

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

C204665

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C204665

WBS 54034.3.2 STATE FUNDED

T.I.P NO. U-5754

COUNTY OF GUILFORD

THIS IS THE ROADWAY CONTRACT

ROUTE NUMBER US 29 LENGTH 1.018 MILES

LOCATION US-29/US-70/US-220 (O'HENRY BLVD) FROM I-40/I-85 BUS TO  
SOUTH OF FLORIDA ST IN GREENSBORO.

CONTRACTOR BRANCH CIVIL INC

ADDRESS P.O. BOX 40004

ROANOKE, VA 24022

BIDS OPENED NOVEMBER 16, 2021

CONTRACT EXECUTION Dec 20, 2021

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

PROPOSAL

DATE AND TIME OF BID OPENING: **NOVEMBER 16, 2021 AT 2:00 PM**

CONTRACT ID C204665  
WBS 54034.3.2

FEDERAL-AID NO. STATE FUNDED

COUNTY GUILFORD

T.I.P. NO. U-5754

MILES 1.018

ROUTE NO. US 29

LOCATION US-29/US-70/US-220 (O'HENRY BLVD) FROM I-40/I-85 BUS TO  
SOUTH OF FLORIDA ST IN GREENSBORO.

TYPE OF WORK GRADING, PAVING, AND DRAINAGE.

**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 PROPOSAL**

**5% BID BOND OR BID DEPOSIT REQUIRED**

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**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C204665 IN GUILFORD COUNTY, NORTH CAROLINA**

Date \_\_\_\_\_ 20 \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C204665** 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 2018 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 State Highway Contract No. **C204665** in **Guilford 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 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer.

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

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

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



*State Contract Officer*

DocuSigned by:

*Ronald E. Davenport, Jr.*

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10/11/2021

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

(4-17-12)

108

SP1 G07 C

The date of availability for this contract is **March 15, 2022**.

The completion date for this contract is **March 14, 2023**.

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

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

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

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

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **March 15, 2022**.

The completion date for this intermediate contract time is **September 15, 2022**.

The liquidated damages for this intermediate contract time are **One Thousand One Hundred Dollars (\$ 1,100.00)** per calendar day.

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

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SP1 G14 A

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

**DAY AND TIME RESTRICTIONS****Monday thru Friday****6:00 AM to 8:00 PM**

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

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 AM** December 31<sup>st</sup> and **8:00 PM** January 2<sup>nd</sup>. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 PM** the following Tuesday.
3. For **Easter**, between the hours of **6:00 AM** Thursday and **8:00 PM** Monday.
4. For **Memorial Day**, between the hours of **6:00 AM** Friday and **8:00 PM** Tuesday.
5. For **Independence Day**, between the hours of **6:00 AM** the day before Independence Day and **8:00 PM** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 AM** the Thursday before Independence Day and **8:00 PM** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 AM** Friday and **8:00 PM** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 AM** Tuesday and **8:00 PM** Monday.
8. For **Christmas**, between the hours of **6:00 AM** the Friday before the week of Christmas Day and **8:00 PM** the following Tuesday after the week of Christmas Day.
9. For the **Wyndham Golf Tournament**, between the hours of **6:00 AM** the Friday before the **week of the Tournament** and **8:00 PM** the following Monday after the **week of the Tournament**.
10. For **North Carolina A&T State University Homecoming**, between the hours of **6:00 AM** the Friday before **Homecoming** and **8:00 PM** the **Monday** after **Homecoming**.

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

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

(2-20-07)

108

SP1 G14 D

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **US-29 NB Ramp** during the following time restrictions:

DAY AND TIME RESTRICTIONS  
**Monday at 6:00 AM to Friday at 10:00 PM**

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

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

The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per hour.

**PERMANENT VEGETATION ESTABLISHMENT:**

(2-16-12) (Rev. 10-15-13)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2018 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 *2018 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

**MAJOR CONTRACT ITEMS:**

(2-19-02)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *2018 Standard Specifications*):

Line #	Description
15	Asphalt Conc Base Course, Type B25.0C
17	Asphalt Conc Surface Course, Type S9.5D
82	Portable Concrete Barrier

**SPECIALTY ITEMS:**

(7-1-95)(Rev. 7-20-21)

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the *2018 Standard Specifications*).

Line #	Description
38-43	Guardrail
46-70	Signing
86-88, 94-95	Long-Life Pavement Markings
96-97	Permanent Pavement Markers
98-121, 123-139	Lighting
140-163	Erosion Control

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 7-20-21)

109-8

SP1 G43

Revise the *2018 Standard Specifications* as follows:

**Page 1-87, Article 109-8, Fuel Price Adjustments**, add the following:

The base index price for DIESEL #2 FUEL is \$ **2.3102** 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
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
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
___ " Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ___ " Pavement	Gal/SY	0.245

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

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form.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.

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

(7-15-08) (Rev. 5-13-19)

108-2

SP1 G58

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

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2022	(7/01/21 - 6/30/22)	<b>69%</b> of Total Amount Bid
2023	(7/01/22 - 6/30/23)	<b>31%</b> of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 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. 8-17-21)

102-15(J)

SP1 G66

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

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

equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

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

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

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

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

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

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

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

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

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

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

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

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

*Listing of MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet the Combined MBE/WBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

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

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

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

The Combined MBE/WBE Goal for this project is **8.0 %**

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

(A) **Minority Business Enterprises 4.0 %**

- (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 4.0 %**

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

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

**Directory of Transportation Firms (Directory)**

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

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

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

**Listing of MBE/WBE Subcontractors**

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

**(A) Electronic Bids**

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

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

## (B) Paper Bids

- (1) *If the Combined MBE/WBE Goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
  - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word “None” or the number “0.” This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
  - (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE’s or WBE’s participation will not count towards achieving the Combined MBE/WBE Goal.
- (2) *If the Combined MBE/WBE Goal is zero,* entries on the *Listing of MBE and WBE Subcontractors* are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

**MBE or WBE Prime Contractor**

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

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

**Written Documentation – Letter of Intent**

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the Combined MBE/WBE Goal of the contract, indicating the bidder’s commitment to use the

MBE/WBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

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

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

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

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

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

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

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

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

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were



solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE Goal will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names,

addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

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

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

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

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

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

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

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

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

#### **(B) Joint Checks**

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

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

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the anticipated MBE participation. The same holds true for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal requirement. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the MBE or WBE participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified firms and there is no interest or availability,

and they can get assistance from other certified firms, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE breakdown. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

### **Commercially Useful Function**

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually

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

(B) MBE/WBE Utilization in Trucking

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

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

provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.

- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **MBE/WBE Replacement**

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

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

A committed MBE/WBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
  - (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.

- (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).
  - (3) Exception: If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement and overall goal.

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

### **Changes in the Work**

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

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

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



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

### **Reports and Documentation**

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

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

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

### **Reporting Minority and Women Business Enterprise Participation**

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

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

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

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

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

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

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

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

### **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

### **CONTRACTOR'S LICENSE REQUIREMENTS:**

(7-1-95)

102-14

SP1 G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

### **RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:**

(11-17-20)

SP01 G090

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

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

(8-20-19)

SP1 G092

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

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

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

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

**EQUIPMENT IDLING GUIDELINES:**

(1-19-21)

107

SP1 G096

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

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

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

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

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

(7-1-95) (Rev. 8-16-11)

1170-4

SP1 G121

When so authorized by the Engineer, partial materials payments will be made up to 95 percent of the delivered cost of portable concrete barrier, provided that these materials have been delivered on the project and stored in an acceptable manner, and further provided the documents listed in Subarticle 109-5(C) of the *2018 Standard Specifications* have been furnished to the Engineer.

The provisions of Subarticle 109-5(B) of the *2018 Standard Specifications* will apply to the portable concrete barrier.

**MAINTENANCE OF THE PROJECT:**

(11-20-07) (Rev. 1-17-12)

104-10

SP1 G125

Revise the *2018 Standard Specifications* as follows:

**Page 1-39, Article 104-10 Maintenance of the Project, line 25,** 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 1-39, Article 104-10 Maintenance of the Project, line 30,** 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 1-39, Article 104-10 Maintenance of the Project, lines 42-44,** 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.

**ELECTRONIC BIDDING:**

(2-19-19)

101, 102, 103

SP1 G140

Revise the *2018 Standard Specifications* as follows:

**Page 1-4, Article 101-3, DEFINITIONS, BID (OR PROPOSAL) *Electronic Bid*, line 1,** replace “Bid Express®” with “the approved electronic bidding provider”.

**Page 1-15, Subarticle 102-8(B), Electronic Bids, lines 39-40,** replace “to Bid Express®” with “via the approved electronic bidding provider”.

**Page 1-15, Subarticle 102-8(B)(1), Electronic Bids, line 41,** delete “from Bid Express®”

**Page 1-17, Subarticle 102-9(C)(2), Electronic Bids, line 21,** replace “Bid Express® miscellaneous folder within the .ebs” with “electronic submittal”.

**Page 1-29, Subarticle 103-4(C)(2), Electronic Bids, line 32,** replace “.ebs miscellaneous data file of Expedite” with “electronic submittal file”

**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

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

**OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

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

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

105-16, 225-2, 16

SP1 G180

**General**

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollution discharge Elimination System (NPDES) permit for the work is required.

Establish a chain of responsibility for operations and subcontractors' operations to ensure that the *Erosion and Sediment Control/Stormwater Pollution Prevention Plan* is implemented and maintained over the life of the contract.

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

**Roles and Responsibilities**

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

- (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
  - (d) Implement the erosion and sediment control/stormwater site plans requested.
  - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
  - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
  - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
  - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
  - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
  - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
  - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.

- (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
  - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
  - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
  - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
  - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
  - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
  - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:



- (1) Foreman in charge of grading activities
- (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
- (3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

If a Level I *Certified Installer* is not onsite, the Contractor may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

- (D) *Certified Designer* - Include the certification number of the Level III Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III Certified Designer on the design of the project erosion and sediment control/stormwater plan.

### **Preconstruction Meeting**

Furnish the names of the *Certified Erosion and Sediment Control/Stormwater Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* and notify the Engineer of changes in certified personnel over the life of the contract within 2 days of change.

## **Ethical Responsibility**

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

## **Revocation or Suspension of Certification**

Upon recommendation of the Chief Engineer to the certification entity, certification for *Supervisor, Certified Foremen, Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA), Notice of Violation (NOV)*, or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

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

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

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

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

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

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the certificant.

If a certification is temporarily suspended, the certificant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

### **Measurement and Payment**

*Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer* will be incidental to the project for which no direct compensation will be made.

### **PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:**

(2-20-07) (Rev. 4-5-19)

105-16, 230, 801

SP1 G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

If during any operating day, the downstream water quality exceeds the standard, the Contractor shall do all of the following:

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.
- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.
- (D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *2018 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of

wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

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

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

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

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

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

(9-17-02) (Rev.8-18-15)

200

SP2 R02A

Perform clearing on this project to the limits established by Method "II" shown on Standard Drawing No. 200.02 of the *2018 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

**BURNING RESTRICTIONS:**

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

**SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02)

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 *2018 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 *2018 Standard Specifications* for *Borrow Excavation*.

**POLYPROPYLENE CULVERT PIPE:**

(8-20-19)

305,310

SP3 R35

Revise the *2018 Standard Specifications* as follows:

**Page 3-5, Article 305-1 DESCRIPTION**, lines 12-14, replace with the following:

Where shown in the plans, the Contractor may use reinforced concrete pipe, aluminum alloy pipe, aluminized corrugated steel pipe, HDPE pipe, Polypropylene Pipe, or PVC pipe in accordance with the following requirements.

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

<b>Item</b>	<b>Section</b>
Polypropylene Pipe	1032-9

**Page 3-6, Article 310-2 MATERIALS**, add the following after line 9:

<b>Item</b>	<b>Section</b>
Polypropylene Pipe	1032-9

**Page 3-6, Article 310-4 SIDE DRAIN PIPE**, lines 24-25, replace the first sentence of the second paragraph with the following:

Where shown in the plans, side drain pipe may be Class II reinforced concrete pipe, aluminized corrugated steel pipe, corrugated aluminum alloy pipe, polypropylene pipe, HDPE pipe or PVC pipe.

**Page 3-7, Article 310-5 PIPE END SECTIONS**, lines 2-4, replace the second sentence with the following:

Both corrugated steel and concrete pipe end sections will work on concrete pipe, corrugated steel pipe, polypropylene pipe, and HDPE smooth lined corrugated plastic pipe.

**Page 3-7, Article 310-6 MEASUREMENT AND PAYMENT**, add the following after line 14:

<b>Pay Item</b>	<b>Pay Unit</b>
___" Polypropylene Pipe	Linear Foot

**Page 10-60, add Article 1032-9:**

**(A) General**

Use polypropylene pipe from sources participating in the Department's Polypropylene Pipe QA/QC Program. A list of participating sources is available from the Materials and Tests Unit. The Department will remove a manufacturer of polypropylene pipe from this program if the monitoring efforts indicated that non-specification material is being provided or test procedures are not being followed.

Use polypropylene culvert pipe that meets AASHTO M 330 for Type S or Type D, or ASTM F2881 or ASTM F2764 Double or Triple wall; and has been evaluated by NTPEP.

**(B) End Treatments, Pipe Tees and Elbows**

End treatments, pipe tees and elbows shall meet AASHTO M 330, Section 7.7, or ASTM F2764, Section 6.6.

**(C) Marking**

Clearly mark each section of pipe, end section, tee and elbow and other accessories according to the Department's Polypropylene Pipe QC/QA Program:

- (1) AASHTO or ASTM Designation
- (2) The date of manufacture
- (3) Name or trademark of the manufacturer

When polypropylene pipe, end sections, tees and elbows have been inspected and accepted a sticker will be applied to the inside of the pipe. Do not use pipe sections, flared end sections, tees or elbows which do not have this seal of approval.

**AGGREGATE SUBGRADE:**

(5-15-18)

505

SP5 R8

Revise the *2018 Standard Specifications* as follows:

**Page 5-8, Article 505-1 DESCRIPTION, lines 4-6**, replace the paragraph with the following:

Construct aggregate subgrades in accordance with the contract. Install geotextile for soil stabilization and place Class IV subgrade stabilization at locations shown in the plans and as directed.

Undercut natural soil materials if necessary to construct aggregate subgrades. Define “subbase” as the portion of the roadbed below the Class IV subgrade stabilization. For Type 2 aggregate subgrades, undercut subbases as needed. The types of aggregate subgrade with thickness and compaction requirements for each are as shown below.

**Type 1** – A 6 to 24 inch thick aggregate subgrade with Class IV subgrade stabilization compacted to 92% of AASHTO T 180 as modified by the Department or to the highest density that can be reasonably obtained.

**Type 2** – An 8 inch thick aggregate subgrade on a proof rolled subbase with Class IV subgrade stabilization compacted to 97% of AASHTO T 180 as modified by the Department.

**Page 5-8, Article 505-3 CONSTRUCTION METHODS, line 12**, insert the following after the first sentence of the first paragraph:

For Type 2 aggregate subgrades, proof roll subbases in accordance with Section 260 before installing geotextile for soil stabilization.

**Page 5-8, Article 505-3 CONSTRUCTION METHODS, lines 16-17**, replace the last sentence of the first paragraph with the following:

Compact ABC as required for the type of aggregate subgrade constructed.

**Page 5-8, Article 505-4 MEASUREMENT AND PAYMENT, line 26**, insert the following after the last sentence of the first paragraph:

*Undercut Excavation* of natural soil materials from subbases for Type 2 aggregate subgrades will be measured and paid in accordance with Article 225-7 or 226-3. No measurement will be made for any undercut excavation of fill materials from subbases.

**PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:**

(11-21-00)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2018 Standard Specifications*.

The base price index for asphalt binder for plant mix is \$ **502.73** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **October 1, 2021**.

**FINAL SURFACE TESTING NOT REQUIRED:**

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

610

SP6 R45

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

**MILLING ASPHALT PAVEMENT:**

(1-15-19)

607

SP6 R59

Revise the *2018 Standard Specifications* as follows:

**Page 6-5, Article 607-2, EQUIPMENT, lines 14-16**, delete the seventh sentence of this Article and replace with the following:

Use either a non-contacting laser or sonar type ski system with a minimum of three referencing stations mounted on the milling machine at a length of at least 24 feet.

**OPEN GRADED ASPHALT FRICTION COURSE:**

(1-15-19)

650

SP6 R63

Revise the *2018 Standard Specifications* as follows:

**Page 6-37, Article 650-5, CONSTRUCTION METHODS, lines 2-4**, delete items (A) and (B) and replace with the following:

- (A) Use Asphalt Binder Grade PG 58-28, Grade PG 64-22 tack coat material, or an approved non-tracking hot-applied (NTHA) asphalt tack coat material.
- (B) Uniformly apply the asphalt binder tack coat material at an applied rate of 0.06 to 0.08 gal/sy, or as directed. Uniformly apply the NTHA asphalt tack coat material at a rate of 0.10 to 0.14 gal/sy, or as directed.

**ASPHALT CONCRETE PLANT MIX PAVEMENTS:**

(2-20-18) (Rev.1-15-19)

610, 1012

SP6 R65

Revise the *2018 Standard Specifications* as follows:

**Page 6-14, Table 609-3, LIMITS OF PRECISION FOR TEST RESULTS**, replace with the following:



Mix Property	Limits of Precision
25.0 mm sieve (Base Mix)	± 10.0%
19.0 mm sieve (Base Mix)	± 10.0%
12.5 mm sieve (Intermediate & Type P-57)	± 6.0%
9.5 mm sieve (Surface Mix)	± 5.0%
4.75 mm sieve (Surface Mix)	± 5.0%
2.36 mm sieve (All Mixes, except S4.75A)	± 5.0%
1.18 mm sieve (S4.75A)	± 5.0%
0.075 mm sieve (All Mixes)	± 2.0%
Asphalt Binder Content	± 0.5%
Maximum Specific Gravity ( $G_{mm}$ )	± 0.020
Bulk Specific Gravity ( $G_{mb}$ )	± 0.030
TSR	± 15.0%
QA retest of prepared QC Gyratory Compacted Volumetric Specimens	± 0.015
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Density Gauge Comparison of QC Test	± 2.0% (% Compaction)
QA Density Gauge Verification Test	± 2.0% (% Compaction)

Page 6-17, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT, replace with the following:

Binder Grade	JMF Temperature
PG 58-28; PG 64-22	250 - 290°F
PG 76-22	300 - 325°F

Page 6-17, Subarticle 610-3(C), Job Mix Formula (JMF), lines 38-39, delete the fourth paragraph.

Page 6-18, Subarticle 610-3(C), Job Mix Formula (JMF), line 12, replace “SF9.5A” with “S9.5B”.

Page 6-18, Table 610-3, MIX DESIGN CRITERIA, replace with the following:

Mix Type	Design ESALs millions <sup>A</sup>	Binder PG Grade	Compaction Levels		Max. Rut Depth (mm)	Volumetric Properties <sup>B</sup>			
			G <sub>mm</sub> @			VMA % Min.	VTM %	VFA Min.-Max.	%G <sub>mm</sub> @ N <sub>ini</sub>
			N <sub>ini</sub>	N <sub>des</sub>					
S4.75A	< 1	64 - 22	6	50	11.5	16.0	4.0 - 6.0	65 - 80	≤ 91.5
S9.5B	0 - 3	64 - 22	6	50	9.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S9.5C	3 - 30	64 - 22	7	65	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5

S9.5D	> 30	76 - 22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
I19.0C	ALL	64 - 22	7	65	-	13.5	3.0 - 5.0	65 - 78	≤ 90.5
B25.0C	ALL	64 - 22	7	65	-	12.5	3.0 - 5.0	65 - 78	≤ 90.5
	<b>Design Parameter</b>					<b>Design Criteria</b>			
All Mix Types	Dust to Binder Ratio ( $P_{0.075} / P_{be}$ )					0.6 - 1.4 <sup>C</sup>			
	Tensile Strength Ratio (TSR) <sup>D</sup>					85% Min. <sup>E</sup>			

- A. Based on 20 year design traffic.
- B. Volumetric Properties based on specimens compacted to  $N_{des}$  as modified by the Department.
- C. Dust to Binder Ratio ( $P_{0.075} / P_{be}$ ) for Type S4.75A is 1.0 - 2.0.
- D. NCDOT-T-283 (No Freeze-Thaw cycle required).
- E. TSR for Type S4.75A & B25.0C mixes is 80% minimum.

**Page 6-19, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%),** replace with the following:

**TABLE 610-5  
BINDER GRADE REQUIREMENTS (BASED ON RBR%)**

Mix Type	%RBR ≤ 20%	21% ≤ %RBR ≤ 30%	%RBR ≥ 30%
S4.75A, S9.5B, S9.5C, I19.0C, B25.0C	PG 64-22	PG 64-22 <sup>A</sup>	PG-58-28
S9.5D, OGFC	PG 76-22 <sup>B</sup>	n/a	n/a

- A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.
- B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

**Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT,** replace with the following:

<b>TABLE 610-6 PLACEMENT TEMPERATURES FOR ASPHALT</b>	
Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0C	35°F
I19.0C	35°F
S4.75A, S9.5B, S9.5C	40°F <sup>A</sup>
S9.5D	50°F

- A. For the final layer of surface mixes containing recycled asphalt shingles (RAS), the minimum surface and air temperature shall be 50°F.

**Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 34-35,** delete the second sentence and replace with the following:

Use an MTV for all surface mix regardless of binder grade on Interstate, US Routes, and NC Routes (primary routes) that have 4 or more lanes and median divided.

**Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 36-38,** delete the fourth sentence and replace with the following:

Use MTV for all ramps, loops, Y-line that have 4 or more lanes and are median divided, full width acceleration lanes, full width deceleration lanes, and full width turn lanes that are greater than 1000 feet in length.

**Page 6-23, Table 610-7, DENSITY REQUIREMENTS**, replace with the following:

<b>TABLE 610-7 DENSITY REQUIREMENTS</b>	
<b>Mix Type</b>	<b>Minimum % <math>G_{mm}</math> (Maximum Specific Gravity)</b>
S4.75A	85.0 <sup>A</sup>
S9.5B	90.0
S9.5C, S9.5D, I19.0C, B25.0C	92.0

- A. Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100 lbs/sy or higher.

**Page 6-24, Article 610-13, FINAL SURFACE TESTING, lines 35-36**, delete the second sentence and replace with the following:

Final surface testing is not required on ramps, loops and turn lanes.

**Page 6-26, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 29-30**, delete the second sentence and replace with the following:

Areas excluded from testing by the profiler may be tested using a 10-foot straightedge in accordance with Article 610-12.

**Page 6-27, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 41-46**, delete the eighth and ninth sentence of this paragraph and replace with the following:

Take profiles over the entire length of the final surface travel lane pavement exclusive of structures, approach slabs, paved shoulders, tapers, or other irregular shaped areas of pavement, unless otherwise approved by the Engineer. Test in accordance with this provision all mainline travel lanes, full width acceleration or deceleration lanes and collector lanes.

**Page 6-28, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 1-2**, delete these two lines.

**Page 6-32, Article 610-16 MEASUREMENT AND PAYMENT**, replace with the following:

<b>Pay Item</b>	<b>Pay Unit</b>
Asphalt Concrete Base Course, Type B25.0C	Ton
Asphalt Concrete Intermediate Course, Type I19.0C	Ton
Asphalt Concrete Surface Course, Type S4.75A	Ton
Asphalt Concrete Surface Course, Type S9.5B	Ton
Asphalt Concrete Surface Course, Type S9.5C	Ton
Asphalt Concrete Surface Course, Type S9.5D	Ton

**Page 10-30, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES**, replace with the following:

**TABLE 1012-1  
AGGREGATE CONSENSUS PROPERTIES<sup>A</sup>**

Mix Type	Coarse Aggregate Angularity <sup>B</sup>	Fine Aggregate Angularity % Minimum	Sand Equivalent % Minimum	Flat and Elongated 5 : 1 Ratio % Maximum
<i>Test Method</i>	<i>ASTM D5821</i>	<i>AASHTO T 304</i>	<i>AASHTO T 176</i>	<i>ASTM D4791</i>
S4.75A; S9.5B	75 / -	40	40	-
S9.5C; I19.0C; B25.0C	95 / 90	45	45	10
S9.5D	100 / 100	45	50	10
OGFC	100 / 100	45	45	10
UBWC	100 / 85	45	45	10

A. Requirements apply to the design aggregate blend.

B. 95 / 90 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

### **AUTOMATED MACHINE GUIDANCE**

(1-2-11)

801

SP8 R01

#### **General**

This Special Provision contains requirements to be followed if the Contractor elects to use Global Positioning System (GPS) machine control grading and shall be used in conjunction with Section 801 of the *Standard Specifications*. The use of this technology is referenced as Automated Machine Guidance (AMG).

All equipment using AMG shall be able to generate end results that meet the *Standard Specifications*. Perform test sections for each type of work to be completed with AMG to demonstrate that the system has the capability to achieve acceptable results. If acceptable results cannot be achieved, conform to the requirements for conventional stakeout.

The Contractor shall be responsible for all errors resulting from the use of AMG and shall correct deficiencies to the satisfaction of the Engineer at no cost to the Department.

#### **Submittals**

If the Contractor elects to use AMG, a Digital Terrain Model (DTM) of the design surface and all intermediate surfaces shall be developed and submitted to the Engineer for review.

At least 90 days prior to beginning grading operations, the Contractor shall submit to the Engineer an AMG work plan to include, but not limited to, proposed equipment, control software manufacturer and version, types of work to be completed using AMG, project site calibration report, repetitive calibration methods for construction equipment and rover units to be used for the duration of the project, and local GPS base station to be used for broadcasting differential correction data to rover units (this may include the NC Network RTK). All surveys must be tied to existing project control as established by NCDOT.

**Inspection**

The Engineer will perform quality assurance checks of all work associated with AMG. If it is determined that work is not being performed in a manner that will assure accurate results, the Engineer may require corrective action at no cost to the Department.

The Contractor shall provide the Engineer with one GPS rover unit for use during the duration of the contract. The rover will be loaded with the same model that is used with the AMG and have the same capability as rover units used by the Contractor. The rover will be kept in the possession of the Engineer and will be returned to the Contractor upon completion of the contract. Any maintenance or repairs required for the rover will be the responsibility of the Contractor. Formal training of at least 8 hours shall be provided to the Engineer by the Contractor on the use of the proposed AMG system.

**Subgrade and Base Controls**

If the Contractor elects to use AMG for fine grading and placement of base or other roadway materials, the GPS shall be supplemented with a laser or robotic total station. Include details of the proposed system in the AMG work plan. In addition, the following requirements apply for the use of AMG for subgrade and base construction.

Provide control points at intervals along the project not to exceed 1,000 feet. The horizontal position of these points shall be determined by static GPS sessions or by traverse connection from the original base line control points. The elevation of these control points shall be established using differential leveling from project benchmarks, forming closed loops where practical. A copy of all new control point information shall be provided to the Engineer prior to construction activities.

Provide control points and conventional survey grade stakes at 500 foot intervals and at critical points such as, but not limited to, PCs, PTs, superelevation transition points, and other critical points as requested by the Engineer.

Provide hubs at the top of the finished subgrade at all hinge points on the cross section at 500 foot intervals. These hubs shall be established using conventional survey methods for use by the Engineer to check the accuracy of construction.

**Measurement and Payment**

No direct payment will be made for work required to utilize this provision. All work will be considered incidental to various grading operations.

**SUPPLEMENTAL SURVEYING:**

(4-20-21)

801

SP8 R03

Revise the *2018 Standard Specifications* as follows:

**Page 8-7, Article 801-3 MEASUREMENT AND PAYMENT**, lines 10-11, replace with the following:

*Supplemental Surveying Office Calculations* will be paid at the stated price of \$85.00 per

hour. *Supplemental Field Surveying* will be paid at the stated price of \$145.00 per hour. The

**GUARDRAIL END UNITS, TYPE - TL-3:**

(4-20-04) (Rev. 7-1-17)

862

SP8 R65

**Description**

Furnish and install guardrail end units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2018 Standard Specifications*, and at locations shown in the plans.

**Materials**

Furnish guardrail end units listed on the NCDOT Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail end unit certifying it meets the requirements of the AASHTO Manual for Assessing Safety Hardware, Test Level 3, in accordance with Article 106-2 of the *2018 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail end unit in accordance with Article 105-2 of the *2018 Standard Specifications*.

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

**Construction Methods**

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2018 Standard Specifications* and is incidental to the cost of the guardrail end unit.

**Measurement and Payment**

Measurement and payment will be made in accordance with Article 862-6 of the *2018 Standard Specifications*.

Payment will be made under:

**Pay Item**

Guardrail End Units, Type TL-3

**Pay Unit**

Each

**GUARDRAIL ANCHOR UNITS AND TEMPORARY GUARDRAIL ANCHOR UNITS:**

(1-16-2018)

862

SP8 R70

Guardrail anchor units will be in accordance with the details in the plans and the applicable requirements of Section 862 of the *2018 Standard Specifications*.

Revise the *2018 Standard Specifications* as follows:

**Page 8-42, Article 862-6 MEASUREMENT AND PAYMENT**, add the following:

*Guardrail Anchor Units, Type \_\_\_ and Temporary Guardrail Anchor Units Type \_\_\_* will be measured and paid as units of each completed and accepted. No separate measurement will be made of any rail, terminal sections, posts, offset blocks, concrete, hardware or any other components of the completed unit that are within the pay limits shown in the plans for the unit as all such components will be considered to be part of the unit.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Guardrail Anchor Units, Type _____	Each
Temporary Guardrail Anchor Units, Type _____	Each

**FOUNDATIONS AND ANCHOR ROD ASSEMBLIES FOR METAL POLES:**

(1-17-12) (Rev. 1-16-18)

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 *2018 Standard Specifications* and 2018 Roadway Standard Drawing No. 1743.01.

**Materials**

Refer to the *2018 Standard Specifications*.

<b>Item</b>	<b>Section</b>
Conduit	1091-3

<b>Item</b>	<b>Section</b>
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 *2018 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](http://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 *2018 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 *2018 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 *2018 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 *2018 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 *2018 Standard Specifications*. A drilled pier will be considered defective in accordance with Subarticle 411-5(D) of the *2018 Standard Specifications* and drilled pier acceptance is based in part on the criteria in Article 411-6 of the *2018 Standard Specifications* except for the top of pier tolerances in Subarticle 411-6(C) of the *2018 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 *2018 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 *2018 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 *2018 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 *2018 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:

<b>NUT ROTATION REQUIREMENTS (Turn-of-Nut Pretensioning Method)</b>	
<b>Anchor Rod Diameter, inch</b>	<b>Requirement</b>
$\leq 1 \frac{1}{2}$	1/3 turn (2 flats)
$> 1 \frac{1}{2}$	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:

<b>TORQUE REQUIREMENTS</b>	
<b>Anchor Rod Diameter, inch</b>	<b>Requirement, ft-lb</b>
7/8	180
1	270
1 1/8	380
1 1/4	420
$\geq 1 \frac{1}{2}$	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 *2018 Standard Specifications*. No payment will be made for remediation of unacceptable drilled piers or post repair testing.

## OVERHEAD AND DYNAMIC MESSAGE SIGN FOUNDATIONS:

(1-16-18)

SP9 R07

### Description

Sign foundations include foundations for overhead and dynamic message signs (DMS) supported by metal poles or upright trusses. Sign foundations consist of footings with pedestals or drilled piers with or without grade beams or wings, conduit and anchor rod assemblies. Construct sign foundations in accordance with the contract and accepted submittals. Define “cantilever sign” as an overhead cantilever sign support in accordance with Figure 1-1 of the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*.

### Materials

Use sign foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

### Subsurface Conditions

Assume the following soil parameters and groundwater elevation for sign foundations unless these subsurface conditions are not applicable to sign locations:

- (A) Unit weight ( $\gamma$ ) = 120 pcf,
- (B) Friction angle ( $\phi$ ) = 30°,
- (C) Cohesion ( $c$ ) = 0 psf and
- (D) Groundwater 7 feet below finished grade.

A subsurface investigation is required if the Engineer determines these assumed subsurface conditions do not apply to a sign location and the sign cannot be moved. Subsurface conditions requiring a subsurface investigation include but are not limited to weathered or hard rock, boulders, very soft or loose soil, muck or shallow groundwater. No extension of completion date or time will be allowed for subsurface investigations.

### Subsurface Investigations

Use a prequalified geotechnical consultant to perform one standard penetration test (SPT) boring in accordance with ASTM D1586 at each sign location requiring a subsurface investigation. Rough grade sign locations to within 2 feet of finished grade before beginning drilling. Drill

borings to 2 drilled pier diameters below anticipated pier tip elevations or refusal, whichever is higher.

Use the computer software gINT version V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide boring logs sealed by a geologist or engineer licensed in the state of North Carolina.

### **Sign Foundation Designs**

Design sign foundations for the wind zone and clearances shown in the plans and the slope of finished grade at each sign location. Use the assumed soil parameters and groundwater elevation above for sign foundation designs unless a subsurface investigation is required. For sign locations requiring a subsurface investigation, design sign foundations for the subsurface conditions at each sign location. Design footings, pedestals, drilled piers, grade beams and wings in accordance with the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*. In some instances, conflicts with drainage structures may dictate sign foundation types.

Design footings in accordance with Section 4.4 of the *AASHTO Standard Specifications for Highway Bridges*. Do not use an allowable bearing pressure of more than 3,000 psf for footings. Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges* except reduce ultimate side resistance by 25% for uplift. Use the computer software LPILE version 2016 or later manufactured by Ensoft, Inc. to analyze drilled piers. Provide drilled pier designs with a horizontal deflection of less than 1" at top of piers. For cantilever signs with single drilled pier foundations supporting metal poles, use wings to resist torsion forces. Provide drilled pier designs with a factor of safety of at least 2.0 for torsion.

For drilled pier sign foundations supporting upright trusses, use dual drilled piers connected with a grade beam having a moment of inertia approximately equal to that of either pier. The Broms' method is acceptable to analyze drilled piers with grade beams instead of LPILE. Use a safety factor of at least 3.5 for the Broms' design method in accordance with C13.6.1.1 of the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*.

Submit boring logs, if any, working drawings and design calculations for acceptance in accordance with Article 105-2 of the *2018 Standard Specifications*. Submit working drawings showing plan views, required foundation dimensions and elevations and typical sections with reinforcement, conduit and anchor rod assembly details. Include all boring logs, design calculations and LPILE output for sign foundation design submittals. Have sign foundations designed, detailed and sealed by an engineer licensed in the state of North Carolina.

### **Construction Methods**

Construct footings, pedestals, drilled piers, grade beams and wings and install anchor rod assemblies for sign foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

**Measurement and Payment**

*Overhead Footings* will be measured and paid in cubic yards. Sign foundations will be measured as the cubic yards of foundation concrete for footings, pedestals, drilled piers, grade beams and wings shown in the accepted submittals. The contract unit price for *Overhead Footings* will be full compensation for providing labor, tools, equipment and foundation materials, stabilizing or shoring excavations, supplying and placing concrete, reinforcing steel, conduit, anchor rod assemblies and any incidentals necessary to construct sign foundations. Subsurface investigations required by the Engineer will be paid as extra work in accordance with Article 104-7 of the 2018 *Standard Specifications*.

Payment will be made under:

**Pay Item**

Overhead Footings

**Pay Unit**

Cubic Yard

**PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:**

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the 2018 *Standard Specifications* as follows:

**Page 10-6, Table 1000-1, REQUIREMENTS FOR CONCRETE**, replace with the following:

<b>TABLE 1000-1 REQUIREMENTS FOR CONCRETE</b>											
<b>Class of Concrete</b>	<b>Min. Compressive Strength at 28 days</b>	<b>Maximum Water-Cement Ratio</b>				<b>Consistency Maximum Slump</b>		<b>Cement Content</b>			
		<b>Air-Entrained Concrete</b>		<b>Non-Air-Entrained Concrete</b>		<b>Vibrated</b>	<b>Non-Vibrated</b>	<b>Vibrated</b>		<b>Non-Vibrated</b>	
		<b>Rounded Aggregate</b>	<b>Angular Aggregate</b>	<b>Rounded Aggregate</b>	<b>Angular Aggregate</b>			<b>Min.</b>	<b>Max.</b>	<b>Min.</b>	<b>Max.</b>
		<i>Units</i>	<i>psi</i>					<i>inch</i>	<i>inch</i>	<i>lb/cy</i>	<i>lb/cy</i>
AA	4500	0.381	0.426	---	---	3.5 <sup>A</sup>	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---
Drilled Pier	4500	---	---	0.450	0.450	---	5 – 7 dry 7 - 9 wet	---	---	640	800
A	3000	0.488	0.532	0.550	0.594	3.5 <sup>A</sup>	4.0	564	---	602	---
B	2500	0.488	0.567	0.559	0.630	1.5 machine placed 2.5 <sup>A</sup> hand placed	4.0	508	---	545	---
Sand Light-weight	4500	---	0.420	---	---	4.0 <sup>A</sup>	---	715	---	---	---

Latex Modified	3000 (at 7 days)	0.400	0.400	---	---	6.0	---	658	---	---	---
Flowable Fill excavatable	150 max. (at 56 days)	as needed	as needed	as needed	as needed	---	Flowable	---	---	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	---	Flowable	---	---	100	as needed
Pavement	4500 Design, field	0.559	0.559	---	---	1.5 slip form	---	526	---	---	---
	650 flexural, design only										
Precast	See Table 1077-1	as needed	as needed	---	---	6.0	as needed	as needed	as needed	as needed	as needed
Prestressed	per contract	See Table 1078-1	See Table 1078-1	---	---	8.0	---	564	as needed	---	---

- A. The slump may be increased to 6 inches, provided the increase in slump is achieved by adding a chemical admixture conforming to Section 1024-3. In no case shall the water-cement ratio on the approved design be exceeded. Concrete exhibiting segregation and/or excessive bleeding will be rejected. Utilizing an Admixture to modify slump does not relinquish the contractor's responsibility to ensure the final product quality and overall configuration meets design specifications. Caution should be taken when placing these modified mixes on steep grades to prevent unintended changes to the set slope.

**THERMOPLASTIC PAVEMENT MARKING MATERIAL – COLOR TESTING:**

3-19-19

1087

SP10 R05

Revise the *2018 Standard Specifications* as follows:

**Pages 10-183 and 10-184, Subarticle 1087-7(D)(1)(b) Yellow**, lines 9-11, delete and replace with the following:

Obtain Color Values Y,x,y per ASTM E1349 using C/2° illuminant/observer.  
Results shall be  $Y \geq 45\%$ , and x,y shall fall within PR#1 chart chromaticity limits.

**POLYUREA PAVEMENT MARKING MATERIAL – TYPE 2 TYPICAL CERTIFIED MILL TEST REPORT:**

3-19-19

1087

SP10 R06

Amend the *2018 Standard Specifications* as follows:

**Page 10-184, Subarticle 1087-8 Material Certification**, in accordance with Subarticle 106-3 provide a Type 2 Typical Certified Mill Test Report and a Type 3 Manufacturer's Certification for Polyurea pavement marking material.



When tested, the material shall meet the physical and chemical characteristics provided by the manufacturer. NCDOT reserves the right to compare these test results to baseline test results gathered by the NCDOT Materials and Test Unit.

**NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKERS:**

10-19-21 (Rev. 11-16-21)

1086, 1250, 1253

SP10 R08

Revise the *2018 Standard Specifications* as follows:

**Pages 10-177 and 10-178, Subarticle 1086-3 SNOWPLOWABLE PAVEMENT MARKERS,** delete items (A), (B) and (C)(1) and replace with the following:

**(A) General**

Use non-cast iron snowplowable pavement markers evaluated by NTPEP. The non-cast iron snowplowable pavement marker shall consist of a housing with one or more glass or plastic face lens type reflective lenses to provide the required color designation. The marker shall be designed or installed in a manner that minimizes damage from snowplow blades. Plastic lens faces shall use an abrasion resistant coating.

**(B) Housings**

(1) Dimensions

The dimension, slope and minimum area of reflecting surface shall conform to dimensions as shown in the plans. The minimum area of each reflecting surface shall be 1.44 sq.in.

(2) Materials

Use non-cast iron snowplowable pavement markers that are on the NCDOT Approved Products List.

(3) Surface

The surface of the housing shall be free of scale, dirt, rust, oil, grease or any other contaminant which might reduce its bond to the epoxy adhesive.

(4) Identification

Mark the housing with the manufacturer's name and model number of marker.

**(C) Reflectors**

(1) General

Laminate the reflector to an elastomeric pad and attach with adhesive to the housing. The thickness of the elastomeric pad shall be 0.04".

**Pages 12-14, Subarticle 1250-3(C) Removal of Existing Pavement Markers, lines 19-29,** delete and replace with the following:

Remove the existing raised pavement markers or the snowplowable pavement markers including the housings, before overlaying an existing roadway with pavement. Repair the pavement by filling holes as directed by the Engineer.

When traffic patterns are changed in work zones due to construction or reconstruction, remove all raised pavement markers or snowplowable markers including housings that conflict with the new

traffic pattern before switching traffic to the new traffic pattern. Lens removal in lieu of total housing removal is not an acceptable practice for snowplowable markers.

Properly dispose of the removed pavement markers. No direct payment will be made for removal or disposal of existing pavement markers or repair of pavement, as such work will be incidental to other items in the contract.

**Pages 12-16, Subarticle 1253-1 DESCRIPTION, lines 4-5,** delete and replace with the following:

Furnish, install and maintain non-cast iron snowplowable pavement markers in accordance with the contract.

**Pages 12-16 and 12-17, Subarticle 1253-3 CONSTRUCTION METHODS,** delete items (A), (B) and (C) and replace with the following:

**(A) General**

Bond marker housings to the pavement with epoxy adhesive. Mechanically mix and dispense epoxy adhesives as required by the manufacturer's specifications. Place the markers immediately after the adhesive has been mixed and dispensed.

If saw cutting, milling, or grooving operations are used, promptly remove all resulting debris from the pavement surface. Install the marker housings within 7 calendar days after saw cutting, milling, or grooving the pavement. Remove and dispose of loose material from the slots by brushing, blow cleaning, or vacuuming. Dry the slots before applying the epoxy adhesive. Install non-cast iron snowplowable pavement markers according to the manufacturer's recommendations.

Protect the non-cast iron snowplowable pavement markers until the epoxy has initially cured and is track free.

**(B) Reflector Replacement**

In the event that a reflector is damaged, replace the damaged reflector by using adhesives and methods recommended by the manufacturer of the markers and approved by the Engineer. This work is considered incidental if damage occurs during the initial installation of the marker housings and maintenance of initial non-cast iron snowplowable markers specified in this section. This work will be paid for under the pay item for the type of reflector replacement if the damage occurred after the initial installation of the non-cast iron snowplowable pavement marker.

Missing housings shall be replaced. Broken housings shall be removed and replaced. In both cases the slot for the housings shall be properly prepared prior to installing the new housing; patch the existing marker slots as directed by the Engineer and install the new marker approximately one foot before or after the patch. Removal of broken housings and preparation of slots will be considered incidental to the work of replacing housings.

**Pages 12-17, Subarticle 1253-4 MAINTENANCE, lines 5,** delete and replace with the following:

Maintain all installed non-cast iron snowplowable pavement markers until acceptance.

**Pages 12-17, Subarticle 1253-5 MEASUREMENT AND PAYMENT, lines 7-8,** delete and replace with the following:

*Non-Cast Iron Snowplowable Pavement Markers* will be measured and paid as the actual number of non-cast iron snowplowable pavement markers satisfactorily placed and accepted by the Engineer.

**Pages 12-17, Subarticle 1253-5 MEASUREMENT AND PAYMENT, lines 11,** delete and replace with the following:

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Non-Cast Iron Snowplowable Pavement Marker	Each
Replace Snowplowable Pavement Marker Reflector	Each

**MATERIALS FOR PORTLAND CEMENT CONCRETE:**

(9-15-20)

1000, 1024

SP10 R24

Revise the *2018 Standard Specifications* as follows:

**Page 10-52, Article 1024-4, WATER, lines 3-6,** delete and replace with the following:

Test water from wells at all locations. Test public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell and Washington unless the Engineer waives the testing requirements.

**Page 10-52, Table 1024-2, PHYSICAL PROPERTIES OF WATER,** replace with the following:

<b>Property</b>	<b>Requirement</b>	<b>Test Method</b>
Compression Strength, minimum percent of control at 3 and 7 days	90%	ASTM C1602
Time of set, deviation from control	From 1:00 hr. earlier to 1:30 hr. later	ASTM C1602
pH	4.5 to 8.5	ASTM D1293 *
Chloride Ion Content, Max.	250 ppm	ASTM D512 *
Total Solids Content (Residue), Max.	1,000 ppm	SM 2540B *
Resistivity, Min.	0.500 kohm-cm	ASTM D1125 *

\*Denotes an alternate method is acceptable. Test method used shall be referenced in the test report.

**TEMPORARY SHORING:**

(2-20-07) (Rev. 10-19-21)

SP11 R02

**Description**

Temporary shoring includes cantilever, braced and anchored shoring and temporary mechanically stabilized earth (MSE) walls. Temporary shoring does not include trench boxes. At the 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 2018 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 2018 Roadway Standard Drawing No. 862.02.

## Materials

Refer to the *2018 Standard Specifications*.

Item	Section
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
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 *2018 Standard Specifications*. Use Class IV select material for temporary guardrail and Class A concrete that meets Article 450-2 of the *2018 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 *2018 Standard Specifications*. Splice bars in accordance with Article 1070-9 of the *2018 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](http://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 *2018 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 *2018 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 pcf,

Friction Angle ( $\phi$ )	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 ( $R_c$ ) of 1.0. For temporary geogrid walls with an  $R_c$  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 *2018 Standard Specifications* and 2018 Roadway Standard Drawing No. 1170.01. Use temporary guardrail in accordance with Section 862 of the *2018 Standard Specifications* and 2018 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 *2018 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 *2018 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 *2018 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 *2018 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 Section 1170 of the *2018 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 Section 862 of the *2018 Standard Specifications*.

Payment will be made under:

**Pay Item**  
Temporary Shoring

**Pay Unit**  
Square Foot

**WORK ZONE INSTALLER:**

(7-20-21)

1101, 1150

SP11 R04

Provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control. If multiple temporary traffic control installations or removals are occurring simultaneously, then each shall have a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

A work zone supervisor, in accordance with Article 1101-13 of the *Standard Specifications*, may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way provided they are on site and directing the installation and removal of temporary traffic control.

All other individuals participating in the setup, installation, and removal of temporary traffic control within the highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of the traffic control.

Provide the name and contact information of all qualified work zone installers to the Engineer prior to or at the preconstruction conference. Additionally, provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control are qualified flaggers that have been properly trained through an NCDOT approved training agency.

**EXTRUDED THERMOPLASTIC PAVEMENT MARKING THICKNESS:**

3-19-19

1205

SP12 R05

Revise the *2018 Standard Specifications* as follows:

**Page 12-6, Subarticle 1205-4(A)(1) General, lines 5-8**, delete the second sentence and replace with the following:

Use application equipment that provides multiple width settings ranging from 4 inches to 12 inches and multiple thickness settings to achieve a minimum pavement marking thickness of 0.090 inch above the surface of the pavement.

Page 12-7, Table 1205-3, THICKNESS REQUIREMENTS FOR THERMOPLASTIC, replace with the following:

TABLE 1205-3 MINIMUM THICKNESS REQUIREMENTS FOR THERMOPLASTIC	
Thickness	Location
240 mils	In-lane and shoulder-transverse pavement markings (rumble strips). May be placed in 2 passes.
90 mils	Center lines, skip lines, transverse bands, mini-skip lines, characters, bike lane symbols, crosswalk lines, edge lines, gore lines, diagonals, and arrow symbols

### **ROADWAY LIGHTING FOUNDATIONS:**

(1-16-18)

SP14 R04

#### **Description**

Roadway lighting foundations include foundations for high mount and light standards. High mount foundations for high mount standards and standard foundations for light standards consist of drilled piers or footings with pedestals, conduit and anchor rod assemblies. Construct roadway lighting foundations in accordance with the contract, *2018 Roadway Standard Drawings* and accepted submittals. Define “high mount foundation” as a drilled pier including the conduit and anchor rod assembly that meets 2018 Roadway Standard Drawing No. 1402.01. Define “standard foundation” as a drilled pier or footing with pedestal including the conduit and anchor rod assembly that meets 2018 Roadway Standard Drawing No. 1405.01.

#### **Materials**

Use roadway lighting foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision. Provide metal shrouds for median mounted light standards in accordance with Subarticle 1400-4(I) of the *2018 Standard Specifications*.

#### **Roadway Lighting Foundations**

##### (A) High Mount Foundations

Construct high mount foundations for the wind zone and high mount heights shown in the plans unless the following assumed site conditions are not applicable to high mount locations:

- (E) Soil with unit weight ( $\gamma$ )  $\geq$  120 pcf and friction angle ( $\phi$ )  $\geq$  30°,
- (F) Groundwater at least 7 feet below finished grade and
- (G) Slope of finished grade 6:1 (H:V) or flatter.

A subsurface investigation and high mount foundation design are required if the Engineer determines these assumed site conditions do not apply to a high mount location and the high mount cannot be moved. Subsurface conditions requiring a high mount foundation design include but are not limited to weathered or hard rock, boulders, very soft or loose soil, muck or shallow groundwater. No extension of completion date or time will be allowed for subsurface investigations or high mount foundation designs.



**(B) Standard Foundations**

Construct standard foundation types for the light standard types shown in the plans and the site conditions at each light standard location. When weathered or hard rock, boulders or obstructions conflict with standard foundations, submit an alternate standard foundation design for acceptance in accordance with Article 105-2 of the *2018 Standard Specifications*. No extension of completion date or time will be allowed for alternate standard foundations.

**Subsurface Investigations**

Use a prequalified geotechnical consultant to perform one standard penetration test (SPT) boring in accordance with ASTM D1586 at each high mount location requiring a subsurface investigation. Rough grade high mount locations to within 2 ft of finished grade before beginning drilling. Drill borings to 2 drilled pier diameters below anticipated pier tip elevations or refusal, whichever is higher.

Use the computer software gINT version V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide boring logs sealed by a geologist or engineer licensed in the state of North Carolina.

**High Mount Foundation Designs**

Design high mount foundations for the wind zone and high mount heights shown in the plans and the slope of finished grade and subsurface conditions at each high mount location. Design drilled piers, footings and pedestals in accordance with the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*.

Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges*. Use the computer software LPILE version 2016 or later manufactured by Ensoft, Inc. to analyze drilled piers. Provide drilled pier designs with a horizontal deflection of less than 0.5" at top of piers.

Design footings in accordance with Section 4.4 of the *AASHTO Standard Specifications for Highway Bridges*. Do not use an allowable bearing pressure of more than 3,000 psf for footings. Submit boring logs, working drawings and design calculations for acceptance in accordance with Article 105-2 of the *2018 Standard Specifications*. Submit working drawings showing plan views, required foundation dimensions and elevations and typical sections with reinforcement, conduit and anchor rod assembly details. Include all boring logs, design calculations and LPILE output for high mount foundation design submittals. Have high mount foundations designed, detailed and sealed by an engineer licensed in the state of North Carolina.

**Construction Methods**

Grade around roadway lighting locations with cut and fill slopes as shown on 2018 Roadway Standard Drawing No. 1402.01 or 1405.01. Construct drilled piers, footings and pedestals and install anchor rod assemblies for roadway lighting foundations in accordance with the *Foundations*

and Anchor Rod Assemblies for Metal Poles provision.

For median mounted light standards, place concrete for median barriers and underlying pedestals in the same pour. Construct concrete barriers in accordance with the contract and make concrete median barriers continuous through standard foundations. Coordinate construction of median mounted light standards with sign structures, concrete barriers, drainage structures, etc. to avoid conflicts.

### **Measurement and Payment**

*High Mount Foundations* will be measured and paid in cubic yards. High mount foundations will be measured as the cubic yards of concrete shown on 2018 Roadway Standard Drawing No. 1402.01 for the high mount height and wind zone shown in the plans. All other high mount foundations will be measured as the cubic yards of foundation concrete for drilled piers, footings and pedestals shown in the accepted submittals. Subsurface investigations and high mount foundation designs required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *2018 Standard Specifications*.

*Standard Foundation* \_\_\_\_\_ will be measured and paid in units of each. Standard foundations will be measured as the number of each standard foundation type. Alternate standard foundations will be measured as 1.5 times the number of each standard foundation type replaced.

The contract unit prices for *High Mount Foundations* and *Standard Foundation* \_\_\_\_\_ will be full compensation for providing labor, tools, equipment and foundation materials, stabilizing or shoring excavations, supplying and placing concrete, reinforcing steel, conduit, anchor rod assemblies and any incidentals necessary to construct roadway lighting foundations.

Payment will be made under:

#### **Pay Item**

High Mount Foundations  
Standard Foundation \_\_\_\_\_

#### **Pay Unit**

Cubic Yard  
Each

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

(5-20-08)

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 *2018 Standard Specifications*.

**STANDARD SPECIAL PROVISION**  
**NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY**

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza  
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

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

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

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

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

(10-16-18) (Rev.2-16-21)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 6**

**Page 6-7, Article 609-1 DESCRIPTION, line 29,** replace article number “609-10” with “609-9”.

**Division 7**

**Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4,** replace article number “725-1” with “724-4”.

**Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10,** replace article number “725-1” with “725-3”.

**Division 10**

**Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2,** replace “Table 6<sup>D</sup>” with “Table 7<sup>D</sup>” and **Permittivity, Type 3<sup>B</sup>,** replace “Table 7<sup>D</sup>” with “Table 8<sup>D</sup>”.

**Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8,** replace article number “1080-9” with “1080-7”.

**Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1,** replace article number “1080-50” with “1080-10”.

**Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5,** replace article number “1080-61” with “1080-11”.

**Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22,** replace article number “1080-72” with “1080-12”.

**Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25,** replace article number “1080-83” with “1080-13”.

**Division 17**

**Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44,** replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25”) Linear Foot

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

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

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

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

**Regulated Articles Include**

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



**STANDARD SPECIAL PROVISION**

**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

(6-28-77)(Rev 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts,

Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§

2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
  5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
  6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability  
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
  2. Eligibility  
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
  3. Time Limits and Filing Options  
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
    - (i) The date of the alleged act of discrimination; or
    - (ii) The date when the person(s) became aware of the alleged discrimination; or
    - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
  - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
  - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
4. Format for Complaints  
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. Discrimination Complaint Form  
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.
6. Complaint Basis  
Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1  
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin <i>(Limited English Proficiency)</i>	Place of birth. Citizenship is not a factor. <i>(Discrimination based on language or a person's accent is also covered)</i>	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990

<p>Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i></p>	<p>An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <b>Note:</b> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</p>	<p>Muslim, Christian, Sikh, Hindu, etc.</p>	<p>Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i></p>
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### (3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

**(4) Additional Title VI Assurances**

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

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)  
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

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

(HABENDUM CLAUSE)

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

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

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

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

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

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



- (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
- (c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

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

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

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

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

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

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

**Training Classifications**

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

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

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

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

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

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

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

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

**Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

**PROJECT SPECIAL PROVISIONS**

**GEOTECHNICAL**

SPECIAL CONCRETE BARRIER RAIL (SPECIAL)

GT-1.1 - GT-1.1

STANDARD SHORING (10/19/2021)

GT-2.1 - GT-2.4

DocuSigned by:

*Geotechnical Engineering Unit*

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9/21/2021

**SPECIAL CONCRETE BARRIER RAIL:****Description****Concrete Barrier Rail:**

Install concrete barrier rail in the vicinity of -Y2- Station 24+50 where under cut into toe of the slope is required to construct widened pavement structure. The concrete barrier rail should be analyzed for lateral stability and the concrete barrier rail should not interfere with the adjacent hydraulic drainage structures. A special concrete barrier rail detail may be required to satisfy lateral stability. Submit special concrete barrier rail detail, if required, and design calculations to the NCDOT Eastern Regional Operations Engineer for approval prior to construction.

**Temporary Shoring (if required):**

Temporary shoring may be required to install the concrete barrier rail and pavement structure in the vicinity of -Y2- Station 23+00 to 25+00. If temporary shoring is required, the contractor has the following two options:

1. Submit the design of temporary shoring to the NCDOT Eastern Regional Operations Engineer for approval prior to construction. For temporary shoring see the Temporary Shoring Provision.
2. Standard Temporary Shoring may be used. See Geotechnical Standard Detail 1801.01 for Standard Temporary Shoring. If Standard Temporary Shoring is used, the contractor is responsible for obtaining a subsurface investigation in the vicinity of the proposed shoring to verify that the minimum required soil parameters are met as stated on Standard Detail 1801.01.

**Measurement and Payment**

No separate measurement or payment will be made for Special Concrete Barrier Rail and it will be considered incidental to Precast Reinforced Concrete Barrier, Single Faced in the contract.



DocuSigned by:

David L. Teague

9/21/2021

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**STANDARD SHORING:****(10-19-21)****Description**

Standard shoring includes standard temporary shoring and standard temporary mechanically stabilized earth (MSE) walls. At the Contractor's option, use standard shoring as noted in the plans or as directed. When using standard shoring, a temporary shoring design submittal is not required. Construct standard shoring based on actual elevations and shoring dimensions in accordance with the contract and Geotechnical Standard Detail No. 1801.01 or 1801.02.

Define "standard temporary shoring" as cantilever shoring that meets the standard temporary shoring detail (Geotechnical Standard Detail No. 1801.01). Define "standard temporary wall" as a temporary MSE wall with geotextile or geogrid reinforcement that meets the standard temporary wall detail (Geotechnical Standard Detail No. 1801.02). Define "standard temporary geotextile wall" as a standard temporary wall with geotextile reinforcement and "standard temporary geogrid wall" as a standard temporary wall with geogrid reinforcement.

Provide positive protection for standard shoring at locations shown in the plans and as directed. See *Temporary Shoring* provision for positive protection types and definitions.

**Materials**

Refer to the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
Geosynthetics	1056
Grout, Type 1	1003
Portland Cement Concrete, Class A	1000
Select Materials	1016
Steel Beam Guardrail Materials	862-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Welded Wire Reinforcement	1070-3

Provide Type 6 material certifications for shoring materials. Use Class IV select material for temporary guardrail. Use Class A concrete that meets Article 450-2 of the *Standard Specifications* or Type 1 grout for drilled-in piles.

Based on actual shoring height, positive protection, groundwater elevation, slope or surcharge case and traffic impact at each standard temporary shoring location, use sheet piles with the minimum required section modulus or H-piles with the sizes shown in Geotechnical Standard Detail No. 1801.01. Use untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging.

**(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 the following:

- (1) A-2-4 soil for backfill around culverts,

- (2) A-2-4 soil in the reinforced zone of standard temporary walls with a back slope and
- (3) Class VI select material in the reinforced zone of standard temporary geotextile walls.

**(B) Standard Temporary Walls**

Use welded wire reinforcement for welded wire facing, struts and wires with the dimensions and minimum wire sizes shown in Geotechnical Standard Detail No. 1801.02. Provide Type 2 geotextile for separation and retention geotextiles. Do not use more than 4 different reinforcement strengths for each standard temporary wall.

(1) Geotextile Reinforcement

Provide Type 5 geotextile for geotextile reinforcement with a mass per unit area of at least 8 oz/sy in accordance with ASTM D5261. Based on actual wall height, groundwater elevation, slope or surcharge case and shoring backfill to be used in the reinforced zone at each standard temporary geotextile wall location, provide geotextiles with ultimate tensile strengths as shown in Geotechnical Standard Detail No. 1801.02.

(2) Geogrid Reinforcement

Use geogrids for geogrid reinforcement with a roll width of at least 4 ft and an “approved” status code in accordance with the NCDOT Geosynthetic Reinforcement Evaluation Program. The list of approved geogrids is available from:

[connect.ncdot.gov/resources/Geological/Pages/Products.aspx](http://connect.ncdot.gov/resources/Geological/Pages/Products.aspx)

Based on actual wall height, groundwater or flood elevation, slope or surcharge case and shoring backfill to be used in the reinforced zone at each standard temporary geogrid wall location, provide geogrids for geogrid reinforcement with short-term design strengths as shown in Geotechnical Standard Detail No. 1801.02. Geogrids 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

**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 standard shoring except for barrier above standard temporary walls. Concrete barrier with the minimum required clear distance is required above standard temporary walls.



**(B) Temporary Guardrail**

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

**(C) Standard Shoring Selection Forms**

Before beginning standard shoring construction, survey existing ground elevations in the vicinity of standard shoring locations to determine actual shoring or wall heights (H). Submit a standard shoring selection form for each location at least 7 days before starting standard shoring construction. Standard shoring selection forms are available from:

[connect.ncdot.gov/resources/Geological/Pages/Geotech\\_Forms\\_Details.aspx](http://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx)

**Construction Methods**

Construct standard shoring in accordance with the *Temporary Shoring* provision.

**(A) Standard Temporary Shoring Installation**

Based on actual shoring height, positive protection, groundwater elevation, slope or surcharge case and traffic impact at each standard temporary shoring location, install piles with the minimum required embedment and extension for each shoring section in accordance with Geotechnical Standard Detail No. 1801.01. For concrete barrier above and next to standard temporary shoring and temporary guardrail above and attached to standard temporary shoring, use “surcharge case with traffic impact” in accordance with Geotechnical Standard Detail No. 1801.01. Otherwise, use “slope or surcharge case with no traffic impact” in accordance with Geotechnical Standard Detail No. 1801.01. If refusal is reached before driven piles attain the minimum required embedment, use drilled-in H-piles with timber lagging for standard temporary shoring.

**(B) Standard Temporary Walls Installation**

Based on actual wall height, groundwater elevation, slope or surcharge case, geotextile or geogrid reinforcement and shoring backfill in the reinforced zone at each standard temporary wall location, construct walls with the minimum required reinforcement length and number of reinforcement layers for each wall section in accordance with Geotechnical Standard Detail No. 1801.02. For standard temporary walls with pile foundations in the reinforced zone, drive piles through reinforcement after constructing temporary walls.

For standard temporary walls with interior angles less than 90°, wrap geosynthetics at acute corners as directed by the Engineer. Place geosynthetics as shown in Geotechnical Standard Detail No. 1801.02. Place separation geotextiles 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, place separation geotextiles between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

**Measurement and Payment**

Standard shoring will be measured and paid in accordance with the *Temporary Shoring* provision.



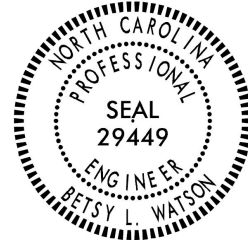
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*Scott A. Hidden*  
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8/24/2021

TIP # U-5754

**SN-1**

Guilford County

2/7/2019



DocuSigned by:  
*Betsy L. Watson*  
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**CUTTING OF STEEL SIGN HANGERS ON OVERHEAD SIGNS**

The work covered by this special provision consists of cutting and disposal of the sign hangers for overhead signs on existing sign structures. Specifically, the work shall be the removal of excess sign hangers that extend beyond the sign panels.

The sign hangers shall be cut at a distance specified by the Engineer. The hangers shall be cut in a manner that does not damage existing signing components or roadway facility. Areas disturbed or damaged in performance of this work shall be repaired by the Contractor at no cost to the Department.

Cutting of the sign hangers shall be done by a method approved by the Engineer. Oxygen cutting shall be done in accordance to Section 1072-11 of the NCDOT Standard Specifications for Roads and Structures. Repair the cut or any damaged members of the sign hangers with two coats of an approved organic non-aerosol zinc repair paint. Paint materials used shall be in accordance with Section 1080-9 of the NCDOT Standard Specifications for Roads and Structures.

All material shall be removed and disposed according to the State and Local codes, regulations, and ordinances and shall be in accordance with the Section 907 of the NCDOT Standard Specifications for Roads and Structures.

**Compensation:**

Cutting of the sign hangers for existing overhead signs systems as described above shall be paid for at the unit price for each sign hanger cut and disposed of.

Payment will be made under:

Cutting of Sign Hangers, Overhead .....Each



DocuSigned by:  
*Matthew V. Springer*  
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 8/27/2020

**POLYUREA PAVEMENT MARKING MEDIA AND THICKNESS:**  
 (08-27-20)

Amend the *NCDOT 2018 Standard Specifications* as follows:

**Page 12-8, Subarticle 1205-5(B)**, lines 14-16, replace with the following:

Produce polyurea pavement marking lines that have a minimum dry thickness of 20 mils above the pavement surface when placed on concrete and asphalt pavements. Produce polyurea pavement marking lines that have a minimum dry thickness of 30 mils above the pavement surface on textured surfaces such as OGFC and on surfaces where the polyurea will be placed over a previously removed pavement marking.

**Page 12-9**, replace **Table 1205-4 Minimum Reflectometer Requirement for Polyurea** with the following:

TABLE 1205-4 MINIMUM REFLECTOMETER REQUIREMENTS FOR POLYUREA		
Item	Color	Reflectivity
Standard Glass Beads	White	375 mcd/lux/m <sup>2</sup>
	Yellow	250 mcd/lux/m <sup>2</sup>

The installer may choose to use an AASHTO Type 4/Type 1 or AASHTO Type 3/Type 1 double drop system, but no price adjustment will be made, and these systems will be incidental to the polyurea pavement marking.

Pay Item

Pay Unit

Polyurea Pavement Marking Lines, \_\_\_\_\_", \_\_\_\_\_mils  
 (Standard Glass Beads)

Linear Foot

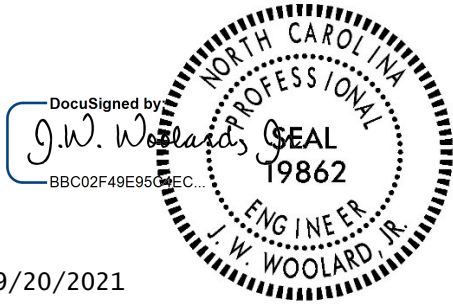
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## WORK ZONE TRAFFIC CONTROL Project Special Provisions Table of Contents

Special Provision	Page
Sequential Flashing Warning Lights	TC-2



## TC-2

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### **SEQUENTIAL FLASHING WARNING LIGHTS**

(10/08/2016) (Rev. 5/10/2021)

#### **Description**

Furnish and install Sequential Flashing Warning Lights on drums used for the merging tapers of nightly lane closures on all multilane roadways with speed limits of 55 mph or greater.

#### **Materials**

The Sequential Flashing Warning Lights shall meet all of the requirements for warning lights within the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Each light unit shall be capable of operating fully and continuously for a minimum of 200 hours when equipped with a standard battery set.

Each light in the sequence shall be flashed at a rate of not less than 55 times per minute and not more than 75 times per minute. The flash rate and flash duration shall be consistent throughout the sequence.

Supply a Type 3 Certification (Independent Test Lab results) documenting all actual test results for the specified parameters contained in the Institute of Transportation Engineer's (ITE's) *Purchase Specification for Flashing and Steady Burn Warning Lights*. The laboratory shall also identify all manufacturer codes and part numbers for the incandescent lamp or LED clusters, lenses, battery, and circuitry, and the total width of the light with the battery in place. The complete assembly shall be certified as crashworthy when firmly affixed to the channelizing device.

All Sequential Flashing Warning Lights shall be on the NCDOT Approved Products List.

#### **Construction Methods**

These lights shall flash sequentially beginning with the first light and continuing until the final light.

The Sequential Flashing Warning Lights shall automatically flash in sequence when placed on the drums that form the merging taper.

The number of lights used in the drum taper shall equal the number of drums used in the taper.

Drums are the only channelizing device allowed to mount sequential flashing warning lights.

The Sequential Flashing Warning Lights shall be weather independent and visual obstructions shall not interfere with the operation of the lights.

The Sequential Flashing Warning Lights shall automatically sequence when placed in line in an open area with a distance between lights of 10 to 100 feet.

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If one light fails, the flashing sequence shall continue. If more than 1 light fails, all of the lights are to be automatically turned to the “off” mode. Non-sequential flashing is prohibited.

When lane closures are not in effect, the Sequential Flashing Warning Lights shall be deactivated.

## Measurement and Payment

Sequential Flashing Warning Lights will be measured and paid as the maximum number of sequential flashing warning lights satisfactorily installed and properly functioning at any one time during the life of the project.

This includes all materials and labor to install, maintain and remove all the Sequential Flashing Warning Lights.

### Pay Item

Sequential Flashing Warning Lights

### Pay Unit

Each

**PROJECT SPECIAL PROVISIONS  
LIGHTING**

**1.00 DESCRIPTION**

The work covered by this Section consists of furnishing, installing, connecting, and placing into satisfactory operating condition roadway lighting at locations shown on the plans. Perform all work in accordance with these Special Provisions, the Plans, the National Electrical Code, and North Carolina Department of Transportation "Standard Specifications for Roads and Structures" (2018 Standard Specifications).

Perform all work in conformance with Division 14 of the 2018 Standard Specifications except as modified or added to by these Special Provisions. Install all bore pits outside the clear zone, as defined in the AASHTO Roadside Design Guide or as directed by the Engineer.

In addition to the requirements of Division 1400, other specific Sections of the 2018 Standard Specifications applicable to the work on this project are listed below.

Section 1401	High Mount Standard and Portable Drive Unit
Section 1404	Light Standards
Section 1407	Electric Service Pole and Lateral
Section 1408	Light Control System
Section 1409	Electrical Duct
Section 1410	Feeder Circuits
Section 1411	Electrical Junction Boxes
Section 1412	Underpass Lighting

**2.00 LIGHT STANDARD LIGHT EMITTING DIODE (LED) LUMINAIRES****2.10 DESCRIPTION**

Furnish, install and place into satisfactory operation luminaire, either on a bracket arm or directly mounted to the standard, complete with all light sources, drivers, wiring inside standard from circuit conductors to luminaire, in-line breakaway fuseholders and fuses and ground wiring at the pole on light standards less than 55 ft. in height.

Type	HPS Replacement Equivalent	Color Temp	Min. % of initial output at 70k hours	Min. Maintained Delivered Lumens
185W LED	250W	3500K ±500K	83%	15,500
285W LED	400W	3500K ±500K	83%	19,150



Third party certified photometric files in IES format are required to be submitted with the catalog cuts for the proposed LED roadway luminaire. Photometric files must show that proposed luminaire will meet or exceed the design shown in the plans.

The manufacturer shall state the Light Loss Factor (LLF) used in the photometric calculations for the proposed luminaire. LLF shall be calculated as follows:

$LLF = \text{Lamp Lumen Depreciation (LLD)} \times \text{Luminaire Dirt Depreciation (LDD)}$

- Lamp Lumen Depreciation (LLD) shall be the value calculated and reported by the manufacturer based on the LM-80 and TM-21 reports for the proposed fixture for 70,000 hours at 25° C.
- Luminaire Dirt Depreciation (LDD) = 0.90

## 2.20 MATERIALS

### 2.21 LUMINAIRE REQUIREMENTS

#### A. General Requirements

- LM-79 photometric test reports shall be provided for all LED luminaires. LM-79 luminaire photometric reports shall be produced by an independent test laboratory and include the following:
  - Name of test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program.
  - Report number
  - Date
  - Complete luminaire catalog number. Catalog number tested must match the catalog number of the luminaire submitted, except for variations which do not affect performance.
  - Description of luminaire, LED light source(s), and LED driver(s)
  - Goniophotometry
  - Colorimetry
- LM-80 lumen maintenance test report shall be provided for each respective LED light source.
- Luminaire shall be constructed of a single piece die cast aluminum housing. Each luminaire shall be finished gray in color unless otherwise noted.
- The luminaire shall have a 7 pin ANSI C136.41 compliant photocontrol receptacle for future expansion capabilities.
- Include a twist lock photocell of the proper voltage for use with LED luminaires. The photocell shall be designed for a service life of 20-years.
- Provide a summary of reliability testing performed for LED driver.
- Luminaires maximum total power consumption shall not exceed the values shown in the table above. Nominal luminaire input wattage shall account for nominal

applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.

- Luminaire shall have a maximum Backlight, Uplight & Glare (BUG) rating of 3-0-3 and an IESNA distribution of Type II or Type III as required to meet the spacing, the average maintained footcandle level and the average to minimum uniformity ratio requirements shown on the plans. The same BUG rating and distribution type shall be used throughout the project.
- Minimum Ingress Protection (IP) dust and moisture ratings for the luminaire electrical components (driver and surge protection) and luminaire optical components shall be IP65 and IP66, respectively, as specified in ANSI C136.25.
- Luminaire shall have external and internal labels per ANSI C136.15 and ANSI C136.22, respectively. Internal label shall identify the manufacturer, year and month of manufacture and the manufacturer's part number.
- Luminaire shall have an internal bubble level.
- Luminaires shall start and operate in -20°C to +40°C ambient.
- Luminaires shall be rated for continuous service at an ambient temperature of 40°C (104°F)
- Electrically test fully assembled luminaires before shipment from factory.
- Effective Projected Area (EPA) and weight of the luminaires shall not exceed 1.4 square feet and 46 lbs.
- Luminaires shall be designed for ease of electrical component replacement.
- Luminaires shall be rated for minimum 2G vibration, minimum, per ANSI C136.31.
- LED light sources and drivers shall be RoHS compliant.
- The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 certified.
- Luminaire shall have a 1.25" to 2.0" adjustable tenon mount for connection to luminaire bracket arm assembly.
- Pole hardware, nuts, bolts, and washers, etc. shall be made from 18-8 stainless steel, or steel conforming to ASTM A307 galvanized in accordance with ASTM A153.
- Grommets shall be installed in cable entry holes. Cable entry holes shall be free from sharp edges which might cut conductors or an ungloved hand.
- All conductors inside the luminaire shall be neatly secured with tie-wraps as needed to prevent pinch points and assist in trouble shooting.

#### B. Driver

- Shall be 0V-10V dimmable.
- Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20°C to +40°C.
- Shall be rated for 480VAC at 50/60 Hz and shall operate normally for input voltage fluctuations of  $\pm 10\%$ .
- Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
- Shall provide UL Class II output.

**C. Surge Suppression**

- Integral surge protection shall meet ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C-High 10kV/10kA test, IEC 61000-4-2 (Electrostatic Discharge) 8kV Air/4kV Contact test and IEC 61000-4-4 (Fast Transients).

**D. Electromagnetic interference**

- Luminaires shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
- Luminaires shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.

**E. Electrical safety testing**

- Luminaires shall be listed for wet locations.
- Luminaires shall be UL listed and labeled.

**F. Finish**

- Luminaires shall be painted with a corrosion resistant polyester powdered paint with a minimum 2.0 mil thickness.
- Luminaires shall exceed a rating of six per ASTM D1654 after 1000 hours of salt spray fog testing per ASTM B117.
- The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
- Exterior surfaces shall be smooth and free of burrs.

**G. Thermal management**

- Mechanical design of protruding external surfaces (heat sink fins) on roadway luminaries shall facilitate hose-down cleaning and discourage debris accumulation.
- Liquids or moving parts will not be allowed for thermal management.

**H. Color Quality**

- Minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 3000K to 4000K

**I. Optics**

- Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.

**J. The following shall be in accordance with corresponding sections of ANSI C136.37**

- All internal components shall be assembled and pre-wired using modular electrical connections.
- Terminal blocks shall be used for incoming AC lines. Terminal blocks shall be easily accessible to installers or repair personnel. Wire nuts are prohibited inside the luminaire housing.

K. Latching and hinging

- Refractor and housing door holders and hinges shall be designed to maintain positive control of door to the luminaire body so as not to allow the accidental disengagement of either door.
- Drivers shall be mounted to a housing door designed to be opened from the bottom of the luminaire. Housing door shall allow easy removal for troubleshooting/repair on the ground.

L. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

2.30 WARRANTY

Provide a minimum ten-year warranty covering maintained integrity and functionality of the luminaire housing, wiring, and connections, LED light source(s) and LED driver. Negligible light output from more than 10 percent of the LED packages, color shifting, or flickering/strobing not related to incoming power issues all constitute luminaire failure.

Warranty period shall begin after project acceptance by the Department. Supplier shall furnish documentation of warranty procedures to The Contractor stating that warranty is for NCDOT.

2.40 CONSTRUCTION METHODS

Level and secure each luminaire in all directions. Adjust any luminaires, as directed by the Engineer, to provide optimal illumination distribution.

All LED packages on all luminaires must be operating normally at contract completion. Any luminaire displaying improper operating characteristics prior to contract completion will be replaced by The Contractor at no additional cost to the Department.

2.50 MEASUREMENT AND PAYMENT

The roadway luminaries measured as provided above will be paid for at the contract unit price per each "Light Standard Luminaires, Type\_\_\_\_". Such price and payment will be considered full compensation for providing and installing the LED roadway luminaire with photocell on the bracket arm, wiring inside the standard from the circuit conductors to the LED roadway luminaire, in-line breakaway fuseholders with fuses and ground wiring at the pole on the light standard.

Payment will be made under:

Light Standard Luminaires, Type\_\_\_\_\_ Each

**3.00 HIGH MAST LIGHT EMITTING DIODE (LED) LUMINAIRES****3.10 DESCRIPTION**

Furnish, install and place into satisfactory operation, LED luminaires on high mount standards as detailed in these Special Provisions.

Any alternate luminaire submitted for approval must meet the minimum requirements in the table and sections below.

Mounting Height	Max. LED Fixture Wattage	Number & HPS Replacement Equivalent	Color Temp	Min. % of initial output at 70k hours	Min. Maintained Delivered Lumens (per fixture)
120'	560W	8 x 750W	3500K ±500K	87%	54,000
100'	560W	6 x 750W	3500K ±500K	87%	54,000
80'	335W	8 x 400W	3500K ±500K	87%	27,000
60'	335W	4 x 400W	3500K ±500K	87%	27,000

The Contractor shall supply the Department with current catalog cuts and 3<sup>rd</sup> party certified photometric data files in Illuminating Engineering Society (IES) format for any high mount luminaire submitted for approval. The Department will thoroughly evaluate all high mount luminaires to determine if the submitted high mount luminaire meets or exceeds design criteria and pole spacing shown on the plans. High mount luminaires which do not meet or exceed the design criteria, or which do not produce enough light to meet the pole spacings shown on the plans, will not be approved for use.

The manufacturer shall state the Light Loss Factor (LLF) used in the photometric calculations for the proposed luminaire. LLF shall be calculated as follows:

$$\text{LLF} = \text{Lamp Lumen Depreciation (LLD)} \times \text{Luminaire Dirt Depreciation (LDD)}$$

- Lamp Lumen Depreciation (LLD) shall be the value calculated and reported by the manufacturer based on the LM-80 and TM-21 reports for the proposed fixture for 70,000 hours at 25° C.
- Luminaire Dirt Depreciation (LDD) = 0.90

High mount luminaire retrofit LED kits are not an acceptable alternative.

**3.20 MATERIALS****3.21 LUMINAIRE REQUIREMENTS****A. General Requirements**

- LM-79 photometric test reports shall be provided for all LED luminaires. LM-79 luminaire photometric reports shall be produced by an independent test laboratory and include the following:

- Name of test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program.
  - Report number
  - Date
  - Complete luminaire catalog number. Catalog number tested must match the catalog number of the luminaire submitted, except for variations which do not affect performance.
  - Description of luminaire, LED light source(s), and LED driver(s)
  - Goniophotometry
  - Colorimetry
- 
- LM-80 lumen maintenance test report shall be provided for each respective LED light source.
  - Luminaire shall be constructed of aluminum. Each luminaire shall be finished gray in color unless otherwise noted.
  - The luminaire shall have a 7 pin ANSI C136.41 compliant photocontrol receptacle for future expansion capabilities.
  - Include a twist lock photocell of the proper voltage for use with LED luminaires. The photocell shall be designed for a service life of 20-years.
  - Provide a summary of reliability testing performed for LED driver.
  - Luminaires maximum total power consumption shall not exceed the values shown in the table above. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
  - Luminaire shall have a maximum Backlight, Uplight & Glare (BUG) rating of 5-0-5 and an IESNA distribution of Type V as required to meet the spacing, the average maintained footcandle level and the average to minimum uniformity ratio requirements shown on the plans. The same BUG rating and distribution type shall be used throughout the project.
  - Luminaire LED modules shall meet dust and moisture rating of IP-66, minimum.
  - Luminaire shall have an external label per ANSI C136.15.
  - Luminaires shall have an internal label per ANSI C136.22.
  - Luminaires shall start and operate in -20°C to +40°C ambient.
  - Electrically test fully assembled luminaires before shipment from factory.
  - Effective Projected Area (EPA) and weight of the luminaires shall not exceed 1.3 square feet and 65 lbs.
  - Luminaires shall be designed for ease of electrical component replacement.
  - Luminaires shall be rated for minimum 2G vibration, minimum, per ANSI C136.31-2010
  - LED light sources and drivers shall be RoHS compliant.
  - The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 certified.

- Pole hardware, nuts, bolts, and washers, etc. shall be made from 18-8 stainless steel, or steel conforming to ASTM A307 galvanized in accordance with ASTM A153.
- B. Driver
- Shall be 0V-10V dimmable.
  - Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20°C to +40°C.
  - Shall be rated for 480VAC at 50/60 Hz and shall operate normally for input voltage fluctuations of  $\pm 10\%$ .
  - Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
- C. Surge Suppression
- Integral surge protection shall meet ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C-High 10kV/10kA test, IEC 61000-4-2 (Electrostatic Discharge) 8kV Air/4kV Contact test and IEC 61000-4-4 (Fast Transients).
- D. Electromagnetic interference
- Luminaires shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
  - Luminaires shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.
- E. Electrical safety testing
- Luminaires shall be listed for wet locations.
  - Luminaires shall be UL listed and labeled.
- F. Finish
- Luminaires shall be painted with a corrosion resistant polyester powdered paint with a minimum 2.0 mil thickness.
  - Luminaires shall exceed a rating of six per ASTM D1654 after 1000 hours of salt spray fog testing per ASTM B117.
  - The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
- G. Thermal management
- Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.
- H. Color Quality
- Minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 3000K to 4000K
- I. Optics

- Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.
- J. The following shall be in accordance with corresponding sections of ANSI C136.37
- All internal components shall be assembled and pre-wired using modular electrical connections.
  - Terminal blocks shall be used for incoming AC lines
  - Latching and hinging
- K. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

### 3.30 WARRANTY

Provide a minimum ten-year warranty covering maintained integrity and functionality of the luminaire housing, wiring, and connections, LED light source(s) and LED driver. Negligible light output from more than 10 percent of the LED packages, color shifting, or flickering/strobing not related to incoming power issues all constitute luminaire failure.

Warranty period shall begin after project acceptance by the Department.

### 3.40 CONSTRUCTION METHODS

Level and secure each luminaire in all directions. Securely terminate the wiring for each high mount luminaire and include an equipment grounding conductor to bond the housing to the supply cord grounding conductor.

Adjust any luminaires, as directed by the Engineer, to provide optimal illumination distribution.

All LED packages on all luminaires must be operating normally at contract completion. Any luminaire displaying improper operating characteristics prior to contract completion will be replaced by The Contractor at no additional cost to the Department.

### 3.50 MEASUREMENT AND PAYMENT

The high mount luminaires measured as provided above will be paid for at the contract unit price per each "High Mount Luminaires \_\_\_\_". Such price and payment will be considered full compensation for providing and installing the LED high mount luminaire with photocell on the carrier ring tenon arm and connecting the LED high mount luminaire to the supply cord on the carrier ring.

Payment will be made under:



High Mount Luminaires \_\_\_\_\_ Each

**4.00 LIGHTING CONTROL SYSTEM**

**4.10 DESCRIPTION**

The work covered under this section consists of furnishing and installing an entire control system, including enclosure, control panel, breakers, terminal blocks, wiring, conduits, lightning arrester, a concrete foundation, metal pole and galvanized slotted channel is also included.

The control system will be standard electrical components in a stainless steel enclosure mounted on a metal pole with a concrete foundation as shown in the contract.

**4.20 MATERIALS**

Refer to Division 10 of the *2018 Standard Specifications*.

<b>Item</b>	<b>Section</b>
Conduit	1091-3
Portland Cement Concrete, Class A	1000-4
Wire and Cable	1091-2, 1400-2

All 120/240V Light Control System materials shall be in conformance with Section 1408-2 of the Standard Specifications and Standard Drawing 1408.01 except as modified below and noted on the plans.

Provide concrete foundations and wire in accordance with the *2018 Standard Specifications*.

Use a piece of 4” rigid galvanized steel conduit (RGC), embedded in concrete as shown in the plans, for mounting the control system.

Provide a NEMA type 3R stainless steel enclosure with external stainless mounting flanges, drip shield, back panel and continuous hinge door with a print pocket. Provide a door closing mechanism interlocked with a flange mounted operator handle to prevent the opening of the door with the service circuit breaker in the ON position, except by use of safety override devices.

Provide an enclosure approximately 36" (h) x 30" (w) x 10" (d) unless noted otherwise in the plans. Provide only openings necessary for the entrance of conduits as shown in the plans. Do not use knockouts. Ensure the enclosure conforms with NEC Article 312 and mount the devices so the NEC clearances will be provided, except use 1.5" where not specified or noted in the tables for minimum wire bending space.

Use minimum 1-5/8” x 1-5/8” galvanized slotted steel framing channel with straps and bolts for the mounting brackets and hardware for attaching the enclosure. Use galvanized finish on the brackets and hardware and coat all field cuts or scratches with organic zinc repair paint.

Provide a neutral bar with sufficient box lug type terminals to accept the required number of wires.

Mount components to the back panel with manufacturer supplied mounting brackets or permanently attached screw studs.

Use a service circuit breaker providing a minimum interrupting rating of 22,000 A. Provide thermal magnetic, molded case, permanent trip breakers. Provide multi-tap, solderless, load side box lugs or distribution terminal blocks of the appropriate size. Use insulating material approved for NEMA 3R applications. Provide a breaker with a voltage and amperage rating as indicated in the plans.

Use feeder circuit breakers which are rated 14,000 A minimum interrupting capacity and have an open type molded case with a non-adjustable thermal magnetic trip setting as noted in the plans.

Where Communication Gateways are required, provide a single pole, open type gateway circuit breaker rated at 120 VAC phase to ground with a minimum interrupting current capacity of 5,000 A and a high magnetic trip setting of 15 A.

Use a Type 1 surge protection device (SPD) meeting UL 1449 and UL 96A, designed to contain and arrest an arc of 20,000 A. Install the SPD on the load side of the service breaker.

Use terminals and lugs rated for the connection of the appropriate size copper conductors. All conductors shall be made of copper and neatly wrapped in bundles or run in plastic raceways.

Perform all galvanizing in accordance with Section 1076.

Provide a drawing to scale showing the location, brand and catalog number of each component of the control system for approval. The completed light control system shall be marked "Suitable for Use as Service Equipment", in a prominent location in the enclosure, in accordance with NEC Article 409.110. If the control system is not made in a certified UL 508A Panel Shop, a third party, recognized by the Department of Insurance as having the authority, shall label the control systems.

#### 4.30 CONSTRUCTION METHODS

Construct the new control system foundation at the new location as shown in Standard Drawing 1408 of the Roadway Standard Drawings, with the top of the foundation 3 inches above finished grade.

Fasten the enclosure to the pole by means of a galvanized bracket assembly as shown in the plans. Make all cuts square and remove all rough edges. Have mounting holes match existing mounting holes of the enclosure.

Arrange all conduits entering the enclosure in a neat symmetrical manner and extend directly downward into the foundation. Install six RGC feeder circuit conduits as shown in the Plans.

Install a Control System Junction Box as shown in the plans. Stub all feeder circuit conduits and spare conduits from Control System in the Control System Junction Box. See Section 1412 of the *2018 Standard Specifications* for junction box construction methods. See plans for conduit sizes. Place pull cord in any unused conduits and cap unused conduit in junction box.

To prevent the creation of electrically parallel paths, install a bonded conduit choke on the underground termination point of the system grounding conductor conduit in accordance with NEC Article 250.64(E). Do not terminate the system grounding conduit under the concrete foundation pad.

Install a grounding electrode system consisting of a minimum of two ground rods spaced not less than 6 feet apart at all new lighting control system panels. Connect ground rods with an appropriately sized bonding jumper.

Apply two coats of organic zinc repair paint to all field cut metal and conduit threads as specified in Article 1076-7 of the *2018 Standard Specifications*.

Install a 4" to 2" galvanized reducing bushing to the top of the 4" RGC the control system enclosure is mounted to. Install a 10' section of 2" RGC on the reducing bushing and install a cap on the top of the 2" RGC.

**4.40 MEASUREMENT AND PAYMENT**

Lighting Control System will be measured and paid for as the actual number of the lighting control systems that have been provided, installed and accepted. Such price and payment shall be considered full compensation for the foundation, conduits, enclosure with components and mounting hardware.

Payment will be made under:

Light Control Equipment, Type RW, 120/240V..... Each

**5.00 REINSTALL COMMUNICATION GATEWAY**

**5.10 DESCRIPTION**

The work covered by this section consists of providing all equipment, labor, and materials necessary to reinstall an existing communication gateway to a new lighting control panel at the location shown on the plans. The communication gateway will be used to provide communication from the control nodes on the luminaires to a centralized monitoring software package. The communication gateway will be mounted on a piece of rigid galvanized conduit installed above the lighting control panel.

**5.20 MATERIAL**

Reuse existing communication gateway, including the GPS antenna. Replace materials that are to be reused if they are damaged during relocation. Materials damaged during reinstallation shall be replaced with new materials at no additional cost to the Department.

The Contractor shall provide new stainless-steel straps, galvanized conduit hangers, galvanized bolts, washers and nuts, and liquid-tight flexible metallic conduit (LFMC).

Use conduit and conductors as specified in Article 1400-2 of the *2018 Standard Specifications*.

5.30 CONSTRUCTION METHODS

Remove existing communication gateway from existing control system. If the communication gateway is to be stored between removing and reinstalling, provide protection against the elements. Refer to Section 11.00 of these Project Special Provisions if the communication gateway is to be stored between removal and reinstallation.

Mount the communication gateway to the 2” RGC pole, installed as part of the new control system. See Section 4.00 of these Special Provisions. Use the bands included with the removed with the gateway. Install ½” RGC and appurtenances required to route conduit to bottom of lighting control panel enclosure. Transition RGC to LFMC to make the turn into the bottom of the enclosure. Secure LFMC to bottom of enclosure using a weatherproof fitting. Install a bonding bushing on the LFMC fitting inside the enclosure and attach to bonding jumper inside the enclosure.

Strap standoffs with rigid conduit hangers to the 2” RGC and secure ½” conduit to the conduit hanger. Install #12 THWN conductors inside the ½” RGC for power from the gateway circuit breaker in the control system enclosure to the gateway. Use a UV resistant cable tie to secure the magnetic GPS antenna to the frame.

5.40 MEASUREMENT AND PAYMENT

Reinstall Communication Gateway will be measured and paid as the actual number of communication gateways removed, reinstalled, and accepted. Such price and payment include removing of the communication gateway, mounting of the communication gateway on the 2” RGC pipe, installation of the RGC conduit from the gateway into the new control system and installation of the conductors.

Payment will be made under:

Reinstall Communication Gateway..... Each

6.00 REMOVE CONTROL SYSTEM

6.10 DESCRIPTION

The work covered by this section consists of providing all equipment, labor and materials necessary to remove an existing control system at the location shown on the plans.

## 6.20 MATERIALS

No materials are required for this work except such miscellaneous items as tape and terminal devices to dead-end circuits at the control panel.

The existing communication gateway will be reused. Refer to Sections 4.00 & 5.00 of these Special Provisions.

## 6.30 CONSTRUCTION METHODS

Maintain operation of the existing lighting system until such time that it becomes in conflict with the actual construction work, or it becomes a hazard to traffic as determined by the Engineer.

Coordinate work with the NC DOT Traffic Services Supervisor to assure that circuits can be de-energized where and when necessary.

Disconnect circuitry and remove control system enclosure from conduit and support structure, leaving all internal components intact. Abandon or remove underground circuitry, concrete pad and support structure.

All hoisting and lifting shall be with rope or web slings fastened in such a manner as to prevent damaging or marking any of the salvaged materials. The Contractor shall provide proper transportation, protection and supports so that rain, etc. will not damage equipment. The Contractor shall furnish labor, blocking materials and equipment to unload and properly store all salvaged materials.

Dispose of the removed concrete, reinforcing steel, support structure and conduit in a manner acceptable to the Engineer.

Abandon or remove the conductors and conduit as required by construction. Refer to Standard Specifications Section 1400-10.

Deliver removed Control System "X" to the NCDOT Division 7 Warehouse located at the address below. Contact Division Traffic Signals Supervisor Mike Garrison by phone at 336-690-6780 two weeks prior to removal to coordinate delivery of the removed control system.

NCDOT Division Traffic Office  
4253 Camp Burton Road  
McLeansville, 27301-9255.

Control Systems "V" and "W" are to be disposed of.

## 6.40 MEASUREMENT AND PAYMENT

The removal of Control System “X” measured as provided above will be paid for at the contract unit price per each "Remove Control System - Salvage". Such price and payment will be considered full compensation for disconnecting circuitry, disassembly, removal of existing foundation and support structure, disposing of concrete, backfilling, compaction, delivery of removed control system, and all incidentals necessary to complete the work.

The removal of Control Systems “V” and “W” measured as provided above will be paid for at the contract unit price per each "Remove Control System - Dispose". Such price and payment will be considered full compensation for disconnecting circuitry, disassembly, removal of existing foundation and support structure, disposing of concrete, backfilling, compaction, and all incidentals necessary to complete the work.

Payment will be made under:

Remove Control System - Salvage.....	Each
Remove Control System - Dispose.....	Each

**7.00 REMOVE SINGLE & TWIN ARM LIGHT STANDARDS**

**7.10 DESCRIPTION**

The work covered by this section consists of the removal of existing single arm metal light standards on breakaway bases and concrete foundations at locations shown on the plans and the removal of the existing metal twin arm light standards on the median barrier. The standards are less than 50’ mounting height and are attached to the foundations with anchor bolts.

Concrete foundations to be removed or abandoned may be located in areas where, due to knockdowns, there are no light standards to be removed.

**7.20 MATERIALS**

No materials are required for this work except such miscellaneous items as tape and terminal devices to dead-end circuits serving the light standards.

**7.30 CONSTRUCTION METHODS**

Maintain operation of the existing lighting system until such time that it becomes in conflict with the actual construction work, or it becomes a hazard to traffic as determined by the Engineer.

Coordinate work with the NC DOT Traffic Services Supervisor to assure that circuits can be de-energized where and when necessary.

Carefully remove the luminaire with the GE LightGrid smart node from bracket arm assembly. If the smart node is removed from the luminaire, the Contractor must institute a tagging system so that the same smart node can be reinstalled on the same luminaire.

Remove light standard and arms, couplings, anchor nuts, washers, transformer bases with doors and connecting bolts and fuse holders.

A quantity of four (4) twin arm light standards, arms, and attachment hardware shall be removed and disposed of. The Contractor will notify Mike Garrison of Division 7 Traffic Services (336-690-6780) one month prior to the removal of the single arm light standards, arms, transformer bases and attachment hardware. The Division will identify which single arm light standards are to be salvaged or disposed of. The salvaged single arm light standards shall be delivered to the NCDOT storage facility at 4253 Camp Burton Road, McLeansville, 27301-9255.

All hoisting and lifting shall be with rope or web slings fastened in such a manner as to prevent damaging or marking any of the salvaged materials. The Contractor shall provide proper transportation, protection and supports so that rain, etc. will not damage salvaged equipment. The Contractor shall furnish labor, blocking materials and equipment to unload and properly store all salvaged materials at the NCDOT warehouse.

All luminaires, smart nodes and circuitry removed from the light standards will be reused and installed on proposed light standards installed as part of this project. Refer to Section 9.00 of these Special Provisions. Refer to Section 13.00 of these Project Special Provisions if these luminaires and smart nodes are to be stored between removal and reinstallation.

Remove or abandon existing concrete light standard foundations as defined in Standard Specifications Section 1400-10. Dispose of the removed concrete, reinforcing steel and anchor bolts in a manner acceptable to the Engineer. Backfill the holes with suitable material and compact backfill as required.

Abandon or remove the conductors and the conduit for the removed single arm light standards as shown on the plans. Refer to Standard Specifications Section 1400-10.

#### 7.40 MEASUREMENT AND PAYMENT

The quantity of removed single arm light standards to be paid for will be the actual number which have been dismantled from existing foundations and delivered in good condition to the NCDOT Warehouse or disposed of as directed.

The quantity of removed twin arm light standards to be paid for will be the actual number which have been dismantled from existing foundations and disposed of in a manner acceptable to the Engineer.

The quantity of removed foundations to be paid for will be the actual number which have been removed or abandoned and accepted.

The salvaged single arm light standards will be paid for at the contract unit price per each "Remove Single Arm Light Standard - Salvage". Such price and payment will be considered full compensation for disassembly and delivery of the shaft, arm, fuseholders, transformer base and hardware to the NCDOT storage area.

The disposed of single arm light standards and twin arm light standards will be paid for at the contract unit price per each “Remove Single Arm Light Standard - Dispose “and “Remove Twin Arm Light Standard - Dispose”. Such price and payment will be considered full compensation for disassembly and disposal of the shaft, arm, fuseholders, transformer base and hardware.

The removed foundations will be paid for at the contract unit price per each “Remove Light Standard Foundation”. Such price and payment will be considered full compensation for removing or abandoning foundation concrete, reinforcing steel and anchor bolts. It also includes backfilling the holes with suitable material and compaction the backfill material as required.

Payment will be made under:

Remove Single Arm Light Standard - Salvage.....	Each
Remove Single Arm Light Standard - Dispose.....	Each
Remove Twin Arm Light Standard - Dispose.....	Each
Remove Light Standard Foundation.....	Each

**8.00 REINSTALL LUMINAIRES**

**8.10 DESCRIPTION**

Reuse the cobrahead and high mast light emitting diode (LED) luminaires and GE LightGrid smart nodes removed from the single arm, twin arm and high mast poles at the I-40/MLK Jr Boulevard and I-40/US220 interchanges as part of this project. See Sections 7.00 and 9.00 of these Project Special Provisions. If the smart nodes are removed from the luminaire, the Contractor must institute a tagging system so that the same smart node can be reinstalled on the same luminaire.

**8.20 MATERIALS**

Provide new SOW cord from the luminaire to the breakaway fuseholder. Also provide new breakaway fuseholders, and fuses.

Replace materials that are to be reused if they are damaged during relocation. Materials damaged during reinstallation of luminaires will be replaced with new materials at no additional cost to the Department.

**8.30 CONSTRUCTION METHODS**

For the reused cobrahead luminaires, install and place into satisfactory operation the used luminaire and smart node on a bracket arm for both single and twin arm light standards. Include new wiring inside the standard from circuit conductors to luminaires, new in-line breakaway fuseholders and fuses and new ground wiring at the standard.



For the reused high mast luminaires on the new 120' high masts H10, H11 and H12, install and place into satisfactory operation the used high mast luminaires and smart nodes for each bracket arm on the carrier ring. Securely terminate the wiring for each luminaire and include an equipment grounding conductor to bond the housing to the supply cord grounding conductor. Include new wiring from the carrier ring junction box to the LED luminaires.

Level and secure each luminaire in all directions. Adjust any luminaires, as directed by the Engineer, to provide optimal illumination distribution.

All LED packages on all luminaires must be operating normally at contract completion. Any luminaire displaying improper operating characteristics prior to contract completion will be replaced by the Contractor with a new luminaire meeting the requirements of Section 2.00 or 3.00 of these Special Provisions. The Contractor will be reimbursed at the bid item price for "Light Standard Luminaires, Type \_\_\_\_" for any replacement cobrahead luminaire, and at the bid item price for "High Mount Luminaires \_\_\_\_" for any replacement high mast luminaire.

In the event of node failure, coordinate with Brady/Trane Services to acquire a warranty replacement. Refer to in section 10.00 for coordination.

**8.40 MEASUREMENT AND PAYMENT**

The cobrahead luminaries measured as provided above will be paid for at the contract unit price per each "Reinstall Cobrahead Luminaire". Such price and payment will be considered full compensation for installing the LED cobrahead luminaire on the bracket arm, new wiring inside the standard from the circuit conductors to the LED roadway luminaire, new in-line breakaway fuseholders with fuses and ground wiring at the pole on the light standard.

The high mast luminaries measured as provided above will be paid for at the contract unit price per each "Reinstall High Mast Luminaire". Such price and payment will be considered full compensation for installing the LED high mast luminaire on the tenon, providing new wiring from the carrier ring junction box to the LED luminaires and providing an equipment grounding conductor to bond the luminaire housing to the supply cord grounding conductor.

Payment will be made under:

Reinstall Cobrahead Luminaire .....	Each
Reinstall High Mast Luminaire .....	Each

**9.00 REMOVE 100' AND 120' HIGH MOUNT STANDARDS**

**9.10 DESCRIPTION**

The work covered by this section consists of the removal of existing 120' and 100' High Mount Standards on concrete foundations at locations shown on the plans. The standards are attached to the foundations with anchor bolts.

Remove or abandon concrete foundations.

#### 9.20 MATERIALS

No materials are required for this work except such miscellaneous items as tape and terminal devices to dead-end circuits serving the standards.

#### 9.30 CONSTRUCTION METHODS

Maintain operation of the existing lighting system until such time that it becomes in conflict with the actual construction work, or it becomes a hazard to traffic as determined by the Engineer.

Coordinate work with the NC DOT Traffic Services Supervisor to assure that circuits can be de-energized where and when necessary.

Carefully remove the luminaire with the GE LightGrid smart node from head frame carrier ring. If the smart node is removed from the luminaire, the Contractor must institute a tagging system so that the same smart node can be reinstalled on the same luminaire. All high mast luminaires will be reinstalled on new high mast poles installed as part of this project. Refer to Section 11.00 of these special provisions if the luminaires are to be stored before reuse.

Dismount high mast pole and remove lowering device head frame and carrier ring. High mast pole and all components shall be disposed of by the Contractor.

Remove or abandon existing concrete high mast foundations as defined in Standard Specifications Section 1400-10. Dispose of the removed concrete, reinforcing steel and anchor bolts in a manner acceptable to the Engineer. Backfill the holes with suitable material and compact backfill as required.

Abandon or remove the conductors and the conduit for the removed high mast light standards as shown on the plans. Refer to Standard Specifications Section 1400-10.

#### 9.40 MEASUREMENT AND PAYMENT

The quantity of removed high mast standards to be paid for will be the actual number which have been dismantled from existing foundations and properly disposed of in a manner acceptable to the Engineer.

The quantity of removed foundations to be paid for will be the actual number which have been removed or abandoned and accepted.

The removed high mast light standards measured as provided above will be paid for at the contract unit price per each "Remove 100' High Mast Standard" or "Remove 120' High Mast Standard". Such price and payment will be considered full compensation for disassembly and disposal of the high mast pole and all components.

The removed foundations measured as provided above will be paid for at the contract unit price per each “Remove 100’ High Mast Standard Foundation” or “Remove 120’ High Mast Standard Foundation”. Such price and payment will be considered full compensation for removing or abandoning foundation concrete, reinforcing steel, transformer bases and anchor bolts. It also includes backfilling the holes with suitable material and compaction the backfill material as required.

Payment will be made under:

Remove (height) High Mast Standard.....Each  
Remove (height) High Mast Standard Foundation.....Each

**10.00 COORDINATION WITH STATEWIDE LIGHTING MAINTENANCE FIRM**

**10.10 DESCRIPTION**

The existing lighting systems installed at the I-40/MKL Jr Drive and I-40/US220 interchanges are being monitored and maintained by Brady/Trane Services (Brady) under a Statewide service agreement. As part of the service agreement with Brady, a smart lighting control system (GE LightGrid) has been installed at this interchange to monitor the power usage and status of the lighting system. The smart lighting control system consists of a wireless gateway installed at the control panel location and smart nodes installed on each luminaire.

The Contractor shall coordinate with Brady at 919-232-5764 or warranty.request@bradyservices.com to have Brady turn the smart lighting control system on and off for the roadway lighting system reconfiguration, installation and testing, troubleshoot communication issues and incorporate new smart nodes installed on new luminaires into the LightGrid infrastructure. Brady shall bill The Contractor directly for these services.

**10.20 MATERIALS**

No materials are required for this section.

**10.30 CONSTRUCTION METHODS**

As a function of the LightGrid system, The Contractor is unable to turn the lights on for testing during the day using the Hand-Off-Auto switch in the existing control panel. The existing luminaires are powered 24/7 and the smart node installed on each luminaire has an integral photocontrol, preventing the luminaire from operating during daylight hours.

The Contractor shall notify Brady at least two weeks prior to beginning the construction work for the reconfiguration of the existing lighting system. Brady will remotely turn all the lights on for 24/7 operation for the duration of the lighting construction. This will allow The Contractor to turn the lighting circuits on and off during the day via the existing breakers in the existing control panel. When not in conflict and where construction allows, the lighting circuits shall be energized at night.

The Contractor shall notify Brady again when work is complete. At that point Brady will remotely confirm that there is communication between the smart nodes and the gateway, and return the system to normal dusk to dawn operation.

In the event that this reconfiguration project causes a communication failure of some or all smart nodes or the gateway, The Contractor shall coordinate with Brady to troubleshoot and resolve the failure.

#### 10.40 MEASUREMENT AND PAYMENT

The Contractor will be reimbursed by the Department for the actual verified cost of charges by Brady for LightGrid service charges. The service charges may include efforts by Brady/Trane Services to place the GE LightGrid system into 24/7 operation and return the system to normal dusk to dawn operation, efforts required to add new smart nodes into the existing GE LightGrid infrastructure, efforts by Brady to troubleshoot communication issues with the LightGrid system and efforts for commissioning of the new smart nodes installed as part of this project.

### 11.00 LUMINAIRE STORAGE

#### 11.10 DESCRIPTION

The work covered in this section consists of providing all equipment, labor, materials and transportation necessary to transport and store LED luminaires and LightGrid smart nodes at a bonded and climate controlled warehouse facility.

#### 11.20 MATERIALS

The Contractor shall provide pallets and straps for storing and transporting the luminaire and smart nodes.

#### 11.30 CONSTRUCTION METHODS

Should storage of the LED luminaires and corresponding smart nodes be necessary during the project, The Contractor is required to store the luminaires and smart nodes in a bonded, climate controlled warehouse facility.

The Contractor shall securely strap the luminaires with smart nodes to a pallet and transport the pallet(s) to the warehouse facility. If the smart nodes are removed from the luminaires during storage, The Contractor must institute a tagging system so that the same smart node can be reinstalled on the same luminaire. The Contractor shall provide proof to the Department that a bonded and climate controlled warehouse is being used. Bonding and climate control are required in order for the Department to maintain the warranty provided by Brady for any of the existing luminaires and smart nodes which are reused and reinstalled as part of this project.

When luminaires are to be reinstalled, The Contractor shall retrieve the luminaires and smart nodes from the warehouse facility and reinstall.

11.40 MEASUREMENT AND PAYMENT

The luminaires to be stored and reinstalled will be paid for at the contract lump sum unit price "Luminaire Storage". Such price and payment will be considered full compensation for storing the removed luminaires and smart nodes in a bonded, climate controlled warehouse. It also includes transportation of the luminaires to and from the warehouse.

Payment will be made under:

Luminaire Storage.....Lump Sum

12.00 100A 6-POSITION MAIN CB PANEL P1

12.10 DESCRIPTION

The work covered by this section consists of furnishing, installing, connecting, and placing into satisfactory operating condition a 100A 6-Position Main Circuit Breaker Panel at the location shown on the plans.

This section also includes the installation of a mounting rack for the panel.

12.20 MATERIALS

Provide a 100A main panel (P1) rated for outdoor use with a minimum of six (6) breaker positions. The panel shall be rated NEMA 3R for outdoor use, 2 pole, 240 VAC with an equipment grounding bar bonded to the enclosure with terminals properly sized for the connection of all conductors. The panel shall be equipped with a 100A bolt on main breaker with terminals sized for the incoming service. The panel shall be finished with a premium grade exterior finish. Provide a neutral bar bonded to the panel with terminals properly sized for the connection of all conductors.

Provide a lock in accordance with Article 1400-8 of the *2018 Standard Specifications*.

Use 1-1/2" x 1-1/2" galvanized slotted steel framing channel with attachment hardware. Use galvanized finish on the brackets and hardware and coat all field cuts or scratches with organic zinc rich repair paint.

Perform all field galvanizing in accordance with Section 1076 of the *2018 Standard Specifications*.

Provide two 8' long, 6" x 6" ground contact treated wood posts which conform with Section 1082 of the *2018 Standard Specifications*.

Provide conduit which meets Article 1091-3 of the *2018 Standard Specifications*.

Provide ground rods meeting Article 1400-2(D) of the *2018 Standard Specifications*.

### 12.30 CONSTRUCTION METHODS

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

Thoroughly compact and backfill in 6" layers around the posts. Remove all unneeded excavated material from the site. Attach galvanized slotted steel framing channel to the wood posts using hardware labeled for use with treated lumber. Galvanized slotted steel framing channel shall be level.

Mount main panel P1 to the galvanized slotted steel framing channel using appropriate hardware. See plan sheet E-10. In main panel P1, install a 100A 2-pole breaker for service to the Lighting Control Panel and a 30A 1-pole breaker for service to the CCTV Service Disconnect.

Install ¾" rigid galvanized steel (RGS) conduit from main panel P1 to the CCTV Service Disconnect. Install 2" RGS conduit from main panel P1 to the Lighting Control Panel.

Intercept existing electrical service from the meter and connect to main panel P1 using conductors sized as shown in the plans. Electrical service conductors shall be installed in 2" conduit.

All conduit shall be RGS above ground and transition to polyvinyl chloride (PVC) below ground. Conduit shall be secured to main panel P1 using locknuts of the appropriate size.

Install a grounding electrode system consisting of a minimum of two ground rods spaced not less than 6 feet apart. Connect ground rods with an appropriately sized bonding jumper. Run a #4 bare copper grounding conductor in ¾" conduit to the ground bar in the P1.

All grounding and bonding equipment shall conform to UL Standard 467. Use ground rods which are 5/8 inch diameter x 10 feet copper clad steel. Permanently bond grounding conductor to ground rod using an irreversible compression ground connector. Unless the irreversible compression connectors are designed for use with more than one conductor, only one conductor shall be placed under each irreversible compression ground connector. Ensure all connections are made using a hydraulic, power or ratcheting type crimper with appropriate dies. Use of handheld pliers for crimping is prohibited.

For ease of inspection, the top of ground rods shall be no more than 6 inches below finished grade and shall remain exposed until electrical inspection is complete.

12.40 MEASUREMENT AND PAYMENT

The Main Circuit Breaker Panel will be paid for at the contract unit price per each “100A 6-POSITION MAIN CB PANEL” installed. Such price and payment will be considered full compensation for all wooden posts, concrete, conduits & appurtenances, 100A 6-Position Main Circuit Breaker Panel with components, mounting hardware and galvanized slotted steel framing channel brackets with attachment hardware.

Payment will be made under:

100A 6-POSITION MAIN CB PANEL.....Each

**13.00 CCTV SERVICE DISCONNECT**

13.10 DESCRIPTION

The work covered in this section involves installing an electrical disconnect for intelligent transportation system (ITS) CCTV equipment at the locations shown on the plans.

13.20 MATERIALS

Provide a service disconnect panel to disconnect power to the ITS CCTV camera. The service disconnect shall be equipped with an external operator handle, a 30A breaker and a lockable cover. The disconnect shall be rated NEMA 3R for outdoor use, single pole, 120 VAC with an equipment grounding bar bonded to the enclosure with terminals properly sized for the connection of all conductors. The disconnect shall be finished with a premium grade exterior finish. Provide an isolated neutral bar with terminals properly sized for the connection of all conductors.

Provide a lock in accordance with Article 1400-8 of the *2018 Standard Specifications*.

Provide conduit which meets Article 1091-3 of the *2018 Standard Specifications*.

Provide conduit which meets requirements for Section 1091-3 *2018 Standard Specifications*.

13.30 CONSTRUCTION METHODS

Attach the service disconnect panel to the galvanized slotted steel framing channel next to the main circuit breaker panel. See plan sheet E-10 and Section 12.00 of these Standard Specifications.

The service disconnect panel shall provide access for one 3/4” conduit and one 1-1/2” conduit. The 3/4” conduit shall be installed between main panel P1 and the service disconnect. Install #10 AWG THWN conductors from main panel P1 to the service

disconnect. The 1-1/2" conduit shall run to existing junction box JB7 for service to the CCTV camera. Install #8 USE conductors from the service disconnect to existing junction box JB7.

Conduit shall be RGS above ground and transition to PVC conduit once underground.

13.40 MEASUREMENT AND PAYMENT

The CCTV service disconnect panel will be paid for at the contract unit price per each "CCTV SERVICE DISCONNECT" installed. Such price and payment will be considered full compensation for furnishing and installing the disconnect panel, circuit breaker, mounting hardware and conduits.

Payment will be made under:

CCTV SERVICE DISCONNECT.....Each



DocuSigned by: Roger Kluckman

10/1/2021

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED



**Project Special Provisions  
Erosion Control**

**STABILIZATION REQUIREMENTS:**

(4-30-2019)

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

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

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

**SEEDING AND MULCHING:**

**(East)**

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

All Roadway Areas

<b>March 1 - August 31</b>		<b>September 1 - February 28</b>	
50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Waste and Borrow Locations

<b>March 1 – August 31</b>		<b>September 1 - February 28</b>	
75#	Tall Fescue	75#	Tall Fescue
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

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

### Approved Tall Fescue Cultivars

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

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

**NUTRIENT MANAGEMENT TRAINING REQUIREMENTS:**

The person(s) responsible for applying fertilizer or person(s) conducting the application of fertilizer on this project within the Jordan Lake or Falls Lake Watershed shall complete the following web-based training prior to performing this work:

<http://www.jordanlake.org/web/jordanlake/fertilizer-management>

A certificate of completion must be presented by the person(s) responsible for fertilizer application or person(s) conducting the application of fertilizer prior to performing fertilizer application on the project within the limits of the Jordan Lake or Fall Lake Watershed.

**Native Grass Seeding And Mulching**

**(West)**

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation and/or trout stream construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

**August 1 - June 1**

18# Creeping Red Fescue  
 8# Big Bluestem  
 6# Indiangrass  
 4# Switchgrass  
 35# Rye Grain  
 500# Fertilizer  
 4000# Limestone

**May 1 – September 1**

18# Creeping Red Fescue  
 8# Big Bluestem  
 6# Indiangrass  
 4# Switchgrass  
 25# German or Browntop Millet  
 500# Fertilizer  
 4000# Limestone

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

### **Measurement and Payment**

Native Grass *Seeding and Mulching* will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

### **TEMPORARY SEEDING:**

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

### **FERTILIZER TOPDRESSING:**

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

### **SUPPLEMENTAL SEEDING:**

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

### **MOWING:**

The minimum mowing height on this project shall be 4 inches.

**LAWN TYPE APPEARANCE:**

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones  $\frac{3}{4}$ " and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

**RESPONSE FOR EROSION CONTROL:****Description**

Furnish the labor, materials, tools and equipment necessary to move personnel, equipment, and supplies to the project necessary for the pursuit of any or all of the following work as shown herein, by an approved subcontractor.

<b>Section</b>	<b>Erosion Control Item</b>	<b>Unit</b>
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

**Construction Methods**

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

## Measurement and Payment

*Response for Erosion Control* will be measured and paid for by counting the actual number of times the subcontractor moves onto the project, including borrow and waste sites, and satisfactorily completes an erosion control action described in Form 1675. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Response for Erosion Control	Each

## **ENVIRONMENTALLY SENSITIVE AREAS:**

### **Description**

This project is located in an *Environmentally Sensitive Area*. This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the Environmentally Sensitive Areas identified on the plans and as designated by the Engineer. This also requires special procedures to be used for seeding and mulching and staged seeding within the project.

The Environmentally Sensitive Area shall be defined as a 50-foot buffer zone on both sides of the stream or depression measured from top of streambank or center of depression.

### **Construction Methods**

#### (A) Clearing and Grubbing

In areas identified as Environmentally Sensitive Areas, the Contractor may perform clearing operations, but not grubbing operations until immediately prior to beginning grading operations as described in Article 200-1 of the *Standard Specifications*. Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

#### (B) Grading

Once grading operations begin in identified Environmentally Sensitive Areas, work shall progress in a continuous manner until complete. All construction within these areas shall progress in a continuous manner such that each phase is complete and areas are permanently stabilized prior to beginning of next phase. Failure on the part of the Contractor to complete any phase of construction in a continuous manner in Environmentally Sensitive Areas will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the *Standard Specifications*.

(C) Temporary Stream Crossings

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-12 of the *Standard Specifications*.

(D) Seeding and Mulching

Seeding and mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

Seeding and mulching shall be performed on the areas disturbed by construction immediately following final grade establishment. No appreciable time shall lapse into the contract time without stabilization of slopes, ditches and other areas within the Environmentally Sensitive Areas.

(E) Stage Seeding

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height measured along the slope, or greater than 2 acres in area. Each stage shall not exceed the limits stated above.

Additional payments will not be made for the requirements of this section, as the cost for this work shall be included in the contract unit prices for the work involved.

**MINIMIZE REMOVAL OF VEGETATION:**

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

**STOCKPILE AREAS:**

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material stockpile areas as directed.

**ACCESS AND HAUL ROADS:**

At the end of each working day, the Contractor shall install or re-establish temporary diversions or earth berms across access/haul roads to direct runoff into sediment devices. Silt fence sections that are temporarily removed shall be reinstalled across access/haul roads at the end of each working day.

**CONSTRUCTION MATERIALS MANAGEMENT**

(3-19-19) (rev. 04-27-19)

**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%20Quality/Environmental%20Sciences/ATU/ApprovedPAMS\\_4\\_1\\_2017.pdf](https://files.nc.gov/ncdeq/Water%20Quality/Environmental%20Sciences/ATU/ApprovedPAMS_4_1_2017.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:**

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/ContractedReclamationProcedures.pdf>

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

**SAFETY FENCE AND JURISDICTIONAL FLAGGING:****Description**

*Safety Fence* shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

**Materials****(A) Safety Fencing**

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

**(B) Boundary Flagging**

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

**Construction Methods**

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

**(A) Safety Fencing**

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final

acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

**Measurement and Payment**

*Safety Fence* will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation

including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

**Pay Item**

Safety Fence

**Pay Unit**

Linear Foot

**WATTLES WITH POLYACRYLAMIDE (PAM):**

**Description**

Wattles are tubular products consisting of excelsior fibers encased in synthetic netting. Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of wattles, matting installation, PAM application, and removing wattles.

**Materials**

Wattle shall meet the following specifications:

100% Curled Wood (Excelsior) Fibers	
Minimum Diameter	12 in.
Minimum Density	2.5 lb/ft <sup>3</sup> +/- 10%
Net Material	Synthetic
Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes a minimum of 2-ft. long with a 2 in. x 2 in. nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.

Matting shall meet the requirements of Article 1060-8 of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the wattles will be placed, and from offsite material

used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each wattle. The PAM product used shall be listed on the North Carolina Department of Environmental Quality Division of Water Resources web site as an approved PAM product for use in North Carolina.

### **Construction Methods**

Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6 in.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Apply PAM over the lower center portion of the wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the wattle. PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

### **Measurement and Payment**

*Wattles* 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 *Wattles*.

Matting will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

*Polyacrylamide(PAM)* will be measured and paid for by the actual weight in pounds of PAM applied to the wattles. 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 apply the *Polyacrylamide(PAM)*.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Polyacrylamide(PAM)	Pound
Wattle	Linear Foot

**TEMPORARY ROCK SILT CHECK TYPE A WITH EXCELSIOR MATTING AND POLYACRYLAMIDE (PAM):**

**Description**

Temporary Rock Silt Checks Type A with Excelsior Matting and Polyacrylamide (PAM) are devices utilized in temporary and permanent ditches to reduce runoff velocity and incorporate PAM into the construction runoff to increase settling of sediment particles and reduce turbidity of runoff. Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of Temporary Rock Silt Checks Type A, matting installation, PAM application, and removing Temporary Rock Silt Checks Type A with Excelsior Matting and PAM.

**Materials**

Structural stone shall be class B stone that meets the requirements of Section 1042 of the *Standard Specifications* for Stone for Erosion Control, Class B.

Sediment control stone shall be #5 or #57 stone, which meets the requirements of Section 1005 of the *Standard Specifications* for these stone sizes.

Matting shall meet the requirements of Excelsior Matting in Subarticle 1060-8(B) of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each Temporary Rock Silt Check Type A. The PAM product used shall be listed on the North Carolina Department of Environmental Quality Division of Water Resources web site as an approved PAM product for use in North Carolina.

**Construction Methods**

Temporary Rock Silt Checks Type A shall be installed in accordance with Subarticle 1633-3(A) of the *Standard Specifications*, Roadway Standard Drawing No. 1633.01 and the detail provided in the plans.

Installation of matting shall be in accordance with the detail provided in the plans, and anchored by placing Class B stone on top of the matting at the upper and lower ends.

Apply PAM at a rate of 4 ounces over the center portion of the Temporary Rock Silt Checks Type A and matting where the water is going to flow over. PAM applications shall be done during construction activities and after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM until the project is accepted or until the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are removed, and shall remove and dispose of silt accumulations at the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

**Measurement and Payment**

*Temporary Rock Silt Checks Type A* will be measured and paid for in accordance with Article 1633-5 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Matting will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

*Polyacrylamide(PAM)* will be measured and paid for by the actual weight in pounds of PAM applied to the Temporary Rock Silt Checks Type A. 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 apply the *Polyacrylamide(PAM)*.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Polyacrylamide(PAM)	Pound

**COIR FIBER MAT:**

**Description**

Furnish material, install and maintain coir fiber mat in locations shown on the plans or in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat with stakes, steel reinforcement bars or staples as directed.

**Materials**

<b>Item</b>	<b>Section</b>
Coir Fiber Mat	1060-14

Anchors: Stakes, reinforcement bars, or staples shall be used as anchors.

**Wooden Stakes:**

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

**Steel Reinforcement Bars:**

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

**Staples:**

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

**Construction Methods**

Place the coir fiber mat immediately upon final grading. Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the mat with the soil. Unroll the mat and apply without stretching such that it will lie smoothly but loosely on the soil surface.

For stream relocation applications, take care to preserve the required line, grade, and cross section of the area covered. Bury the top slope end of each piece of mat in a narrow trench at least 6 in. deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6 in. overlap. Construct check trenches at least 12 in. deep every 50 ft. longitudinally along the edges of the mat or as directed. Fold over and bury mat to the full depth of the trench, close and tamp firmly. Overlap mat at least 6 in. where 2 or more widths of mat are installed side by side.

Place anchors across the mat at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the mat 3 ft. apart.

Adjustments in the trenching or anchoring requirements to fit individual site conditions may be required.

**Measurement and Payment**

*Coir Fiber Mat* will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

No measurement will be made for anchor items.



Payment will be made under:

**Pay Item**

Coir Fiber Mat

**Pay Unit**

Square Yard

**CONCRETE WASHOUT STRUCTURE:**

(12-10-20)

**Description**

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

**Materials**

**Item**

Temporary Silt Fence

**Section**

1605

*Safety Fence* shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

**Construction Methods**

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

<https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf>

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

### **Maintenance and Removal**

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

### **Measurement and Payment**

*Concrete Washout Structure* will be paid for per each enclosure installed in accordance with the details. If alternate details or commercially available devices are approved, then those devices will also be paid for per each approved and installed device.

*Temporary Silt Fence* will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

*Safety Fence* shall be measured and paid for as provided elsewhere in this contract.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

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

County : Guilford

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0043000000-N	226	GRADING	Lump Sum	L.S.	
0003	0057000000-E	226	UNDERCUT EXCAVATION	450 CY		
0004	0195000000-E	265	SELECT GRANULAR MATERIAL	400 CY		
0005	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	700 SY		
0006	0199000000-E	SP	TEMPORARY SHORING	600 SF		
0007	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	10 TON		
0008	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	20 SY		
0009	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	24 LF		
0010	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	8 LF		
0011	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	8 LF		
0012	1099500000-E	505	SHALLOW UNDERCUT	100 CY		
0013	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	200 TON		
0014	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	25,090 SY		
0015	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	3,630 TON		
0016	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1,260 TON		
0017	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	5,620 TON		
0018	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	225 TON		

County : Guilford

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	1577000000-E	620	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX	390 TON		
0020	1662000000-E	650	OPEN-GRADED ASPHALT FRICTION COURSE, TYPE FC-1 MODIFIED	1,110 TON		
0021	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	16,095 LF		
0022	2022000000-E	815	SUBDRAIN EXCAVATION	67.2 CY		
0023	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200 SY		
0024	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	33.6 CY		
0025	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF		
0026	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA		
0027	2077000000-E	815	6" OUTLET PIPE	6 LF		
0028	2253000000-E	840	PIPE COLLARS	0.553 CY		
0029	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	6 EA		
0030	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	2.2 LF		
0031	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	2 EA		
0032	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA		
0033	2407000000-N	840	STEEL FRAME WITH TWO GRATES, STD 840.37	9 EA		
0034	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	780 LF		
0035	2724000000-E	857	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED	950 LF		
0036	2815000000-N	858	ADJUSTMENT OF DROP INLETS	5 EA		
0037	2905000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX	1 EA		

County : Guilford

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0038	3030000000-E	862	STEEL BEAM GUARDRAIL	1,087.5 LF		
0039	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0040	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	2 EA		
0041	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	3 EA		
0042	3317000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE B-77	3 EA		
0043	3360000000-E	863	REMOVE EXISTING GUARDRAIL	1,310 LF		
0044	3649000000-E	876	RIP RAP, CLASS B	3 TON		
0045	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	685 SY		
0046	4048000000-E	902	REINFORCED CONCRETE SIGN FOUNDATIONS	1 CY		
0047	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDATIONS	1 CY		
0048	4057000000-E	SP	OVERHEAD FOOTING	57 CY		
0049	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	415 LB		
0050	4066000000-E	903	SUPPORTS, SIMPLE STEEL BEAM	444 LB		
0051	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	225 LF		
0052	4082100000-N	906	SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (12+69 -Y2-)	Lump Sum	L.S.	
0053	4082100000-N	906	SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (16+86 -Y1RP-)	Lump Sum	L.S.	
0054	4082100000-N	906	SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (23+61 -Y2-)	Lump Sum	L.S.	
0055	4082100000-N	906	SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (49+43 -Y2-)	Lump Sum	L.S.	

County : Guilford

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0056	4102000000-N	904	SIGN ERECTION, TYPE E	11 EA		
0057	4108000000-N	904	SIGN ERECTION, TYPE F	3 EA		
0058	4109000000-N	904	SIGN ERECTION, TYPE *** (OVER- HEAD) (A)	13 EA		
0059	4109000000-N	904	SIGN ERECTION, TYPE *** (OVER- HEAD) (B)	7 EA		
0060	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	3 EA		
0061	4115000000-N	904	SIGN ERECTION, OVERLAY (OVER- HEAD)	7 EA		
0062	4149000000-N	907	DISPOSAL OF SIGN SYSTEM, OVER- HEAD	2 EA		
0063	4152000000-N	907	DISPOSAL OF SIGN SYSTEM, STEEL BEAM	6 EA		
0064	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	11 EA		
0065	4234000000-N	907	DISPOSAL OF SIGN, A OR B (OVERHEAD)	15 EA		
0066	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	1 EA		
0067	4241000000-N	907	DISPOSAL OF SIGN, OVERLAY (OVERHEAD)	3 EA		
0068	4251000000-N	907	DISPOSAL OF LIGHTING SYSTEM	1 EA		
0069	4263000000-N	907	DISPOSAL OF WALKWAY	4 EA		
0070	4360000000-N	SP	GENERIC SIGNING ITEM CUTTING OF SIGN HANGERS, OVER- HEAD	4 EA		
0071	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	290.5 SF		
0072	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	291 SF		

County : Guilford

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0073	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	36	SF	
0074	4415000000-N	1115	FLASHING ARROW BOARD	2	EA	
0075	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA	
0076	4430000000-N	1130	DRUMS	200	EA	
0077	4434000000-N	SP	SEQUENTIAL FLASHING WARNING LIGHTS	37	EA	
0078	4445000000-E	1145	BARRICADES (TYPE III)	72	LF	
0079	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	4	EA	
0080	4470000000-N	1160	REMOVE & RESET TEMPORARY CRASH CUSHION	4	EA	
0081	4480000000-N	1165	TMA	2	EA	
0082	4485000000-E	1170	PORTABLE CONCRETE BARRIER	4,520	LF	
0083	4500000000-E	1170	REMOVE AND RESET PORTABLE CONCRETE BARRIER	3,250	LF	
0084	4510000000-N	1190	LAW ENFORCEMENT	70	HR	
0085	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	335	EA	
0086	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	820	LF	
0087	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	26	EA	
0088	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	14	EA	
0089	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	32,986	LF	
0090	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	7,380	LF	

County : Guilford

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0091	4855000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (6")	8,262 LF		
0092	4865000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	1,815 LF		
0093	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	1 EA		
0094	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 12" 30 MILS (STANDARD GLASS BEADS)	4,736 LF		
0095	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 6", 30 MILS (STANDARD GLASS BEADS)	17,545 LF		
0096	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM NON-CAST IRON SNOWPLOWABLE PAVMENT MARKER	445 EA		
0097	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	8 EA		
0098	5010000000-E	1401	100' HIGH MOUNT STANDARD	2 EA		
0099	5015000000-E	1401	120' HIGH MOUNT STANDARD	3 EA		
0100	5020000000-N	1401	PORTABLE DRIVE UNIT	1 EA		
0101	5025000000-E	SP	HIGH MOUNT FOUNDATIONS	43 CY		
0102	5030000000-N	SP	HIGH MOUNT LUMINAIRES ***** (560W LED)	12 EA		
0103	5050000000-N	1404	LIGHT STANDARDS, TYPE MTLT ***** (45' SA, 15' ARM)	8 EA		
0104	5070000000-N	SP	STANDARD FOUNDATION ***** (TYPE R1)	6 EA		
0105	5070000000-N	SP	STANDARD FOUNDATION ***** (TYPE R2)	2 EA		
0106	5080000000-N	SP	LIGHT STANDARD LUMINAIRES, TYPE ***** (RDW, 285W LED)	6 EA		



County : Guilford

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0107	5120000000-N	1407	ELECTRIC SERVICE POLE **** ***** (30' CLASS 4)	2	EA	
0108	5125000000-E	1407	ELECTRIC SERVICE LATERAL ***** (3 #1/0 USE)	50	LF	
0109	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	245	LF	
0110	5160000000-E	1409	ELECTRICAL DUCT, TYPE JA, SIZE ***** (3")	478	LF	
0111	5160000000-E	1409	ELECTRICAL DUCT, TYPE JA, SIZE ***** (4")	205	LF	
0112	5170000000-E	1410	** #8 W/G FEEDER CIRCUIT (2)	120	LF	
0113	5180000000-E	1410	** #4 W/G FEEDER CIRCUIT (2)	110	LF	
0114	5185000000-E	1410	** #2 W/G FEEDER CIRCUIT (2)	220	LF	
0115	5205000000-E	1410	** #8 W/G FEEDER CIRCUIT IN *****" CONDUIT (2, 1.5")	720	LF	
0116	5215000000-E	1410	** #4 W/G FEEDER CIRCUIT IN *****" CONDUIT (2, 1.5")	3,870	LF	
0117	5220000000-E	1410	** #2 W/G FEEDER CIRCUIT IN *****" CONDUIT (2, 1.5")	2,400	LF	
0118	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (CS36)	3	EA	
0119	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (HM18)	5	EA	
0120	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (IG18)	10	EA	

County : Guilford

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0121	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (LS18)	8 EA		
0122	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0123	5260000000-N	SP	GENERIC LIGHTING ITEM LUMINAIRE STORAGE	Lump Sum	L.S.	
0124	5270000000-N	SP	GENERIC LIGHTING ITEM 100A 6-POSITION MAIN CB PANEL	1 EA		
0125	5270000000-N	SP	GENERIC LIGHTING ITEM CCTV SERVICE DISCONNECT	1 EA		
0126	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHT CONTROL EQUIPMENT, TYPE RW, 120/240V	3 EA		
0127	5270000000-N	SP	GENERIC LIGHTING ITEM REINSTALL COBRAHEAD LUMINAIRE	10 EA		
0128	5270000000-N	SP	GENERIC LIGHTING ITEM REINSTALL COMMUNICATION GATE- WAY	1 EA		
0129	5270000000-N	SP	GENERIC LIGHTING ITEM REINSTALL HIGH MAST LUMINAIRE	24 EA		
0130	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE 100' HIGH MAST STANDARD	2 EA		
0131	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE 100' HIGH MAST STANDARD FOUNDATION	2 EA		
0132	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE 120' HIGH MAST STANDARD	3 EA		
0133	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE 120' HIGH MAST STANDARD FOUNDATION	3 EA		
0134	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE CONTROL SYSTEM - DISPOSE	2 EA		
0135	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE CONTROL SYSTEM - SALVAGE	1 EA		

County : Guilford

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0136	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE LIGHT STANDARD FOUNDATION	5	EA	
0137	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE SINGLE ARM LIGHT STANDARD - DISPOSE	1	EA	
0138	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE SINGLE ARM LIGHT STANDARD - SALVAGE	1	EA	
0139	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE TWIN ARM LIGHT STANDARD - DISPOSE	4	EA	
0140	6000000000-E	1605	TEMPORARY SILT FENCE	4,275	LF	
0141	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	225	TON	
0142	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	90	TON	
0143	6012000000-E	1610	SEDIMENT CONTROL STONE	210	TON	
0144	6015000000-E	1615	TEMPORARY MULCHING	3.5	ACR	
0145	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	300	LB	
0146	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	1.5	TON	
0147	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200	LF	
0148	6029000000-E	SP	SAFETY FENCE	200	LF	
0149	6030000000-E	1630	SILT EXCAVATION	80	CY	
0150	6036000000-E	1631	MATTING FOR EROSION CONTROL	17,500	SY	
0151	6037000000-E	SP	COIR FIBER MAT	100	SY	
0152	6042000000-E	1632	1/4" HARDWARE CLOTH	910	LF	
0153	6071010000-E	SP	WATTLE	270	LF	

County : Guilford

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0154	6071020000-E	SP	POLYACRYLAMIDE (PAM)	95	LB	
0155	6084000000-E	1660	SEEDING & MULCHING	3	ACR	
0156	6087000000-E	1660	MOWING	2	ACR	
0157	6090000000-E	1661	SEED FOR REPAIR SEEDING	50	LB	
0158	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	
0159	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	75	LB	
0160	6108000000-E	1665	FERTILIZER TOPDRESSING	2.25	TON	
0161	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	
0162	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25	EA	
0163	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	6	EA	

1357/Oct04/Q178927.053/D672954830000/E163

Total Amount Of Bid For Entire Project :

Vendor 1 of 3: BRANCH CIVIL INC (3697)  
Call Order 006 (Proposal: C204665)

### Bid Information

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<b>Proposal County:</b> GUILFORD	<b>Bid Checksum:</b> BE97AEB680
<b>Vendor Address:</b>	<b>Bid Total:</b> \$5,144,885.00
<b>Signature Check:</b> Michael Andrew Colbert	<b>Items Total:</b> \$5,144,885.00
<b>Time Bid Received:</b> November 16, 2021 01:34 PM	<b>Time Total:</b> \$0.00
<b>Amendment Count:</b> 0	

**Bidding Errors:**

None.

**Advertised DBE Goal: 8.0%**  
**DBE Participation Submitted: 10.83%**

**Vendor 1 of 3: BRANCH CIVIL INC (3697)**  
**Call Order 006 (Proposal: C204665)**

**Bid Bond Information**

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<b>Projects:</b>	<b>Bond Maximum:</b>
<b>Counties:</b>	<b>State of Incorporation:</b>
<b>Bond ID:</b> SNC21746254	<b>Agency Execution Date:</b> 11/03/2021 09
<b>Paid by Check:</b> No	<b>Surety Name:</b> Surety2000
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> CHUBB Surety

### DBE Load Information

Letting ID: L211116  
Letting Date: 11/16/2021  
Call Order: 006  
Contract ID: C204665  
Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDEDSTATE FUNDED  
Bid Total: \$5,144,885.00  
DBE Goal: 8.00% (\$411,590.80)

Vendor ID: 3697  
Vendor Name: Branch Civil, Inc.  
DBE Entered: 10.83% (\$557,423.00)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
<del>4761</del>	<del>TRAFFIC CONTROL SAFETY SERVICES, INC.</del>	False	POST OFFICE BOX 24511 WINSTON-SALEM, NC 27114	SubContractor	557,423.00

Letting: L211116  
11/16/2021 02:00:00 PM

North Carolina Department of Transportation  
3697 - Branch Civil, Inc.

Contract ID: C204665  
Call: 006

BondID: SNC21746254  
Surety Registry Agency: Surety2000  
Verified?: 1  
Surety Agency: CHUBB Surety  
Bond Execution Date: 11/03/2021 09:12:24 AM



Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$246,429.0000	\$246,429.00
0002	0043000000-N GRADING	1.000	LS	\$575,000.0000	\$575,000.00
0003	0057000000-E UNDERCUT EXCAVATION	450.000	CY	\$42.0000	\$18,900.00
0004	0195000000-E SELECT GRANULAR MATERIAL	400.000	CY	\$100.0000	\$40,000.00
0005	0196000000-E GEOTEXTILE FOR SOIL STABILIZA-TION	700.000	SY	\$8.8000	\$6,160.00
0006	0199000000-E TEMPORARY SHORING	600.000	SF	\$108.0000	\$64,800.00
0007	0318000000-E FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	10.000	TON	\$112.0000	\$1,120.00
0008	0320000000-E FOUNDATION CONDITIONING GEO- TEXTILE	20.000	SY	\$29.3000	\$586.00
0009	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	24.000	LF	\$190.0000	\$4,560.00
0010	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	8.000	LF	\$172.0000	\$1,376.00
0011	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	8.000	LF	\$192.0000	\$1,536.00
0012	1099500000-E SHALLOW UNDERCUT	100.000	CY	\$193.0000	\$19,300.00
0013	1099700000-E CLASS IV SUBGRADE STABILIZA- TION	200.000	TON	\$78.8000	\$15,760.00
0014	1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (1-1/2")	25090.000	SY	\$1.8000	\$45,162.00
0015	1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C	3630.000	TON	\$110.0000	\$399,300.00
0016	1503000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1260.000	TON	\$110.0000	\$138,600.00
0017	1524200000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5D	5620.000	TON	\$108.0000	\$606,960.00
0018	1575000000-E ASPHALT BINDER FOR PLANT MIX	225.000	TON	\$725.0000	\$163,125.00
0019	1577000000-E POLYMER MODIFIED ASPHALT BIN- DER FOR PLANT MIX	390.000	TON	\$850.0000	\$331,500.00
0020	1662000000-E OPEN-GRADED ASPHALT FRICTION COURSE, TYPE FC-1 MODIFIED	1110.000	TON	\$125.0000	\$138,750.00
0021	1840000000-E MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	16095.000	LF	\$1.0000	\$16,095.00
0022	2022000000-E SUBDRAIN EXCAVATION	67.200	CY	\$105.0000	\$7,056.00
0023	2026000000-E GEOTEXTILE FOR SUBSURFACE DRAINS	200.000	SY	\$20.7500	\$4,150.00

0024	2036000000-E	33.600	CY		\$380.0000	\$12,768.00
	SUBDRAIN COARSE AGGREGATE					
0025	2044000000-E	200.000	LF		\$32.0000	\$6,400.00
	6" PERFORATED SUBDRAIN PIPE					
0026	2070000000-N	1.000	EA		\$1,550.0000	\$1,550.00
	SUBDRAIN PIPE OUTLET					
0027	2077000000-E	6.000	LF		\$81.0000	\$486.00
	6" OUTLET PIPE					
0028	2253000000-E	0.553	CY		\$9,200.0000	\$5,087.60
	PIPE COLLARS					
0029	2286000000-N	6.000	EA		\$9,000.0000	\$54,000.00
	MASONRY DRAINAGE STRUCTURES					
0030	2308000000-E	2.200	LF		\$970.0000	\$2,134.00
	MASONRY DRAINAGE STRUCTURES					
0031	2365000000-N	2.000	EA		\$1,370.0000	\$2,740.00
	FRAME WITH TWO GRATES, STD 840.22					
0032	2396000000-N	1.000	EA		\$1,120.0000	\$1,120.00
	FRAME WITH COVER, STD 840.54					
0033	2407000000-N	9.000	EA		\$4,160.0000	\$37,440.00
	STEEL FRAME WITH TWO GRATES, STD 840.37					
0034	2577000000-E	780.000	LF		\$92.7500	\$72,345.00
	CONCRETE EXPRESSWAY GUTTER					
0035	2724000000-E	950.000	LF		\$102.0000	\$96,900.00
	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED					
0036	2815000000-N	5.000	EA		\$1,470.0000	\$7,350.00
	ADJUSTMENT OF DROP INLETS					
0037	2905000000-N	1.000	EA		\$6,200.0000	\$6,200.00
	CONVERT EXISTING DROP INLET TO JUNCTION BOX					
0038	3030000000-E	1087.500	LF		\$34.0000	\$36,975.00
	STEEL BEAM GUARDRAIL					
0039	3150000000-N	5.000	EA		\$82.0000	\$410.00
	ADDITIONAL GUARDRAIL POSTS					
0040	3210000000-N	2.000	EA		\$1,575.0000	\$3,150.00
	GUARDRAIL END UNITS, TYPE CAT-1					
0041	3287000000-N	3.000	EA		\$4,700.0000	\$14,100.00
	GUARDRAIL END UNITS, TYPE TL-3					
0042	3317000000-N	3.000	EA		\$3,500.0000	\$10,500.00
	GUARDRAIL ANCHOR UNITS, TYPE B-77					
0043	3360000000-E	1310.000	LF		\$2.5500	\$3,340.50
	REMOVE EXISTING GUARDRAIL					
0044	3649000000-E	3.000	TON		\$240.0000	\$720.00
	RIP RAP, CLASS B					
0045	3656000000-E	685.000	SY		\$4.7500	\$3,253.75
	GEOTEXTILE FOR DRAINAGE					
0046	4048000000-E	1.000	CY		\$11.0000	\$11.00
	REINFORCED CONCRETE SIGN FOUNDATIONS					
0047	4054000000-E	1.000	CY		\$1.2500	\$1.25
	PLAIN CONCRETE SIGN FOUNDATIONS					
0048	4057000000-E	57.000	CY		\$2,480.0000	\$141,360.00

OVERHEAD FOOTING

0049	4060000000-E	415.000 LB	\$21.0000	\$8,715.00
	SUPPORTS, BREAKAWAY STEEL BEAM			
0050	4066000000-E	444.000 LB	\$21.0000	\$9,324.00
	SUPPORTS, SIMPLE STEEL BEAM			
0051	4072000000-E	225.000 LF	\$19.0000	\$4,275.00
	SUPPORTS, 3-LB STEEL U-CHANNEL			
0052	4082100000-N	1.000 LS	\$69,500.0000	\$69,500.00
	SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (12+69 -Y2-)			
0053	4082100000-N	1.000 LS	\$200,000.0000	\$200,000.00
	SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (16+86 -Y1RP-)			
0054	4082100000-N	1.000 LS	\$49,000.0000	\$49,000.00
	SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (23+61 -Y2-)			
0055	4082100000-N	1.000 LS	\$49,000.0000	\$49,000.00
	SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (49+43 -Y2-)			
0056	4102000000-N	11.000 EA	\$82.0000	\$902.00
	SIGN ERECTION, TYPE E			
0057	4108000000-N	3.000 EA	\$82.0000	\$246.00
	SIGN ERECTION, TYPE F			
0058	4109000000-N	13.000 EA	\$1,650.0000	\$21,450.00
	SIGN ERECTION, TYPE *** (OVER-HEAD) (A)			
0059	4109000000-N	7.000 EA	\$405.0000	\$2,835.00
	SIGN ERECTION, TYPE *** (OVER-HEAD) (B)			
0060	4110000000-N	3.000 EA	\$585.0000	\$1,755.00
	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)			
0061	4115000000-N	7.000 EA	\$585.0000	\$4,095.00
	SIGN ERECTION, OVERLAY (OVER- HEAD)			
0062	4149000000-N	2.000 EA	\$10,800.0000	\$21,600.00
	DISPOSAL OF SIGN SYSTEM, OVER-HEAD			
0063	4152000000-N	6.000 EA	\$585.0000	\$3,510.00
	DISPOSAL OF SIGN SYSTEM, STEELBEAM			
0064	4155000000-N	11.000 EA	\$1.2500	\$13.75
	DISPOSAL OF SIGN SYSTEM, U- CHANNEL			
0065	4234000000-N	15.000 EA	\$58.0000	\$870.00
	DISPOSAL OF SIGN, A OR B (OVERHEAD)			
0066	4238000000-N	1.000 EA	\$1.1500	\$1.15
	DISPOSAL OF SIGN, D, E OR F			
0067	4241000000-N	3.000 EA	\$58.0000	\$174.00
	DISPOSAL OF SIGN, OVERLAY (OVERHEAD)			
0068	4251000000-N	1.000 EA	\$745.0000	\$745.00
	DISPOSAL OF LIGHTING SYSTEM			
0069	4263000000-N	4.000 EA	\$745.0000	\$2,980.00
	DISPOSAL OF WALKWAY			
0070	4360000000-N	4.000 EA	\$245.0000	\$980.00
	GENERIC SIGNING ITEM CUTTING OF SIGN HANGERS, OVER-HEAD			
0071	4400000000-E	290.500 SF	\$9.0000	\$2,614.50
	WORK ZONE SIGNS (STATIONARY)			
0072	4405000000-E	291.000 SF	\$33.0000	\$9,603.00
	WORK ZONE SIGNS (PORTABLE)			

0073	4410000000-E	36.000	SF	\$8.2500	\$297.00
	WORK ZONE SIGNS (BARRICADE MOUNTED)				
0074	4415000000-N	2.000	EA	\$3,040.0000	\$6,080.00
	FLASHING ARROW BOARD				
0075	4420000000-N	4.000	EA	\$9,375.0000	\$37,500.00
	PORTABLE CHANGEABLE MESSAGE SIGN				
0076	4430000000-N	200.000	EA	\$72.0000	\$14,400.00
	DRUMS				
0077	4434000000-N	37.000	EA	\$198.0000	\$7,326.00
	SEQUENTIAL FLASHING WARNING LIGHTS				
0078	4445000000-E	72.000	LF	\$41.2500	\$2,970.00
	BARRICADES (TYPE III)				
0079	4465000000-N	4.000	EA	\$11,745.0000	\$46,980.00
	TEMPORARY CRASH CUSHIONS				
0080	4470000000-N	4.000	EA	\$3,420.0000	\$13,680.00
	REMOVE & RESET TEMPORARY CRASH CUSHION				
0081	4480000000-N	2.000	EA	\$18,775.0000	\$37,550.00
	TMA				
0082	4485000000-E	4520.000	LF	\$39.2500	\$177,410.00
	PORTABLE CONCRETE BARRIER				
0083	4500000000-E	3250.000	LF	\$6.6000	\$21,450.00
	REMOVE AND RESET PORTABLE CON-CRETE BARRIER				
0084	4510000000-N	70.000	HR	\$60.0000	\$4,200.00
	LAW ENFORCEMENT				
0085	4650000000-N	335.000	EA	\$15.6000	\$5,226.00
	TEMPORARY RAISED PAVEMENT MARKERS				
0086	4700000000-E	820.000	LF	\$4.1500	\$3,403.00
	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)				
0087	4720000000-E	26.000	EA	\$150.0000	\$3,900.00
	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)				
0088	4725000000-E	14.000	EA	\$172.0000	\$2,408.00
	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)				
0089	4815000000-E	32986.000	LF	\$0.5000	\$16,493.00
	PAINT PAVEMENT MARKING LINES (6")				
0090	4825000000-E	7380.000	LF	\$0.9000	\$6,642.00
	PAINT PAVEMENT MARKING LINES (12")				
0091	4855000000-E	8262.000	LF	\$0.7500	\$6,196.50
	REMOVAL OF PAVEMENT MARKING LINES (6")				
0092	4865000000-E	1815.000	LF	\$1.9500	\$3,539.25
	REMOVAL OF PAVEMENT MARKING LINES (12")				
0093	4875000000-N	1.000	EA	\$264.5000	\$264.50
	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS				
0094	4890000000-E	4736.000	LF	\$2.5000	\$11,840.00
	GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 12" 30 MILS (STANDARD GLASS BEADS)				
0095	4890000000-E	17545.000	LF	\$2.0500	\$35,967.25
	GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 6", 30 MILS (STANDARD GLASS BEADS)				
0096	4895000000-N	445.000	EA	\$64.0000	\$28,480.00

GENERIC PAVEMENT MARKING ITEM NON-CAST IRON SNOWPLOWABLE PAVMENT MARKER

0097	4900000000-N	8.000	EA		\$83.0000	\$664.00
	PERMANENT RAISED PAVEMENT		MARKERS			
0098	5010000000-E	2.000	EA		\$28,700.0000	\$57,400.00
	100' HIGH MOUNT STANDARD					
0099	5015000000-E	3.000	EA		\$32,500.0000	\$97,500.00
	120' HIGH MOUNT STANDARD					
0100	5020000000-N	1.000	EA		\$6,300.0000	\$6,300.00
	PORTABLE DRIVE UNIT					
0101	5025000000-E	43.000	CY		\$1,475.0000	\$63,425.00
	HIGH MOUNT FOUNDATIONS					
0102	5030000000-N	12.000	EA		\$1,575.0000	\$18,900.00
	HIGH MOUNT LUMINAIRES ***** (560W LED)					
0103	5050000000-N	8.000	EA		\$5,200.0000	\$41,600.00
	LIGHT STANDARDS, TYPE MTLT ***** (45' SA, 15' ARM)					
0104	5070000000-N	6.000	EA		\$950.0000	\$5,700.00
	STANDARD FOUNDATION ***** (TYPE R1)					
0105	5070000000-N	2.000	EA		\$1,410.0000	\$2,820.00
	STANDARD FOUNDATION ***** (TYPE R2)					
0106	5080000000-N	6.000	EA		\$1,125.0000	\$6,750.00
	LIGHT STANDARD LUMINAIRES, TYPE ***** (RDW, 285W LED)					
0107	5120000000-N	2.000	EA		\$1,050.0000	\$2,100.00
	ELECTRIC SERVICE POLE ***** (30' CLASS 4)					
0108	5125000000-E	50.000	LF		\$7.7500	\$387.50
	ELECTRIC SERVICE LATERAL ***** (3 #1/0 USE)					
0109	5155000000-E	245.000	LF		\$13.5000	\$3,307.50
	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")					
0110	5160000000-E	478.000	LF		\$13.5000	\$6,453.00
	ELECTRICAL DUCT, TYPE JA, SIZE ***** (3")					
0111	5160000000-E	205.000	LF		\$24.0000	\$4,920.00
	ELECTRICAL DUCT, TYPE JA, SIZE ***** (4")					
0112	5170000000-E	120.000	LF		\$8.1000	\$972.00
	** #8 W/G FEEDER CIRCUIT (2)					
0113	5180000000-E	110.000	LF		\$26.2500	\$2,887.50
	** #4 W/G FEEDER CIRCUIT (2)					
0114	5185000000-E	220.000	LF		\$7.7500	\$1,705.00
	** #2 W/G FEEDER CIRCUIT (2)					
0115	5205000000-E	720.000	LF		\$16.0000	\$11,520.00
	** #8 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5")					
0116	5215000000-E	3870.000	LF		\$16.5000	\$63,855.00
	** #4 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5")					
0117	5220000000-E	2400.000	LF		\$16.5000	\$39,600.00
	** #2 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5")					
0118	5240000000-N	3.000	EA		\$950.0000	\$2,850.00
	ELECTRICAL JUNCTION BOXES ***** (CS36)					
0119	5240000000-N	5.000	EA		\$415.0000	\$2,075.00
	ELECTRICAL JUNCTION BOXES ***** (HM18)					
0120	5240000000-N	10.000	EA		\$390.0000	\$3,900.00
	ELECTRICAL JUNCTION BOXES ***** (IG18)					

0121	5240000000-N	8.000	EA	\$415.0000	\$3,320.00
	ELECTRICAL JUNCTION BOXES ***** (LS18)				
0122	5255000000-N	1.000	LS	\$18,000.0000	\$18,000.00
	PORTABLE LIGHTING				
0123	5260000000-N	1.000	LS	\$3,150.0000	\$3,150.00
	GENERIC LIGHTING ITEM LUMINAIRE STORAGE				
0124	5270000000-N	1.000	EA	\$450.0000	\$450.00
	GENERIC LIGHTING ITEM 100A 6-POSITION MAIN CB PANEL				
0125	5270000000-N	1.000	EA	\$895.0000	\$895.00
	GENERIC LIGHTING ITEM CCTV SERVICE DISCONNECT				
0126	5270000000-N	3.000	EA	\$17,500.0000	\$52,500.00
	GENERIC LIGHTING ITEM LIGHT CONTROL EQUIPMENT, TYPE RW, 120/240V				
0127	5270000000-N	10.000	EA	\$235.0000	\$2,350.00
	GENERIC LIGHTING ITEM REINSTALL COBRAHEAD LUMINAIRE				
0128	5270000000-N	1.000	EA	\$475.0000	\$475.00
	GENERIC LIGHTING ITEM REINSTALL COMMUNICATION GATE- WAY				
0129	5270000000-N	24.000	EA	\$575.0000	\$13,800.00
	GENERIC LIGHTING ITEM REINSTALL HIGH MAST LUMINAIRE				
0130	5270000000-N	2.000	EA	\$5,775.0000	\$11,550.00
	GENERIC LIGHTING ITEM REMOVE 100' HIGH MAST STANDARD				
0131	5270000000-N	2.000	EA	\$2,300.0000	\$4,600.00
	GENERIC LIGHTING ITEM REMOVE 100' HIGH MAST STANDARDFOUNDATION				
0132	5270000000-N	3.000	EA	\$6,260.0000	\$18,780.00
	GENERIC LIGHTING ITEM REMOVE 120' HIGH MAST STANDARD				
0133	5270000000-N	3.000	EA	\$2,300.0000	\$6,900.00
	GENERIC LIGHTING ITEM REMOVE 120' HIGH MAST STANDARDFOUNDATION				
0134	5270000000-N	2.000	EA	\$1,150.0000	\$2,300.00
	GENERIC LIGHTING ITEM REMOVE CONTROL SYSTEM - DISPOSE				
0135	5270000000-N	1.000	EA	\$980.0000	\$980.00
	GENERIC LIGHTING ITEM REMOVE CONTROL SYSTEM - SALVAGE				
0136	5270000000-N	5.000	EA	\$980.0000	\$4,900.00
	GENERIC LIGHTING ITEM REMOVE LIGHT STANDARD FOUNDA- TION				
0137	5270000000-N	1.000	EA	\$400.0000	\$400.00
	GENERIC LIGHTING ITEM REMOVE SINGLE ARM LIGHT STAND- ARD - DISPOSE				
0138	5270000000-N	1.000	EA	\$400.0000	\$400.00
	GENERIC LIGHTING ITEM REMOVE SINGLE ARM LIGHT STAND- ARD - SALVAGE				
0139	5270000000-N	4.000	EA	\$515.0000	\$2,060.00
	GENERIC LIGHTING ITEM REMOVE TWIN ARM LIGHT STANDARD - DISPOSE				
0140	6000000000-E	4275.000	LF	\$3.0000	\$12,825.00
	TEMPORARY SILT FENCE				
0141	6006000000-E	225.000	TON	\$115.0000	\$25,875.00
	STONE FOR EROSION CONTROL, CLASS A				
0142	6009000000-E	90.000	TON	\$117.0000	\$10,530.00
	STONE FOR EROSION CONTROL, CLASS B				
0143	6012000000-E	210.000	TON	\$81.0000	\$17,010.00
	SEDIMENT CONTROL STONE				
0144	6015000000-E	3.500	ACR	\$3,040.0000	\$10,640.00
	TEMPORARY MULCHING				
0145	6018000000-E	300.000	LB	\$2.4500	\$735.00

SEED FOR TEMPORARY SEEDING				
0146	6021000000-E	1.500 TON	\$6,600.0000	\$9,900.00
	FERTILIZER FOR TEMPORARY SEED-ING			
0147	6024000000-E	200.000 LF	\$45.6000	\$9,120.00
	TEMPORARY SLOPE DRAINS			
0148	6029000000-E	200.000 LF	\$8.5000	\$1,700.00
	SAFETY FENCE			
0149	6030000000-E	80.000 CY	\$65.0000	\$5,200.00
	SILT EXCAVATION			
0150	6036000000-E	17500.000 SY	\$2.7500	\$48,125.00
	MATTING FOR EROSION CONTROL			
0151	6037000000-E	100.000 SY	\$10.9500	\$1,095.00
	COIR FIBER MAT			
0152	6042000000-E	910.000 LF	\$11.5500	\$10,510.50
	1/4" HARDWARE CLOTH			
0153	6071010000-E	270.000 LF	\$7.7500	\$2,092.50
	WATTLE			
0154	6071020000-E	95.000 LB	\$18.2500	\$1,733.75
	POLYACRYLAMIDE (PAM)			
0155	6084000000-E	3.000 ACR	\$6,700.0000	\$20,100.00
	SEEDING & MULCHING			
0156	6087000000-E	2.000 ACR	\$1,100.0000	\$2,200.00
	MOWING			
0157	6090000000-E	50.000 LB	\$24.2500	\$1,212.50
	SEED FOR REPAIR SEEDING			
0158	6093000000-E	0.250 TON	\$2,560.0000	\$640.00
	FERTILIZER FOR REPAIR SEEDING			
0159	6096000000-E	75.000 LB	\$24.2500	\$1,818.75
	SEED FOR SUPPLEMENTAL SEEDING			
0160	6108000000-E	2.250 TON	\$2,550.0000	\$5,737.50
	FERTILIZER TOPDRESSING			
0161	6114500000-N	10.000 MHR	\$304.0000	\$3,040.00
	SPECIALIZED HAND MOWING			
0162	6117000000-N	25.000 EA	\$605.0000	\$15,125.00
	RESPONSE FOR EROSION CONTROL			
0163	6117500000-N	6.000 EA	\$1,260.0000	\$7,560.00
	CONCRETE WASHOUT STRUCTURE			
Section 0001 Total				\$5,144,885.00
Item Total				\$5,144,885.00

**ELECTRONIC BID SUBMISSION**

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

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**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier



covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal- Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

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

7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

#### **DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

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

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

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

**EXPLANATION:**

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### Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects? **Yes**  **No**

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of     for those

projects indicated herein, for which bids will be opened on     (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated

that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

### DBE List Summary

Project: STATE FUNDED

Bidder ID: 3697

Bid Total: 5,144,885.00

Business Name: Branch Civil, Inc.

Goal: 8.00% (411,590.80)

Total Entered: 10.83% (557,423.00)

ID	Name	Is Supplier?	Item Count	Amount	Is Complete?
4761	TRAFFIC CONTROL SAFETY SERVICES, INC.	False	26	557,423.00	True

Name: TRAFFIC CONTROL SAFETY SERVICES, INC. ID: 4761

Address: POST OFFICE BOX 24511 , WINSTON-SALEM, NC 27114

Used As: SubContractor DBE Items Total:\$557,423.00

**Items for TRAFFIC CONTROL SAFETY SERVICES, INC.**

0001 ROADWAY ITEMS				
0001	0000100000-N	1.000	LS	\$39,723.0000 \$39,723.00
	MOBILIZATION			
0046	4048000000-E	1.000	CY	\$9.0000 \$9.00
	REINFORCED CONCRETE SIGN FOUN-DATIONS			
0047	4054000000-E	1.000	CY	\$1.0000 \$1.00
	PLAIN CONCRETE SIGN FOUNDA- TIONS			
0048	4057000000-E	57.000	CY	\$2,000.0000 \$114,000.00
	OVERHEAD FOOTING			
0049	4060000000-E	415.000	LB	\$17.0000 \$7,055.00
	SUPPORTS, BREAKAWAY STEEL BEAM			
0050	4066000000-E	444.000	LB	\$17.0000 \$7,548.00
	SUPPORTS, SIMPLE STEEL BEAM			
0051	4072000000-E	225.000	LF	\$15.0000 \$3,375.00
	SUPPORTS, 3-LB STEEL U-CHANNEL			
0052	4082100000-N	1.000	LS	\$65,000.0000 \$65,000.00
	SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (12+69 -Y2-)			
0053	4082100000-N	1.000	LS	\$175,000.0000 \$175,000.00
	SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (16+86 -Y1RP-)			
0054	4082100000-N	1.000	LS	\$45,000.0000 \$45,000.00
	SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (23+61 -Y2-)			
0055	4082100000-N	1.000	LS	\$45,000.0000 \$45,000.00
	SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (49+43 -Y2-)			
0056	4102000000-N	11.000	EA	\$75.0000 \$825.00
	SIGN ERECTION, TYPE E			
0057	4108000000-N	3.000	EA	\$75.0000 \$225.00
	SIGN ERECTION, TYPE F			
0058	4109000000-N	13.000	EA	\$1,500.0000 \$19,500.00
	SIGN ERECTION, TYPE *** (OVER-HEAD) (A)			
0059	4109000000-N	7.000	EA	\$350.0000 \$2,450.00
	SIGN ERECTION, TYPE *** (OVER-HEAD) (B)			
0060	4110000000-N	3.000	EA	\$500.0000 \$1,500.00
	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)			
0061	4115000000-N	7.000	EA	\$500.0000 \$3,500.00
	SIGN ERECTION, OVERLAY (OVER- HEAD)			
0062	4149000000-N	2.000	EA	\$10,000.0000 \$20,000.00
	DISPOSAL OF SIGN SYSTEM, OVER-HEAD			

0063	4152000000-N	6.000 EA	\$500.0000	\$3,000.00
	DISPOSAL OF SIGN SYSTEM, STEELBEAM			
0064	4155000000-N	11.000 EA	\$1.0000	\$11.00
	DISPOSAL OF SIGN SYSTEM, U- CHANNEL			
0065	4234000000-N	15.000 EA	\$50.0000	\$750.00
	DISPOSAL OF SIGN, A OR B (OVERHEAD)			
0066	4238000000-N	1.000 EA	\$1.0000	\$1.00
	DISPOSAL OF SIGN, D, E OR F			
0067	4241000000-N	3.000 EA	\$50.0000	\$150.00
	DISPOSAL OF SIGN, OVERLAY (OVERHEAD)			
0068	4251000000-N	1.000 EA	\$600.0000	\$600.00
	DISPOSAL OF LIGHTING SYSTEM			
0069	4263000000-N	4.000 EA	\$600.0000	\$2,400.00
	DISPOSAL OF WALKWAY			
0070	4360000000-N	4.000 EA	\$200.0000	\$800.00
	GENERIC SIGNING ITEM CUTTING OF SIGN HANGERS, OVER-HEAD			
Section 0001 Total				\$557,423.00
Item Total				\$557,423.00

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

**Electronic Bid Submission**

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_



## Attachments

Failure to complete and attach the Fuel Usage Factor Adjustment Form will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB. Fuel Usage Factor Adjustment Form.pdf  
 Verify

## Contract Item Sheets For C204665

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	246,429.00	246,429.00
0002	0043000000-N	226	GRADING	Lump Sum LS	575,000.00	575,000.00
0003	0057000000-E	226	UNDERCUT EXCAVATION	450 CY	42.00	18,900.00
0004	0195000000-E	265	SELECT GRANULAR MATERIAL	400 CY	100.00	40,000.00
0005	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	700 SY	8.80	6,160.00
0006	0199000000-E	SP	TEMPORARY SHORING	600 SF	108.00	64,800.00
0007	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	10 TON	112.00	1,120.00
0008	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	20 SY	29.30	586.00
0009	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	24 LF	190.00	4,560.00
0010	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	8 LF	172.00	1,376.00
0011	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	8 LF	192.00	1,536.00
0012	1099500000-E	505	SHALLOW UNDERCUT	100 CY	193.00	19,300.00
0013	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	200 TON	78.80	15,760.00
0014	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	25,090 SY	1.80	45,162.00
0015	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	3,630 TON	110.00	399,300.00
0016	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1,260 TON	110.00	138,600.00
0017	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	5,620 TON	108.00	606,960.00
0018	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	225 TON	725.00	163,125.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	1577000000-E	620	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX	390 TON	850.00	331,500.00
0020	1662000000-E	650	OPEN-GRADED ASPHALT FRICTION COURSE, TYPE FC-1 MODIFIED	1,110 TON	125.00	138,750.00
0021	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	16,095 LF	1.00	16,095.00
0022	2022000000-E	815	SUBDRAIN EXCAVATION	67.2 CY	105.00	7,056.00
0023	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200 SY	20.75	4,150.00
0024	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	33.6 CY	380.00	12,768.00
0025	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF	32.00	6,400.00
0026	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA	1,550.00	1,550.00
0027	2077000000-E	815	6" OUTLET PIPE	6 LF	81.00	486.00
0028	2253000000-E	840	PIPE COLLARS	0.553 CY	9,200.00	5,087.60
0029	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	6 EA	9,000.00	54,000.00
0030	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	2.2 LF	970.00	2,134.00
0031	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	2 EA	1,370.00	2,740.00
0032	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA	1,120.00	1,120.00
0033	2407000000-N	840	STEEL FRAME WITH TWO GRATES, STD 840.37	9 EA	4,160.00	37,440.00
0034	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	780 LF	92.75	72,345.00
0035	2724000000-E	857	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED	950 LF	102.00	96,900.00
0036	2815000000-N	858	ADJUSTMENT OF DROP INLETS	5 EA	1,470.00	7,350.00
0037	2905000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX	1 EA	6,200.00	6,200.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0038	3030000000-E	862	STEEL BEAM GUARDRAIL	1,087.5 LF	34.00	36,975.00
0039	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA	82.00	410.00
0040	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	2 EA	1,575.00	3,150.00
0041	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	3 EA	4,700.00	14,100.00
0042	3317000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE B-77	3 EA	3,500.00	10,500.00
0043	3360000000-E	863	REMOVE EXISTING GUARDRAIL	1,310 LF	2.55	3,340.50
0044	3649000000-E	876	RIP RAP, CLASS B	3 TON	240.00	720.00
0045	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	685 SY	4.75	3,253.75
0046	4048000000-E	902	REINFORCED CONCRETE SIGN FOUNDATIONS	1 CY	11.00	11.00
0047	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDATIONS	1 CY	1.25	1.25
0048	4057000000-E	SP	OVERHEAD FOOTING	57 CY	2,480.00	141,360.00
0049	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	415 LB	21.00	8,715.00
0050	4066000000-E	903	SUPPORTS, SIMPLE STEEL BEAM	444 LB	21.00	9,324.00
0051	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	225 LF	19.00	4,275.00
0052	4082100000-N	906	SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (12+69 -Y2-)	Lump Sum LS	69,500.00	69,500.00
0053	4082100000-N	906	SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (16+86 -Y1RP-)	Lump Sum LS	200,000.00	200,000.00
0054	4082100000-N	906	SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (23+61 -Y2-)	Lump Sum LS	49,000.00	49,000.00
0055	4082100000-N	906	SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (49+43 -Y2-)	Lump Sum LS	49,000.00	49,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0056	4102000000-N	904	SIGN ERECTION, TYPE E	11 EA	82.00	902.00
0057	4108000000-N	904	SIGN ERECTION, TYPE F	3 EA	82.00	246.00
0058	4109000000-N	904	SIGN ERECTION, TYPE *** (OVER-HEAD) (A)	13 EA	1,650.00	21,450.00
0059	4109000000-N	904	SIGN ERECTION, TYPE *** (OVER-HEAD) (B)	7 EA	405.00	2,835.00
0060	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	3 EA	585.00	1,755.00
0061	4115000000-N	904	SIGN ERECTION, OVERLAY (OVER-HEAD)	7 EA	585.00	4,095.00
0062	4149000000-N	907	DISPOSAL OF SIGN SYSTEM, OVER-HEAD	2 EA	10,800.00	21,600.00
0063	4152000000-N	907	DISPOSAL OF SIGN SYSTEM, STEEL BEAM	6 EA	585.00	3,510.00
0064	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	11 EA	1.25	13.75
0065	4234000000-N	907	DISPOSAL OF SIGN, A OR B (OVERHEAD)	15 EA	58.00	870.00
0066	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	1 EA	1.15	1.15
0067	4241000000-N	907	DISPOSAL OF SIGN, OVERLAY (OVERHEAD)	3 EA	58.00	174.00
0068	4251000000-N	907	DISPOSAL OF LIGHTING SYSTEM	1 EA	745.00	745.00
0069	4263000000-N	907	DISPOSAL OF WALKWAY	4 EA	745.00	2,980.00
0070	4360000000-N	SP	GENERIC SIGNING ITEM CUTTING OF SIGN HANGERS, OVER-HEAD	4 EA	245.00	980.00
0071	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	290.5 SF	9.00	2,614.50
0072	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	291 SF	33.00	9,603.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0073	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	36 SF	8.25	297.00
0074	4415000000-N	1115	FLASHING ARROW BOARD	2 EA	3,040.00	6,080.00
0075	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA	9,375.00	37,500.00
0076	4430000000-N	1130	DRUMS	200 EA	72.00	14,400.00
0077	4434000000-N	SP	SEQUENTIAL FLASHING WARNING LIGHTS	37 EA	198.00	7,326.00
0078	4445000000-E	1145	BARRICADES (TYPE III)	72 LF	41.25	2,970.00
0079	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	4 EA	11,745.00	46,980.00
0080	4470000000-N	1160	REMOVE & RESET TEMPORARY CRASH CUSHION	4 EA	3,420.00	13,680.00
0081	4480000000-N	1165	TMA	2 EA	18,775.00	37,550.00
0082	4485000000-E	1170	PORTABLE CONCRETE BARRIER	4,520 LF	39.25	177,410.00
0083	4500000000-E	1170	REMOVE AND RESET PORTABLE CONCRETE BARRIER	3,250 LF	6.60	21,450.00
0084	4510000000-N	1190	LAW ENFORCEMENT	70 HR	60.00	4,200.00
0085	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	335 EA	15.60	5,226.00
0086	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	820 LF	4.15	3,403.00
0087	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	26 EA	150.00	3,900.00
0088	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	14 EA	172.00	2,408.00
0089	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	32,986 LF	0.50	16,493.00
0090	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	7,380 LF	0.90	6,642.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0091	4855000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (6")	8,262 LF	0.75	6,196.50
0092	4865000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	1,815 LF	1.95	3,539.25
0093	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	1 EA	264.50	264.50
0094	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 12" 30 MILS (STANDARD GLASS BEADS)	4,736 LF	2.50	11,840.00
0095	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 6", 30 MILS (STANDARD GLASS BEADS)	17,545 LF	2.05	35,967.25
0096	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM NON-CAST IRON SNOWPLOWABLE PAVMENT MARKER	445 EA	64.00	28,480.00
0097	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	8 EA	83.00	664.00
0098	5010000000-E	1401	100' HIGH MOUNT STANDARD	2 EA	28,700.00	57,400.00
0099	5015000000-E	1401	120' HIGH MOUNT STANDARD	3 EA	32,500.00	97,500.00
0100	5020000000-N	1401	PORTABLE DRIVE UNIT	1 EA	6,300.00	6,300.00
0101	5025000000-E	SP	HIGH MOUNT FOUNDATIONS	43 CY	1,475.00	63,425.00
0102	5030000000-N	SP	HIGH MOUNT LUMINAIRES ***** (560W LED)	12 EA	1,575.00	18,900.00
0103	5050000000-N	1404	LIGHT STANDARDS, TYPE MTLT ***** (45' SA, 15' ARM)	8 EA	5,200.00	41,600.00
0104	5070000000-N	SP	STANDARD FOUNDATION ***** (TYPE R1)	6 EA	950.00	5,700.00
0105	5070000000-N	SP	STANDARD FOUNDATION ***** (TYPE R2)	2 EA	1,410.00	2,820.00
0106	5080000000-N	SP	LIGHT STANDARD LUMINAIRES, TYPE ***** (RDW, 285W LED)	6 EA	1,125.00	6,750.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0107	5120000000-N	1407	ELECTRIC SERVICE POLE **** ***** (30' CLASS 4)	2 EA	1,050.00	2,100.00
0108	5125000000-E	1407	ELECTRIC SERVICE LATERAL ***** (3 #1/0 USE)	50 LF	7.75	387.50
0109	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	245 LF	13.50	3,307.50
0110	5160000000-E	1409	ELECTRICAL DUCT, TYPE JA, SIZE ***** (3")	478 LF	13.50	6,453.00
0111	5160000000-E	1409	ELECTRICAL DUCT, TYPE JA, SIZE ***** (4")	205 LF	24.00	4,920.00
0112	5170000000-E	1410	** #8 W/G FEEDER CIRCUIT (2)	120 LF	8.10	972.00
0113	5180000000-E	1410	** #4 W/G FEEDER CIRCUIT (2)	110 LF	26.25	2,887.50
0114	5185000000-E	1410	** #2 W/G FEEDER CIRCUIT (2)	220 LF	7.75	1,705.00
0115	5205000000-E	1410	** #8 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5")	720 LF	16.00	11,520.00
0116	5215000000-E	1410	** #4 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5")	3,870 LF	16.50	63,855.00
0117	5220000000-E	1410	** #2 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5")	2,400 LF	16.50	39,600.00
0118	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (CS36)	3 EA	950.00	2,850.00
0119	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (HM18)	5 EA	415.00	2,075.00
0120	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (IG18)	10 EA	390.00	3,900.00



Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0121	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (LS18)	8 EA	415.00	3,320.00
0122	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum LS	18,000.00	18,000.00
0123	5260000000-N	SP	GENERIC LIGHTING ITEM LUMINAIRE STORAGE	Lump Sum LS	3,150.00	3,150.00
0124	5270000000-N	SP	GENERIC LIGHTING ITEM 100A 6-POSITION MAIN CB PANEL	1 EA	450.00	450.00
0125	5270000000-N	SP	GENERIC LIGHTING ITEM CCTV SERVICE DISCONNECT	1 EA	895.00	895.00
0126	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHT CONTROL EQUIPMENT, TYPE RW, 120/240V	3 EA	17,500.00	52,500.00
0127	5270000000-N	SP	GENERIC LIGHTING ITEM REINSTALL COBRAHEAD LUMINAIRE	10 EA	235.00	2,350.00
0128	5270000000-N	SP	GENERIC LIGHTING ITEM REINSTALL COMMUNICATION GATE- WAY	1 EA	475.00	475.00
0129	5270000000-N	SP	GENERIC LIGHTING ITEM REINSTALL HIGH MAST LUMINAIRE	24 EA	575.00	13,800.00
0130	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE 100' HIGH MAST STANDARD	2 EA	5,775.00	11,550.00
0131	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE 100' HIGH MAST STANDARD FOUNDATION	2 EA	2,300.00	4,600.00
0132	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE 120' HIGH MAST STANDARD	3 EA	6,260.00	18,780.00
0133	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE 120' HIGH MAST STANDARD FOUNDATION	3 EA	2,300.00	6,900.00
0134	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE CONTROL SYSTEM - DISPOSE	2 EA	1,150.00	2,300.00
0135	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE CONTROL SYSTEM - SALVAGE	1 EA	980.00	980.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0136	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE LIGHT STANDARD FOUNDATION	5 EA	980.00	4,900.00
0137	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE SINGLE ARM LIGHT STANDARD - DISPOSE	1 EA	400.00	400.00
0138	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE SINGLE ARM LIGHT STANDARD - SALVAGE	1 EA	400.00	400.00
0139	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE TWIN ARM LIGHT STANDARD - DISPOSE	4 EA	515.00	2,060.00
0140	6000000000-E	1605	TEMPORARY SILT FENCE	4,275 LF	3.00	12,825.00
0141	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	225 TON	115.00	25,875.00
0142	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	90 TON	117.00	10,530.00
0143	6012000000-E	1610	SEDIMENT CONTROL STONE	210 TON	81.00	17,010.00
0144	6015000000-E	1615	TEMPORARY MULCHING	3.5 ACR	3,040.00	10,640.00
0145	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	300 LB	2.45	735.00
0146	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	1.5 TON	6,600.00	9,900.00
0147	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF	45.60	9,120.00
0148	6029000000-E	SP	SAFETY FENCE	200 LF	8.50	1,700.00
0149	6030000000-E	1630	SILT EXCAVATION	80 CY	65.00	5,200.00
0150	6036000000-E	1631	MATTING FOR EROSION CONTROL	17,500 SY	2.75	48,125.00
0151	6037000000-E	SP	COIR FIBER MAT	100 SY	10.95	1,095.00
0152	6042000000-E	1632	1/4" HARDWARE CLOTH	910 LF	11.55	10,510.50
0153	6071010000-E	SP	WATTLE	270 LF	7.75	2,092.50

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0154	6071020000-E	SP	POLYACRYLAMIDE (PAM)	95 LB	18.25	1,733.75
0155	6084000000-E	1660	SEEDING & MULCHING	3 ACR	6,700.00	20,100.00
0156	6087000000-E	1660	MOWING	2 ACR	1,100.00	2,200.00
0157	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB	24.25	1,212.50
0158	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	2,560.00	640.00
0159	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	75 LB	24.25	1,818.75
0160	6108000000-E	1665	FERTILIZER TOPDRESSING	2.25 TON	2,550.00	5,737.50
0161	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	304.00	3,040.00
0162	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25 EA	605.00	15,125.00
0163	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	6 EA	1,260.00	7,560.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

**\$5,144,885.00**

## Fuel Usage Factor Adjustment Form

Contract Number	C204665
County	Guilford
Contractor Name	Branch Civil, Inc.
HiCAMS Vendor Number	3697

Select a Fuel Usage Factor for each of the Asphalt Material Descriptions to be used on the project. Within the Selected Fuel Usage Factor column, choose either 2.90 or 0.90 Gallons per Ton for the corresponding asphalt material description.

The Selected Fuel Usage Factor chosen will be used for the entire contract duration.

Description	Unit	Selected Fuel Usage Factor	
		0.90	2.90
Asphalt Concrete Base Course, Type B25.0C	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Intermediate Course, Type I19.0C	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type SA-1	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type SA-1 (Leveling Course)	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S4.75	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S4.75 (Leveling Course)	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5B	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5B (Leveling Course)	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5C	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5C (Leveling Course)	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5D	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5D (Leveling Course)	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Open-Graded Asphalt Friction Course	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sand Asphalt Surface Course, Type _____	Gal/Ton	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the Contractor does not mark either Fuel Usage Factor or marks both Fuel Usage Factors for an asphalt item description, the 2.90 Fuel Usage Factor shall be used for that asphalt line item.

Contract No. C204665  
County Guilford

Rev. 1-16-18

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

**CORPORATION**

The Contractor declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Branch Civil, Inc.

Full name of Corporation

P.O. Box 40004, Roanoke, VA 24022

Address as Prequalified

Attest



Secretary/Assistant Secretary  
Select appropriate title

By



President/Vice President/Assistant Vice-President  
Select appropriate title

Jeffrey M. Bourne

Print or type Signer's name

Michael Colbert

Print or type Signer's name

**CORPORATE SEAL**



## DEBARMENT CERTIFICATION

### Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

### DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

**Contract No.**     **C204665**

**County (ies):**     **Guilford**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

*Ronald E. Davenport, Jr.*

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Contract Officer

Dec 20, 2021

Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:

*Alan Melhnes*

8BD7716388C4431...

Attorney General

Dec 20, 2021

Date



Contract No.  
County

**C204665**

Guilford

Rev 5-17-11

Bond No. K40500753 - Federal Insurance Company

Bond No. 47-SUR-300171-01-0031 - Berkshire Hathaway Specialty Insurance Company

### CONTRACT PAYMENT BOND

Date of Payment Bond Execution December 2, 2021

Name of Principal Contractor Branch Civil, Inc.

Name of Surety: Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889  
Berkshire Hathaway Specialty Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102 - 1944

Name of Contracting Body: North Carolina Department of Transportation

Raleigh, North Carolina

Amount of Bond: \$5,144,855.00

Contract ID No.: C204665

County Name: Guilford

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No.  
County

C204665

Guilford

Rev 5-17-11

**CONTRACT PAYMENT BOND**

Federal Insurance Company

Berkshire Hathaway Specialty Insurance Company

Print or type Surety Company Name



*Seal of Surety Company*

By Krystal L. Stravato, Attorney-In-Fact

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact

Signature of Witness

Kevin T. Walsh, Jr., Witness

Print or type Signer's name

100 South Jefferson Road, Suite 101, Whippany, NJ 07981

Address of Attorney-in-Fact

**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Branch Civil, Inc.

Full name of Corporation

1315 2nd Street, Suite 301, Roanoke, VA 24016

Address as prequalified

By   
Signature of President, Vice President, Assistant Vice President CEO  
*Select appropriate title*

Donald Gaul, CEO

Print or type Signer's name

*Affix Corporate Seal*



Attest

  
Signature of Secretary, Assistant Secretary  
*Select appropriate title*

Julie Beth Nipperman

Print or type Signer's name

Contract No.  
County

**C204665**

Guilford

Rev 5-17-11

Bond No. K40500753 - Federal Insurance Company

Bond No. 47-SUR-300171-01-0031 - Berkshire Hathaway Specialty Insurance Company

**CONTRACT PERFORMANCE BOND**

Date of Performance Bond Execution: December 2, 2021

Name of Principal Contractor:

**Branch Civil, Inc.**

Name of Surety:

Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889  
Berkshire Hathaway Specialty Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102 - 1

Name of Contracting Body:

**North Carolina Department of Transportation**

**Raleigh, North Carolina**

Amount of Bond:

**\$5,144,885.00**

Contract ID No.:

**C204665**

County Name:

**Guilford**

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No.  
County

C204665

Guilford

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

Federal Insurance Company

Berkshire Hathaway Specialty Insurance Company

Print or type Surety Company Name



*Attest Seal of Surety Company*

By Krystal L. Stravato, Attorney-In-Fact

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact

K.T. Jr.  
Signature of Witness

Kevin T. Walsh, Jr., Witness

Print or type Signer's name

100 South Jefferson Road, Suite 101, Whippany, NJ 07981

Address of Attorney-in-Fact

**CONTRACT PERFORMANCE BOND  
CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

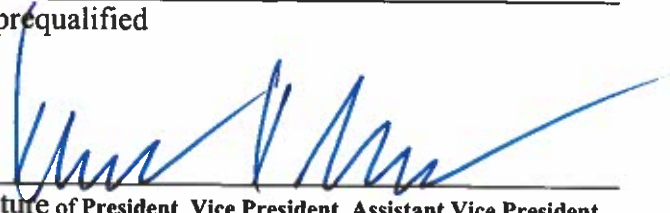
**Branch Civil, Inc.**

Full name of Corporation

**1315 2nd St., Suite 301, Roanoke, VA 24016**

Address as prequalified

By

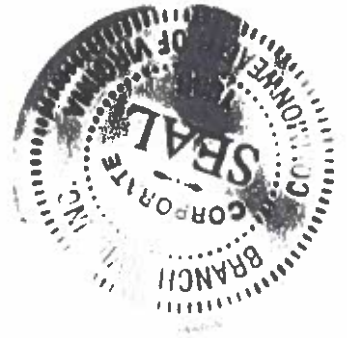


Signature of President, Vice President, Assistant Vice President  
Select appropriate title

**Donald Greul, CEO**

Print or type Signer's name

Affix Corporate Seal



Attest



Signature of Secretary Assistant Secretary  
Select appropriate title

**Julie Beth Vipperman**

Print or type Signer's name

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Thomas MacDonald, Marisol Mojica, Edward Reilly, Krystal L. Stravato and Kevin T. Walsh Jr. of Whippany, New Jersey; Andrea E. Gorbet of Jericho, New York; Neil C. Donovan, and Gerard Leib of Berwyn, Pennsylvania-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 4th day of June, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 4th day of June, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316695
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

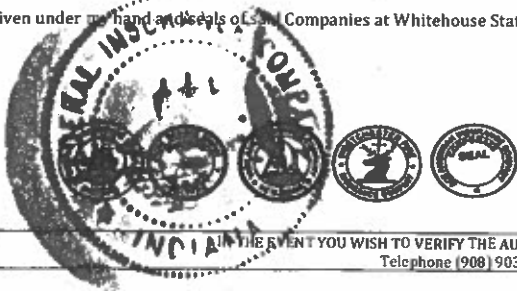
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 2, 2021.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**Power Of Attorney**  
**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**  
**NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY**

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Krystal L. Stravato, Kevin T. Walsh, Jr., Thomas MacDonald, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

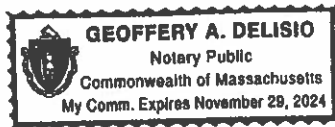


**NOTARY**

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. **IN TESTIMONY WHEREOF**, see hereunto affixed the seals of said Companies this **December 2, 2021**.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [Jennifer.Porter@bhspecialty.com](mailto:Jennifer.Porter@bhspecialty.com) THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claim@bhspecialty.com](mailto:claim@bhspecialty.com), via fax to (617) 507-8259, or via mail.