The architectural concrete surface treatment should match the appearance (stone size and shape, stone color, and stone texture, pattern, and relief) of natural stone and rock, in the project vicinity, or as directed by the Engineer. Grout pattern joints (mortar joints) and bed thickness should re-create the appearance and color of natural stone on the cast-in-place reinforced concrete face for the CIP MSE Retaining Wall as indicated in the Plans, this Special Provision, or as directed by the Engineer.

#### 2.0 SUBMITTALS

**Shop Drawings** - The Contractor shall submit for review and acceptance, plan and elevation views and details showing overall simulated stone pattern, joint locations, form tie locations, and end, edge or other special conditions. The drawings should include typical cross sections of applicable surfaces, joints, corners, stone relief, stone size, pitch/working line, mortar joint and bed depths. If necessary, the Contractor shall revise the shop drawings until the proposed form liner patterns and arrangement have been accepted by the Engineer. Shop drawings should be of sufficient scale to show the detail of all stone and joints patterns. The size of the sheets used for the shop drawings shall be 22" x 34".

The form liner shall be patterned such that long continuous horizontal or vertical lines do not occur on the finished exposed surface. The line pattern shall be random in nature and shall conceal construction joint lines. Special attention should be given to details for wrapping form liners around corners.

Shop drawings shall be reviewed and accepted prior to fabrication of form liners.

Sample Panels – After the shop drawings have been reviewed and accepted by the Engineer, the Contractor shall construct 24" x 24" transportable sample panel(s) at the project site. The materials used in construction of the sample panel(s) shall comply with section 420 of the Standard Specifications. The sample panel(s) shall be constructed using approved form liners. Sample panels will be required for each different form liner pattern that is to be used on the project. Any sample panel that is not accepted by the Engineer is to be removed from the project site and a new sample panel produced at no additional expense to the Department.

Architectural surface treatments and patterns of the finished work shall achieve the same final effect as demonstrated on the accepted sample panel(s). Upon acceptance by the Engineer, the sample panel(s) shall be used as the quality standard for the project. After

U-5783 Henderson County

the acceptance of the completed structure, the Contractor shall dispose of the sample panels as directed by the Engineer.

# 3.0 MATERIAL REQUIREMENTS

**Form Liner** – The form liner shall be a high quality, re-useable product manufactured of high strength urethane rubber or other approved material which attaches easily to the form work system, and shall not compress more than ½" when concrete is poured at a rate of 10 vertical feet (3 vertical meters) per hour. The form liners shall be removable without causing deterioration of the surface or underlying concrete.

The Contractor is required to use the same source of form liner for all required elements. The architectural concrete surface treatment should match the appearance (stone size and shape, stone texture, pattern and relief) of dry stacked natural stone pattern, as shown below from a recently constructed retaining wall in Hendersonville, NC. Multiple colors are required for the pattern.



All texture is to be in addition to the nominal thickness of each element within tolerances. Relief of any texture is to have a minimum depth of ½" and a maximum depth of 2".

The form liners are to be patterned as referenced above and as directed by the Engineer.

The Contractor may choose one of the following manufactures to supply the stone-textured surface treatment as specified above. One form liner pattern will be used on this project.

U-5783 Henderson County

Hunt Valley Distributors, LLC 3705 Crondall Lane Owings Mills, MD 21117 410.356.9677

Custom Rock International 1156 Homer Street St. Paul, Minnesota 55116 800.637.2447

**Form Release Agent** – Form release agent shall be a nonstaining petroleum distillate free from water, asphaltic, and other insoluble residue, or an equivalent product. Form release agents shall be compatible with the color system applied and any special surface finish.

**Form Ties -** Form ties shall be set back a minimum of 2" from the finished concrete surface. The ties shall be designed so that all material in the device to a depth of at least 2" back of the concrete face (bottom of simulated mortar groove) can be disengaged and removed without spalling or damaging the concrete. The Contractor shall submit the type of form ties to the Engineer for approval.

**Concrete color system/stain** – The final coloration of the wall is to be gray in color and is to be approved by the Engineer prior to application.

Color stains shall be a special penetrating stain mix as provided by the manufacturer and shall be in multiple colors of gray, brown, white, and black, or as required by the Engineer, to achieve a full, natural color variation in the finished surface. The stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight, or weathering. Stain mix shall meet the requirements for mildew resistance of Federal Test Method Standard 144, Method 6271, and requirements for weathering resistance of 1.000 hours accelerated exposure measures by Weatherometer in accordance with ASTM G 26. Color samples must be submitted for approval. Concrete stains shall be supplied by one of the following or as approved by the Engineer.

Sherwin Williams H & C Shield Plus 101 Prospect Ave., NW Cleveland, OH 44115

Canyon Tone Stain United Coatings E 1901 Cataldo Green Acres, Washington 90016 U-5783 GT-3.4 Henderson County

Cementrate Acrylic Stain Fosroc, Inc. 55 Skyline Drive Plainview, New York 11803

Hydroshield Stain Robson-Downes Associates, Inc. Oxford, Maryland 21654

Quality Standards - Manufacturer of simulated stone masonry form liners and custom coloring system shall have at least five years' experience making stone masonry molds and color stains to create formed concrete surfaces to match natural stone shapes, surface textures and colors. The Contractor shall schedule a pre-installation conference with manufacturer representative and the Engineer to assure understanding of simulated stone masonry form liner use, color application, requirements for construction of sample panel(s), and to coordinate the work. The Contractor shall be required to disclose their source of simulated stone masonry manufacturer and final coloration contractor at the Preconstruction Conference.

#### 4.0 CONSTRUCTION

### Simulated Stone Form Liner System and Surface Finish

The Contractor shall demonstrate his workmanship by first constructing a sample panel of the simulated stone masonry form liner pattern and coloration. The sample panel shall be constructed on site a minimum of six weeks prior to the construction of the walls. The sample panel shall measure 3' height by 5' length by 8" thick and shall be unreinforced, vertically cast, and of concrete construction to determine the surface texture resulting from the use of form liners. Sample panels shall be cast, finished, and stained until approved by the Engineer. The approved sample panel shall remain on site as the basis for comparison for work constructed on the project. The architectural surface treatment and pattern of the finished work shall achieve the same final effect as demonstrated on the approved sample panel. Upon completion of all work, the panel shall be removed from the site.

The simulated stone form liners are to be capable of withstanding anticipated concrete pour pressures without leakage or without causing physical or visual defects. The simulated stone form liners are to be removable without causing concrete surface deterioration or weakness in the substrate. Form release agents, form stripping methods, patching materials, as well as related construction are to be in accordance with the manufacturer's recommendations or as directed by the Engineer.

Linear butt joints shall be carefully blended into the approved pattern and finished off the final concrete surface. No visible vertical or horizontal seams or conspicuous form marks created by butt joining will be permitted.

U-5783 Henderson County

The Contractor shall submit the type of form ties to be used in this construction to the Engineer for approval prior to use. Form tie holes shall be finished in accordance with standard concreting practices and shall be acceptable to the Engineer. All patching material shall exactly match the color and appearance of the poured concrete surface.

Concrete surfaces shall be clean, free of laitance, dirt, dust, grease, efflorescence, paint, or other foreign material, following manufacturer's specifications for surface preparation prior to application of color stain. The surface area shall also be free of blemishes, discolorations, surface voids, and unnatural form marks. The Contractor is advised that sandblasting will not be allowed for cleaning concrete surfaces. Pressure washing for removal of laitance shall be used.

The contractor shall provide a Color Application Artist who is trained in the special techniques to achieve realistic surface appearances, if requested by the Engineer. To avoid contaminating or damaging the wall surfaces, color stain application shall be scheduled when all concrete work is completed, the concrete has cured a minimum of 28 days, the surface has been determined to be acceptable for coloring, and after adjacent earthwork is complete. The Contractor is to coordinate coloring applications without interference from other work. The Contractor is required to apply coloring to an appropriate test area of 50 square feet and as designated by the Engineer, which will serve as a quality standard for the remaining surface to be colored. Upon approval of the test area by the Engineer, the remaining surfaces may be colored. Stains shall be applied when ambient air temperatures are in accordance with manufacturer's specifications or as directed by the Engineer. The number of coats of stain applied shall be in accordance with manufacturer's specifications or as directed by the Engineer. Treated surfaces located adjacent to exposed soil or pavement shall be temporarily covered to prevent dirt or soil splatter from rain.

Following the completion of all work, repairs of any damage made by other construction operations shall be made to the form lined and colored surfaces as directed by the Engineer.

**Experience and Qualifications** - The Contractor shall have a minimum of three consecutive years of experience in architectural concrete surface treatment construction on similar types of projects. The Contractor shall furnish to the Engineer 5 references who were responsible for supervision of similar projects and will testify to the successful completion of these projects. Include name, address, telephone number, and specific type of application.

U-5783 GT-3.6 Henderson County

# 5.0 MEASUREMENT AND PAYMENT

This work will not be measured for payment, but shall be included in the per square foot or linear foot bid price for the pertinent walls as shown on plans. Payment will include the furnishing and use of all form liners, coloring stains, the construction, finishing, and removal of all sample panels, and all equipment, materials, labor, and incidentals necessary to complete the work in conformance with the Contract Documents.



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# PROJECT SPECIAL PROVISIONS GEOENVIRONMENTAL

## **CONTAMINATED SOIL (5/19/2023)**

The Contractor's attention is directed to the fact that soil contaminated with petroleum hydrocarbon compounds exists within the project area. The potential areas of contamination are indicated on corresponding plans sheets. Information relating to these contaminated areas, sample locations, and investigation reports will be available at the following web address by navigating to the correct letting year and month then selecting, "Plans and Proposals", "U-5783", "Individual Sheets/520 GeoEnvironmental":

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

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

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

### **Measurement and Payment:**

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

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

Payment shall be made under:

#### Pay Item

Hauling and Disposal of Petroleum Contaminated Soil



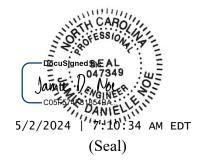
Project: U-5783 UC-1 County: Henderson

# PROJECT SPECIAL PROVISIONS

**Utility Construction** 



1318 Patton Ave, Suite F Asheville, NC 28806



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 upon review and approval by the Utility Owner.

The utility owner is the City of Hendersonville. The contact person is Chris Conard and he can be reached by email at cconard@hvlnc.gov.

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 the City of Hendersonville.

# WATER PIPE AND FITTINGS (9-5-23)

Revise the 2024 Standard Specifications as follows:

# Page 10-65, Sub-article 1034-2 Plastic Pipe (A) PVC Gravity Flow Sewer Pipe Add the following sentences:

PVC Gravity Flow Sewer Pipes located inside an encasement pipe are to conform to AWWA C900 with a minimum DR of 18 and a minimum pressure class of 235 psi. Use pipe with pushon type joints having bells made as a integral part of the pipe conforming to ASTM D3139 or pipe with butt fused joints made from ASTM D1784 Class 12454B plastic formulated for fusing.

# Page 10-66, Sub-article 1036-3 Plastic Pipe (A) PVC Pipe

Add the following sentence:

Use PEX-A pipe for water service lines 1" and 2" in diameter.

# Page 10-67, Sub-article 1036-4 Steel Pipe (B) Encasement Pipe

Add the following sentence: Steel encasement pipe shall be coated.

# Page 10-67, Sub-article 1036-6 Fire Hydrants

Add the following sentence:

Fire hydrants shall have a 5 1/4" diameter valve opening with a Storz connection.

# Page 10-68, Article 1036-8 SLEEVES, COUPLINGS AND MISCELLANEOUS, (A) Tapping Sleeves, add the following paragraph after the first paragraph:

Taps on the Prestressed Concrete Pressure Pipe (PCCP) require specialty tapping sleeves, valves and tapping equipment. Tapping assemblies and appurtenances shall meet, or exceed, pipe manufacturer (Thompson Pipe Group) requirements and AWWA M9 Manuals recommendations.

# Page 15-1, Article 1500-1 DESCRIPTION, add the following sentences after the first paragraph:

Add the following sentences: Construction of all water and sewer systems shall be in accordance with the NCDOT standards or the local jurisdictional standards whichever is more stringent and Special Provisions in effect at the time of bid. The Utility Owner's Standard Utility Construction Standards, Specifications, and Details shall govern in all instances of conflict with NCDOT standards.

# Page 15-1, Article 1500-2 COOPERATION WITH THE UTILITY OWNER, add the following paragraph:

All water and sewer lines are to remain active where feasible and required by the Utility Owner during construction of the project. To accomplish this the Contractor may elect to utilize bypass pumping, line stops, inserting valves, temporary water or other methods to complete the work. These methods and means of construction must be approved by the engineer prior to commencement of the work and all such work shall be considered incidental to various other utility pay items included in the contract. All proposed water line and sewer line relocation work shall be performed at a time to be coordinated with the utility owner. Water lines or sewer lines shall not be taken out of service without prior approval of the utility owner and service interruptions, where necessary at the sole discretion of the utility owner, shall be limited in duration. Contractor shall coordinate with the engineer and the utility owner to schedule any and all water and sewer service interruptions and there shall be no less than ten (10) calendar days prior to the service interruption. Contractor shall not interfere with or cover active water or sewer infrastructure including but not limited to water meters, water valves and sewer manholes and cleanouts.

# Page 15-2, Article 1500-7 SUBMITTALS AND RECORDS, Paragraph 3, add the following sentences paragraphs:

4/29/2024 2/12

The City of Hendersonville shall be copied on contractor pay applications that include relevant utility items. Any revisions to the utility plans shall be approved by the utility design engineer and reviewed and approved by the City prior to construction. Partial and final water and sewer NC Public Water Supply and NC DEQ engineering and applicant certifications shall be provided by the utility design engineer to the City of Hendersonville for execution. These partial and final certification submittals shall meet City of Hendersonville standard requirements. Once executed the utility design engineer shall send the certifications to their respective review agencies. Once approval is provided by NC Public Water Supply and/or NC DEQ, the contractor may coordinate connection the activation of water and sewer service with the City according to the required timelines spelled out in Sub-article 1500-2 Cooperation with the Utility Owner (Contractor shall coordinate with the engineer and the utility owner to schedule any and all water and sewer service interruptions and there shall be no less than schedule and notify service interruptions with the utility owner no less than ten (10) calendar days prior to the service interruption).

As-built plans and associated documentation shall be provided to the Engineer prior to the City's acceptance of the water and sewer infrastructure. A final inspection walk through with representation from the City, NCDOT, Contractor, and utility design engineer at completion of punch-list items is required before final acceptance of the water and sewer infrastructure. Asbuilt plans shall be provided to the City of Hendersonville showing the size and type of material installed and the coordinates (in North Carolina State Plane) of all utility horizontal and vertical locations of all installed piping and appurtenances. As-built drawings shall be signed, sealed and dated on each sheet by a North Carolina registered engineer (PE) as part of the City's acceptance process. As-Built Drawings shall be submitted and approved prior to the City's acceptance of the water and sewer infrastructure. All applicable information listed in the City's as-built drawing checklist shall be included. Submit to the City's Engineering Department certified "Surveyed As-Built Drawings", including a .dxf and/or .dwg file and a PDF of the as-built construction drawings and a comma-delimited text file of the infrastructure and easement points with point descriptions (including point number, northing, easting, elevation, description).

# Page 15-3, Article 1505-3 CONSTRUCTION METHODS, (A) Shielding and Shoring, add the following sentences after the first paragraph:

Properly and adequately protect any part of the excavation from caving or slipping by the use of sheeting, bracing, or shoring as required. Install all shoring in trench excavations so that it may be withdrawn in stages on both sides of the trenches to prevent lateral movement of the pipe as the backfilling progresses, except where the Engineer permits the shoring to be left in place at the contractor's request. Cut off any sheeting left in place at least twenty-four inches (609.6 mm) below finished grade wherever directed. Remove and properly dispose of the cut off material. Wherever necessary, in quicksand, soft or wet ground, or for the protection of surrounding structures and property, drive sheeting to such depth below the bottom of the excavation as may be necessary. The Contractor may use well points or other methods in lieu of sheeting to stabilize the banks or for protection at the discretion of the Contractor.

# Page 15-4, Article 1505-3 CONSTRUCTION METHODS, (D) Pipe Laying, add the following sentences after the last paragraph:

4/29/2024 3/12

Leave hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, fire and police call boxes, or other utility controls unobstructed and accessible at all times.

Do not lay pipe upon a foundation into which frost has penetrated, or at any time, that in the opinion of the Engineer, there is danger of the formation of ice or frost at the bottom of the excavation. The Engineer may at his discretion allow construction of the pipeline to continue under freezing conditions provided the Contractor promptly backfills the trench as directed. Carefully lower pipe and accessories into the trench with suitable equipment. Do not drop or dump any of the materials into the trench under any circumstances.

When cutting short lengths of pipe, a pipe cutter as approved by the utility owner will be used and care will be taken to make the cut at right angles to the center line of the pipe or on the exact skew as shown on the plans. In the case of push-on pipe, the cut ends shall be tapered with a portable grinder, or coarse file to match the manufactured taper.

The maximum deflection per joint of flexible joint pipe shall meet manufacturer's specifications. No deflection shall be allowed in galvanized steel pipe joints or concrete pressure pipe joints.

Take care to avoid abrasion of the pipe coating. Use wooden poles as levers for removing skids across trenches which have broad flat faces to prevent damage to the pipe or pipe coating.

No pipe shall be laid except in the presence of the utility owner's representative or with special permission from the Engineer.

# Page 15-4, Article 1505-3 CONSTRUCTION METHODS, (E) Thrust Restraint, add the following sentences after the last paragraph:

Thrust blocks shall be made of concrete having a compressive strength of twenty-eight (28) days of 3000 psi when tested in accordance with ASTM Specification C39 or C42 and shall bear directly against the undisturbed trench wall. Where possible, the backing shall be so placed that the fitting joints will be accessible for repair. All bolts and pipe joints shall be protected against contact with thrust block concrete by the installation of a polyethylene film placed between the fittings and the poured concrete.

Where trench conditions are, in the opinion of the Engineer, unsuitable for thrust blocks, the Contractor shall provide steel tie rods and socket clamps to adequately anchor the piping. All tie rods and clamps shall be given a bituminous protective coating or shall be galvanized. Sakrete or any similar material will not be permitted under any circumstances.

# WATER LINES

(9-5-23)

Revise the 2024 Standard Specifications as follows:

Page 15-6, Article 1510-2 MATERIALS, add the following sentences after line 4:

4/29/2024 4/12

The Contractor shall use care unloading materials to avoid damage. Material shall not be rolled or dragged over gravel or rock during handling. The Contractor shall store the fittings, valves and appurtenances on sills above storm drainage level and deliver for installation after the trench is excavated. All valves shall be drained and so stored as to protect them from freezing. When any material is damaged during transporting, unloading, handling or storing, the undamaged portions may be used or, if damaged sufficiently, the Engineer will reject the material as being unfit for installation.

All utility materials used shall be approved by the Utility Owner during submittal review.

## (A) Ductile Iron Pipe

All Ductile Iron Pipe shall be Class 350 unless otherwise specified and shall be lined with cement mortar not less then 1/16 inch thick conforming to ANSI Specification A21.4.

Mechanical joints hast have all bolts torqued to manufacturer's specifications. If effective sealing is not obtained by tightening the bolts to the specified torques, the joint shall be disassembled and reassembled after thorough cleaning.

Bells of "slip" joint pipe shall be contoured to receive a bulb shaped circular rubber gasket, and plain ends shall have a slight taper to facilitate installation. The lubricant used in making up the joints shall be furnished by the pipe manufacturer.

## (B) Fittings

All fittings shall be suitable for a minimum of 250 psi working pressure unless otherwise specified.

# (C) Gate Valves

Each valve shall have the initials of the maker, pressure rating and year of manufacture cast on the body. Prior to shipment from the factory, each valve shall be tested by hydraulic pressure equal to twice the specified working pressure. Valves shall have an arrow cast in the metal indicating the direction of opening.

Gates valves up to 2 inches shall be all brass, conforming to AWWA C-800.

# (D) Butterfly Valves

Butterfly valves shall be self-adjusting, disk seal, Class 150B. Butterfly valves shall conform to AWWA C504 designed for minimum operating pressure of 150 psi with higher pressure valves as needed for each location. Both ends shall be mechanical joint in compliance with AWWA C111 and ANSI A21.11. Valves shall be at least the same class of pipe with which they are used.

## (E) Fire Hydrant

4/29/2024 5/12

Fire hydrants shall have 51/4" nozzles.

# Page 15-6, Article 1510-3 CONSTRUCTION METHODS, (B) Testing and Sterilization, replace the formula after line 32 with the following:

After the pipeline has been satisfactorily constructed complete with the required fire hydrants, services, and all other appurtenances, and the trench backfilled satisfactorily, and after line flushing and approval by the Engineer, the newly constructed pipeline and valved sections shall be subjected to a hydrostatic pressure leakage test. The Contractor shall notify the Engineer when the work is ready for testing with all testing done in the presence of the Engineer. All labor, equipment, water and materials, including meters and gauges shall be furnished by the Contractor at his own expense.

Ductile iron pipe will be tested in accordance with AWWA C600.

Each completed section of the pipeline shall be plugged at both ends and slowly filled with water. As the main is being filed with water in preparation of the tests, all air shall be expelled from the pipe. The main shall be subjected to hydrostatic pressure of 200 pounds per square inch at the highest elevation of the test section for a period of two (2) hours unless otherwise specified. Pressure shall be applied to the main by means of a hand pump for small lines or by use of a gasoline pump or fire engine for larger lines.

The rate of leakage shall be determined at fifteen (15) minute intervals by means of volumetric measurement of the water added during the test until the rate has stabilized at the constant value for three (3) consecutive fifteen (15) minute periods.

Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled. No piping installation will be accepted until the leakage is less than ten (10) gallons per inch of pipe diameter per mile of pipe per twenty-four (24) hours.

Cracked or defective pipe, joints, fittings, valves, or hydrants discovered in consequence of this test shall be removed and replaced with sound new materials, and the test shall be repeated until the test results are satisfactory, all at the Contractor's cost. Precautions shall be taken to remove or otherwise protect equipment in, or attached to, pipe to prevent damage or injury.

No leakage will be allowed under the above tests for piping in buildings and structures.

# Page 15-7, Article 1510-3 CONSTRUCTION METHODS, (B) Testing and Sterilization, add the following sentences after line 17:

The Contractor shall provide sampling taps. Generally, sampling taps shall be provided on the water main every 1,000' and at the end of each main and at the end of each branch, in order to afford representative water testing and sample collection.

4/29/2024 6/12

Additional sampling taps shall be provided if the main length exceeds ½ mile, at intervals of ½ mile. Taps shall be located and constructed so samples may be easily collected without danger to personnel or likelihood of sample contamination.

Sampling taps may be used as blow-offs. The number and locations of the taps/blow-offs must be approved by the Engineer. Hydrants may not be used for bacteriological sampling.

When long transmission mains are constructed, without side connections, the distance between each tap shall be no more than one-half mile.

The Contractor shall construct taps so that bacteriological samples can be easily collected without danger to personnel or likelihood of sample contamination. The Contractor shall legibly mark each sample tap with identifying letters or numbers for sample reference purposes. The Contractor shall not designate hydrants as taps for bacteriological sampling purposes. If the service or corporation taps are installed before the laboratory tests are completed, each tap will be tested for coliform bacterial.

Before being placed in service, all new mains and existing piping disturbed in any manner by the work shall be disinfected. Draining the water from existing piping or even lowering the water pressure more than one-half will constitute disturbance of the piping.

The disinfecting of water mains, valves and other appurtenances incorporated into the main construction shall be done by means of a chlorinating measuring apparatus, with proper devices for regulating the flow and providing an effective diffusion into the water within the main being disinfected and by application of a chlorine-bearing compound bearing a high-test calcium hypochlorite (65-70% available chlorine). In the preparation of the solution, the powder shall first be made into a paste and then gradually thinned with water to approximately 1% chlorine solution (10,000 parts per pound of powder). This will require about 7.50 gallons of water to each one pound of powder. Solution shall be applied to the main through a rubber hose by gravity, siphonage, injection or by suitable pump feeder.

The point of chlorine application shall be at the beginning of the water main construction and/or any valve section thereof, through corporation cock installed close to and on the downstream side of the regulating gate valve controlling the flow of such proportion to the rate of water flow entering the main that the chlorine applied shall produce fifty (50) parts per million (420 pounds per million gallons) chlorine concentration in the water within the main.

Water mains that have been disinfected and passed bacteriological testing that have been disturbed or have sat for a period of time that may put a risk to the public health may be required to be redisinfected and sampled again before being paced into service at the sole discretion of the Utility Owner in an effort to protect the public health.

The Contractor shall request bacteriological sampling on the same day the lines are flushed. Bacteriological sampling shall be performed by a NCDEQ certified laboratory, Monday through Thursday prior to 2:00 PM. The Contractor shall notify the laboratory at least one hour before the

4/29/2024 7/12

bacteriological sampling is required. Samples shall not be collected on Fridays or the day prior to a scheduled holiday. Under no circumstances shall such samples be collected from hydrants or unsterilized hose connections. Should the results of the bacteriological examination prove satisfactory, the main shall remain in service. Should the initial disinfecting fail to result in approval, the disinfecting procedure shall be repeated until satisfactory results are obtained.

# <u>UTILITY CONTROLS</u> (9-5-23)

Revise the 2024 Standard Specifications as follows:

Page 15-8, Article 1515-3 CONSTRUCTION METHODS, (A) Valves, add the following sentences after the last paragraph:

Trench backfill shall be tamped thoroughly for a distance of three (3) feet on each side of valve boxes.

Page 15-8, Article 1515-3 CONSTRUCTION METHODS, (B) Meters, add the following sentences after the last paragraph:

Relocate meters includes the placement of new service line to be installed from the new water main to the relocated water meter.

Page 15-9, Article 1515-3 CONSTRUCTION METHODS, (D) Fire Hydrants, line 9, add the following sentences after the second sentence of the second paragraph:

Hydrants shall be set with the center of the lowest outlet not less than eighteen (18) inches above the finished grade. Hydrants shall be thoroughly blocked with concrete or shall be rodded to the six (6) inch branch tee.

Page 15-9, Article 1515-3 CONSTRUCTION METHODS, (D) Fire Hydrants, add the following sentence after the second paragraph:

A cap block shall be set under the fire hydrant foot for a solid bottom.

Page 15-9, Article 1515-4 MEASUREMENT AND PAYMENT, add the following after line 35:

\_\_\_" x \_\_\_" Tapping Sleeve and Valve will be measured and paid per each for the appropriate size and type, identified by listing the sleeve (host pipe nominal) size first and the valve size second (i.e. 24"x20" Tapping Sleeve and Valve for a tapping sleeve installed on a 24" host pipe with a 20" valve).

Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, add the following to line 14:

" x	_" Tapping Sleeve and Valve	Each

4/29/2024 8/12

# **SANITARY SEWER**

(9-5-23)

Revise the 2024 Standard Specifications as follows:

Page 15-12, Article 1520-3(A) GRAVITY SANITARY SEWER: add the following sentences after Line 26:

Air-testing will be conducted as the project is being installed. This includes all mainline between manholes, future mainline stubs and laterals out of manholes. The air testing shall be in accordance with ASTM F 1417.

Page 15-12, Article 1520-3(A) GRAVITY SANITARY SEWER: add the following sentences after Line 29:

Visually inspect ALL gravity sewer lines from the inside using approved cameras. Correct any leakage, rolled gaskets, bellies or defects to the satisfaction of the utility owner.

Page 15-13, Article 1520-3(A) GRAVITY SANITARY SEWER: add the following sentences after Line 9:

Deflection testing of all new PVC sewer pipe shall be conducted 30 days after installation and backfilling of the pipe or as otherwise directed by the Engineer.

The contractor shall furnish all necessary equipment including an approvable mandrel or other approved device and conduct the deflection tests at the direction of the Engineer. The maximum allowable limits for deflection of installed pipe under this specification shall be 7.5%. Base inside diameters and 7.5% deflection mandrel dimensions shall be per ASTM F-679 (latest edition). Deflection shall be measured with a rigid mandrel (Go/No Go) device cylindrical in shape and constructed with a minimum of nine evenly spaced arms or prongs. Drawings of the mandrel with complete dimensions shall be submitted to the Engineer for each diameter of pipe to be tested. The mandrel shall be hand pulled through all sewer lines.

Any section of sewer not passing the mandrel shall be uncovered and the bedding and backfill replaced to prevent excessive deflection. Repaired pipe shall be retested to ensure that acceptable deflection limits are not exceeded.

The Contractor shall furnish and install during backfill operation for all gravity mainline sewers and laterals printed polyethylene green (SEWER) tape above the bedding material, three (3) feet above the crown of the pipe.

All testing of pipe and associated sewer manholes and appurtenances shall be considered incidental to the applicable pay items for gravity sanitary sewer pipe.

# **UTILITY MANHOLES**

4/29/2024 9/12

(9-5-23)

Revise the 2024 Standard Specifications as follows:

**Page 15-16, Article 1525-3 CONSTRUCTION METHODS:** add the article after Article 1525-3(D) TESTING:

#### (E) EPOXY LINING FOR MANHOLES

Manholes shall be epoxy lined in locations called for on the plans. Application procedures for the epoxy lining system shall be in accordance with the manufacturer's recommendations, including materials handling, substrate moisture content, mixing, environmental controls during application, safety, and spray equipment. The epoxy liner, when cured, shall have the following minimum characteristics measured by the applicable ASTM standards referenced herein:

- Hardness, Shore D ASTM D-2240 70
- Tensile Strength ASTM D-638 >7,000 psi
- Flexural Strength ASTM D-790 >10,000 psi

The epoxy system shall be a spray applied, two component, 100% solids, solvent-free epoxy developed specifically for use in the wastewater environment.

Liner Application: Surfaces shall be coated by spray application to a minimum wet film thickness of 100 mils. If necessary, subsequent top coating or additional coats should occur no later than the recoat window for the specified products. Additional surface preparation will be required if this recoat window is exceeded. The coating material must be applied by a Certified Applicator of the coating system manufacturer. Spray application equipment approved by the coating manufacturer shall be used.

Spark Test: The cured epoxy lining shall be spark tested for pinholes with a spark tester set at 15,000 volts minimum. All pinholes shall be marked off on surface areas containing pinholes to a point 6 inches beyond all pinholes, primed with epoxy, and recoated with polyurethane to a minimum additional thickness of 30 mils. Blisters, uncured lining, and surface imperfections shall be completely removed and the areas recoated with epoxy primer and polyurethane lining to a point 6 inches beyond the repair areas at a minimum thickness of 100 mils.

No additional payment shall be made for epoxy lining for manholes.

Page 15-15, Article 1525-3(B) INSTALLATION OF PRECAST UNITS: add the following sentences after Line 27:

No doghouse manholes will be allowed on this project.

Page 15-16, Article 1525-3(D) TESTING: add the following sentences after Line 3:

Air Testing of all new manholes is required and shall meet the requirements of ASTM C1244. Manholes shall be sealed with plate-style sealing equipment on top of the casting so that the adjustment rings can also be tested. Bladder-style sealers are not acceptable. If a lateral is extended out of a manhole to a property the lateral shall be air tested with the manhole test, i.e. the lateral shall not be sealed off during the test.

All testing of manholes and appurtenances shall be considered incidental to the applicable pay items for utility manholes.

# **ENCASEMENT**

(9-5-23)

Revise the 2024 Standard Specifications as follows:

Page 15-18, Article 1540-2 MATERIAL, line 9, replace with the following:

Encasement pipe shall be smooth wall welded steel conforming to ASTM A139, Grade B. The outside of the pipe shall be coated in accordance with AWWA Standard C203.

# TRENCHLESS INSTALLATION OF UTILITITES (9-5-23)

Revise the 2024 Standard Specifications as follows:

Page 15-21, Article 1550-4 TRENCHLESS METHODS, (A) Bore and Jack, add the following sentences after line 7:

Before the pipe is installed in the casing, pressure creosoted wood blocks shall be rigidly fastened to the barrel of the pipe. After completion of the casing, the Contractor shall insert the pipeline in pre-jointed segments. No contact will be permitted between the casing and the carrier pipeline.

### 3,500 GALLON OIL WATER SEPARATOR

#### **Materials:**

Contractor shall use concrete with compressive strength of at least 7,000 psi at 28 days. Reinforcement must meet ASTM A-615, Grade 60 specifications. Mesh shall comply with ASTM A-185, Grade 65 specifications. Precast must be rated for loads of HS-20 Truck Wheel with 30% impact AASHTO Specification. The design must follow ACI-318-05 Building Code and ASTM C-890 "Minimum Structural Design Loading for Underground Precast Concrete Water and Wastewater Structures".

All baffles and weirs must be precast concrete.

Design Fill Range = 0'(min) to 5'(max).

#### **Construction Methods:**

The Contractor shall verify all sizes, locations and elevations of openings. Adequate bearing surface must be provided (leveled and compacted) before the work starts. The contractor shall be responsible for supplying and installing all piping and sampling tees, as well as grouting in all pipes. The structure must be backfilled prior to testing or placing in service. The contractor must obtain clean water and fill the separator with it prior to start up of the system to prevent damage.

# **Measurement and Payment:**

All labor, excavation, removal, stockpiling, and incidentals necessary to complete the work as required are incidental to 3,500 Gallon Oil Water Separator.

Pay Item:Pay Unit3,500 Gallon Oil Water SeparatorLump Sum

# PROJECT SPECIAL PROVISIONS

Utilities by Others



Johnson, Mirmiran, & Thompson 1318 F. Patton Ave. Asheville, North Carolina 28806 828-253-2796 www.jmt.com

#### General:

The following utility companies have facilities that are within the construction limits of this project:

- A) Duke Energy (Power Distribution)
- B) Optimum (Morris Broadband) (Fiber Optic Communications)
- C) Vyve Communications (Fiber Optic Comminications)
- D) AT&T (Fiber Optic Communications)
- E) ERC (Fiber Optic Communications)
- F) Dominion Energy (Natural Gas)

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 for Duke, Optimum, AT&T, Dominion Energy, ERC and Vyve will be done by the utility owners. The water and sewer line construction will be a part of the roadway contract. All existing utilities are shown on the plans from the best available information.

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

## **Utilities Requiring Adjustment:**

Utility Relocations are shown on the Utilities by Others (UO) Plans.

- A) Duke Energy Power (Distribution)
  - 1) Duke Energy owns and maintains distribution facilities throughout the project corridor. Duke Energy will install new utility poles with aerial power lines in phases, as follows
    - a.) Phase 1 -L- STA. 10+00.00 to 25+84.72 by September 23, 2024.
    - b.) Phase 2 -L- STA. 25+84.72 to 40+49.71 by December 2, 2024.
    - c.) Phase 3 -L- STA. 40+49.71 to 60+66.81 by February 10, 2025.

6/17/24

Project: U-5783 UbO-2 County: Henderson

# **PROJECT SPECIAL PROVISIONS**

Utilities by Others

- d.) Phase 4 -L- STA. 60+66.81 to 72+30 by April 21, 2025.
- e.) Phase 5 -Y13- STA. 12+61.89 to 18+50 by May 12, 2025.
- 2) Contact persons for Duke Energy is Mr. Bob Mabry at (828) 698-2055, bob.mabry@duke-energy.com and Austin Paysinger at (864) 906-6657, Austin.paysinger@duke-energy.com.

## B) Optimum (Morris Broadband) – Fiber Optic Communications

- 1) Morris Broadband owns and maintains aerial facilities that are attached, by joint use agreement, to the Duke Energy poles. Optimum will install aerial cables on Duke Energy's new utility poles within the project limits as follows.
  - a.) Phase 1 by October 14, 2024.
  - b.) Phase 2 by December 23, 2024.
  - c.) Phase 3 by March 3, 2025.
  - d.) Phase 4 by May 12, 2025.
  - e.) Phase 5 by June 2, 2025.
- 2) Contact persons for Morris Broadband are Jennifer Jablonski at (828) 697-3600 jennifer.jablonski@alticeUSA.com and Douglas King (828) 772-1167 Douglas.king@alticeUSA.com

# C) Vyve – Telephone, Fiber Optic and Cable TV

- 1) Vyve Communications owns and maintains aerial and underground facilities throughout the project limits. Vyve Communications will install aerial cables on Duke Energy's new utility poles within the project limits as follows.
  - a.) Phase 1 by November 4, 2024.
  - b.) Phase 2 by January 13, 2025.
  - c.) Phase 3 by March 24, 2025.
  - d.) Phase 4 by June 2, 2025.
  - e.) Phase 5 by June 23, 2025.
  - 2) The contact person for Comporium is Mr. Marvin Mashburn at (828) 413-0749 marvin.mashburn@vyvebb.com.

### D) ERC

- 1) ERC owns aerial and underground facilities. Aerial facilities are attached by joint use agreement on Duke Poles. ERC will install aerial cables on Duke Energy's new utility poles within the project limits as follows
  - a.) Phase 1 by November 25, 2024
  - b.) Phase 2 by February 3, 2025
  - c.) Phase 3 by April 14, 2025
  - d.) Phase 4 by June 23, 2025
  - e.) Phase 5 by July 14, 2025

6/17/24 2/3

Project: U-5783 UbO-3 County: Henderson

# PROJECT SPECIAL PROVISIONS

Utilities by Others

2) The contact person for ERC is Mr. Lewis Lance (828) 350-2415 <u>llance@ercbroadband.com</u> and Tanya Mull <u>tmull@ercbroadband.com</u>

## E) AT&T

- 1) AT&T owns aerial and underground facilities. Aerial facilities are attached by a joint use agreement. AT&T will install aerial cables on Duke Energy's poles within the project limits as follows
  - a.) Phase 1 by February 3, 2025
  - b.) Phase 2 by April 14, 2025
  - c.) Phase 3 by June 23, 2025
  - d.) Phase 4 by September 1, 2025
  - e.) Phase 5 by September 29, 2025
- 2) The contact persons for AT&T are Janson Casell, <u>jc6701@att.com</u> and Bryan Mcbrearty (864) 630-6601 <u>bmcbrearty@sourceonecorp.com</u>

### F) Dominion Energy – Natural Gas

- 1) Dominion Energy owned facilities will be relocated as shown on the UO plans. The contractor will need to coordinate with Dominion Energy in the following areas:
  - Roadway Sheet 04 from -L- STA. 14+00 to -L- STA. 20+50. Pregrading will need to be completed prior to Dominion installing their gas main at a manageable depth.
  - On Roadway sheet 05 -L- STA. 24+50 through -L- STA. 33+00. Pregrading will need to be completed prior to Dominion installing their gas main at a manageable depth.
  - On Roadway sheet 06 continuting to Roadway sheet 07, -L- STA. 47+00 to -L-STA. 56+00. Pregrading will need to be completed prior to Dominion installing their gas main at a manageable depth.
  - On Roadway sheet 07 continuing to Roadway sheet 08 -L- STA. 60+50 to -L- STA. 67+00 Pregrading will need to be completed prior to Dominion installing their gas main at a manageable depth.

Dominion Energy will require four weeks notice and four weeks to relocate the gas lines after the pregrading is complete. Dominion Energy requires that proposed storm drainage, water and sewer is either in place or field staked prior to their construction.

2) The contact person for Dominion Energy are Joe Lauffenburger joseph.lauffenburger@dominionenergy.com (612) 254-5324 and Blake Allison (704) 574-8709 <a href="mailto:blake.allison@dominionenergy.com">blake.allison@dominionenergy.com</a>

6/17/24

Project: U-5783 US-1 County: Henderson

# PROJECT SPECIAL PROVISIONS Utility Special

### **CONSTRUCTION UTILITY COORDINATOR:**

(01-01-24) PSP15 R001

# **Description**

The contractor shall provide an experienced Construction Utility Coordinator (CUC) to facilitate the coordination and relocation of all underground utilities. The CUC must have a keen sense of the project's design intent and a highly functioning ability to adhere to all governing safety regulations to protect all existing, proposed or newly installed overhead and underground utilities.

#### **Definitions**

**Utility Construction** (UC) – those construction activities that result in the proper installation of utilities which are to be performed by the prime contractor or a subcontractor(s) using the UC plans and UC special provisions under this contract.

**Utilities by Others (UbO)** - those construction activities that result in the proper installation of utilities which are to be performed by others, such as municipal or private utility agency staff or contractors, using the UbO plans and UbO special provisions under this contract.

Construction Utility Coordinator (CUC) – personnel, provided by the prime contractor or the sub-contractor, who shall facilitate the coordination, relocation, and monitoring of all utility installation and construction activities as related to the underground utilities. This person or persons shall monitor all construction excavation activities within the proximity of existing or newly installed overhead or underground utilities with the intent to foresee and mitigate the safety concerns and address measures to facilitate the safe install of the utility/utilities. The CUC shall positively promote communications between all appropriate construction parties, including but not limited to the Contractor's personnel, the utility owners' personnel, and the Department's personnel, and the public.

**Working days** – Although construction activities progress potentially 24 hours a day, and 7 days a week, a "working day" or "work day," is here defined as a calendar day of Monday through Friday.

### **Coordinator Qualifications**

The Contractor shall provide a CUC who possesses one of the following levels of combined education and/or work experience:

College Degree	Work Experience
4-year (Bachelor's) <sup>A</sup>	5 years
2-year (Associate's) <sup>B</sup>	10 years
None	15 years
Or as approved by the Engineer	Or as approved by the Engineer

- A. 4-year degree shall be in one of the following disciplines: civil engineering, construction engineering, or construction project management.
- B. 2-year degree shall be in one of the following disciplines: civil engineering technology, construction engineering technology, construction project management, or surveying (geomatics) technology.

The Contractor shall provide documented proof that the CUC is up to date on all required OSHA training for utilities construction. The CUC shall be required to maintain all OSHA training certifications for the life of the project.

The Contractor shall submit all credentials to the Engineer for his or her approval, no fewer than 30 days prior to the commencement of utility work on the project.

The Engineer, at his or her discretion, may require the Contractor to replace the Utility Coordinator. If this occurs, work in proximity of any underground utilities shall be suspended until an appropriate replacement has been selected and approved by the Engineer. No claim for additional compensation or time shall be made for the replacement of the CUC.

The Contractor shall not engage in utility work or other excavation work near utilities until the Department has approved the credentials of the candidate for the CUC position.

As further directed below, the CUC must be on site for all construction activities which are in proximity to existing underground utility and which construction activity may be potentially in conflict with an existing or newly installed overhead and underground utility.

#### **Coordinator Duties**

The Contractor's or subcontractor's personnel, who is assigned as the CUC, shall solely serve in the role and tasks described herein. This person or persons shall be named with documentation and submitted to the appropriate DOT construction representative.

This person or persons must be present at the project's Preconstruction Conference Meeting.

This person or persons cannot perform additional tasks on behalf of the Contractor that are beyond the scope of this provision for the duration of the project.

The Department has coordinated previous overhead and underground utility relocation on this project in accordance with Article 105-8 of the 2024 Standard Specifications. The Department's utility coordination and design efforts for underground utilities stop with the dates as shown on the Utilities by Others (UbO) plans and UbO Special Provisions. Therefore, from the project LET date onward, the CUC is tasked to continue the coordination efforts of underground utilities in order to expedite the project schedule, all while maintaining safety, and protecting all existing and newly installed overhead and underground utilities from damage.

The CUC shall be present for all excavation activities near existing or newly installed utilities. When excavation activities occur near existing or newly installed gas lines, priority should be given to the safety and protection of the gas line over other nearby utilities.

The CUC is to keep record of all utility owner information including primary point of contacts. This documentation is to be on-hand, and readily available at all times.

The Utility Coordinator shall be responsible for executing the following tasks:

# (A) **Initial Meetings:**

- (1) Schedule and conduct an **Initial Contract Utility Construction Kick-Off Meeting**This meeting is to be held between all parties that have been involved with utility coordination prior to contract LET, and all other relevant parties, including utility owners, and others which will be involved during the administration of the project contract. This meeting is to be conducted well in advance of the commencement of the Utility Construction contract work. Refer to the Engineer for an appropriate timeframe of when this meeting should be held.
  - a. <u>Required Attendees:</u> Assigned DOT Division Construction personnel; essential general contractor personnel; and the DOT contracted utility coordination firm who handled utility coordination prior to contract LET. Also include all utility owners as identified in the UbO/UC Special Provisions, and/or other parties as needed.

#### Items To Be Discussed:

- i. The CUC is to discuss and/or identify:
  - 1. All relevant, past and present utility information, any pertinent communication with utility owners and the status of the UbO/UC relocations. The CUC shall review the project's construction status and be forthcoming with issues requiring proactive attention as construction is initiated.
  - 2. The Contractor's construction schedule for each utility owner's relocation needs. And if possible, the utility owner's expectations during the project.

- 3. All known and potential conflict points between all known utilities in the initial work phase; and to identify a potential resolution(s) to the conflicts.
- 4. All currently known utility owner construction inspection requirements.
- 5. All currently known tie-ins, potential service disruptions and utility owner testing/sampling/flushing requirements.

#### b. Deliverables:

- i. Minimally, 3 working days prior to the meeting a Meeting Agenda is to be distributed to all attendees. Following the meeting, Meeting Minutes are to be distributed within 5 working days to all attendees. Action items are to be identified in every Meeting Minute, along with the responsible party identified for each action item. An adequate response time to each action item is to be identified.
- ii. A **Utility Construction Schedule** for each Utility Owner is to be distributed to all attendees. The Utility Construction Schedule is to be updated by the CUC when significant adjustments to the schedule arise, or as directed by the Engineer.

### (B) Construction Utility Coordinator (CUC) Tasks:

## (1) <u>Underground Utility Relocation Work:</u>

- a. Observe and appropriately document underground utility relocation efforts during the roadway contract timeframe. Clarification of appropriate documentation is to be discussed and verified with the Engineer.
- b. Develop and maintain professional working relationships with all underground utility owners and their utility relocation construction crews.
- c. Facilitate communication and scheduling between all project utility owners.
- d. Monitor underground utility relocation progress to ensure adherence to the utility relocation schedule. Proactively notify the appropriate DOT Division personnel if a scheduling problem is foreseen.
- e. Communicate and conduct additional meetings, as needed, to address utility conflicts or scheduling concerns.

Project: U-5783 US-5 County: Henderson

f. Appropriately review, identify, and monitor underground utility relocation efforts to proactively identify areas of concern which may conflict with the proposed, existing or newly installed utilities.

g. Ensure underground utility relocation companies are producing As-Built drawings.

## (2) Roadway Contract Work:

# a. <u>Utility Damage Prevention</u>

- i. Proactively identify all major underground utilities of note (gas, fiber optic cables, large diameter water, large diameter gravity sewer, force main sanitary sewer). Monitor excavations in these areas carefully.
- ii. Keep one hard copy of NC811's positive response printout for every locate ticket called in on this contract in a notebook. If the ticket is called in by the Contractor or the Subcontractor, the Contractor/Subcontractor must provide the CUC with a hard copy of the positive response printout for the project record.
- iii. Document all utility damage incidents with dates, notes, and pictures, etc. Attach the damage incident documentation to the corresponding NC811 locate ticket positive response printout.
- iv. Appropriately report all utility damage incidents promptly and properly.
- v. Work together with locators, excavators, and utility owners to mitigate the associated danger with a damaged utility. Focus on how to prevent these problems going forward.
- vi. Develop and maintain relationships with the NC811 contract locators, including utility owners who locate their own utilities. Identify those utility owners which are not located by a call to NC811. Ensure utility owners are duly informed with a minimum notice of 10 working days prior to any excavation activity taking place in proximity to their facilities.
- vii. Identify construction trends which consistently damage existing, proposed, and newly installed utilities. And thus, adequately provide effort to alleviate underlying problems and activities which consistently damage utilities.
- viii. Proactively review the entire project for potential concerns and possible hazards in order to appropriately monitor all excavating efforts of crews, Contractors, and Subcontractors. Ensure all governing safety practices

Project: U-5783 US-6 County: Henderson

are followed with all excavation efforts. Mitigate potential hazards near and around all existing and proposed overhead and underground utilities.

# b. <u>Utility Construction Monitoring</u>

- i. Supervise and monitor all underground utility construction work, including traffic control measures related to the underground utility installation/construction efforts.
- ii. Identify and mitigate safety concerns related to overhead or underground utilities.
- iii. Appropriately record all contract utility pay items installed daily.
- iv. Utility owners should receive weekly updates throughout the relocation of their facility
- v. For all anticipated utility service interruptions, such as interruptions for service line tie-ins, coordinate with each utility owner to review and address time restrictions for a service interruption; estimate a defined timeframe which will mitigate the interruption in service; identify the best time of day for the shutdown, etc. Oversee the entire tie-in operation from start to completion. Record the location of the tie-in and other appropriate information.
- vi. Prior to each utility line to be accepted into service, coordinate with the respective utility owner all appropriate tests and procedures as required by governing regulations. Witness and document all tests. Such testing may include: pressure testing, flushing, pigging, chlorinating, dechlorinating, tracing line wire testing, etc.

#### c. Handling Unknowns

- i. Proactively search for answers and appropriate resolutions for conflicts that arise due to utilities being discovered during construction and excavation. Identify and document these unknown utilities. Appropriately inform the suspected utility owner.
- ii. Notify the appropriate DOT Division construction personnel of these issues as soon as possible and with appropriate urgency.
- iii. Coordinate additional meetings and/or appropriate communications necessary to bring resolution to the situation with the unknown and newly discovered utility.

iv. Document all appropriate resolutions to the conflict points with all unknown yet newly discovered utility.

## d. Complaints

- i. Document and retain a project log of all public complaints which arise due to the utility construction process in relation to relocation, installation, or disruption of service of an underground utility.
- ii. Notify the appropriate DOT Division construction personnel of public concerns as soon as reasonably possible and with appropriate urgency.
- iii. Proactively resolve these publics concerns and inform the appropriate DOT Division personnel once a particular concern is resolved.

## (C) Required Monthly Construction Utility Coordinator Reports and Meetings:

- a. **Construction Utility Coordinator Monthly Report:** Within 5 working days of the previous month, provide Division Construction personnel with a monthly report which includes:
  - iv. Identification and documentation of the underground utility relocation work accomplished each month. The report is to be itemized by the individual utility.
  - v. Identification and documentation of the projected underground utility relocation work to be accomplished into the next month.
  - vi. A brief narrative regarding the construction progress of each underground utility. Identify and comment on the progress regarding the current utility relocation schedule and identify all other pertinent concerns which must to be addressed.
  - vii. Other important topics to be addressed, identified, and documented in the monthly report:
    - 1. The current and most important action item(s) regarding the status of all underground utilities on the project.
    - 2. Future utility items of importance.
    - 3. The location of rock which has been encountered on site.
    - 4. The utility shutdowns or tie-ins which have occurred.
    - 5. The status of all appropriate utility testing.
    - 6. Appropriate complaints which need to be or have been handled regarding the public.
    - 7. Encounters and resolutions with unknown utilities.

Project: U-5783 US-8 County: Henderson

- e. **Utility Damage and Prevention Monthly Report:** Within 5 working days of the previous month, provide the Division construction personnel with a monthly report which includes identification and documentation of:
  - i. All utility damage incidents for the prior month with documentation and narratives regarding the incident.
  - ii. Other construction activities which may be on-going which may cause utility damage or be of concern.
  - iii. Proactively identify future areas of excavation or other construction activities which may prove to be a concern for next month's utility relocation efforts.
- f. Schedule and conduct a **Construction Utility Coordinator Monthly Meeting**. Distribute a Meeting Agenda with topics to be discussed, to all attendees, minimally 3 working days in advance of each monthly meeting.
  - i. <u>Required Attendees:</u> Assigned NCDOT Division construction personnel, appropriate Contractor and/or subcontractor personnel, and representatives of all utility owners as identified in the UbO/UC Special Provisions, and/or other parties as needed.

#### ii. Items To Be Discussed:

- 1. Initiate each meeting with a relevant "Safety Moment."
- 2. Identify the underground utility relocation work accomplished each month; Identify the previously projected progress from the prior month versus the actual progress with complete construction.
- 3. Identify the projected underground utility relocation work to be accomplished into the next month.
- 4. Identify all pertinent issues concerning utility coordination, scheduling, and address the encountered unknown underground utilities.
- 5. Allow for open comment and concerns to be addressed by attendees and provide an appropriate response. Document the concern when reasonable, or as directed by the Engineer.
- iii. <u>Deliverables:</u> Following the meeting, Meeting Minutes are to be distributed within 5 working days to all attendees. Action items are to be identified in every Meeting Minute, along with the responsible party

identified for each action item. An adequate response time to each action item is to be identified.

## **Measurement and Payment**

Construction Utility Coordination (CUC) will be measured and paid for as the actual number of hours the utility coordinator spends, physically on the project site, performing the described duties for this project. Such price and payment will be the full compensation for all work covered by this provision, including but not limited to communication, reports, meetings, and all incidentals necessary to complete the work. No payment will be made for work that is outside of this scope.

Before the initial payment request is submitted for approval under this pay item, the **Initial Contract Utility Construction Kick-Off Meeting,** as listed in this Special Provision must be completed.

Before the subsequent monthly pay requests are submitted for approval under this pay item, both monthly reports, the **Construction Utility Coordinator Monthly Report** and the **Utility Damage and Prevention Monthly Report:** must be completed from the prior month, and the documents must have been submitted to the appropriate DOT representative. In addition, the previous month's **Construction Utility Coordinator Monthly Meeting** must have been held and all Meeting Minutes must have been distributed in accordance with this Special Provision.

The Contractor shall submit a certified statement each month indicating the hours of work completed. The Engineer will determine if the amount indicated is reasonably correct and the Engineer will pay accordingly on the next partial pay estimate.

Payment will be made under:

**Pay Item**Utility Coordination

Pay Unit Hour

07/01/2024

# **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:**

(WestEd)

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

#### Shoulder and Median Areas

August 1 -	June 1	<b>May 1 - Se</b>	ptember 1
20#	Kentucky Bluegrass	20#	Kentucky Bluegrass
75#	Hard Fescue	75#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1		May 1 - September 1	
100#	Tall Fescue	100#	Tall Fescue
15#	Kentucky Bluegrass	15#	Kentucky Bluegrass
30#	Hard Fescue	30#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

## Approved Tall Fescue Cultivars

06 Dust Escalade Justice Serengeti 2<sup>nd</sup> Millennium Essential Kalahari Shelby 3<sup>rd</sup> Millennium Evergreen 2 Kitty Hawk 2000 Sheridan Apache III Falcon IV Legitimate Signia Silver Hawk Avenger Falcon NG Lexington LSD Barlexas Falcon V Sliverstar Barlexas II Faith Magellan Shenandoah Elite Bar Fa Matador Sidewinder Fat Cat Barrera Millennium SRP Skyline Festnova Solara Barrington **Fidelity** Monet Barrobusto Finelawn Elite Mustang 4 Southern Choice II Barvado Finelawn Xpress Ninja 2 Speedway Spyder LS **Biltmore** Finesse II Ol' Glory **Bingo** Firebird Olympic Gold Sunset Gold Padre Bizem Firecracker LS Taccoa Blackwatch Firenza Patagonia Tanzania Pedigree Blade Runner II Five Point 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 Itd Pure Gold Titanium LS Catalyst Grande 3 Tracer Cayenne Greenbrooks Ouest 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 Wolfpack II Dominion Innovator Riverside **Dynamic** Integrity **RNP** Xtremegreen Dynasty Jaguar 3 Rocket Endeavor Jamboree Scorpion

## Approved Kentucky Bluegrass Cultivars:

Blue Velvet	Gladstone	Quantum Leap
Blueberry	Granite	Rambo
Boomerang	Hampton	Rhapsody
Brilliant	Harmonie	Rhythm
Cabernet	Impact	Rita
Champagne	Jefferson	Royce
Champlain	Juliet	Rubicon
Chicago II	Jump Start	Rugby II
Corsair	Keeneland	Shiraz
Courtyard	Langara	Showcase
Delight	Liberator	Skye
Diva	Madison	Solar Eclipse
Dynamo	Mercury	Sonoma
Eagleton	Midnight	Sorbonne
Emblem	Midnight II	Starburst
Empire	Moon Shadow	Sudden Impact
Envicta	Moonlight SLT	Total Eclipse
Everest	Mystere	Touche
Everglade	Nu Destiny	Tsunami
Excursion	NuChicago	Unique
Freedom II	NuGlade	Valor
Freedom III	Odyssey	Voyager II
Front Page	Perfection	Washington
Futurity	Pinot	Zinfandel
Gaelic	Princeton 105	
Ginney II	Prosperity	
	Blueberry Boomerang Brilliant Cabernet Champagne Champlain Chicago II Corsair Courtyard Delight Diva Dynamo Eagleton Emblem Empire Envicta Everest Everglade Excursion Freedom II Freedom III Front Page Futurity Gaelic	Blueberry Boomerang Brilliant Cabernet Champagne Champagne Chicago II Corsair Courtyard Delight Diva Dynamo Eagleton Emblem Emblem Emvicta Everest Everglade Everglade Excursion Freedom III Freedom III Freedom III Freedom III Brilliant Hampton Ham

## Approved Hard Fescue Cultivars:

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

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza and 15# Crown Vetch January 1 - December 31.

The Crown Vetch Seed should be double inoculated if applied with a hand seeder. Four times the normal rate of inoculant should be used if applied with a hydroseeder. If a fertilizer-seed slurry is used, the required limestone should also be included to prevent fertilizer acidity from killing the inoculant bacteria. Caution should be used to keep the inoculant below 80° F to prevent harm to the bacteria. The rates and grades of fertilizer and limestone shall be the same as specified for *Seeding and Mulching*.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

### **Native Grass Seeding And Mulching**

(West)

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation and/or trout stream construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

August	1 - June 1	May 1 -	- September 1
18#	Creeping Red Fescue	18#	Creeping Red Fescue
8#	Big Bluestem	8#	Big Bluestem
6#	Indiangrass	6#	Indiangrass
4#	Switchgrass	4#	Switchgrass
35#	Rye Grain	25#	German or Browntop Millet
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*.

## **TEMPORARY SEEDING:**

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. German Millet, or Browntop Millet shall be used in summer months and rye grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

## **FERTILIZER TOPDRESSING:**

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

#### **SUPPLEMENTAL SEEDING:**

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, and the rate of application may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

## **MOWING:**

The minimum mowing height on this project shall be six inches.

## **LAWN TYPE APPEARANCE:**

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones <sup>3</sup>/<sub>4</sub>" and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

# MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

#### CONSTRUCTION MATERIALS MANAGEMENT

(3-19-19) (rev. 04-27-20)

## **Description**

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

## Polyacrylamides (PAMS) and Flocculants

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8\_30\_18.pdf

## **Equipment Fluids**

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

#### **Waste Materials**

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 feet away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

## Herbicide, Pesticide, and Rodenticides

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

#### **Concrete Materials**

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.) Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A Residuals Statewide* (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

## **Earthen Material Stock Piles**

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

## **Measurement and Payment**

Conditions set within the *Construction Materials Management* provision are incidental to the project for which no direct compensation will be made.

#### WASTE AND BORROW SOURCES:

(2-16-11) (Rev. 3-17-22)

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

 $\frac{https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/Contract\%20Reclamation\%20Procedures.pdf}{}$ 

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

## **TEMPORARY DIVERSION:**

This work consists of installation, maintenance, and cleanout of *Temporary Diversions* in accordance with Section 1630 of the *Standard Specifications*. The quantity of excavation for installation and cleanout will be measured and paid for as *Silt Excavation* in accordance with Article 1630-3 of the *Standard Specifications*.

## **SAFETY FENCE AND JURISDICTIONAL FLAGGING:**

## **Description**

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

#### **Materials**

## (A) Safety Fencing

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

## (B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

#### **Construction Methods**

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

## (A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

## (B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

## **Measurement and Payment**

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay ItemPay UnitSafety FenceLinear Foot

## **CONCRETE WASHOUT STRUCTURE:**

(8-17-23)

## **Description**

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

#### **Materials**

ItemSectionTemporary Silt Fence1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil think geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

#### **Construction Methods**

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

#### **Maintenance and Removal**

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

## **Measurement and Payment**

Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details or commercially available devices are approved, then those devices will also be paid for per each approved and installed device.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the Standard Specifications.

Safety Fence shall be measured and paid for as provided elsewhere in this contract.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item Pay Unit

Concrete Washout Structure Each

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

(07-19-22)

## **Description**

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

#### **Construction Methods**

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

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

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

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

https://apps.ncdot.gov/LM

An access code ('Pickup Key') for the online reporting portal may be obtained via emailing the Roadside Environmental Unit Litter Management Section at <a href="mailto:ncdot.gov">ncdot.gov</a>. The Contractor shall request access to the litter removal reporting website prior to starting initial litter collection operations.

## **Measurement and Payment**

The quantity of litter removal to be performed will be affected by the actual conditions that occur during construction of the project. The quantity of litter removal may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Manual Litter Removal	MHR
Litter Disposal	TON



U-5783

# Signals and Intelligent Transportation Systems Project Special Provisions (Version 24.0)

Prepared By: 28-Jun-24

## **Contents**

1.	202	24 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES	3
	1.1.	RESERVED FOR FUTURE USE	3
2.	SIC	GNAL HEADS	3
	2.1.	MATERIALS	3
	A.		
	В.	Vehicle Signal Heads:	
	C.	Pedestrian Signal Heads:	
3.	CC	ONTROLLERS WITH CABINETS	
	3.1.	MATERIALS – TYPE 2070LX CONTROLLERS	
	3.2.	MATERIALS – TYPE 170E CABINETS	
	A.	71	
	B.	Type 170 E Cabinet Electrical Requirements:	
	C.	Type 170 E Cabinet Physical Requirements:	
	D.	Model 2018 Enhanced Conflict Monitor:	20
	E.	Preemption and Sign Control Box	
4.	M	ICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE DETECTION ZONES	33
	4.1.	DESCRIPTION	33
	4.2.	MATERIALS	
	4.3.	CONSTRUCTION METHODS	
	4.4.	MEASUREMENT AND PAYMENT	34
5.	MI	ETAL POLE SUPPORTS	34
	5.1.	METAL POLES	34
	A.	General:	34
	B.	Materials:	36
	C.	Design:	
	D.		
	5.2.	DRILLED PIER FOUNDATIONS FOR METAL POLES	
	Α.	I	
	B.	Soil Test and Foundation Determination:	
	C.	Drilled Pier Construction:	
	5.3. A.	POLE NUMBERING SYSTEM	
	A. B.	Reused Poles	
	5.4.	MEASUREMENT AND PAYMENT	
_			
6.		ROTECTIVE COATING FOR METAL POLES	
	6.1.	GENERAL	
	6.2.	DESCRIPTION	
	6.3.	MATERIALS	46

6.4.	FACILITY APPROVAL	46
6.5.	POWDER COATING	47
A.	Galvanizing	47
B.	Surface Preparation	
C.	Powder Coating Application and Curing	48
D.	Quality Control	48
E.	Storage, Shipping, and Handling	48
F.	Repair of Powder Coated Material	48
6.6.	ACRYLIC PRIMER AND TOPCOAT PAINT SYSTEM	48
A.	Description	
B.	Surface Preparation	49
C.	Materials	
D.	Painting	49
E.	Curing	
F.	Inspection	50
G.	Handling	
H.	Repair of Damaged Coating	
6.7.	MEASUREMENT AND PAYMENT	51
7. TF	EMPORARY RECTANGULAR RAPID FLASHING BEACON SOLAR POWERED DISPLAY AND	
	OLLER ASSEMBLY	51
7.1.	DESCRIPTION	
7.1.	MATERIALS	
7.2.	CONSTRUCTION METHODS	
7.3. 7.4.	MEASUREMENT AND PAYMENT	
, .T.	THE BOTTEM THE THEFT	55

### 1. 2024 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES

The 2024 Standard Specifications are revised as follows:

#### 1.1. RESERVED FOR FUTURE USE

Page xx-xxx, line xx, revise "insert changes here".

#### 2. SIGNAL HEADS

#### 2.1. MATERIALS

#### A. General:

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 12-inch and 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Fabricate 9-inch pedestrian signal head housings, end caps, and visors from virgin polycarbonate material. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel.

Fabricate tunnel and traditional visors from sheet aluminum.

Paint all surfaces inside and outside of signal housings and doors. Paint outside surfaces of tunnel and traditional visors, wire outlet bodies, wire entrance fitting brackets and end caps when supplied as components of messenger cable mounting assemblies, pole and pedestal mounting assemblies, and pedestrian pushbutton housings. Have electrostatically-applied, fused-polyester paint in highway yellow (Federal Standard 595C, Color Chip Number 13538) a minimum of 2.5 to 3.5 mils thick. Do not apply paint to the latching hardware, rigid vehicle signal head mounting brackets for mast-arm attachments, messenger cable hanger components or balance adjuster components.

Have the interior surfaces of tunnel and traditional visors painted an alkyd urea black synthetic baking enamel with a minimum gloss reflectance and meeting the requirements of MIL-E-10169, "Enamel Heat Resisting, Instrument Black."

Where required, provide polycarbonate signal heads and visors that comply with the provisions pertaining to the aluminum signal heads listed on the QPL with the following exceptions:

Fabricate signal head housings, end caps, and visors from virgin polycarbonate material. Provide UV stabilized polycarbonate plastic with a minimum thickness of  $0.1 \pm 0.01$  inches that is highway yellow (Federal Standard 595C, Color Chip 13538). Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

Test	Required	Method
Specific Gravity	1.17 minimum	ASTM D 792
Flammability	Self-extinguishing	ASTM D 635
Tensile Strength, yield, PSI	8500 minimum	ASTM D 638
Izod impact strength, ft-lb/in [notched, 1/8 inch]	12 minimum	ASTM D 256

For pole mounting, provide side of pole mounting assemblies with framework and all other hardware necessary to make complete, watertight connections of the signal heads to the poles and pedestals. Fabricate the mounting assemblies and frames from aluminum with all necessary

Version 24.0 grint date: 06/28/24

hardware, screws, washers, etc. to be stainless steel. Provide mounting fittings that match the positive locking device on the signal head with the serrations integrally cast into the brackets. Provide upper and lower pole plates that have a 1 ¼-inch vertical conduit entrance hubs with the hubs capped on the lower plate and 1 ½-inch horizontal hubs. Ensure that the assemblies provide rigid attachments to poles and pedestals so as to allow no twisting or swaying of the signal heads. Ensure that all raceways are free of sharp edges and protrusions, and can accommodate a minimum of ten Number 14 AWG conductors.

For pedestal mounting, provide a post-top slipfitter mounting assembly that matches the positive locking device on the signal head with serrations integrally cast into the slipfitter. Provide stainless steel hardware, screws, washers, etc. Provide a minimum of six 3/8 X 3/4-inch long square head bolts for attachment to pedestal. Provide a center post for multi-way slipfitters.

For light emitting diode (LED) traffic signal modules, provide the following requirements for inclusion on the Department's Qualified Products List for traffic signal equipment.

- 1. Sample submittal,
- 2. Third-party independent laboratory testing results for each submitted module with evidence of testing and conformance with all of the Design Qualification Testing specified in section 6.4 of each of the following Institute of Transportation Engineers (ITE) specifications:
  - Vehicle Traffic Control Signal Heads Light Emitting Diode (LED) Circular Signal Supplement
  - Vehicle Traffic Control Signal Heads Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement
  - Pedestrian Traffic Control Signal Indications –Light Emitting Diode (LED) Signal Modules.

(Note: The Department currently recognizes two approved independent testing laboratories. They are Intertek ETL Semko and Light Metrics, Incorporated with Garwood Laboratories. Independent laboratory tests from other laboratories may be considered as part of the QPL submittal at the discretion of the Department,

- 3. Evidence of conformance with the requirements of these specifications,
- 4. A manufacturer's warranty statement in accordance with the required warranty, and
- 5. Submittal of manufacturer's design and production documentation for the model, including but not limited to, electrical schematics, electronic component values, proprietary part numbers, bill of materials, and production electrical and photometric test parameters.
- 6. Evidence of approval of the product to bear the Intertek ETL Verified product label for LED traffic signal modules.

Ensure LED traffic signal modules meet the performance requirements for the minimum period of 15 years, provide a written warranty against defects in materials and workmanship for the modules for a period of 15 years after installation of the modules. During the warranty period, the manufacturer must provide new replacement modules within 45 days of receipt of modules that have failed at no cost to the State. Repaired or refurbished modules may not be used to fulfill the manufacturer's warranty obligations. Provide manufacturer's warranty documentation to the Department during evaluation of product for inclusion on Qualified Products List (QPL).

#### **B.** Vehicle Signal Heads:

Comply with the ITE standard "Vehicle Traffic Control Signal Heads". Provide housings with provisions for attaching backplates.

Version 24.0 4 print date: 06/28/24

Provide visors that are 8 inches in length for 8-inch vehicle signal head sections. Provide visors that are 10 inches in length for 12-inch vehicle signal heads.

Provide a termination block with one empty terminal for field wiring for each indication plus one empty terminal for the neutral conductor. Have all signal sections wired to the termination block. Provide barriers between the terminals that have terminal screws with a minimum Number 8 thread size and that will accommodate and secure spade lugs sized for a Number 10 terminal screw.

Mount termination blocks in the yellow signal head sections on all in-line vehicle signal heads. Mount the termination block in the red section on five-section vehicle signal heads.

Furnish vehicle signal head interconnecting brackets. Provide one-piece aluminum brackets less than 4.5 inches in height and with no threaded pipe connections. Provide hand holes on the bottom of the brackets to aid in installing wires to the signal heads. Lower brackets that carry no wires and are used only for connecting the bottom signal sections together may be flat in construction.

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate messenger cable hanger components, wire outlet bodies and balance adjuster components from stainless steel or malleable iron galvanized in accordance with ASTM A153 (Class A) or ASTM A123. Provide serrated rings made of aluminum. Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, hex-head bolts and associated nuts, clevis pins, cotter pins, U-bolt clamps and nuts from stainless steel.

For mast-arm mounting, provide rigid vehicle signal head mounting brackets and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the mast arms and to provide a means for vertically adjusting the vehicle signal heads to proper alignment. Fabricate the mounting assemblies from aluminum, and provide serrated rings made of aluminum. Provide stainless steel cable attachment assemblies to secure the brackets to the mast arms. Ensure all fastening hardware and fasteners are fabricated from stainless steel.

Provide LED vehicular traffic signal modules (hereafter referred to as modules) that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections. Use LEDs that are aluminum indium gallium phosphorus (AlInGaP) technology for red and yellow indications and indium gallium nitride (InGaN) for green indications. Install the ultra bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 15 years and to meet all parameters of this specification during this period of useful life.

For the modules, provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard signal head. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Tint the red, yellow and green lenses to correspond with the wavelength (chromaticity) of the LED. Transparent tinting films are unacceptable. Provide a lens that is integral to the unit with a smooth outer surface.

Version 24.0 5 print date: 06/28/24

## 1. LED Circular Signal Modules:

Provide modules in the following configurations: 12-inch circular sections, and 8-inch circular sections. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2024 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Circular Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red circular	17	11
8-inch red circular	13	8
12-inch green circular	15	15
8-inch green circular	12	12

For yellow circular signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to insure power required at 77° F is 22 Watts or less for the 12-inch circular module and 13 Watts or less for the 8-inch circular module.

Note: Use a wattmeter having an accuracy of  $\pm 1\%$  to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

## 2. LED Arrow Signal Modules

Provide 12-inch omnidirectional arrow signal modules. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2024 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement" dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Arrow Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red arrow	12	9
12-inch green arrow	11	11

For yellow arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Arrow Supplement to insure power required at 77° F is 12 Watts or less.

Version 24.0 6 print date: 06/28/24

Note: Use a wattmeter having an accuracy of  $\pm 1\%$  to measure the nominal wattage and maximum wattage of an arrow traffic signal module. Power may also be derived from voltage, current and power factor measurements.

## 3. LED U-Turn Arrow Signal Modules:

Provide modules in the following configurations: 12-inch left u-turn arrow signal modules and 12-inch right u-turn arrow signal modules.

Modules are not required to be listed on the ITS and Signals Qualified Products List. Provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that have minimum maintained luminous intensity values that are not less than 16% of the values calculated using the method described in section 4.1 of the VTCSH Circular Supplement.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Circular Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F		
12-inch red u-turn arrow	17	11		
12-inch green u-turn arrow	15	15		

For yellow u-turn arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to ensure power required at 77° F is 22 Watts or less.

Note: Use a wattmeter having an accuracy of  $\pm 1\%$  to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

## 4. LED Bi-Modal Green-Yellow Arrow Signal Modules

Provide 12-inch omnidirectional bi-modal arrow signal modules. Ensure both green and yellow arrow indications are in each module with a clear lens that is integral to the unit. Ensure both indications display an incandescent style look.

Modules are not required to be listed on the ITS and Signals Qualified Products List. Ensure that both indications along with the module meet or exceed the requirements in sections 1, 2, 3, 4 and 5 of the VTCSH Arrow Supplement and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Arrow Supplement:

Arrow Type	Nominal Wattage at 77° F
12-inch yellow arrow	12
12-inch green arrow	11

Note: Use a wattmeter having an accuracy of  $\pm 1\%$  to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

Version 24.0 7 print date: 06/28/24

#### C. Pedestrian Signal Heads:

Provide pedestrian signal heads with international symbols that meet the MUTCD. Do not provide letter indications.

Comply with the ITE standard for "Pedestrian Traffic Control Signal Indications" and the following sections of the ITE standard for "Vehicle Traffic Control Signal Heads" in effect on the date of advertisement:

- Section 3.00 "Physical and Mechanical Requirements"
- Section 4.01 "Housing, Door, and Visor: General"
- Section 4.04 "Housing, Door, and Visor: Materials and Fabrication"
- Section 7.00 "Exterior Finish"

Provide a double-row termination block with three empty terminals and number 10 screws for field wiring. Provide barriers between the terminals that accommodate a spade lug sized for number 10 terminal screws. Mount the termination block in the hand section. Wire all signal sections to the terminal block.

Where required by the plans, provide 16-inch pedestrian signal heads with traditional three-sided, rectangular visors, 6 inches long. Where required by the plans, provide 12-inch pedestrian signal heads with traditional three-sided, rectangular visors, 8 inches long.

Provide 2-inch diameter pedestrian push-buttons with weather-tight housings fabricated from die-cast aluminum and threading in compliance with the NEC for rigid metal conduit. Provide a weep hole in the housing bottom and ensure that the unit is vandal resistant.

Provide push-button housings that are suitable for mounting on flat or curved surfaces and that will accept 1/2-inch conduit installed in the top. Provide units that have a heavy duty push-button assembly with a sturdy, momentary, normally-open switch. Have contacts that are electrically insulated from the housing and push-button. Ensure that the push-buttons are rated for a minimum of 5 mA at 24 volts DC and 250 mA at 12 volts AC.

Provide standard R10-3 signs with mounting hardware that comply with the MUTCD in effect on the date of advertisement. Provide R10-3E signs for countdown pedestrian heads and R10-3B for non-countdown pedestrian heads.

Design the LED pedestrian traffic signal modules (hereafter referred to as modules) for installation into standard pedestrian traffic signal sections that do not contain the incandescent signal section reflector, lens, eggcrate visor, gasket, or socket. Provide modules that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp. Use LEDs that are of the latest aluminum indium gallium phosphorus (AlInGaP) technology for the Portland Orange hand and countdown displays. Use LEDs that are of the latest indium gallium nitride (InGaN) technology for the Lunar White walking man displays. Install the ultra-bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

Design all modules to operate using a standard 3 - wire field installation. Provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard pedestrian signal housing. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Version 24.0 8 print date: 06/28/24

Provide modules in the following configuration: 16-inch displays which have the solid hand/walking man overlay on the left and the countdown on the right, and 12-inch displays which have the solid hand/walking man module as an overlay. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2024 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Pedestrian Traffic Control Signal Indicators - Light Emitting Diode (LED) Signal Modules" dated August 04, 2010 (hereafter referred to as PTCSI Pedestrian Standard) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the PTCSI Pedestrian Standard:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F		
Hand Indication	16	13		
Walking Man Indication	12	9		
Countdown Indication	16	13		

Note: Use a wattmeter having an accuracy of  $\pm 1\%$  to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

Provide module lens that is hard coated or otherwise made to comply with the material exposure and weathering effects requirements of the Society of Automotive Engineers (SAE) J576. Ensure all exposed components of the module are suitable for prolonged exposure to the environment, without appreciable degradation that would interfere with function or appearance.

Ensure the countdown display continuously monitors the traffic controller to automatically learn the pedestrian phase time and update for subsequent changes to the pedestrian phase time.

Ensure the countdown display begins normal operation upon the completion of the preemption sequence and no more than one pedestrian clearance cycle.

#### 3. CONTROLLERS WITH CABINETS

## 3.1. MATERIALS – TYPE 2070LX CONTROLLERS

Furnish model 2070LX controller units that conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated March 12, 2009, plus Errata 1 dated January 21, 2010 and Errata 2 dated December 5, 2014) except as required herein.

The Department will provide software at the beginning of the burning-in period. Contractor shall give 5 working days notice before needing software. Program software provided by the Department.

Provide model 2070LX controllers with Linux kernel 2.6.18 or higher and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070-1C, CPU Module, Single Board, with 8Mb Datakey (blue in color)
- MODEL 2070-2E+, Field I/O Module (FI/O)
  - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is "off")

Version 24.0 9 print date: 06/28/24

- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP

Provide a Board Support Package (BSP) to the state and to any specified applications software manufacturer when requested by the state to facilitate the porting of application software.

#### 3.2. MATERIALS – TYPE 170E CABINETS

## A. Type 170 E Cabinets General:

Conform to the city of Los Angeles' Specification No. 54-053-08, *Traffic Signal Cabinet Assembly Specification* (dated July 2008), except as required herein.

Furnish model 336S pole mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details. Provide 336S pole mounted cabinets that are 46" high with 40" high internal rack assemblies.

Furnish model 332 base mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. When overlaps are required, provide auxiliary output files for the overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details.

Provide model 200 load switches, model 222 loop detector sensors, model 252 AC isolators, and model 242 DC isolators according to the electrical details. As a minimum, provide one (1) model 2018 conflict monitor, one (1) model 206L power supply unit, two (2) model 204 flashers, one (1) DC isolator (located in slot I14), and four (4) model 430 flash transfer relays (provide seven (7) model 430 flash transfer relays if auxiliary output file is installed) with each cabinet.

## **B.** Type 170 E Cabinet Electrical Requirements:

Provide a cabinet assembly designed to ensure that upon leaving any cabinet switch or conflict monitor initiated flashing operation, the controller starts up in the programmed start up phases and start up interval.

Furnish two sets of non-fading cabinet wiring diagrams and schematics in a paper envelope or container and placed in the cabinet drawer.

All AC+ power is subject to radio frequency signal suppression.

Provide surge suppression in the cabinet for each type of cabinet device. Provide surge protection for the full capacity of the cabinet input file. Provide surge suppression devices that operate properly over a temperature range of -40° F to +185° F. Ensure the surge suppression devices provide both common and differential modes of protection.

Provide a pluggable power line surge protector that is installed on the back of the PDA (power distribution assembly) chassis to filter and absorb power line noise and switching transients. Ensure the device incorporates LEDs for failure indication and provides a dry relay contact closure for the purpose of remote sensing. Ensure the device meets the following specifications:

Provide a loop surge suppressor for each set of loop terminals in the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (6 times, 8x20µs)	
(Differential Mode)	400A
(Common Mode)	
Occurrences (8x20µs waveform)	500 min @ 200A
Maximum Clamp Voltage	
(Differential Mode @400A)	35V
(Common Mode @1,000A)	35V
Response Time	< 5 nanoseconds
Maximum Capacitance	35 pF

Provide a data communications surge suppressor for each communications line entering or leaving the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs)10,000A						
Occurrences (8x20µs waveform)	100 min @ 2,000A					
Maximum Clamp Voltage	Rated for equipment protected					
Response Time	< 1 nanosecond					
Maximum Capacitance	1,500 pF					
Maximum Series Resistance	15Ω					

Provide a DC signal surge suppressor for each DC input channel in the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs)	.10,000A
Occurrences (8x20µs waveform)	.100 @ 2,000A
Maximum Clamp Voltage	.30V
Response Time	.< 1 nanosecond

Provide a 120 VAC signal surge suppressor for each AC+ interconnect signal input. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20μs)	20,000A
Maximum Clamp Voltage	350VAC
Response Time	< 200 nanoseconds
Discharge Voltage	<200 Volts @ 1,000A

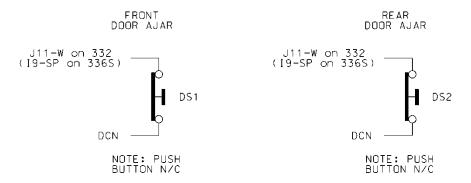
Version 24.0 11 print date: 06/28/24

Insulation Resistance.....≥100 MΩ

Provide conductors for surge protection wiring that are of sufficient size (ampacity) to withstand maximum overcurrents which could occur before protective device thresholds are attained and current flow is interrupted.

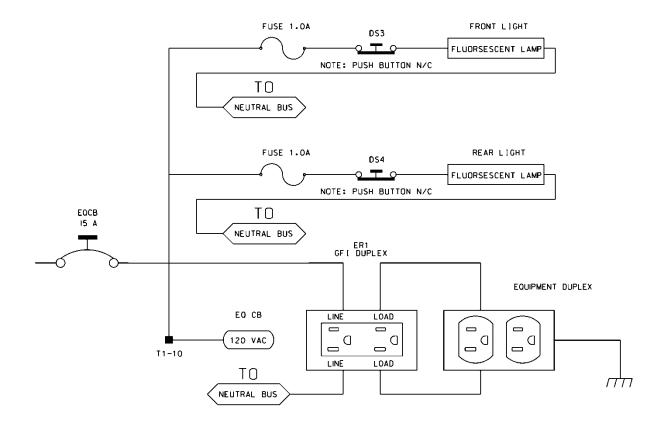
If additional surge protected power outlets are needed to accommodate fiber transceivers, modems, etc., install a UL listed, industrial, heavy-duty type power outlet strip with a minimum rating of 15 A / 125 VAC, 60 Hz. Provide a strip that has a minimum of 3 grounded outlets. Ensure the power outlet strip plugs into one of the controller unit receptacles located on the rear of the PDA. Ensure power outlet strip is mounted securely; provide strain relief if necessary.

Provide a door switch in the front and a door switch in the rear of the cabinet that will provide the controller unit with a Door Ajar alarm when either the front or the rear door is open. Ensure the door switches apply DC ground to the Input File when either the front door or the rear door is open.



Furnish a fluorescent fixture in the rear across the top of the cabinet and another fluorescent fixture in the front across the top of the cabinet at a minimum. Ensure that the fixtures provide sufficient light to illuminate all terminals, labels, switches, and devices in the cabinet. Conveniently locate the fixtures so as not to interfere with a technician's ability to perform work on any devices or terminals in the cabinet. Provide a protective diffuser to cover exposed bulbs. Install 16 watt T-4 lamps in the fluorescent fixtures. Provide a door switch to provide power to each fixture when the respective door is open. Wire the fluorescent fixtures to the 15 amp ECB (equipment circuit breaker).

Version 24.0 12 print date: 06/28/24



Furnish a police panel with a police panel door. For model 336S cabinets, mount the police panel on the rear door. Ensure that the police panel door permits access to the police panel when the main door is closed. Ensure that no rainwater can enter the cabinet even with the police panel door open. Provide a police panel door hinged on the right side as viewed from the front. Provide a police panel door lock that is keyed to a standard police/fire call box key. In addition to the requirements of LA Specification No. 54-053-08, provide the police panel with a toggle switch connected to switch the intersection operation between normal stop-and-go operation (AUTO) and manual operation (MANUAL). Ensure that manual control can be implemented using inputs and software such that the controller provides full programmed clearance times for the yellow clearance and red clearance for each phase while under manual control.

Provide a 1/4-inch locking phone jack in the police panel for a hand control to manually control the intersection. Provide sufficient room in the police panel for storage of a hand control and cord.

Ensure the 336S cabinet Input File is wired as follows:

Version 24.0 13 print date: 06/28/24

	336S Cabinet Port-Bit/C-1 Pin Assignment													
Slot #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
C-1 (Spares)	59	60	61	62	63	64	65	66	75	76	77	78	79	80
Port	3-2	1-1	3-4	1-3	3-1	1-2	3-3	1-4	2-5	5-5	5-6	5-1	5-2	6-7
C-1	56	39	58	41	55	40	57	42	51	71	72	67	68	81
Port	2-1	1-5	2-3	1-7	2-2	1-6	2-4	1-8	2-6	5-7	5-8	5-3	5-4	6-8
C-1	47	43	49	45	48	44	50	46	52	73	74	69	70	82

For model 332 base mounted cabinets, ensure terminals J14-E and J14-K are wired together on the rear of the Input File. Connect TB9-12 (J14 Common) on the Input Panel to T1-2 (AC-) on the rear of the PDA.

Provide detector test switches mounted at the top of the cabinet rack or other convenient location which may be used to place a call on each of eight phases based on the chart below. Provide three positions for each switch: On (place call), Off (normal detector operation), and Momentary On (place momentary call and return to normal detector operation after switch is released). Ensure that the switches are located such that the technician can read the controller display and observe the intersection.

Connect	detector test	switches for	cahinets	as follows:
Connect	detector test	5 WILCHUS TOL	caminots	as runuws.

336S Cabinet	t	332 Cabinet		
<b>Detector Call Switches</b>	Terminals	<b>Detector Call Switches</b>	Terminals	
Phase 1	I1-F	Phase 1	I1-W	
Phase 2	I2-F	Phase 2	I4-W	
Phase 3	I3-F	Phase 3	I5-W	
Phase 4	I4-F	Phase 4	I8-W	
Phase 5	I5-F	Phase 5	J1-W	
Phase 6	I6-F	Phase 6	J4-W	
Phase 7	I7-F	Phase 7	J5-W	
Phase 8	I8-F	Phase 8	J8-W	

Provide the PCB 28/56 connector for the conflict monitor unit (CMU) with 28 independent contacts per side, dual-sided with 0.156 inch contact centers. Provide the PCB 28/56 connector contacts with solder eyelet terminations. Ensure all connections to the PCB 28/56 connector are soldered to the solder eyelet terminations.

Ensure that all cabinets have the CMU connector wired according to the 332 cabinet connector pin assignments (include all wires for auxiliary output file connection). Wire pins 13, 16, R, and U of the CMU connector to a separate 4 pin plug, P1, as shown below. Provide a second plug, P2, which will mate with P1 and is wired to the auxiliary output file as shown below. Provide an additional plug, P3, which will mate with P1 and is wired to the pedestrian yellow circuits as shown

below. When no auxiliary output file is installed in the cabinet, provide wires for the green and yellow inputs for channels 11, 12, 17, and 18, the red inputs for channels 17 and 18, and the wires for the P2 plug. Terminate the two-foot wires with ring type lugs, insulated, and bundled for optional use.

_	P	P1 P2		Р3		
PIN	FUNCTION	CONN TO	<b>FUNCTION</b>	CONN TO	<b>FUNCTION</b>	CONN TO
1	CH-9G	CMU-13	OLA-GRN	A123	2P-YEL	114
2	CH-9Y	CMU-16	OLA-YEL	A122	4P-YEL	105
3	CH-10G	CMU-R	OLB-GRN	A126	6P-YEL	120
4	CH-10Y	CMU-U	OLB-YEL	A125	8P-YEL	111

Do not provide the P20 terminal assembly (red monitor board) or red interface ribbon cable as specified in LA Specification No. 54-053-08.

Provide a P20 connector that mates with and is compatible with the red interface connector mounted on the front of the conflict monitor. Ensure that the P20 connector and the red interface connector on the conflict monitor are center polarized to ensure proper connection. Ensure that removal of the P20 connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Wire the P20 connector to the output file and auxiliary output file using 22 AWG stranded wires. Ensure the length of these wires is a minimum of 42 inches in length. Provide a durable braided sleeve around the wires to organize and protect the wires.

Wire the P20 connector to the traffic signal red displays to provide inputs to the conflict monitor as shown below. Ensure the pedestrian Don't Walk circuits are wired to channels 13 through 16 of the P20 connector. When no auxiliary output file is installed in the cabinet, provide wires for channels 9 through 12 reds. Provide a wire for special function 1. Terminate the unused wires with ring type lugs, insulated, and bundled for optional use.

	P20 Connector								
PIN	FUNCTION	CONN TO	PIN	FUNCTION	CONN TO				
1	Channel 15 Red	119	2	Channel 16 Red	110				
3	Channel 14 Red	104	4	Chassis GND	01-9				
5	Channel 13 Red	113	6	N/C					
7	Channel 12 Red	AUX 101	8	Spec Function 1					
9	Channel 10 Red	AUX 124	10	Channel 11 Red	AUX 114				
11	Channel 9 Red	AUX 121	12	Channel 8 Red	107				
13	Channel 7 Red	122	14	Channel 6 Red	134				
15	Channel 5 Red	131	16	Channel 4 Red	101				
17	Channel 3 Red	116	18	Channel 2 Red	128				
19	Channel 1 Red	125	20	Red Enable	01-14				

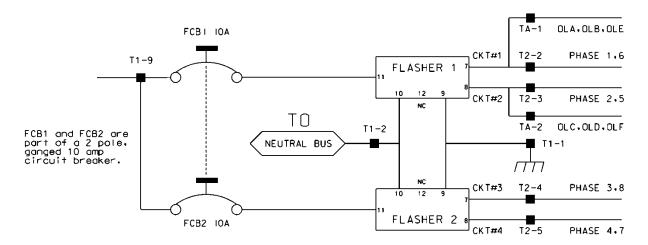
Version 24.0 15 print date: 06/28/24

Ensure the controller unit outputs to the auxiliary output file are pre-wired to the C5 connector. When no auxiliary output file is installed in the cabinet, connect the C5 connector to a storage socket located on the Input Panel or on the rear of the PDA.

Do not wire pin 12 of the load switch sockets.

In addition to the requirements of LA Specification No. 54-053-08, ensure relay K1 on the Power Distribution Assembly (PDA) is a four pole relay and K2 on the PDA is a two pole relay.

Provide a two pole, ganged circuit breaker for the flash bus circuit. Ensure the flash bus circuit breaker is an inverse time circuit breaker rated for 10 amps at 120 VAC with a minimum of 10,000 RMS symmetrical amperes short circuit current rating. Do not provide the auxiliary switch feature on the flash bus circuit breaker. Ensure the ganged flash bus circuit breaker is certified by the circuit breaker manufacturer to provide gang tripping operation.



Ensure auxiliary output files are wired as follows:

Version 24.0 16 print date: 06/28/24

AUXILIARY OUTPUT FILE TERMINAL BLOCK TA ASSIGNMENTS		
POSITION	FUNCTION	
1	Flasher Unit #1, Circuit 1/FTR1 (OLA, OLB)/FTR3 (OLE)	
2	Flasher Unit #1, Circuit 2/FTR2 (OLC, OLD)/FTR3 (OLF)	
3	Flash Transfer Relay Coils	
4	AC -	
5	Power Circuit 5	
6	Power Circuit 5	
7	Equipment Ground Bus	
8	NC	

Provide four spare load resistors mounted in each cabinet. Ensure each load resistor is rated as shown in the table below. Wire one side of each load resistor to AC-. Connect the other side of each resistor to a separate terminal on a four (4) position terminal block. Mount the load resistors and terminal block either inside the back of Output File No. 1 or on the upper area of the Service Panel.

ACCEPTABLE LOAD RESISTOR VALUES		
VALUE (ohms)	WATTAGE	
1.5K – 1.9 K	25W (min)	
2.0K – 3.0K	10W (min)	

Provide Model 200 load switches, Model 204 flashers, Model 242 DC isolators, Model 252 AC isolators, and Model 206L power supply units that conform to CALTRANS' "Transportation Electrical Equipment Specifications" dated March 12, 2009 with Erratum 1.

#### C. Type 170 E Cabinet Physical Requirements:

Do not mold, cast, or scribe the name "City of Los Angeles" on the outside of the cabinet door as specified in LA Specification No. 54-053-08. Do not provide a Communications Terminal Panel as specified in LA Specification No. 54-053-08. Do not provide terminal block TBB on the Service Panel. Do not provide Cabinet Verification Test Program software or associated test jigs as specified in LA Specification No. 54-053-08.

Furnish unpainted, natural, aluminum cabinet shells. Ensure that all non-aluminum hardware on the cabinet is stainless steel or a Department approved non-corrosive alternate.

Ensure the lifting eyes, gasket channels, police panel, and all supports welded to the enclosure and doors are fabricated from 0.125 inch minimum thickness aluminum sheet and meet the same standards as the cabinet and doors.

Provide front and rear doors with latching handles that allow padlocking in the closed position. Furnish 0.75 inch minimum diameter stainless steel handles with a minimum 0.5 inch shank. Place

Version 24.0 17 print date: 06/28/24

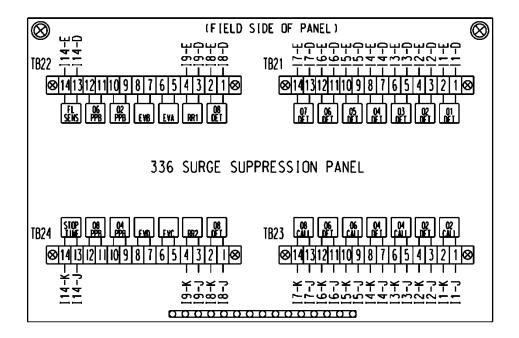
the padlocking attachment at 4.0 inches from the handle shank center to clear the lock and key. Provide an additional 4.0 inches minimum gripping length.

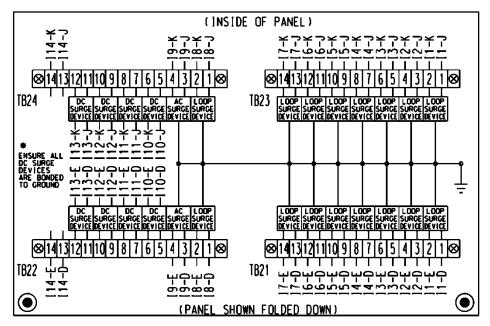
Provide Corbin #2 locks on the front and rear doors. Provide one (1) Corbin #2 and one (1) police master key with each cabinet. Ensure main door locks allow removal of keys in the locked position only.

Provide a surge protection panel with 16 loop surge protection devices and designed to allow sufficient free space for wire connection/disconnection and surge protection device replacement. For model 332 cabinets, provide an additional 20 loop surge protection devices. Provide an additional two AC+ interconnect surge devices to protect one slot and eight DC surge protection devices to protect four slots. Provide no protection devices on slot I14.

For pole mounted cabinets, mount surge protection devices for the AC+ interconnect inputs, inductive loop detector inputs, and low voltage DC inputs on a swing down panel assembly fabricated from sturdy aluminum. Attach the swing down panel to the bottom rear cabinet rack assembly using thumb screws. Ensure the swing down panel allows for easy removal of the input file without removing the surge protection panel assembly or its parts. Have the surge protection devices mounted horizontally on the panel and soldered to the feed through terminals of four 14 position terminal blocks with #8 screws mounted on the other side. Ensure the top row of terminals is connected to the upper slots and the bottom row of terminals is connected to the bottom slots. Provide a 15 position copper equipment ground bus attached to the field terminal side (outside) of the swing down panel for termination of loop lead-in shield grounds. Ensure that a Number 4 AWG green wire connects the surge protection panel assembly ground bus to the main cabinet equipment ground.

Version 24.0 18 print date: 06/28/24





For base mounted cabinets, mount surge protection panels on the left side of the cabinet as viewed from the rear. Attach each panel to the cabinet rack assembly using bolts and make it easily removable. Mount the surge protection devices in vertical rows on each panel and connect the devices to one side of 12 position, double row terminal blocks with #8 screws. For each surge protection panel, terminate all grounds from the surge protection devices on a copper equipment ground bus attached to the surge protection panel. Wire the terminals to the rear of a standard input file using spade lugs for input file protection.

Provide permanent labels that indicate the slot and the pins connected to each terminal that may be viewed from the rear cabinet door. Label and orient terminals so that each pair of inputs is next to each other. Indicate on the labeling the input file (I or J), the slot number (1-14) and the terminal pins of the input slots (either D & E for upper or J & K for lower).

Provide a minimum 14 x 16 inch pull out, hinged top shelf located immediately below controller mounting section of the cabinet. Ensure the shelf is designed to fully expose the table surface outside the controller at a height approximately even with the bottom of the controller. Ensure the shelf has a storage bin interior which is a minimum of 1 inch deep and approximately the same dimensions as the shelf. Provide an access to the storage area by lifting the hinged top of the shelf. Fabricate the shelf and slide from aluminum or stainless steel and ensure the assembly can support the 2070L controller plus 15 pounds of additional weight. Ensure shelf has a locking mechanism to secure it in the fully extended position and does not inhibit the removal of the 2070L controller or removal of cards inside the controller when fully extended. Provide a locking mechanism that is easily released when the shelf is to be returned to its non-use position directly under the controller.

#### D. Model 2018 Enhanced Conflict Monitor:

Furnish Model 2018 Enhanced Conflict Monitors that provide monitoring of 18 channels. Ensure each channel consists of a green, yellow, and red field signal input. Ensure that the conflict monitor meets or exceeds CALTRANS' Transportation Electrical Equipment Specifications dated March 12, 2009, with Erratum 1 (hereafter referred to as CALTRANS' 2009 TEES) for a model 210 monitor unit and other requirements stated in this specification.

Ensure the conflict monitor is provided with an 18 channel conflict programming card. Pin EE and Pin T of the conflict programming card shall be connected together. Pin 16 of the conflict programming card shall be floating. Ensure that the absence of the conflict programming card will cause the conflict monitor to trigger (enter into fault mode), and remain in the triggered state until the programming card is properly inserted and the conflict monitor is reset.

Provide a conflict monitor that incorporates LED indicators into the front panel to dynamically display the status of the monitor under normal conditions and to provide a comprehensive review of field inputs with monitor status under fault conditions. Ensure that the monitor indicates the channels that were active during a conflict condition and the channels that experienced a failure for all other per channel fault conditions detected. Ensure that these indications and the status of each channel are retained until the Conflict Monitor is reset. Furnish LED indicators for the following:

- AC Power (Green LED indicator)
- VDC Failed (Red LED indicator)
- WDT Error (Red LED indicator)
- Conflict (Red LED indicator)
- Red Fail (Red LED indicator)
- Dual Indication (Red LED indicator)
- Yellow/Clearance Failure (Red LED indicator)
- PCA/PC Ajar (Red LED indicator)
- Monitor Fail/Diagnostic Failure (Red LED indicator)
- 54 Channel Status Indicators (1 Red, 1 Yellow, and 1 Green LED indicator for each of the 18 channels)

Version 24.0 20 print date: 06/28/24

Provide a switch to set the Red Fail fault timing. Ensure that when the switch is in the ON position the Red Fail fault timing value is set to 1350 +/- 150 ms (2018 mode). Ensure that when the switch is in the OFF position the Red Fail fault timing value is set to 850 +/- 150 ms (210 mode).

Provide a switch to set the Watchdog fault timing. Ensure that when the switch is in the ON position the Watchdog fault timing value is set to 1.0 +/- 0.1 s (2018 mode). Ensure that when the switch is in the OFF position the Watchdog fault timing value is set to 1.5 +/- 0.1 s (210 mode).

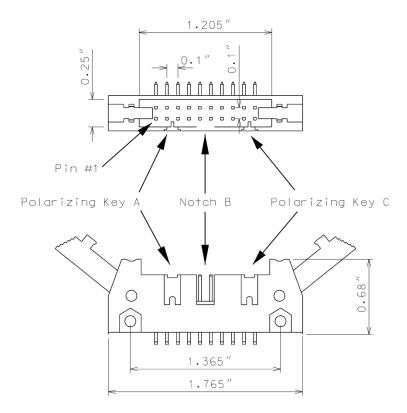
Provide a jumper or switch to set the AC line brown-out levels. Ensure that when the jumper is present or the switch is in the ON position the AC line dropout voltage threshold is  $98 \pm 2 \text{ Vrms}$ , the AC line restore voltage threshold is  $103 \pm 2 \text{ Vrms}$ , and the AC line brown-out timing value is set to  $400 \pm 50 \text{ ms}$  (2018 mode). Ensure that when the jumper is not present or the switch is in the OFF position the AC line dropout voltage threshold is  $92 \pm 2 \text{ Vrms}$ , the AC line restore voltage threshold is  $98 \pm 2 \text{ Vrms}$ , and the AC line brown-out timing value is set to  $80 \pm 10 \text{ Jrms}$  (210 mode).

Provide a jumper or switch that will enable and disable the Watchdog Latch function. Ensure that when the jumper is not present or the switch is in the OFF position the Watchdog Latch function is disabled. In this mode of operation, a Watchdog fault will be reset following a power loss, brownout, or power interruption. Ensure that when the jumper is present or the switch is in the ON position the Watchdog Latch function is enabled. In this mode of operation, a Watchdog fault will be retained until a Reset command is issued.

Provide a jumper that will reverse the active polarity for pin #EE (output relay common). Ensure that when the jumper is not present pin #EE (output relay common) will be considered 'Active' at a voltage greater than 70 Vrms and 'Not Active' at a voltage less than 50 Vrms (Caltrans mode). Ensure that when the jumper is present pin #EE (output relay common) will be considered 'Active' at a voltage less than 50 Vrms and 'Not Active' at a voltage greater than 70 Vrms (Failsafe mode).

In addition to the connectors required by CALTRANS' 2009 TEES, provide the conflict monitor with a red interface connector mounted on the front of the monitor. Ensure the connector is a 20 pin, right angle, center polarized, male connector with latching clip locks and polarizing keys. Ensure the right angle solder tails are designed for a 0.062" thick printed circuit board. Keying of the connector shall be between pins 3 and 5, and between 17 and 19. Ensure the connector has two rows of pins with the odd numbered pins on one row and the even pins on the other row. Ensure the connector pin row spacing is 0.10" and pitch is 0.10". Ensure the mating length of the connector pins is 0.24". Ensure the pins are finished with gold plating 30µ" thick.

Version 24.0 21 print date: 06/28/24



Ensure the red interface connector pins on the monitor have the following functions:

Pin #	Function	Pin #	Function
1	Channel 15 Red	2	Channel 16 Red
3	Channel 14 Red	4	Chassis Ground
5	Channel 13 Red	6	Special Function 2
7	Channel 12 Red	8	Special Function 1
9	Channel 10 Red	10	Channel 11 Red
11	Channel 9 Red	12	Channel 8 Red
13	Channel 7 Red	14	Channel 6 Red
15	Channel 5 Red	16	Channel 4 Red
17	Channel 3 Red	18	Channel 2 Red
19	Channel 1 Red	20	Red Enable

Ensure that removal of the P20 cable connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Provide Special Function 1 and Special Function 2 inputs to the unit which shall disable only Red Fail Monitoring when either input is sensed active. A Special Function input shall be sensed active when the input voltage exceeds 70 Vrms with a minimum duration of 550 ms. A Special Function input shall be sensed not active when the input voltage is less than 50 Vrms or the duration is less

Version 24.0 22 print date: 06/28/24

than 250 ms. A Special Function input is undefined by these specifications and may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms or the duration is between 250 ms and 550 ms.

Ensure the conflict monitor recognizes field signal inputs for each channel that meet the following requirements:

- consider a Red input greater than 70 Vrms and with a duration of at least 500 ms as an "on" condition;
- consider a Red input less than 50 Vrms or with a duration of less than 200 ms as an "off" condition (no valid signal);
- consider a Red input between 50 Vrms and 70 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications;
- consider a Green or Yellow input greater than 25 Vrms and with a duration of at least 500 ms as an "on" condition;
- consider a Green or Yellow input less than 15 Vrms or with a duration of less than 200 ms as an "off" condition; and
- consider a Green or Yellow input between 15 Vrms and 25 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications.

Provide a conflict monitor that recognizes the faults specified by CALTRANS' 2009 TEES and the following additional faults. Ensure the conflict monitor will trigger upon detection of a fault and will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input for the following failures:

- 1. **Red Monitoring or Absence of Any Indication (Red Failure):** A condition in which no "on" voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070 controller, ensure monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less than 700 ms when used with a 170 controller and 1200 ms when used with a 2070 controller, ensure conflict monitor will not trigger. Red fail monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. Have red monitoring occur when all of the following input conditions are in effect:
  - a) Red Enable input to monitor is active (Red Enable voltages are "on" at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 and 70 Vrms), and
  - b) Neither Special Function 1 nor Special Function 2 inputs are active.
  - c) Pin #EE (output relay common) is not active
- 2. Short/Missing Yellow Indication Fault (Clearance Error): Yellow indication following a green is missing or shorter than 2.7 seconds (with  $\pm$  0.1-second accuracy). If a channel fails to detect an "on" signal at the Yellow input for a minimum of 2.7 seconds ( $\pm$  0.1 second) following the detection of an "on" signal at a Green input for that channel, ensure that the monitor triggers and generates a clearance/short yellow error fault indication. Short/missing

Version 24.0 23 print date: 06/28/24

yellow (clearance) monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. This fault shall not occur when the channel is programmed for Yellow Inhibit, when the Red Enable signal is inactive or pin #EE (output relay common) is active.

- 3. **Dual Indications on the Same Channel:** In this condition, more than one indication (R,Y,G) is detected as "on" at the same time on the same channel. If dual indications are detected for a period greater than 500 ms, ensure that the conflict monitor triggers and displays the proper failure indication (Dual Ind fault). If this condition is detected for less than 200 ms, ensure that the monitor does not trigger. G-Y-R dual indication monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. G-Y dual indication monitoring shall be enabled for all channels by use of a switch located on the conflict monitor. This fault shall not occur when the Red Enable signal is inactive or pin #EE (output relay common) is active.
- 4. Configuration Settings Change: The configuration settings are comprised of (as a minimum) the permissive diode matrix, dual indication switches, yellow disable jumpers, any option switches, any option jumpers, and the Watchdog Enable switch. Ensure the conflict monitor compares the current configuration settings with the previous stored configuration settings on power-up, on reset, and periodically during operation. If any of the configuration settings are changed, ensure that the conflict monitor triggers and causes the program card indicator to flash. Ensure that configuration change faults are only reset by depressing and holding the front panel reset button for a minimum of three seconds. Ensure the external remote reset input does not reset configuration change faults.

Ensure the conflict monitor will trigger and the AC Power indicator will flash at a rate of  $2 \text{ Hz} \pm 20\%$  with a 50% duty cycle when the AC Line voltage falls below the "drop-out" level. Ensure the conflict monitor will resume normal operation when the AC Line voltage returns above the "restore" level. Ensure the AC Power indicator will remain illuminated when the AC voltage returns above the "restore" level. Should an AC Line power interruption occur while the monitor is in the fault mode, then upon restoration of AC Line power, the monitor will remain in the fault mode and the correct fault and channel indicators will be displayed.

Provide a flash interval of at least 6 seconds and at most 16 seconds in duration following a power-up, an AC Line interruption, or a brownout restore. Ensure the conflict monitor will suspend all fault monitoring functions, close the Output relay contacts, and flash the AC indicator at a rate of 4 Hz  $\pm$  20% with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the "restore" level. If the watchdog input has not made 5 transitions between the True and False state within  $10 \pm 0.5$  seconds, the monitor shall enter a WDT error fault condition.

Ensure the conflict monitor will monitor an intersection with a minimum of four approaches using the four-section Flashing Yellow Arrow (FYA) vehicle traffic signal as outlined by the NCHRP 3-54 research project for protected-permissive left turn signal displays. Ensure the conflict monitor will operate in the FYA mode and FYAc (Compact) mode as specified below to monitor each channel pair for the following fault conditions: Conflict, Flash Rate Detection, Red Fail, Dual Indication, and

Version 24.0 print date: 06/28/24

Clearance. Provide a switch to select between the FYA mode and FYAc mode. Provide a switch to select each FYA phase movement for monitoring.

#### FYA mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 9 Red	Channel 10 Red	Channel 11 Red	Channel 12 Red
Yellow Arrow	Channel 9 Yellow	Channel 10 Yellow	Channel 11 Yellow	Channel 12 Yellow
Flashing Yellow Arrow	Channel 9 Green	Channel 10 Green	Channel 11 Green	Channel 12 Green
Green Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green

#### FYAc mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 1 Red	Channel 3 Red	Channel 5 Red	Channel 7 Red
Yellow Arrow	Channel 1 Yellow	Channel 3 Yellow	Channel 5 Yellow	Channel 7 Yellow
Flashing Yellow Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green
Green Arrow	Channel 9 Green	Channel 9 Yellow	Channel 10 Green	Channel 10 Yellow

If a FYA channel pair is enabled for FYA operation, the conflict monitor will monitor the FYA logical channel pair for the additional following conditions:

- 1. **Conflict:** Channel conflicts are detected based on the permissive programming jumpers on the program card. This operation remains unchanged from normal operation except for the solid Yellow arrow (FYA clearance) signal.
- 2. Yellow Change Interval Conflict: During the Yellow change interval of the Permissive Turn channel (flashing Yellow arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active. These conflicting channels shall be determined by the program card compatibility programming of the Permissive Turn channel (flashing Yellow arrow). During the Yellow change interval of the Protected Turn channel (solid Green arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active as determined by the program card compatibility programming of the Protected Turn channel (solid Green arrow).

Version 24.0 25 print date: 06/28/24

- 3. Flash Rate Detection: The conflict monitor unit shall monitor for the absence of a valid flash rate for the Permissive turn channel (flashing Yellow arrow). If the Permissive turn channel (flashing Yellow arrow) is active for a period greater than 1600 milliseconds, ensure the conflict monitor triggers and puts the intersection into flash. If the Permissive turn channel (flashing Yellow arrow) is active for a period less than 1400 milliseconds, ensure the conflict monitor does not trigger. Ensure the conflict monitor will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input. Provide a jumper or switch that will enable and disable the Flash Rate Detection function. Ensure that when the jumper is not present or the switch is in the OFF position the Flash Rate Detection function is enabled. Ensure that when the jumper is present or the switch is in the ON position the Flash Rate Detection function is disabled.
- 4. **Red Monitoring or Absence of Any Indication (Red Failure):** The conflict monitor unit shall detect a red failure if there is an absence of voltage on all four of the inputs of a FYA channel pair (RA, YA, FYA, GA).
- 5. **Dual Indications on the Same Channel:** The conflict monitor unit shall detect a dual indication if two or more inputs of a FYA channel pair (RA, YA, FYA, GA) are "on" at the same time.
- 6. **Short/Missing Yellow Indication Fault (Clearance Error):** The conflict monitor unit shall monitor the solid Yellow arrow for a clearance fault when terminating both the Protected Turn channel (solid Green arrow) interval and the Permissive Turn channel (flashing Yellow arrow) interval.

Ensure that the conflict monitor will log at least nine of the most recent events detected by the monitor in non-volatile EEPROM memory (or equivalent). For each event, record at a minimum the time, date, type of event, status of each field signal indication with RMS voltage, and specific channels involved with the event. Ensure the conflict monitor will log the following events: monitor reset, configuration, previous fault, and AC line. Furnish the signal sequence log that shows all channel states (Greens, Yellows, and Reds) and the Red Enable State for a minimum of 2 seconds prior to the current fault trigger point. Ensure the display resolution of the inputs for the signal sequence log is not greater than 50 ms.

For conflict monitors used within an Ethernet communications system, provide a conflict monitor with an Ethernet 10/100 Mbps, RJ-45 port for data communication access to the monitor by a local notebook computer and remotely via a workstation or notebook computer device connected to the signal system local area network. The Ethernet port shall be electrically isolated from the conflict monitor's electronics and shall provide a minimum of 1500 Vrms isolation. Integrate monitor with Ethernet network in cabinet. Provide software to retrieve the time and date from a network server in order to synchronize the on-board times between the conflict monitor and the controller. Furnish and install the following Windows based, graphic user interface software on workstations and notebook computers where the signal system client software is installed: 1) software to view and retrieve all event log information, 2) software that will search and display a list of conflict monitor IP addresses and IDs on the network, and 3) software to change the conflict monitor's network parameters such as IP address and subnet mask.

For non-Ethernet connected monitors, provide a RS-232C/D compliant port (DB-9 female connector) on the front panel of the conflict monitor in order to provide communications from the conflict monitor to the 170/2070 controller or to a Department-furnished laptop computer. Electrically isolate the port interface electronics from all monitor electronics, excluding Chassis Ground. Ensure that the controller can receive all event log information through a controller

Version 24.0 26 print date: 06/28/24

Asynchronous Communications Interface Adapter (Type 170E) or Async Serial Comm Module (2070). Furnish and connect a serial cable from the conflict monitor's DB-9 connector to Comm Port 1 of the 2070 controller. Ensure conflict monitor communicates with the controller. Provide a Windows based graphic user interface software to communicate directly through the same monitor RS-232C/D compliant port to retrieve and view all event log information to a Department-furnished laptop computer. The RS-232C/D compliant port on the monitor shall allow the monitor to function as a DCE device with pin connections as follows:

Conflict Mo	Conflict Monitor RS-232C/D (DB-9 Female) Pinout			
Pin Number	Pin Number Function			
1	DCD	0		
2	TX Data	0		
3	RX Data	I		
4	DTR	I		
5	Ground	-		
6	DSR	О		
7	CTS	I		
8	RTS	0		
9	NC	-		

Version 24.0 27 print date: 06/28/24

MONITOD	<b>BOADD</b>	$\mathbf{FDCE}$	CONNECTOR

Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 2 Yellow
2	Channel 13 Green	В	Channel 6 Green
3	Channel 6 Yellow	C	Channel 15 Green
4	Channel 4 Green	D	Channel 4 Yellow
5	Channel 14 Green	E	Channel 8 Green
6	Channel 8 Yellow	F	Channel 16 Green
7	Channel 5 Green	Н	Channel 5 Yellow
8	Channel 13 Yellow	J	Channel 1 Green
9	Channel 1 Yellow	K	Channel 15 Yellow
10	Channel 7 Green	L	Channel 7 Yellow
11	Channel 14 Yellow	M	Channel 3 Green
12	Channel 3 Yellow	N	Channel 16 Yellow
13	Channel 9 Green	P	Channel 17 Yellow
14	Channel 17 Green	R	Channel 10 Green
15	Channel 11 Yellow	S	Channel 11 Green
16	Channel 9 Yellow	T	Channel 18 Yellow
17	Channel 18 Green	U	Channel 10 Yellow
18	Channel 12 Yellow	V	Channel 12 Green
19	Channel 17 Red	W	Channel 18 Red
20	Chassis Ground	X	Not Assigned
21	AC-	Y	DC Common
22	Watchdog Timer	Z	External Test Reset
23	+24VDC	AA	+24VDC
24	Tied to Pin 25	BB	Stop Time (Output)
25	Tied to Pin 24	CC	Not Assigned
26	Not Assigned	DD	Not Assigned
27	Relay Output, Side #3, N.O.	EE	Relay Output,Side #2,Common
28	Relay Output, Side #1, N.C.	FF	AC+

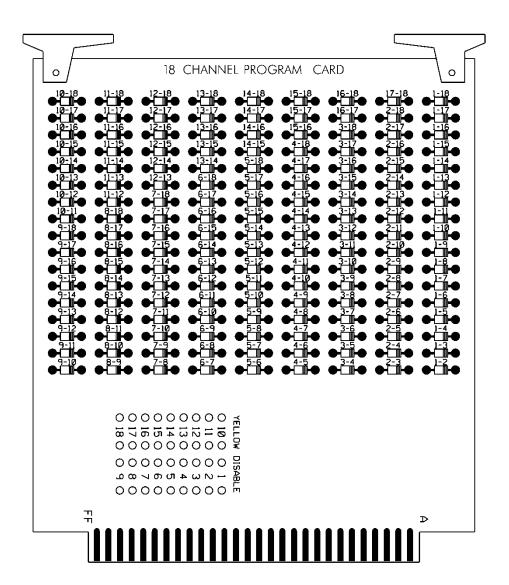
<sup>--</sup> Slotted for keying between Pins 17/U and 18/V

Version 24.0 28 print date: 06/28/24

	CONFLICT PROGRAM CARD PIN ASSIGNMENTS				
Pin #	Function (Back Side)	Pin#	Function (Component Side)		
1	Channel 2 Green	A	Channel 1 Green		
2	Channel 3 Green	В	Channel 2 Green		
3	Channel 4 Green	C	Channel 3 Green		
4	Channel 5 Green	D	Channel 4 Green		
5	Channel 6 Green	E	Channel 5 Green		
6	Channel 7 Green	F	Channel 6 Green		
7	Channel 8 Green	Н	Channel 7 Green		
8	Channel 9 Green	J	Channel 8 Green		
9	Channel 10 Green	K	Channel 9 Green		
10	Channel 11 Green	L	Channel 10 Green		
11	Channel 12 Green	M	Channel 11 Green		
12	Channel 13 Green	N	Channel 12 Green		
13	Channel 14 Green	P	Channel 13 Green		
14	Channel 15 Green	R	Channel 14 Green		
15	Channel 16 Green	S	Channel 15 Green		
16	N/C	T	PC AJAR		
17	Channel 1 Yellow	U	Channel 9 Yellow		
18	Channel 2 Yellow	V	Channel 10 Yellow		
19	Channel 3 Yellow	W	Channel 11 Yellow		
20	Channel 4 Yellow	X	Channel 12 Yellow		
21	Channel 5 Yellow	Y	Channel 13 Yellow		
22	Channel 6 Yellow	Z	Channel 14 Yellow		
23	Channel 7 Yellow	AA	Channel 15 Yellow		
24	Channel 8 Yellow	BB	Channel 16 Yellow		
25	Channel 17 Green	CC	Channel 17 Yellow		
26	Channel 18 Green	DD	Channel 18 Yellow		
27	Channel 16 Green	EE	PC AJAR (Program Card)		
28	Yellow Inhibit Common	FF	Channel 17 Green		

<sup>--</sup> Slotted for keying between Pins 24/BB and 25/CC

Version 24.0 29 print date: 06/28/24



#### E. Preemption and Sign Control Box

Provide preemption and sign control box to operate in a Model 332 and Model 336S cabinet. Provide hardware to mount the box to the cage of the cabinet to ensure the front side is facing the opposite side of the cabinet. Furnish the material of the box from a durable finished metallic or thermoplastic case. Ensure the size of the box is not greater than  $7(1) \times 5(w) \times 5(d)$  inches. Ensure that no modification is necessary to mount the box on the cabinet cage.

Provide the following components in the preemption and sign control box: relays, fuses, terminal blocks, MOVs, resistor, RC network, lamp, and push button switch.

Provide UL Listed or Recognized relay K1 as a DPDT enclosed relay (120 VAC, 60 Hz coil) with an 8-pin octal-style plug and associated octal base. Provide contact material made of AgCdO with a 10 amp, 240 VAC rating. Ensure the relay has a specified pickup voltage of 102 VAC.

Provide relay SSR1 as a Triac SPST normally open solid state relay that is rated for 120 VAC input and zero-crossing (resistive load) 25 amp @ 120 VAC output. Ensure the relay turns on at 90 Vrms within 10 ms and turns off at 10 Vrms within 40 ms. Ensure the relay has physical

Version 24.0 30 print date: 06/28/24

characteristics as shown in the wiring detail in Figure 1. Provide 4 terminal screws with saddle clamps.

Provide fuses F1 and F2 as a UL Listed ¼" x 1-1/4" glass tube rated at 250 volts with a 10kA interrupting rating. Ensure F1 non-delay (fast-acting) and F2 slow-blow (time-delay) fuses have a maximum opening times of 60 minutes and 120 seconds for currents of 135 and 200 percent of the ampere rating, respectively. Ensure F2 slow-blow (time-delay) fuses have a minimum opening times of 12 seconds at 200 percent of the ampere rating. Provide fuse holders that are UL Recognized panel-mounted holders rated 250V, 15 ampere minimum with bayonet-type knobs which accept ¼" x 1-1/4" glass tube fuses.

Provide terminal blocks that are rated for 300V and are made of electrical grade thermoplastic or thermosetting plastic. Ensure each terminal block is of closed back design and has recessed-screw terminals with molded barriers between terminals. Ensure each terminal block is labeled with a block designation. Ensure each terminal is labeled with the function and a number.

Provide 3/4-inch diameter radial lead UL-recognized metal oxide varistors (MOVs) that have electrical performance as outlined below.

PROPERTIES OF MOV SURGE PROTECTOR				
Maximum Continuous Applied Voltage at	150 VAC (RMS)			
185° F	200 VDC			
Maximum Peak 8x20µs Current at 185° F	6500 A			
Maximum Energy Rating at 185° F	80 J			
Voltage Range 1 mA DC Test at 77° F	212-268 V			
Max. Clamping Voltage 8x20µs, 100A at 77° F	395 V			
Typical Capacitance (1 MHz) at 77° F	1600 pF			

Provide resistor R1 as a 2K ohm, 12 watt, wirewound resistor with tinned terminals and attaching leads. Ensure the resistor is spaced apart from surrounding wires.

Provide a LED or incandescent lamp that has a voltage rating of 120 VAC with a minimum life rating at 50,000 hours.

Wire the preemption and sign control box as shown in Figure 1.

Version 24.0 31 print date: 06/28/24

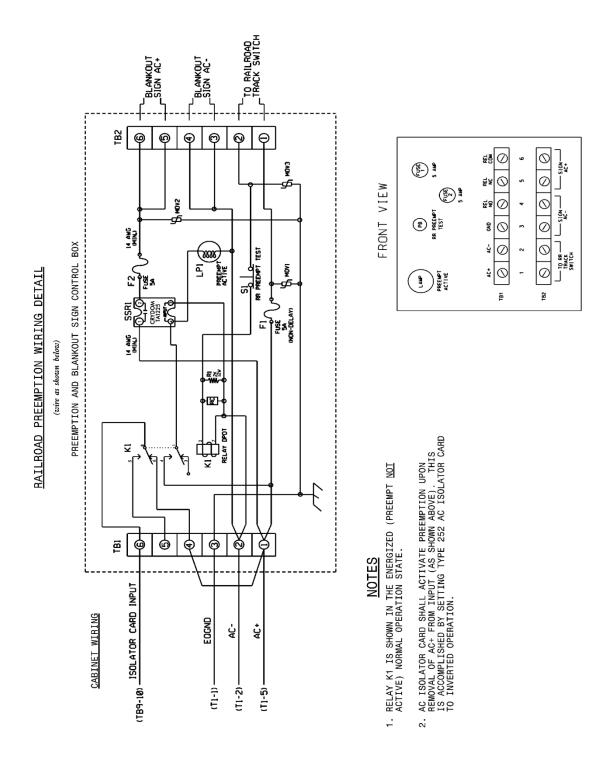


Figure 1

# 4. MICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE DETECTION ZONES 4.1. DESCRIPTION

Design, furnish and install a microwave vehicle detection system with the manufacturer recommended cables and hardware in accordance to the plans and specifications. Ensure the detection system provides multiple detection zones.

#### 4.2. MATERIALS

Provide design drawings showing design details and microwave sensor locations for review and acceptance before installation. Provide mounting height and location requirements for microwave sensor units on the design based on a site survey. Design microwave vehicle detection system with all necessary hardware. Indicate all necessary poles, spans, mast arms, luminaire arms, cables, microwave sensor mounting assemblies and hardware to achieve the required detection zones where Department owned poles are not adequate to locate the microwave sensor units. Do not design for the installation of poles in medians.

Obtain the Engineer's approval before furnishing microwave vehicle detection system. The contractor is responsible for the final design of microwave vehicle detection system. Review and acceptance of the designs by the Department does not relieve the contractor from the responsibility to provide fully functional systems and to ensure that the required detection zones can be provided. With the exception of contractor-furnished poles, mast arms, and luminaire arms, furnish material, equipment, and hardware under this section that is pre-approved on the ITS and Signals QPL. Submit and obtain Engineer's approval of shop drawings for any poles, mast arms, and luminaire arms provided by the contractor prior to ordering from manufacturer.

Provide a detector for either side-fire or forward-fire configuration. Ensure the detector will detect vehicles in sunny, cloudy, rainy, snowy, and foggy weather conditions. Ensure the detector can operate from the voltage supplied by a NEMA TS-1/TS-2 or Type 332 or 336 traffic signal cabinet. Ensure the detector can provide detection calls to the traffic signal controller within a NEMA TS-1/TS-2 or Type 332 or 336 cabinet. Ensure the detection system provides a constant call in the event of a component failure or loss of power. Ensure the detector has an operating temperature range of -30 to 165 degrees F and operates within the frequency range of 10 to 25 GHz. Ensure the detector is provided with a water-tight housing offering NEMA 4X protection and operates properly in up to 95% relative humidity, non-condensing.

Provide each detector unit to allow the placement of at least 8 detection zones with a minimum of 8 detection channel outputs. When the microwave vehicle detection system requires an integrated card rack interface(s), provide only enough interface cards to implement the vehicle detection shown on the signal plans. Provide a means acceptable to the Engineer to configure traffic lanes and detection zones. Provide each channel output with a programmable means to delay the output call upon activation of a detection zone that is adjustable in one second increments (maximum) over the range of 0 to 25 seconds. Provide each channel output with a programmable means to extend the output call that is adjustable in one second increments (maximum) over the range of 0 to 25 seconds. Ensure both delay and extend timing can be set for the same channel output.

For advance detection system, ensure the detector senses vehicles in motion at a range of 50 to 400 feet from the detector unit for forward-fire configuration and a range of 50 to 200 feet from the detector unit for side-fire configuration with an accuracy of 95% for both configurations. Ensure the advance detection system provides each channel output call of at least 100 ms in duration.

For stop bar presence detection system, ensure the detector outputs a constant call while a vehicle is in the detection zone and removes the call after all vehicles exit the detection zone.

Version 24.0 33 print date: 06/28/24

Ensure the presence detector unit can cover a detection zone as shown on the plans and has an effective range of 10 to 120 feet from the detector unit.

For units without an integrated card rack interface, provide Form C output relay contacts rated a minimum of 3A, 24VDC.

If a laptop is used to adjust detector settings, ensure that software is licensed for use by the Department and by any other agency responsible for maintaining or operating the microwave detection system. Provide the Department with a license to duplicate and distribute the software as necessary for design and maintenance support.

After initial detector configuration and installation, ensure routine adjustments or calibration are not needed to maintain acceptable performance.

### 4.3. CONSTRUCTION METHODS

Install the microwave vehicle detection system in accordance with the manufacturer's recommendations.

Monitor and maintain each detector unit during construction to ensure microwave vehicle detection system is functioning properly and aimed for the detection zone shown in the plans. Refer to Subarticle 1700-3 (D) Maintenance and Repair of Materials of the *Standard Specifications* for failure to maintain the microwave detection system.

#### 4.4. MEASUREMENT AND PAYMENT

Actual number of microwave vehicle detection systems – multiple zones furnished, installed, and accepted.

No measurement will be made of cables or hardware, as these will be considered incidental to furnishing and installing microwave vehicle detection systems.

Payment will be made under:

Microwave Vehicle Detection System – Multiple Zones ...... Each

#### 5. METAL POLE SUPPORTS

#### 5.1. METAL POLES

#### A. General:

Furnish and install metal poles, grounding systems, and all necessary hardware. Work covered under this special provision includes requirements for design, fabrication, and installation of standard and custom/site-specific designed metal pole supports and associated foundations.

Comply with applicable sections of the 2024 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES, hereinafter referred to as the Standard Specifications. Provide designs of completed assemblies with hardware equaling or exceeding AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals 1<sup>st</sup> Edition, 2015 (hereinafter called 1<sup>st</sup> Edition AASHTO), including the latest interim specifications. Provide assemblies with a round or near-round (18 sides or more) cross-section, or a multi-sided cross section with no less than six sides. The sides may be straight, convex, or concave.

For bid purposes, pole heights shown on plans are estimated from available data. Prior to furnishing metal poles, use field measurements and adjusted cross-sections to determine whether pole heights will meet required clearances. If pole heights do not meet required clearances, the Contractor should immediately notify the Engineer of the required revised pole heights.

Version 24.0 34 print date: 06/28/24

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

 $\underline{https://connect.ncdot.gov/resources/safety/pages/ITS-Design-Resources.aspx}$ 

Comply with article 1098-1(B) of the *Standard Specifications* for submittal requirements. Furnish shop drawings for approval. Provide copies of detailed shop drawings for each type of structure as summarized below. Ensure shop drawings include material specifications for each component. Ensure shop drawings identify welds by type and size on the <u>detail drawing only</u>, not in table format. **Do not release structures for fabrication until shop drawings have been approved by NCDOT**. Ensure shop drawings contain an itemized bill of materials for all structural components and associated connecting hardware.

Comply with article 1098-1(A) of the *Standard Specifications* for Qualified Products List (QPL) submittals. All shop drawings must include project location description, signal or asset inventory number(s) and project number or work order number.

Summary of information required for metal pole review submittal:

Item	Electronic Submittal	Comments / Special Instructions
Sealed, Approved Signal or ITS Plan/Loading Diagram	1 set	All structure design information needs to reflect the latest approved Signal or ITS plans
Custom Pole Shop Drawings	1 set	Submit drawings on 11" x 17" format media. Show NCDOT signal or asset inventory number(s), Contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing number</u> for each project.
Standard Strain Pole Shop Drawings (from the QPL)	1 set	Submit drawings on 11" x 17" format media. Show NCDOT signal inventory number(s), Contractor's name and relevant revision number in the title block. All drawings must have a unique drawing number for each project.
Structure Calculations	1 set	Not required for Standard QPL Poles
Standard Strain Pole Foundation Drawings	1 set	Submit drawings on 11" x 17" format media. Submit a completed Standard Foundation Selection form for each pole using foundation table on Metal Pole Drawing M8.
Custom Foundation Drawings	1 set	Submit drawings on 11" x 17" format media. Show NCDOT signal or asset inventory number(s), Contractor's name and relevant revision number in the title block. All drawings must have a unique drawing number for each project.  If QPL Poles are used, include the corresponding QPL pole shop drawings with this submittal.
Foundation Calculations	1 set	Submit copies of LPILE input, output, and pile tip deflection graph per Section titled

Version 24.0 35 print date: 06/28/24

		Drilled Pier Foundations for Metal Poles of this specification for each foundation.  Not required for Standard Strain Poles (from the QPL)
Soil Boring Logs and Report	1 set	Report shall include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

**NOTE** – All shop drawings and custom foundation design drawings must be sealed by a Professional Engineer licensed in the state of North Carolina. All geotechnical information must be sealed by either a Professional Engineer or Geologist licensed in the state of North Carolina. Include a title block and revision block on the shop drawings and foundation drawings showing the NCDOT signal or asset inventory number(s).

Shop drawings and foundation drawings may be submitted together or separately for approval. However, shop drawings must be approved before foundations can be reviewed. Foundation designs will be returned without review if the associated shop drawing has not been approved. Boring reports shall include the following: Engineer's summary, boring location maps, soil classification per AASHTO Classification System, hammer efficiency, and Metal Pole Standard Foundation Selection Form. Incomplete submittals will be returned without review. The Reviewer has the right to request additional analysis and copies of the calculations to expedite the approval process.

#### **B.** Materials:

Fabricate metal pole from coil or plate steel that meet the requirements of ASTM A 572 Gr 55 or ASTM A 595 Grade A tubes. For structural steel shapes, plates, and bars use, as a minimum, ASTM A572 Gr 50, AASHTO M270 Gr 50, ASTM A709 Gr 50, or an approved equivalent. Provide pole shafts of round or near round (18 sides or more) cross-section, or multi-sided tubular cross-section with no less than six sides, having a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single-ply plate or coil. For anchor base fabrication, conform to the applicable bolt pattern and orientation as shown on Metal Pole Standard Drawing Sheet M2.

Use the submerged arc process, or other NCDOT previously approved process suitable for shafts, to continuously weld pole shafts along their entire length. Finish the longitudinal seam weld flush with the outside contour of the base metal. Ensure shaft has no circumferential welds except at the lower end joining the shaft to the pole base. Use full penetration groove welds with backing ring for all tube-to-transverse-plate connections in accordance with 1<sup>st</sup> Edition AASHTO. Provide welding that conforms to Article 1072-18 of the *Standard Specifications*. No field welding on any part of the pole will be permitted unless approved by a qualified Engineer.

After fabrication, hot-dip galvanize steel poles and all assembly components in accordance with section 1076-3 of the *Standard Specifications*. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during the galvanization process. Galvanize hardware in accordance with section 1076-4 of the *Standard Specifications*. Ensure threaded material is brushed and retapped as necessary after galvanizing. Perform repair of damaged galvanizing in accordance with section 1076-7 of the Standard *Specifications*. *Ensure* all hardware is galvanized steel or stainless steel. The Contractor is responsible for ensuring the Designer/Fabricator specifies connecting hardware and/or materials that prevent a dissimilar metal corrosive reaction.

Ensure each anchor rod is 2-inch minimum diameter and 60-inch length. Provide 10-inch minimum thread projection at the top of the rod, and 8-inch minimum at the bottom of the rod. Use anchor rod assembly and drilled pier foundation materials complying with SP09\_R005, hereinafter referred to as *Foundations and Anchor Rod Assemblies for Metal Poles*.

Ensure anchor bolt hole diameters are ¼-inch larger than the anchor bolt diameters in the base plate.

Provide a circular anchor bolt lock plate securing the anchor bolts at the embedded end with two (2) washers and two (2) nuts. Provide a base plate template matching the bolt circle diameter of the anchor bolt lock plate. Construct plates and templates from ¼-inch minimum thick steel with a minimum width of 4 inches. Hot-dip galvanizing is not required for both plates.

Provide four (4) heavy hex nuts and four (4) flat washers for each anchor bolt. For nuts, use AASHTO M291 grade 2H, DH, or DH3 or equivalent material. For flat washers, use AASHTO M293 or equivalent material. Ensure anchor bolts have required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

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

Provide a removable pole cap with stainless steel attachment screws for the top of each pole. Ensure cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the pole with a sturdy stainless-steel chain that is long enough to permit cap to hang clear of the pole-top opening when cap is removed.

Where required by the plans, furnish couplings 42 inches above bottom of the pole base for mounting of pedestrian pushbuttons. Provide mounting points consisting of 1½-inch internally threaded half-couplings complying with the NEC, mounted within the poles. Ensure that couplings are essentially flush with the outside surfaces of the poles and are installed before any required hot-dip galvanizing. Provide a threaded plug in each mounting point. Ensure the surface of the plug is essentially flush with the outer end of the mounting point when installed and has a recessed slot that will accommodate a ½ "drive standard socket wrench.

Metal poles may be erected and fully loaded after concrete has attained a minimum allowable compressive strength of 3,000 psi.

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

When field drilling is necessary for wire or cable entrances into the pole, comply with the following requirements:

- Do not drill holes within 2 inches of any welds.
- Do not drill any holes larger than 3 inches in diameter without checking with the ITS & Signals Structure Engineers.
- Avoid drilling multiple holes along the same cross section of tube shafts.
- Install rubber grommets in all field drilled holes that wire, or cable will directly enter unless holes are drilled for installation of weather heads or couplings.
- Treat the inside of the drilled holes and repair all galvanized surfaces in accordance with Section 1076-7 of the latest edition of the *Standard Specification prior to installing grommets, caps, or plugs*.

Version 24.0 37 print date: 06/28/24

• Cap or plug any existing field drilled holes that are no longer used with rubber, aluminum, or stainless-steel hole plugs.

When street lighting is installed on metal signal structures, isolate the conductors feeding the luminaires inside the pole shaft using liquid tight flexible metal conduit (Type LFMC), liquid tight flexible nonmetallic conduit (Type LFNC), high density polyethylene conduit (Type HDPE), or approved equivalent. All conductors supplying power for luminaires must run through an external disconnect prior to entrance into the structure. In accordance with the National Electrical Code (NEC) Article 230.2(E), provide identification of the electrical source provider for the luminaire feeder circuit with contact information on a permanent label located in the pole hand hole near the feeder circuit raceway.

Install a ¼-inch thick plate for a concrete foundation tag to include the following information: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation. Install galvanized wire mesh to cover gap between the base plate and top of foundation for debris and pest control. Refer to standard drawing M7 for further details.

Immediately notify the Engineer of any structural deficiency that becomes apparent in any assembly, or member of any assembly, because of the design requirements imposed by these specifications, the plans, or the typical drawings.

# C. Design:

Unless otherwise specified, design all metal pole support structures using the following 1<sup>st</sup> Edition AASHTO specifications:

- Use 700-Year MRI and 10-Year MRI wind pressure maps developed from 3-second gust speeds, as provided in Section 3.8.
- Ensure metal pole support structures include natural wind gust loading and truck-induced gust loading for fatigue design, as provided in Sections 11.7.1.2 and 11.7.1.3, respectively. Designs need not consider periodic galloping forces.
- Assume 11.2 mph natural wind gust speed in North Carolina. For natural wind fatigue stress
  calculations, utilize a drag coefficient (C<sub>d</sub>) based on the yearly mean wind velocity of 11.2
  mph.
- When selecting Fatigue Importance Factors, utilize Fatigue Importance Category II, as provided for in Table 11.6-1, unless otherwise specified.
- Calculate all forces using applicable equations from Section 5. The Maximum allowable force ratio for all metal pole support designs is 0.9.
- Conform to Sections 10.4.2 and 11.8 for deflection requirements. For CCTV and MVD support structures, ensure maximum deflection at top of pole does not exceed 2.0 percent of pole height.
- Assume the combined minimum weight of a messenger cable bundle (including messenger cable, signal cable and detector lead-in cables) is 1.3 lbs/ft. Assume the combined minimum diameter of the cable bundle is 1.3 inches.
- All CCTV and MVD poles shall meet the compact section limits per section 5.7.2 along with Table 5.7.2-1. Minimum thickness of CCTV and MVD pole shafts shall be ¼-inch.
- All CCTV and MVD poles shall use full-penetration groove weld tube-to-transverse plate connection with backing ring. Refer to Metal Pole Standard Drawing Sheet M9 for details. Fillet-welded tube-to-transverse-plate connections are not permitted.

Version 24.0 38 print date: 06/28/24

Unless otherwise specified by special loading criteria, the following computed surface area for ice load on signal heads shall be used:

- 3-section, 12-inch, Surface area: 26.0 ft<sup>2</sup>
- 4-section, 12-inch, Surface area: 32.0 ft<sup>2</sup>
- 5-section, 12-inch, Surface area: 42.0 ft<sup>2</sup>

Design a base plate for each pole. The minimum base plate thickness for all poles is determined by the following criteria:

<u>Case 1</u> Circular or rectangular solid base plate with the upright pole welded to the top surface of base plate with full penetration butt weld, where no stiffeners are provided. A base plate with a small center hole, which is less than 1/3 of the upright diameter, and located concentrically with the upright pole, may be considered as a solid base plate.

The magnitude of bending moment in the base plate, induced by the anchoring force of each anchor bolt is  $M = (P \times D_1) / 2$ , where

M = bending moment at the critical section of the base plate induced by one (1) anchor bolt

P = anchoring force of each anchor bolt

 $D_1$  = horizontal distance between the anchor bolt center and the outer face of the upright, or the difference between the bolt circle radius and the outside radius of the upright

Locate the critical section at the face of the anchor bolt and perpendicular to the bolt circle radius. The overlapped part of two (2) adjacent critical sections is considered ineffective.

<u>Case 2</u> Circular or rectangular base plate with the upright pole socketed into and attached to the base plate with two (2) lines of fillet weld, and where no stiffeners are provided, or any base plate with a center hole that is larger in diameter than 1/3 of the upright diameter.

The magnitude of bending moment induced by the anchoring force of each anchor bolt is  $M = P \times D_2$ ,

where P = anchoring force of each anchor bolt

 $D_2$  = horizontal distance between the face of the upright and the face of the anchor bolt nut

Locate the critical section at the face of the anchor bolt top nut and perpendicular to the radius of the bolt circle. The overlapped part of two (2) adjacent critical sections is considered ineffective.

If the base plate thickness calculated for Case 2 is less than Case 1, use the thickness calculated for Case 1.

The following additional requirements apply concerning pole base plates.

- Ensure that whichever case governs as defined above, the anchor bolt diameter is set to match the base plate thickness. If the minimum diameter required for the anchor bolt exceeds the thickness required for the base plate, set the base plate thickness equal to the required bolt diameter.
- For all metal poles, use a full penetration groove weld with a backing ring to connect the pole upright component to the base. Refer to Metal Pole Standard Drawing Sheet M3 or M4.

Version 24.0 39 print date: 06/28/24

The Professional Engineer is wholly responsible for the design of all poles. Review and acceptance of these designs by the Department does not relieve the said Professional Engineer of his or her responsibility.

#### D. Mast Arm Poles:

Refer to Metal Pole Standard Drawing Sheets M2 through M5 for fabrication details.

Fabricate metal arm shaft from coil or plate steel that meet the requirements of ASTM A 595 Grade A tubes. Provide arm shafts of round or near round (18 sides or more) cross-section, or multisided tubular cross-section with no less than six sides, having a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single-ply plate or coil, eliminating circumferential weld splices.

Use the submerged arc process, or other NCDOT previously approved process suitable for arm shafts, to continuously weld arm shafts along their entire length. The longitudinal seam weld shall be finished flush to the outside contour of the base metal. Ensure arm shaft has no circumferential welds except at the lower end joining the shaft to the arm flange plate. Use full penetration groove welds with backing ring for all tube-to-transverse-plate connections in accordance with 1<sup>st</sup> Edition AASHTO. Provide welding that conforms to Article 1072-18 of the *Standard Specifications*, except no field welding on any part of the arm shaft will be permitted unless approved by a qualified Engineer.

After fabrication, hot-dip galvanize steel arm shafts and all assembly components per section 1076 of the *Standard Specifications*. Design arm shafts with weep holes large enough and properly located to drain molten zinc during the galvanization process. Provide hot-dip galvanizing on steel arm shafts that meets or exceeds ASTM Standard A-123, AASHTO M111, or an approved equivalent. Perform repair of damaged galvanizing that complies with the following *Standard Specifications* article:

Ensure metal arm shafts permit cables to be installed inside arm shafts. For holes in arm shafts used to accommodate cables, provide full-circumference grommets. Wire access holes for arm flange plates should be deburred, non-grommeted, and oversized to fit around 4-inch diameter grommeted wire access holes for shaft flange plates.

Provide a minimum of four (4) 1-1/2" diameter high strength bolts for connection between arm plate and pole plate. Increase number of bolts to a minimum of six (6) 1-1/2" diameter high strength bolts when arm lengths are greater than 50'-0" long.

Provide designs with a 6" x 12" hand hole with reinforcing frame for each pole.

Provide a terminal compartment with cover and screws in each pole encompassing the hand hole and containing a 12-terminal barrier type terminal block. Provide two (2) terminal screws with a removable shorting bar between them for each termination. Furnish terminal compartment covers attached to the pole by a sturdy chain or cable approved by the Engineer. Ensure chain or cable is long enough to permit cover to hang clear of the compartment opening when cover is removed and is strong enough to prevent vandalism. Ensure chain or cable will not interfere with service to cables in the pole base.

Have poles permanently stamped above the hand holes with the identification tag details as shown on Metal Pole Standard Drawing Sheets M2 and M4.

Provide a removable end cap with stainless steel attachment screws for the end of each mast arm. Ensure cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap

Version 24.0 40 print date: 06/28/24

attached to arm with a sturdy chain or cable approved by the Engineer. Ensure chain or cable is long enough to permit cap to hang clear of arm end opening when cap is removed.

Provide pole flange plates and associated gussets and fittings for attachment of required mast arms. As part of each mast arm attachment, provide a cable passage hole in pole to allow passage of cables from pole to arm. Provide a grommeted 4-inch diameter cable passage hole on the shaft side of the connection to allow passage of cables from pole to arm.

Furnish all arm plates and necessary attachment hardware, including bolts and brackets.

Provide two (2) extra bolts for each arm.

Provide arms with weatherproof connections for attaching to the pole shaft.

Provide hardware that is galvanized steel, stainless steel, or corrosive-resistant aluminum.

Install metal poles, hardware, and fittings as shown on the manufacturer's installation drawings. Ensure the installed pole, when fully loaded, is within 1 degree 40 minutes (1°40') of vertical. Install poles with the manufacturer's recommended "rake." Where required, use threaded leveling nuts to establish rake.

Install horizontal-type arms with a manufactured rise preventing arm from deflecting below arm attachment height.

Ensure maximum angular rotation of the top of mast arm pole does not exceed 1 degree 40 minutes (1°40'). Ensure allowable mast arm deflection does not exceed that allowed per 1<sup>st</sup> Edition AASHTO. For all load combination limit states specified under Section 3 of 1<sup>st</sup> Edition AASHTO, restrict tip of fully loaded arm from going below arm attachment point with the pole.

#### 5.2. DRILLED PIER FOUNDATIONS FOR METAL POLES

Analysis procedures and formulas shall be based on AASHTO 1<sup>st</sup> Edition, latest ACI-318 code and the *Drilled Shafts: Construction Procedures and Design Methods* FHWA-NHI-10-016 manual. Design methods based on engineering publications or research papers must have prior approval from NCDOT. The Department reserves the right to accept or reject any method used for the analysis.

Ensure deflection at top of foundation does not exceed 1 inch for worst-case (Service Limit State) lateral load.

Use LPILE Plus V6.0 or later for lateral analysis. Submit inputs, results and corresponding graphs with the design calculations.

Calculate skin friction using the  $\alpha$ -method for cohesive soils and the  $\beta$ -method for cohesion-less soils (**Broms method will not be accepted**). Detailed descriptions of the " $\alpha$ " and " $\beta$ " methods can be found in *FHWA-NHI-10-016*.

Omit first 2.5 feet for cohesive soils when calculating skin friction.

Assume a hammer efficiency of 0.70 unless value is provided.

All CCTV and MVD pole drilled shafts shall be a minimum of 4'-0" diameter. Refer to Standard Drawing Nos. M7 and M8.

Design custom foundations to carry maximum capacity of each metal pole. For standard case strain poles with custom design, use actual shear, axial and moment reactions from the Standard Strain Pole Foundation Selection Table shown on Standard Drawing No. M8.

When poor soil conditions are encountered, which could create an excessively large foundation design, consideration may be given to allow an exemption to the maximum capacity design. The Contractor must gain approval from the Engineer before reducing a foundation's capacity. On

Version 24.0 41 print date: 06/28/24

projects where poor soil is known to be present, the Contractor should have foundation designs approved before releasing poles for fabrication.

Have the Contractor notify the Engineer if the proposed foundation is to be installed on a slope other than 8H: 1V or flatter.

# A. Description:

Furnish and install foundations for NCDOT metal poles with all necessary hardware in accordance with the plans and specifications.

Metal Pole Standards have been developed and implemented by NCDOT for use at signalized intersections in North Carolina. If the plans call for a standard strain pole, then a standard foundation may be selected from the plans. However, the Contractor is not required to use a standard foundation. If the Contractor chooses to design a non-standard site-specific foundation for a standard strain pole or if the plans call for a non-standard site-specific pole, design the foundation to conform to the applicable provisions in the NCDOT Metal Pole Standard Drawings and Section B4 (Non-Standard Foundation Design) below. If non-standard site-specific foundations are designed for standard QPL approved strain poles, the foundation designer must use the design moment specified by load case on Metal Pole Standard Drawing Sheet M8. Failure to conform to this requirement will be grounds for rejection of the design.

If the Contractor chooses to design a non-standard foundation for a standard strain pole and the soil test results indicate a standard foundation is feasible for the site, the Contractor will be paid the cost of the standard foundation. Any additional cost associated with a non-standard site-specific foundation including additional materials, labor and equipment will be considered incidental to the cost of the standard foundation. All costs for the non-standard foundation design will be considered incidental to the cost of the standard foundation.

#### **B.** Soil Test and Foundation Determination:

#### 1. General:

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

### 2. Soil Test:

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

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

- A total of 100 blows have been applied in any two consecutive 6-inch intervals.
- A total of 50 blows have been applied with < 3-inch penetration.

Describe each pole location along the project corridor in a manner that is easily discernible to both the Contractor's Designer and NCDOT Reviewers. If the pole is at an intersection, label the boring the "Intersection of (*Route or SR #*), (*Street Name*),

On the Gircula of the North American Street Name of the Name

County, Signal or Asset Inventory No. \_\_\_\_\_.". Label borings with "B- <u>N, S, E, W, NE, NW, SE or SW</u>" corresponding to the quadrant location within the intersection.

If the pole location is located between intersections, provide a coordinate location and offset, or milepost number and offset. Pole numbers should be made available to the Drill Contractor. Include pole numbers in the boring label if they are available. If they are not available, ensure the boring

Version 24.0 42 print date: 06/28/24

labels can be cross-referenced to corresponding pole numbers. For each boring, submit a legible (hand-written or typed) boring log signed and sealed by a licensed Geologist or Professional Engineer registered in North Carolina. Include on each boring the SPT blow counts and N-values at each depth, depth of the boring, hammer efficiency, depth of water table and a general description of the soil types encountered using the AASHTO Classification System.

Borings that cannot be easily correlated to their specific pole location will be returned to the Contractor for clarification; or if approved by the Engineer, the foundation may be designed using the worst-case soil condition obtained as part of this project.

#### 3. Standard Foundation Determination:

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

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

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

$$Z = N_{@1'} + N_{@2.5'} + \dots + N_{@Deeepest\ Boring\ Depth}$$

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

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

$$N_{AVG}-(N_{STD\ DEV}\times 0.45)$$
 
$$OR$$
 
$$Average\ of\ First\ Four\ (4)N\ values=\frac{N_{@1'}+N_{@2.5'}+N_{@5'}+N_{@7.5'}}{4}$$

Note: If less than four (4) N-values are obtained because of criteria listed in Section 2 above, use average of N-values collected for second condition. Do not include the N-value at the deepest boring depth for above calculations if the boring is discontinued at or before the required boring depth because of criteria listed in Section 2 above. Use N-value of zero (0) for weight of hammer or weight of rod. If N-value is greater than fifty (50), reduce N-value to fifty (50) for calculations.

If standard NCDOT strain poles are shown on the plans and the Contractor chooses to use standard foundations, determine a drilled pier length, "L," for each signal pole from the Standard Strain Pole Foundations Chart (sheet M8) based on the Design N-value and the predominant soil type. For each standard pole location, submit a completed "Metal Pole Standard Foundation Selection Form" signed by the Contractor's representative. Signature on form is for verification purposes only. Include the Design N-value calculation and resulting drilled pier length, "L," on each form.

Version 24.0 43 print date: 06/28/24

If non-standard site-specific poles are shown on the plans, submit completed boring logs collected in accordance with Section 2 (Soil Test) along with pole loading diagrams from the plans to the Contractor-selected pole Fabricator to assist in the pole and foundation design.

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

- The Design N-value is less than four (4).
- The drilled pier length, "L", determined from the Standard Foundations Chart, is greater than the depth of the corresponding boring.

In the case where a standard foundation cannot be used, the Department will be responsible for the additional cost of the non-standard foundation.

Foundation designs are based on level ground around the traffic signal pole. If the slope around the edge of the drilled pier is steeper than 8:1 (H:V) or the proposed foundation will be less than 10 feet from the top of an embankment slope, the Contractor is responsible for providing slope information to the foundation Designer and to the Engineer so it can be considered in the design.

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

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

If assistance is needed, contact the Engineer.

# 4. Non-Standard Foundation Design:

Design non-standard foundations based upon site-specific soil test information collected in accordance with Section 2 (Soil Test). Design drilled piers for side resistance in accordance with Section 10.8 of the 2014 AASHTO LRFD Bridge Design Specifications, 7<sup>th</sup> Edition. Use computer software LPILE version-6.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use computer software gINT V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide a drilled pier foundation for each pole with a length and diameter resulting in horizontal lateral movement less than 1 inch at top of the pier, and horizontal rotational movement less than 1 inch at the edge of pier. Contact the Engineer for pole loading diagrams of standard poles used for non-standard foundation designs. Submit non-standard foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction.

# C. Drilled Pier Construction:

Construct drilled pier foundation and Install anchor rod assemblies in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* Standard Special Provision SP09-R005 located at:

 $\underline{https://connect.ncdot.gov/resources/Specifications/Pages/2024-Specifications-and-Special-Provisions.aspx}$ 

## 5.3. POLE NUMBERING SYSTEM

#### A. New Poles

Attach an identification tag to each pole shaft section as shown on Metal Pole Standard Sheet M2 "Typical Fabrication Details for All Metal Poles."

Version 24.0 44 print date: 06/28/24

#### **B.** Reused Poles

Do not remove the original identification tag(s) from the pole shaft sections. Add a new identification tag based on the new location for any reused poles.

#### 5.4. MEASUREMENT AND PAYMENT

Actual number of metal poles with single mast arms furnished, installed, and accepted.

Actual number of metal poles with dual mast arms furnished, installed, and accepted.

Actual number of designs for mast arms with metal poles furnished and accepted.

Actual number of soil tests with SPT borings drilled furnished and accepted.

Actual volume of concrete poured in cubic yards of drilled pier foundation furnished, installed and accepted.

No measurement will be made for foundation designs prepared with metal pole designs, as these will be considered incidental to designing Traffic Signal, CCTV or MVD support structures.

# Payment will be made under:

Metal Pole with Single Mast Arm	Each
Metal Pole with Dual Mast Arm	
Mast Arm with Metal Pole Design	
Soil Test	
Drilled Pier Foundation	

## 6. PROTECTIVE COATING FOR METAL POLES

#### 6.1. General

This special provision is intended for use as an additional treatment to metal traffic signal structures installed in areas where maintaining an aesthetic appearance is important and specified in the project documents. The provision contains all of the requirements necessary to accomplish this additional treatment to galvanized steel traffic signal structures fabricated by a steel manufacturer using their local powder coating/paint facility and includes the material and shop certification requirements. The provision also contains pay items for protective coating treatment to aluminum signal and pedestrian pedestals that are Standard Specification items (See Section 1743 and associated Standard Drawings). These aluminum pedestals are on the Qualified Product List (QPL), and as such would not likely be powder coated at the same facility and thus not bound by the material certification requirements in this provision. In this case, the pedestal supplier should comply with Type 6 – Supplier's Certification as defined in Section 106-3 of the Standard Specification.

#### 6.2.Description

Protective coating for metal poles is a supplemental durable color coating that is applied to galvanized steel and aluminum traffic signal structures. Powder Coating is the preferred supplemental protective coating process for coating galvanized steel and aluminum structures. However, for the purposes of this special provision, an Acrylic Primer and topcoat paint system is included as an acceptable alternative when protective color coating is required.

Provide protective coating over galvanization for all steel poles including all necessary hardware in accordance with the plans and specifications.

#### 6.3. Materials

With the exception of aluminum components, furnish all metal poles with galvanic protection along with a tough and durable application of protective coating. Aluminum components shall have a durable powder coating application. Galvanization is not required for aluminum components.

Furnish pole caps that have a low gloss powder finish applied over a hot-dipped galvanized surface. Comply with the applicable provisions of Section 442-10 and 442-13 of the 2024 Standard Specifications.

Ensure the selected color for protective coating has been verified and approved by the Engineer prior to fabrication.

# **6.4.** Facility Approval

The Department maintains an approved producer/supplier listing for various facility types associated with this work, which include powder applicator (PA), structural steel galvanizer (SSG), and structural steel shop coating facilities (SCF). A complete list of approved facilities can be found at the following weblink: <a href="https://apps.ncdot.gov/vendor/ApprovedProducts/Producer.aspx">https://apps.ncdot.gov/vendor/ApprovedProducts/Producer.aspx</a> Approve the coating shop facility prior to the application of any coating process. Submit all new facility requests, procedures, and documents electronically to:

Materials and Test 1801 Blue Ridge Road Raleigh, NC 27607

Attn: Manufactured Products Engineer

#### Powder Coating Shop Approval

- A) Submit a quality control procedure that the company has established to ensure a quality and durable coating. The quality control procedure shall contain at a minimum the following:
  - Qualified / Certified personnel to manage the QC Program and to conduct Quality Control tests
  - Qualified / certified coaters
  - Source and type of powder
  - How the powder will be stored
  - Powder application facility (heated or unheated)
  - Surface pre-treatment
  - Surface preparation including profile
  - Application methods
  - Curing conditions (conventional or infrared)
  - Curing Temperature
  - Adhesion & Holiday Detection
  - Repair Procedure

Version 24.0 46 print date: 06/28/24

- Storage and protection of coated items
- Shipping and handling (packing, protection, and wrapping)
- B) Submit a powder certification from the manufacturer
- C) Submit the following to the Chemical Testing Engineer a minimum of four weeks prior to coating application.
  - 1. Two test panels of ASTM A36 steel, ¼ or greater in thickness measuring 8 inches by 11 inches using the proposed color of the final coat; a powder coated over galvanized test panel and a powder coated over un-galvanized test panel.
  - 2. In addition, provide two (2) samples of the same or comparable material and thickness as production pieces. Ensure production piece replicas do not exceed twelve inches (12") in length and width nor 50 pounds in weight.
  - 3. Submit all test panels with inspection reports and records according to *Standard Specifications*, Section 442, Section 1072, Section 1076, and Section 1080.
  - 4. Acceptance of the panels is determined by meeting the requirements of ASTM D-4541 of 800 psi for both galvanized and un-galvanized and production piece test panels.
  - 5. Send all panels to:

Materials and Tests Unit 1801 Blue Ridge Road Raleigh, NC 27607 Attn: Chemical Lab

# 6.5. POWDER COATING

## A. Galvanizing

Galvanize steel products in accordance with Section 1076 of the Standard Specifications. Ensure the fabricator or designated representative(s) that is supplying the components to be galvanized communicates with the galvanizer to indicate that the galvanized pieces will be powder coated to avoid water or chromate quenching.

#### **B.** Surface Preparation

Comply with manufacturer's recommended surface coating specifications, Steel Structure Painting Council (SSPC) specifications and applicable articles of Section 442 (Painting Steel Structures) of the Standard Specifications. Ensure that surface preparations and treatments are performed and meet the requirements of the above referenced specifications.

Some pole components, specifically steel plates ¾ inches or more in thickness, may need blast cleaning prior to structure assembly to remove impurities and non-metallic foreign materials. Mechanically remove all weld flux after structure is assembled

Degrease and prepare steel structure for zinc coating after assembly using full immersion baths and pickling processes in heat controlled caustic and acid solutions. Rinse and clean structure to remove caustic or acid solutions by immersion in a circulating fresh water bath. Immerse structure in a heat controlled concentrated zinc ammonium chloride flux solution and air dry as a final prep before hot-dip galvanization.

Ensure that the surface preparation is no less than specified by the powder manufacturer's recommendations. Prepare all components to be coated in accordance with SSPC SP-2 (Hand Tool

Cleaning) and/or SSPC SP-3 (Power Tool Cleaning). Remove all drainage spikes, high spots, protrusions or other surface defects using hand or power tools. Do not remove the galvanization below the limits set forth in AASHTO M111.

Remove grease, oils, moisture, scale, rust or any other foreign matter prior to powder coating to ensure ideal adhesion and coating performance. Prepare and coat the galvanized surface as soon as possible after the galvanization process.

# C. Powder Coating Application and Curing

Prepare galvanized finish for powder coating by brush blasting in accordance with SSPC-SP7. Ensure all threaded components of the structure are protected from damage during blasting process.

Use thermosetting powder resin that meets 5A or 5B classifications of ASTM D3359. Apply powder coating electrostatically. Follow manufacturer's recommended preheating requirements. Ensure the topcoat finish is applied uniformly to all surfaces with a dry film thickness of between 3.0 to 5.0 mils. Cure the topcoat by heating the structure to manufacturer recommended temperatures at the duration required to ensure complete and uniform bond.

# **D.** Quality Control

Ensure the applicator provides all test reports and documentation and inspects all coated material as outlined in the Standard Specifications, Section 442, Section 1072, Section 1076, and Section 1080. Ensure the quality control inspection is kept separate from the production functions.

## E. Storage, Shipping, and Handling

Store all powder coated material inside or as directed by the Engineer.

Protect the product from incurring damage during all shipping, handling, and storing activities. Do not store the product directly on the ground or in areas where water may pool; the Engineer determines the effectiveness of all storage, shipping and handling methods.

## F. Repair of Powder Coated Material

Repair all damage to the coating by the original method of application as outlined in the coating facility's repair procedure. Ensure all repair areas meet the original requirements for adhesion as stated in this Project Special Provision.

Photograph, document, and report all damages upon delivery to the project site prior to unloading. Provide documented damage notifications to the Engineer or to their authorized representative so the application firm can be notified. The Engineer has the authority to accept or reject the material as outlined in the Standard Specifications.

Submit to the Engineer a repair procedure for damaged coatings which occur during storage, transporting, handling and or installation. Utilize a liquid paint approved by the Department, compatible with the powder applied product. Ensure all repair areas demonstrate an adhesion rating of 400 psi in accordance with ASTM D-4541. Obtain Engineer's acceptance of the final finish.

## 6.6.ACRYLIC PRIMER AND TOPCOAT PAINT SYSTEM

#### A. Description

Follow NCDOT procedures for Powder Coating over Galvanizing. Provide an Acrylic Primer and topcoat when a substitute for powder coating is necessary.

Provide supplemental coating for all mast arms with metal signal poles and all necessary hardware for the signalized intersection in accordance with the Structural Steel Shop Coatings

Version 24.0 48 print date: 06/28/24

Program, NCDOT Standard specifications – sections 442 and 1080, as contained herein, and as shown on the plans. The Structural Steel Shop Coatings Program can be found at the following link: <a href="https://connect.ncdot.gov/resources/Materials/MaterialsResources/Structural%20Steel%20Shop%20">https://connect.ncdot.gov/resources/Materials/MaterialsResources/Structural%20Steel%20Shop%20</a> Coatings%20Program.pdf

Ensure all painting work for new structures, except field touch-up and bolt painting is performed in the shop.

# **Coatings Shop Approval**

Use only NCDOT approved shop coating facilities meeting the requirements outlined in the current edition of the Structural Steel Shop Coatings Program. This program is available on the Materials and Tests website. Structural Steel Shop Coatings Program.pdf (ncdot.gov)

Provide shop certification in accordance with the Structural Steel Shop Coatings Program (Shop facilities that are currently certified and in good standing with the American Institute Steel Construction (AISC) / Sophisticated Paint Endorsement (SPE) and/or the Society of Protective Coatings (SSPC) Qualification Procedure Three (QP-3).

## **B.** Surface Preparation

Ensure all surface preparation is not less than that specified by the paint manufacturer's recommendations.

Clean galvanized surfaces to be painted with a 2,500-psi pressure washer. Allow surfaces to dry completely before beginning surface preparation.

Ensure all components to be coated are prepared in accordance with SSPC SP2 (Hand Tool Cleaning and or SSPC SP-3 (Power Tool Cleaning). Smooth high spots and rough edges, such as metal drip lines, of galvanized surfaces in accordance with ASTM D6386. Do not remove the galvanization below the limits set forth in AASHTO M111.

Perform abrasive sweep blasting in accordance with ASTM D6386. Refer to this section for a description of the abrasive blast material to be used. Use a material and technique capable of stripping action to remove corrosion products and to provide a rough surface profile while leaving base zinc layers intact.

Blow down all blasted surfaces with clean compressed air to provide a clean, dry surface. Ensure all surfaces are free of visible zinc oxides or zinc hydroxides.

# C. Materials

Use an approved/qualified waterborne paint meeting the requirements of NCDOT Standard specification section 1080. Do not apply paint until each batch has been tested by the Department. Provide color as specified in the contract documents.

Ensure all paint used on this contract is produced by the same manufacturer.

## **D.** Painting

Apply paint in accordance with the requirements of the Structural Steel Shop Coatings Program, Section 442 and Section 1080 of the *Standard Specifications* as modified herein.

System for Paint over Galvanize Acrylic Primer and Topcoats

Version 24.0 49 print date: 06/28/24

Coat	Material	Mils Dry/Wet Film	Mils Dry/Wet Film
		Thickness	Thickness
		Minimum	Maximum
Primer	1080-9 White	3.0 DFT	5.0 DFT
Stripe	1080-9 *	4.0 WFT	7.0 WFT
Topcoat	1080-9 *	2.0 DFT	4.0 DFT
Total		5.0 DFT	9.0 DFT

<sup>\*</sup>Ensure the selected color for protective coating has been verified and approved by the Engineer prior to fabrication.

The time between blast and coating application shall be in accordance with ASTM D6386 time requirements. In no case shall the prepared surface extend beyond 8 hours.

Mask off and do not paint all data plates and faying surfaces prior to application.

Spray apply all coatings except for the stripe coat. Brush apply the stripe coat to all plate edges, welds, bolt holes and bolts prior to applying the finish coat.

## E. Curing

Follow manufacturer recommendations.

# F. Inspection

Quality Control shall conduct the required quality control tests as outlined in the Structural Steel Shop Coatings Program and report the minimum information required by the appropriate ASTM test methods. At a minimum, quality control forms shall be on company letterhead with logo that provides a daily inspection report form equivalent to the information required on the M&T-611 Form. The M&T-611 Form can be found in the Structural Steel Shop Coatings Program. Dry Film Thickness (DFT) measurements shall be obtained on all coating layers, including the galvanized layer and shall incorporate the use of a Type 2 gauge as defined in SSPC PA-2.

Ensure all material is of a uniform appearance free of runs, drips, and sags.

# G. Handling

Do not handle, ship, or erect coated members until paint is thoroughly dry.

Protect all shipping and handling either from the coating facility to project site and or storage site to area(s) to construction location from incurring damage to product. Wood blocks and nylon slings are recommended for securing, loading, hoisting or storing members.

# H. Repair of Damaged Coating

Repair damage occurring to the galvanized portion of the coating during shipment or installation in accordance with Articles 1076-7 and 1080-7 of the *Standard Specifications*. Repair damage occurring to the painted portion of the coating during shipment or installation by applying 4.0-7.0 wet mils of topcoat with a brush or roller and feather or taper this to be level with the surrounding areas.

#### 6.7. MEASUREMENT AND PAYMENT

Actual number of single mast arm poles with protective coating applied furnished, installed, and accepted.

Actual number of dual mast arm poles with protective coating applied furnished, installed, and accepted.

Actual number of signal TYPE I pedestals with protective coating applied furnished, installed, and accepted.

Actual number of signal TYPE II pedestals with protective coating applied furnished, installed, and accepted.

# Payment will be made under:

Protective Coating for Single Mast Arm Pole (Hunter Green)	Each
Protective Coating for Dual Mast Arm Pole (Hunter Green)	
Protective Coating for TYPE I Pushbutton Post (Hunter Green)	
Protective Coating for TYPE II Signal Pedestal (Hunter Green)	Each

# 7. TEMPORARY RECTANGULAR RAPID FLASHING BEACON SOLAR POWERED DISPLAY AND CONTROLLER ASSEMBLY

#### 7.1. DESCRIPTION

Provide **temporary** rectangular rapid flashing beacon (RRFB) that is solar powered and pedestrian activated. Ensure the RRFB consists of two rapidly flashing rectangular-shaped yellow indications, solar panel, battery, controller assembly and all necessary hardware. Ensure multiple RRFB units at a given crosswalk are synchronized.

Ensure the RRFB meets the physical display and operational requirements in the interim approval for RRFB by the Federal Highway Administration; see requirements at <a href="https://mutcd.fhwa.dot.gov/resources/interim">https://mutcd.fhwa.dot.gov/resources/interim</a> approval/ia21/ia21.pdf.

Ensure the RRFB meets the full requirements as noted in the subsequent Official Interpretations issued by the Federal Highway Administration.

## 7.2. MATERIALS

Comply with Section 1094 of the 2024 Standard Specifications for Roads and Structures for ground mounted sign supports. Unless otherwise shown on the plans, Three Pound Steel U-Channel Posts shall be used for mounting the rectangular rapid flashing beacon assembly.

Provide two rapid flashing yellow indications that are aligned horizontally in a single housing with a space between both indications of a minimum of 7" from inside edge of one indication to inside edge of the other indication. Ensure each indication is rectangular-shaped and has minimum dimensions of 5" wide by 2" high. Provide a Light Emitting Diode (LED) array for each indication. Provide Independent Laboratory Certification and test results for each indication facing motorists as evidence that the light intensity meets the Class 1 requirements for of the Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated November 2008. Provide an aluminum housing that can be attached to a 4.5" OD pedestal pole. Powder coat the housing with an electrostatically applied, fused-polyester paint in highway yellow (Federal Standard 595C, Color

Version 24.0 51 print date: 06/28/24

Chip Number 13538) a minimum of 2.5 to 3.5 mils thick. Ensure the housing does not project beyond the outside edges of a W11-2 or S1-1 sign. Ensure the two indications are installed into the housing assembly to face in the direction of the approaching vehicular traffic. When specified, provide two additional identical indications for the motorists in a similar constructed housing that can be attached on the opposite side of the pole.

Provide the two yellow indications facing motorists to flash in a rapidly alternating "wig-wag" flashing sequence (left light on, then right light on). Ensure 70 to 80 periods of flashing per minute with the left indication emitting two slow pulses of light and the right indication emitting four rapid pulses of light followed by a long pulse of light. Ensure the indications have approximately equal periods of rapid pulsing light emissions and dark operation. Ensure flash rates are not at frequencies between 5 and 30 flashes per second to avoid flash-induced seizures. Provide a flashing yellow LED indication on the end of the housing to provide notification of activation and operation of the device to pedestrians in the crosswalk.

During operation, ensure the RRFB remains dark until a pedestrian actuation occurs and then returns back dark at a programmed time after the pedestrian activation. Provide wireless communication equipment to ensure all RRFBs associated at a given crosswalk simultaneously start operation of their alternating rapid flashing indications when activated and cease operation simultaneously. Provide a means to prevent interference with other systems utilizing similar communications equipment.

Provide a 12VDC sealed gel, sealed lead acid, or absorption glass mat battery with sufficient capacity for 5 days of 3 hours of continuous operation with no additional charge from solar panel. Ensure the battery is located in a moisture and corrosion resistant enclosure. Provide a solar panel with a minimum array-to-load ratio of 1.2 and charging circuitry for the battery. Provide a solar sizing report that shows the system loss of load probability is 0% for the entire year for Raleigh, North Carolina. Provide mounting hardware to allow solar panel to be tilted at least 45 degrees from horizontal and panned 360 degrees.

Provide stainless steel fasteners for all items exposed to the weather. For fasteners protected from the weather, provide fasteners fabricated from stainless steel or other corrosion-resistant materials.

Ensure assemblies provide protection from environmental conditions and accidental contact equivalent to a NEMA 3R-rated enclosure. Ensure all components operate properly within the following limits unless otherwise noted:

- Humidity: 5% to 95%, non-condensing
- Ambient Temperature: -30.0°F to +165°F
- Shock NEMA TS2-2003, Section 2.1.10
- Vibration NEMA TS2-2003, Section 2.1.9

#### 7.3. CONSTRUCTION METHODS

For each approach to the RRFB location, use two RRFB assemblies, installed at the crosswalk, one on the right-hand side of the roadway and one on the left-hand side of the roadway. On a divided highway, install the left-hand side assembly in the median, if practical, rather than on the far-left side of the highway. Each RRFB assembly shall consist of a W11-2 (Pedestrian) or S1-1 (School) crossing warning sign, a RRFB, and W16-7p (downward diagonal arrow) plaque. Install the RRFB on the same support as the associated W11-2 (Pedestrian) or S1-1 (School) crossing

Version 24.0 52 print date: 06/28/24

warning sign and plaque. Do not install an RRFB independent of the crossing signs for the approach the RRFB faces.

Ensure that the outside edges of the RRFB indications, including any housings, do not project beyond the outside edges of the W11-2 or S1-1 sign. Locate the RRFB between the bottom of the crossing warning sign and the top of the supplemental W16-7p plaque, rather than 12 inches above or below the sign assembly.

If using pushbuttons to activate the RRFBs (versus passive detection), install the pushbutton assembly below the RRFB and W16-7p plaque. Mount the pushbutton at a minimum height of 3.5 feet but no higher than 4.0 feet above the adjacent pedestrian travel way. With pushbutton activation, mount a pedestrian instructional sign with legend "PUSH BUTTON TO TURN ON WARNING LIGHTS" adjacent to or integral with each pedestrian pushbutton.

Obtain flashing duration to be programmed into the RRFB from the Engineer.

Upon completion of project, remove temporary RRFB assembly and all associated appurtenances.

#### 7.4. MEASUREMENT AND PAYMENT

Actual number of **temporary** rectangular rapid flashing beacon assemblies furnished, installed, and accepted.

No measurement will be made of rapidly flashing rectangular-shaped yellow indications, solar panels, batteries, push buttons, controller assembly, mounting posts, **ADA-compliant curb cuts**, **high visibility crosswalk, restoration of sidewalk, removal of temporary RRFB and associated signs**, and all necessary hardware as these items will be considered incidental to furnishing and installing the temporary rectangular rapid flashing beacon assemblies. **Refer to Subarticle 1700-3** (N) **Temporary Traffic Signal Installations of the** *Standard Specifications* **for removal of the temporary RRFB installation and all associated signage, markings, and curb cuts**.

Payment will be made under:

Version 24.0 53 print date: 06/28/24

# ITEMIZED PROPOSAL FOR CONTRACT NO. C204937

County: HENDERSON

0100000-N  0400000-N  3000000-N  0000000-E  7000000-E	800 801 226 226 226	ROADWAY ITEMS  MOBILIZATION  CONSTRUCTION SURVEYING  GRADING  SUPPLEMENTARY CLEARING & GRUBBING  UNDERCUT EXCAVATION	Lump Sum  Lump Sum  Lump Sum  1  ACR  1,850  CY	L.S.  L.S.	
0400000-N 3000000-N 0000000-E 7000000-E	226 226 226	CONSTRUCTION SURVEYING  GRADING  SUPPLEMENTARY CLEARING & GRUBBING	Lump Sum  Lump Sum  1  ACR	L.S.	
3000000-N  0000000-E  7000000-E  4000000-E	226 226 226	GRADING  SUPPLEMENTARY CLEARING & GRUBBING	Lump Sum  1 ACR  1,850		
0000000-Е 7000000-Е 4000000-Е	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR 1,850	L.S.	
7000000-E 4000000-E	226	GRUBBING	ACR  1,850		
4000000-E		UNDERCUT EXCAVATION			
	240				
1000000 5		DRAINAGE DITCH EXCAVATION	90 CY		
1000000-E	240	BERM DITCH CONSTRUCTION	180 LF		
5000000-E	265	SELECT GRANULAR MATERIAL	1,600 CY		
6000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	1,700 SY		
9000000-E	SP	TEMPORARY SHORING	720 SF		
5000000-E	SP	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	50 TON		
8000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	970 TON		
1000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	3,040 SY		
5100000-E	305	12" DRAINAGE PIPE	8 LF		
5200000-E	305	15" DRAINAGE PIPE	308 LF		
5300000-E	305	18" DRAINAGE PIPE	36 LF		
6000000-E	310	15" RC PIPE CULVERTS, CLASS III	5,196 LF		
	6000000-E  9000000-E  5000000-E  8000000-E  1000000-E  5100000-E  5200000-E	5000000-E 265  6000000-E 270  9000000-E SP  5000000-E SP  8000000-E 300  1000000-E 305  5200000-E 305  5200000-E 305	5000000-E         265         SELECT GRANULAR MATERIAL           6000000-E         270         GEOTEXTILE FOR SOIL STABILIZATION           9000000-E         SP         TEMPORARY SHORING           5000000-E         SP         GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL           8000000-E         300         FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES           1000000-E         300         FOUNDATION CONDITIONING GEOTEXTILE           5100000-E         305         12" DRAINAGE PIPE           5200000-E         305         15" DRAINAGE PIPE           5300000-E         305         18" DRAINAGE PIPE	LF	LF

## ITEMIZED PROPOSAL FOR CONTRACT NO. C204937

County: HENDERSON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	524 LF		
0019	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	324 LF		
0020	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	324 LF		
0021	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	112 LF		
0022	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1,008 LF		
0023	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	624 LF		
0024	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	56 LF		
0025	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	228 LF		
0026	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	48 LF		
0027	0973100000-E	330	**" WELDED STEEL PIPE, ****" THICK, GRADE B IN SOIL (15", 0.375")	154 LF		
0028	0973100000-E	330	**" WELDED STEEL PIPE, ****" THICK, GRADE B IN SOIL (18", 0.375")	50 LF		
0029	0973100000-E	330	**" WELDED STEEL PIPE, ****" THICK, GRADE B IN SOIL (30", 0.500")	94 LF		
0030	0973300000-E	330	**" WELDED STEEL PIPE, ****" THICK, GRADE B NOT IN SOIL (15", 0.375")	154 LF		
 0031	0973300000-E	330	**" WELDED STEEL PIPE, ****" THICK, GRADE B NOT IN SOIL (18", 0.375")	50 LF		
0032	0973300000-E	330	**" WELDED STEEL PIPE, ****" THICK, GRADE B NOT IN SOIL (30", 0.500")	94 LF		
0033	0995000000-E	340	PIPE REMOVAL	3,279 LF		

#### Aug 02, 2024 8:48 AM ITEMIZED PROPOSAL FOR CONTRACT NO. C204937

County:	HENDERSON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0034	1099500000-E	505	SHALLOW UNDERCUT	500 CY		
0035	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	1,500 TON		
0036	1112000000-E	505	GEOTEXTILE FOR SUBGRADE STABILIZATION	1,000 SY		
0037	1220000000-E	545	INCIDENTAL STONE BASE	1,000 TON		
0038	1275000000-E	600	PRIME COAT	3,790 GAL		
0039	1330000000-E	607	INCIDENTAL MILLING	1,450 SY		
0040	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	8,850 TON		
0041	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	160 TON		
0042	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	9,150 TON		
0043	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	2,600 TON		
0044	2022000000-E	815	SUBDRAIN EXCAVATION	201.6 CY		
0045	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	900 SY		
0046	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	151.2 CY		
0047	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	900 LF		
0048	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA		
0049	2077000000-E	815	6" OUTLET PIPE	12 LF		
0050	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	7 EA		

### ITEMIZED PROPOSAL FOR CONTRACT NO. C204937

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0051	2209000000-E	838	ENDWALLS	2.3 CY		
0052	2253000000-E	840	PIPE COLLARS	0.846 CY		
0053	2264000000-E	840	PIPE PLUGS	0.045 CY		
0054	2275000000-E	SP	FLOWABLE FILL	9 CY		
0055	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	115 EA		
0056	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	33 LF		
0057	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	23 EA		
0058	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	6 EA		
0059	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	8 EA		
0060	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	30 EA		
0061	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	38 EA		
0062	2396000000-N	840	FRAME WITH COVER, STD 840.54	8 EA		
0063	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	19 EA		
0064	2535000000-E	846	**" X **" CONCRETE CURB (8" X 12")	50 LF		
0065	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	10,180 LF		
0066	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	15,170 LF		
0067	2591000000-E	848	4" CONCRETE SIDEWALK	7,150 SY		

### ITEMIZED PROPOSAL FOR CONTRACT NO. C204937

County.	TILINDLINGON					
Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0068	2605000000-N	848	CONCRETE CURB RAMPS	98 EA		
0069	2612000000-E	848	6" CONCRETE DRIVEWAY	680 SY		
0070	2619000000-E	850	4" CONCRETE PAVED DITCH	10 SY		
0071	2647000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	1,550 SY		
0072	2738000000-E	SP	GENERIC PAVING ITEM 7" CONCRETE TRUCK APRON, CLASS AA CONCRETE	980 SY		
0073	2815000000-N	858	ADJUSTMENT OF DROP INLETS	1 EA		
0074	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA		
0075	3030000000-E	862	STEEL BEAM GUARDRAIL	550 LF		
0076	3145000000-E	862	EXTRA LENGTH GUARDRAIL POST (**' STEEL) (8')	94 EA		
0077	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	1 EA		
0078	3288000000-N	862	GUARDRAIL END UNITS, TYPE TL-2	1 EA		
0079	3575000000-E	SP	GENERIC FENCING ITEM PEDESTRIAN SAFETY RAIL	1,920 LF		
0800	3578000000-N	SP	GENERIC FENCING ITEM STEEL BOLLARDS	4 EA		
0081	3628000000-E	876	RIP RAP, CLASS I	75 TON		
0082	3635000000-E	876	RIP RAP, CLASS II	20 TON		
0083	3649000000-E	876	RIP RAP, CLASS B	85 TON		
0084	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	2,315 SY		

County: HENDERSON

### ITEMIZED PROPOSAL FOR CONTRACT NO. C204937

Line Item Number Sec Description Quantity **Unit Cost Amount** # 4025000000-E 901 CONTRACTOR FURNISHED, TYPE \*\*\* 0085 3.66 SIGN SF (D) 0086 901 CONTRACTOR FURNISHED, TYPE \*\*\* 4025000000-E 611.77 SIGN SF (E) CONTRACTOR FURNISHED, TYPE \*\*\* 4025000000-E 6 0087 901 SIGN SF (F) 0088 4072000000-E 903 SUPPORTS, 3-LB STEEL U-CHANNEL 1,275 LF 4 0089 4096000000-N 904 SIGN ERECTION, TYPE D EΑ 4102000000-N 904 152 0090 SIGN ERECTION, TYPE E EΑ 0091 4108000000-N 904 SIGN ERECTION, TYPE F EΑ 0092 904 SIGN ERECTION, RELOCATE TYPE \*\*\*\* 29 4116100000-N (GROUND MOUNTED) EΑ (D) 0093 4155000000-N 907 DISPOSAL OF SIGN SYSTEM, U-34 **CHANNEL** EΑ 0094 4192000000-N 907 DISPOSAL OF SUPPORT, U-CHANNEL 32 EΑ 0095 4400000000-E 1110 WORK ZONE SIGNS (STATIONARY) 2,200 SF 0096 4410000000-E 1110 WORK ZONE SIGNS (BARRICADE 650 MOUNTED) SF 0097 442000000-N 1120 PORTABLE CHANGEABLE MESSAGE 4 SIGN EΑ 0098 443000000-N 1130 **DRUMS** 120 EΑ 656 0099 4445000000-E 1145 BARRICADES (TYPE III) LF 300 0100 4455000000-N 1150 **FLAGGER** DAY

### ITEMIZED PROPOSAL FOR CONTRACT NO. C204937

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0101	4516000000-N	1180	SKINNY DRUM	300 EA		
0102	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	44 EA		
0103	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	22,383 LF		
0104	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,413 LF		
0105	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	1,807 LF		
0106	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	42 EA		
 0107	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	113 EA		
0108	4726110000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	42 EA		
 0109	481000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	49,500 LF		
 0110	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	100 LF		
 0111	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	50,000 LF		
 0112	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	150 LF		
 0113	4905100000-N	1253	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	532 EA		
 0114	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0115	5319000000-E	1505	CLASS B CONCRETE FOR ENCASING UTILITY LINES	2 CY		
 0116	5325200000-E	1510	2" WATER LINE	63 LF		
 0117	5325600000-E	1510	6" WATER LINE	1,727 LF		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0118	5325800000-E	1510	8" WATER LINE	6,130 LF		
0119	5326200000-E	1510	12" WATER LINE	620 LF		
 0120	5327000000-E	1510	20" WATER LINE	48 LF		
 0121	5328000000-E	1510	30" WATER LINE	1,178 LF		
 0122	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	37,957 LB		
 0123	5536000000-E	1515	2" VALVE	2 EA		
 0124	5538000000-E	1515	4" VALVE	1 EA		
 0125	5540000000-E	1515	6" VALVE	30 EA		
 0126	5546000000-E	1515	8" VALVE	22 EA		
 0127	5558000000-E	1515	12" VALVE	4 EA		
 0128	5560000000-E	1515	30" VALVE	4 EA		
 0129	5588000000-E	1515	*" AIR RELEASE VALVE (1")	8 EA		
0130	5648000000-N	1515	RELOCATE WATER METER	34 EA		
 0131	5649000000-N	1515	RECONNECT WATER METER	9 EA		
 0132	5666000000-N	1515	FIRE HYDRANT	3 EA		
 0133	5672000000-N	1515	RELOCATE FIRE HYDRANT	6 EA		
 0134	5673000000-E	1515	FIRE HYDRANT LEG	63 LF		

### ITEMIZED PROPOSAL FOR CONTRACT NO. C204937

Aug 02, 2024 8:48 AM

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0135	5679600000-E	1515	24" LINE STOP	2 EA		
0136	5686000000-E	1515	**" WATER SERVICE LINE (2")	15 LF		
0137	5686500000-E	1515	WATER SERVICE LINE	1,247 LF		
0138	5691300000-E	1520	8" SANITARY GRAVITY SEWER	3,177 LF		
0139	5709100000-E	1520	2" FORCE MAIN SEWER	269 LF		
0140	5709200000-E	1520	4" FORCE MAIN SEWER	403 LF		
0141	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	4 EA		
0142	5768500000-E	1520	SEWER SERVICE LINE	448 LF		
0143	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	282 LB		
0144	5775000000-E	1525	4' DIA UTILITY MANHOLE	23 EA		
0145	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	61.7 LF		
0146	5800000000-E	1530	ABANDON 6" UTILITY PIPE	2,699 LF		
0147	5801000000-E	1530	ABANDON 8" UTILITY PIPE	5,019 LF		
0148	5804000000-E	1530	ABANDON 12" UTILITY PIPE	446 LF		
0149	5813000000-E	1530	ABANDON 24" UTILITY PIPE	1,143 LF		
0150	5815500000-N	1530	REMOVE FIRE HYDRANT	2 EA		
0151	5816000000-N	1530	ABANDON UTILITY MANHOLE	3 EA		

County.	TIENDERSON					
Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0152	5835000000-E	1540	**" ENCASEMENT PIPE (54")	305 LF		
0153	5835600000-E	1540	12" ENCASEMENT PIPE	270 LF		
0154	5835700000-E	1540	16" ENCASEMENT PIPE	577 LF		
0155	5836000000-E	1540	24" ENCASEMENT PIPE	55 LF		
0156	5872500000-E	1550	BORE AND JACK OF **" (54")	305 LF		
0157	5882000000-N	SP	GENERIC UTILITY ITEM 24" X 20" TAPPING SLEEVE & VALVE	2 EA		
0158	5912000000-N	SP	GENERIC UTILITY ITEM 3,500 GALLON OIL WATER SEPARATOR	Lump Sum	L.S.	
0159	5918000000-N	SP	GENERIC UTILITY ITEM UTILITY COORDINATION	4,680 HR		
0160	6000000000-E	1605	TEMPORARY SILT FENCE	32,700 LF		
0161	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	950 TON		
0162	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	2,200 TON		
0163	6012000000-E	1610	SEDIMENT CONTROL STONE	2,050 TON		
0164	6015000000-E	1615	TEMPORARY MULCHING	23 ACR		
0165	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1,100 LB		
0166	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	6.5 TON		
0167	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF		
0168	6029000000-E	SP	SAFETY FENCE	1,000 LF		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0169	6030000000-E	1630	SILT EXCAVATION	5,780 CY		
0170	6036000000-E	1631	MATTING FOR EROSION CONTROL	45,000 SY		
0171	6037000000-E	1629	COIR FIBER MAT	100 SY		
0172	6042000000-E	1632	1/4" HARDWARE CLOTH	6,650 LF		
0173	6043000000-E	1644	LOW PERMEABILITY GEOTEXTILE	100 SY		
0174	6071002000-E	1642	FLOCCULANT	540 LB		
0175	6071012000-E	1642	COIR FIBER WATTLE	950 LF		
0176	6071030000-E	1640	COIR FIBER BAFFLE	300 LF		
0177	6071050000-E	1644	**" SKIMMER (2-1/2")	1 EA		
0178	6084000000-E	1660	SEEDING & MULCHING	15 ACR		
0179	6087000000-E	1660	MOWING	12 ACR		
0180	609000000-E	1661	SEED FOR REPAIR SEEDING	250 LB		
0181	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.75 TON		
0182	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	400 LB		
0183	6108000000-E	1665	FERTILIZER TOPDRESSING	11.5 TON		
0184	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0185	6114800000-N	SP	MANUAL LITTER REMOVAL	7 MHR		

County:	HENDERSON					
Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0186	6114900000-E	SP	LITTER DISPOSAL	2 TON		
 0187	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	100 EA		
 0188	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	13 EA		
 0189	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	8 EA		
 0190	7060000000-E	1705	SIGNAL CABLE	3,610 LF		
 0191	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	18 EA		
 0192	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	8 EA		
0193	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	9 EA		
 0194	7264000000-E	1710	MESSENGER CABLE (3/8")	665 LF		
0195	7288000000-E	1715	PAVED TRENCHING (********) (1, 2")	20 LF		
0196	7288000000-E	1715	PAVED TRENCHING (********) (2, 2")	100 LF		
0197	7300000000-E	1715	UNPAVED TRENCHING (********) (1, 2")	465 LF		
0198	7300000000-E	1715	UNPAVED TRENCHING (********) (2, 2")	20 LF		
0199	7300000000-E	1715	UNPAVED TRENCHING (********) (3, 2")	20 LF		
0200	7301000000-E	1715	DIRECTIONAL DRILL (********) (2, 2")	330 LF		
0201	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	9 EA		
0202	7360000000-N	1720	WOOD POLE	7 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0203	7372000000-N	1721	GUY ASSEMBLY	14 EA		
0204	7408000000-E	1722	1" RISER WITH WEATHERHEAD	2 EA		
0205	7420000000-E	1722	2" RISER WITH WEATHERHEAD	2 EA		
0206	7456100000-E	1726	LEAD-IN CABLE (14-2)	100 LF		
0207	7575142060-N	1737	MODIFY RADIO INSTALLATION	1 EA		
0208	7588000000-N	SP	METAL POLE WITH SINGLE MAST ARM	2 EA		
0209	759000000-N	SP	METAL POLE WITH DUAL MAST ARM	1 EA		
0210	7613000000-N	SP	SOIL TEST	3 EA		
0211	7614100000-E	SP	DRILLED PIER FOUNDATION	33 CY		
0212	7631000000-N	SP	MAST ARM WITH METAL POLE DESIGN	3 EA		
0213	7636000000-N	1745	SIGN FOR SIGNALS	8 EA		
0214	7642100000-N	1743	TYPE I POST WITH FOUNDATION	8 EA		
0215	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	2 EA		
0216	7684000000-N	1750	SIGNAL CABINET FOUNDATION	2 EA		
0217	7720000000-N	1751	CONTROLLER WITH CABINET (TYPE 170E, BASE MOUNTED)	2 EA		
0218	7901000000-N	1753	CABINET BASE EXTENDER	2 EA		
0219	7948000000-N	1757	TRAFFIC SIGNAL REMOVAL	2 EA		

### ITEMIZED PROPOSAL FOR CONTRACT NO. C204937

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0220	7980000000-N	SP	GENERIC SIGNAL ITEM MICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE ZONES	4 EA		
0221	7980000000-N	SP	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR DUAL MAST ARM POLE (HUNTER GREEN)	1 EA		
 0222	7980000000-N	SP	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR SINGLE MAST ARM POLE (HUNTER GREEN)	2 EA		
 0223	7980000000-N	SP	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR TYPE I PUSHBUTTON POST (HUNTER GREEN)	8 EA		
0224	7980000000-N	SP	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR TYPE II SIGNAL PEDESTAL (HUNTER GREEN)	2 EA		
 0225	7980000000-N	SP	GENERIC SIGNAL ITEM RECTANGULAR RAPID FLASHING BEACON ASSEMBLY	4 EA		
			******* BEGIN SCHEDULE AA ******** (2 ALTERNATES)	*****		
0226 AA1	1121000000-E	520	AGGREGATE BASE COURSE	5,820 TON		
0227 AA1	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	15,990 TON		
0228 AA1	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,830 TON		
			*** OR ***			
0229 AA2	1121000000-E	520	AGGREGATE BASE COURSE	10,400 TON		
0230 AA2	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	14,300 TON		
0231 AA2	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,755 TON		
			***** END SCHEDULE AA ***	***		
			WALL ITEMS			
0232	8802014000-E	SP	SOLDIER PILE RETAINING WALLS	6,160 SF		
0233	8802031000-E	 455	PRECAST GRAVITY RETAINING	1,439		

ITEMIZED PROPOSAL FOR CONTRACT NO. C204937

Page 15 of 15

County: HENDERSON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0234	8847000000-E	SP	GENERIC RETAINING WALL ITEM MSE RETAINING WALL WITH CIP CONCRETE FACE	5,585 SF		

0848/Aug02/Q467378.871/D1013750491060/E234

Total Amount Of Bid For Entire Project :

# Vendor 1 of 4: TENNOCA CONSTRUCTION COMPANY (3181) Call Order 004 (Proposal: C204937)

## **Bid Information**

**Proposal County:** HENDERSON **Vendor Address:** P.O. Box 2379

CANDLER, NC, 28715

Signature Check: Timothy Goodson

Time Bid Received: August 20, 2024 01:08 PM

**Amendment Count:** 1

**Bidding Errors:** 

None.

Bid Checksum: ECB84A3DE8

**Bid Total:** \$28,223,125.08 **Items Total:** \$28,223,125.08

Time Total: \$0.00

NCDOT Page 26 of 48

# Vendor 1 of 4: TENNOCA CONSTRUCTION COMPANY (3181) Call Order 004 (Proposal: C204937)

## **Bid Bond Information**

Projects: Bond Maximum:
Counties: State of Incorporation:

**Bond ID:** SNC0816808076 **Agency Execution Date:** 08/16/2024 04:54:07 PM

Paid by Check: No Surety Name: Surety2000

**Bond Percent:** 5% **Bond Agency Name:** Travelers Casualty and Surety

Company of America

NCDOT Page 27 of 48

Letting: L240820 North Carolina Department of Transportation 08/20/2024 02:00:00 PM 3181 - Tennoca Construction Company

Contract ID: C204937 Call: 004

### DBE Load Information

DBE GOAL SET: 5.0%
Letting ID: L240820
DBE GOAL OBT: 6.89%

Letting Date: 08/20/2024

Call Order: 004

Contract ID: C204937

Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDEDSTATE FUNDED

Bid Total: \$28,223,125.08

DBE Goal: 5.00% (\$1,411,156.25)

Vendor ID: 3181

Vendor Name: Tennoca Construction Company

DBE Entered: 6.89% (\$1,945,320.00)

Vendor ID	DBE Name			Is Supp	plier? City,	/State	Goods/Service	Amount
10129	CONCRETE	SPECIALTY	CONTRACTORS	INC False		OFFICE BOX , SHELBY,	SubContractor	1,945,320.00
					NC 28		COMMITTED	

Errors: No Check: ECB84A3DE8
Page 2 Amendment Count: 1

Letting: L240820 North Carolina Department of Transportation Contract ID: C204937 08/20/2024 02:00:00 PM 3181 - Tennoca Construction Company Call: 004

BondID: SNC0816808076

Surety Registry Agency: Surety2000

Verified?: 1

Surety Agency: Travelers Casualty and Surety Company of America

Bond Execution Date: 08/16/2024 04:54:07 PM

Errors: No Check: ECB84A3DE8 Page 6 Amendment Count: 1

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS	5				
0001	0000100000-N MOBILIZATION	1.000	LS	\$1,420,000.0000	\$1,420,000.00
0002	0000400000-N CONSTRUCTION	1.000 SURVEYING	LS	\$390,000.0000	\$390,000.00
0003	0043000000-N GRADING	1.000	LS	\$3,641,876.0000	\$3,641,876.00
0004	0050000000-E SUPPLEMENTAR	1.000 Y CLEARING & GRU		\$1.0000	\$1.00
0005	0057000000-E UNDERCUT EXC	1850.000 AVATION	CY	\$15.0000	\$27,750.00
0006	0134000000-E DRAINAGE DIT	90.000 CH EXCAVATION	CY	\$20.0000	\$1,800.00
0007	0141000000-E BERM DITCH CO	180.000 ONSTRUCTION	LF	\$20.0000	\$3,600.00
0008	0195000000-E SELECT GRANU	1600.000 LAR MATERIAL	CY	\$60.0000	\$96,000.00
0009	0196000000-E GEOTEXTILE FO	1700.000 OR SOIL STABILI:		\$3.0000	\$5,100.00
0010	0199000000-E TEMPORARY SHO	720.000 ORING	SF	\$140.0000	\$100,800.00
0011	0255000000-E GENERIC GRAD	50.000 ING ITEM HAULING		\$210.0000	\$10,500.00 ATED SOIL
0012	0318000000-E FOUNDATION CO	970.000 ONDITIONING MATE		\$36.0000 STRUCTURES	\$34,920.00
0013	0321000000-E FOUNDATION CO	3040.000 CONDITIONING GEO		\$3.0000	\$9,120.00
0014	0335100000-E 12" DRAINAGE	8.000 PIPE	LF	\$34.0000	\$272.00
0015	0335200000-E 15" DRAINAGE	308.000 PIPE	LF	\$83.0000	\$25,564.00
0016	0335300000-E 18" DRAINAGE	36.000 PIPE	LF	\$88.0000	\$3,168.00
0017	0366000000-E 15" RC PIPE (	5196.000 CULVERTS, CLASS		\$106.0000	\$550,776.00
0018	0372000000-E 18" RC PIPE (	524.000 CULVERTS, CLASS		\$115.0000	\$60,260.00
0019	0378000000-E 24" RC PIPE (	324.000 CULVERTS, CLASS		\$135.0000	\$43,740.00
0020	0384000000-E	324.000 CULVERTS, CLASS	LF	\$165.0000	\$53,460.00
0021	039000000-E	112.000 CULVERTS, CLASS	LF	\$201.0000	\$22,512.00
0022	0448200000-E	1008.000 CULVERTS, CLASS	LF	\$113.0000	\$113,904.00
0023	0448300000-E	624.000		\$124.0000	\$77,376.00

Letting: L240820 North Carolina Department of Transportation Contract ID: C204937 08/20/2024 02:00:00 PM 3181 - Tennoca Construction Company Call: 004

0024	0448400000-E 56.000 LF 24" RC PIPE CULVERTS, CLASS IV	\$154.0000	\$8,624.00
0025	0448500000-E 228.000 LF 30" RC PIPE CULVERTS, CLASS IV	\$188.0000	\$42,864.00
0026	0582000000-E 48.000 LF 15" CS PIPE CULVERTS, 0.064" THICK	\$83.0000	\$3,984.00
0027	0973100000-E 154.000 LF **" WELDED STEEL PIPE, ****" THICK, GRADE B	\$1,314.5000 IN SOIL (15", 0.375")	•
0028	0973100000-E 50.000 LF **" WELDED STEEL PIPE, ****" THICK, GRADE B	\$1,903.0000 IN SOIL (18", 0.375")	•
0029	0973100000-E 94.000 LF **" WELDED STEEL PIPE, ****" THICK, GRADE B	\$2,189.0000 IN SOIL (30", 0.500")	\$205,766.00
0030	0973300000-E 154.000 LF **" WELDED STEEL PIPE, ****" THICK, GRADE B	\$1,512.0000 NOT IN SOIL (15", 0.37	
0031	0973300000-E 50.000 LF **" WELDED STEEL PIPE, ****" THICK, GRADE B	\$2,073.7500 NOT IN SOIL (18", 0.37	
0032	0973300000-E 94.000 LF **" WELDED STEEL PIPE, ****" THICK, GRADE B	\$2,388.7500 NOT IN SOIL (30", 0.50	
0033	0995000000-E 3279.000 LF PIPE REMOVAL	\$10.0000	\$32,790.00
0034	1099500000-E 500.000 CY SHALLOW UNDERCUT	\$15.0000	\$7,500.00
0035	1099700000-E 1500.000 TON CLASS IV SUBGRADE STABILIZATION	\$28.0000	\$42,000.00
0036	1112000000-E 1000.000 SY  GEOTEXTILE FOR SUBGRADE STABILIZATION	\$3.0000	\$3,000.00
0037	1220000000-E 1000.000 TON INCIDENTAL STONE BASE	\$40.0000	\$40,000.00
0038	1275000000-E 3790.000 GAL PRIME COAT	\$6.0000	\$22,740.00
0039	1330000000-E 1450.000 SY INCIDENTAL MILLING	\$12.0000	\$17,400.00
0040	1503000000-E 8850.000 TON ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0	\$123.0000 OC	\$1,088,550.00
0041	1519000000-E 160.000 TON ASPHALT CONC SURFACE COURSE, TYPE S9.5B	\$138.0000	\$22,080.00
0042	1523000000-E 9150.000 TON ASPHALT CONC SURFACE COURSE, TYPE S9.5C	\$138.0000	\$1,262,700.00
0043	1693000000-E 2600.000 TON ASPHALT PLANT MIX, PAVEMENT REPAIR	\$250.0000	\$650,000.00
0044	2022000000-E 201.600 CY SUBDRAIN EXCAVATION	\$1.0000	\$201.60
0045	2026000000-E 900.000 SY GEOTEXTILE FOR SUBSURFACE DRAINS	\$2.0000	\$1,800.00
0046	2036000000-E 151.200 CY SUBDRAIN COARSE AGGREGATE	\$60.0000	\$9,072.00
0047	2044000000-E 900.000 LF 6" PERFORATED SUBDRAIN PIPE	\$18.0000	\$16,200.00
0048	207000000-N 2.000 EA	\$500.0000	\$1,000.00

Errors: No Page 3

	SUBDRAIN PIPE OUTLET		
0049	2077000000-E 12.000 LF 6" OUTLET PIPE	\$18.0000	\$216.00
0050	219000000-N 7.000 EA TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE	\$300.0000 GE STRUCTURE	\$2,100.00
0051	220900000-E 2.300 CY ENDWALLS	\$1,500.0000	\$3,450.00
0052	2253000000-E 0.846 CY PIPE COLLARS	\$1,500.0000	\$1,269.00
0053	226400000-E 0.045 CY PIPE PLUGS	\$5,000.0000	\$225.00
0054	2275000000-E 9.000 CY FLOWABLE FILL	\$1,200.0000	\$10,800.00
0055	2286000000-N 115.000 EA MASONRY DRAINAGE STRUCTURES	\$3,806.0000	\$437,690.00
0056	2308000000-E 33.000 LF MASONRY DRAINAGE STRUCTURES	\$800.0000	\$26,400.00
0057	2364000000-N 23.000 EA FRAME WITH TWO GRATES, STD 840.16	\$800.0000	\$18,400.00
0058	2367000000-N 6.000 EA FRAME WITH TWO GRATES, STD 840.29	\$750.0000	\$4,500.00
0059	2374000000-N 8.000 EA FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E	\$900.0000	\$7,200.00
0060	237400000-N 30.000 EA FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F	\$900.0000	\$27,000.00
0061	237400000-N 38.000 EA FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G	\$900.0000	\$34,200.00
0062	2396000000-N 8.000 EA FRAME WITH COVER, STD 840.54	\$500.0000	\$4,000.00
0063	2451000000-N 19.000 EA CONCRETE TRANSITIONAL SECTION FOR DROP INLET	\$1,700.0000	\$32,300.00
0064	2535000000-E 50.000 LF **" X **" CONCRETE CURB (8" X 12")	\$59.0000	\$2,950.00
0065	2542000000-E 10180.000 LF 1'-6" CONCRETE CURB & GUTTER	\$33.0000	\$335,940.00
0066	2549000000-E 15170.000 LF 2'-6" CONCRETE CURB & GUTTER	\$41.0000	\$621,970.00
0067	2591000000-E 7150.000 SY 4" CONCRETE SIDEWALK	\$64.0000	\$457,600.00
0068	2605000000-N 98.000 EA CONCRETE CURB RAMPS	\$3,300.0000	\$323,400.00
0069	2612000000-E 680.000 SY 6" CONCRETE DRIVEWAY	\$128.0000	\$87,040.00
0070	261900000-E 10.000 SY 4" CONCRETE PAVED DITCH	\$220.0000	\$2,200.00
0071	2647000000-E 1550.000 SY 5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED	\$110.0000	\$170,500.00
0072	2738000000-E 980.000 SY  GENERIC PAVING ITEM 7" CONCRETE TRUCK APRON, CL	\$116.0000 ASS AA CONCRETE	\$113,680.00

Letting: L240820 North Carolina Department of Transportation Contract ID: C204937 08/20/2024 02:00:00 PM 3181 - Tennoca Construction Company Call: 004 2815000000-N 1.000 EA \$2,000.0000 0073 \$2,000.00 ADJUSTMENT OF DROP INLETS 0074 2830000000-N 1.000 EA \$2,000.0000 \$2,000.00 ADJUSTMENT OF MANHOLES 0075 3030000000-E 550.000 LF \$26.0000 \$14,300.00 STEEL BEAM GUARDRAIL 0076 3145000000-E 94.000 EA \$60.0000 \$5,640.00 EXTRA LENGTH GUARDRAIL POST (\*\*' STEEL) (8') 0077 3210000000-N 1.000 EA \$1,100.0000 \$1,100.00 GUARDRAIL END UNITS, TYPE CAT-1 \$3,800.00 0078 3288000000-N 1.000 EA \$3,800.0000 GUARDRAIL END UNITS, TYPE TL-2 0079 3575000000-E 1920.000 LF \$180.0000 \$345,600.00 GENERIC FENCING ITEM PEDESTRIAN SAFETY RAIL \$2,000.0000 \$8,000.00 0.800 3578000000-N 4.000 EA GENERIC FENCING ITEM STEEL BOLLARDS 0081 3628000000-E 75.000 TON \$70.0000 \$5,250.00 RIP RAP, CLASS I 3635000000-E 20.000 TON \$70.0000 \$1,400.00 RIP RAP, CLASS II 0083 3649000000-E 85.000 TON \$70.0000 \$5,950.00 RIP RAP, CLASS B \$4,630.00 0084 3656000000-E 2315.000 SY \$2.0000 GEOTEXTILE FOR DRAINAGE 0085 4025000000-E 3.660 SF \$24.0000 \$87.84 CONTRACTOR FURNISHED, TYPE \*\*\* SIGN (D) 4025000000-E 611.770 SF \$24.0000 \$14,682.48 CONTRACTOR FURNISHED, TYPE \*\*\* SIGN (E) 4025000000-E \$24.0000 0087 6.000 SF \$144.00 CONTRACTOR FURNISHED, TYPE \*\*\* SIGN (F) 0088 4072000000-E 1275.000 LF \$10.0000 \$12,750.00 SUPPORTS, 3-LB STEEL U-CHANNEL \$150.0000 \$600.00 0089 4096000000-N 4.000 EA SIGN ERECTION, TYPE D 0090 4102000000-N 152.000 EA \$150.0000 \$22,800.00 SIGN ERECTION, TYPE E 1.000 EA \$180.00 0091 4108000000-N \$180.0000 SIGN ERECTION, TYPE F 0092 4116100000-N 29.000 EA \$150.0000 \$4,350.00 SIGN ERECTION, RELOCATE TYPE \*\*\*\* (GROUND MOUNTED) (D) 0093 4155000000-N 34.000 EA \$15.0000 \$510.00 DISPOSAL OF SIGN SYSTEM, U-CHANNEL 0094 4192000000-N 32.000 EA \$15.0000 \$480.00 DISPOSAL OF SUPPORT, U-CHANNEL 0095 4400000000-E 2200.000 SF \$10.0000 \$22,000.00

> Errors: No Page 5

Check: ECB84A3DE8 Amendment Count: 1

\$6,500.00

\$39,600.00

\$10.0000

\$9,900.0000

650.000 SF

4.000 EA

WORK ZONE SIGNS (STATIONARY)

WORK ZONE SIGNS (BARRICADE MOUNTED)

4410000000-E

4420000000-N

0096

0097

	PORTABLE CHANGEABLE MESSAGE SIGN		
0098	443000000-N 120.000 EA DRUMS	\$53.0000	\$6,360.00
0099	4445000000-E 656.000 LF BARRICADES (TYPE III)	\$33.0000	\$21,648.00
0100	4455000000-N 300.000 DAY FLAGGER	\$300.0000	\$90,000.00
0101	4516000000-N 300.000 EA SKINNY DRUM	\$40.0000	\$12,000.00
0102	4650000000-N 44.000 EA TEMPORARY RAISED PAVEMENT MARKERS	\$15.0000	\$660.00
0103	4685000000-E 22383.000 LF THERMOPLASTIC PAVEMENT MARKING LINES (4"	\$2.0000 , 90 MILS)	\$44,766.00
0104	4695000000-E 1413.000 LF THERMOPLASTIC PAVEMENT MARKING LINES (8"	\$6.0000 , 90 MILS)	\$8,478.00
0105	4709000000-E 1807.000 LF THERMOPLASTIC PAVEMENT MARKING LINES (24	\$17.0000 ", 90 MILS)	\$30,719.00
0106	4720000000-E 42.000 EA THERMOPLASTIC PAVEMENT MARKING CHARACTER	\$210.0000 (90 MILS)	\$8,820.00
0107	4725000000-E 113.000 EA THERMOPLASTIC PAVEMENT MARKING SYMBOL (9	\$412.0000 0 MILS)	\$46,556.00
0108	4726110000-E 42.000 EA HEATED-IN-PLACE THERMOPLASTIC PAVEMENT M	\$632.0000 ARKING SYMBOL (90 MILS)	\$26,544.00
0109	4810000000-E 49500.000 LF PAINT PAVEMENT MARKING LINES (4")	\$0.7000	\$34,650.00
0110	4835000000-E 100.000 LF PAINT PAVEMENT MARKING LINES (24")	\$6.0000	\$600.00
0111	4850000000-E 50000.000 LF REMOVAL OF PAVEMENT MARKING LINES (4")	\$0.7000	\$35,000.00
0112	4870000000-E 150.000 LF REMOVAL OF PAVEMENT MARKING LINES (24")	\$5.0000	\$750.00
0113	4905100000-N 532.000 EA NON-CAST IRON SNOWPLOWABLE PAVEMENT MARK	\$47.0000 ER	\$25,004.00
0114	5255000000-N 1.000 LS PORTABLE LIGHTING	\$160,000.0000	\$160,000.00
0115	5319000000-E 2.000 CY CLASS B CONCRETE FOR ENCASING UTILITY LI	\$900.0000 NES	\$1,800.00
0116	5325200000-E 63.000 LF 2" WATER LINE	\$93.0000	\$5,859.00
0117	5325600000-E 1727.000 LF 6" WATER LINE	\$110.0000	\$189,970.00
0118	5325800000-E 6130.000 LF 8" WATER LINE	\$150.0000	\$919,500.00
0119	5326200000-E 620.000 LF 12" WATER LINE	\$190.0000	\$117,800.00
0120	5327000000-E 48.000 LF 20" WATER LINE	\$500.0000	\$24,000.00
0121	5328000000-E 1178.000 LF 30" WATER LINE	\$700.0000	\$824,600.00

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0122	5329000000-E 37957.000 DUCTILE IRON WATER PIPE FIT		\$11.0000	\$417,527.00
0123	5536000000-E 2.000 2" VALVE	EA	\$1,600.0000	\$3,200.00
0124	5538000000-E 1.000 4" VALVE	EA	\$1,800.0000	\$1,800.00
0125	5540000000-E 30.000 6" VALVE	EA	\$2,300.0000	\$69,000.00
0126	5546000000-E 22.000 8" VALVE	EA	\$3,000.0000	\$66,000.00
0127	5558000000-E 4.000 12" VALVE	EA	\$20,000.0000	\$80,000.00
0128	5560000000-E 4.000 30" VALVE	EA	\$34,000.0000	\$136,000.00
0129	5588000000-E 8.000 *" AIR RELEASE VALVE (1")	EA	\$3,000.0000	\$24,000.00
0130	5648000000-N 34.000 RELOCATE WATER METER	EA	\$4,100.0000	\$139,400.00
0131	5649000000-N 9.000 RECONNECT WATER METER	EA	\$3,300.0000	\$29,700.00
0132	5666000000-N 3.000 FIRE HYDRANT	EA	\$7,000.0000	\$21,000.00
0133	5672000000-N 6.000 RELOCATE FIRE HYDRANT	EA	\$3,000.0000	\$18,000.00
0134	5673000000-E 63.000 FIRE HYDRANT LEG	LF	\$170.0000	\$10,710.00
0135	5679600000-E 2.000 24" LINE STOP	EA	\$69,000.0000	\$138,000.00
0136	5686000000-E 15.000 **" WATER SERVICE LINE (2")		\$40.0000	\$600.00
0137	5686500000-E 1247.000 WATER SERVICE LINE	LF	\$38.0000	\$47,386.00
0138	5691300000-E 3177.000 8" SANITARY GRAVITY SEWER	LF	\$124.0000	\$393,948.00
0139	5709100000-E 269.000 2" FORCE MAIN SEWER	LF	\$65.0000	\$17,485.00
0140	5709200000-E 403.000 4" FORCE MAIN SEWER	LF	\$68.0000	\$27,404.00
0141	5768000000-N 4.000 SANITARY SEWER CLEAN-OUT	EA	\$1,500.0000	\$6,000.00
0142	5768500000-E 448.000 SEWER SERVICE LINE	LF	\$83.0000	\$37,184.00
0143	5769000000-E 282.000 DUCTILE IRON SEWER PIPE FIT		\$8.0000	\$2,256.00
0144	5775000000-E 23.000 4' DIA UTILITY MANHOLE	EA	\$9,900.0000	\$227,700.00
0145	5781000000-E 61.700 UTILITY MANHOLE WALL 4' DIA		\$1,000.0000	\$61,700.00
0146	580000000-E 2699.000	LF	\$8.0000	\$21,592.00

	ABANDON 6" UTILITY PIPE		
0147	5801000000-E 5019.000 LF ABANDON 8" UTILITY PIPE	\$14.0000	\$70 <b>,</b> 266.00
0148	5804000000-E 446.000 LF ABANDON 12" UTILITY PIPE	\$18.0000	\$8,028.00
0149	5813000000-E 1143.000 LF ABANDON 24" UTILITY PIPE	\$78.0000	\$89,154.00
0150	5815500000-N 2.000 EA REMOVE FIRE HYDRANT	\$500.0000	\$1,000.00
0151	5816000000-N 3.000 EA ABANDON UTILITY MANHOLE	\$2,000.0000	\$6,000.00
0152	5835000000-E 305.000 LF **" ENCASEMENT PIPE (54")	\$800.0000	\$244,000.00
0153	5835600000-E 270.000 LF 12" ENCASEMENT PIPE	\$267.0000	\$72,090.00
0154	5835700000-E 577.000 LF 16" ENCASEMENT PIPE	\$302.0000	\$174,254.00
0155	5836000000-E 55.000 LF 24" ENCASEMENT PIPE	\$367.0000	\$20,185.00
0156	5872500000-E 305.000 LF BORE AND JACK OF **" (54")	\$1,575.0000	\$480,375.00
0157	5882000000-N 2.000 EA GENERIC UTILITY ITEM 24" X 20" TAPPING SLEEV	\$60,000.0000 E & VALVE	\$120,000.00
0158	5912000000-N 1.000 LS GENERIC UTILITY ITEM 3,500 GALLON OIL WATER :	\$25,000.0000 SEPARATOR	\$25,000.00
0159	5918000000-N 4680.000 HR GENERIC UTILITY ITEM UTILITY COORDINATION	\$87.0000	\$407,160.00
0160	600000000-E 32700.000 LF TEMPORARY SILT FENCE	\$4.0000	\$130,800.00
0161	6006000000-E 950.000 TON STONE FOR EROSION CONTROL, CLASS A	\$36.0000	\$34,200.00
0162	6009000000-E 2200.000 TON STONE FOR EROSION CONTROL, CLASS B	\$36.0000	\$79,200.00
0163	6012000000-E 2050.000 TON SEDIMENT CONTROL STONE	\$36.0000	\$73,800.00
0164	6015000000-E 23.000 ACR TEMPORARY MULCHING	\$1,700.0000	\$39,100.00
0165	6018000000-E 1100.000 LB SEED FOR TEMPORARY SEEDING	\$6.0000	\$6,600.00
0166	6021000000-E 6.500 TON FERTILIZER FOR TEMPORARY SEEDING	\$2,000.0000	\$13,000.00
0167	6024000000-E 200.000 LF TEMPORARY SLOPE DRAINS	\$20.0000	\$4,000.00
0168	6029000000-E 1000.000 LF SAFETY FENCE	\$2.0000	\$2,000.00
0169	603000000-E 5780.000 CY SILT EXCAVATION	\$11.5000	\$66,470.00
0170	6036000000-E 45000.000 SY MATTING FOR EROSION CONTROL	\$2.0000	\$90,000.00
	MATTING FOR EROSION CONTROL		

# Letting: L240820 North Carolina Department of Transportation 08/20/2024 02:00:00 PM 3181 - Tennoca Construction Company

0171	6037000000-E 100.000 COIR FIBER MAT	SY	\$8.0000	\$800.00
0172	6042000000-E 6650.000 1/4" HARDWARE CLOTH	LF	\$7.0000	\$46,550.00
0173	6043000000-E 100.000  LOW PERMEABILITY GEOTEXTILE	SY	\$2.0000	\$200.00
0174	6071002000-E 540.000 FLOCCULANT	LB	\$24.0000	\$12,960.00
0175	6071012000-E 950.000 COIR FIBER WATTLE	LF	\$11.0000	\$10,450.00
0176	6071030000-E 300.000 COIR FIBER BAFFLE	LF	\$12.0000	\$3,600.00
0177	6071050000-E 1.000 **" SKIMMER (2-1/2")	EA	\$2,600.0000	\$2,600.00
0178	6084000000-E 15.000 SEEDING & MULCHING	ACR	\$4,100.0000	\$61,500.00
0179	6087000000-E 12.000 MOWING	ACR	\$100.0000	\$1,200.00
0180	6090000000-E 250.000 SEED FOR REPAIR SEEDING	LB	\$7.0000	\$1,750.00
0181	6093000000-E 0.750 FERTILIZER FOR REPAIR SEEDIN		\$1,500.0000	\$1,125.00
0182	6096000000-E 400.000 SEED FOR SUPPLEMENTAL SEEDIN		\$7.0000	\$2,800.00
0183	6108000000-E 11.500 FERTILIZER TOPDRESSING	TON	\$1,800.0000	\$20,700.00
0184	6114500000-N 10.000 SPECIALIZED HAND MOWING	MHR	\$10.0000	\$100.00
0185	6114800000-N 7.000 MANUAL LITTER REMOVAL	MHR	\$40.0000	\$280.00
0186	6114900000-E 2.000 LITTER DISPOSAL	TON	\$250.0000	\$500.00
0187	6117000000-N 100.000 RESPONSE FOR EROSION CONTROL		\$300.0000	\$30,000.00
0188	6117500000-N 13.000 CONCRETE WASHOUT STRUCTURE	EA	\$200.0000	\$2,600.00
0189	7048500000-E 8.000 PEDESTRIAN SIGNAL HEAD (16",		\$1,100.0000 COUNTDOWN)	\$8,800.00
0190	7060000000-E 3610.000 SIGNAL CABLE	LF	\$5.0000	\$18,050.00
0191	7120000000-E 18.000 VEHICLE SIGNAL HEAD (12", 3		\$1,300.0000	\$23,400.00
0192	7132000000-E 8.000 VEHICLE SIGNAL HEAD (12", 4		\$1,500.0000	\$12,000.00
0193	7144000000-E 9.000 VEHICLE SIGNAL HEAD (12", 5	EA	\$1,800.0000	\$16,200.00
0194	7264000000-E 665.000 MESSENGER CABLE (3/8")		\$5.0000	\$3,325.00
0195	7288000000-E 20.000	LF	\$33.0000	\$660.00

Errors: No Page 9 Check: ECB84A3DE8
Amendment Count: 1

Contract ID: C204937

Call: 004

	PAVED TRENCHING (********) (1, 2")		
0196	7288000000-E 100.000 LF PAVED TRENCHING (********) (2, 2")	\$36.0000	\$3,600.00
0197	7300000000-E 465.000 LF UNPAVED TRENCHING (********) (1, 2")	\$18.0000	\$8,370.00
0198	7300000000-E 20.000 LF UNPAVED TRENCHING (********) (2, 2")	\$20.0000	\$400.00
0199	730000000-E 20.000 LF UNPAVED TRENCHING (********) (3, 2")	\$24.0000	\$480.00
0200	7301000000-E 330.000 LF DIRECTIONAL DRILL (********) (2, 2")	\$30.0000	\$9,900.00
0201	7324000000-N 9.000 EA JUNCTION BOX (STANDARD SIZE)	\$500.0000	\$4,500.00
0202	736000000-N 7.000 EA WOOD POLE	\$1,800.0000	\$12,600.00
0203	7372000000-N 14.000 EA GUY ASSEMBLY	\$700.0000	\$9,800.00
0204	7408000000-E 2.000 EA 1" RISER WITH WEATHERHEAD	\$800.0000	\$1,600.00
0205	7420000000-E 2.000 EA 2" RISER WITH WEATHERHEAD	\$1,100.0000	\$2,200.00
0206	7456100000-E 100.000 LF LEAD-IN CABLE (14-2)	\$5.0000	\$500.00
0207	7575142060-N 1.000 EA MODIFY RADIO INSTALLATION	\$2,500.0000	\$2,500.00
0208	7588000000-N 2.000 EA METAL POLE WITH SINGLE MAST ARM	\$28,000.0000	\$56,000.00
0209	759000000-N 1.000 EA METAL POLE WITH DUAL MAST ARM	\$53,000.0000	\$53,000.00
0210	7613000000-N 3.000 EA SOIL TEST	\$4,000.0000	\$12,000.00
0211	7614100000-E 33.000 CY DRILLED PIER FOUNDATION	\$1,200.0000	\$39,600.00
0212	7631000000-N 3.000 EA MAST ARM WITH METAL POLE DESIGN	\$550.0000	\$1,650.00
0213	7636000000-N 8.000 EA SIGN FOR SIGNALS	\$660.0000	\$5,280.00
0214	7642100000-N 8.000 EA TYPE I POST WITH FOUNDATION	\$2,000.0000	\$16,000.00
0215	7642200000-N 2.000 EA TYPE II PEDESTAL WITH FOUNDATION	\$2,800.0000	\$5,600.00
0216	7684000000-N 2.000 EA SIGNAL CABINET FOUNDATION	\$2,000.0000	\$4,000.00
0217	7720000000-N 2.000 EA CONTROLLER WITH CABINET (TYPE 170E, BASE MOU	\$26,000.0000 INTED)	\$52,000.00
0218	7901000000-N 2.000 EA CABINET BASE EXTENDER	\$650.0000	\$1,300.00
0219	7948000000-N 2.000 EA TRAFFIC SIGNAL REMOVAL	\$3,300.0000	\$6,600.00

### North Carolina Department of Transportation 3181 - Tennoca Construction Company

Letting: L240820

08/20/2024 02:00:00 PM Call: 004 7980000000-N \$15,000.0000 \$60,000.00 0220 4.000 EA GENERIC SIGNAL ITEM MICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE ZONES 0221 7980000000-N 1.000 EA \$5,500.0000 \$5,500.00 GENERIC SIGNAL ITEM PROTECTIVE COATING FOR DUAL MAST ARM POLE (HUNTER GREEN) 0222 7980000000-N 2.000 EA \$2,800.0000 \$5,600.00 GENERIC SIGNAL ITEM PROTECTIVE COATING FOR SINGLE MAST ARM POLE (HUNTER GREEN) 0223 7980000000-N 8.000 EA \$500.0000 GENERIC SIGNAL ITEM PROTECTIVE COATING FOR TYPE I PUSHBUTTON POST (HUNTER GREEN) 7980000000-N 0224 2.000 EA \$500.0000 \$1,000.00 GENERIC SIGNAL ITEM PROTECTIVE COATING FOR TYPE II SIGNAL PEDESTAL (HUNTER 0225 7980000000-N 4.000 EA \$13,000.0000 \$52,000.00 GENERIC SIGNAL ITEM RECTANGULAR RAPID FLASHING BEACON ASSEMBLY 5820.000 TON 0226 1121000000-E AGGREGATE BASE COURSE AA1 0227 1491000000-E 15990.000 TON ASPHALT CONC BASE COURSE, TYPE B25.0C AA1 0228 1575000000-E 1830.000 TON AA1 ASPHALT BINDER FOR PLANT MIX 0229 1121000000-E 10400.000 TON \$30.0000 \$312,000.00 AGGREGATE BASE COURSE AA2 0230 1491000000-E 14300.000 TON \$121.0000 \$1,730,300.00 ASPHALT CONC BASE COURSE, TYPE B25.0C AA2 0231 1575000000-E 1755.000 TON \$615.0000 \$1,079,325.00 AA2 ASPHALT BINDER FOR PLANT MIX Section 0001 Total \$25,010,528.92 soction 0003

PRECAST GRAVITY RETAINING WALLS  0234 8847000000-E 5585.000 SF \$242.0000 \$1,351,5	0232	8802014000-E	6160.000 SF		\$263.0000	\$1,620,080.00
PRECAST GRAVITY RETAINING WALLS  0234 8847000000-E 5585.000 SF \$242.0000 \$1,351,5		SOLDIER PILE	RETAINING WALLS			
0234 8847000000-E 5585.000 SF \$242.0000 \$1,351,5	0233	8802031000-E	1439.000 SF		\$167.4400	\$240,946.16
		PRECAST GRAVI	ITY RETAINING WALLS			
	0234	8847000000-E	5585.000 SF		\$242.0000	\$1,351,570.00
GENERIC RETAINING WALL ITEM MSE RETAINING WALL WITH CIP CONCRETE FACE		GENERIC RETAI	INING WALL ITEM MSE	RETAINING WALL WIT	H CIP CONCRETE	FACE

Item Total \$28,223,125.08

Errors: No Page 11 Check: ECB84A3DE8
Amendment Count: 1

Contract ID: C204937

### ELECTRONIC BID SUBMISSION

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

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### NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

### DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

- 1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
- 2. The terms covered transaction, debarred, suspended, ineligible, lower tier

covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

- 3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
- 4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal- Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.
- 5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

### DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

Errors: No Check: ECB84A3DE8
Page 13 Amendment Count: 1

Letting: L240820 08/20/2024 02:00:00 PM Contract ID: C204937

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

#### **EXPLANATION:**

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Errors: No Page 14

### Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowleges that they are using the award limits on multiple projects? Yes O 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

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 North Carolina Department of Transportation 3181 - Tennoca Construction Company

Letting: L240820 08/20/2024 02:00:00 PM Contract ID: C204937 Call: 004

that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

Errors: No Check: ECB84A3DE8
Page 16 Amendment Count: 1

Letting: L240820 North Carolina Department of Transportation 08/20/2024 02:00:00 PM 3181 - Tennoca Construction Company

## DBE List Summary

Contract ID: C204937

Call: 004

Project: STATE FUNDED Bidder ID: 3181

Bid Total: 28,223,125.08 Business Name: Tennoca Construction Company

Goal: 5.00% (1,411,156.25)

Total Entered: 6.89% (1,945,320.00)

ID	Name	Supp?/Dist?	Item Count	Amount I	s Complete?
10129	CONCRETE SPECIALTY CONTRACTORS INC	No	10	1,945,320.00	True

Errors: No Check: ECB84A3DE8
Page 17 Amendment Count: 1

Letting: L240820 Letting: L240820 08/20/2024 02:00:00 PM Contract ID: C204937 Call: 004

Name: CONCRETE SPECIALTY CONTRACTORS INC ID: 10129

Address: POST OFFICE BOX 2303 , SHELBY, NC 28151

Used As: SubContractor DBE Items Total:\$1,945,320.00

#### Items for CONCRETE SPECIALTY CONTRACTORS INC

0001 ROADWAY ITEM			
0063	2451000000-N 19.000 EA CONCRETE TRANSITIONAL SECTION FOR	\$1,500.0000 R DROP INLET	\$28,500.00
0064	2535000000-E 50.000 LF **" X **" CONCRETE CURB (8" X 12"	\$53.0000 ')	\$2,650.00
0065	2542000000-E 10180.000 LF 1'-6" CONCRETE CURB & GUTTER	\$30.0000	\$305,400.00
0066	2549000000-E 15170.000 LF 2'-6" CONCRETE CURB & GUTTER	\$37.0000	\$561,290.00
0067	2591000000-E 7150.000 SY 4" CONCRETE SIDEWALK	\$58.0000	\$414,700.00
0068	2605000000-N 98.000 EA CONCRETE CURB RAMPS	\$3,000.0000	\$294,000.00
0069	2612000000-E 680.000 SY 6" CONCRETE DRIVEWAY	\$116.0000	\$78,880.00
0070	2619000000-E 10.000 SY 4" CONCRETE PAVED DITCH	\$200.0000	\$2,000.00
0071	2647000000-E 1550.000 SY 5" MONOLITHIC CONCRETE ISLANDS (S	\$100.0000 SURFACE MOUNTED)	\$155,000.00
0072	2738000000-E 980.000 SY GENERIC PAVING ITEM 7" CONCRETE T	\$105.0000 TRUCK APRON, CLASS AA CONCRETE	\$102,900.00
Section 0001 Total			\$1,945,320.00
Item Total			\$1,945,320.00

Errors: No Check: ECB84A3DE8 Amendment Count: 1 North Carolina Department of Transportation 3181 - Tennoca Construction Company

Letting: L240820 08/20/2024 02:00:00 PM Contract ID: C204937 Call: 004

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 1 amendment files

1 08/02/2024 MODIFY ITEM

### 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.

> Errors: No Page 19

North Carolina Department of Transportation 3181 - Tennoca Construction Company

Letting: L240820 08/20/2024 02:00:00 PM Contract ID: C204937 Call: 004

### 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.  $\Box$  Verify

Errors: No Check: ECB84A3DE8
Page 20 Amendment Count: 1

Amount Bid	Unit Bid Price	Quantity Unit	Description	Sec #	ItemNumber	Line #
			ROADWAY ITEMS			
1,420,000.00	1,420,000.00	LUMP SUM	MOBILIZATION	800	0000100000-N	0001
390,000.00	390,000.00	LUMP SUM	CONSTRUCTION SURVEYING	801	0000400000-N	0002
3,641,876.00	3,641,876.00	LUMP SUM	GRADING	226	0043000000-N	0003
1.00	1.00	1 ACR	SUPPLEMENTARY CLEARING & GRUBBING	226	0050000000-E	0004
27,750.00	15.00	1,850 CY	UNDERCUT EXCAVATION	226	0057000000-E	0005
1,800.00	20.00	90 CY	DRAINAGE DITCH EXCAVATION	240	0134000000-E	0006
3,600.00	20.00	180 LF	BERM DITCH CONSTRUCTION	240	0141000000-E	0007
96,000.00	60.00	1,600 CY	SELECT GRANULAR MATERIAL	265	0195000000-E	8000
5,100.00	3.00	1,700 SY	GEOTEXTILE FOR SOIL STABILIZATION	270	0196000000-E	0009
100,800.00	140.00	720 SF	TEMPORARY SHORING	SP	0199000000-E	0010
10,500.00	210.00	50 TON	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	SP	0255000000-E	0011
34,920.00	36.00	970 TON	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	300	0318000000-E	0012
9,120.00	3.00	3,040 SY	FOUNDATION CONDITIONING GEOTEXTILE	300	0321000000-E	0013
272.00	34.00	8 LF	12" DRAINAGE PIPE	305	0335100000-E	0014
25,564.00	83.00	308 LF	15" DRAINAGE PIPE	305	0335200000-E	0015
3,168.00	88.00	36 LF	18" DRAINAGE PIPE	305	0335300000-E	0016
550,776.00	106.00	5,196 LF	15" RC PIPE CULVERTS, CLASS III	310	0366000000-E	0017
60,260.00	524 115.00 LF		18" RC PIPE CULVERTS, CLASS III	310	0372000000-E	0018
43,740.00	324 135.00 LF		24" RC PIPE CULVERTS, CLASS III	310	0378000000-E	0019
53,460.00	165.00	324 LF	30" RC PIPE CULVERTS, CLASS III	310	0384000000-E	0020
22,512.00	201.00	112 LF	36" RC PIPE CULVERTS, CLASS III	310	0390000000-E	0021
113,904.00	113.00	1,008 LF	15" RC PIPE CULVERTS, CLASS IV	310	0448200000-E	0022

Amount Bid	Unit Bid Price	Quantity Unit	Description	Sec #	ItemNumber	Line #
77,376.00	124.00	624 LF	18" RC PIPE CULVERTS, CLASS IV	310	0448300000-E	0023
8,624.00	154.00	56 LF	24" RC PIPE CULVERTS, CLASS IV	310	0448400000-E	0024
42,864.00	188.00	228 LF	30" RC PIPE CULVERTS, CLASS IV	310	0448500000-E	0025
3,984.00	83.00	48 LF	15" CS PIPE CULVERTS, 0.064" THICK	310	0582000000-E	0026
202,433.00	1,314.50	154 LF	**" WELDED STEEL PIPE, ****" THICK, GRADE B IN SOIL (15", 0.375")	330	0973100000-E	0027
95,150.00	1,903.00	50 LF	**" WELDED STEEL PIPE, ****" THICK, GRADE B IN SOIL (18", 0.375")	330	0973100000-E	0028
205,766.00	2,189.00	94 LF	**" WELDED STEEL PIPE, ****" THICK, GRADE B IN SOIL (30", 0.500")	330	0973100000-E	0029
232,848.00	1,512.00	154 LF	**" WELDED STEEL PIPE, ****" THICK, GRADE B NOT IN SOIL (15", 0.375")	330	0973300000-E	0030
103,687.50	2,073.75	50 LF	**" WELDED STEEL PIPE, ****" THICK, GRADE B NOT IN SOIL (18", 0.375")	330	0973300000-E	0031
224,542.50	2,388.75	94 LF	**" WELDED STEEL PIPE, ****" THICK, GRADE B NOT IN SOIL (30", 0.500")	330	0973300000-E	0032
32,790.00	10.00	3,279 LF	PIPE REMOVAL	340	0995000000-E	0033
7,500.00	15.00	500 CY	SHALLOW UNDERCUT	505	1099500000-E	0034
42,000.00	28.00	1,500 TON	CLASS IV SUBGRADE STABILIZATION	505	1099700000-E	0035
3,000.00	3.00	1,000 SY	GEOTEXTILE FOR SUBGRADE STABILIZATION	505	1112000000-E	0036
40,000.00	40.00		INCIDENTAL STONE BASE	545	1220000000-E	0037
22,740.00	6.00	3,790 GAL	PRIME COAT	600	1275000000-E	0038
17,400.00	12.00	1,450 SY	INCIDENTAL MILLING	607	1330000000-E	0039
1,088,550.00	123.00	8,850 TON	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	610	1503000000-E	0040
22,080.00	138.00	160 TON	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	610	1519000000-E	0041
1,262,700.00	138.00	9,150 TON	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	610	1523000000-E	0042

Contract Item Sheets For C204937								
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid		
0043	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	2,600 TON	250.00	650,000.00		
0044	2022000000-E	815	SUBDRAIN EXCAVATION	201.6 CY	1.00	201.60		
0045	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	900 SY	2.00	1,800.00		
0046	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	151.2 CY	60.00	9,072.00		
0047	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	900 LF	18.00	16,200.00		
0048	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA	500.00	1,000.00		
0049	2077000000-E	815	6" OUTLET PIPE	12 LF	18.00	216.00		
0050	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	7 EA	300.00	2,100.00		
0051	2209000000-E	838	ENDWALLS	2.3 CY	1,500.00	3,450.00		
0052	2253000000-E	840	PIPE COLLARS	0.85 CY	1,500.00	1,269.00		
0053	2264000000-E	840	PIPE PLUGS	0.05 CY	5,000.00	225.00		
0054	2275000000-E	SP	FLOWABLE FILL	9 CY	1,200.00	10,800.00		
0055	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	115 EA	3,806.00	437,690.00		
0056	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	33 LF	800.00	26,400.00		
0057	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	23 EA	800.00	18,400.00		
0058	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	6 EA	750.00	4,500.00		
0059	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	8 EA	900.00	7,200.00		
0060	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	30 EA	900.00	27,000.00		
0061	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	38 EA	900.00	34,200.00		
0062	2396000000-N	840	FRAME WITH COVER, STD 840.54	8 EA	500.00	4,000.00		
0063	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	19 EA	1,700.00	32,300.00		

Contract Item Sheets For C204937								
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid		
0064	2535000000-E	846	**" X **" CONCRETE CURB (8" X 12")	50 LF	59.00	2,950.00		
0065	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	10,180 LF	33.00	335,940.00		
0066	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	15,170 LF	41.00	621,970.00		
0067	2591000000-E	848	4" CONCRETE SIDEWALK	7,150 SY	64.00	457,600.00		
0068	2605000000-N	848	CONCRETE CURB RAMPS	98 EA	3,300.00	323,400.00		
0069	2612000000-E	848	6" CONCRETE DRIVEWAY	680 SY	128.00	87,040.00		
0070	2619000000-E	850	4" CONCRETE PAVED DITCH	10 SY	220.00	2,200.00		
0071	2647000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	1,550 SY	110.00	170,500.00		
0072	2738000000-E	SP	GENERIC PAVING ITEM 7" CONCRETE TRUCK APRON, CLASS AA CONCRETE	980 SY	116.00	113,680.00		
0073	2815000000-N	858	ADJUSTMENT OF DROP INLETS	1 EA	2,000.00	2,000.00		
0074	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA	2,000.00	2,000.00		
0075	3030000000-E	862	STEEL BEAM GUARDRAIL	550 LF	26.00	14,300.00		
0076	3145000000-E	862	EXTRA LENGTH GUARDRAIL POST (**' STEEL) (8')	94 EA	60.00	5,640.00		
0077	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	1 EA	1,100.00	1,100.00		
0078	3288000000-N	862	GUARDRAIL END UNITS, TYPE TL-2	1 EA	3,800.00 3,8			
0079	3575000000-E	SP	GENERIC FENCING ITEM PEDESTRIAN SAFETY RAIL	1,920 LF	180.00 345,6			
0800	3578000000-N	SP	GENERIC FENCING ITEM STEEL BOLLARDS	4 EA	2,000.00	8,000.00		
0081	3628000000-E	876	RIP RAP, CLASS I	75 TON	70.00	5,250.00		
0082	3635000000-E	876	RIP RAP, CLASS II	20 TON	70.00	1,400.00		
0083	3649000000-E	876	RIP RAP, CLASS B	85 TON	70.00	5,950.00		
0084	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	2,315 SY	2.00	4,630.00		

			Contract Item Sheets For C204			
Amount Bid	Unit Bid Price	Quantity Unit	Description	Sec #	ItemNumber	Line #
87.84	24.00	3.66 SF	CONTRACTOR FURNISHED, TYPE *** SIGN (D)	901	4025000000-E	0085
14,682.48	24.00	611.77 SF	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	901	4025000000-E	0086
144.00	24.00	6 SF	CONTRACTOR FURNISHED, TYPE *** SIGN (F)	901	4025000000-E	0087
12,750.00	10.00	1,275 LF	SUPPORTS, 3-LB STEEL U-CHANNEL	903	4072000000-E	0088
600.00	150.00	4 EA	SIGN ERECTION, TYPE D	904	4096000000-N	0089
22,800.00	150.00	152 EA	SIGN ERECTION, TYPE E	904	4102000000-N	0090
180.00	180.00	1 EA	SIGN ERECTION, TYPE F	904	4108000000-N	0091
4,350.00	150.00	29 EA	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (D)	904	4116100000-N	0092
510.00	15.00	34 EA	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	907	4155000000-N	0093
480.00	15.00	32 EA	DISPOSAL OF SUPPORT, U-CHANNEL	907	4192000000-N	0094
22,000.00	10.00	2,200 SF	WORK ZONE SIGNS (STATIONARY)	1110	4400000000-E	0095
6,500.00	10.00	650 SF	WORK ZONE SIGNS (BARRICADE MOUNTED)	1110	4410000000-E	0096
39,600.00	9,900.00	4 EA	PORTABLE CHANGEABLE MESSAGE SIGN	1120	4420000000-N	0097
6,360.00	53.00	120 EA	DRUMS	1130	443000000-N	0098
21,648.00	33.00	656 LF	BARRICADES (TYPE III)	1145	4445000000-E	0099
90,000.00	300.00	300 DAY	FLAGGER	1150	4455000000-N	0100
12,000.00	40.00	300 EA	SKINNY DRUM	1180	4516000000-N	0101
660.00	15.00	44 EA	TEMPORARY RAISED PAVEMENT MARKERS	1251	4650000000-N	0102
44,766.00	2.00	22,383 LF	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	1205	4685000000-E	0103
8,478.00	6.00	1,413 LF	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1205	4695000000-E	0104
30,719.00	17.00	1,807 LF	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	1205	4709000000-E	0105

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0106	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	42 EA	210.00	8,820.00
0107	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	113 EA	412.00	46,556.00
0108	4726110000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	42 EA	632.00	26,544.00
0109	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	49,500 LF	0.70	34,650.00
0110	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	100 LF	6.00	600.00
0111	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	50,000 LF	0.70	35,000.00
0112	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	150 LF	5.00	750.00
0113	4905100000-N	1253	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	532 EA	47.00	25,004.00
0114	5255000000-N	1413	PORTABLE LIGHTING	LUMP SUM	160,000.00	160,000.00
0115	5319000000-E	1505	CLASS B CONCRETE FOR ENCASING UTILITY LINES	2 CY	900.00	1,800.00
0116	5325200000-E	1510	2" WATER LINE	63 LF	93.00	5,859.00
0117	5325600000-E	1510	6" WATER LINE	1,727 LF	110.00	189,970.00
0118	5325800000-E	1510	8" WATER LINE	6,130 LF	150.00	919,500.00
0119	5326200000-E	1510	12" WATER LINE	620 LF	190.00	117,800.00
0120	5327000000-E	1510	20" WATER LINE	48 LF	500.00	24,000.00
0121	5328000000-E	1510	30" WATER LINE	1,178 LF	700.00	824,600.00
0122	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	37,957 LB	11.00	417,527.00
0123	5536000000-E	1515	2" VALVE	2 EA	1,600.00	3,200.00
0124	5538000000-E	1515	4" VALVE	1 EA	1,800.00	1,800.00
0125	5540000000-E	1515	6" VALVE	30 EA	2,300.00	69,000.00
0126	5546000000-E	1515	8" VALVE	22 EA	3,000.00	66,000.00
0127	5558000000-E	1515	12" VALVE	4 EA	20,000.00	80,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0128	5560000000-E	1515	30" VALVE	4 EA	34,000.00	136,000.00
0129	5588000000-E	1515	*" AIR RELEASE VALVE (1")	8 EA	3,000.00	24,000.00
0130	5648000000-N	1515	RELOCATE WATER METER	34 EA	4,100.00	139,400.00
0131	5649000000-N	1515	RECONNECT WATER METER	9 EA	3,300.00	29,700.00
0132	5666000000-N	1515	FIRE HYDRANT	3 EA	7,000.00	21,000.00
0133	5672000000-N	1515	RELOCATE FIRE HYDRANT	6 EA	3,000.00	18,000.00
0134	5673000000-E	1515	FIRE HYDRANT LEG	63 LF	170.00	10,710.00
0135	5679600000-E	1515	24" LINE STOP	2 EA	69,000.00	138,000.00
0136	5686000000-E	1515	**" WATER SERVICE LINE (2")	15 LF	40.00	600.00
0137	5686500000-E	1515	WATER SERVICE LINE	1,247 LF	38.00	47,386.00
0138	5691300000-E	1520	8" SANITARY GRAVITY SEWER	3,177 LF	124.00	393,948.00
0139	5709100000-E	1520	2" FORCE MAIN SEWER	269 LF	65.00	17,485.00
0140	5709200000-E	1520	4" FORCE MAIN SEWER	403 LF	68.00	27,404.00
0141	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	4 EA	1,500.00	6,000.00
0142	5768500000-E	1520	SEWER SERVICE LINE	448 LF	83.00	37,184.00
0143	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	282 LB	8.00	2,256.00
0144	5775000000-E	1525	4' DIA UTILITY MANHOLE	23 EA	9,900.00	227,700.00
0145	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	61.7 LF	1,000.00	61,700.00
0146	5800000000-E	1530	ABANDON 6" UTILITY PIPE	2,699 LF	8.00	21,592.00
0147	5801000000-E	1530	ABANDON 8" UTILITY PIPE	5,019 LF	14.00	70,266.00
0148	5804000000-E	1530	ABANDON 12" UTILITY PIPE	446 LF	18.00	8,028.00
0149	5813000000-E	1530	ABANDON 24" UTILITY PIPE	1,143 LF	78.00	89,154.00
0150	5815500000-N	1530	REMOVE FIRE HYDRANT	2 EA	500.00	1,000.00

Amount Bid	Unit Bid Price	Quantity Unit	Description	Sec #	ItemNumber	Line #
6,000.00	2,000.00	3 EA	ABANDON UTILITY MANHOLE	1530	5816000000-N	0151
244,000.00	800.00	305 LF	**" ENCASEMENT PIPE (54")	1540	5835000000-E	0152
72,090.00	267.00	270 LF	12" ENCASEMENT PIPE	1540	5835600000-E	0153
174,254.00	302.00	577 LF	16" ENCASEMENT PIPE	1540	5835700000-E	0154
20,185.00	367.00	55 LF	24" ENCASEMENT PIPE	1540	5836000000-E	0155
480,375.00	1,575.00	305 LF	BORE AND JACK OF **" (54")	1550	5872500000-E	0156
120,000.00	60,000.00	2 EA	GENERIC UTILITY ITEM 24" X 20" TAPPING SLEEVE & VALVE	SP	5882000000-N	0157
25,000.00	25,000.00	LUMP SUM	GENERIC UTILITY ITEM 3,500 GALLON OIL WATER SEPARATOR	SP	5912000000-N	0158
407,160.00	87.00	4,680 HR	GENERIC UTILITY ITEM UTILITY COORDINATION	SP	5918000000-N	0159
130,800.00	4.00	32,700 LF	TEMPORARY SILT FENCE	1605	6000000000-E	0160
34,200.00	36.00	950 TON	STONE FOR EROSION CONTROL, CLASS A	1610	6006000000-E	0161
79,200.00	36.00	2,200 TON	STONE FOR EROSION CONTROL, CLASS B	1610	6009000000-E	0162
73,800.00	36.00	2,050 TON	SEDIMENT CONTROL STONE	1610	6012000000-E	0163
39,100.00	1,700.00	23 ACR	TEMPORARY MULCHING	1615	6015000000-E	0164
6,600.00	6.00	1,100 LB	SEED FOR TEMPORARY SEEDING	1620	6018000000-E	0165
13,000.00	2,000.00	6.5 TON	FERTILIZER FOR TEMPORARY SEEDING	1620	6021000000-E	0166
4,000.00	20.00	200 LF	TEMPORARY SLOPE DRAINS	1622	6024000000-E	0167
2,000.00	2.00	1,000 LF	SAFETY FENCE	SP	6029000000-E	0168
66,470.00	11.50	5,780 CY	SILT EXCAVATION	1630	6030000000-E	0169
90,000.00	2.00	45,000 SY	MATTING FOR EROSION CONTROL	1631	6036000000-E	0170
800.00	8.00	100 SY	COIR FIBER MAT	1629	6037000000-E	0171
46,550.00	7.00	6,650 LF	1/4" HARDWARE CLOTH	1632	6042000000-E	0172

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0173	6043000000-E	1644	LOW PERMEABILITY GEOTEXTILE	100 SY	2.00	200.00
0174	6071002000-E	1642	FLOCCULANT	540 LB	24.00	12,960.00
0175	6071012000-E	1642	COIR FIBER WATTLE	950 LF	11.00	10,450.00
0176	6071030000-E	1640	COIR FIBER BAFFLE	300 LF	12.00	3,600.00
0177	6071050000-E	1644	**" SKIMMER (2-1/2")	1 EA	2,600.00	2,600.00
0178	6084000000-E	1660	SEEDING & MULCHING	15 ACR	4,100.00	61,500.00
0179	6087000000-E	1660	MOWING	12 ACR	100.00	1,200.00
0180	6090000000-E	1661	SEED FOR REPAIR SEEDING	250 LB	7.00	1,750.00
0181	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.75 TON	1,500.00	1,125.00
0182	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	400 LB	7.00	2,800.00
0183	6108000000-E	1665	FERTILIZER TOPDRESSING	11.5 TON	1,800.00	20,700.00
0184	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	10.00	100.00
0185	6114800000-N	SP	MANUAL LITTER REMOVAL	7 MHR	40.00	280.00
0186	6114900000-E	SP	LITTER DISPOSAL	2 TON	250.00	500.00
0187	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	100 EA	300.00	30,000.00
0188	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	13 EA	200.00	2,600.00
0189	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	8 EA	1,100.00	8,800.00
0190	7060000000-E	1705	SIGNAL CABLE	3,610 LF	5.00	18,050.00
0191	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	18 EA	1,300.00	23,400.00
0192	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	8 EA	1,500.00	12,000.00
0193	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	9 EA	1,800.00	16,200.00
0194	7264000000-E	1710	MESSENGER CABLE (3/8")	665 LF	5.00	3,325.00
0195	7288000000-E	1715	PAVED TRENCHING (*********) (1, 2")	20 LF	33.00	660.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0196	7288000000-E	1715	PAVED TRENCHING (*********) (2, 2")	100 LF	36.00	3,600.00
0197	7300000000-E	1715	UNPAVED TRENCHING (********) (1, 2")	465 LF	18.00	8,370.00
0198	7300000000-E	1715	UNPAVED TRENCHING (********) (2, 2")	20 LF	20.00	400.00
0199	7300000000-E	1715	UNPAVED TRENCHING (********) (3, 2")	20 LF	24.00	480.00
0200	7301000000-E	1715	DIRECTIONAL DRILL (********) (2, 2")	330 LF	30.00	9,900.00
0201	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	9 EA	500.00	4,500.00
0202	7360000000-N	1720	WOOD POLE	7 EA	1,800.00	12,600.00
0203	7372000000-N	1721	GUY ASSEMBLY	14 EA	700.00	9,800.00
0204	7408000000-E	1722	1" RISER WITH WEATHERHEAD	2 EA	800.00	1,600.00
0205	7420000000-E	1722	2" RISER WITH WEATHERHEAD	2 EA	1,100.00	2,200.00
0206	7456100000-E	1726	LEAD-IN CABLE (14-2)	100 LF	5.00	500.00
0207	7575142060-N	1737	MODIFY RADIO INSTALLATION	1 EA	2,500.00	2,500.00
0208	7588000000-N	SP	METAL POLE WITH SINGLE MAST ARM	2 EA	28,000.00	56,000.00
0209	7590000000-N	SP	METAL POLE WITH DUAL MAST ARM	1 EA	53,000.00	53,000.00
0210	7613000000-N	SP	SOIL TEST	3 EA	4,000.00	12,000.00
0211	7614100000-E	SP	DRILLED PIER FOUNDATION	33 CY	1,200.00	39,600.00
0212	7631000000-N	SP	MAST ARM WITH METAL POLE DESIGN	3 EA	550.00	1,650.00
0213	7636000000-N	1745	SIGN FOR SIGNALS	8 EA	660.00	5,280.00
0214	7642100000-N	1743	TYPE I POST WITH FOUNDATION	8 EA	2,000.00	16,000.00
0215	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	2 EA	2,800.00	5,600.00
0216	7684000000-N	1750	SIGNAL CABINET FOUNDATION	2 EA	2,000.00	4,000.00
0217	7720000000-N	1751	CONTROLLER WITH CABINET (TYPE 170E, BASE MOUNTED)	2 EA	26,000.00	52,000.00
0218	7901000000-N	1753	CABINET BASE EXTENDER	2 EA	650.00	1,300.00

	Page	э:	11	of	12
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PROTECTIVE COATING FOR SINGLE MAST ARM POLE (HUNTER GREEN)  7980000000-N  SP GENERIC SIGNAL ITEM PROTECTIVE COATING FOR TYPE I PUSHBUTTON POST (HUNTER GREEN)  2 500.00  60224  7980000000-N  SP GENERIC SIGNAL ITEM PROTECTIVE COATING FOR TYPE I SIGNAL PEDESTAL (HUNTER GREEN)  60225  7980000000-N  SP GENERIC SIGNAL ITEM PROTECTIVE COATING FOR TYPE II SIGNAL PEDESTAL (HUNTER GREEN)  60226  112100000-N  SP GENERIC SIGNAL ITEM PROTECTIVE COATING FOR TYPE II SIGNAL PEDESTAL (HUNTER GREEN)  610  ASPHALT CONC BASE COURSE FOR TON  610  ASPHALT CONC BASE COURSE, TYPE FOR TON  6228  157500000-E FOR TON  620  ASPHALT BINDER FOR PLANT MIX TON  6229  112100000-E FOR TON  620  AGGREGATE BASE COURSE FOR TON  6220  AGGREGATE BASE COURSE FOR TON  6230  AGGREGATE BASE COURSE FOR TON  6230  AGGREGATE BASE COURSE FOR TON  620  AGGREGATE BASE COURSE FOR TON  621  AGGREGATE BASE COURSE FOR TON  622  AGGREGATE BASE COURSE FOR TON  6230  AGGREGATE BASE COURSE FOR TON  6230  AGGREGATE BASE COURSE, TYPE FOR TON  630  AGGREGATE BASE COURSE, TYPE FOR TON  640  AGGREGATE BASE COURSE, TYPE FOR TON  FOR TON  640  AGGREGATE BASE COURSE, TYPE FOR TON  FOR TON  FOR TON  FOR THE PROTECTIVE SOURCE, TYPE FOR THE PRO	Amount Bid	Unit Bid Price	Quantity Unit	Description	Sec De	ItemNumber	Line #
MICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE ZONES   EA	6,600.00	3,300.00	2	TRAFFIC SIGNAL REMOVAL	1757 TR	7948000000-N	0219
PROTECTIVE COATING FOR DUAL   MAST ARM POLE (HUNTER GREEN)	60,000.00	15,000.00		MICROWAVE VEHICLE DETECTION	MIG	7980000000-N	0220
PROTECTIVE COATING FOR SINGLE MAST ARM POLE (HUNTER GREEN)  7980000000-N  SP GENERIC SIGNAL ITEM PROTECTIVE COATING FOR TYPE I PUSHBUTTON POST (HUNTER GREEN)  2 500.00  REEN)  SP GENERIC SIGNAL ITEM PROTECTIVE COATING FOR TYPE I PUSHBUTTON POST (HUNTER SIGNAL PEDESTAL (HUNTER GREEN)  2 500.00  RECTANGULAR RAPID FLASHING EA  SIGNAL PEDESTAL (HUNTER GREEN)  SP GENERIC SIGNAL ITEM RECTANGULAR RAPID FLASHING EA  SIGNAL PEDESTAL (HUNTER GREEN)  SP GENERIC SIGNAL ITEM RECTANGULAR RAPID FLASHING EA  SIGNAL PEDESTAL (HUNTER GREEN)  SP GENERIC SIGNAL ITEM RECTANGULAR RAPID FLASHING EA  SIGNAL PEDESTAL (HUNTER GREEN)  SP GENERIC SIGNAL ITEM RECTANGULAR RAPID FLASHING EA  SIGNAL PEDESTAL (HUNTER GREEN)  SP GENERIC SIGNAL ITEM RECTANGULAR RAPID FLASHING EA  13,000.00  BEACON ASSEMBLY  SP GENERIC SIGNAL ITEM RECTANGULAR RAPID FLASHING EA  SIGNAL PEDESTAL (HUNTER GREEN)  SIGNAL PEDESTAL (HUNTER	5,500.00	5,500.00		PROTECTIVE COATING FOR DUAL	PR	7980000000-N	0221
PROTECTIVE COATING FOR TYPE   EA	5,600.00	2,800.00		PROTECTIVE COATING FOR SINGLE	PR	7980000000-N	0222
PROTECTIVE COATING FOR TYPE II SIGNAL PEDESTAL (HUNTER GREEN)  7980000000-N  SP GENERIC SIGNAL ITEM RECTANGULAR RAPID FLASHING BEACON ASSEMBLY  BEGIN SCHEDULE AA****** (2 ALTERNATES)  0226 1121000000-E 520 AGGREGATE BASE COURSE TON  0227 1491000000-E 610 ASPHALT CONC BASE COURSE, TYPE 15,990 AA1  0228 1575000000-E 620 ASPHALT BINDER FOR PLANT MIX TON  0229 1121000000-E 520 AGGREGATE BASE COURSE TON  0228 1575000000-E 620 ASPHALT BINDER FOR PLANT MIX TON  0229 1121000000-E 520 AGGREGATE BASE COURSE TON  0220 1121000000-E 620 ASPHALT BINDER FOR PLANT MIX TON  0230 1491000000-E 520 AGGREGATE BASE COURSE 10,400 TON  0230 1491000000-E 610 ASPHALT CONC BASE COURSE, TYPE 14,300 TON  0230 1491000000-E 610 ASPHALT CONC BASE COURSE, TYPE 14,300 TON	4,000.00	500.00		PROTECTIVE COATING FOR TYPE I PUSHBUTTON POST (HUNTER	PR PU	7980000000-N	0223
RECTANGULAR RAPID FLASHING BEACON ASSEMBLY  ***********************************	1,000.00	500.00		PROTECTIVE COATING FOR TYPE II	PR	7980000000-N	0224
121000000-E   520   AGGREGATE BASE COURSE   5,820   TON	52,000.00	13,000.00	•	RECTANGULAR RAPID FLASHING	RE	7980000000-N	0225
121000000-E   520   AGGREGATE BASE COURSE   5,820   TON			***	****** BEGIN SCHEDULE AA***			
AA1 TÓN  0227							
B25.0C         TON           0228 AA1         1575000000-E         620         ASPHALT BINDER FOR PLANT MIX         1,830 TON           *** OR ***           0229 AA2         1121000000-E         520         AGGREGATE BASE COURSE TON         10,400 TON           0230 AA2         1491000000-E         610         ASPHALT CONC BASE COURSE, TYPE B25.0C         14,300 TON				20 AGGREGATE BASE COURSE	520	1121000000-E	
AA1  **** OR ***  0229			SE, TYPE		610	1491000000-E	
0229         1121000000-E         520         AGGREGATE BASE COURSE         10,400 TON           0230         1491000000-E         610         ASPHALT CONC BASE COURSE, TYPE B25.0C         14,300 TON			MIX	20 ASPHALT BINDER FOR PLANT	620	1575000000-E	
AA2  0230 1491000000-E 610 ASPHALT CONC BASE COURSE, TYPE 14,300 AA2  B25.0C TON				*** OR ***			
AA2 B25.0C TON	312,000.00		0 AGGREGATE BASE COURSE		520	1121000000-E	
0231 157500000.F 620 ASPHALT BINDER FOR PLANT MIX 1 755	1,730,300.00		SE, TYPE			1491000000-E	
AA2 TON	1,079,325.00	1,755 TON	MIX	20 ASPHALT BINDER FOR PLANT	620	1575000000-E	0231 AA2
*** END SCHEDULE AA***				*** END SCHEDULE AA***			

Aug 28, 2024 1:25 PM

### North Carolina Department of Transportation Contract Item Sheets For C204937

Page: 12 of 12

Line	ItemNumber	Sec	Description	Quantity	Unit Bid	Amount
#		#		Unit	Price	Bid
			WALL ITEMS			
0232	8802014000-E	SP	SOLDIER PILE RETAINING WALLS	6,160 SF	263.00	1,620,080.00
0233	8802031000-E	455	PRECAST GRAVITY RETAINING WALLS	1,439 SF	167.44	240,946.16
0234	8847000000-E	SP	GENERIC RETAINING WALL ITEM MSE RETAINING WALL WITH CIP CONCRETE FACE	5,585 SF	242.00	1,351,570.00
			TOTAL AM	OUNT OF BID FOR ENT	IRE PROJECT	\$28,223,125.08

1325/Aug28/Q467378.871/D1013750491060/E234

## NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

### **CORPORATION**

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 bona fide 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.

### SIGNATURE OF PREQUALIFIED BIDDER

_	TEHHOCA	CONSTRUCTION	COMPAHY
		Full name of Corp	The state of the s
	P.O. BOX 2	379, CANDLER,	hc 18112
Attest		Address as Prequ	alified  Jan Go
	Secretary/Assista		President Vice President Assistant Vice President
Brose	(Select appropri		(Select appropriate title)  TIMOTHY M. GOODSON
	Print or Type Si	ener's name	Print or Type Signer's name

CORPORATE SEAL

Contract No. County

2204937	
HENDERSON	

#### **DEBARMENT CERTIFICATION**

#### Conditions for certification:

- 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.

1 1	Theck here if an explanation is attached to this ertification.
c	ertification.

County (ies): <u>Henderson</u>
ACCEPTED BY THE DEPARTMENT OF TRANSPORTATION
Signed by:  Ronald E. Davenport, Jr.  52C46046381F443 Contract Officer
S2C46046381F443 Contract Officer
09/10/2024
Date
Execution of Contract and Bonds
Approved as to Form:
Signed by:
Jessica Price Attorney General
B584472DA33F432
09/10/2024
Date

C204937

**Contract No.** 

Contract	No.
County	

C204937	
Hondorson	

Rev 2-1-10

#### CONTRACT PAYMENT BOND

Date of Payment Bond Execution	September 3, 2024
Name of Principal Contractor	Tennoca Construction Company
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:	\$28,223,125.08
Contract ID No.:	C204937
County Name:	Henderson

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
Country	

C204937

Henderson

Rev 2 -1 -1 0

### CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By David Brett Shaffer, Attorney-in-Fact

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Donna Fiehler

Print or type Signer's name

Henderson

### CONTRACT PAYMENT BOND

### **CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

# Travelers Casualty and Surety Company of America

Full name of Corporation

PO Box 2379 Candler, NC 28715

Address as prequalified

Corporate Seal

Signature of President Vice President Assistant Vice President Select appropriate title

Print or type Signer's name

Attest

Signature of Secretary, Assistant Secretary Select appropriate title

Print or type Signer's name

Burner V. bonson

Contract	No
County	

C204937		
Henderson	_	

Rev 2-1 -1 0

Bond No. 108114849

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _	September 3, 2024	
Name of Principal Contractor:	Tennoca Construction Company	
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:	\$28,223,125.08	
Contract ID No.:	C204937	
County Name:	Henderson	

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 PERFORMANCE BOND

Affix Seal of Surety Company

Travelors Casualty and Surely Co of America.
Print or type Surety Company Name

By David Brett Shaffer Attorney-in-Fact
Print, stamp or type name of Attorney- in-F act

Signature of Attorney-in-Fact

Signature of Witness

Donna Fiehler

Print or type Signer's name

800 Beverly Hanks Centre Hendersonville, NC 28792 Address of Attorney-In-Fact

### CONTRACT PERFORMANCE BOND

### **CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

**Tennoca Construction Company** 

Henderson

Full name of Corporation

PO Box 2379 Candler, NC 28715

Address as prequalified

Affix Corporate Seal

By

Signature of President Vice President Assistant Vice President Select appropriate title

CORPORATE

TIMOTHY M. GOODSON

Print or type Signer's name

Attest

Signature of Secretary. Assistant Secretary

Select appropriate title

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

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 AMY M TAYLER of HENDERSONVILLE , North Carolina , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, 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

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

Robert L. Raney, Senior Vice President

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 Senior Vice President, any Senior Vice President, any Senior Vice President, any 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 3rd day of September , 2024

Kevin E. Hughes, Assistant Secretary

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