

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

C204106

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C204106

WBS 34900.3.4 STP-0119(8)

T.I.P NO. U-3109B

COUNTY OF ALAMANCE

THIS IS THE ROADWAY CONTRACT

ROUTE NUMBER NC 119 LENGTH 1.424 MILES

LOCATION NC-119 RELOCATION NORTH OF SR-1921 (MEBANE ROGERS RD) TO  
SOUTH OF SR-1918 (MRS WHITE RD).

CONTRACTOR THALLE CONSTRUCTION CO., INC.

ADDRESS 900 NC 86 NORTH  
HILLSBOROUGH, NC 27278

BIDS OPENED JULY 17, 2018

CONTRACT EXECUTION 8/8/2018

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

**PROPOSAL**

DATE AND TIME OF BID OPENING: **JULY 17, 2018 AT 2:00 PM**

CONTRACT ID C204106  
WBS 34900.3.4

FEDERAL-AID NO. STP-0119(8)  
COUNTY ALAMANCE  
T.I.P. NO. U-3109B  
MILES 1.424  
ROUTE NO. NC 119  
LOCATION NC-119 RELOCATION NORTH OF SR-1921 (MEBANE ROGERS RD) TO  
SOUTH OF SR-1918 (MRS WHITE RD).

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

**NOTICE:**

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

**BIDS WILL BE RECEIVED AS SHOWN BELOW:**

**THIS IS A ROADWAY PROPOSAL**

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

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**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C204106 IN ALAMANCE 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. C204106 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. C204106 in Alamance 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.* 6/14/2018  
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ITEM SHEET(S)      (TAN SHEETS)

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

(8-15-00) (Rev. 12-18-07)

108

SP1 G07 A

The date of availability for this contract is **August 27, 2018**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **November 28, 2020**.

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 **August 27, 2018**.

The completion date for this intermediate contract time is **June 1, 2020**.

The liquidated damages for this intermediate contract time are **One Thousand Five Hundred Dollars (\$ 1,500.00)** per calendar day.

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

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

(2-20-07)

108

SP1 G14 C

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 **NC 119 (-L-)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday through Friday  
from 6:00AM to 9:00AM  
and  
from 4:00PM to 6:00PM**

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

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

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per hour.

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

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

108

SP1 G14 F

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

The time of availability for this intermediate contract time is **any weekday at 6:00 PM** that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following **weekday at 6:00 AM** after the time of availability.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** 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.

**DELAY IN RIGHT OF ENTRY:**

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

108

SP1 G22

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

<b><u>Parcel No.</u></b>	<b><u>Property Owner</u></b>	<b><u>Date</u></b>
01	James Piper	7/1/18
02	Known and Unknown Heirs of William Hightower	8/1/18
03	William Torain	7/1/18
05	Affordable Properties	7/1/18
05S	Interstate Outdoor	8/1/18
06	Pretium Mortgage	7/1/18
07	Terry Michael Harris, Et. Ux.	5/20/18
08	Affordable Properties	7/1/18
09	Octavis White, Et. Al.	7/1/18
10	Jesse Alston	7/1/18
11	Smita Stores	7/1/18
12	Harry Fowler, Jr.	8/1/18
13	Octavis White, Et. Al.	7/1/18
15	HOA of Mill Creek	8/1/18

**DELAY IN RIGHT OF WAY:**

SPI 1-24

The Contractor shall take no action that will result in unnecessary inconvenience, disproportionate injury or any action coercive in nature to occupants of residences, businesses, farms, or non-profit organizations who have not yet moved from the right of way of the parcels below:

<b><u>Parcel No.</u></b>	<b><u>Property Owner</u></b>	<b><u>Estimated Vacating Date</u></b>
05S	Interstate Outdoor	7/1/18
11	Smita Stores	6/1/18
12	Harry Fowler, Jr.	7/1/18

Extension of contract time may be granted in accordance with Article 108-10(B)3 for delays caused by interferences beyond such estimated vacating date.

**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*):

<b>Line #</b>	<b>Description</b>
3 —	Unclassified Excavation
35 —	Aggregate Base Course

**SPECIALTY ITEMS:**

(7-1-95)(Rev. 1-17-12)

108-6

SP1 G37

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

<b>Line #</b>	<b>Description</b>
67-71	Guardrail
72-74	Fencing
78-82	Signing
92-98	Long-Life Pavement Markings
104	Permanent Pavement Markers
105-122	Utility Construction
123-153	Erosion Control
154	Reforestation
155-171	Signals/ITS System

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 2-18-14)

109-8

SP1 G43

Revise the *2018 Standard Specifications* as follows:

**Page 1-83, Article 109-8, Fuel Price Adjustments**, add the following:

The base index price for DIESEL #2 FUEL is \$ **2.4505** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

<b>Description</b>	<b>Units</b>	<b>Fuel Usage Factor Diesel</b>
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type ____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	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

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 6-19-18)

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>
2019	(7/01/18 - 6/30/19)	<b>62%</b> of Total Amount Bid
2020	(7/01/19 - 6/30/20)	<b>38%</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.

**DISADVANTAGED BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 1-17-17)

102-15(J)

SP1 G61

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

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

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

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

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

*RF-1 DBE Replacement Request Form* - Form for replacing a committed DBE.  
<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 DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid.  
<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

*Listing of DBE Subcontractors Form* - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.  
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

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



**DBE Goal**

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

Disadvantaged Business Enterprises **11.0** %

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

**Directory of Transportation Firms (Directory)**

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. [https:// www.ebs.nc.gov/VendorDirectory/default.html](https://www.ebs.nc.gov/VendorDirectory/default.html)

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

**Listing of DBE Subcontractors**

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

- (A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of Expedite, the bidding software of Bid Express®.

- (1) Submit the names and addresses of DBE firms identified to participate in the contract. If the bidder uses the updated listing of DBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the DBE firm.

- (2) Submit the contract line numbers of work to be performed by each DBE firm. When no figures or firms are entered, the bidder will be considered to have no DBE participation.
- (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(B) Paper Bids

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

**DBE Prime Contractor**

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

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

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

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

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

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

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

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

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

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

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

**Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero**

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

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

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

a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

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

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

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

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

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

The State Contractual Services 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 Contractual Services Engineer or at DBE@ncdot.gov. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

### **Counting DBE Participation Toward Meeting DBE Goal**

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

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

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

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

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

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

#### **(D) Joint Venture**

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

**Commercially Useful Function**

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

**(B) DBE Utilization in Trucking**

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

**DBE Replacement**

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



subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the DBE firm 5 days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The

participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

- (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

**Reporting Disadvantaged Business Enterprise Participation**

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

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

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

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

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

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

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

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

**Failure to Meet Contract Requirements**

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

**CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

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

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

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

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

**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).

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

(11-22-94)

108-5

SP1 G100

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

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

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

**CARGO PREFERENCE ACT:**

(2-16-16)

Privately owned United States-flag commercial vessels transporting cargoes are subject to the Cargo Preference Act (CPA) of 1954 requirements and regulations found in 46 CFR 381.7. Contractors are directed to clause (b) of 46 CFR 381.7 as follows:

- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

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

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 D

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

**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.

**COOPERATION BETWEEN CONTRACTORS:**

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2018 Standard Specifications*.

U-3109A (C203844) is located adjacent to this project and is currently under construction; U-3109A will not be completed prior to the letting of this project.

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

**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.

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

(1-16-07) (Rev 11-22-16)

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 of 0.5 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-B Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III-A 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. 3-19-13)

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 [http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/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 III:**

(4-6-06) (Rev.8-18-15)

200

SP2 R02B

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

**LUMP SUM GRADING:**

(8-17-10)

226

SP2 R16

Lump sum grading shall be performed in accordance with Section 226 Comprehensive Grading of the *2018 Standard Specifications* except as follows:

Delete all references to Section 225, Unclassified Excavation.

**TEMPORARY DETOURS:**

(2-18-14)

1101

SP2 R30C

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

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

Aggregate base course and earth material that is removed will be measured and will be paid at the contract unit price per cubic yard for *Unclassified Excavation*. No direct payment will be made for removing asphalt pavement as the cost of same shall be included in the lump sum price bid for *Grading*. Pipe culverts removed from the detours remain the property of the Contractor. Pipe culverts that are removed will be measured and will be paid at the contract unit price per linear foot for *Pipe Removal*. Payment for the construction of the detours will be made at the contract unit prices for the various items involved.

Such prices and payments will be full compensation for constructing the detours and for the work of removing, salvaging, and stockpiling aggregate base course; removing pipe culverts; and for

placing earth material and pavement in embankments or disposing of earth material and pavement in waste areas.

**SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02)

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*.

**BRIDGE APPROACH FILLS:**

(10-19-10) (Rev. 1-16-18)

422

SP4 R02A

**Description**

Bridge approach fills consist of backfilling behind bridge end bents with select material or aggregate to support all or portions of bridge approach slabs. Install drains to drain water from bridge approach fills and geotextiles to separate approach fills from embankment fills, ABC and natural ground as required. For bridge approach fills behind end bents with mechanically stabilized earth (MSE) abutment walls, reinforce bridge approach fills with MSE wall reinforcement connected to end bent caps. Construct bridge approach fills in accordance with the contract, accepted submittals and 2018 Roadway Standard Drawing Nos. 422.01 or 422.02 or Roadway Detail Drawing No. 422D10.

Define bridge approach fill types as follows:

*Approach Fills* – Bridge approach fills in accordance with 2018 Roadway Standard Drawing Nos. 422.01 or 422.02 or Roadway Detail Drawing No. 422D10;

*Standard Approach Fill* – Type I Standard Bridge Approach Fill in accordance with 2018 Roadway Standard Drawing No. 422.01;

*Modified Approach Fill* – Type II Modified Bridge Approach Fill in accordance with 2018 Roadway Standard Drawing No. 422.02 and

*Reinforced Approach Fill* – Type III Reinforced Bridge Approach Fill in accordance with Roadway Detail Drawing No. 422D10.

**Materials**

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

Item	Section
Geotextiles, Type 1	1056
Portland Cement Concrete	1000
Select Materials	1016
Subsurface Drainage Materials	1044

Provide Type 1 geotextile for separation geotextiles and Class B concrete for outlet pads. Use Class V or Class VI select material for standard and modified approach fills. For an approach fill behind a bridge end bent with an MSE abutment wall, backfill the reinforced approach fill with the same aggregate type approved for the reinforced zone in the accepted MSE wall submittal. For MSE wall aggregate, reinforcement and connector materials, see the *Mechanically Stabilized Earth Retaining Walls* provision. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For PVC drain pipes, use pipes with perforations that meet AASHTO M 278.

**Construction Methods**

Excavate as necessary for approach fills in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place separation geotextiles or aggregate until approach fill dimensions and foundation material are approved.

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

Attach separation geotextiles to end bent cap backwalls and wing walls with adhesives, tapes or other approved methods. Overlap adjacent separation geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with separation geotextiles or MSE wall reinforcement.

Install continuous perforated PVC drain pipes with perforations pointing down in accordance with 2018 Roadway Standard Drawing Nos. 422.01 or 422.02. Connect drain pipes to outlet pipes just beyond wing walls. Connect PVC pipes, fittings and outlet pipes with solvent cement in accordance with Article 815-3 of the *2018 Standard Specifications* and place outlet pads in accordance with 2018 Roadway Standard Drawing No. 815.03.

Install drain pipes so water drains towards outlets. If the groundwater elevation is above drain



pipe elevations, raise drains up to maintain positive drainage towards outlets. Place pipe sleeves in or under wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads.

Place select material or aggregate in 8" to 10" thick lifts. Compact fine aggregate for reinforced approach fills in accordance with Subarticle 235-3(C) of the *2018 Standard Specifications* except compact fine aggregate to a density of at least 98%. Compact select material for standard or modified approach fills and coarse aggregate for reinforced approach fills with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geosynthetics, MSE wall reinforcement or drains when placing and compacting select material or aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics or drain pipes until they are covered with at least 8" of select material or aggregate. Replace any damaged geosynthetics or drains to the satisfaction of the Engineer. When approach fills extend beyond bridge approach slabs, wrap separation geotextiles over select material or aggregate as shown in 2018 Roadway Standard Drawing No. 422.01 or 2018 Roadway Detail Drawing No. 422D10.

### **Measurement and Payment**

*Type I Standard Approach Fill, Station \_\_\_\_*, *Type II Modified Approach Fill, Station \_\_\_\_* and *Type III Reinforced Approach Fill, Station \_\_\_\_* will be paid at the contract lump sum price. The lump sum price for each approach fill will be full compensation for providing labor, tools, equipment and approach fill materials, excavating, backfilling, hauling and removing excavated materials, installing geotextiles and drains, compacting backfill and supplying select material, aggregate, separation geotextiles, drain pipes, pipe sleeves, outlet pipes and pads and any incidentals necessary to construct approach fills behind bridge end bents.

The contract lump sum price for *Type III Reinforced Approach Fill, Station \_\_\_\_* will also be full compensation for supplying and connecting MSE wall reinforcement to end bent caps but not designing MSE wall reinforcement and connectors. The cost of designing reinforcement and connectors for reinforced approach fills behind bridge end bents with MSE abutment walls will be incidental to the contract unit price for *MSE Retaining Wall No. \_\_\_\_*.

Payment will be made under:

#### **Pay Item**

Type I Standard Approach Fill, Station \_\_\_\_  
 Type II Modified Approach Fill, Station \_\_\_\_  
 Type III Reinforced Approach Fill, Station \_\_\_\_

#### **Pay Unit**

Lump Sum  
 Lump Sum  
 Lump Sum

### **ALTERNATE BRIDGE APPROACH FILLS FOR INTEGRAL ABUTMENTS:**

(1-16-18)

422

SP4 R02B

### **Description**

At the Contractors option, use Type A Alternate Bridge Approach Fills instead of Type I or II Bridge Approach Fills to support bridge approach slabs for integral bridge abutments. An alternate bridge approach fill consists of constructing an approach fill with a temporary geotextile wall before placing all or a portion of the concrete for the backwall and wing walls of the integral end

bent cap. The temporary geotextile wall is designed for a crane surcharge, remains in place and aligned so the wall face functions as a form for the end bent cap backwall and wing walls. Install drains, welded wire facing and geotextiles and backfill approach fills and temporary walls with select material as required. Define “geotextiles” as separation or reinforcement geotextiles, “temporary wall” as a temporary geotextile wall and “alternate approach fill” as a Type A Alternate Bridge Approach Fill in accordance with 2018 Roadway Standard Drawing No. 422.03.

## **Materials**

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

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

For temporary walls, use welded wire reinforcement for welded wire facing and Type 5 geotextile for reinforcement geotextiles. Use Type 5 geotextile with lengths and an ultimate tensile strength as shown in 2018 Roadway Standard Drawing No. 422.03. Provide Type 1 geotextile for separation geotextiles and Class B concrete for outlet pads. Use Class V or Class VI select material for alternate approach fills and temporary walls. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For PVC drain pipes, use pipes with perforations that meet AASHTO M 278.

## **Construction Methods**

Excavate as necessary for alternate approach fills and temporary walls in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geotextiles until approach fill dimensions and foundation material are approved.

Install geotextiles as shown in 2018 Roadway Standard Drawing No. 422.03. Attach separation geotextiles to end bent cap backwalls and wing walls as needed with adhesives, tapes or other approved methods. Overlap adjacent geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geotextiles.

Install continuous perforated PVC drain pipes with perforations pointing down in accordance with 2018 Roadway Standard Drawing No. 422.03. Connect drain pipes to outlet pipes just beyond wing walls. Connect PVC pipes, fittings and outlet pipes with solvent cement in accordance with Article 815-3 of the *2018 Standard Specifications* and place outlet pads in accordance with 2018 Roadway Standard Drawing No. 815.03.

Install drain pipes so water drains towards outlets. If the groundwater elevation is above drain pipe elevations, raise drains up to maintain positive drainage towards outlets. Place pipe sleeves in or under wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads.

At the Contractor's option, construct bottom portion of integral end bents before temporary walls as shown in 2018 Roadway Standard Drawings No. 422.03. Erect and set welded wire facing so facing functions as a form for the end bent cap backwall. Place welded wire facing adjacent to each other in the horizontal and vertical directions to completely cover the temporary wall face. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Wrap reinforcement geotextiles at the temporary wall face in accordance with 2018 Roadway Standard Drawing No. 422.03 and cover geotextiles with at least 3" of select material. Place layers of reinforcement geotextiles within 3" of locations shown in 2018 Roadway Standard Drawing No. 422.03. Before placing select material, pull reinforcement geotextiles taut so they are in tension and free of kinks, folds, wrinkles or creases. Install reinforcement geotextiles with the direction shown in 2018 Roadway Standard Drawing No. 422.03. Do not splice or overlap reinforcement geotextiles so seams are parallel to the temporary wall face.

Place select material in 8" to 10" thick lifts and compact select material with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geotextiles or drains when placing and compacting select material. End dumping directly on geotextiles is not permitted. Do not operate heavy equipment on geotextiles or drain pipes until they are covered with at least 8" of select material. Replace any damaged geotextiles or drains to the satisfaction of the Engineer. When alternate approach fills extend beyond bridge approach slabs, wrap separation geotextiles over select material as shown in 2018 Roadway Standard Drawing No. 422.03.

Temporary walls are designed for a surcharge pressure in accordance with 2018 Roadway Standard Drawing No. 422.03. If the crane surcharge will exceed the wall design, contact the Engineer before positioning the crane over reinforcement geotextiles.

### **Measurement and Payment**

Alternate approach fills will be paid at the contract lump sum for either *Type I Standard Approach Fill, Station \_\_\_\_* or *Type II Modified Approach Fill, Station \_\_\_\_* based on the approach fill type that the alternate approach fill is replacing. The lump sum price for each approach fill will be full compensation for providing labor, tools, equipment and alternate approach fill materials, excavating, backfilling, hauling and removing excavated materials, constructing temporary walls, installing wall facing, geotextiles and drains, compacting backfill and supplying select material, separation and reinforcement geotextiles, welded wire facing, drain pipes, pipe sleeves, outlet pipes and pads and any incidentals necessary to construct alternate approach fills for integral abutments.

### **AUTOMATED FINE GRADING:**

(1-16-96)

610

SP5 R05

On mainline portions and ramps of this project, prepare the subgrade and base beneath the pavement structure in accordance with the applicable sections of the *2018 Standard Specifications* except use an automatically controlled fine grading machine using string lines, laser controls or other approved methods to produce final subgrade and base surfaces meeting the lines, grades and cross sections required by the plans or established by the Engineer.

No direct payment will be made for the work required by this provision as it will be considered incidental to other work being paid for by the various items in the contract.

**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.

**CLASS IV SUBGRADE STABILIZATION IN LIEU OF CHEMICAL STABILIZATION:**

(6-16-15) (Rev. 5-15-18)

501, 542

SP5 R17

**Description**

In lieu of chemical stabilization, provide Class IV subgrade stabilization by replacing 8 inches of subgrade soils with geotextile and Class IV select material. This substitution is allowed in full typical section width and cannot result in chemically stabilized sections less than 1,000 feet in length, unless otherwise approved by the Engineer. This substitution is not allowed for chemically stabilized sections with geotextile for pavement stabilization. Notify the Engineer at least 30 days in advance of starting Class IV subgrade stabilization in lieu of chemical stabilization. Define “subbase” as the portion of the roadbed below the Class IV subgrade stabilization.

**Materials**

Refer to the *2018 Standard Specifications*.

<b>Item</b>	<b>Section</b>
Geotextile for Soil Stabilization, Type 4	1056
Select Material, Class IV	1016

Use Class IV select material for Class IV subgrade stabilization.

**Construction Methods**

Before placing geotextile for soil stabilization below Class IV subgrade stabilization, proof roll subbases in accordance with Section 260 of the Standard Specifications. Install geotextile for soil stabilization in accordance with Article 270-3 in the *2018 Standard Specifications*. Place, compact and maintain Class IV subgrade stabilization in accordance with Article 505-3 of the *2018 Standard Specifications* for a Type 2 aggregate subgrade.

**Measurement and Payment**

*Class IV Subgrade Stabilization in Lieu of Chemical Stabilization* will be paid at the prices established in the contract that relate to the chemical stabilization type that is being replaced (lime or cement). No direct payment will be made for additional excavation required to accommodate this alternate.

The total amount paid for this subgrade stabilization alternative will be limited to the contract amounts per square yard for replacement for Portland cement or lime, theoretical tons of Portland cement or lime replaced, mixing of cement or lime, and theoretical gallons of asphalt curing seal replaced at the rate of 0.15 gallons per square yard.

A supplement agreement will be executed prior to starting the work to create a square yard price for the *Class IV Subgrade Stabilization in Lieu of Chemical Stabilization* and deleting the quantities associated with the work being replaced.

**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 \$ **501.67** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **June 1, 2018**.

**ASPHALT CONCRETE PLANT MIX PAVEMENTS:**

(2-20-18)

610, 1012

SP6 R65

Revise the *2018 Standard Specifications* as follows:

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

<b>TABLE 610-1</b>	
<b>MIXING TEMPERATURE AT THE ASPHALT PLANT</b>	
<b>Binder Grade</b>	<b>JMF Temperature</b>
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:

TABLE 610-3 MIX DESIGN CRITERIA									
Mix Type	Design ESALs millions <sup>A</sup>	Binder PG Grade <sup>B</sup>	Compaction Levels		Max. Rut Depth (mm)	Volumetric Properties			
			Gmm @			VMA	VTM	VFA	%Gmm
			Nini	Ndes		% Min.	%	Min.-Max.	@ Nini
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
	Design Parameter					Design Criteria			
All Mix Types	Dust to Binder Ratio (P <sub>0.075</sub> / P <sub>b</sub> )					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:

Mix Type	%RBR $\leq$ 20%	21% $\leq$ %RBR $\leq$ 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

**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. If the mix contains any amount of RAS, The virgin binder shall be PG 58-28.

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

<b>TABLE 610-7 DENSITY REQUIREMENTS</b>	
Mix Type	Minimum % G <sub>mm</sub> (Maximum Specific Gravity)
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 6-32, Article 610-16 MEASUREMENT AND PAYMENT,** replace with the following:

**Pay Item**

Asphalt Concrete Base Course, Type B25.0C  
 Asphalt Concrete Intermediate Course, Type I19.0C  
 Asphalt Concrete Surface Course, Type S4.75A  
 Asphalt Concrete Surface Course, Type S9.5B  
 Asphalt Concrete Surface Course, Type S9.5C  
 Asphalt Concrete Surface Course, Type S9.5D

**Pay Unit**

Ton  
 Ton  
 Ton  
 Ton  
 Ton  
 Ton

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

<b>Mix Type</b>	<b>Coarse Aggregate Angularity<sup>B</sup></b>	<b>Fine Aggregate Angularity % Minimum</b>	<b>Sand Equivalent % Minimum</b>	<b>Flat and Elongated 5 : 1 Ratio % Maximum</b>
<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.

**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:

#### **Pay Item**

Guardrail Anchor Units, Type \_\_\_\_

Temporary Guardrail Anchor Units, Type \_\_\_\_

#### **Pay Unit**

Each

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
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.

**HIGH STRENGTH CONCRETE FOR DRIVEWAYS:**

(11-21-00) (Rev. 1-17-12)

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the *2018 Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *2018 Standard Specifications*.

**PERMANENT SEEDING AND MULCHING:**

(7-1-95)

1660

SP16 R02

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

For all permanent seeding and mulching that is satisfactorily completed in accordance with the requirements of Section 1660 in the *2018 Standard Specifications* and within the following percentages of elapsed contract times, an additional payment will be made to the Contractor as an incentive additive. The incentive additive will be determined by multiplying the number of acres of seeding and mulching satisfactorily completed times the contract unit bid price per acre for Seeding and Mulching times the appropriate percentage additive.

<b>Percentage of Elapsed Contract Time</b>	<b>Percentage Additive</b>
0% - 30%	30%
30.01% - 50%	15%

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



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

(5-20-08)

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, Sickledod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

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

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

<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**

(2-12-18)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 7**

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

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

**Division 8**

**Page 8-23, lines 3, 6, 11 and 13, Section 836, SLUICE GATE**, replace article number “8366” with “836”.

**Division 10**

**Page 10-69, Table 1046-1 WIRE DIAMETER**, rename RECYCLED PLASTIC AND COMPOSITE OFFSET BLOCK PROPERTIES

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

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

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

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

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

(3-18-03) (Rev. 12-20-16)

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 <http://www.ncagr.gov/plantindustry/> 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, or other noxious weeds.

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

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

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

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

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

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



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

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

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

**TABLE 103-1  
COMPLAINT BASIS**

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

Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i>	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <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.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)
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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****MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

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

**Area 024 31.7%**

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

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

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

**Area 027 24.7%**

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

**Area 028 15.5%**

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

**Area 029 15.7%**

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

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

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



**SMSA Areas****Area 5720 26.6%**

Currituck County

**Area 9200 20.7%**

Brunswick County

New Hanover County

**Area 2560 24.2%**

Cumberland County

**Area 6640 22.8%**

Durham County

Orange County

Wake County

**Area 1300 16.2%**

Alamance County

**Area 3120 16.4%**

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

**Area 1520 18.3%**

Gaston County

Mecklenburg County

Union County

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**Goals for Female****Participation in Each Trade**

(Statewide) 6.9%

**STANDARD SPECIAL PROVISION****REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).  
The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.  
Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.  
Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

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

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
  - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and basic records**
  - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
  - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
  - c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.  
 The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.  
 Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.  
 In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.  
 The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.  
 Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.  
 In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
  - d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
  6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
  7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
  8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
  9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
  10. **Certification of eligibility.**
    - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees

from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
  - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
  3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
  4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
  5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

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

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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



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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) 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;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

- (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)
- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
  - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
  - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of

Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

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

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

**Training Classifications**

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

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

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

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

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

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

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

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

**Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC180101 01/05/2018 NC101**

Z-101

Date: January 5, 2018

General Decision Number: NC180101 01/05/2018 NC101

Superseded General Decision Numbers: NC20170101

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Alamance	Forsyth	Randolph
Anson	Gaston	Rockingham
Cabarrus	Guilford	Stokes
Chatham	Mecklenburg	Union
Davie	Orange	Yadkin
Durham	Person	

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2) – (60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number  
0

Publication Date  
01/05/2018

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68	.05
CEMENT MASON/CONCRETE FINISHER	13.93	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19	1.25
IRONWORKER	13.30	
LABORER		
Asphalt Raker and Spreader	12.78	

	Rates	Fringes
Asphalt Screed/Jackman	14.50	
Carpenter Tender	12.51	.27
Cement Mason/Concrete Finisher Tender	11.04	
Common or General	10.40	.01
Guardrail/Fence Installer	13.22	
Pipelayer	12.43	
Traffic Signal/Lighting Installer	15.65	.24
PAINTER		
Bridge	23.77	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	10.00	
Bulldozer Fine	16.13	
Bulldozer Rough	14.36	
Concrete Grinder/Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough/All-Terrain	19.10	
Drill Operator Rock	14.28	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63	
Grader/Blade Fine	19.84	
Grader/Blade Rough	15.47	
Loader 2 Cubic Yards or Less	13.31	
Loader Greater Than 2 Cubic Yards	16.19	
Material Transfer Vehicle (Shuttle Buggy)	15.44	
Mechanic	17.51	
Milling Machine	15.22	
Off-Road Hauler/Water Tanker	11.83	
Oiler/Greaser	14.16	
Pavement Marking Equipment	12.05	
Paver Asphalt	15.97	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79	
Roller Asphalt Finish	13.76	
Roller Other	12.08	
Scraper Finish	12.65	
Scraper Rough	11.50	
Slip Form Machine	19.60	
Tack Truck/Distributor Operator	14.82	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.45	
GVWR of 26,000 Lbs or Greater	13.57	.03

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a

family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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



used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

U-3109B

**GT-0.1**

Alamance County

**PROJECT SPECIAL PROVISIONS**

**GEOTECHNICAL**

GEOTEXTILE FOR PAVEMENT STABILIZATION - (5/15/2018)

GT-1.1 - GT-1.2

DocuSigned by:

*Geotechnical Engineering Unit*

E06538624A11498...

4/27/2018

**GEOTEXTILE FOR PAVEMENT STABILIZATION:****(5-15-18)****Description**

Supply and install geotextile for pavement stabilization in accordance with the contract. Geotextile for pavement stabilization may be required above chemically stabilized subgrades or below Class IV subgrade stabilization to prevent pavement cracking at locations shown in the plans and as directed. Define “subbase” as the portion of the roadbed below the Class IV subgrade stabilization.

**Materials**

Refer to Division 10 of the *Standard Specifications*.

**Item****Section**

Geotextiles

1056

Select Material, Class IV

1016

Use Class IV select material for Class IV subgrade stabilization. Provide Type 5 geotextile for geotextile for pavement stabilization that meets the following tensile strength requirements in the machine direction (MD) and cross-machine direction (CD):

<b>GEOTEXTILE FOR PAVEMENT STABILIZATION REQUIREMENTS</b>		
<b>Tensile Strength</b>	<b>Requirement (MARV<sup>A</sup>)</b>	<b>Test Method</b>
Tensile Strength @ 5% Strain (MD & CD <sup>A</sup> )	1,900 lb/ft	ASTM D4595
Ultimate Tensile Strength (MD & CD <sup>A</sup> )	4,800 lb/ft	ASTM D4595

A. MD, CD and MARV per Article 1056-3 of the *Standard Specifications*.

**Construction Methods**

Geotextile for pavement stabilization may be required at locations shown in the plans and other locations as directed. For locations with ABC on chemically stabilized subgrades, use of geotextile for pavement stabilization will be based on sampling and testing for chemical stabilization. For all other locations, notify the Engineer when the embankment is completed to within 2 ft of subgrade elevation and allow 3 days for the Engineer to determine if geotextile for pavement stabilization is required.

Before placing geotextile for pavement stabilization below Class IV subgrade stabilization, proof roll subbases in accordance with Section 260 of the *Standard Specifications*. Place geotextile for pavement stabilization above chemically stabilized subgrades or below Class IV subgrade stabilization as shown in the plans. Pull geotextiles taut so they are in tension and free of kinks, folds, wrinkles or creases. Install geotextile for pavement stabilization perpendicular to the survey or lane line in the MD and adjacent to each other in the CD as shown in the plans. Continuous geotextiles are required in the MD, i.e., do not splice or overlap geotextiles so seams are parallel to the survey or lane line. Completely cover stabilized subgrades or subbases with geotextile for pavement stabilization. Overlapping geotextiles in the CD is permitted but not required. Overlap geotextiles in the direction that aggregate will be placed to prevent lifting the edge of the top geotextile. Hold geotextiles in place with wire staples or anchor pins as needed.

Do not damage geotextile for pavement stabilization when placing ABC or Class IV subgrade stabilization. Place and compact ABC in accordance with the contract and *Standard*

*Specifications.* Place, compact and maintain Class IV subgrade stabilization in accordance with Article 505-3 of the *Standard Specifications* for a Type 2 aggregate subgrade. Do not operate heavy equipment on geotextiles any more than necessary to construct base courses or subgrades. Replace any damaged geotextiles to the satisfaction of the Engineer.

**Measurement and Payment**

*Geotextile for Pavement Stabilization* will be measured and paid in square yards. Geotextiles will be measured along subgrades or subbases as the square yards of exposed geotextiles installed before placing ABC or Class IV subgrade stabilization. No measurement will be made for overlapping geotextiles. The contract unit price for *Geotextile for Pavement Stabilization* will be full compensation for providing, transporting and installing geotextiles, wire staples and anchor pins.

*Class IV Subgrade Stabilization* will be measured and paid in accordance with Article 505-4 of the *Standard Specifications*. No measurement will be made for any undercut excavation of fill materials from subbases.

Payment will be made under:

**Pay Item**

Geotextile for Pavement Stabilization

**Pay Unit**

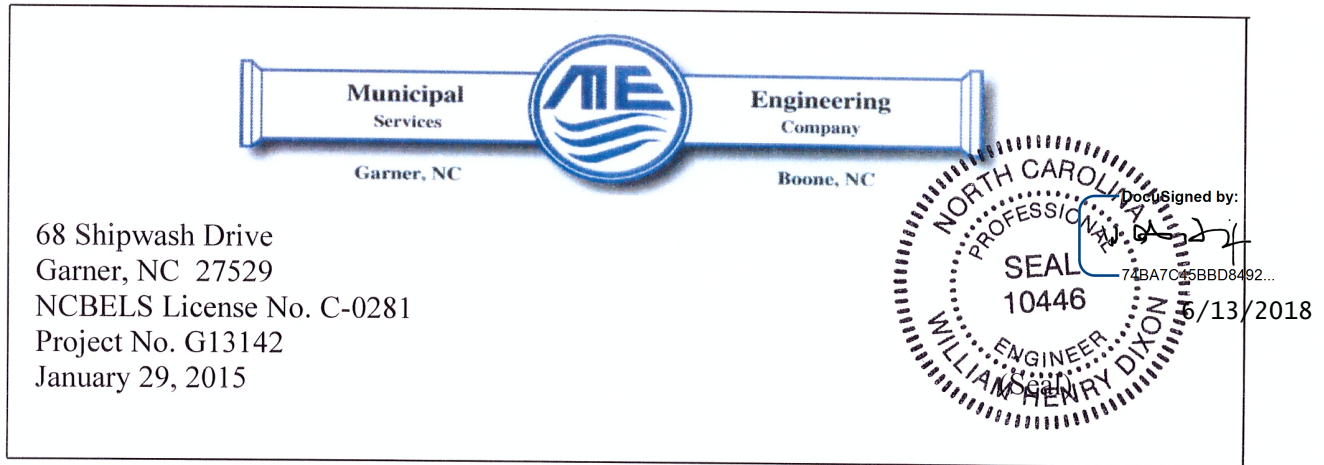
Square Yard



DocuSigned by:  
*Scott A. Hidden*  
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4/26/2018

PROJECT SPECIAL PROVISIONS  
Utility Construction



**Revise the 2018 Standard Specifications as follows:**

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

The utility owner is Orange-Alamance Waters System, Inc. – The contact person is the system Engineer Mike Acquesta, PE with Municipal Engineering Services Company, PA, (919) 772-5393.

The proposed utility construction shall meet the applicable requirements of the NC Department of Transportation's "Standard Specifications for Roads and Structures" dated January 2018, NCDENR Division of Water Resources, NCDENR Division of Water Quality, Orange-Alamance Water System, Inc. and the following provisions. Should a conflict arise between the referenced standards, the most stringent requirement shall apply.

The Contractor shall provide access for the Owners' representatives to all phases of construction. Notify the Owners two weeks before commencement of any work and one week before service interruption. Interruption of water service on main lines shall be limited to a maximum of four (4) hours. Individual service connection interruptions shall be scheduled between regular working hours unless otherwise permitted by the Owners. Water services shall be restored within the same working day.

The Owners require that the following be included in these Special Provisions:

- 1) Owner, or his agent, shall witness all pressure and biological testing.
- 2) The Contractor shall take all biological samples and send to Owner's preferred laboratory for testing.
- 3) All existing appurtenances (hydrants, valves, glands, fittings) that are removed as a result of the water main relocation will remain the property of the Owner.

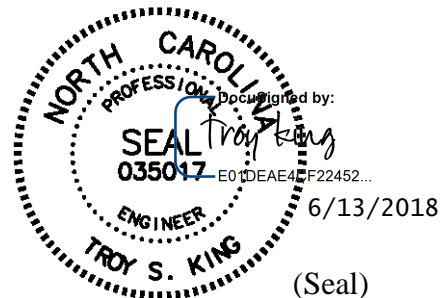
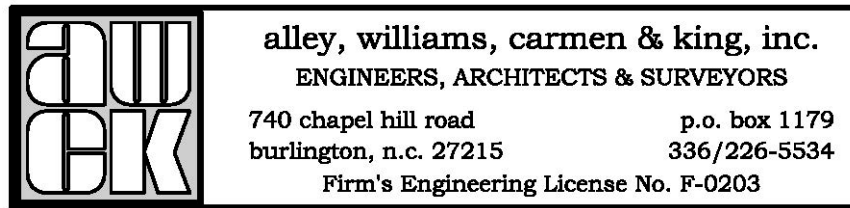
05/23/2018



- 4) The Contractor shall have parts available on hand and the capability to repair service mains immediately if service is interrupted due to the damage caused by the Contractor.
- 5) Water service to all customers shall be maintained during construction of the new water main.
- 6) Driveway access to the public shall be maintained during construction. Disruption to driveway access shall be limited the hours between 9:00 am to 4:00 p.m.

All materials and equipment shall be furnished by an established and reputable manufacturer or supplier. All materials and equipment shall be new and shall be of first class ingredients and construction designed and guaranteed to perform the service required and shall conform to the following specifications or shall be the product of the listed manufacturer or similar and equal thereto as approved by the Owner.

PROJECT SPECIAL PROVISIONS  
Utility Construction



**Add the following after the last paragraph on Page UC-2**

The utility owner is the City of Mebane. The contact person is Wayne Pore and he can be reached by phone at 919-516-8396.

The proposed utility construction shall meet the applicable requirements of the NCDOT Department of Transportation's "Standard Specifications for Roads and Structures" dated January 2018 as well as the City of Mebane Standard Specifications. In the event the two specifications conflict, the more restrictive specification shall rule.

**Revise the 2018 Standard Specifications as follows:**

**Page 15-2; Sub-article 1500-9, Placing pipelines into service, paragraph 1:**

The contractor shall have NCDOT improvements field located prior to making taps to the existing water line. Tapping sleeve, insert valve, air release structure and concrete thrust restraint locations shall be evaluated with proposed swales and finished grade to verify no conflicts exist prior to making taps. Field adjustment of swales and/or taps may be required to provide a minimum of three feet of cover over existing/proposed water line.

**Page 15-8; Section 1515-3(A).** The Contractor's attention is directed to this section. The 12" ductile iron Insert Valve shall be an epoxy coated (min 8 mils) Resilient Wedge Gate Valve designed for use in potable water systems and shall have a maximum working pressure of 250 psi. The design will allow the valve to be installed into an existing pressurized pipeline while maintaining constant pressure and normal water service. The ductile iron body, bonnet and

wedge provide strength and a pressure rating that meets or exceeds the requirements of AWWA C515.

The resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge shall be totally independent of the carrier pipe and shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. Pressure equalization on the down or upstream side of the closed wedge shall not be necessary to open the valve. The wedge shall be symmetrical and seal equally well with flow in either direction. The resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel to achieve maximum fluid control regardless of high or low flow pressure or velocity.

The valve shall have a Non-Rising Stem (NRS) with AWWA standard turns and shall be operated by a 2" square wrench nut and shall open by turning counter clockwise. All parts and components to be exclusively and completely assembled, manufactured, machined and costed in the USA.

**Measurement and Payment:**

Payment for 12" Insert Valve shall be per each 12" Insert Valve installed, and paid for under the contract price for "12" Insert Valve". Such price and payments will be full compensation for all labor, materials, excavation, backfilling, concrete thrust blocking and any incidentals necessary to complete the work, as required.

**Pay Item:**

12" Insert Valve

**Pay Unit**

Each





**General:**

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

- A. Duke Energy – Power (Distribution)
- B. Duke Energy – Power (Transmission)
- C. AT&T Transmission - Communications
- D. CenturyLink – Communications
- E. Charter/Spectrum – Communications
- F. PSNC - Gas
- G. City of Mebane – Water

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

The Contractor's attention is directed to Article 105-8 of the 2018 Standard Specifications.

**Utilities Requiring Adjustment:**

Utility relocations are shown on the Utility by Others Plans.

**A) Duke Energy – Power (Distribution)**

Contact Information:     David Icenhour  
                                     7001 Pinecrest Rd  
                                     Raleigh, NC 27613  
                                     919-207-7522  
                                     [dicenhour@ucseng.com](mailto:dicenhour@ucseng.com)

- 1) See Utilities by Others Plans.
- 2) Duke Energy will need 1 month to complete relocations. The anticipated utility relocation completion date is August 1, 2018.

**B) Duke Energy – Power (Transmission)**

Contact Information: Lisa Plumley  
980-373-1219  
Lisa.Plumley@duke-energy.com

- 1) See Utilities by Others Plans.
- 2) Duke Transmission has proper clearance to existing aerial facilities. Lines will remain energized throughout this project.

**C) AT&T Transmission - Communications**

Contact Information: Homer Marona  
P.O. Box 84  
Cameron, NC 28326  
910-638-1798  
hmarona@embarqmail.com

- 1) See Utilities by Others Plans.
- 2) AT&T Transmission will install buried fiber optic lines inside of their existing easement within project limits prior to the date of availability.

**D) CenturyLink – Communications**

Contact Information: Kevin Godwin  
910-366-2142  
Kevin.Godwin@centurylink.com

- 1) See Utilities by Others Plans
- 2) CenturyLink will install buried cables within project limits inside of existing right of way prior to the date of availability.

**E) Charter/Spectrum – Communications**

Contact Information: Roger Stanfield  
721A N. Regional Rd  
Greensboro, NC 27409  
336-215-3742  
Roger.Stanfield@charter.com

- 1) See Utilities by Others Plans

- 2) Charter/Spectrum will need 1 month to transfer facilities to the new Duke Energy pole line once Duke is complete. The anticipated utility relocation completion date is September 1, 2018.

**F) PSNC - Gas**

Contact Information: Josue Alcaraz  
2020 Energy Drive  
Apex, NC 27502  
919-548-6751  
Josue.Alcaraz@scana.com

- 1) See Utilities by Others Plans.
- 2) PSNC will relocate their 4" plastic main within project limits inside of existing right of way prior to the date of availability.

**G) City of Mebane – Water**

Contact Information: Troy King  
Alley, Williams, Carmen, and King, Inc.  
740 Chapel Hill Rd  
P.O. Box 1179  
Burlington, NC 27216  
336-226-5534  
tking@awck.com

- 1) See Utilities by Others Plans.
- 2) The City of Mebane will incorporate their relocations into the roadway contract.

**Project Special Provisions  
Erosion Control**

**STABILIZATION REQUIREMENTS:**

(3-11-2016)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 1, 2016 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

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

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

**SEEDING AND MULCHING:****(East)**

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

## All Roadway Areas

**March 1 - August 31**

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

**September 1 - February 28**

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

## Waste and Borrow Locations

**March 1 – August 31**

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

**September 1 - February 28**

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

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

### Approved Tall Fescue Cultivars

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

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

### **Native Grass Seeding And Mulching**

**(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.

**REFORESTATION:****Description**

*Reforestation* will be planted within areas as directed. *Reforestation* is not shown on the plan sheets. See the Reforestation Detail Sheet.

All non-maintained riparian buffers impacted by the placement of temporary fill or clearing activities shall be restored to the preconstruction contours and revegetated with native woody species.

The entire *Reforestation* operation shall comply with the requirements of Section 1670 of the *Standard Specifications*.

**Materials**

*Reforestation* shall be bare root seedlings 12"-18" tall.

**Construction Methods**

*Reforestation* shall be planted as soon as practical following permanent *Seeding and Mulching*. The seedlings shall be planted in a 16-foot wide swath adjacent to mowing pattern line, or as directed.

Root dip: The roots of reforestation seedlings shall be coated with a slurry of water, and either a fine clay (kaolin) or a superabsorbent that is designated as a bare root dip. The type, mixture ratio, method of application, and the time of application shall be submitted to the Engineer for approval.

With the approval of the Engineer, seedlings may be coated before delivery to the job or at the time of planting, but at no time shall the roots of the seedlings be allowed to dry out. The roots shall be moistened immediately prior to planting.

Seasonal Limitations: *Reforestation* shall be planted from November 15 through March 15.

**Measurement and Payment**

*Reforestation* will be measured and paid for in accordance with Article 1670-17 of the *Standard Specifications*.

**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:

**Pay Item**

Response for Erosion Control

**Pay Unit**

Each

**HIGH QUALITY WATERS:****Description**

Mill Creek (Forest Lake) has been identified as high quality waters. This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the High Quality Water Zone and as designated by the Engineer. The High Quality Water Zones are identified on the plans as Environmentally Sensitive Areas. This also requires special procedures to be used for seeding and mulching and staged seeding.

The High Quality Water Zone/Environmentally Sensitive Area shall be defined as a 50-foot buffer zone on both sides of the stream measured from top of streambank.

**Construction Methods****(A) Clearing and Grubbing**

In areas identified as High Quality Water Zones/Environmentally Sensitive Areas, the Contractor may perform clearing operations, but not grubbing operations until immediately prior to beginning grading operations as described in Article 200-1 of the *Standard Specifications*. Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

**(B) Grading**

Once grading operations begin in identified High Quality Water Zones/ Environmentally Sensitive Areas, work shall progress in a continuous manner until complete. All construction within these areas shall progress in a continuous manner such that each phase is complete and areas are permanently stabilized prior to beginning of next phase. Failure on the part of the Contractor to complete any phase of construction in a continuous manner in High Quality Water Zones/ Environmentally Sensitive Areas will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the *Standard Specifications*.

**(C) Temporary Stream Crossings**

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-12 of the *Standard Specifications*.

**(D) Seeding and Mulching**

Seeding and mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

Seeding and mulching shall be performed on the areas disturbed by construction immediately following final grade establishment. No appreciable time shall lapse into the contract time without stabilization of slopes, ditches and other areas within the High Quality Water Zones/Environmentally Sensitive Areas.

(E) Stage Seeding

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height measured along the slope, or greater than 2 acres in area. Each stage shall not exceed the limits stated above.

Additional payments will not be made for the requirements of this section, as the cost for this work shall be included in the contract unit prices for the work involved.

**MINIMIZE REMOVAL OF VEGETATION:**

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

**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.

**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:

[http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/ContractorReclamationProcedures.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractorReclamationProcedures.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

### **PERMANENT SOIL REINFORCEMENT MAT:**

#### Description

This work consists of furnishing and placing *Permanent Soil Reinforcement Mat*, of the type specified, over previously prepared areas as directed.

#### Materials

The product shall be a permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three-dimensional structure. The mat shall have the following minimum physical properties:

Property	Test Method	Value	Unit
Light Penetration	ASTM D6567	9	%
Thickness	ASTM D6525	0.40	in
Mass Per Unit Area	ASTM D6566	0.55	lb/sy
Tensile Strength	ASTM D6818	385	lb/ft
Elongation (Maximum)	ASTM D6818	49	%
Resiliency	ASTM D1777	>70	%
UV Stability *	ASTM D4355	≥80	%
Porosity (Permanent Net)	ECTC Guidelines	≥85	%
Maximum Permissible Shear Stress (Vegetated)	Performance Bench Test	≥8.0	lb/ft <sup>2</sup>
Maximum Allowable Velocity (Vegetated)	Performance Bench Test	≥16.0	ft/s

\*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

Submit a certification (Type 1, 2, or 3) from the manufacturer showing:

- (A) the chemical and physical properties of the mat used, and
- (B) conformance of the mat with this specification.

### **Construction Methods**

Matting shall be installed in accordance with Subarticle 1631-3(B) of the *Standard Specifications*.

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

### **Measurement and Payment**

*Permanent Soil Reinforcement Mat* will be measured and paid for as the actual number of square yards measured along the surface of the ground over which Permanent Soil Reinforcement Mat is installed and accepted. Overlaps will not be included in the measurement, and will be considered as incidental to the work. Such payment shall be full compensation for furnishing and installing the mat, including overlaps, and for all required maintenance.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Permanent Soil Reinforcement Mat	Square Yard

### **SKIMMER BASIN WITH BAFFLES:**

#### **Description**

Provide a skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Skimmer Basin with Baffles Detail sheet provided in the erosion control plans. Work includes constructing sediment basin, installation of temporary slope drain pipe and coir fiber baffles, furnishing, installation and cleanout of skimmer, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing a geotextile spillway liner, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drain, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

**Materials**

<b>Item</b>	<b>Section</b>
Stone for Erosion Control, Class B	1042
Geotextile for Soil Stabilization, Type 4	1056
Fertilizer for Temporary Seeding	1060-2
Seed for Temporary Seeding	1060-4
Seeding and Mulching	1060-4
Matting for Erosion Control	1060-8
Staples	1060-8
Coir Fiber Mat	1060-14
Temporary Slope Drain	1622-2
Coir Fiber Baffle	1640

Provide appropriately sized and approved skimmer device.

Provide Schedule 40 PVC pipe with a length of 6 ft. to attach to the skimmer and the coupling connection to serve as the arm pipe. For skimmer sizes of 2.5 in. and smaller, the arm pipe diameter shall be 1.5 inches. For skimmer sizes of 3 in. and larger, refer to manufacturer recommendation.

Provide 4" diameter Schedule 40 PVC pipe to attach to coupling connection of skimmer to serve as the barrel pipe through the earthen dam.

Anchors: Staples, stakes, or reinforcement bars 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

Excavate basin according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drain pipe and construct the primary spillway according to the Skimmer Basin with Baffles Detail sheet in the erosion control plans. Temporary slope drain pipe at inlet of basin may be replaced by geotextile as directed. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*.

Install skimmer device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. The coupling shall be rigid and non-buoyant and not exceed a diameter of 4" and 12" in length. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line primary spillway with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for the primary spillway is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Skimmer Basin with Baffles detail. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart.

All bare side slope sections of the skimmer basin shall be seeded with a temporary or permanent seed mix as directed and in accordance with Articles 1620-3, 1620-4, 1620-5, 1660-4, 1660-5 and 1660-7 of the *Standard Specifications*. Straw or excelsior matting shall be installed on all bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

**Measurement and Payment**

*Silt Excavation* will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

*Geotextile for Soil Stabilization* will be measured and paid for in accordance with Article 270-4 of the *Standard Specifications*.

*Coir Fiber Baffles* will be measured and paid for in accordance with Article 1640-4 of the *Standard Specifications*.

\_\_\_" *Skimmer* will be measured in units of each. \_\_\_" *Skimmer* will be measured and paid for as the maximum number of each size skimmer acceptably installed and in use at any one time during the life of the project. Barrel and arm pipe, cleanout, relocation and reinstallation of \_\_\_" *Skimmer* is considered incidental to the measurement of the quantity of \_\_\_" *Skimmer* and no separate payment will be made. No separate payment shall be made if \_\_\_" *Skimmer*, barrel and/or arm pipe(s) are damaged by ice accumulation.

*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.

*Temporary Slope Drain* will be measured and paid for in accordance with Article 1622-4 of the *Standard Specifications*.

*Stone for Erosion Control, Class \_\_\_* will be measured and paid for in accordance with Article 1610-4 of the *Standard Specifications*.

*Seeding and Mulching* will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

*Seed for Temporary Seeding* will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

*Fertilizer for Temporary Seeding* will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

*Matting for Erosion Control* will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

**Pay Item**

\_\_\_" Skimmer  
Coir Fiber Mat

**Pay Unit**

Each  
Square Yard

**TIERED SKIMMER BASIN WITH BAFFLES:****Description**

Provide a tiered skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Tiered Skimmer Basin Detail sheet provided in the erosion control plans. Tiered Skimmer Basins shall be installed in areas where topography creates a large elevation difference between the inlet and outlet of a single skimmer basin. Work includes constructing sediment basins, installation of coir fiber baffles, installation of temporary slope drain pipe, furnishing, installation and cleanout of skimmer, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing geotextile spillway liners, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drain pipe, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

**Materials**

<b>Item</b>	<b>Section</b>
Stone for Erosion Control, Class B	1042
Geotextile for Soil Stabilization, Type 4	1056
Fertilizer for Temporary Seeding	1060-2
Seed for Temporary Seeding	1060-4
Seeding and Mulching	1060-4
Matting for Erosion Control	1060-8
Staples	1060-8
Coir Fiber Mat	1060-14
Temporary Slope Drain	1622-2
Coir Fiber Baffle	1640

Provide appropriately sized and approved skimmer device.

Provide Schedule 40 PVC pipe with a length of 6 ft. to attach to the skimmer and the coupling connection to serve as the arm pipe. For skimmer sizes of 2.5 in. and smaller, the arm pipe diameter shall be 1.5 inches. For skimmer sizes of 3 in. and larger, refer to manufacturer recommendation.

Provide 4" diameter Schedule 40 PVC pipe to attach to coupling connection of skimmer to serve as the barrel pipe through the earthen dam.

Anchors: Staples, stakes, or reinforcement bars 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**

Excavate basins according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drain pipe and construct the primary spillways according to the Tiered Skimmer Basin Detail sheet in the erosion control plans. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*. Multiple upper basins, or Modified Silt Basins Type 'B' as labeled on the detail, may be required based on site conditions and as directed.

Install skimmer device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. The coupling shall be rigid and non-buoyant and not exceed a diameter of 4" and 12" in length. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line primary spillways with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for primary spillways is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Tiered Skimmer Basin with Baffles detail.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans

and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

All bare side slope sections of the skimmer basin shall be seeded with a temporary or permanent seed mix as directed and in accordance with Articles 1620-3, 1620-4, 1620-5, 1660-4, 1660-5 and 1660-7 of the *Standard Specifications*. Straw or excelsior matting shall be installed on all bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

### **Measurement and Payment**

*Silt Excavation* will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

*Geotextile for Soil Stabilization* will be measured and paid for in accordance with Article 270-4 of the *Standard Specifications*.

*Coir Fiber Baffles* will be measured and paid for in accordance with Article 1640-4 of the *Standard Specifications*.

\_\_\_" *Skimmer* will be measured in units of each. \_\_\_" *Skimmer* will be measured and paid for as the maximum number of each size skimmer acceptably installed and in use at any one time during the life of the project. Barrel and arm pipe, cleanout, relocation and reinstallation of \_\_\_" *Skimmer* is considered incidental to the measurement of the quantity of \_\_\_" *Skimmer* and no separate payment will be made. No separate payment shall be made if \_\_\_" *Skimmer*, barrel and/or arm pipe(s) are damaged by ice accumulation.

*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.

*Temporary Slope Drain* will be measured and paid for in accordance with Article 1622-4 of the *Standard Specifications*.

*Stone for Erosion Control, Class \_\_\_* will be measured and paid for in accordance with Article 1610-4 of the *Standard Specifications*.

*Seeding and Mulching* will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

*Seed for Temporary Seeding* will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

*Fertilizer for Temporary Seeding* will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

*Matting for Erosion Control* will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

**Pay Item**

\_\_" Skimmer  
Coir Fiber Mat

**Pay Unit**

Each  
Square Yard

**COIR FIBER WATTLES WITH POLYACRYLAMIDE (PAM):**

**Description**

Coir Fiber Wattles are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting. Coir Fiber Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Coir Fiber 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 coir fiber wattles, matting installation, PAM application, and removing wattles.

**Materials**

Coir Fiber Wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12 in.
Minimum Density	3.5 lb/ft <sup>3</sup> +/- 10%
Net Material	Coir Fiber
Net Openings	2 in. x 2 in.
Net Strength	90 lbs.
Minimum Weight	2.6 lbs./ft. +/- 10%

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**

Coir Fiber 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 coir fiber 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 coir fiber 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 coir fiber 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**

*Coir Fiber 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 *Coir Fiber 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 coir fiber 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
Coir Fiber 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:

**Pay Item**

Polyacrylamide(PAM)

**Pay Unit**

Pound

**CULVERT DIVERSION CHANNEL:****Description**

This work consists of providing a *Culvert Diversion Channel* to detour the existing stream around the culvert construction site at locations shown on the plans. Work includes constructing the diversion channel, disposing of excess materials, providing and placing geotextile liner, maintaining the diversion area in an acceptable condition, removing geotextile liner, backfilling

diversion channel area with suitable material, and providing proper drainage when diversion channel area is abandoned.

### Materials

Refer to Division 10

Item	Section
Geotextile for Soil Stabilization, Type 4	1056

### Construction Methods

Grade channel according to the plans with channel surface free of obstructions, debris, and pockets of low-density material. Utilize suitable material and provide disposal area for unsuitable material.

Line channel with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury top of slope geotextile edge in a trench at least 5" deep and tamp securely. Make vertical overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile.

Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 6" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically.

### Measurement and Payment

*Culvert Diversion Channel* will be measured and paid for as the actual number of cubic yards excavated, as calculated from the typical section throughout the length of the diversion channel as shown on the final approved plans.

*Geotextile for Soil Stabilization* will be measured and paid for in accordance with Article 270-4 of the *Standard Specifications*.

Such price and payment shall be considered full compensation for all work covered by this section including all materials, construction, maintenance, and removal of *Culvert Diversion Channel*.

Payment will be made under:

Pay Item	Pay Unit
Culvert Diversion Channel	Cubic Yard

**IMPERVIOUS DIKE:****Description**

This work consists of furnishing, installing, maintaining, and removing an *Impervious Dike* for the purpose of diverting normal stream flow around the construction site. The Contractor shall construct an impervious dike in such a manner approved by the Engineer. The impervious dike shall not permit seepage of water into the construction site or contribute to siltation of the stream. The impervious dike shall be constructed of an acceptable material in the locations noted on the plans or as directed.

**Materials**

Acceptable materials shall include but not be limited to sheet piles, sandbags, and/or the placement of an acceptable size stone lined with polypropylene or other impervious geotextile.

Earth material shall not be used to construct an impervious dike when it is in direct contact with the stream unless vegetation can be established before contact with the stream takes place.

**Measurement and Payment**

*Impervious Dike* will be measured and paid as the actual number of linear feet of impervious dike(s) constructed, measured in place from end to end of each separate installation that has been completed and accepted. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance, and removal of the impervious dike.

Payment will be made under:

**Pay Item**

Impervious Dike

**Pay Unit**

Linear Foot

**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****Item**

Coir Fiber Mat

**Section**

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:**

(12-01-15)

**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 waste 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.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

[http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/soil\\_water/details/](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/soil_water/details/)

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 are approved then those details 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*.

No measurement will be made for other items or for over excavation or stockpiling.

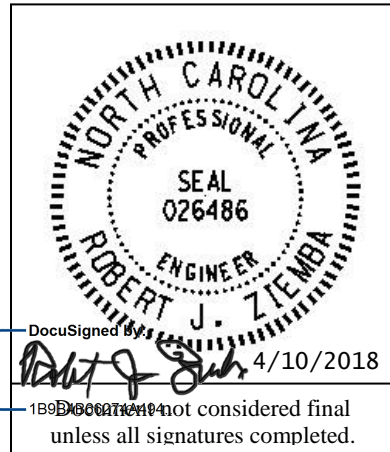
Payment will be made under:

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

## U-3109B

**Signals and Intelligent Transportation Systems  
Project Special Provisions  
(Version 18.1)**

*Prepared By: iou  
10-Apr-18*



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## 1. 2018 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES

*The 2018 Standard Specifications are revised as follows:*

### 1.1. GENERAL REQUIREMENTS – Construction Methods (1700-3(K))

Page 17-4, revise sentence starting on line 14 to read “Modify existing electrical services, as necessary, to meet the grounding requirements of the NEC, these *Standard Specifications*, *Standard Drawings*, and the project plans.”

Page 17-4, revise sentence beginning on line 21 to read “Furnish and install additional ground rods to grounding electrode system as necessary to meet the *Standard Specifications*, *Standard Drawings*, and test requirements.”

### 1.2. WOOD POLES – Construction Methods (1720-3)

Page 17-18, revise sentence starting on line 13 to read “On new Department-owned poles, install a grounding system consisting of #6 AWG solid bare copper wire that is mechanically crimped using an irreversible compression tool with die to a single ground rod installed at base of pole or to the electrical service grounding electrode system located within 10 feet of the pole.”

## 2. SIGNAL HEADS

### 2.1. MATERIALS

#### A. General:

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel.

Fabricate tunnel and traditional visors from sheet aluminum.

Paint all surfaces inside and outside of signal housings and doors. Paint outside surfaces of tunnel and traditional visors, wire outlet bodies, wire entrance fitting brackets and end caps when supplied as components of messenger cable mounting assemblies, pole and pedestal mounting assemblies, and pedestrian pushbutton housings. Have electrostatically-applied, fused-polyester paint in highway yellow (Federal Standard 595C, Color Chip Number 13538) a minimum of 2.5 to 3.5 mils thick. Do not apply paint to the latching hardware, rigid vehicle signal head mounting brackets for mast-arm attachments, messenger cable hanger components or balance adjuster components.

Have the interior surfaces of tunnel and traditional visors painted an alkyd urea black synthetic baking enamel with a minimum gloss reflectance and meeting the requirements of MIL-E-10169, “Enamel Heat Resisting, Instrument Black.”

Where required, provide polycarbonate signal heads and visors that comply with the provisions pertaining to the aluminum signal heads listed on the QPL with the following exceptions:

Fabricate signal head housings, end caps, and visors from virgin polycarbonate material. Provide UV stabilized polycarbonate plastic with a minimum thickness of  $0.1 \pm 0.01$  inches that is highway yellow (Federal Standard 595C, Color Chip 13538). Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic



formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

Test	Required	Method
Specific Gravity	1.17 minimum	ASTM D 792
Flammability	Self-extinguishing	ASTM D 635
Tensile Strength, yield, PSI	8500 minimum	ASTM D 638
Izod impact strength, ft-lb/in [notched, 1/8 inch]	12 minimum	ASTM D 256

For pole mounting, provide side of pole mounting assemblies with framework and all other hardware necessary to make complete, watertight connections of the signal heads to the poles and pedestals. Fabricate the mounting assemblies and frames from aluminum with all necessary hardware, screws, washers, etc. to be stainless steel. Provide mounting fittings that match the positive locking device on the signal head with the serrations integrally cast into the brackets. Provide upper and lower pole plates that have a 1 ¼-inch vertical conduit entrance hubs with the hubs capped on the lower plate and 1 ½-inch horizontal hubs. Ensure that the assemblies provide rigid attachments to poles and pedestals so as to allow no twisting or swaying of the signal heads. Ensure that all raceways are free of sharp edges and protrusions, and can accommodate a minimum of ten Number 14 AWG conductors.

For light emitting diode (LED) traffic signal modules, provide the following requirements for inclusion on the Department's Qualified Products List for traffic signal equipment.

1. Sample submittal,
2. Third-party independent laboratory testing results for each submitted module with evidence of testing and conformance with all of the Design Qualification Testing specified in section 6.4 of each of the following Institute of Transportation Engineers (ITE) specifications:
  - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement
  - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement

(Note: The Department currently recognizes two approved independent testing laboratories. They are Intertek ETL Semko and Light Metrics, Incorporated with Garwood Laboratories. Independent laboratory tests from other laboratories may be considered as part of the QPL submittal at the discretion of the Department,

3. Evidence of conformance with the requirements of these specifications,
4. A manufacturer's warranty statement in accordance with the required warranty, and
5. Submittal of manufacturer's design and production documentation for the model, including but not limited to, electrical schematics, electronic component values, proprietary part numbers, bill of materials, and production electrical and photometric test parameters.
6. Evidence of approval of the product to bear the Intertek ETL Verified product label for LED traffic signal modules.

In addition to meeting the performance requirements for the minimum period of 60 months, provide a written warranty against defects in materials and workmanship for the modules for a period of 60 months after installation of the modules. During the warranty period, the manufacturer

must provide new replacement modules within 45 days of receipt of modules that have failed at no cost to the State. Repaired or refurbished modules may not be used to fulfill the manufacturer's warranty obligations. Provide manufacturer's warranty documentation to the Department during evaluation of product for inclusion on Qualified Products List (QPL).

**B. Vehicle Signal Heads:**

Comply with the ITE standard "Vehicle Traffic Control Signal Heads". Provide housings with provisions for attaching backplates.

Provide visors that are 10 inches in length for 12-inch vehicle signal heads.

Provide a termination block with one empty terminal for field wiring for each indication plus one empty terminal for the neutral conductor. Have all signal sections wired to the termination block. Provide barriers between the terminals that have terminal screws with a minimum Number 8 thread size and that will accommodate and secure spade lugs sized for a Number 10 terminal screw.

Mount termination blocks in the yellow signal head sections on all in-line vehicle signal heads. Mount the termination block in the red section on five-section vehicle signal heads.

Furnish vehicle signal head interconnecting brackets. Provide one-piece aluminum brackets less than 4.5 inches in height and with no threaded pipe connections. Provide hand holes on the bottom of the brackets to aid in installing wires to the signal heads. Lower brackets that carry no wires and are used only for connecting the bottom signal sections together may be flat in construction.

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate messenger cable hanger components, wire outlet bodies and balance adjuster components from stainless steel or malleable iron galvanized in accordance with ASTM A153 (Class A) or ASTM A123. Provide serrated rings made of aluminum. Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, hex-head bolts and associated nuts, clevis pins, cotter pins, U-bolt clamps and nuts from stainless steel.

Provide LED vehicular traffic signal modules (hereafter referred to as modules) that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections. Use LEDs that are aluminum indium gallium phosphorus (AlInGaP) technology for red and yellow indications and indium gallium nitride (InGaN) for green indications. Install the ultra bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

For the modules, provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard signal head. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Tint the red, yellow and green lenses to correspond with the wavelength (chromaticity) of the LED. Transparent tinting films are unacceptable. Provide a lens that is integral to the unit with a smooth outer surface.

### 1. LED Circular Signal Modules:

Provide modules in the following configurations: 12-inch circular sections. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Circular Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red circular	17	11
12-inch green circular	15	15

For yellow circular signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to insure power required at 77° F is 22 Watts or less for the 12-inch circular module.

Note: Use a wattmeter having an accuracy of  $\pm 1\%$  to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

### 2. LED Arrow Signal Modules

Provide 12-inch omnidirectional arrow signal modules. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement" dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Arrow Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red arrow	12	9
12-inch green arrow	11	11

For yellow arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Arrow Supplement to insure power required at 77° F is 12 Watts or less.

Note: Use a wattmeter having an accuracy of  $\pm 1\%$  to measure the nominal wattage and maximum wattage of an arrow traffic signal module. Power may also be derived from voltage, current and power factor measurements.

### **C. Signal Cable:**

Furnish 16-4 and 16-7 signal cable that complies with IMSA specification 20-1 except provide the following conductor insulation colors:

- For 16-4 cable: white, yellow, red, and green
- For 16-7 cable: white, yellow, red, green, yellow with black stripe tracer, red with black stripe tracer, and green with black stripe tracer. Apply continuous stripe tracer on conductor insulation with a longitudinal or spiral pattern.

Provide a ripcord to allow the cable jacket to be opened without using a cutter. IMSA specification 19-1 will not be acceptable. Provide a cable jacket labeled with the IMSA specification number and provide conductors constructed of stranded copper.

## **3. TRAFFIC SIGNAL SUPPORTS**

### **3.1. METAL TRAFFIC SIGNAL SUPPORTS – ALL POLES**

#### **A. General:**

Furnish and install metal strain poles, grounding systems, and all necessary hardware. The work covered by this special provision includes requirements for the design, fabrication, and installation of both standard and custom/site specifically designed metal traffic signal supports and associated foundations.

Provide metal traffic signal support systems that contain no guy assemblies, struts, or stay braces. Provide designs of completed assemblies with hardware that equals or exceeds AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals* 6<sup>th</sup> Edition, 2013 (hereafter called 6<sup>th</sup> Edition AASHTO), including the latest interim specifications. Provide assemblies with a round or near-round (18 sides or more) cross-section, or a multi sided cross section with no less than six sides. The sides may be straight, convex, or concave.

Pole heights shown on signal plans are estimated from available data for bid purposes. Prior to furnishing metal signal poles, use field measurements and adjusted cross-sections to determine whether pole heights are sufficient to obtain required clearances. If pole heights are not sufficient, the Contractor should immediately notify the Engineer of the required revised pole heights.

Ensure that metal signal poles permit cables to be installed inside poles and any required mast arms. For holes in the poles and arms used to accommodate cables, provide full-circumference grommets. Arm flange plate wire access holes should be deburred, non grommited, and oversized to fit around the 2" diameter grommited shaft flange plate wire access hole.

After fabrication, have steel poles and all parts used in the assembly hot-dip galvanized per section 1076. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during the galvanization process. Provide hot-dip galvanizing on structures that meets or exceeds ASTM Standard A-123. Provide galvanizing on hardware that meets or exceeds ASTM Standard A-153. Ensure that threaded material is brushed and retapped as necessary after galvanizing. Perform repair of damaged galvanizing that complies with the following:

Repair of Galvanizing .....Article 1076-7

Standard Drawings for Metal Poles are available that supplement these project special provisions. These drawings are located on the Department's website:

<https://connect.ncdot.gov/resources/safety/pages/ITS-Design-Resources.aspx>

Comply with article 1098-1B of the *2018 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES*, hereinafter referred to as the *Standard Specifications* for submittal requirements. Furnish shop drawings for approval. Provide the copies of detailed shop drawings for each type of structure as summarized below. Ensure that shop drawings include material specifications for each component and identify welds by type and size on the detail drawing only, not in table format. **Do not release structures for fabrication until shop drawings have been approved by NCDOT.** Provide an itemized bill of materials for all structural components and associated connecting hardware on the drawings.

Comply with article 1098-1A of the *Standard Specifications* for Qualified Products List (QPL) submittals. All shop drawings must include project location description, signal inventory number(s) and a project number or work order number on the drawings.

Summary of information required for metal pole review submittal:

Item	Hardcopy Submittal	Electronic Submittal	Comments / Special Instructions
Sealed, Approved Signal Plan/Loading Diagram	1	1	All structure design information needs to reflect the latest approved signal plans
Custom Pole Shop Drawings	4 sets	1 set	Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing</u> number for each project and identified for multiple pages.
Standard Pole Shop Drawings (from the QPL)	4 sets	1 set	Submit drawings on 11" x 17" format media. Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing</u> number for each project and identified for multiple pages.
Structure Calculations	1 set	1 set	Not required for Standard QPL Poles
Standard Pole Foundation Drawings	1 set	1 set	Submit drawings on 11" x 17" format media. Submit a completed Standard Foundation Selection form for each pole using foundation table on Metal Pole Drawing M-8.
Custom Foundation Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media. Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing</u> number for each project and identified for multiple pages.

			If QPL Poles are used, include the corresponding QPL pole shop drawings with this submittal.
Foundation Calculations	1	1	<b>Submit copies of LPILE input, output and pile tip deflection graph per Section 11.4 of this specification for each foundation.</b>  Not required for Standard QPL Poles
Soil Boring Logs and Report	1	1	Report should include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

**NOTE** – All shop drawings and custom foundation design drawings must be sealed by a Professional Engineer licensed in the state of North Carolina. All geotechnical information must be sealed by either a Professional Engineer or geologist licensed in the state of North Carolina. Include a title block and revision block on the shop drawings and foundation drawings showing the NCDOT inventory number.

**Shop drawings and foundation drawings may be submitted together or separately for approval. However, shop drawings must be approved before foundations can be reviewed.** Foundation designs will be returned without review if the associated shop drawing has not been approved. Boring reports should include the following: Engineer's summary, boring location maps, soil classification per AASHTO Classification System, hammer efficiency, and Metal Pole Standard Foundation Selection Form. Incomplete submittals will be returned without review. The Reviewer has the right to request additional analysis and copies of the calculations to expedite the approval process.

#### **B. Materials:**

Fabricate metal pole and arm shaft from coil or plate steel to meet the requirements of ASTM A 595 Grade A tubes. For structural steel shapes, plates and bars use A572 Gr 50 min or ASTM A709 Gr 50 min. Provide pole and arm shafts that are round in cross section or multisided tubular shapes and have a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single ply plate or coil so there are no circumferential weld splices. Galvanize in accordance with AASHTO M 111 or an approved equivalent.

Use the submerged arc process or other NCDOT previously approved process suitable for pole shaft and arms to continuously weld pole shafts and arm shafts along their entire length. The longitudinal seam weld will be finished flush to the outside contour of the base metal. Ensure shafts have no circumferential welds except at the lower end joining the shaft to the pole base and arm base. Use full penetration groove welds with backing ring for all tube-to-transverse-plate connections in accordance with 6<sup>th</sup> Edition AASHTO. Provide welding that conforms to Article 1072-18 of the *Standard Specifications*, except that no field welding on any part of the pole will be permitted unless approved by a qualified engineer.

Refer to Metal Pole Standard Drawing Sheets M2 through M5 for fabrication details. Fabricate anchor bases and mast arm connecting plates from plate steel meeting, as a minimum, the requirements of ASTM A572 Gr 50, AASHTO M270 Gr 50, ASTM A709 Gr50, or an approved equivalent. Conform to the applicable bolt pattern and orientation as shown on Metal Pole Standard Drawing Sheet M2.

Ensure all hardware is galvanized steel or stainless steel. The Contractor is responsible for ensuring that the designer/fabricator specifies connecting hardware and/or materials that do not create a dissimilar metal corrosive reaction.

Provide a minimum of four (4) 1-1/2" diameter high strength bolts for connection between arm plate and pole plate. Increase number of bolts to six (6) 1-1/2" diameter high strength bolts when arm lengths are greater than 50'-0" long.

Unless otherwise required by the design, ensure each anchor rod is 2" diameter and 60" length. Provide 10" minimum thread projection at the top of the rod, and 8" minimum at the bottom of the rod. Use anchor rod assembly and drilled pier foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

For each structural bolt and other steel hardware, hot dip galvanizing shall conform to the requirements of AASHTO M 232 (ASTM A 153). Ensure end caps for poles or mast arms are constructed of cast aluminum conforming to Aluminum Alloy 356.0F.

Provide a circular anchor bolt lock plate that will be secured to the anchor bolts at the embedded end with 2 washers and 2 nuts. Provide a base plate template that matches the bolt circle diameter of the anchor bolt lock plate. Construct plates and templates from 1/4" minimum thick steel with a minimum width of 4". Galvanizing is not required for both plates.

Provide 4 heavy hex nuts and 4 flat washers for each anchor bolt. For nuts, use AASHTO M291 grade 2H, DH, or DH3 or equivalent material. For flat washers, use AASHTO M293 or equivalent material.

### **C. Construction Methods:**

Erect signal support poles only after concrete has attained a minimum allowable compressive strength of 3000 psi. Install anchor rod assemblies in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

For further construction methods, see construction methods for Metal Strain Pole.

Connect poles to grounding electrodes and bond them to the electrical service grounding electrodes.

For holes in the poles used to accommodate cables, install grommets before wiring pole or arm. Do not cut or split grommets.

Attach the terminal compartment cover to the pole by a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cover to hang clear of the compartment opening when the cover is removed, and is strong enough to prevent vandalism. Ensure the chain or cable will not interfere with service to the cables in the pole base.

Attach cap to pole with a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cap to hang clear of the opening when the cap is removed.

Perform repair of damaged galvanizing that complies with the *Standard Specifications*, Article 1076-7 "Repair of Galvanizing."

Install galvanized wire mesh around the perimeter of the base plate to cover the gap between the base plate and top of foundation for debris and pest control.

Install a ¼" thick plate for concrete foundation tag to include: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation.

### 3.2. METAL POLE UPRIGHTS (VERTICAL MEMBERS)

#### A. Materials:

- Provide tapered tubular shafts and fabricated of steel conforming to ASTM A-595 Grade A or an approved equivalent.
- Hot-dip galvanize poles in accordance with AASHTO M 111 or an approved equivalent.
- Have shafts that are continuously welded for the entire length by the submerged arc process, and with exposed welds ground or rolled smooth and flush with the base metal. Provide welding that conforms to Article 1072-18 of the *Standard Specification* except that no field welding on any part of the pole will be permitted.
- Have Shafts with no circumferential welds except at the lower end joining the shaft to the base.
- Have anchor bases for steel poles fabricated from plate steel meeting as a minimum the requirements of ASTM A572 Gr 50, AASHTO M270 Gr 50, ASTM A709 Gr 50, or an approved equivalent.

Provide a grounding lug(s) in the approximate vicinity of the messenger cable clamp for bonding and grounding messenger cable. Lugs must accept #4 or #6 AWG wire to bond messenger cables to the pole in order to provide an effective ground fault circuit path. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

Have poles permanently stamped above the hand holes with the identification tag details as shown on Metal Pole Standard Drawing Sheet M2.

Provide liquid tight flexible metal conduit (Type LFMC), liquid tight flexible nonmetallic conduit (Type LFNC), high density polyethylene conduit (Type HDPE), or approved equivalent to isolate conductors feeding luminaires.

Fabricate poles from a single piece of steel or aluminum with single line seam weld with no transverse butt welds. Fabrication of two ply pole shafts is unacceptable with the exception of fluted shafts. Provide tapers for all shafts that begin at base and that have diameters which decrease uniformly at the rate of not more than 0.14 inch per foot (11.7 millimeters per meter) of length.

Provide four anchor nuts and four washers for each anchor bolt. Ensure that anchor bolts have required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

Provide a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains a 12-terminal barrier type terminal block. Provide two terminal screws with a removable shorting bar between them for each termination. Furnish terminal compartment covers attached to the pole by a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cover to hang clear of the compartment opening when the cover is removed, and is strong enough to prevent vandals from being able to disconnect the cover from the pole. Ensure that the chain or cable will not interfere with service to the cables in the pole base.

Install grounding lugs that will accept #4 or #6 AWG wire to electrically bond messenger cables to the pole. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.



For each pole, provide a 1/2 inch minimum thread diameter, coarse thread stud and nut for grounding which will accommodate #6 AWG ground wire. Ensure that the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

Provide a removable pole cap with stainless steel attachment screws for the top of each pole. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the pole with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the pole-top opening when the cap is removed.

When required by the plans, furnish couplings 42 inches above the bottom of the base for mounting of pedestrian pushbuttons. Provide mounting points consisting of 1-1/2 inch internally threaded half-couplings that comply with the NEC and that are mounted within the poles. Ensure that couplings are essentially flush with the outside surfaces of the poles and are installed before any required galvanizing. Provide a threaded plug in each mounting point. Ensure that the surface of the plug is essentially flush with the outer end of the mounting point when installed and has a recessed hole to accommodate a standard wrench.

### **1. STRAIN POLE SHAFTS**

Provide 2 messenger cable (span wire) clamps and associated hardware for attachment of messenger cable. Ensure that diameter of the clamp is appropriate to its location on the pole and is appropriately designed to be adjustable from 1'-6" below the top, down to 6'-6" below the top of the pole. Do not attach more than one support cable to a messenger cable clamp.

Provide a minimum of three (3) 2 inch (50 mm) holes equipped with an associated coupling and weatherhead on the messenger cable load side of the pole to accommodate passage of signal cables from inside the pole. Provide galvanized threaded plugs for all unused couplings at pole entrance points. Refer to Metal Pole Standard Drawing Sheet M3 for fabrication details.

Ensure that allowable pole deflection does not exceed that allowed per 6<sup>th</sup> Edition AASHTO. Ensure maximum deflection at the top of the pole does not exceed 2.5 percent of the pole height.

### **B. Construction Methods:**

Install metal poles, hardware, and fittings as shown on the manufacturer's installation drawings. Install metal poles so that when the pole is fully loaded it is within 1 degree 40 minutes (1°40') of vertical. Install poles with the manufacturer's recommended "rake." Use threaded leveling nuts to establish rake if required.

### **3.3. DRILLED PIER FOUNDATIONS FOR METAL TRAFFIC SIGNAL POLES**

Analysis procedures and formulas shall be based on AASHTO 6<sup>th</sup> Edition, latest ACI code and the *Drilled Shafts: Construction Procedures and Design Methods* FHWA-NHI-10-016 manual. Design methods based on engineering publications or research papers needs to have prior approval from NCDOT. The Department reserves the right to accept or disapprove any method used for the analysis.

Use a Factor of Safety of 1.33 for torsion and 2.0 for bending for the foundation design.

Foundation design for lateral load shall not exceed 1" lateral deflection at top of foundation.

For lateral analysis, use LPILE Plus V6.0 or later. Inputs, results and corresponding graphs are to be submitted with the design calculations.

Skin Friction is to be calculated using the  $\alpha$ -method for cohesive soils and the  $\beta$ -method for cohesion-less soils (**Broms method will not be accepted**). Detailed descriptions of the “ $\alpha$ ” and “ $\beta$ ” methods can be found in *FHWA-NHI-10-016*.

Omit first 2.5ft for cohesive soils when calculating skin friction.

When hammer efficiency is not provided, assume a value of 0.70.

Design all custom foundations to carry the maximum capacity of each metal pole. For standard case strain poles only, if a custom foundation is designed, use the actual shear, axial and moment reactions from the Standard Foundation Selection Table shown on Standard Drawing No. M8.

When poor soil conditions are encountered which could create an excessively large foundation design, consideration may be given to allowing an exemption to the maximum capacity design. The contractor must gain approval from the engineer before reducing a foundation’s capacity. On projects where poor soil is known to be present, it is advisable that the contractor consider getting foundations approved before releasing poles for fabrication.

Have the contractor notify the engineer if the proposed foundation is to be installed on a slope other than 8H: 1V or flatter.

#### **A. Description:**

Furnish and install foundations for NCDOT metal poles with all necessary hardware in accordance with the plans and specifications.

Metal Pole Standards have been developed and implemented by NCDOT for use at signalized intersections in North Carolina. If the plans call for a standard pole, then a standard foundation may be selected from the plans. However, the Contractor is not required to use a standard foundation. If the Contractor chooses to design a non-standard site-specific foundation for a standard pole or if the plans call for a non-standard site-specific pole, design the foundation to conform to the applicable provisions in the NCDOT Metal Pole Standard Drawings and Section B7 (Non-Standard Foundation Design) below. If non-standard site specific foundations are designed for standard QPL approved strain poles, the foundation designer must use the design moment specified by load case on Metal Pole Standard Drawing Sheet M8. Failure to conform to this requirement will be grounds for rejection of the design.

If the Contractor chooses to design a non-standard foundation for a standard pole and the soil test results indicate a standard foundation is feasible for the site, the Contractor will be paid the cost of the standard foundation (drilled pier and wing wall, if applicable). Any additional costs associated with a non-standard site-specific foundation including additional materials, labor and equipment will be considered incidental to the cost of the standard foundation. All costs for the non-standard foundation design will also be considered incidental to the cost of the standard foundation.

#### **B. Soil Test and Foundation Determination:**

##### **1. General:**

Drilled piers are reinforced concrete sections, cast-in-place against in situ, undisturbed material. Drilled piers are of straight shaft type and vertical.

Some standard drilled piers for supporting poles with mast arms may require wing walls to resist torsional rotation. Based upon this provision and the results of the required soil test, a drilled pier length and wing wall requirement may be determined and constructed in accordance with the plans.

For non-standard site-specific poles, the contractor-selected pole fabricator will determine if the addition of wing walls is necessary for the supporting foundations.

## 2. Soil Test:

Perform a soil test at each proposed metal pole location. Complete all required fill placement and excavation at each signal pole location to finished grade before drilling each boring. Soil tests performed that are not in compliance with this requirement may be rejected and will not be paid. Drill one boring to a depth of 26 feet within a 25 foot radius of each proposed foundation.

Perform standard penetration tests (SPT) in accordance with ASTM D 1586 at depths of 1, 2.5, 5, 7.5, 10, 15, 20 and 26 feet. Discontinue the boring if one of the following occurs:

- A total of 100 blows have been applied in any 2 consecutive 6-in. intervals.
- A total of 50 blows have been applied with < 3-in. penetration.

Describe each intersection as the “Intersection of (Route or SR #), (Street Name) and (Route or SR #), (Street Name), \_\_\_\_\_ County, Signal Inventory No. \_\_\_\_\_”. Label borings with “B- N, S, E, W, NE, NW, SE or SW” corresponding to the quadrant location within the intersection. Pole numbers should be made available to the Drill Contractor. Include pole numbers in the boring label if they are available. If they are not available, ensure the boring labels can be cross-referenced to corresponding pole numbers. For each boring, submit a legible (hand written or typed) boring log signed and sealed by a licensed Geologist or Professional Engineer registered in North Carolina. Include on each boring the SPT blow counts and N-values at each depth, depth of the boring, hammer efficiency, depth of water table and a general description of the soil types encountered using the AASHTO Classification System.

## 3. Standard Foundation Determination:

Use the following method for determining the Design N-value:

$$N_{AVG} = \frac{(N@1' + N@2.5' + \dots + N@Deepest \text{ Boring Depth})}{\text{Total Number of N-values}}$$

$$Y = (N@1')^2 + (N@2.5')^2 + \dots + (N@Deepest \text{ Boring Depth})^2$$

$$Z = (N@1' + N@2.5' + \dots + N@Deepest \text{ Boring Depth})$$

$$N_{STD \text{ DEV}} = \left\{ \frac{(\text{Total Number of N-values} \times Y) - Z^2}{(\text{Total Number of N-values}) \times (\text{Total Number of N-values} - 1)} \right\}^{0.5}$$

**Design N-value** equals lesser of the following two conditions:

$$N_{AVG} - (N_{STD \text{ DEV}} \times 0.45)$$

Or

$$\text{Average of First Four N-Values} = \frac{(N@1' + N@2.5' + N@5' + N@7.5')}{4}$$

4

*Note: If less than 4 N-values are obtained because of criteria listed in Section 2 above, use average of N-values collected for second condition. Do not include the N-value at the deepest boring depth for above calculations if the boring is discontinued at or before the required boring depth because of criteria listed in Section 2 above. Use N-value of zero for weight of hammer or weight of rod. If N-value is greater than 50, reduce N-value to 50 for calculations.*

If standard NCDOT strain poles are shown on the plans and the Contractor chooses to use standard foundations, determine a drilled pier length, “L,” for each signal pole from the Standard Foundations Chart (sheet M 8) based on the Design N-value and the predominant soil type. For each standard pole location, submit a completed “Metal Pole Standard Foundation Selection Form” signed by the Contractor’s representative. Signature on form is for verification purposes only. Include the Design N-value calculation and resulting drilled pier length, “L,” on each form.

If non-standard site-specific poles are shown on the plans, submit completed boring logs collected in accordance with Section 2 (Soil Test) above along with pole loading diagrams from the plans to the contractor-selected pole fabricator to assist in the pole and foundation design.

If one of the following occurs, the Standard Foundations Chart shown on the plans may not be used and a non-standard foundation may be required. In such case, contact the Engineer.

- The Design N-value is less than 4.
- The drilled pier length, “L”, determined from the Standard Foundations Chart, is greater than the depth of the corresponding boring.

In the case where a standard foundation cannot be used, the Department will be responsible for the additional cost of the non-standard foundation.

Foundation designs are based on level ground around the traffic signal pole. If the slope around the edge of the drilled pier is steeper than 8:1 (H:V) or the proposed foundation will be less than 10 feet from the top of an embankment slope, the Contractor is responsible for providing slope information to the foundation designer and to the Engineer so it can be considered in the design.

The “Metal Pole Standard Foundation Selection Form” may be found at:

<http://www.ncdot.gov/doh/preconstruct/highway/geotech/formdet/misc/MetalPole.pdf>

If assistance is needed, contact the Engineer.

#### **4. Non-Standard Foundation Design:**

Design non-standard foundations based upon site-specific soil test information collected in accordance with Section 2 (Soil Test) above. 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-6.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use the computer software gINT V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide a drilled pier foundation for each pole with a length and diameter that result in a horizontal lateral movement of less than 1 inch at the top of the pier and a horizontal rotational movement of less than 1 inch at the edge of the pier. Contact the Engineer for pole loading diagrams for standard poles to be used for non-standard foundation designs. Submit any non-standard foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction.

**C. Drilled Pier Construction:**

Construct drilled pier foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

**3.4. CUSTOM DESIGN OF TRAFFIC SIGNAL SUPPORTS****A. General:**

Design traffic signal supports with foundations consisting of metal strain poles.

The lengths of the metal signal poles shown on the plans are estimated from available data for bid purposes. Determine the actual length of each pole from field measurements and adjusted cross-sections. Furnish the revised pole heights to the Engineer. Use all other dimensional requirements shown on the plans.

Ensure each pole includes an identification tag with information and location positions as defined on Metal Pole Standard Drawing Sheets M2, M3 and M4. All pole shaft tags must include the NCDOT Inventory number followed by the pole number shown on the traffic signal or ITS (non-signalized locations) plan.

Design all traffic signal support structures using the following 6<sup>th</sup> Edition AASHTO specifications:

- Design for a 50 year service life as recommended by Table 3.8.3-2.
- Use the wind pressure map developed from 3-second gust speeds, as provided in Article 3.8.
- Ensure signal support structures include natural wind gust loading and truck-induced gust loading in the fatigue design, as provided for in Articles 11.7.1.2 and 11.7.1.3, respectively. Designs need not consider periodic galloping forces.
- Assume the natural wind gust speed in North Carolina is 11.2 mph. For natural wind fatigue stress calculations, utilize a drag coefficient ( $C_d$ ) computed for 11.2 mph wind velocity and not the basic wind speed velocity.
- Design for Category II fatigue, as provided for in Article 11.6, unless otherwise specified.
- Calculate all stresses using applicable equations from Section 5. The Maximum allowable stress ratios for all signal support designs are 0.9.
- Conform to article 10.4.2 and 11.8 for all deflection requirements.

Ensure that the design permits cables to be installed inside poles and mast arms.

Unless otherwise specified by special loading criteria, the computed surface area for ice load on signal heads is:

- 3-section, 12-inch, Surface area: 26.0 ft<sup>2</sup> (17.0 ft<sup>2</sup> without back plate)
- 4-section, 12-inch, Surface area: 32.0 ft<sup>2</sup> (21.0 ft<sup>2</sup> without back plate)
- 5-section, 12-inch, Surface area: 42.0 ft<sup>2</sup> (29.0 ft<sup>2</sup> without back plate)

The ice loading for signal heads defined above includes the additional surface area that back plates will induce. Special loading criteria may be specified in instances where back plates will not be installed on signal heads. Refer to the Loading Schedule on each Metal Pole Loading Diagram for revised signal head surface areas. The pole designer should revise ice loads accordingly in this instance. Careful examination of the plans when this is specified is important as this may impact

sizing of the metal support structure and foundation design which could affect proposed bid quotes. All maximum stress ratios of 0.9 still apply.

Assume the combined minimum weight of a messenger cable bundle (including messenger cable, signal cable and detector lead-in cables) is 1.3 lbs/ft. Assume the combined minimum diameter of this cable bundle is 1.3 inches.

Ensure that designs provide a removable pole cap with stainless steel attachment screws for each pole top and mast arm end.

#### **B. Metal Poles:**

Submit design drawings for approval including pre-approved QPL pole drawings. Show all the necessary details and calculations for the metal poles including the foundation and connections. Include NCDOT inventory number on design drawings. Include as part of the design calculations the ASTM specification numbers for the materials to be used. Provide the types and sizes of welds on the design drawings. Include a Bill of Materials on design drawings. Ensure design drawings and calculations are signed, dated, and sealed by the responsible professional engineer licensed in the state of North Carolina. Immediately bring to the attention of the Engineer any structural deficiency that becomes apparent in any assembly or member of any assembly as a result of the design requirements imposed by these specifications, the plans, or the typical drawings. Said Professional Engineer is wholly responsible for the design of all poles and arms. Review and acceptance of these designs by the Department does not relieve the said Professional Engineer of his responsibility. **Do not fabricate the assemblies until receipt of the Department's approval of the design drawings.**

Where ice is present, assume wind loads as shown in Figure 3.9.4.2-3 of the 6<sup>th</sup> Edition AASHTO Specification for Group III loading.

For each strain pole, provide two messenger cable clamps and associated hardware to attach the messenger support cable. Ensure that the diameter of the clamps is appropriately designed to be adjustable from 1'-6" inches below the top, down to 6'-6" below the top of the pole. Do not attach more than one messenger support cable to a messenger cable clamp.

Provide a grounding lug(s) in the approximate vicinity of the messenger cable clamp for bonding and grounding messenger cable. Lugs must accept #4 or #6 AWG wire to bond messenger cables to the pole in order to provide an effective ground fault circuit path. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

Design tapers for all pole shafts that begin at the base with diameters that decrease uniformly at the rate of 0.14 inch per foot of length.

Design a base plate on each pole. The minimum base plate thickness for all poles is determined by the following criteria:

Case 1 Circular or rectangular solid base plate with the upright pole welded to the top surface of base plate with full penetration butt weld, and where no stiffeners are provided. A base plate with a small center hole, which is less than 1/3 of the upright diameter, and located concentrically with the upright pole, may be considered as a solid base plate.

The magnitude of bending moment in the base plate, induced by the anchoring force of each anchor bolt is  $M = (P \times D_1) / 2$ , where

M = bending moment at the critical section of the base plate induced by one anchor bolt

$P$  = anchoring force of each anchor bolt

$D_1$  = horizontal distance between the anchor bolt center and the outer face of the upright, or the difference between the bolt circle radius and the outside radius of the upright

Locate the critical section at the face of the anchor bolt and perpendicular to the bolt circle radius. The overlapped part of two adjacent critical sections is considered ineffective.

Case 2 Circular or rectangular base plate with the upright pole socketed into and attached to the base plate with two lines of fillet weld, and where no stiffeners are provided, or any base plate with a center hole that is larger in diameter than 1/3 of the upright diameter.

The magnitude of bending moment induced by the anchoring force of each anchor bolt is  $M = P \times D_2$ ,

where  $P$  = anchoring force of each anchor bolt

$D_2$  = horizontal distance between the face of the upright and the face of the anchor bolt nut

Locate the critical section at the face of the anchor bolt top nut and perpendicular to the radius of the bolt circle. The overlapped part of two adjacent critical sections is considered ineffective.

If the base plate thickness calculated for Case 2 is less than Case 1, use the thickness calculated for Case 1.

The following additional owner requirements apply concerning pole base plates.

- Ensure that whichever case governs as defined above, the anchor bolt diameter is set to match the base plate thickness. If the minimum diameter required for the anchor bolt exceeds the thickness required for the base plate, set the base plate thickness equal to the required bolt diameter.
- For dual mast arm supports, or for single mast arm supports 50' or greater, use a minimum 8 bolt orientation with 2" diameter anchor bolts, and a 2" thick base plate.
- For all metal poles with mast arms, use a full penetration groove weld with a backing ring to connect the pole upright component to the base. Refer to Metal Pole Standard Drawing Sheet M4.

Ensure that designs have anchor bolt holes with a diameter 1/4 inch larger than the anchor bolt diameters in the base plate.

Ensure that the anchor bolts have the required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

Provide designs with a 6 x 12-inch hand hole with a reinforcing frame for each pole.

Provide designs with a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains provisions for a 12-terminal barrier type terminal block.

For each pole, provide designs with provisions for a 1/2 inch minimum thread diameter, coarse thread stud and nut for grounding which will accommodate a #6 AWG ground wire. Ensure the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

When required, design couplings on the pole for mounting pedestrian pushbuttons at a height of 42 inches above the bottom of the base. Provide mounting points consisting of 1-1/2 inch internally

threaded half-couplings that comply with the NEC that are mounted within the poles. Ensure the couplings are essentially flush with the outside surfaces of the poles and are installed before any required galvanizing. Provide a threaded plug for each half coupling. Ensure that the surface of the plug is essentially flush with the outer end of the mounting point when installed and has a recessed hole to accommodate a standard wrench.

### 3.5. POLE NUMBERING SYSTEM

Attach an identification tag to each pole shaft and mast arm section as shown on Metal Pole Standard Drawing Sheet M2 "Typical Fabrication Details Common To All Metal Poles".

### 3.6. MEASUREMENT AND PAYMENT

Actual number of metal strain signal poles (without regard to height or load capacity) furnished, installed and accepted.

Actual number of soil tests with SPT borings drilled furnished and accepted.

Actual volume of concrete poured in cubic yards of drilled pier foundation furnished, installed and accepted.

No measurement will be made for foundation designs prepared with metal pole designs, as these will be considered incidental to designing signal support structures.

#### Payment will be made under:

Metal Strain Signal Pole .....	Each
Soil Test .....	Each
Drilled Pier Foundation.....	Cubic Yard

## 4. CONTROLLERS WITH CABINETS

### 4.1. MATERIALS – TYPE 2070L CONTROLLERS

Conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated August 16, 2002, plus Errata 1 dated October 27, 2003 and Errata 2 dated June 08, 2004) except as required herein.

Furnish Model 2070L controllers. Ensure that removal of the CPU module from the controller will place the intersection into flash.

The Department will provide software at the beginning of the burning-in period. Contractor shall give 5 working days notice before needing software. Program software provided by the Department.

Provide model 2070L controllers with the latest version of OS9 operating software and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070 1B, CPU Module, Single Board
- MODEL 2070-2A, Field I/O Module (FI/O)
  - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is "off")
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP



- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

Furnish one additional MODEL 2070-7A, Async Serial Com Module (9-pin RS-232) for all master controller locations.

For each master location and central control center, furnish a U.S. Robotics V.92 or approved equivalent auto-dial/auto-answer external modem to accomplish the interface to the Department-furnished microcomputers. Include all necessary hardware to ensure telecommunications.

#### 4.2. MATERIALS – GENERAL CABINETS

Provide a moisture resistant coating on all circuit boards.

Provide one 20 mm diameter radial lead UL-recognized metal oxide varistor (MOV) between each load switch field terminal and equipment ground. Electrical performance is outlined below.

PROPERTIES OF MOV SURGE PROTECTOR	
Maximum Continuous Applied Voltage at 185° F	150 VAC (RMS) 200 VDC
Maximum Peak 8x20µs Current at 185° F	6500 A
Maximum Energy Rating at 185° F	80 J
Voltage Range 1 mA DC Test at 77° F	212-268 V
Max. Clamping Voltage 8x20µs, 100A at 77° F	395 V
Typical Capacitance (1 MHz) at 77° F	1600 pF

Provide a power line surge protector that is a two-stage device that will allow connection of the radio frequency interference filter between the stages of the device. Ensure that a maximum continuous current is at least 10A at 120V. Ensure that the device can withstand a minimum of 20 peak surge current occurrences at 20,000A for an 8x20 microsecond waveform. Provide a maximum clamp voltage of 395V at 20,000A with a nominal series inductance of 200µh. Ensure that the voltage does not exceed 395V. Provide devices that comply with the following:

Frequency (Hz)	Minimum Insertion Loss (dB)
60	0
10,000	30
50,000	55
100,000	50
500,000	50
2,000,000	60
5,000,000	40
10,000,000	20
20,000,000	25

### 4.3. MATERIALS – TYPE 170E CABINETS

#### A. Type 170 E Cabinets General:

Conform to the city of Los Angeles' Specification No. 54-053-08, *Traffic Signal Cabinet Assembly Specification* (dated July 2008), except as required herein.

Furnish model 332 base mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. When overlaps are required, provide auxiliary output files for the overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details.

Provide model 200 load switches, model 222 loop detector sensors, model 252 AC isolators, and model 242 DC isolators according to the electrical details. As a minimum, provide one (1) model 2018 conflict monitor, one (1) model 206L power supply unit, two (2) model 204 flashers, one (1) DC isolator (located in slot I14), and four (4) model 430 flash transfer relays (provide seven (7) model 430 flash transfer relays if auxiliary output file is installed) with each cabinet.

#### B. Type 170 E Cabinet Electrical Requirements:

Provide a cabinet assembly designed to ensure that upon leaving any cabinet switch or conflict monitor initiated flashing operation, the controller starts up in the programmed start up phases and start up interval.

Furnish two sets of non-fading cabinet wiring diagrams and schematics in a paper envelope or container and placed in the cabinet drawer.

All AC+ power is subject to radio frequency signal suppression.

Provide surge suppression in the cabinet for each type of cabinet device. Provide surge protection for the full capacity of the cabinet input file. Provide surge suppression devices that operate properly over a temperature range of -40° F to +185° F. Ensure the surge suppression devices provide both common and differential modes of protection.

Provide a pluggable power line surge protector that is installed on the back of the PDA (power distribution assembly) chassis to filter and absorb power line noise and switching transients. Ensure

the device incorporates LEDs for failure indication and provides a dry relay contact closure for the purpose of remote sensing. Ensure the device meets the following specifications:

- Peak Surge Current (Single pulse, 8x20μs).....20,000A
- Occurrences (8x20μs waveform).....10 minimum @ 20,000A
- Maximum Clamp Voltage.....395VAC
- Operating Current.....15 amps
- Response Time.....< 5 nanoseconds

Provide a loop surge suppressor for each set of loop terminals in the cabinet. Ensure the device meets the following specifications:

- Peak Surge Current (6 times, 8x20μs)
  - (Differential Mode).....400A
  - (Common Mode).....1,000A
- Occurrences (8x20μs waveform).....500 min @ 200A
- Maximum Clamp Voltage
  - (Differential Mode @400A).....35V
  - (Common Mode @1,000A).....35V
- Response Time.....< 5 nanoseconds
- Maximum Capacitance.....35 pF

Provide a data communications surge suppressor for each communications line entering or leaving the cabinet. Ensure the device meets the following specifications:

- Peak Surge Current (Single pulse, 8x20μs).....10,000A
- Occurrences (8x20μs waveform).....100 min @ 2,000A
- Maximum Clamp Voltage.....Rated for equipment protected
- Response Time.....< 1 nanosecond
- Maximum Capacitance.....1,500 pF
- Maximum Series Resistance.....15Ω

Provide a DC signal surge suppressor for each DC input channel in the cabinet. Ensure the device meets the following specifications:

- Peak Surge Current (Single pulse, 8x20μs).....10,000A
- Occurrences (8x20μs waveform).....100 @ 2,000A
- Maximum Clamp Voltage.....30V
- Response Time.....< 1 nanosecond

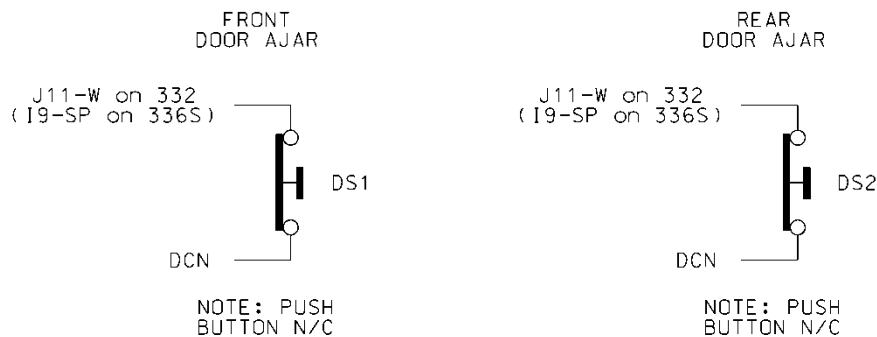
Provide a 120 VAC signal surge suppressor for each AC+ interconnect signal input. Ensure the device meets the following specifications:

- Peak Surge Current (Single pulse, 8x20 $\mu$ s).....20,000A
- Maximum Clamp Voltage.....350VAC
- Response Time.....< 200 nanoseconds
- Discharge Voltage.....<200 Volts @ 1,000A
- Insulation Resistance..... $\geq$ 100 M $\Omega$

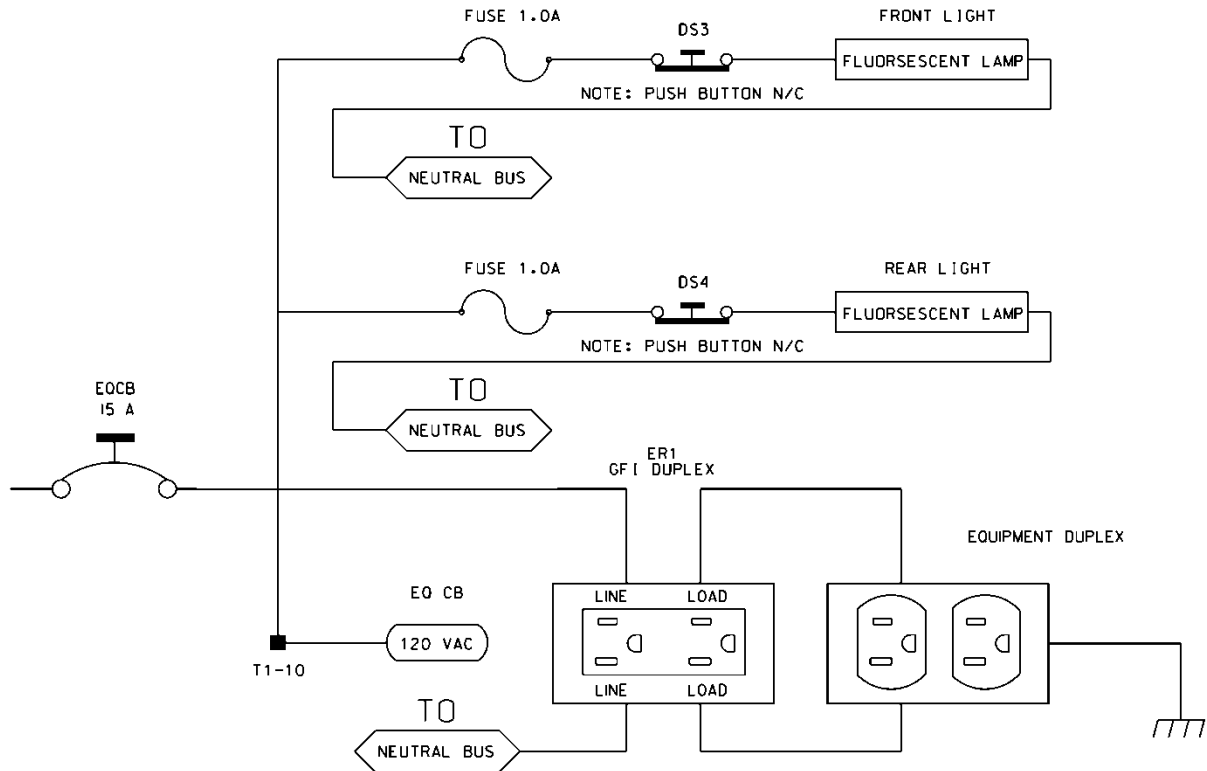
Provide conductors for surge protection wiring that are of sufficient size (ampacity) to withstand maximum overcurrents which could occur before protective device thresholds are attained and current flow is interrupted.

If additional surge protected power outlets are needed to accommodate fiber transceivers, modems, etc., install a UL listed, industrial, heavy-duty type power outlet strip with a minimum rating of 15 A / 125 VAC, 60 Hz. Provide a strip that has a minimum of 3 grounded outlets. Ensure the power outlet strip plugs into one of the controller unit receptacles located on the rear of the PDA. Ensure power outlet strip is mounted securely; provide strain relief if necessary.

Provide a door switch in the front and a door switch in the rear of the cabinet that will provide the controller unit with a Door Ajar alarm when either the front or the rear door is open. Ensure the door switches apply DC ground to the Input File when either the front door or the rear door is open.



Furnish a fluorescent fixture in the rear across the top of the cabinet and another fluorescent fixture in the front across the top of the cabinet at a minimum. Ensure that the fixtures provide sufficient light to illuminate all terminals, labels, switches, and devices in the cabinet. Conveniently locate the fixtures so as not to interfere with a technician's ability to perform work on any devices or terminals in the cabinet. Provide a protective diffuser to cover exposed bulbs. Install 16 watt T-4 lamps in the fluorescent fixtures. Provide a door switch to provide power to each fixture when the respective door is open. Wire the fluorescent fixtures to the 15 amp ECB (equipment circuit breaker).



Furnish a police panel with a police panel door. Ensure that the police panel door permits access to the police panel when the main door is closed. Ensure that no rainwater can enter the cabinet even with the police panel door open. Provide a police panel door hinged on the right side as viewed from the front. Provide a police panel door lock that is keyed to a standard police/fire call box key. In addition to the requirements of LA Specification No. 54-053-08, provide the police panel with a toggle switch connected to switch the intersection operation between normal stop-and-go operation (AUTO) and manual operation (MANUAL). Ensure that manual control can be implemented using inputs and software such that the controller provides full programmed clearance times for the yellow clearance and red clearance for each phase while under manual control.

Provide a 1/4-inch locking phone jack in the police panel for a hand control to manually control the intersection. Provide sufficient room in the police panel for storage of a hand control and cord.

For model 332 base mounted cabinets, ensure terminals J14-E and J14-K are wired together on the rear of the Input File. Connect TB9-12 (J14 Common) on the Input Panel to T1-2 (AC-) on the rear of the PDA.

Provide detector test switches mounted at the top of the cabinet rack or other convenient location which may be used to place a call on each of eight phases based on the chart below. Provide three positions for each switch: On (place call), Off (normal detector operation), and Momentary On (place momentary call and return to normal detector operation after switch is released). Ensure that the switches are located such that the technician can read the controller display and observe the intersection.

Connect detector test switches for cabinets as follows:

332 Cabinet	
Detector Call Switches	Terminals
Phase 1	I1-W
Phase 2	I4-W
Phase 3	I5-W
Phase 4	I8-W
Phase 5	J1-W
Phase 6	J4-W
Phase 7	J5-W
Phase 8	J8-W

Provide the PCB 28/56 connector for the conflict monitor unit (CMU) with 28 independent contacts per side, dual-sided with 0.156 inch contact centers. Provide the PCB 28/56 connector contacts with solder eyelet terminations. Ensure all connections to the PCB 28/56 connector are soldered to the solder eyelet terminations.

Ensure that all cabinets have the CMU connector wired according to the 332 cabinet connector pin assignments (include all wires for auxiliary output file connection). Wire pins 13, 16, R, and U of the CMU connector to a separate 4 pin plug, P1, as shown below. Provide a second plug, P2, which will mate with P1 and is wired to the auxiliary output file as shown below. Provide an additional plug, P3, which will mate with P1 and is wired to the pedestrian yellow circuits as shown below. When no auxiliary output file is installed in the cabinet, provide wires for the green and yellow inputs for channels 11, 12, 17, and 18, the red inputs for channels 17 and 18, and the wires for the P2 plug. Terminate the two-foot wires with ring type lugs, insulated, and bundled for optional use.

PIN	P1		P2		P3	
	FUNCTION	CONN TO	FUNCTION	CONN TO	FUNCTION	CONN TO
1	CH-9G	CMU-13	OLA-GRN	A123	2P-YEL	114
2	CH-9Y	CMU-16	OLA-YEL	A122	4P-YEL	105
3	CH-10G	CMU-R	OLB-GRN	A126	6P-YEL	120
4	CH-10Y	CMU-U	OLB-YEL	A125	8P-YEL	111

Do not provide the P20 terminal assembly (red monitor board) or red interface ribbon cable as specified in LA Specification No. 54-053-08.

Provide a P20 connector that mates with and is compatible with the red interface connector mounted on the front of the conflict monitor. Ensure that the P20 connector and the red interface connector on the conflict monitor are center polarized to ensure proper connection. Ensure that

removal of the P20 connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Wire the P20 connector to the output file and auxiliary output file using 22 AWG stranded wires. Ensure the length of these wires is a minimum of 42 inches in length. Provide a durable braided sleeve around the wires to organize and protect the wires.

Wire the P20 connector to the traffic signal red displays to provide inputs to the conflict monitor as shown below. Ensure the pedestrian Don't Walk circuits are wired to channels 13 through 16 of the P20 connector. When no auxiliary output file is installed in the cabinet, provide wires for channels 9 through 12 reds. Provide a wire for special function 1. Terminate the unused wires with ring type lugs, insulated, and bundled for optional use.

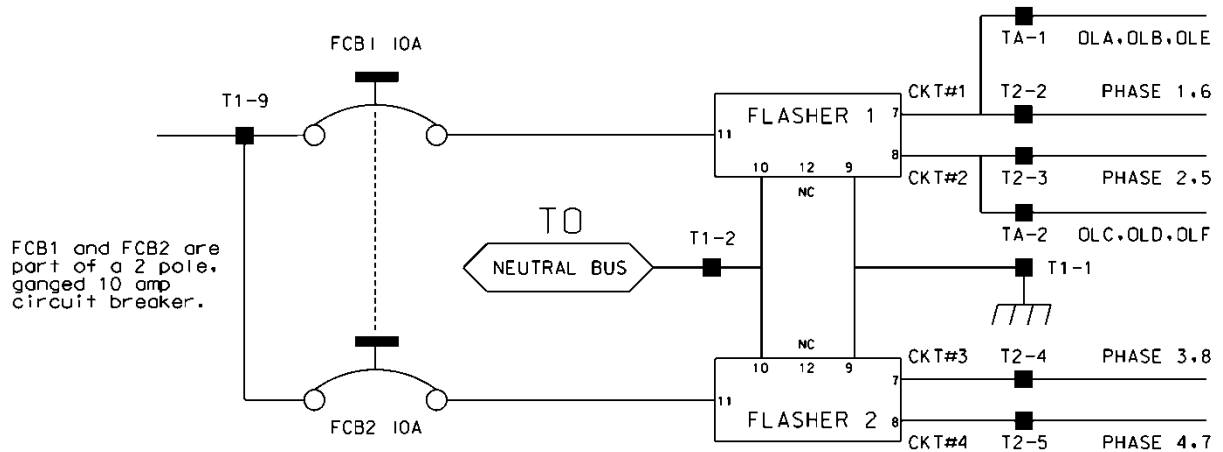
P20 Connector					
PIN	FUNCTION	CONN TO	PIN	FUNCTION	CONN TO
1	Channel 15 Red	119	2	Channel 16 Red	110
3	Channel 14 Red	104	4	Chassis GND	01-9
5	Channel 13 Red	113	6	N/C	
7	Channel 12 Red	AUX 101	8	Spec Function 1	
9	Channel 10 Red	AUX 124	10	Channel 11 Red	AUX 114
11	Channel 9 Red	AUX 121	12	Channel 8 Red	107
13	Channel 7 Red	122	14	Channel 6 Red	134
15	Channel 5 Red	131	16	Channel 4 Red	101
17	Channel 3 Red	116	18	Channel 2 Red	128
19	Channel 1 Red	125	20	Red Enable	01-14

Ensure the controller unit outputs to the auxiliary output file are pre-wired to the C5 connector. When no auxiliary output file is installed in the cabinet, connect the C5 connector to a storage socket located on the Input Panel or on the rear of the PDA.

Do not wire pin 12 of the load switch sockets.

In addition to the requirements of LA Specification No. 54-053-08, ensure relay K1 on the Power Distribution Assembly (PDA) is a four pole relay and K2 on the PDA is a two pole relay.

Provide a two pole, ganged circuit breaker for the flash bus circuit. Ensure the flash bus circuit breaker is an inverse time circuit breaker rated for 10 amps at 120 VAC with a minimum of 10,000 RMS symmetrical amperes short circuit current rating. Do not provide the auxiliary switch feature on the flash bus circuit breaker. Ensure the ganged flash bus circuit breaker is certified by the circuit breaker manufacturer to provide gang tripping operation.



Ensure auxiliary output files are wired as follows:

AUXILIARY OUTPUT FILE	
TERMINAL BLOCK TA ASSIGNMENTS	
POSITION	FUNCTION
1	Flasher Unit #1, Circuit 1/FTR1 (OLA, OLB)/FTR3 (OLE)
2	Flasher Unit #1, Circuit 2/FTR2 (OLC, OLD)/FTR3 (OLF)
3	Flash Transfer Relay Coils
4	AC -
5	Power Circuit 5
6	Power Circuit 5
7	Equipment Ground Bus
8	NC

Provide four spare load resistors mounted in each cabinet. Ensure each load resistor is rated as shown in the table below. Wire one side of each load resistor to AC-. Connect the other side of each resistor to a separate terminal on a four (4) position terminal block. Mount the load resistors and terminal block either inside the back of Output File No. 1 or on the upper area of the Service Panel.

ACCEPTABLE LOAD RESISTOR VALUES	
VALUE (ohms)	WATTAGE
1.5K – 1.9 K	25W (min)
2.0K – 3.0K	10W (min)



Provide Model 200 load switches, Model 204 flashers, Model 242 DC isolators, Model 252 AC isolators, and Model 206L power supply units that conform to CALTRANS' *"Transportation Electrical Equipment Specifications"* dated March 12, 2009 with Erratum 1.

**C. Type 170 E Cabinet Physical Requirements:**

Do not mold, cast, or scribe the name "City of Los Angeles" on the outside of the cabinet door as specified in LA Specification No. 54-053-08. Do not provide a Communications Terminal Panel as specified in LA Specification No. 54-053-08. Do not provide terminal block TBB on the Service Panel. Do not provide Cabinet Verification Test Program software or associated test jigs as specified in LA Specification No. 54-053-08.

Furnish unpainted, natural, aluminum cabinet shells. Ensure that all non-aluminum hardware on the cabinet is stainless steel or a Department approved non-corrosive alternate.

Ensure the lifting eyes, gasket channels, police panel, and all supports welded to the enclosure and doors are fabricated from 0.125 inch minimum thickness aluminum sheet and meet the same standards as the cabinet and doors.

Provide front and rear doors with latching handles that allow padlocking in the closed position. Furnish 0.75 inch minimum diameter stainless steel handles with a minimum 0.5 inch shank. Place the padlocking attachment at 4.0 inches from the handle shank center to clear the lock and key. Provide an additional 4.0 inches minimum gripping length.

Provide Corbin #2 locks on the front and rear doors. Provide one (1) Corbin #2 and one (1) police master key with each cabinet. Ensure main door locks allow removal of keys in the locked position only.

Provide a surge protection panel with 16 loop surge protection devices and designed to allow sufficient free space for wire connection/disconnection and surge protection device replacement. For model 332 cabinets, provide an additional 20 loop surge protection devices. Provide an additional two AC+ interconnect surge devices to protect one slot and eight DC surge protection devices to protect four slots. Provide no protection devices on slot I14.

For base mounted cabinets, mount surge protection panels on the left side of the cabinet as viewed from the rear. Attach each panel to the cabinet rack assembly using bolts and make it easily removable. Mount the surge protection devices in vertical rows on each panel and connect the devices to one side of 12 position, double row terminal blocks with #8 screws. For each surge protection panel, terminate all grounds from the surge protection devices on a copper equipment ground bus attached to the surge protection panel. Wire the terminals to the rear of a standard input file using spade lugs for input file protection.

Provide permanent labels that indicate the slot and the pins connected to each terminal that may be viewed from the rear cabinet door. Label and orient terminals so that each pair of inputs is next to each other. Indicate on the labeling the input file (I or J), the slot number (1-14) and the terminal pins of the input slots (either D & E for upper or J & K for lower).

Provide a minimum 14 x 16 inch pull out, hinged top shelf located immediately below controller mounting section of the cabinet. Ensure the shelf is designed to fully expose the table surface outside the controller at a height approximately even with the bottom of the controller. Ensure the shelf has a storage bin interior which is a minimum of 1 inch deep and approximately the same dimensions as the shelf. Provide an access to the storage area by lifting the hinged top of the shelf. Fabricate the shelf and slide from aluminum or stainless steel and ensure the assembly can support the 2070L

controller plus 15 pounds of additional weight. Ensure shelf has a locking mechanism to secure it in the fully extended position and does not inhibit the removal of the 2070L controller or removal of cards inside the controller when fully extended. Provide a locking mechanism that is easily released when the shelf is to be returned to its non-use position directly under the controller.

#### **D. Model 2018 Enhanced Conflict Monitor:**

Furnish Model 2018 Enhanced Conflict Monitors that provide monitoring of 18 channels. Ensure each channel consists of a green, yellow, and red field signal input. Ensure that the conflict monitor meets or exceeds CALTRANS' Transportation Electrical Equipment Specifications dated March 12, 2009, with Erratum 1 (hereafter referred to as CALTRANS' 2009 TEES) for a model 210 monitor unit and other requirements stated in this specification.

Ensure the conflict monitor is provided with an 18 channel conflict programming card. Pin EE and Pin T of the conflict programming card shall be connected together. Pin 16 of the conflict programming card shall be floating. Ensure that the absence of the conflict programming card will cause the conflict monitor to trigger (enter into fault mode), and remain in the triggered state until the programming card is properly inserted and the conflict monitor is reset.

Provide a conflict monitor that incorporates LED indicators into the front panel to dynamically display the status of the monitor under normal conditions and to provide a comprehensive review of field inputs with monitor status under fault conditions. Ensure that the monitor indicates the channels that were active during a conflict condition and the channels that experienced a failure for all other per channel fault conditions detected. Ensure that these indications and the status of each channel are retained until the Conflict Monitor is reset. Furnish LED indicators for the following:

- AC Power (Green LED indicator)
- VDC Failed (Red LED indicator)
- WDT Error (Red LED indicator)
- Conflict (Red LED indicator)
- Red Fail (Red LED indicator)
- Dual Indication (Red LED indicator)
- Yellow/Clearance Failure (Red LED indicator)
- PCA/PC Ajar (Red LED indicator)
- Monitor Fail/Diagnostic Failure (Red LED indicator)
- 54 Channel Status Indicators (1 Red, 1 Yellow, and 1 Green LED indicator for each of the 18 channels)

Provide a switch to set the Red Fail fault timing. Ensure that when the switch is in the ON position the Red Fail fault timing value is set to 1350 +/- 150 ms (2018 mode). Ensure that when the switch is in the OFF position the Red Fail fault timing value is set to 850 +/- 150 ms (210 mode).

Provide a switch to set the Watchdog fault timing. Ensure that when the switch is in the ON position the Watchdog fault timing value is set to 1.0 +/- 0.1 s (2018 mode). Ensure that when the switch is in the OFF position the Watchdog fault timing value is set to 1.5 +/- 0.1 s (210 mode).

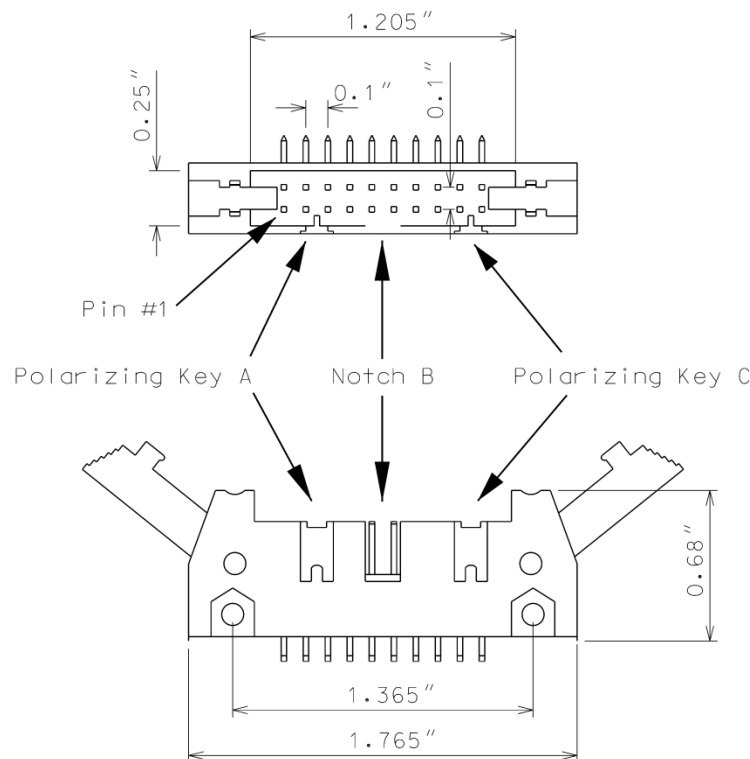
Provide a jumper or switch to set the AC line brown-out levels. Ensure that when the jumper is present or the switch is in the ON position the AC line dropout voltage threshold is 98 +/- 2 Vrms, the AC line restore voltage threshold is 103 +/- 2 Vrms, and the AC line brown-out timing value is

set to 400 +/- 50ms (2018 mode). Ensure that when the jumper is not present or the switch is in the OFF position the AC line dropout voltage threshold is 92 +/- 2 Vrms, the AC line restore voltage threshold is 98 +/- 2 Vrms, and the AC line brown-out timing value is set to 80 +/- 17 ms (210 mode).

Provide a jumper or switch that will enable and disable the Watchdog Latch function. Ensure that when the jumper is not present or the switch is in the OFF position the Watchdog Latch function is disabled. In this mode of operation, a Watchdog fault will be reset following a power loss, brownout, or power interruption. Ensure that when the jumper is present or the switch is in the ON position the Watchdog Latch function is enabled. In this mode of operation, a Watchdog fault will be retained until a Reset command is issued.

Provide a jumper that will reverse the active polarity for pin #EE (output relay common). Ensure that when the jumper is not present pin #EE (output relay common) will be considered 'Active' at a voltage greater than 70 Vrms and 'Not Active' at a voltage less than 50 Vrms (Caltrans mode). Ensure that when the jumper is present pin #EE (output relay common) will be considered 'Active' at a voltage less than 50 Vrms and 'Not Active' at a voltage greater than 70 Vrms (Failsafe mode).

In addition to the connectors required by CALTRANS' 2009 TEES, provide the conflict monitor with a red interface connector mounted on the front of the monitor. Ensure the connector is a 20 pin, right angle, center polarized, male connector with latching clip locks and polarizing keys. Ensure the right angle solder tails are designed for a 0.062" thick printed circuit board. Keying of the connector shall be between pins 3 and 5, and between 17 and 19. Ensure the connector has two rows of pins with the odd numbered pins on one row and the even pins on the other row. Ensure the connector pin row spacing is 0.10" and pitch is 0.10". Ensure the mating length of the connector pins is 0.24". Ensure the pins are finished with gold plating 30μ" thick.



Ensure the red interface connector pins on the monitor have the following functions:

Pin #	Function	Pin #	Function
1	Channel 15 Red	2	Channel 16 Red
3	Channel 14 Red	4	Chassis Ground
5	Channel 13 Red	6	Special Function 2
7	Channel 12 Red	8	Special Function 1
9	Channel 10 Red	10	Channel 11 Red
11	Channel 9 Red	12	Channel 8 Red
13	Channel 7 Red	14	Channel 6 Red
15	Channel 5 Red	16	Channel 4 Red
17	Channel 3 Red	18	Channel 2 Red
19	Channel 1 Red	20	Red Enable

Ensure that removal of the P20 cable connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Provide Special Function 1 and Special Function 2 inputs to the unit which shall disable only Red Fail Monitoring when either input is sensed active. A Special Function input shall be sensed active when the input voltage exceeds 70 Vrms with a minimum duration of 550 ms. A Special Function input shall be sensed not active when the input voltage is less than 50 Vrms or the duration is less than 250 ms. A Special Function input is undefined by these specifications and may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms or the duration is between 250 ms and 550 ms.

Ensure the conflict monitor recognizes field signal inputs for each channel that meet the following requirements:

- consider a Red input greater than 70 Vrms and with a duration of at least 500 ms as an “on” condition;
- consider a Red input less than 50 Vrms or with a duration of less than 200 ms as an “off” condition (no valid signal);
- consider a Red input between 50 Vrms and 70 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications;
- consider a Green or Yellow input greater than 25 Vrms and with a duration of at least 500 ms as an “on” condition;
- consider a Green or Yellow input less than 15 Vrms or with a duration of less than 200 ms as an “off” condition; and
- consider a Green or Yellow input between 15 Vrms and 25 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications.

Provide a conflict monitor that recognizes the faults specified by CALTRANS' 2009 TEES and the following additional faults. Ensure the conflict monitor will trigger upon detection of a fault and will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input for the following failures:

1. **Red Monitoring or Absence of Any Indication (Red Failure):** A condition in which no "on" voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070 controller, ensure monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less than 700 ms when used with a 170 controller and 1200 ms when used with a 2070 controller, ensure conflict monitor will not trigger. Red fail monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. Have red monitoring occur when all of the following input conditions are in effect:
  - a) Red Enable input to monitor is active (Red Enable voltages are "on" at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 and 70 Vrms), and
  - b) Neither Special Function 1 nor Special Function 2 inputs are active.
  - c) Pin #EE (output relay common) is not active
2. **Short/Missing Yellow Indication Fault (Clearance Error):** Yellow indication following a green is missing or shorter than 2.7 seconds (with  $\pm 0.1$ -second accuracy). If a channel fails to detect an "on" signal at the Yellow input for a minimum of 2.7 seconds ( $\pm 0.1$  second) following the detection of an "on" signal at a Green input for that channel, ensure that the monitor triggers and generates a clearance/short yellow error fault indication. Short/missing yellow (clearance) monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. This fault shall not occur when the channel is programmed for Yellow Inhibit, when the Red Enable signal is inactive or pin #EE (output relay common) is active.
3. **Dual Indications on the Same Channel:** In this condition, more than one indication (R,Y,G) is detected as "on" at the same time on the same channel. If dual indications are detected for a period greater than 500 ms, ensure that the conflict monitor triggers and displays the proper failure indication (Dual Ind fault). If this condition is detected for less than 200 ms, ensure that the monitor does not trigger. G-Y-R dual indication monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. G-Y dual indication monitoring shall be enabled for all channels by use of a switch located on the conflict monitor. This fault shall not occur when the Red Enable signal is inactive or pin #EE (output relay common) is active.
4. **Configuration Settings Change:** The configuration settings are comprised of (as a minimum) the permissive diode matrix, dual indication switches, yellow disable jumpers, any option switches, any option jumpers, and the Watchdog Enable switch. Ensure the conflict monitor compares the current configuration settings with the previous stored configuration settings on power-up, on reset, and periodically during operation. If any of the configuration settings are changed, ensure that the conflict monitor triggers and causes the program card indicator to flash. Ensure that configuration change faults are only reset by depressing and

holding the front panel reset button for a minimum of three seconds. Ensure the external remote reset input does not reset configuration change faults.

Ensure the conflict monitor will trigger and the AC Power indicator will flash at a rate of  $2 \text{ Hz} \pm 20\%$  with a 50% duty cycle when the AC Line voltage falls below the “drop-out” level. Ensure the conflict monitor will resume normal operation when the AC Line voltage returns above the “restore” level. Ensure the AC Power indicator will remain illuminated when the AC voltage returns above the “restore” level. Should an AC Line power interruption occur while the monitor is in the fault mode, then upon restoration of AC Line power, the monitor will remain in the fault mode and the correct fault and channel indicators will be displayed.

Provide a flash interval of at least 6 seconds and at most 10 seconds in duration following a power-up, an AC Line interruption, or a brownout restore. Ensure the conflict monitor will suspend all fault monitoring functions, close the Output relay contacts, and flash the AC indicator at a rate of  $4 \text{ Hz} \pm 20\%$  with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the “restore” level. If the watchdog input has not made 5 transitions between the True and False state within  $10 \pm 0.5$  seconds, the monitor shall enter a WDT error fault condition.

Ensure the conflict monitor will monitor an intersection with a minimum of four approaches using the four-section Flashing Yellow Arrow (FYA) vehicle traffic signal as outlined by the NCHRP 3-54 research project for protected-permissive left turn signal displays. Ensure the conflict monitor will operate in the FYA mode and FYAc (Compact) mode as specified below to monitor each channel pair for the following fault conditions: Conflict, Flash Rate Detection, Red Fail, Dual Indication, and Clearance. Provide a switch to select between the FYA mode and FYAc mode. Provide a switch to select each FYA phase movement for monitoring.

#### FYA mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 9 Red	Channel 10 Red	Channel 11 Red	Channel 12 Red
Yellow Arrow	Channel 9 Yellow	Channel 10 Yellow	Channel 11 Yellow	Channel 12 Yellow
Flashing Yellow Arrow	Channel 9 Green	Channel 10 Green	Channel 11 Green	Channel 12 Green
Green Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green

## FYAc mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 1 Red	Channel 3 Red	Channel 5 Red	Channel 7 Red
Yellow Arrow	Channel 1 Yellow	Channel 3 Yellow	Channel 5 Yellow	Channel 7 Yellow
Flashing Yellow Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green
Green Arrow	Channel 9 Green	Channel 9 Yellow	Channel 10 Green	Channel 10 Yellow

If a FYA channel pair is enabled for FYA operation, the conflict monitor will monitor the FYA logical channel pair for the additional following conditions:

1. **Conflict:** Channel conflicts are detected based on the permissive programming jumpers on the program card. This operation remains unchanged from normal operation except for the solid Yellow arrow (FYA clearance) signal.
2. **Yellow Change Interval Conflict:** During the Yellow change interval of the Permissive Turn channel (flashing Yellow arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active. These conflicting channels shall be determined by the program card compatibility programming of the Permissive Turn channel (flashing Yellow arrow). During the Yellow change interval of the Protected Turn channel (solid Green arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active as determined by the program card compatibility programming of the Protected Turn channel (solid Green arrow).
3. **Flash Rate Detection:** The conflict monitor unit shall monitor for the absence of a valid flash rate for the Permissive turn channel (flashing Yellow arrow). If the Permissive turn channel (flashing Yellow arrow) is active for a period greater than 1600 milliseconds, ensure the conflict monitor triggers and puts the intersection into flash. If the Permissive turn channel (flashing Yellow arrow) is active for a period less than 1400 milliseconds, ensure the conflict monitor does not trigger. Ensure the conflict monitor will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input. Provide a jumper or switch that will enable and disable the Flash Rate Detection function. Ensure that when the jumper is not present or the switch is in the OFF position the Flash Rate Detection function is enabled. Ensure that when the jumper is present or the switch is in the ON position the Flash Rate Detection function is disabled.
4. **Red Monitoring or Absence of Any Indication (Red Failure):** The conflict monitor unit shall detect a red failure if there is an absence of voltage on all four of the inputs of a FYA channel pair (RA, YA, FYA, GA).

5. **Dual Indications on the Same Channel:** The conflict monitor unit shall detect a dual indication if two or more inputs of a FYA channel pair (RA, YA, FYA, GA) are “on” at the same time.
6. **Short/Missing Yellow Indication Fault (Clearance Error):** The conflict monitor unit shall monitor the solid Yellow arrow for a clearance fault when terminating both the Protected Turn channel (solid Green arrow) interval and the Permissive Turn channel (flashing Yellow arrow) interval.

Ensure that the conflict monitor will log at least nine of the most recent events detected by the monitor in non-volatile EEPROM memory (or equivalent). For each event, record at a minimum the time, date, type of event, status of each field signal indication with RMS voltage, and specific channels involved with the event. Ensure the conflict monitor will log the following events: monitor reset, configuration, previous fault, and AC line. Furnish the signal sequence log that shows all channel states (Greens, Yellows, and Reds) and the Red Enable State for a minimum of 2 seconds prior to the current fault trigger point. Ensure the display resolution of the inputs for the signal sequence log is not greater than 50 ms.

For conflict monitors used within an Ethernet communications system, provide a conflict monitor with an Ethernet 10/100 Mbps, RJ-45 port for data communication access to the monitor by a local notebook computer and remotely via a workstation or notebook computer device connected to the signal system local area network. The Ethernet port shall be electrically isolated from the conflict monitor's electronics and shall provide a minimum of 1500 Vrms isolation. Integrate monitor with Ethernet network in cabinet. Provide software to retrieve the time and date from a network server in order to synchronize the on-board times between the conflict monitor and the controller. Furnish and install the following Windows based, graphic user interface software on workstations and notebook computers where the signal system client software is installed: 1) software to view and retrieve all event log information, 2) software that will search and display a list of conflict monitor IP addresses and IDs on the network, and 3) software to change the conflict monitor's network parameters such as IP address and subnet mask.

For non-Ethernet connected monitors, provide a RS-232C/D compliant port (DB-9 female connector) on the front panel of the conflict monitor in order to provide communications from the conflict monitor to the 170/2070 controller or to a Department-furnished laptop computer. Electrically isolate the port interface electronics from all monitor electronics, excluding Chassis Ground. Ensure that the controller can receive all event log information through a controller Asynchronous Communications Interface Adapter (Type 170E) or Async Serial Comm Module (2070). Furnish and connect a serial cable from the conflict monitor's DB-9 connector to Comm Port 1 of the 2070 controller. Ensure conflict monitor communicates with the controller. Provide a Windows based graphic user interface software to communicate directly through the same monitor RS-232C/D compliant port to retrieve and view all event log information to a Department-furnished laptop computer. The RS-232C/D compliant port on the monitor shall allow the monitor to function as a DCE device with pin connections as follows:



Conflict Monitor RS-232C/D (DB-9 Female) Pinout		
Pin Number	Function	I/O
1	DCD	O
2	TX Data	O
3	RX Data	I
4	DTR	I
5	Ground	-
6	DSR	O
7	CTS	I
8	RTS	O
9	NC	-

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**MONITOR BOARD EDGE CONNECTOR**


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<b>Pin #</b>	<b>Function (Back Side)</b>	<b>Pin #</b>	<b>Function (Component Side)</b>
1	Channel 2 Green	A	Channel 2 Yellow
2	Channel 13 Green	B	Channel 6 Green
3	Channel 6 Yellow	C	Channel 15 Green
4	Channel 4 Green	D	Channel 4 Yellow
5	Channel 14 Green	E	Channel 8 Green
6	Channel 8 Yellow	F	Channel 16 Green
7	Channel 5 Green	H	Channel 5 Yellow
8	Channel 13 Yellow	J	Channel 1 Green
9	Channel 1 Yellow	K	Channel 15 Yellow
10	Channel 7 Green	L	Channel 7 Yellow
11	Channel 14 Yellow	M	Channel 3 Green
12	Channel 3 Yellow	N	Channel 16 Yellow
13	Channel 9 Green	P	Channel 17 Yellow
14	Channel 17 Green	R	Channel 10 Green
15	Channel 11 Yellow	S	Channel 11 Green
16	Channel 9 Yellow	T	Channel 18 Yellow
17	Channel 18 Green	U	Channel 10 Yellow
--		--	
18	Channel 12 Yellow	V	Channel 12 Green
19	Channel 17 Red	W	Channel 18 Red
20	Chassis Ground	X	Not Assigned
21	AC-	Y	DC Common
22	Watchdog Timer	Z	External Test Reset
23	+24VDC	AA	+24VDC
24	Tied to Pin 25	BB	Stop Time (Output)
25	Tied to Pin 24	CC	Not Assigned
26	Not Assigned	DD	Not Assigned
27	Relay Output, Side #3, N.O.	EE	Relay Output, Side #2, Common
28	Relay Output, Side #1, N.C.	FF	AC+

-- Slotted for keying between Pins 17/U and 18/V

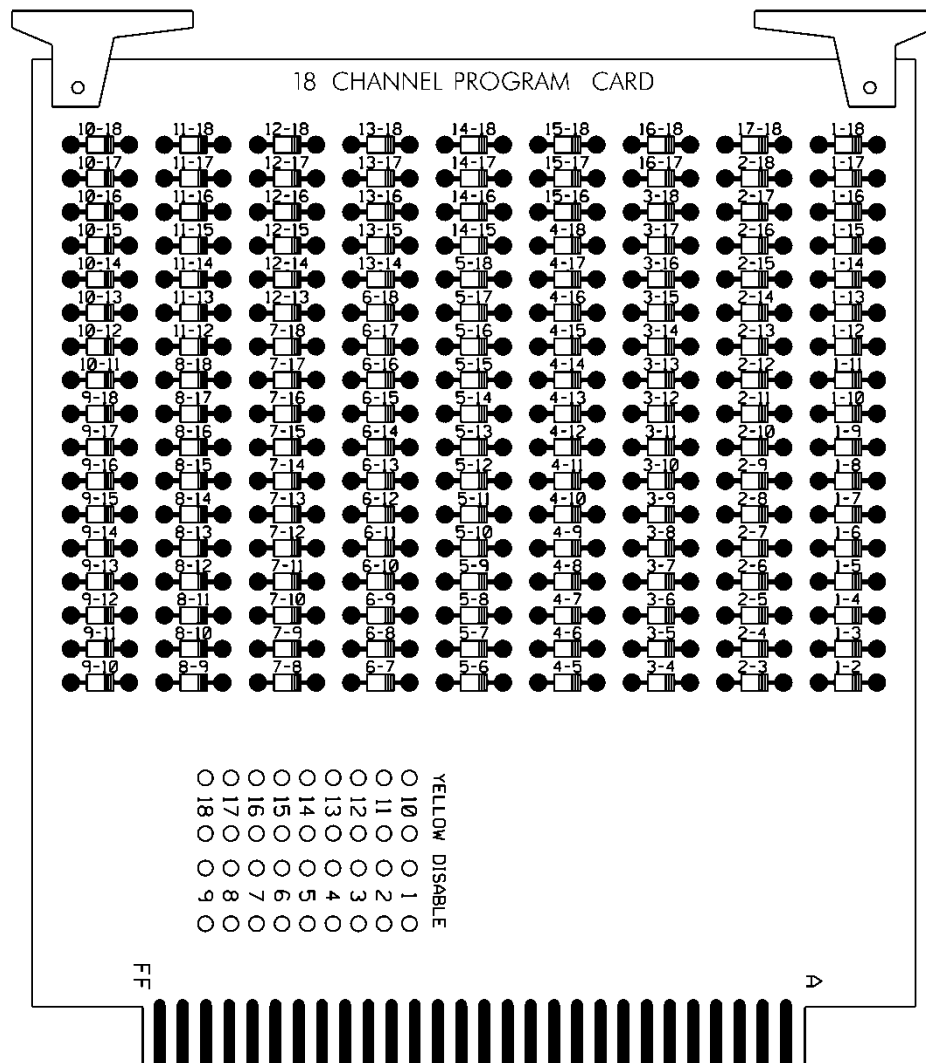
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**CONFLICT PROGRAM CARD PIN ASSIGNMENTS**


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<b>Pin #</b>	<b>Function (Back Side)</b>	<b>Pin #</b>	<b>Function (Component Side)</b>
1	Channel 2 Green	A	Channel 1 Green
2	Channel 3 Green	B	Channel 2 Green
3	Channel 4 Green	C	Channel 3 Green
4	Channel 5 Green	D	Channel 4 Green
5	Channel 6 Green	E	Channel 5 Green
6	Channel 7 Green	F	Channel 6 Green
7	Channel 8 Green	H	Channel 7 Green
8	Channel 9 Green	J	Channel 8 Green
9	Channel 10 Green	K	Channel 9 Green
10	Channel 11 Green	L	Channel 10 Green
11	Channel 12 Green	M	Channel 11 Green
12	Channel 13 Green	N	Channel 12 Green
13	Channel 14 Green	P	Channel 13 Green
14	Channel 15 Green	R	Channel 14 Green
15	Channel 16 Green	S	Channel 15 Green
16	N/C	T	PC AJAR
17	Channel 1 Yellow	U	Channel 9 Yellow
18	Channel 2 Yellow	V	Channel 10 Yellow
19	Channel 3 Yellow	W	Channel 11 Yellow
20	Channel 4 Yellow	X	Channel 12 Yellow
21	Channel 5 Yellow	Y	Channel 13 Yellow
22	Channel 6 Yellow	Z	Channel 14 Yellow
23	Channel 7 Yellow	AA	Channel 15 Yellow
24	Channel 8 Yellow	BB	Channel 16 Yellow
--		--	
25	Channel 17 Green	CC	Channel 17 Yellow
26	Channel 18 Green	DD	Channel 18 Yellow
27	Channel 16 Green	EE	PC AJAR (Program Card)
28	Yellow Inhibit Common	FF	Channel 17 Green

-- Slotted for keying between Pins 24/BB and 25/CC



#### 4.4. MATERIALS – TYPE 170 DETECTOR SENSOR UNITS

Furnish detector sensor units that comply with Chapter 5 Section 1, “General Requirements,” and Chapter 5 Section 2, “Model 222 & 224 Loop Detector Sensor Unit Requirements,” of the CALTRANS “Transportation Electrical Equipment Specifications” dated March 12, 2009 with Erratum 1.

#### 4.5. MATERIALS – TYPE 2070E CONTROLLERS

Furnish model 2070E controller units that conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated March 12, 2009, plus Errata 1 dated January 21, 2010 and Errata 2 dated December 5, 2014) except as required herein.

The Department will provide software at the beginning of the burning-in period. Contractor shall give 5 working days notice before needing software. Program software provided by the Department.

Provide model 2070E controllers with OS-9 release 1.3.1 or later with kernel edition #380 or later operating software and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070-1E, CPU Module, Single Board, with 8Mb Datakey (blue in color)
- MODEL 2070-2E+, Field I/O Module (FI/O)
  - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is “off”)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

#### **4.6. MATERIALS – TYPE 2070LX CONTROLLERS**

Furnish model 2070LX controller units that conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated March 12, 2009, plus Errata 1 dated January 21, 2010 and Errata 2 dated December 5, 2014) except as required herein.

The Department will provide software at the beginning of the burning-in period. Contractor shall give 5 working days notice before needing software. Program software provided by the Department.

Provide model 2070LX controllers with Linux kernel 2.6.18 or higher and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070-1C, CPU Module, Single Board, with 8Mb Datakey (blue in color)
- MODEL 2070-2E+, Field I/O Module (FI/O)
  - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is “off”)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP

Provide a Board Support Package (BSP) to the state and to any specified applications software manufacturer when requested by the state to facilitate the porting of application software.

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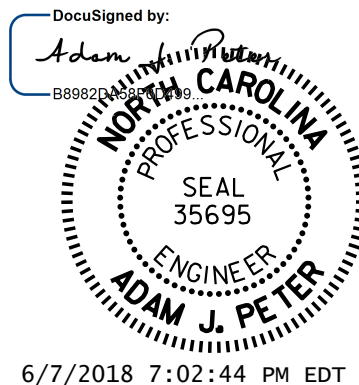
**Alamance County**

## **Project Special Provisions**

### **Structure**

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## ST-2

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### **TEMPORARY BENTS**

**(9-30-11)**

When girder erection requires the use of temporary bents, design, construct, maintain and afterwards remove the temporary bents in accordance with the Standard Specifications and this Special Provision. For the purpose of this Special Provision, the term “temporary bents” includes girder erection temporary bents, vertical shoring and proprietary shoring systems.

Temporary bents for structures over railroads shall maintain a minimum horizontal clearance of 25’ from center of track.

Design temporary bents in accordance with the 1995 AASHTO Guide Design Specification for Bridge Temporary Works (including the 2008 Interim Revisions) and the Project Special Provision entitled “Falsework and Formwork”. The design calculations and detailed drawings of the structural components shall be signed and sealed by a North Carolina Registered Professional Engineer.

Submit design calculations and detailed drawings of temporary bents to the Engineer for review and approval. The detailed drawings shall show the position of the temporary bents in relationship to the existing travel way, the location of the temporary bents with respect to the ends of the girders, the top of support elevations for setting girders in the cambered position, and a girder erection procedure. For stream crossings, determine the bent stability assuming a scour depth equal to 250% of the pile diameter or width below the existing bed elevation. The Engineer may require a more detailed analysis of scour depth for temporary bents containing more than a single row of piles.

Include all material specifications for new and used materials in the detail drawings. In addition, show the location of the used materials indicating condition of the material, the location and geometry of existing but unused holes, attachments left over from previous use and any other irregularities in the material. Account for the condition of all used materials in the design calculations.

For all manufactured components, provide engineering data supplied by the manufacturer. For proprietary shoring systems, evaluate differential leg loading.

Provide access to all new and used materials for inspection prior to assembly.

Before the temporary bent is loaded, the contractor shall inspect the bent in the presence of the Engineer, and submit a written statement certifying that the erected bent complies with the approved detailed drawings. Any condition or material that does not comply with the accepted drawings, or any other condition deemed unsatisfactory by the Engineer, is cause for rejection until corrections are made.

Remove temporary bents in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight. During removal do not disturb or otherwise damage the finished work.

Unless otherwise specified, temporary bents will not be directly measured. Payment will be full compensation at the contract unit prices for the various pay items requiring temporary bents.

# ST-3

**Project U3109B**

**Alamance County**

## **STEEL REINFORCED ELASTOMERIC BEARINGS**

**(6-22-16)**

The 2018 Standard Specifications shall be revised as follows:

In **Section 1079-2(A) – Elastomeric Bearings** add the following after the second paragraph:

Internal holding pins are required for all shim plates when the contract plans indicate the structure contains the necessary corrosion protection for a corrosive site.

Repair laminated (reinforced) bearing pads utilizing external holding pins via vulcanization. Submit product data for repair material and a detailed application procedure to the Materials and Tests Unit for approval before use and annually thereafter.



# ST-4

**Project U3109B**

**Alamance County**

## **FALSEWORK AND FORMWORK**

**(4-5-12)**

### **1.0 DESCRIPTION**

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

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

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

### **2.0 MATERIALS**

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

### **3.0 DESIGN REQUIREMENTS**

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

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

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

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints. Submit the number of copies as called for by the contract.

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

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

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

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

Overhang width is measured from the centerline of the girder to the edge of the deck slab.

For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

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

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

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

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type

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and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

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

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

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

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Design falsework and formwork requiring submittals in accordance with the 1995 AASHTO *Guide Design Specifications for Bridge Temporary Works* except as noted herein.

## 1. Wind Loads

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

**Table 2.2 - Wind Pressure Values**

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

## 2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

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

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## B. Review and Approval

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

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

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

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

## 4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

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

## A. Maintenance and Inspection

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

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

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## B. Foundations

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

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

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

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

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

## **5.0 REMOVAL**

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

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

## **6.0 METHOD OF MEASUREMENT**

Unless otherwise specified, temporary works will not be directly measured.

## **7.0 BASIS OF PAYMENT**

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

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**Alamance County**

## **SUBMITTAL OF WORKING DRAWINGS**

**(6-28-17)**

### **1.0 GENERAL**

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

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

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

### **2.0 ADDRESSES AND CONTACTS**

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

#### Via US mail:

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

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

#### Via other delivery service:

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

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

Submittals may also be made via email.

Send submittals to:

[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov) (James Bolden)

Send an additional e-copy of the submittal to the following address:



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[eomile@ncdot.gov](mailto:eomile@ncdot.gov) (Emmanuel Omile)

[mrorie@ncdot.gov](mailto:mrorie@ncdot.gov) (Madonna Rorie)

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

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

Via US mail:

Mr. Chris Kreider, P. E.  
Eastern Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
1570 Mail Service Center  
Raleigh, NC 27699-1570

Via other delivery service:

Mr. Chris Kreider, P. E.  
Eastern Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
3301 Jones Sausage Road, Suite 100  
Garner, NC 27529

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

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

Via US mail or other delivery service:

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

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

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit's website, via the "Drawing Submittal Status" link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit's website, via the "Geotechnical Construction Submittals" link.

# ST-13

**Project U3109B**

**Alamance County**

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

**Primary Structures Contact:**

James Bolden (919) 707 – 6408  
(919) 250 – 4082 facsimile  
[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov)

**Secondary Structures Contacts**

Emmanuel Omile (919) 707 – 6451  
Madonna Rorie (919) 707 – 6508

**Eastern Regional Geotechnical Contact (Divisions 1-7):**

Chris Kreider (919) 662 – 4710  
[ckreider@ncdot.gov](mailto:ckreider@ncdot.gov)

**Western Regional Geotechnical Contact (Divisions 8-14):**

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

## **3.0 SUBMITTAL COPIES**

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit.

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

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

# ST-14

Project U3109B

Alamance County

## STRUCTURE SUBMITTALS

Submittal	Copies Required by Structures Management Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal <sup>1</sup>
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework <sup>7</sup>	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals <sup>6</sup>	9	0	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms <sup>2</sup> (substructure)	8	0	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station _____”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3

# ST-15

## Project U3109B

## Alamance County

Metalwork for Elastomeric Bearings <sup>4,5</sup>	7	0	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	7	0	Article 1072-8
Disc Bearings <sup>4</sup>	8	0	“Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Precast Concrete Box Culverts	2, then 1 reproducible	0	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) <sup>3</sup>	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	5	0	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans <sup>5</sup>	7	0	Article 1072-8 & “Sound Barrier Wall”
Structural Steel <sup>4</sup>	2, then 7	0	Article 1072-8

# ST-16

**Project U3109B**

**Alamance County**

Temporary Detour Structures	10	2	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____”
TFE Expansion Bearings <sup>4</sup>	8	0	Article 1072-8

## FOOTNOTES

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

# ST-17

Project U3109B

Alamance County

## GEOTECHNICAL SUBMITTALS

Submittal	Copies Required by Geotechnical Engineering Unit	Copies Required by Structures Management Unit	Contract Reference Requiring Submittal <sup>1</sup>
Drilled Pier Construction Plans <sup>2</sup>	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports <sup>2</sup>	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms <sup>2,3</sup>	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports <sup>2</sup>	1	0	Subarticle 450-3(F)(3)
Retaining Walls <sup>4</sup>	1 drawings, 1 calculations	2 drawings	Applicable Provisions
Temporary Shoring <sup>4</sup>	1 drawings, 1 calculations	2 drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

### FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
2. Submit one hard copy of submittal to the Engineer. Submit a second copy of submittal electronically (PDF via email), US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
3. The Pile Driving Equipment Data Form is available from:  
[https://connect.ncdot.gov/resources/Geological/Pages/Geotech\\_Forms\\_Details.aspx](https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx)  
See second page of form for submittal instructions.
4. Electronic copy of submittal is required. See referenced provision.

# ST-18

Project U3109B

Alamance County

## **CRANE SAFETY** (8-15-05)

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

Submit all items listed below to the Engineer prior to beginning crane operations involving critical lifts. A critical lift is defined as any lift that exceeds 75 percent of the manufacturer's crane chart capacity for the radius at which the load will be lifted or requires the use of more than one crane. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

### **CRANE SAFETY SUBMITTAL LIST**

- A. **Competent Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. **Certifications:** By July 1, 2006, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

# ST-19

**Project U3109B**

**Alamance County**

## **GROUT FOR STRUCTURES**

**(12-1-17)**

### **1.0 DESCRIPTION**

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

### **2.0 MATERIAL REQUIREMENTS**

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

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

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

### **3.0 SAMPLING AND PLACEMENT**

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

### **4.0 BASIS OF PAYMENT**

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



**PROJECT SPECIAL PROVISION**

(10-18-95) (Rev. 3-21-17)

Z-1

**PERMITS**

The Contractor's attention is directed to the following permits, which have been issued to the Department of Transportation by the authority granting the permit.

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

The Contractor shall comply with all applicable permit conditions during construction of this project. Those conditions marked by \* are the responsibility of the Department and the Contractor has no responsibility in accomplishing those conditions.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *2018 Standard Specifications* and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

**Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the restricted waters, wetlands or buffer zones, provided that activities outside those areas is done in such a manner as to not affect the restricted waters, wetlands or buffer zones.**

DocuSigned by:  
*Contract Standards and Development*  
68A7405FFA5F48E...



**P-2**

**DEPARTMENT OF THE ARMY  
WILMINGTON DISTRICT, CORPS OF ENGINEERS  
69 DARLINGTON AVENUE  
WILMINGTON, NORTH CAROLINA 28403-1343**

May 30, 2018

Regulatory Division/1200A

Action ID No. SAW-2002-20667

Mr. Philip S. Harris III, P.E., C.P.M.  
Natural Environment Section Head  
North Carolina Department of Transportation  
Division of Highways  
1598 Mail Service Center  
Raleigh, North Carolina 27699-1598

Dear Mr. Harris:

Reference the Department of the Army (DA) permit dated June 27, 2017, to Mr. Philip S. Harris, of the North Carolina Department of Transportation (NCDOT) for impacts associated with the widening and new location project identified as U-3109A&B. The 4.8 mile project includes widening NC 119 to six-lanes from the I-40/I-85 interchange north to the existing 3rd Street Extension, improvements to a portion of SR 1997 (Corrigidor Road), including realignment to the east of its existing location and connecting it to SR 1973 (Tate Avenue) near the Mebane Wastewater Treatment Plant (WWTP), and tying-in SR 1970 (Roosevelt Street) into the proposed Corrigidor Road realignment just north of the City of Mebane Maintenance Yard. The project also constructs NC 119 on new location as a four-lane, median-divided facility from the existing 3rd Street Extension north until tying into existing NC 119 just south of Mrs. White Lane. The project area contains McAdams Creek and 12 unnamed tributaries (UTs), Mill Creek and 4 UTs, UT to Mill Creek (Forest Lake), 5 UTs to Back Creek (Graham-Mebane Reservoir), 3 impoundments (ponds), and several adjacent wetland areas in the Cape Fear River Basin (8-Digit Cataloging Unit 03030003).

Total impacts authorized by the permit include: 1) the permanent discharge of dredged or fill material into 6,232 linear feet of stream channel (6,065 linear feet of permanent loss and 167 linear feet of bank stabilization), 0.89 acre of riparian wetlands (0.78 acre of permanent fill, 0.02 acre of excavation, and 0.09 acre of mechanized clearing), and 0.32 acre of open water, and 2) the temporary discharge of dredged or fill material into 461 linear feet of stream channel. Compensatory mitigation was implemented for the unavoidable impacts by debits from the NCDOT South Buffalo Creek Mitigation Site (I-2402, U-2525A, and I-2201F/E) as well as payment into the North Carolina Division of Mitigation Services. However, NCDOT did not provide mitigation for U-3109B at that time. Per Special Condition 2 of the DA permit, Construction may commence on U-3109B only after: 1) final design has been completed; 2) the

permittee has minimized impacts to waters and wetlands to the maximum extent practicable; and 3) any modifications to the plans and a compensatory mitigation plan have been approved by the U.S. Army Corps of Engineers, Wilmington District (Corps).

Also reference your permit modification request letter and attachments received via email dated May 4, 2018, additional dewatering information received via email dated May 15, 2018, as well as your revised information received via two emails, both dated May 21, 2018 (herein referred to as the "Modification Request Letters"), proposing the following:

- 1) Modification to U-3109A Permit Sites 18, 19, and 20:
  - a. Site 18: Culvert alignment change resulting in no changes to previously authorized impact amounts;
  - b. Site 19: Proposed change of Y-10 roadway design from a shoulder section to curb and gutter. Since the curb and gutter typical section is wider than a shoulder typical section, the skew of the culvert was reduced to make it shorter. Although stream impacts stayed the same, proposed wetland impacts increased by 0.01 acre due to taking the impacts out to the edge of the easement;
  - c. Site 20: Culvert alignment change resulting in reduction of previously authorized mechanized clearing in wetlands impacts by less than 0.01 acre;
- 2) Release of U-3109B for construction per Special Condition 2 of the DA permit dated June 27, 2017;
- 3) Authorization of permanent discharge of fill material into 647 linear feet of stream channel related to:
  - a. Placing 562 linear feet of stream channel in culverts, and;
  - b. Adding rip rap bank stabilization to 85 linear feet of stream channel;
- 4) Authorization of permanent discharge of fill material into 0.27 acre of wetlands related to:
  - a. Filling 0.23 acre of wetlands due to fill slopes;
  - b. Excavating 0.01 acre of wetlands due to grading;
  - c. Mechanized clearing in 0.03 acre of wetlands due to installation of erosion control features.
- 5) Authorization of temporary discharge of fill material in 90 linear feet of stream channel related to temporary construction access and dewatering for culvert installation.

Following evaluation of the information submitted in your modification request, the U.S. Army Corps of Engineers, Wilmington District (Corps) has determined that it is appropriate and reasonable, is not contrary to the public interest, and no public notice is required for this

modification. Furthermore, the requirements of Special Condition 2 of the DA permit dated June 27, 2017 have been completed as follows:

- All appropriate and practicable avoidance and minimization measures have been approved, as discussed during the 4B and 4C Merger Meetings for U-3109B, held October 19, 2017 and February 16, 2018, respectively, and documented in the Modification Request Letters;
- A permit modification request for U-3109B including final plan design and compensatory mitigation plan was completed per submittal of the Modification Request Letters, and approved by the District Commander via this document.

Therefore, the permit is modified to include changes to U-3109A Sites 18-20, and to release U-3109B for construction, including the requested modified stream and wetland impacts. For U-3109A Permit Sites 18-20, this work must be constructed as shown on the U-3109A Permit Drawing Sheets 31-36 and 40-43, submitted via email on May 4, 2018, as well as the dewatering phasing plan for the revised culvert at Site 18, titled “2@10'X8' CONSTRUCTION SEQUENCE STA. 19+77 -Y10- McADAMS CREEK”, submitted via email on May 15, 2018. For all U-3109B Permit Sites, this work must be constructed as shown on the Wetland and Surface Water Impacts Permit drawings for U-3109B (Permit Drawing Sheets 1-22) submitted via email on May 21, 2018.

In addition, the following special conditions regarding additional compensatory mitigation are hereby incorporated into the permit:

x) In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization.

xx) In order to compensate for wetland impacts associated with U-3109A Permit Site 19, mitigation shall be provided from the NCDOT South Buffalo Creek Mitigation Site (I-2402, U-2525A, and I-2201F/E). The NCDOT will debit 0.01 acre of Riparian Wetland Restoration credits from the site. NCDOT will provide a copy of the ledger to the Corps of Engineers, Raleigh Regulatory Field Office, prior to initiation of permitted wetland impacts.

All other conditions of the permit, including the permit expiration date of December 31, 2022, remain in effect as written. The U-3109A&B project now totals 1) the permanent discharge of dredged or fill material into 5,573 linear feet of stream channel (5,321 linear feet of permanent loss and 252 linear feet of bank stabilization), 0.66 acre of riparian wetlands (0.51 acre of permanent fill, 0.03 acre of excavation, and 0.12 acre of mechanized clearing), and 0.32 acre of open water, and 2) the temporary discharge of dredged or fill material into 551 linear feet

of stream channel. Should you have questions, please contact Mr. David E. Bailey, Raleigh Regulatory Field Office at telephone (919) 554-4884, Extension 30, or at [David.E.Bailey2@usace.army.mil](mailto:David.E.Bailey2@usace.army.mil).

FOR THE DISTRICT ENGINEER

MATTHEWS.MONTE.K.1284867633

Digitally signed by  
MATTHEWS.MONTE.K.1284867633  
DN: c=US, o=U.S. Government,  
ou=DoD, ou=PKI, ou=USA,  
cn=MATTHEWS.MONTE.K.1284867633  
Date: 2018.05.30 12:56:55 -04'00'

Robert J. Clark  
Colonel, U.S. Army  
District Commander

Copies Furnished (w/enclosure):

Ms. April Norton  
Transportation Permitting Unit  
Division of Water Resources  
North Carolina Department of  
Environmental Quality  
1617 Mail Service Center  
Raleigh, North Carolina 27699-1617

Ms. Carla Dagnino  
North Carolina Department of Transportation  
Division of Highways  
1598 Mail Service Center  
Raleigh, North Carolina 27699-1598

Mr. Jerry Parker  
Division Environmental Supervisor, Division 7  
North Carolina Department of Transportation  
Post Office Box 14996  
Greensboro, North Carolina 27415

Copies Furnished (w/o enclosure):

U.S. Fish and Wildlife Services  
Fish and Wildlife Enhancement  
Post Office Box 33726  
Raleigh, North Carolina 28516

Ms. Amanetta Somerville  
U.S. Environmental Protection Agency  
Region 4 NEPA Program Office  
61 Forsyth Street, SW  
Atlanta, Georgia 30303

Mr. Travis Wilson  
North Carolina Wildlife Resources Commission  
1718 Hwy 56 West  
Creedmoor, North Carolina 27522





P-7

ROY COOPER  
*Governor*

MICHAEL S. REGAN  
*Secretary*

LINDA CULPEPPER  
*Interim Director*

May 24, 2018

Mr. Philip S. Harris, III, P.E., CPM  
Natural Environment Section Head  
Project Development and Environmental Analysis  
North Carolina Department of Transportation  
1598 Mail Service Center  
Raleigh, North Carolina, 27699-1598

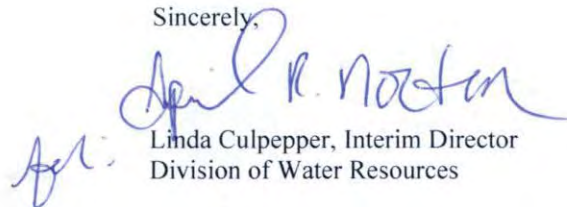
Subject: **401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with  
ADDITIONAL CONDITIONS for the proposed relocation of NC 119 from Interstate 40/85 to north  
of SR 1918 (Mrs. White Lane) in Mebane (Mebane Bypass), Alamance County; Federal Aid Project  
No. STP-119(1); TIP U-3109A&B. NCDWR Project No. 20170239 v.2**

Dear Mr. Harris:

Attached hereto is a modification of Certification No. WQ004111 issued to The North Carolina Department of Transportation (NCDOT) dated March 24, 2017.

If we can be of further assistance, do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Linda Culpepper'. To the left of the signature is a small, stylized blue mark that looks like 'L.C.' or 'LC'.

Linda Culpepper, Interim Director  
Division of Water Resources

Electronic copy only distribution:

Dave Bailey, US Army Corps of Engineers, Raleigh Field Office  
Jerry Parker, Division 7 Environmental Officer  
Carla Dagnino, NC Department of Transportation  
Gary Jordan, US Fish and Wildlife Service  
Travis Wilson, NC Wildlife Resources Commission  
Beth Harmon, Division of Mitigation Services  
April Norton, NC Division of Water Resources  
File Copy



State of North Carolina | Environmental Quality  
1617 Mail Service Center | Raleigh, North Carolina 27699-1617



ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

LINDA CULPEPPER  
Interim Director

**Modification to the 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with ADDITIONAL CONDITIONS**

**THIS CERTIFICATION** is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Resources (NCDWR) Regulations in 15 NCAC 2H .0500. This certification authorizes the NCDOT to impact 0.39 acres (Section A) and 0.37 acres (Section B) of jurisdictional wetlands; and, 5,387 linear feet (Section A) and 737 linear feet (Section B) of jurisdictional streams; and 0.32 acres of open water impacts in Alamance County. The project shall be constructed pursuant to the application dated May 4, 2018. The authorized impacts are as described below:

**Stream Impacts in the Cape Fear River Basin for U-3109A**

Site	Temporary Fill in Perennial Stream (linear ft.)	Permanent Fill in Perennial Stream (linear ft.)		Temporary Fill in Intermittent Stream (linear ft.)	Permanent Fill in Intermittent Stream (linear ft.)	Total Stream Impact (linear ft.)	Stream Impacts Requiring Mitigation (linear ft.)
		Fill	Bank Stabilization				
1	16	117	-	-	235	368	-
2	-	-	-	17	348	365	-
3	10	320	-	-	-	330	320
5	-	-	-	16	-	16	-
6	-	-	-	35	257	292	-
7	52	501	63	-	-	616	564
7a	-	-	-	20	18	38	-
8a	19	463	-	-	-	482	463
8b	21	82	-	-	-	103	-
10	25	396	-	-	-	421	396
10a	-	74	-	-	-	74	-
11	25	270	-	-	-	295	270
12b	7	105	-	-	-	112	-
12c	13	-	-	-	-	13	-
13	21	183	-	-	-	204	183
14	19	-	-	-	-	19	-
15	44	447	-	-	-	491	447
16	32	494	-	-	-	526	494
17	-	-	35	-	-	35	35*
18	45	122	69	-	-	236	191
20	24	327	-	-	-	351	327
<b>Totals</b>	<b>373</b>	<b>3,901</b>	<b>167</b>	<b>88</b>	<b>858</b>	<b>5,387</b>	<b>3,690</b>

Note: \*Stream at Site 17 is the same stream in Section B (Site 1) of which impacts (all totaled) exceed mitigation thresholds.

**Total Stream Impact for Project: 5,387 linear feet.**



State of North Carolina | Environmental Quality

1617 Mail Service Center | Raleigh, North Carolina 27699-1617



**Wetland Impacts in the Cape Fear River Basin (Riparian) U-3109A**

Site	Fill (ac)	Fill (temporary) (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Total Wetland Impact (ac)
9	<0.01	-	-	0.01	-	<0.02
12	0.08	-	-	-	-	0.08
12a	0.03	-	-	-	-	0.03
13	0.07	-	-	0.01	-	0.08
19	0.05	-	-	0.01	-	0.06
20	0.05	-	0.02	0.06	-	0.13
<b>Totals</b>	<b>0.28</b>	<b>-</b>	<b>0.02</b>	<b>0.09</b>	<b>-</b>	<b>0.39</b>

**Total Wetland Impact for Project: 0.39 acres.**

**Open Water (Ponds) Impacts in the Cape Fear River Basin for U-3109A**

Site	Permanent Fill in Open Waters (ac)	Temporary Fill in Open Waters (ac)	Total Fill in Open Waters (ac)
4	0.10	-	0.01
12	0.13	-	0.13
13	0.09	-	0.09
<b>Total</b>	<b>0.32</b>	<b>-</b>	<b>0.32</b>

**Total Open Water Impact for Project: 0.32 acres.**

**Final Stream Impacts in the Cape Fear River Basin for U-3109B**

Site	Temporary Fill in Perennial Stream (linear ft.)	Permanent Fill in Perennial Stream (linear ft.)		Permanent Fill in Intermittent Stream (linear ft.)		Temporary Fill in Intermittent Stream (linear ft.)	Total Stream Impact (linear ft.)	Stream Impacts Requiring Mitigation (linear ft.)
		Fill	Stabilization	Fill	Stabilization			
1	50	120	78	-	-	-	248	-
2	-	-	22	-	-	-	22	-
3	-	-	-	268	42	20	330	-
4-5	-	-	-	127	-	10	137	-
<b>Totals</b>	<b>50</b>	<b>120</b>	<b>100</b>	<b>395</b>	<b>42</b>	<b>30</b>	<b>737</b>	<b>-</b>

**Total Stream Impact for Project: 737 linear feet.**



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*Governor*

MICHAEL S. REGAN  
*Secretary*

LINDA CULPEPPER  
*Interim Director*

**Final Wetland Impacts in the Cape Fear River Basin (Riparian) U-3109B**

Site	Fill (ac)	Fill (temporary) (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Total Wetland Impact (ac)
4-5	<0.01	-	<0.01	<0.01	-	0.02
6	0.06	-	<0.01	0.01	-	0.08
7	0.17	-	<0.01	0.02	-	0.20
<b>Totals</b>	<b>0.23</b>	-	<b>&lt;0.01</b>	<b>0.04</b>	-	<b>0.27</b>

**Total Wetland Impact for Project: 0.27 acres.**

The application provides adequate assurance that the discharge of fill material into the waters of the Cape Fear River Basin in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your modified application dated and received May 4, 2018. All the authorized activities and conditions of certification associated with the original Water Quality Certification dated March 24, 2017 still apply except where superseded by this certification. Should your project change, you are required to notify the NCDWR and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed one acre or 300 linear feet, respectively, additional compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not limited to) Sediment and Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.





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*Interim Director*

**Condition(s) of Certification:**

1. This modification is applicable only to the additional proposed activities. All the authorized activities and conditions of certification associated with the original Water Quality Certification dated March 24, 2017 still apply except where superseded by this certification.
2. NCDOT shall design, construct, and operate and maintain four (4) hazardous spill catch basins (HSCBs) adjacent to streams that drain to the water supply critical areas (WS CA) of Forest Lake and Graham-Mebane Reservoir. The HSCBs shall be located as shown in the Table below.

**Locations of Hazardous Spill Catch Basins.**

Station	Coordinates		Surface Water
161+92-L-RT	36.1028	-79.2946	Back Creek
179+68-L-RT	36.1058	-79.2901	Back Creek
20+90-Y16RPA-LT	36.1084	-79.2838	Back Creek
32+55-Y20-LT	36.1018	-79.2932	UT to Mill Creek

3. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams, shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and downstream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by the NCDWR. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact the NCDWR for guidance on how to proceed and to determine if a permit modification will be required. [15A NCAC 02H.0506(b)(2)]
4. For sites where multiple pipes or barrels will be utilized, they shall be designed to mimic natural stream cross section as closely as possible including pipes or barrels at flood plain elevation and/or sills where appropriate. Widening the stream channel should be avoided. Stream channel widening at the inlet or outlet end of structures typically decreases water velocity causing sediment deposition that requires increased maintenance and disrupts aquatic life passage. [15A NCAC 02H.0506(b)(2)]
5. Riprap shall not be placed in the active thalweg channel or placed in the streambed in a manner that precludes aquatic life passage. Bioengineering boulders or structures should be properly designed, sized and installed. [15A NCAC 02H.0506(b)(2)]
6. For segments of streams being impacted due to site dewatering activities, the site shall be graded to its preconstruction contours and revegetated with appropriate native species. [15A NCAC 02H.0506(b)(2)]
7. The stream channel shall be excavated no deeper than the natural bed material of the stream, to the maximum extent practicable. Efforts must be made to minimize impacts to the stream banks, as well as to vegetation responsible for maintaining the stream bank stability. Any riparian impacts for access to the stream channel shall be temporary and be revegetated with native riparian species. [15A NCAC 02H.0506(b)(2)]
8. NCDOT shall comply with NPDES Permit NCS000250 issued to the NCDOT, including the applicable requirements of General Permit for Construction Activities - NCG010000. Please note the extra protections for sensitive watersheds where applicable.





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9. Erosion control measures that NCDOT employs in areas that drain to streams classified as High-Quality Waters (HQW), Water Supply (WS-II) or are listed for turbidity on the 2014 Final 303(d) List of Impaired Waters for North Carolina, shall be based on Design Standards in Sensitive Watersheds (15A NCAC 4B.0124[a]-[e]).

*Off-Site Stream Mitigation*

10. Compensatory mitigation for 3,690 linear feet (Section A) and 280 linear feet (Section B) of impact to streams is required. We understand that you have chosen to perform compensatory mitigation for impacts to streams through the North Carolina Division of Mitigation Service (DMS) (formerly NCEEP), and that the DMS has agreed to implement the mitigation for the project. The DMS has indicated in a letter dated February 16, 2017 that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with the DMS Mitigation Banking Instrument signed July 28, 2010.

*Phased Projects [15A NCAC 02H. 0506(b)]*

- \* 11. When final design plans are completed for U-3109 Section B, a modification to the 401 Water Quality Certification and shall be submitted with five copies and fees to the NC Division of Water Resources. Final designs shall reflect all appropriate avoidance, minimization, and mitigation for impacts to wetlands, streams, and other surface waters. No construction activities that impact any wetlands, streams, surface waters located in U-3109 Section B shall begin until after the permittee applies for, and receives a written modification of the 401 Water Quality Certification from the NC Division of Water Resources.

**General Conditions**

1. The Permittee shall report any violations of this certification to the Division of Water Resources within 24 hours of discovery. [15A NCAC 02B.0506(b)(2)]
2. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills. [15A NCAC 02B.0200]
3. During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S., or riparian areas. [15A NCAC 02H.0506(b)(2)]
4. The dimension, pattern and profile of the stream above and below the crossing shall not be modified. Disturbed floodplains and streams shall be restored to natural geomorphic conditions. [15A NCAC 02H.0506(b)(2)]
5. The use of rip-rap above the Normal High-Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage. [15A NCAC 02H.0506(b)(2)]
- \* 6. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
7. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of NCDOT Construction and Maintenance Activities manual such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water. [15A NCAC 02H.0506(b)(3) and (c)(3)]
8. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream. [15A NCAC 02H.0506(b)(3)]
9. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials. [15A NCAC 02H.0506(b)(3)]





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*Interim Director*

10. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification. [15A NCAC 02H.0506(b)(3)]
11. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]
12. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If the NCDWR determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, the NCDWR may reevaluate and modify this certification. [15A NCAC 02B.0200]
13. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification. [15A NCAC 02H.0506(b)(2)]
14. A copy of this Water Quality Certification shall be maintained on the construction site always. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
15. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification. [15A NCAC 02H.0501 and .0502]
16. The issuance of this certification does not exempt the Permittee from complying with all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.
- \* 17. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer (or appointee) shall complete and return the enclosed "Certification of Completion Form" to notify the NCDWR when all work included in the 401 Certification has been completed. [15A NCAC 02H.0502(f)]
18. Native riparian vegetation must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction. [15A NCAC 02H.506(B)(3)]
19. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities. [15A NCAC 02H.0506(b)(3) and (c)(3)]
20. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices to protect surface waters standards [15A NCAC 02H.0506(b)(3) and (c)(3)]:
  - a. The erosion and sediment control measures for the project must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Sediment and Erosion Control Planning and Design Manual*.





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*Interim Director*

- b. The design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal, or exceed, the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
  - c. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
  - d. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.
21. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification. [15A NCAC 02H.0506(b)(3) and (c)(3)]

Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. This Certification shall become null and void unless the above conditions are made conditions of the Federal 404 and/or Coastal Area Management Act Permit. This Certification shall expire upon the expiration of the 404 or CAMA permit.

If you wish to contest any statement in the attached Certification you must file a petition for an administrative hearing. You may obtain the petition form from the office of Administrative hearings. You must file the petition with the office of Administrative Hearings within sixty (60) days of receipt of this notice. A petition is considered filed when it is received in the office of Administrative Hearings during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official state holidays. The original and one (1) copy of the petition must be filed with the Office of Administrative Hearings.

The petition may be faxed-provided the original and one copy of the document is received by the Office of Administrative Hearings within five (5) business days following the faxed transmission. The mailing address for the Office of Administrative Hearings is:

Office of Administrative Hearings  
6714 Mail Service Center  
Raleigh, NC 27699-6714  
Telephone: (919) 431-3000, Facsimile: (919) 431-3100

A copy of the petition must also be served on DEQ as follows:

Mr. Bill F. Lane, General Counsel  
Department of Environmental Quality  
1601 Mail Service Center

This letter completes the review of the Division of Water Resources under Section 401 of the Clean Water Act. If you have any questions, please contact April Norton at (919) 707-9111 or [April.Norton@ncdenr.gov](mailto:April.Norton@ncdenr.gov).

The 24<sup>th</sup> day of May 2018  
DIVISION OF WATER RESOURCES

WQC No. WQ004111

Linda Culpepper, Interim Director



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[illegible]



PROJECT REFERENCE NO.	U-3109A	SHEET NO.	30
BY	RDW	DATE	11/11/11
DESIGNED BY	RDW	CHECKED BY	RDW
APPROVED BY	RDW	DATE	11/11/11

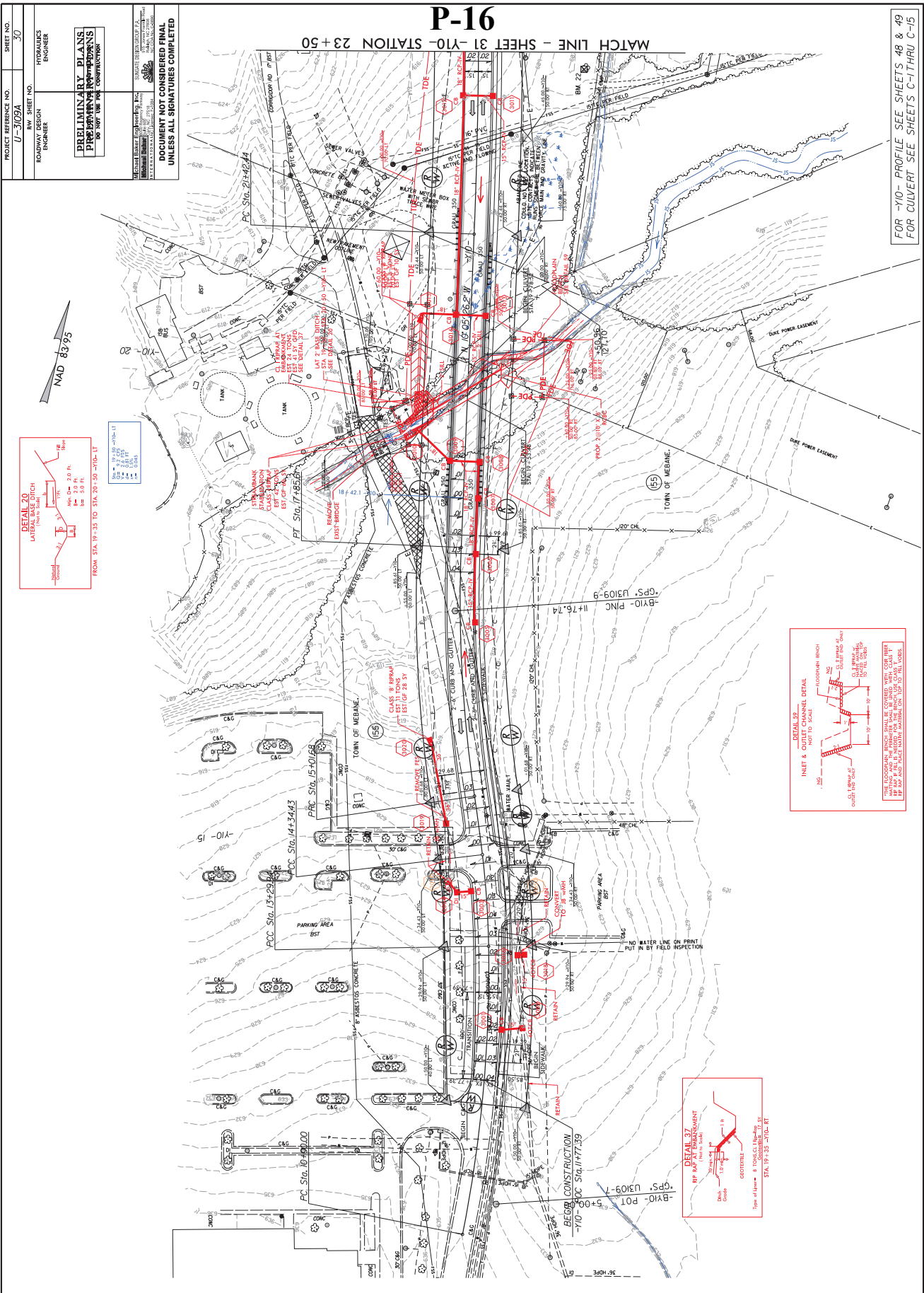
PRELIMINARY PLANS PREPARED BY RDW 11/11/11 NO SIGNATURES COMPLETED	HYDRAULICS ENGINEER RDW
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DESIGNER'S SIGNATURE RDW 11/11/11	PROJECT NO. U-3109A
---	------------------------

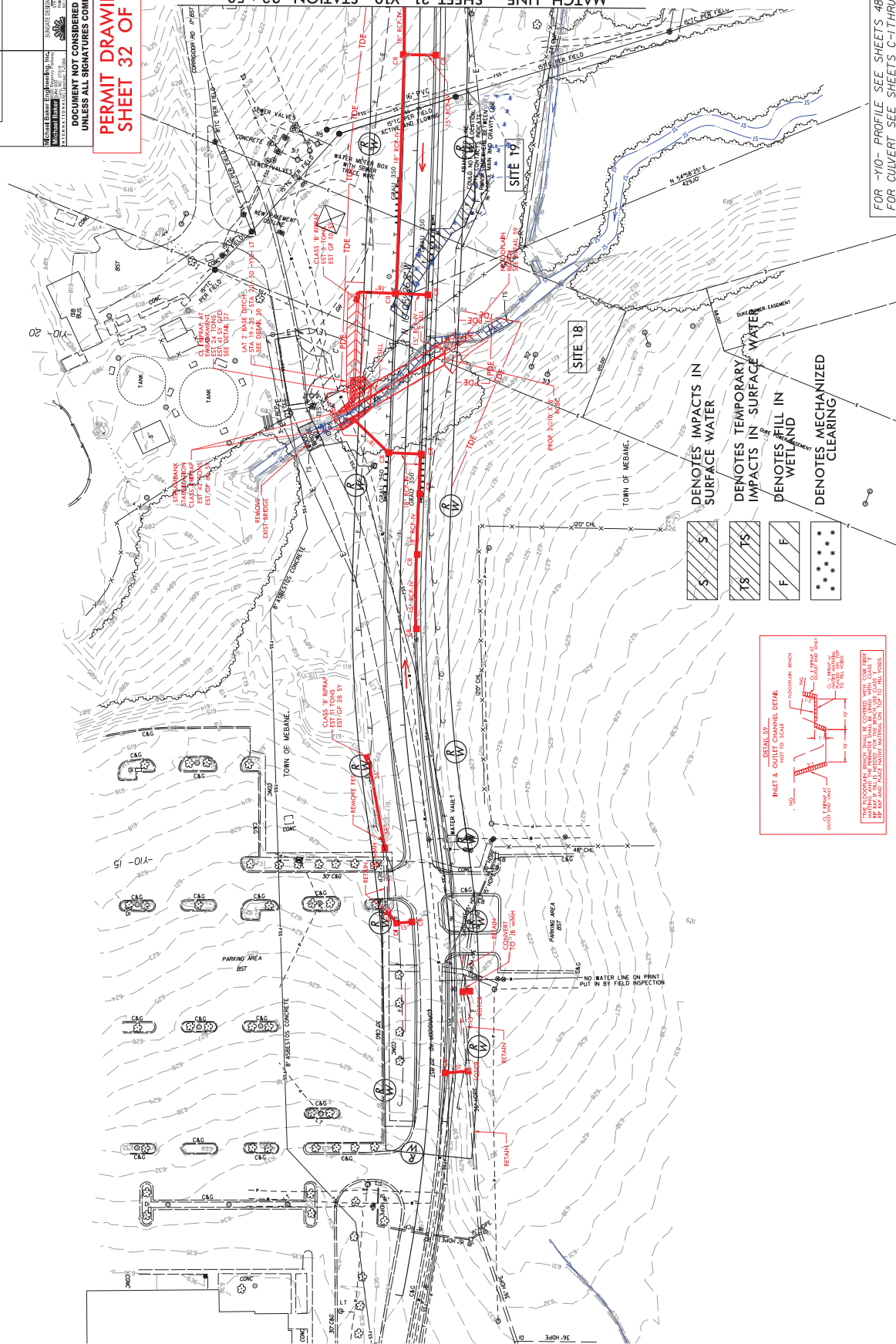
# P-16

MATCH LINE - SHEET 31 -Y10- STATION 23+50



FOR -Y10- PROFILE SEE SHEETS 48 & 49  
FOR CULVERT SEE SHEETS C-1 THRU C-15





FOR -Y10- PROFILE SEE SHEETS 48 & 49  
FOR CULVERT SEE SHEETS C-1 THRU C-15

REVISIONS

PROJECT REFERENCE NO.

SHEET NO.

R/W SHEET NO.

ROADWAY DESIGN ENGINEER

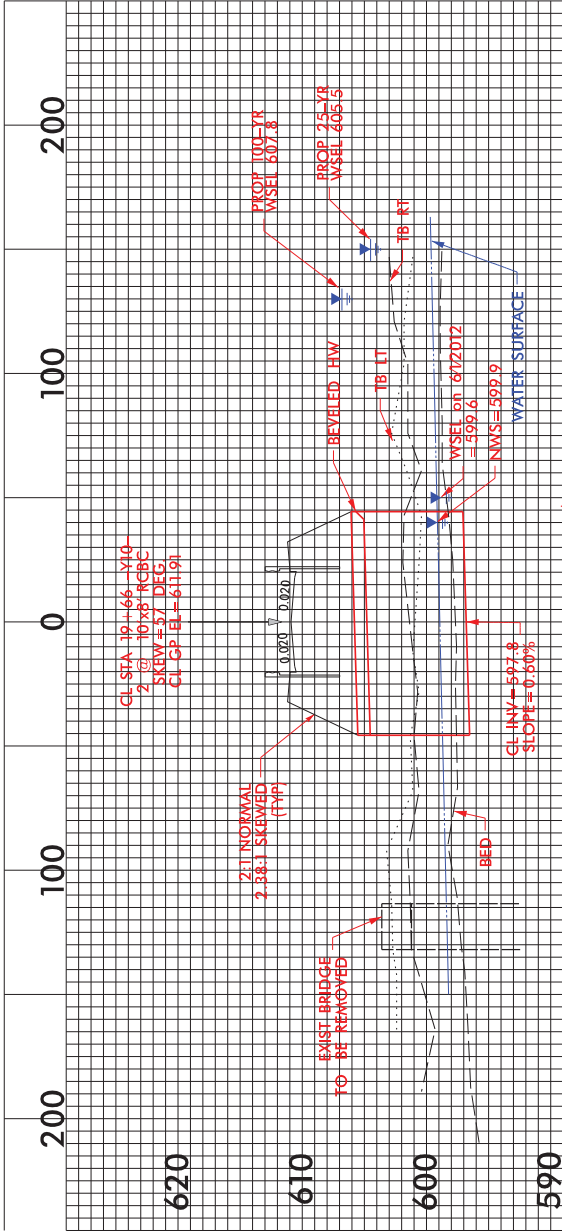
HYDRAULICS ENGINEER

INCOMPLETE PLANS  
FOR PERMITTING  
PRELIMINARY PLANS  
DO NOT USE FOR CONSTRUCTION

PERMIT DRAWING  
SHEET 33 OF 43

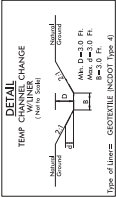
SITE 18

P-18



2@10'X8' CONSTRUCTION SEQUENCE STA. 19 + 77 -Y10-  
McADAMS CREEK

- 7.) REMOVE STILLING BASIN.  
8.) COMPLETE ROADWAY.



PROJECT REFERENCE NO.  
U-309A

SHEET NO.  
31

ROADWAY DESIGN  
ENGINEER

HYDRAULICS  
ENGINEER

PRELIMINARY PLANS  
DO NOT USE FOR CONSTRUCTION

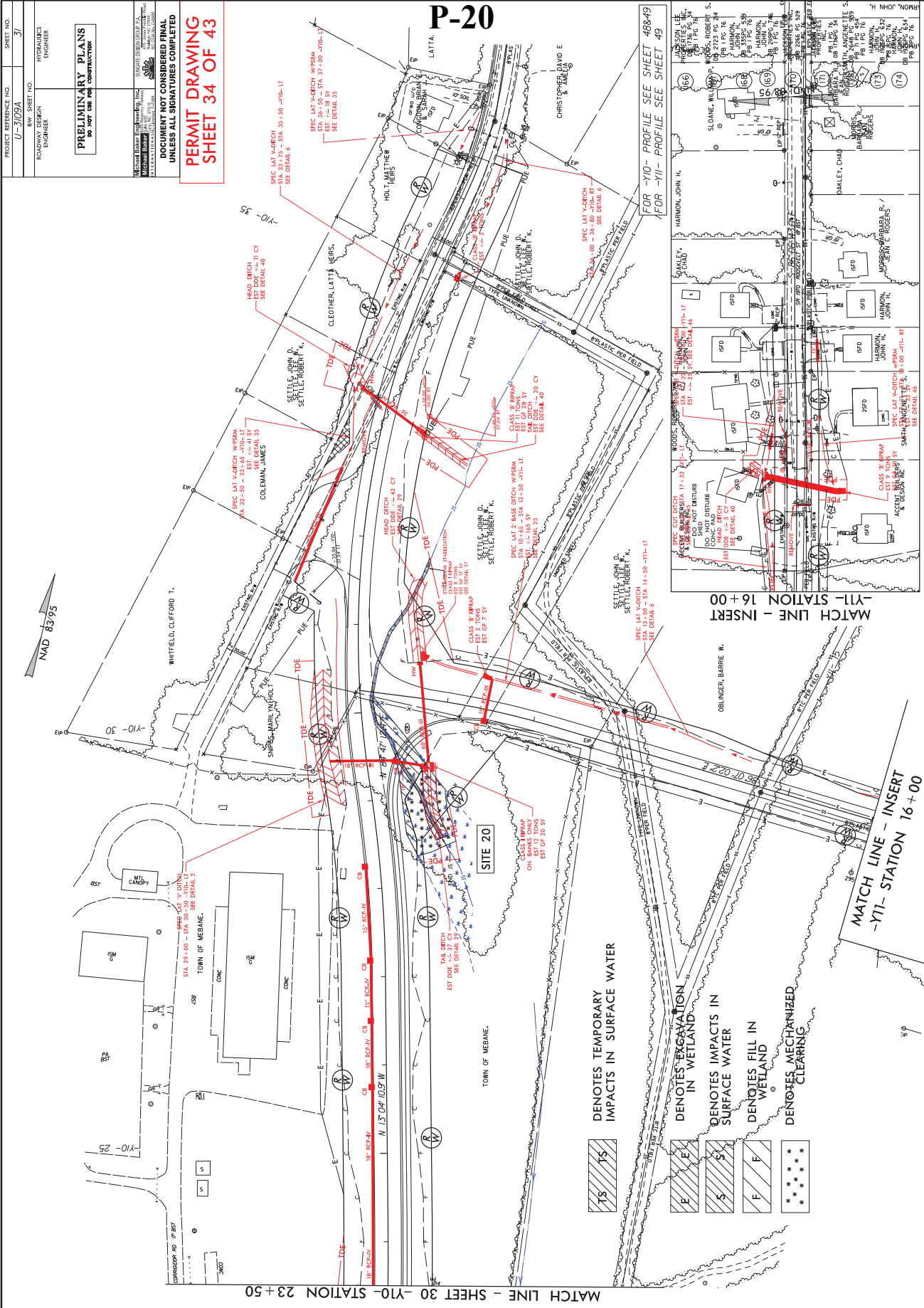
STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
1100 NASSAU ST., 12TH FLOOR  
ALBANY, NY 12242-1200  
TEL: 518/474-2300 FAX: 518/474-2301

DATE: 05/14/99  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

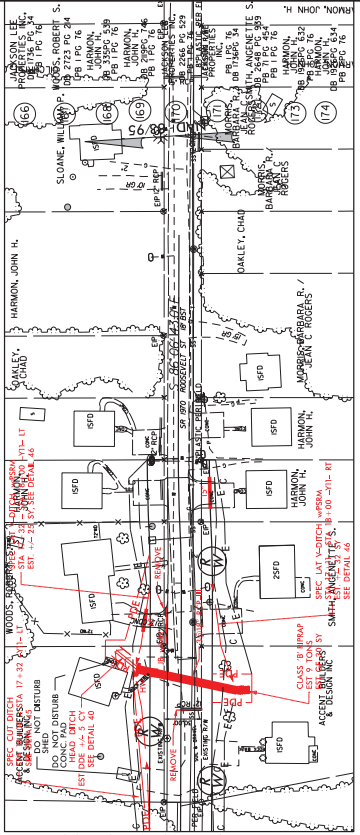
DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

PERMIT DRAWING  
SHEET 34 OF 43

# P-20




- TS DENOTES TEMPORARY IMPACTS IN SURFACE WATER
- E DENOTES EXCAVATION IN WETLAND
- S DENOTES IMPACTS IN SURFACE WATER
- F DENOTES FILL IN WETLAND
- \* DENOTES MECHANIZED CLEARING



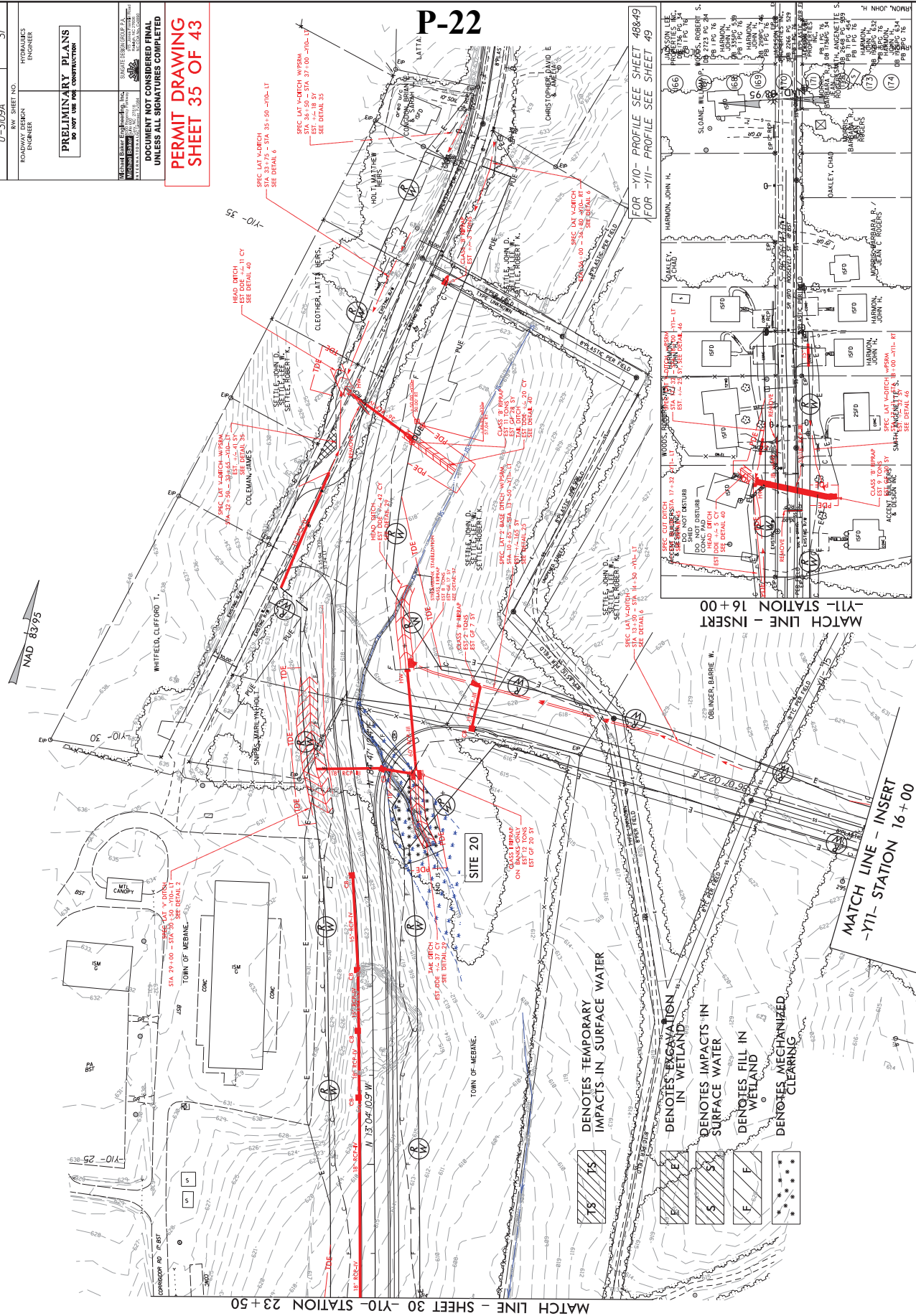




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<div> <i>U-309A</i> </div>	31		
<div>             ROADWAY DESIGN ENGINEER           </div>		<div>             PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION           </div>	
<div>             K&amp;W SHEET NO.           </div>		<div>             Michael Baker Engineering, Inc.  <b>Michael Baker</b>              10000              State of California           </div>	

PERMIT DRAWING  
SHEET 35 OF 43

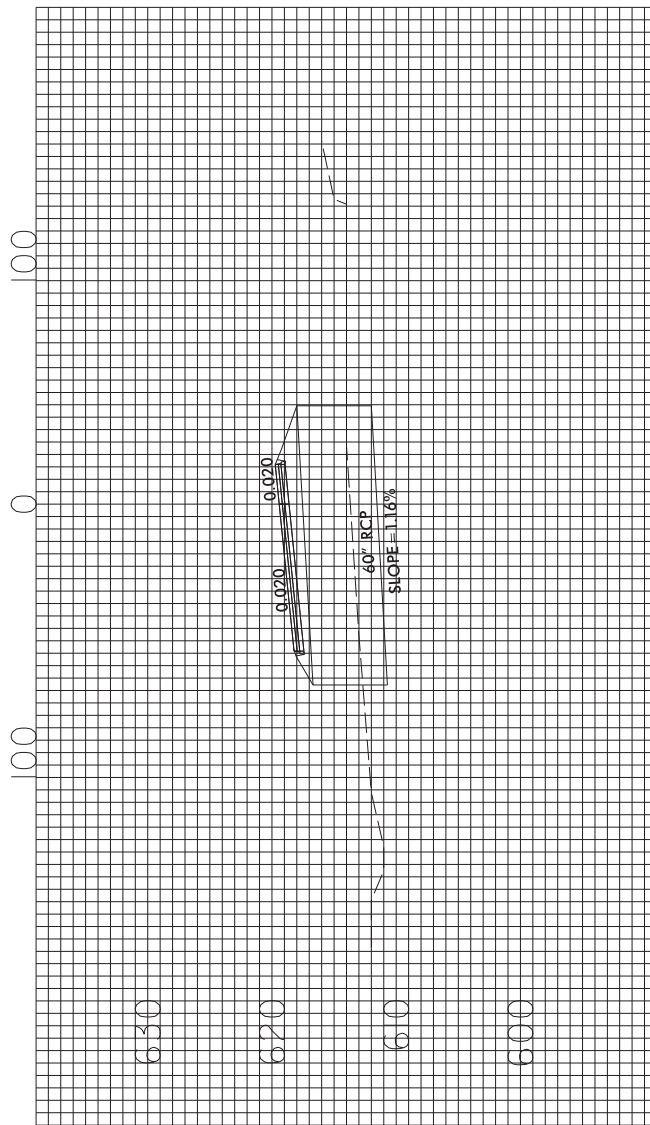
**P-22**





REVISIONS

**SITE 20**



**P-23**

PERMIT DRAWING  
SHEET 36 OF 43

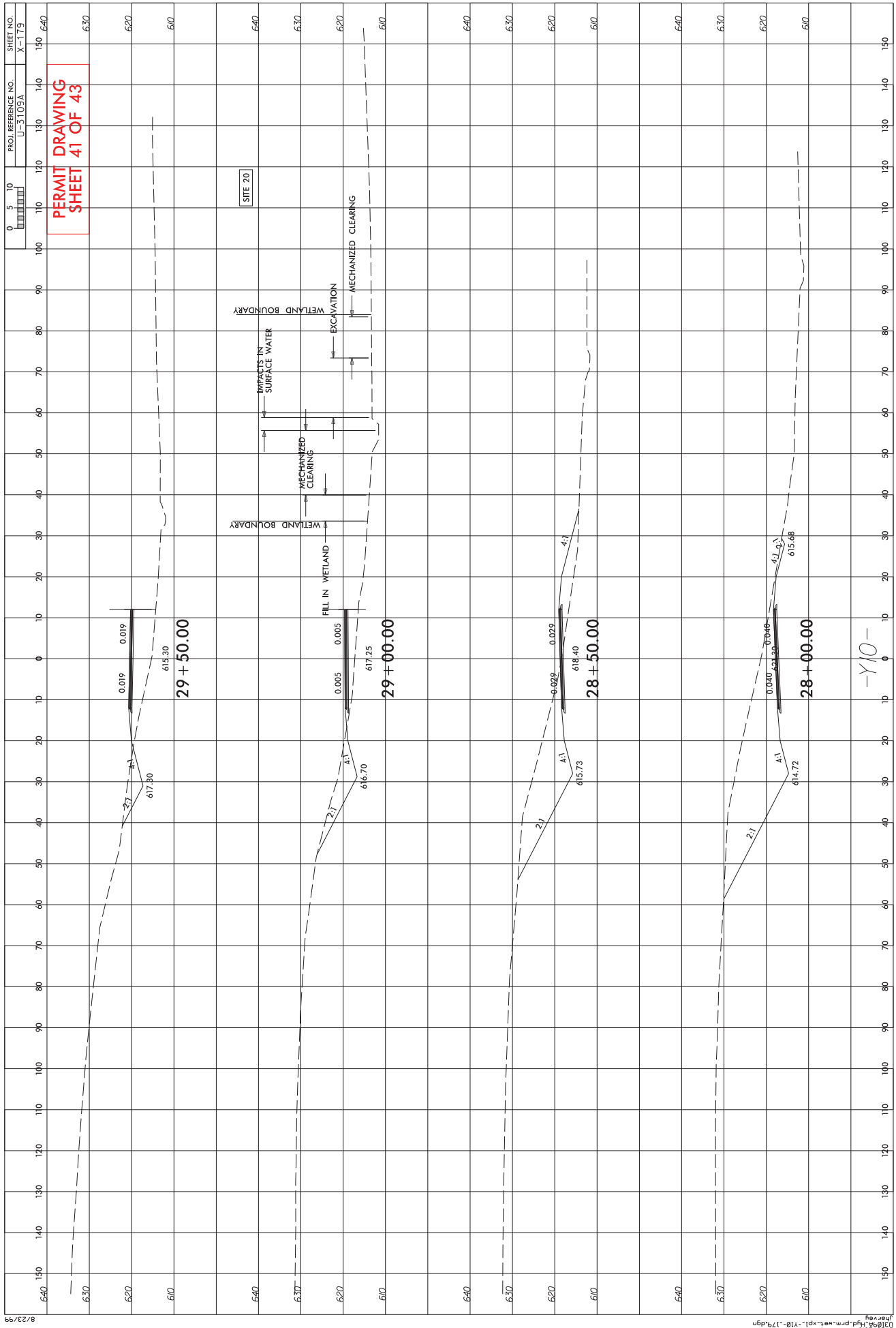
PROJECT REFERENCE NO.	RW. SHEET NO.		SHEET NO.
	ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER	

**INCOMPLETE PLANS**  
DO NOT USE FOR A/W ACQUISITION

**PRELIMINARY PLANS**  
DO NOT USE FOR CONSTRUCTION







WETLAND PERMIT IMPACT SUMMARY												
				WETLAND IMPACTS				SURFACE WATER IMPACTS				
Site No.	Station (From/To)	Structure Size / Type	Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation In Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
1	63+59-65+75 -L-	48" RCP						0.03		235		
		48" RCP						0.01	< 0.01	117	16	
2	69+92-70+95 -L-	54" RCP						0.04	< 0.01	348	17	
3	11+61 -Y7A-	66" RCP						0.04	< 0.01	320	10	
4	78+10-79+64 -L-LT	ROAD FILL						0.10				
5	78+25 -L- RT	3 AT 30" RCP							< 0.01		16	
6	85+02-86+67 -L-	54" RCP						0.02	< 0.01	257	35	
7	93+65-97+92 -L-	3 @ 11'x9' RCBC						0.15	0.02	501	52	
		STREAMBANK STABILIZATION						0.02		63		
7A	94+25 -L- RT	CHANNEL REALIGNMENT						< 0.01	< 0.01	18	20	
8A	108+00-111+82 -L-	48" RCP						0.04	< 0.01	463	19	
8B	110+64-111+10 -L- RT	48" RCP						< 0.01	< 0.01	82	21	
9	113+72-114+35 -L-RT	ROAD FILL	< 0.01			0.01						
10	125+99-127+49 -L-	72" RCP						0.04	< 0.01	396	25	
10A	127+41-127+99 -L- LT	ROAD FILL						< 0.01		74		
11	133+53 -L-	48" RCP						0.02	< 0.01	270	25	
12	155+09-157+67 -L-	30" RCP	0.08					0.13				
12A	156+91-157+54 -L-LT		0.03					< 0.01	< 0.01	105	7	
12B	157+25-157+73 -L-LT								< 0.01		13	
12C	157+55-L-LT								< 0.01		21	
13	162+01-162+68-L-	66" RCP	0.07			0.01		0.09	< 0.01	183	19	
14	26+00 -Y16RPA- LT	36" RCP							< 0.01		44	
15	178+79-180+22 -L-	1 @ 10'x7' RCBC						0.06	< 0.01	447		
SUB TOTALS *:			0.18			0.02		0.82	0.05	3879	360	

NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
5-1-18  
ALAMANCE COUNTY  
U-3109A  
34900.1.1

SHEET 42 OF 43

\*Rounded totals are sum of actual impacts

NOTES:

revised 2013.10.24

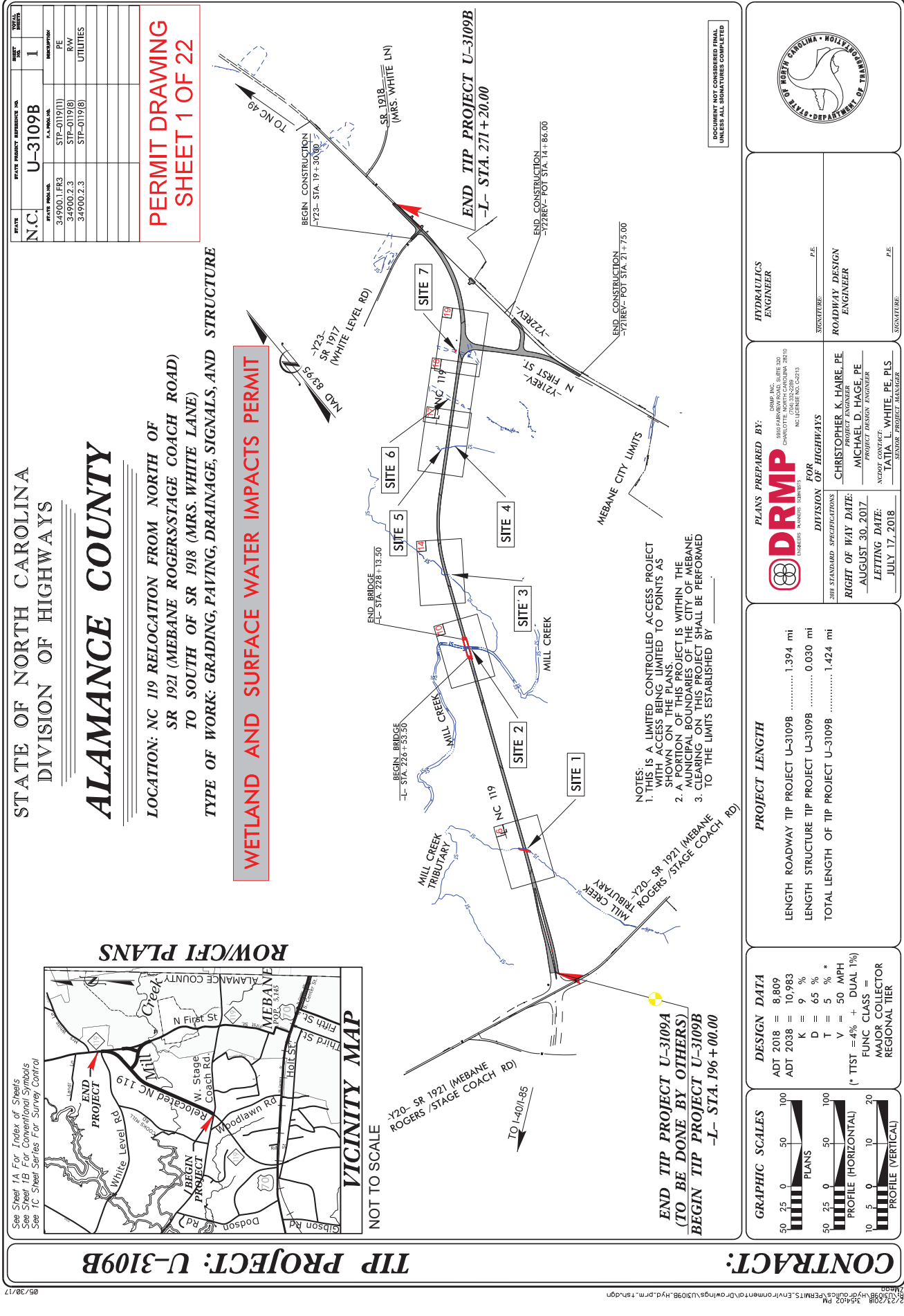
\*Rounded totals are sum of actual impacts

NOTES:

NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
5-1-18  
ALAMANCE COUNTY  
U-3109A  
34900.1.1  
SHEET 42 OF 43

[illegible]

WETLAND AND SURFACE WATER IMPACTS SUMMARY												
WETLAND IMPACTS				SURFACE WATER IMPACTS								
Site No.	Station (From/To)	Structure Size / Type	Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW Impacts (ac)	Temp. SW Impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
1	-L- 207+00/208+15	12'X6' RCBC						0.02	< 0.01	120	50	
1	-L- 206+99/207+50	Bank stabilization						< 0.01		51		
1	-L- 207+98/208+14	Outlet Scour Hole Stabilization						< 0.01		27		
2	-L- 226+82/227+21	Bank stabilization						< 0.01	< 0.01	12	10	
3	-L- 233+50/235+77	42" RCP-III						0.02	< 0.01	268	20	
3	-L- 235+55/235+78	Bank stabilization						< 0.01		22		
3	-L- 233+44/233+64	Outlet Scour Hole Stabilization						< 0.01		20		
4-5	-L- 246+16/246+70	30" RCP-III	< 0.01		< 0.01	< 0.01		0.02	< 0.01	127	10	
6	-L- 250+61/251+17	30" RCP-III	0.06		< 0.01	0.01						
7	-L- 255+17/256+42	36" RCP-III	0.17		< 0.01	0.02						



**CONTRACT:**

**TIP PROJECT: U-3109B**

**GRAPHIC SCALES**

PLANS: 1" = 40' (HORIZONTAL), 1" = 20' (VERTICAL)

PROFILE (HORIZONTAL): 1" = 100'

PROFILE (VERTICAL): 1" = 10'

**DESIGN DATA**

ADT 2018 = 8,809  
ADT 2038 = 10,983  
K = 9  
D = 65 %  
T = 5 %  
V = 50 MPH  
(\* TIST = 4% + DUAL 1%)  
FUNC CLASS = MAJOR COLLECTOR  
REGIONAL TIER

**PROJECT LENGTH**

LENGTH ROADWAY TIP PROJECT U-3109B ..... 1,394 mi  
LENGTH STRUCTURE TIP PROJECT U-3109B ..... 0.030 mi  
TOTAL LENGTH OF TIP PROJECT U-3109B ..... 1,424 mi

**PLANS PREPARED BY:**

**DRMP** (DIVISION OF HIGHWAYS)

FOR: CHRISTOPHER K. HARE, PE  
PROJECT ENGINEER  
MICHAEL D. HAGE, PE  
PROJECT DESIGN ENGINEER  
TATIA L. WHITE, PE, PLS  
SENIOR PROJECT MANAGER

RIGHT OF WAY DATE: AUGUST 30, 2017  
LETTING DATE: JULY 17, 2018

HYDRAULICS ENGINEER: \_\_\_\_\_  
ROADWAY DESIGN ENGINEER: \_\_\_\_\_  
SENIOR PROJECT MANAGER: \_\_\_\_\_

**PERMIT DRAWING SHEET 1 OF 22**

See Sheet 1A For Index of Sheets  
See Sheet 1B For Conventional Symbols  
See 1C Sheet Series For Survey Control

**VICINITY MAP**

ALAMANCE COUNTY

MEBANE

SR 1918 (MRS. WHITE LN)

SR 1921 (MEBANE ROGERS/STAGE COACH RD)

SR 1922 (MRS. WHITE LN)

SR 1923 (MRS. WHITE LN)

SR 1924 (MRS. WHITE LN)

SR 1925 (MRS. WHITE LN)

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SR 1998 (MRS. WHITE LN)

SR 1999 (MRS. WHITE LN)

SR 2000 (MRS. WHITE LN)

**ROW/CFI PLANS**

ALAMANCE COUNTY

MEBANE

SR 1918 (MRS. WHITE LN)

SR 1921 (MEBANE ROGERS/STAGE COACH RD)

SR 1922 (MRS. WHITE LN)

SR 1923 (MRS. WHITE LN)

SR 1924 (MRS. WHITE LN)

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SR 1997 (MRS. WHITE LN)

SR 1998 (MRS. WHITE LN)

SR 1999 (MRS. WHITE LN)

SR 2000 (MRS. WHITE LN)



# HAZARDOUS SPILL BASIN DETAIL

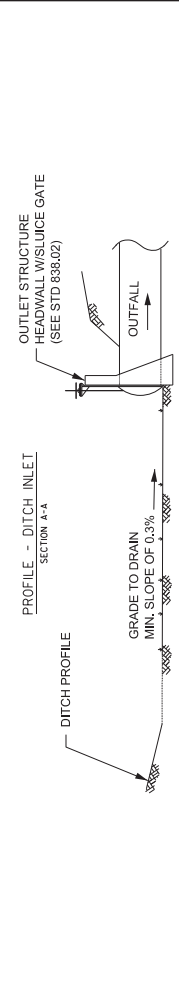
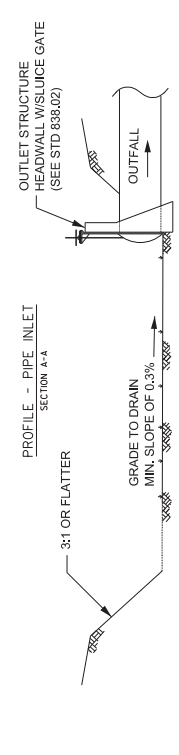
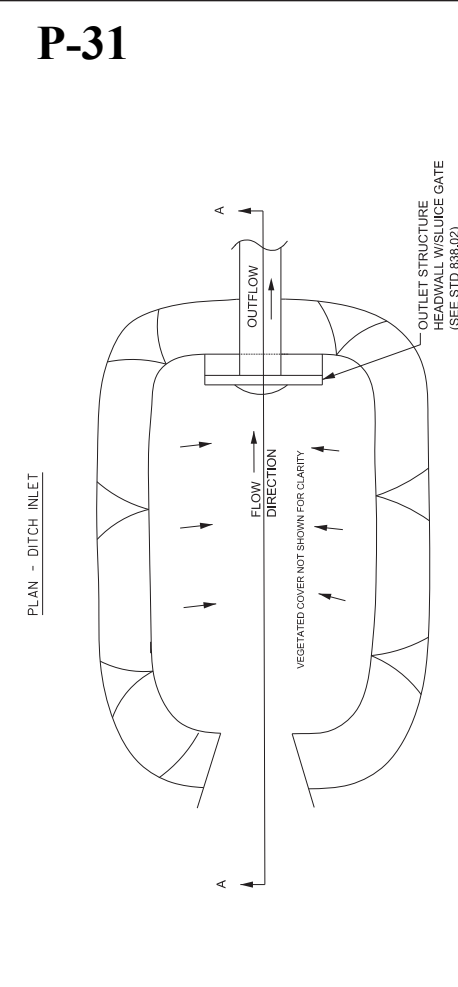
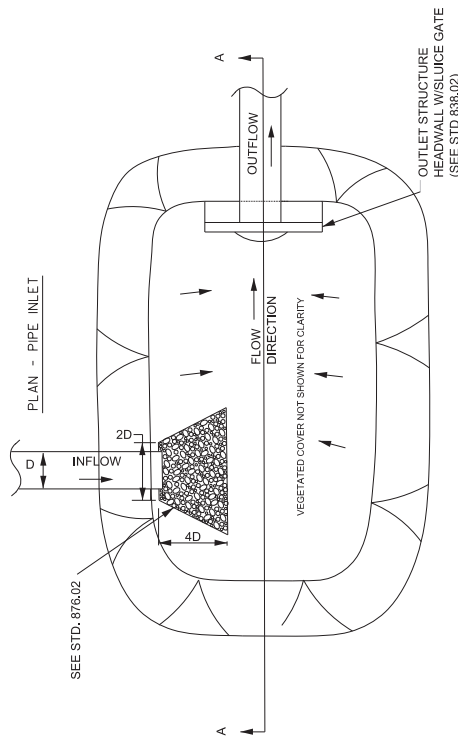
\*NOT TO SCALE\*

PROJECT REFERENCE NO.	SHEET NO.
U-309B	2D-2
R/W SHEET NO.	HYDRAULICS
ENCLOSURE	ENCLOSURE
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



PERMIT DRAWING  
SHEET 3 OF 22

BASIN LAYOUT POINTS AND ELEVATIONS																									
POINT LOCATION		HSB1: Station 206+00.17				HSB2: Station 205+00 RT				HSB3: Station 210+00.17				HSB4: Station 224+50 RT				HSB5: Station 229+50 RT				HSB6: Station 256+50			
		NORTH	EAST	RADIUS		NORTH	EAST	RADIUS		NORTH	EAST	RADIUS		NORTH	EAST	RADIUS		NORTH	EAST	RADIUS		NORTH	EAST	RADIUS	
1		859,689.08	1,915,820.16	1.0'		859,540.97	1,915,873.55	1.0'		860,029.51	1,915,971.64	5.0'		861,330.71	1,916,666.15	4.0'		861,783.71	1,916,853.70	4.0'		863,900.08	1,918,445.04	8.0'	
2		859,683.87	1,915,832.07	1.0'		859,555.75	1,915,885.46	1.0'		860,027.50	1,915,976.21	5.0'		861,323.42	1,916,682.76	4.0'		861,777.34	1,916,868.21	4.0'		863,891.81	1,918,463.99	8.0'	
3		859,733.04	1,915,839.45	1.0'		859,604.93	1,915,892.84	1.0'		860,056.98	1,915,983.69	5.0'		861,368.32	1,916,675.01	4.0'		861,845.42	1,916,882.17	4.0'		863,935.33	1,918,479.52	8.0'	
4		859,726.33	1,915,850.41	1.0'		859,727.82	1,915,851.35	1.0'		860,054.97	1,915,988.27	5.0'		861,358.22	1,916,698.03	4.0'		861,839.59	1,916,893.90	4.0'		863,927.05	1,918,498.47	8.0'	
INLET/HAZE ELEV = 596.0'					INLET/HAZE ELEV = 596.0'					INLET/HAZE ELEV = 593.1'					INLET/HAZE ELEV = 571.0'					INLET/HAZE ELEV = 612.0'					
STORAGE ELEV = 596.8'					STORAGE ELEV = 596.8'					STORAGE ELEV = 593.1'					STORAGE ELEV = 572.2'					STORAGE ELEV = 613.4'					
BERM/TOP ELEV = 598.0'					BERM/TOP ELEV = 599.7'					BERM/TOP ELEV = 593.0'					BERM/TOP ELEV = 569.0'					BERM/TOP ELEV = 615.0'					
OUTLET ELEV = 594.8'					OUTLET ELEV = 595.8'					OUTLET ELEV = 588.8'					OUTLET ELEV = 565.8'					OUTLET ELEV = 610.8'					



PLAN - DITCH INLET

PLAN - PIPE INLET


PROFILE - DITCH INLET  
SECTION A-A

PROFILE - PIPE INLET  
SECTION A-A

REVISIONS

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6/17/99

U-3-09B	5
S/W SHEET NO.  ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED PLANS PREPARED BY:	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p><b>DRMP</b></p> </div> <div style="text-align: right;"> <p>             10001 E. 12th Ave.              Suite 100              Greenwood Village, CO 80111              303.751.8000           </p> </div> </div>	

PERMIT DRAWING  
SHEET 4 OF 22

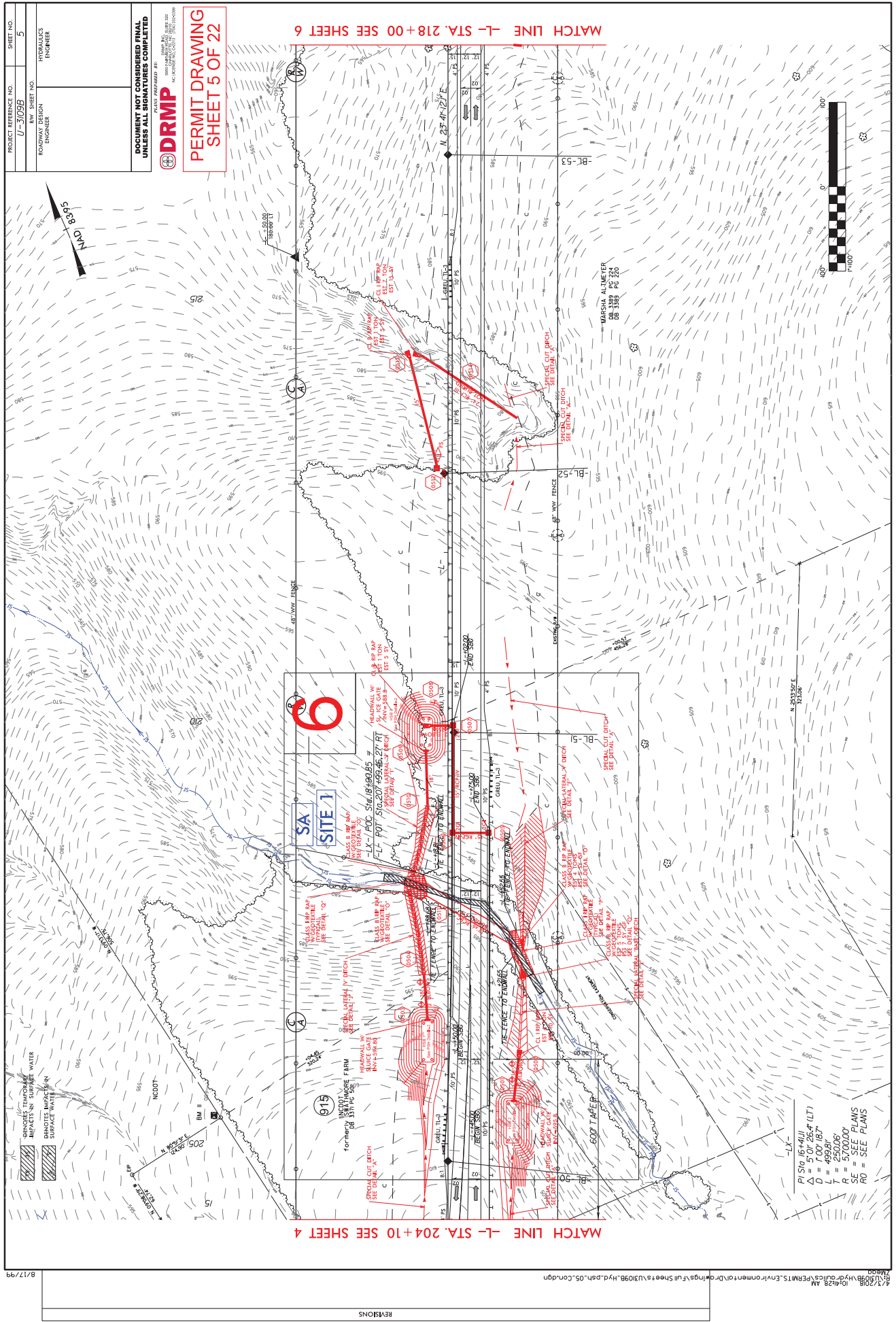
012

MATCH LINE -L- STA. 218+00 SEE SHEET 6

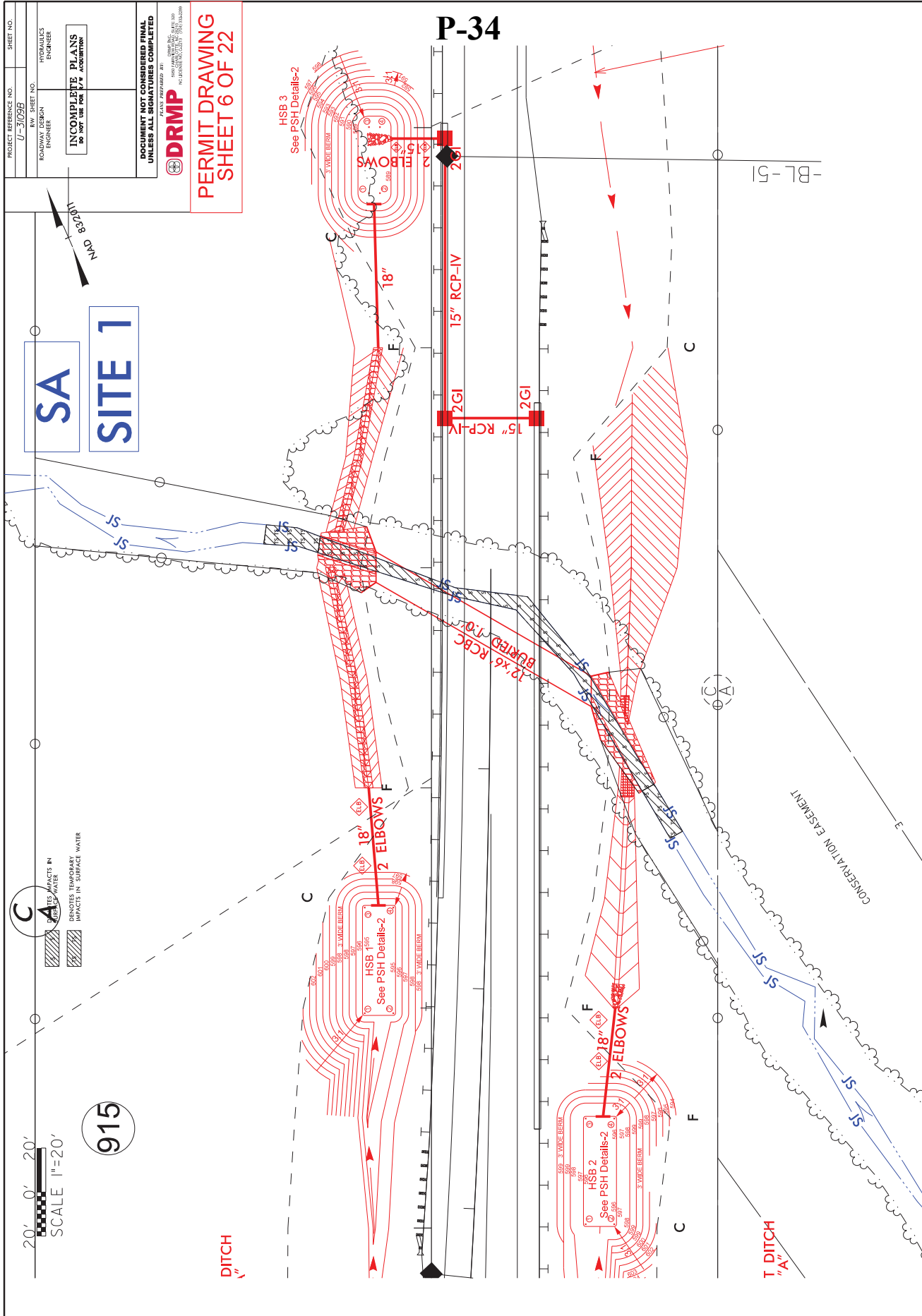
$-LX =$   
 P1 Sta 16+41.11  
 $\Delta = 5^{\circ} 01' 26.4" (LT)$   
 $D = 1^{\circ} 00' 18.7"$   
 $L = 499.81'$   
 $T = 250.06'$   
 $R = 5700.00'$   
 SE = SEE PLANS  
 RO = SEE PLANS







## REVISIONS







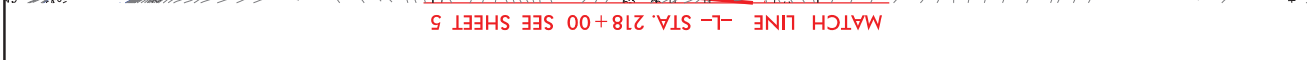


**DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED**

**DRMP**

**PLANS PREPARED BY:**

DRMP, INC.  
6995 PARKVIEW ROAD, SUITE 320  
CHARLOTTE, NC 28226  
NC LICENSE NO. C-02511 (703) 334-2289

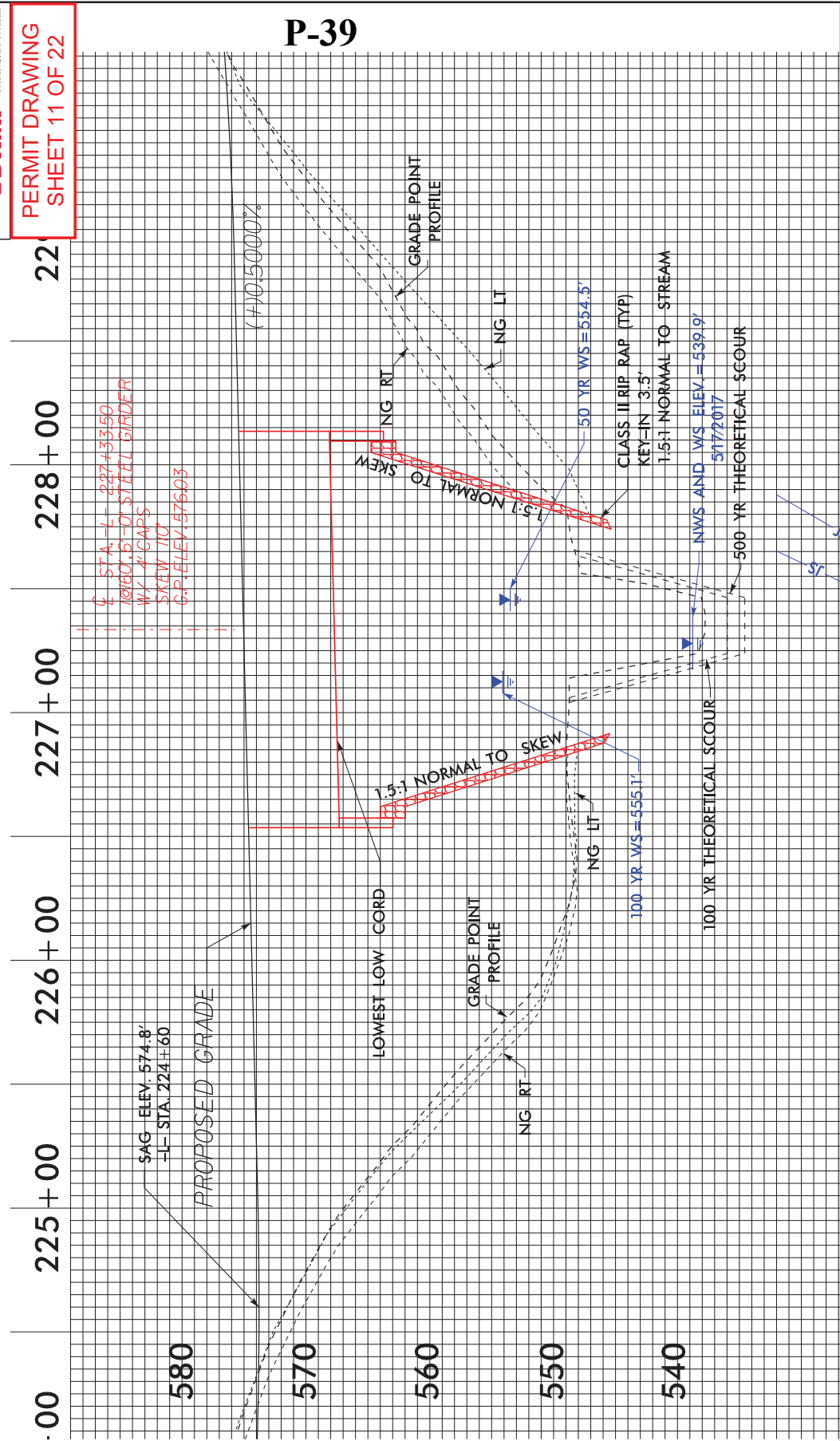




PROJECT REFERENCE NO.	SHEET NO.
<i>U-309B</i>	
BWM SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <b>INCOMPLETE PLANS</b>          DO NOT USE FOR U/P ACQUISITION       </div>	
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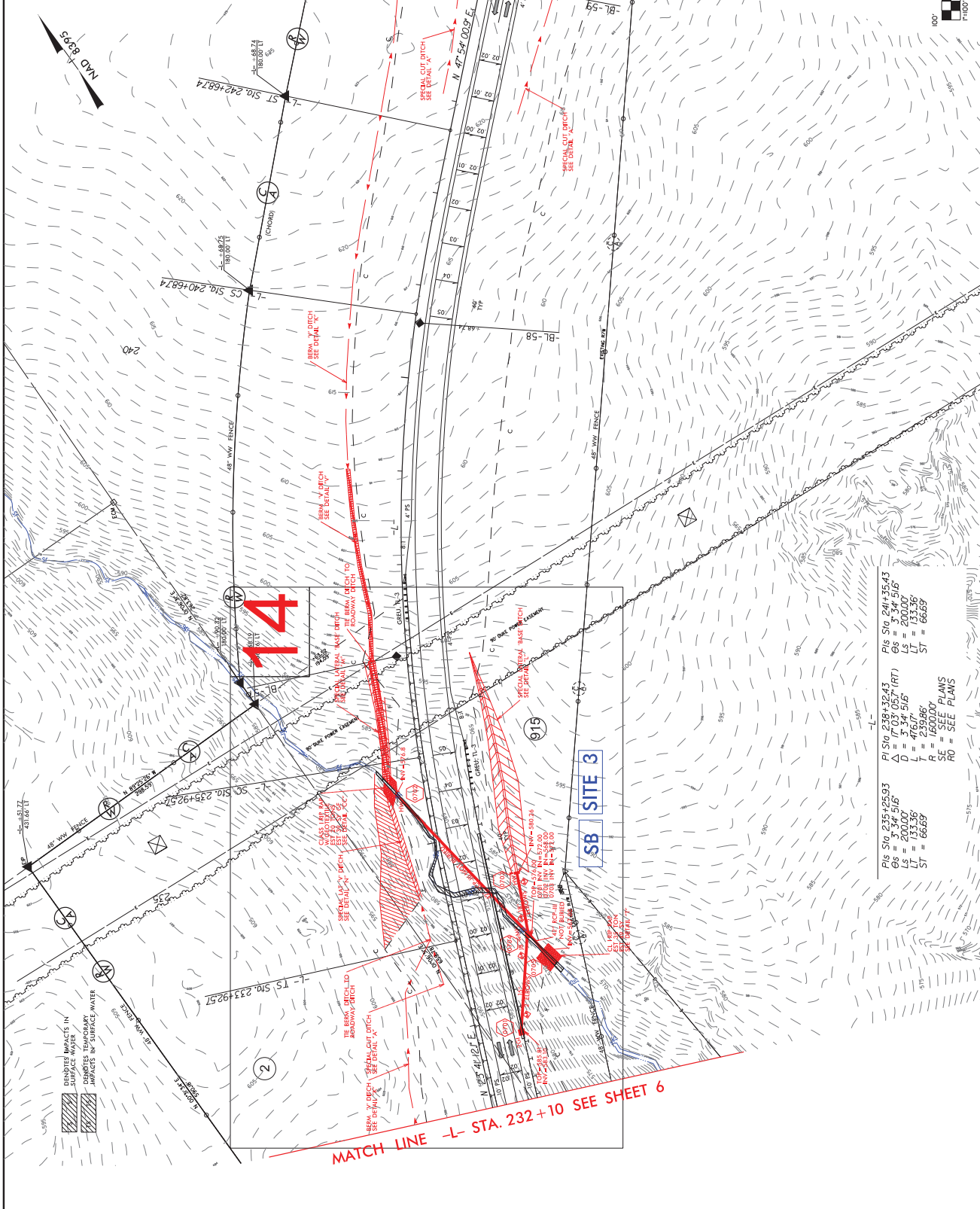
PERMIT DRAWING  
SHEET 11 OF 22

REVISIONS

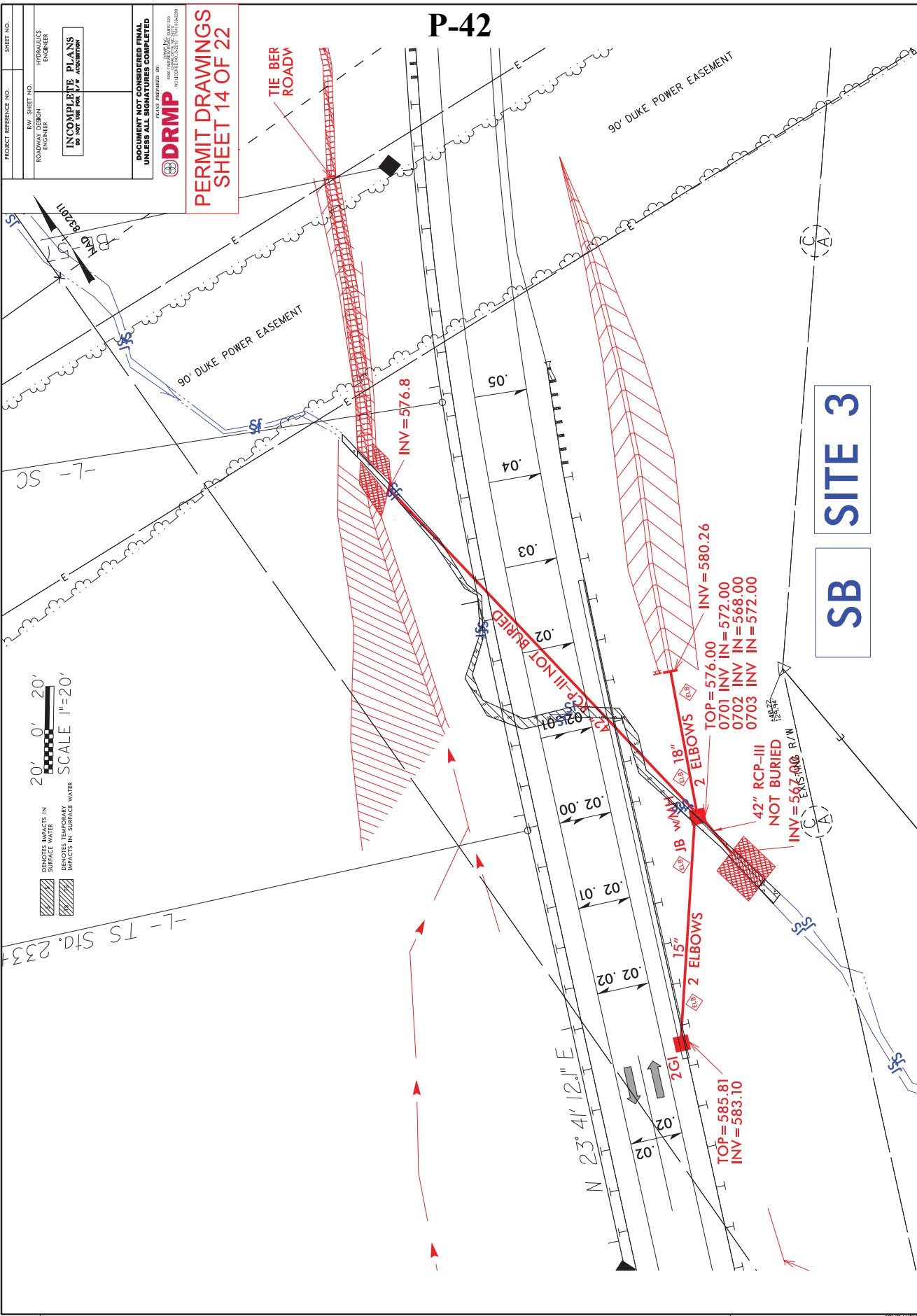








<b>Sta 235+25.93</b> $\Delta = 5' 34" 51.6"$ $\Delta = 1' 03" 05.7" (RT)$ $Q = 47.617'$ $T = 239.86'$ $R = 1600.00'$ $SC = \text{SEE PLANS}$ $ST = 66.69'$	<b>Sta 238+32.43</b> $\Delta = 1' 03" 05.7" (RT)$ $Q = 47.617'$ $T = 239.86'$ $R = 1600.00'$ $SC = \text{SEE PLANS}$ $ST = 66.69'$	<b>Sta 244+35.43</b> $\Delta = 5' 34" 51.6"$ $\Delta = 1' 03" 05.7" (RT)$ $Q = 47.617'$ $T = 239.86'$ $R = 1600.00'$ $SC = \text{SEE PLANS}$ $ST = 66.69'$
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PROJECT REFERENCE NO. SHEET NO.  
ROADWAY DESIGN ENGINEER  
HYDRAULICS ENGINEER  
INCOMPLETE PLANS  
DO NOT USE FOR CONSTRUCTION  
DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED  
DRMP

PERMIT DRAWINGS  
SHEET 14 OF 22

P-42

SB SITE 3

20' 0' 20'  
SCALE 1"=20'  
DENOTES IMPACTS IN  
SURFACE WATER  
DENOTES TEMPORARY  
IMPACTS IN SURFACE WATER

-L- TS Sta. 2334

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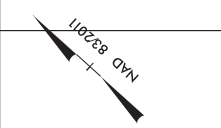
REVISIONS







PROJECT REFERENCE NO.	SHEET NO.
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
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DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



20' 0' 20'  
SCALE 1"=20'

**SITE 5**

**WA**

Q10 = 1.09 CFS  
V10 = 1.27 FPS

INV = 599.00

Q10 = 1.99 CFS  
V10 = 3.18 FPS

WETLAND W-A

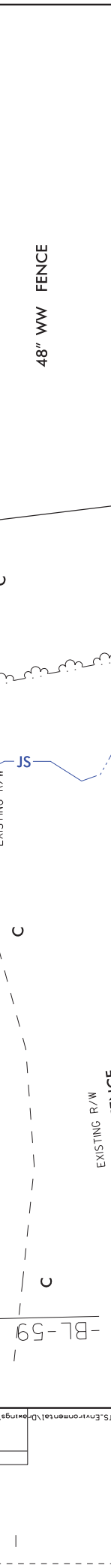
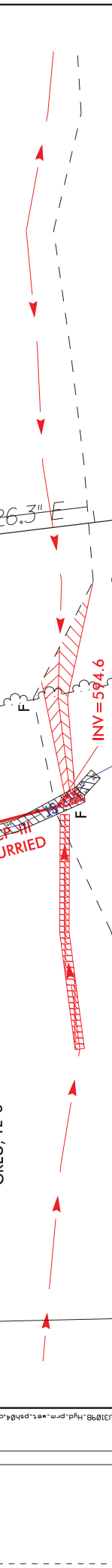
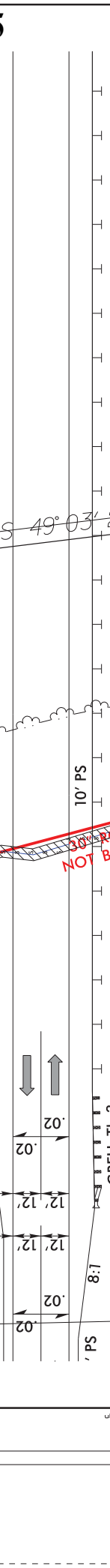
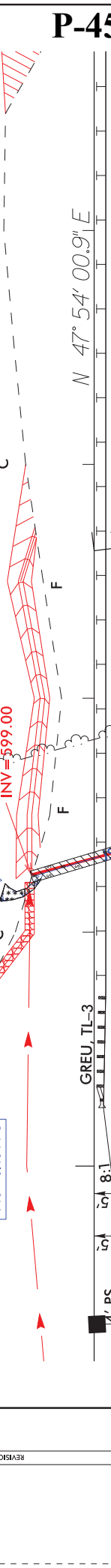
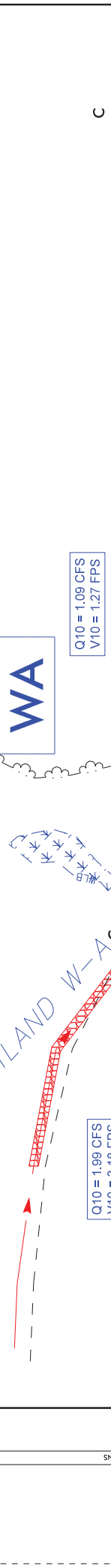
Q10 = 1.99 CFS  
V10 = 3.18 FPS

Q10 = 1.09 CFS  
V10 = 1.27 FPS

INV = 594.6

30" RCP III  
NOT BURIED

48" WW FENCE



20' 0' 20'  
SCALE 1"=20'

NAD 83 2011

WB

PERMIT DRAWING  
SHEET 18 OF 22

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GRASS_SWALE_DATA
DA=0.1AC
SLOPE=16%
L REQ.=9 FT
L PRO.=76 FT
O2=10.09KQ,49I4.5I=0.2 CFS
V2=0.8 FFS
D2=0.2 FT
OIO=10.09KQ,49I5.7I=0.3 CFS
VIO=0.9 FFS
DIO=0.2 FT
253+76.4 TO 253+00 -L- LT.

```

Q10 = 0.86 CFS  
V10 = 1.75 FPS

GRASS\_SWALE\_DATA

Q10 = 0.35 CFS  
V10 = 1.81 FPS

INV = 604.00

6.00" E

TOP = 619.25  
INV = 616.50



0802

C  
CLIP RAP  
EST 11 TON  
EST 22 SY

Q10 = 0.60 CFS  
V10 = 2.46 FPS

Q10 = 1.14 CFS  
V10 = 2.27 FPS

 $\text{INV} = 600.90$ 

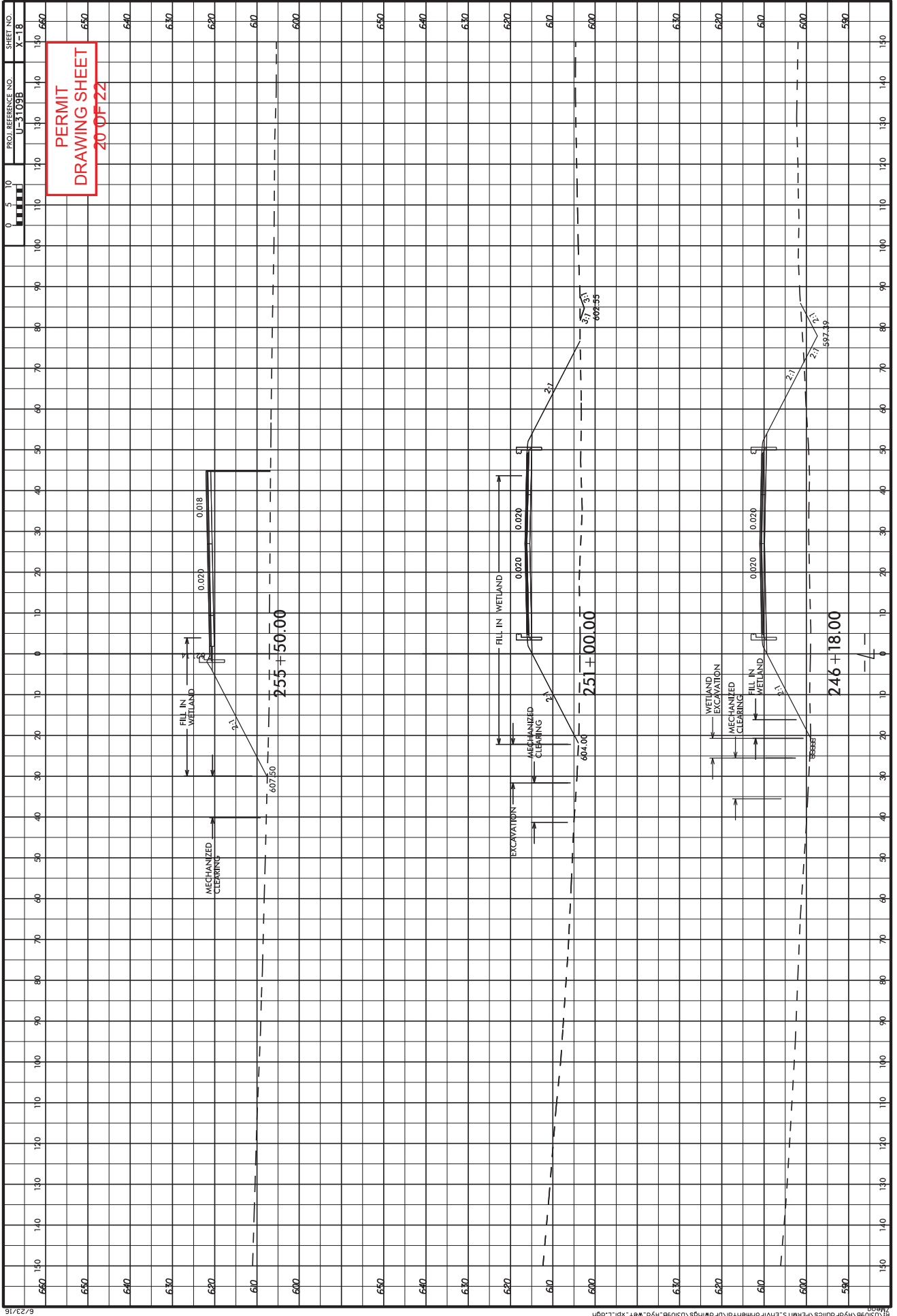
20

101

02	
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[illegible]

County : Alamance

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0022000000-E	225	UNCLASSIFIED EXCAVATION	166,025 CY		
0004	0028000000-N	SP	TYPE I STANDARD APPROACH FILL STATION ***** (227+33.50)	Lump Sum	L.S.	
0005	0036000000-E	225	UNDERCUT EXCAVATION	11,850 CY		
0006	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR		
0007	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0008	0134000000-E	240	DRAINAGE DITCH EXCAVATION	22,680 CY		
0009	0141000000-E	240	BERM DITCH CONSTRUCTION	1,120 LF		
0010	0192000000-N	260	PROOF ROLLING	10 HR		
0011	0195000000-E	265	SELECT GRANULAR MATERIAL	8,600 CY		
0012	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	11,100 SY		
0013	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	400 TON		
0014	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	1,250 SY		
0015	0343000000-E	310	15" SIDE DRAIN PIPE	420 LF		
0016	0344000000-E	310	18" SIDE DRAIN PIPE	648 LF		
0017	0348000000-E	310	*** SIDE DRAIN PIPE ELBOWS (15")	4 EA		
0018	0348000000-E	310	*** SIDE DRAIN PIPE ELBOWS (18")	10 EA		

County : Alamance

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	352 LF		
0020	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	179 LF		
0021	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	530 LF		
0022	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	240 LF		
0023	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	160 LF		
0024	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	232 LF		
0025	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	740 LF		
0026	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	111 LF		
0027	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	123 LF		
0028	0995000000-E	340	PIPE REMOVAL	278 LF		
0029	1044000000-E	501	LIME TREATED SOIL (SLURRY METHOD)	16,540 SY		
0030	1066000000-E	501	LIME FOR LIME TREATED SOIL	170 TON		
0031	1099500000-E	505	SHALLOW UNDERCUT	500 CY		
0032	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	1,000 TON		
0033	1110000000-E	510	STABILIZER AGGREGATE	500 TON		
0034	1115000000-E	SP	GEOTEXTILE FOR PAVEMENT STABILIZATION	8,379 SY		
0035	1121000000-E	520	AGGREGATE BASE COURSE	20,200 TON		
0036	1176000000-E	542	SOIL CEMENT BASE	16,540 SY		

County : Alamance

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0037	1187000000-E	542	PORTLAND CEMENT FOR SOIL CEMENT BASE	460 TON		
0038	1209000000-E	543	ASPHALT CURING SEAL	4,970 GAL		
0039	1220000000-E	545	INCIDENTAL STONE BASE	1,000 TON		
0040	1275000000-E	600	PRIME COAT	14,283 GAL		
0041	1330000000-E	607	INCIDENTAL MILLING	1,500 SY		
0042	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	2,300 TON		
0043	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	8,030 TON		
0044	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	7,490 TON		
0045	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	980 TON		
0046	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON		
0047	2022000000-E	815	SUBDRAIN EXCAVATION	112 CY		
0048	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	500 SY		
0049	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	84 CY		
0050	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	500 LF		
0051	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA		
0052	2077000000-E	815	6" OUTLET PIPE	6 LF		
0053	2143000000-E	818	BLOTTING SAND	10 TON		
0054	2209000000-E	838	ENDWALLS	15 CY		
0055	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	22 EA		

County : Alamance

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0056	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	13.7	LF	
0057	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	12	EA	
0058	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	4	EA	
0059	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	1	EA	
0060	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	3	EA	
0061	2396000000-N	840	FRAME WITH COVER, STD 840.54	2	EA	
0062	2462000000-E	836	*** SLUICE GATE (18")	6	EA	
0063	2535000000-E	846	***X *** CONCRETE CURB (8" X 18")	90	LF	
0064	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	1,620	LF	
0065	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	260	LF	
0066	2556000000-E	846	SHOULDER BERM GUTTER	2,015	LF	
0067	3030000000-E	862	STEEL BEAM GUARDRAIL	6,150	LF	
0068	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	350	LF	
0069	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10	EA	
0070	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	14	EA	
0071	3317000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE B-77	4	EA	
0072	3500000000-E	866	WOVEN WIRE FENCE, *** FABRIC (48")	16,090	LF	

County : Alamance

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0073	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	1,036 EA		
0074	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	208 EA		
0075	3628000000-E	876	RIP RAP, CLASS I	287 TON		
0076	3649000000-E	876	RIP RAP, CLASS B	131 TON		
0077	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	807 SY		
0078	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	573 LF		
0079	4096000000-N	904	SIGN ERECTION, TYPE D	2 EA		
0080	4102000000-N	904	SIGN ERECTION, TYPE E	29 EA		
0081	4108000000-N	904	SIGN ERECTION, TYPE F	7 EA		
0082	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	1 EA		
0083	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	405 SF		
0084	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	144 SF		
0085	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	104 SF		
0086	4430000000-N	1130	DRUMS	140 EA		
0087	4435000000-N	1135	CONES	45 EA		
0088	4445000000-E	1145	BARRICADES (TYPE III)	220 LF		
0089	4455000000-N	1150	FLAGGER	80 DAY		
0090	4510000000-N	1190	LAW ENFORCEMENT	24 HR		
0091	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	331 EA		

County : Alamance

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0092	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	20,418 LF		
0093	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	24,196 LF		
0094	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	2,523 LF		
0095	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	1,441 LF		
0096	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	298 LF		
0097	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	69 EA		
0098	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)	640 LF		
0099	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	130,874 LF		
0100	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	7,660 LF		
0101	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	556 LF		
0102	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	89 EA		
0103	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	5,513 LF		
0104	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	552 EA		
0105	5325600000-E	1510	6" WATER LINE	560 LF		
0106	5326200000-E	1510	12" WATER LINE	1,000 LF		
0107	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	1,700 LB		
0108	5540000000-E	1515	6" VALVE	2 EA		



County : Alamance

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0109	5558000000-E	1515	12" VALVE	2 EA		
0110	5572200000-E	1515	12" TAPPING SLEEVE & VALVE	1 EA		
0111	5588000000-E	1515	** AIR RELEASE VALVE (12")	1 EA		
0112	5649000000-N	1515	RECONNECT WATER METER	4 EA		
0113	5666000000-N	1515	FIRE HYDRANT	1 EA		
0114	5686500000-E	1515	WATER SERVICE LINE	120 LF		
0115	5800000000-E	1530	ABANDON 6" UTILITY PIPE	520 LF		
0116	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,000 LF		
0117	5815500000-N	1530	REMOVE FIRE HYDRANT	1 EA		
0118	5835600000-E	1540	12" ENCASEMENT PIPE	80 LF		
0119	5835900000-E	1540	20" ENCASEMENT PIPE	100 LF		
0120	5872500000-E	1550	BORE AND JACK OF *** (12")	80 LF		
0121	5872500000-E	1550	BORE AND JACK OF *** (20")	100 LF		
0122	5882000000-N	SP	GENERIC UTILITY ITEM 12" INSERT VALVE	2 EA		
0123	6000000000-E	1605	TEMPORARY SILT FENCE	13,160 LF		
0124	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	465 TON		
0125	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	3,000 TON		
0126	6012000000-E	1610	SEDIMENT CONTROL STONE	1,675 TON		
0127	6015000000-E	1615	TEMPORARY MULCHING	40 ACR		

County : Alamance

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0128	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	2,400 LB		
0129	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	13.5 TON		
0130	6024000000-E	1622	TEMPORARY SLOPE DRAINS	3,020 LF		
0131	6029000000-E	SP	SAFETY FENCE	2,200 LF		
0132	6030000000-E	1630	SILT EXCAVATION	12,540 CY		
0133	6036000000-E	1631	MATTING FOR EROSION CONTROL	31,000 SY		
0134	6037000000-E	SP	COIR FIBER MAT	1,000 SY		
0135	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	2,600 SY		
0136	6042000000-E	1632	1/4" HARDWARE CLOTH	2,730 LF		
0137	6069000000-E	1638	STILLING BASINS	155 CY		
0138	6070000000-N	1639	SPECIAL STILLING BASINS	2 EA		
0139	6071012000-E	SP	COIR FIBER WATTLE	3,080 LF		
0140	6071020000-E	SP	POLYACRYLAMIDE (PAM)	1,900 LB		
0141	6071030000-E	1640	COIR FIBER BAFFLE	4,400 LF		
0142	6071050000-E	SP	*** SKIMMER (1-1/2")	35 EA		
0143	6084000000-E	1660	SEEDING & MULCHING	40 ACR		
0144	6087000000-E	1660	MOWING	20 ACR		
0145	6090000000-E	1661	SEED FOR REPAIR SEEDING	450 LB		
0146	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1.25 TON		
0147	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	900 LB		

County : Alamance

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0148	6108000000-E	1665	FERTILIZER TOPDRESSING	26.5 TON		
0149	6111000000-E	SP	IMPERVIOUS DIKE	30 LF		
0150	6114500000-N	1667	SPECIALIZED HAND MOWING	25 MHR		
0151	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	50 EA		
0152	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	7 EA		
0153	6120000000-E	SP	CULVERT DIVERSION CHANNEL	135 CY		
0154	6123000000-E	1670	REFORESTATION	1 ACR		
0155	7060000000-E	1705	SIGNAL CABLE	2,275 LF		
0156	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	9 EA		
0157	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4 EA		
0158	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1 EA		
0159	7264000000-E	1710	MESSENGER CABLE (3/8")	625 LF		
0160	7300000000-E	1715	UNPAVED TRENCHING (*****) (2, 2")	1,400 LF		
0161	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	15 EA		
0162	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1,700 LF		
0163	7456000000-E	1726	LEAD-IN CABLE (***** (14-2)	3,725 LF		
0164	7576000000-N	SP	METAL STRAIN SIGNAL POLE	4 EA		
0165	7613000000-N	SP	SOIL TEST	4 EA		
0166	7614100000-E	SP	DRILLED PIER FOUNDATION	24 CY		

County : Alamance

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0167	7636000000-N	1745	SIGN FOR SIGNALS	4 EA		
0168	7684000000-N	1750	SIGNAL CABINET FOUNDATION	1 EA		
0169	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	1 EA		
0170	7780000000-N	1751	DETECTOR CARD (TYPE 2070L)	8 EA		
0171	7901000000-N	1753	CABINET BASE EXTENDER	1 EA		

**CULVERT ITEMS**

0172	8126000000-N	414	CULVERT EXCAVATION, STA ***** (207+85.77-L-)	Lump Sum	L.S.	
0173	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	141 TON		
0174	8196000000-E	420	CLASS A CONCRETE (CULVERT)	188.1 CY		
0175	8245000000-E	425	REINFORCING STEEL (CULVERT)	39,535 LB		

**STRUCTURE ITEMS**

0176	8112730000-N	450	PDA TESTING	1 EA		
0177	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	6,210 SF		
0178	8161000000-E	420	GROOVING BRIDGE FLOORS	6,938 SF		
0179	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	78.2 CY		
0180	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (227+33.50-L-)	Lump Sum	L.S.	
0181	8217000000-E	425	REINFORCING STEEL (BRIDGE)	11,512 LB		

County : Alamance

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0182	8280000000-E	440	APPROX ..... LBS STRUCTURAL STEEL	238,000 LS		
0183	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 14 X 73)	14 EA		
0184	8384000000-E	450	HP14X73 STEEL PILES	385 LF		
0185	8391000000-N	450	STEEL PILE POINTS	14 EA		
0186	8503000000-E	460	CONCRETE BARRIER RAIL	316.5 LF		
0187	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	1,459 TON		
0188	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	1,621 SY		
0189	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	

1053/Jun13/Q968298.75/D808532642000/E189

Total Amount Of Bid For Entire Project :

DBE GOAL SET: 11.00%  
DEB GOAL OBT: 11.60%

**Vendor 1 of 8: THALLE CONSTRUCTION CO., INC. (3424)**  
**Call Order 006 (Proposal: C204106)**

**Bid Information**

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**Proposal County:** ALAMANCE

**Vendor Address:** 900 NC Highway 86 North  
Hillsborough , North Carolina , 27278

**Signature Check:** Stephen\_Kohler\_3424

**Time Bid Received:** July 17, 2018 01:55 PM

**Amendment Count:** 0

**Bid Checksum:** 3B40F02B

**Bid Total:** \$8,151,660.80

**Items Total:** \$8,151,660.80

**Time Total:** \$0.00

**Bidding Errors:**

Item Warning : item 0028000000-N (Line# 0004) quantity  
Item Warning : item 6006000000-E (Line# 0124) quantity  
Item Warning : item 8503000000-E (Line# 0186) quantity

Vendor 1 of 8: THALLE CONSTRUCTION CO., INC. (3424)  
Call Order 006 (Proposal: C204106)

Bid Bond Information

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**Projects:**

**Counties:**

**Bond ID:** SNC18150369

**Paid by Check:** No

**Bond Percent:** 5%

**Bond Maximum:**

**State of Incorporation:**

**Agency Execution Date:** 7/6/2018 3

**Surety Name:** surety2000

**Bond Agency Name:** Federal Insurance Company

Bidder 1 of 8

Vendor 3424's Bid Information for Call 006, Letting L180717, 07/17/18

Thalle Construction Company (3424)  
Call Order 006 (Proposal ID C204106)

## LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
WB 12802	NICKELSTON INDUSTRIES INC POST OFFICE BOX 133 , LAWSONVILLE, NC 27022		Sub 163,120.00	COMMITTED
WB 4247	SEAL BROTHERS CONTRACTING LLC 131 W. CLEVE STREET , MOUNT AIRY, NC 27030		Sub 80,078.50	COMMITTED
MB 11572	CRUZ BROTHERS CONCRETE, INC. 1572 PAYNE ROAD/LOT 75 LOT 75 , GRAHAM, NC 27253		Sub 77,461.50	COMMITTED
WB 12701	FARMER TRANSPORT, LLC 319 CITY STORE ROAD , REIDSVILLE, NC 27320		Sub 167,031.86	COMMITTED
MB 9602	CAROLINA TRANSPORT OF GREENSBOR 347 SOUTH CHERRY STREET , KERNERSVILLE, NC 27284		Sub 14,700.00	COMMITTED
MB 7612	BURUCA TRUCKING INC 165 WILLOW RIDGE DRIVE , SANFORD, NC 27332		Sub 52,000.00	COMMITTED
MB 8851	EDDIE M GUTIERREZ DBA QUALITY T P.O. BOX 848 , HAW RIVER, NC 27258		Sub 52,000.00	COMMITTED
MB 15521	4 D CONSTRUCTION P.O. BOX 806 , MAXTON, NC 28364		Sub 90,539.21	COMMITTED
MB 15755	GOSALIA CONCRETE CONSTRUCTORS I SUITE 200 WESTSHORE BLVD , TAMPA, FL 33607		Sub 25,953.00	COMMITTED
MB 12257	ALAMANCE STRIPING & EQUIPMENT L 2650 TABACCO ROAD , SNOW CAMP, NC 27349		Sub 118,827.40	COMMITTED
MB 2052	JAMES L TURNER MASONRY 4622 COBB RD , LIBERTY, NC 27298		Sub 103,775.00	COMMITTED
TOTAL:			\$945,486.47 11.60%	

Vendor 3424's Bid Information for Call 006, Letting L180717, 07/17/18

Thalle Construction Company (3424)  
Call Order 006 (Proposal ID C204106)

## Miscellaneous Data Info - Contractor Responses:

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## NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

## AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

It is the desire of the Bidder to be awarded contracts, the value of which



Bidder 1 of 8

will not exceed a total of NOT ANSWERED 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
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

Bid Bond Data Info - Contractor Responses:

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BondID: SNC18150369  
Surety Registry Agency: surety2000  
Verified?: Yes  
Surety Agency: Federal Insurance Company  
Bond Execution Date: 7/6/2018 3  
Bond Amount: \$407,583.04 (Five Percent of Bid)

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity		
		and Units	Dollars   Cts	Dollars  Ct
Section 0001 NPAR ( City of Mebane)				
Alt Group				
0001	0000100000-N MOBILIZATIO N	LUMP	LUMP	390,000.00
0002	0000400000-N CONSTRUCTIO N SURVEYING	LUMP	LUMP	100,000.00
0003	0022000000-E UNCLASSIFIE D EXCAVATION	166,025.000 CY	4.000000	664,100.00
0004	0028000000-N TYPE I STANDARD APPROACH FILL STATION ***** (227+33.50)	LUMP	LUMP	48,000.00
0005	0036000000-E UNDERCUT EXCAVATION	11,850.000 CY	2.000000	23,700.00
0006	0050000000-E SUPPLEMENTA RY CLEARING & GRUB-BING	1.000 ACR	8,350.000000	8,350.00
0007	0063000000-N GRADING	LUMP	LUMP	470,000.00
0008	0134000000-E DRAINAGE DITCH EXCAVATION	22,680.000 CY	3.750000	85,050.00
0009	0141000000-E BERM DITCH CONSTRUCTION	1,120.000 LF	5.400000	6,048.00
0010	0192000000-N PROOF ROLLING	10.000 HR	310.000000	3,100.00

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity		
		and Units	Dollars   Cts	Dollars  Ct
0011	0195000000-E SELECT GRANULAR MATERIAL	8,600.000 CY	32.00000	275,200.00
0012	0196000000-E GEOTEXTILE FOR SOIL STABILIZA-TION	11,100.000 SY	1.60000	17,760.00
0013	0318000000-E FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	400.000 TON	37.17000	14,868.00
0014	0320000000-E FOUNDATION CONDITIONING GEO- TEXTILE	1,250.000 SY	1.40000	1,750.00
0015	0343000000-E 15" SIDE DRAIN PIPE	420.000 LF	66.00000	27,720.00
0016	0344000000-E 18" SIDE DRAIN PIPE	648.000 LF	68.00000	44,064.00
0017	0348000000-E *** SIDE DRAIN PIPE ELBOWS (15")	4.000 EA	575.00000	2,300.00
0018	0348000000-E *** SIDE DRAIN PIPE ELBOWS (18")	10.000 EA	750.00000	7,500.00
0019	0366000000-E 15" RC PIPE CULVERTS, CLASS III	352.000 LF	62.00000	21,824.00
0020	0372000000-E 18" RC PIPE CULVERTS, CLASS III	179.000 LF	63.00000	11,277.00
0021	0378000000-E 24" RC PIPE CULVERTS, CLASS III	530.000 LF	85.00000	45,050.00
0022	0384000000-E 30" RC PIPE CULVERTS, CLASS III	240.000 LF	102.00000	24,480.00

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity		
		and Units	Dollars   Cts	Dollars  Ct
0023	0390000000-E 36" RC PIPE CULVERTS, CLASS III	160.000	130.00000	20,800.00
	LF			
0024	0396000000-E 42" RC PIPE CULVERTS, CLASS III	232.000	175.00000	40,600.00
	LF			
0025	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	740.000	60.00000	44,400.00
	LF			
0026	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	111.000	105.00000	11,655.00
	LF			
0027	0448500000-E 30" RC PIPE CULVERTS, CLASS IV	123.000	125.00000	15,375.00
	LF			
0028	0995000000-E PIPE REMOVAL	278.000	40.00000	11,120.00
	LF			
0029	1044000000-E LIME TREATED SOIL (SLURRY METHOD)	16,540.000	2.90000	47,966.00
	SY			
0030	1066000000-E LIME FOR LIME TREATED SOIL	170.000	219.00000	37,230.00
	TON			
0031	1099500000-E SHALLOW UNDERCUT	500.000	8.00000	4,000.00
	CY			
0032	1099700000-E CLASS IV SUBGRADE STABILIZA- TION	1,000.000	20.50000	20,500.00
	TON			
0033	1110000000-E STABILIZER AGGREGATE	500.000	24.50000	12,250.00
	TON			
0034	1115000000-E GEOTEXTILE FOR PAVEMENT STA- BILIZATION	8,379.000	4.00000	33,516.00
	SY			

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity	-----	-----
		and Units	Dollars   Cts	Dollars  Ct
0035	1121000000-E AGGREGATE BASE COURSE	20,200.000 TON	36.00000	727,200.00
0036	1176000000-E SOIL CEMENT BASE	16,540.000 SY	2.80000	46,312.00
0037	1187000000-E PORTLAND CEMENT FOR SOIL CE- MENT BASE	460.000 TON	190.00000	87,400.00
0038	1209000000-E ASPHALT CURING SEAL	4,970.000 GAL	3.10000	15,407.00
0039	1220000000-E INCIDENTAL STONE BASE	1,000.000 TON	0.01000	10.00
0040	1275000000-E PRIME COAT	14,283.000 GAL	3.00000	42,849.00
0041	1330000000-E INCIDENTAL MILLING	1,500.000 SY	8.85000	13,275.00
0042	1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C	2,300.000 TON	55.00000	126,500.00
0043	1503000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	8,030.000 TON	47.00000	377,410.00
0044	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	7,490.000 TON	50.00000	374,500.00
0045	1575000000-E ASPHALT BINDER FOR PLANT MIX	980.000 TON	570.00000	558,600.00
0046	1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR	500.000 TON	0.01000	5.00

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity		
		and Units	Dollars   Cts	Dollars  Ct
0047	2022000000-E SUBDRAIN EXCAVATION	112.000 CY	23.00000	2,576.00
0048	2026000000-E GEOTEXTILE FOR SUBSURFACE DRAINS	500.000 SY	1.85000	925.00
0049	2036000000-E SUBDRAIN COARSE AGGREGATE	84.000 CY	38.00000	3,192.00
0050	2044000000-E 6" PERFORATED SUBDRAIN PIPE	500.000 LF	8.50000	4,250.00
0051	2070000000-N SUBDRAIN PIPE OUTLET	1.000 EA	600.00000	600.00
0052	2077000000-E 6" OUTLET PIPE	6.000 LF	25.00000	150.00
0053	2143000000-E BLOTTING SAND	10.000 TON	25.60000	256.00
0054	2209000000-E ENDWALLS	15.000 CY	2,100.00000	31,500.00
0055	2286000000-N MASONRY DRAINAGE STRUCTURES	22.000 EA	2,900.00000	63,800.00
0056	2308000000-E MASONRY DRAINAGE STRUCTURES	13.700 LF	335.00000	4,589.50
0057	2364200000-N FRAME WITH TWO GRATES, STD 840.20	12.000 EA	925.00000	11,100.00
0058	2365000000-N FRAME WITH TWO GRATES, STD 840.22	4.000 EA	905.00000	3,620.00

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0059	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	1.000 EA	1,050.00000	1,050.00
0060	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	3.000 EA	1,050.00000	3,150.00
0061	2396000000-N FRAME WITH COVER, STD 840.54	2.000 EA	825.00000	1,650.00
0062	2462000000-E *** SLUICE GATE (18")	6.000 EA	6,000.00000	36,000.00
0063	2535000000-E ***X *** CONCRETE CURB (8" X 18")	90.000 LF	26.25000	2,362.50
0064	2542000000-E 1'-6" CONCRETE CURB & GUTTER	1,620.000 LF	16.90000	27,378.00
0065	2549000000-E 2'-6" CONCRETE CURB & GUTTER	260.000 LF	20.85000	5,421.00
0066	2556000000-E SHOULDER BERM GUTTER	2,015.000 LF	20.00000	40,300.00
0067	3030000000-E STEEL BEAM GUARDRAIL	6,150.000 LF	16.60000	102,090.00
0068	3045000000-E STEEL BEAM GUARDRAIL, SHOP CURVED	350.000 LF	17.60000	6,160.00
0069	3150000000-N ADDITIONAL GUARDRAIL POSTS	10.000 EA	35.00000	350.00
0070	3287000000-N GUARDRAIL END UNITS, TYPE TL-3	14.000 EA	2,800.00000	39,200.00

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity		
		and Units	Dollars   Cts	Dollars  Ct
0071	3317000000-N GUARDRAIL ANCHOR UNITS, TYPE B-77	4.000	1,750.00000	7,000.00
		EA		
0072	3500000000-E WOVEN WIRE FENCE, **" FABRIC (48")	16,090.000	3.25000	52,292.50
		LF		
0073	3509000000-E 4" TIMBER FENCE POSTS, 7'-6" LONG	1,036.000	21.50000	22,274.00
		EA		
0074	3515000000-E 5" TIMBER FENCE POSTS, 8'-0" LONG	208.000	26.50000	5,512.00
		EA		
0075	3628000000-E RIP RAP, CLASS I	287.000	75.37000	21,631.19
		TON		
0076	3649000000-E RIP RAP, CLASS B	131.000	90.21000	11,817.51
		TON		
0077	3656000000-E GEOTEXTILE FOR DRAINAGE	807.000	2.30000	1,856.10
		SY		
0078	4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL	573.000	5.05000	2,893.65
		LF		
0079	4096000000-N SIGN ERECTION, TYPE D	2.000	135.00000	270.00
		EA		
0080	4102000000-N SIGN ERECTION, TYPE E	29.000	85.00000	2,465.00
		EA		
0081	4108000000-N SIGN ERECTION, TYPE F	7.000	110.00000	770.00
		EA		
0082	4155000000-N DISPOSAL OF SIGN SYSTEM, U- CHANNEL	1.000	5.00000	5.00
		EA		



Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity	-----	-----
		and Units	Dollars   Cts	Dollars  Ct
0083	4400000000-E WORK ZONE SIGNS (STATIONARY)	405.000	9.60000	3,888.00
		SF		
0084	4405000000-E WORK ZONE SIGNS (PORTABLE)	144.000	8.85000	1,274.40
		SF		
0085	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	104.000	8.50000	884.00
		SF		
0086	4430000000-N DRUMS	140.000	41.00000	5,740.00
		EA		
0087	4435000000-N CONES	45.000	16.00000	720.00
		EA		
0088	4445000000-E BARRICADES (TYPE III)	220.000	24.00000	5,280.00
		LF		
0089	4455000000-N FLAGGER	80.000	275.00000	22,000.00
		DAY		
0090	4510000000-N LAW ENFORCEMENT	24.000	40.00000	960.00
		HR		
0091	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	331.000	3.00000	993.00
		EA		
0092	4685000000-E THERMOPLAST IC PAVEMENT MARKING LINES (4", 90 MILS)	20,418.000	0.90000	18,376.20
		LF		
0093	4686000000-E THERMOPLAST IC PAVEMENT MARKING LINES (4", 120 MILS)	24,196.000	0.95000	22,986.20
		LF		
0094	4695000000-E THERMOPLAST IC PAVEMENT MARKING LINES (8", 90 MILS)	2,523.000	2.00000	5,046.00
		LF		

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity	Dollars   Cts	Dollars   Ct
		and Units		
0095	4700000000-E THERMOPLAST IC PAVEMENT MARKING LINES (12", 90 MILS)	1,441.000 LF	5.00000	7,205.00
0096	4710000000-E THERMOPLAST IC PAVEMENT MARKING LINES (24", 120 MILS)	298.000 LF	12.00000	3,576.00
0097	4725000000-E THERMOPLAST IC PAVEMENT MARKING SYMBOL (90 MILS)	69.000 EA	120.00000	8,280.00
0098	4770000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)	640.000 LF	6.00000	3,840.00
0099	4810000000-E PAINT PAVEMENT MARKING LINES (4")	130,874.000 LF	0.25000	32,718.50
0100	4820000000-E PAINT PAVEMENT MARKING LINES (8")	7,660.000 LF	0.50000	3,830.00
0101	4835000000-E PAINT PAVEMENT MARKING LINES (24")	556.000 LF	4.00000	2,224.00
0102	4845000000-N PAINT PAVEMENT MARKING SYMBOL	89.000 EA	60.00000	5,340.00
0103	4850000000-E REMOVAL OF PAVEMENT MARKING LINES (4")	5,513.000 LF	0.50000	2,756.50
0104	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	552.000 EA	3.00000	1,656.00
0105	5325600000-E 6" WATER LINE	560.000 LF	48.00000	26,880.00

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity	-----	-----
		and Units	Dollars   Cts	Dollars  Ct
0106	5326200000-E 12" WATER LINE	1,000.000 LF	70.00000	70,000.00
0107	5329000000-E DUCTILE IRON WATER PIPE FITTINGS	1,700.000 LB	5.20000	8,840.00
0108	5540000000-E 6" VALVE	2.000 EA	1,500.00000	3,000.00
0109	5558000000-E 12" VALVE	2.000 EA	3,200.00000	6,400.00
0110	5572200000-E 12" TAPPING SLEEVE & VALVE	1.000 EA	16,000.00000	16,000.00
0111	5588000000-E *" AIR RELEASE VALVE (12")	1.000 EA	8,200.00000	8,200.00
0112	5649000000-N RECONNECT WATER METER	4.000 EA	500.00000	2,000.00
0113	5666000000-N FIRE HYDRANT	1.000 EA	5,000.00000	5,000.00
0114	5686500000-E WATER SERVICE LINE	120.000 LF	18.00000	2,160.00
0115	5800000000-E ABANDON 6" UTILITY PIPE	520.000 LF	10.00000	5,200.00
0116	5804000000-E ABANDON 12" UTILITY PIPE	1,000.000 LF	13.00000	13,000.00
0117	5815500000-N REMOVE FIRE HYDRANT	1.000 EA	1,000.00000	1,000.00

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity		
		and Units	Dollars   Cts	Dollars  Ct
0118	5835600000-E 12" ENCASEMENT PIPE	80.000	130.00000	10,400.00
	LF			
0119	5835900000-E 20" ENCASEMENT PIPE	100.000	85.00000	8,500.00
	LF			
0120	5872500000-E BORE AND JACK OF *** (12")	80.000	625.00000	50,000.00
	LF			
0121	5872500000-E BORE AND JACK OF *** (20")	100.000	765.00000	76,500.00
	LF			
0122	5882000000-N GENERIC UTILITY ITEM 12" INSERT VALVE	2.000	21,000.00000	42,000.00
	EA			
0123	6000000000-E TEMPORARY SILT FENCE	13,160.000	2.15000	28,294.00
	LF			
0124	6006000000-E STONE FOR EROSION CONTROL, CLASS A	465.000	35.00000	16,275.00
	TON			
0125	6009000000-E STONE FOR EROSION CONTROL, CLASS B	3,000.000	35.50000	106,500.00
	TON			
0126	6012000000-E SEDIMENT CONTROL STONE	1,675.000	35.00000	58,625.00
	TON			
0127	6015000000-E TEMPORARY MULCHING	40.000	800.00000	32,000.00
	ACR			
0128	6018000000-E SEED FOR TEMPORARY SEEDING	2,400.000	3.00000	7,200.00
	LB			
0129	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	13.500	900.00000	12,150.00
	TON			

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity		
		and Units	Dollars   Cts	Dollars   Ct
0130	6024000000-E TEMPORARY SLOPE DRAINS	3,020.000	8.00000	24,160.00
		LF		
0131	6029000000-E SAFETY FENCE	2,200.000	1.80000	3,960.00
		LF		
0132	6030000000-E SILT EXCAVATION	12,540.000	0.01000	125.40
		CY		
0133	6036000000-E MATTING FOR EROSION CONTROL	31,000.000	1.34000	41,540.00
		SY		
0134	6037000000-E COIR FIBER MAT	1,000.000	4.00000	4,000.00
		SY		
0135	6038000000-E PERMANENT SOIL REINFORCEMENT MAT	2,600.000	3.00000	7,800.00
		SY		
0136	6042000000-E 1/4" HARDWARE CLOTH	2,730.000	3.00000	8,190.00
		LF		
0137	6069000000-E STILLING BASINS	155.000	9.00000	1,395.00
		CY		
0138	6070000000-N SPECIAL STILLING BASINS	2.000	1,500.00000	3,000.00
		EA		
0139	6071012000-E COIR FIBER WATTLE	3,080.000	6.00000	18,480.00
		LF		
0140	6071020000-E POLYACRYLAMIDE (PAM)	1,900.000	5.00000	9,500.00
		LB		
0141	6071030000-E COIR FIBER BAFFLE	4,400.000	4.00000	17,600.00
		LF		

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity		
		and Units	Dollars   Cts	Dollars  Ct
0142	6071050000-E *** SKIMMER (1-1/2")	35.000	1,301.67000	45,558.45
	EA			
0143	6084000000-E SEEDING & MULCHING	40.000	1,980.00000	79,200.00
	ACR			
0144	6087000000-E MOWING	20.000	0.01000	0.20
	ACR			
0145	6090000000-E SEED FOR REPAIR SEEDING	450.000	2.00000	900.00
	LB			
0146	6093000000-E FERTILIZER FOR REPAIR SEEDING	1.250	2,000.00000	2,500.00
	TON			
0147	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	900.000	4.00000	3,600.00
	LB			
0148	6108000000-E FERTILIZER TOPDRESSING	26.500	600.00000	15,900.00
	TON			
0149	6111000000-E IMPERVIOUS DIKE	30.000	105.00000	3,150.00
	LF			
0150	6114500000-N SPECIALIZED HAND MOWING	25.000	110.00000	2,750.00
	MHR			
0151	6117000000-N RESPONSE FOR EROSION CONTROL	50.000	125.00000	6,250.00
	EA			
0152	6117500000-N CONCRETE WASHOUT STRUCTURE	7.000	1,200.00000	8,400.00
	EA			
0153	6120000000-E CULVERT DIVERSION CHANNEL	135.000	45.00000	6,075.00
	CY			

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity	-----	-----
		and Units	Dollars   Cts	Dollars  Ct
0154	6123000000-E REFORESTATI ON	1.000	2,000.00000	2,000.00
	ACR			
0155	7060000000-E SIGNAL CABLE	2,275.000	3.90000	8,872.50
	LF			
0156	7120000000-E VEHICLE SIGNAL HEAD (12", 3 SECTION)	9.000	595.40000	5,358.60
	EA			
0157	7132000000-E VEHICLE SIGNAL HEAD (12", 4 SECTION)	4.000	737.17000	2,948.68
	EA			
0158	7144000000-E VEHICLE SIGNAL HEAD (12", 5 SECTION)	1.000	1,004.47000	1,004.47
	EA			
0159	7264000000-E MESSENGER CABLE (3/8")	625.000	4.10000	2,562.50
	LF			
0160	7300000000-E UNPAVED TRENCHING (***** (2, 2")	1,400.000	10.30000	14,420.00
	LF			
0161	7324000000-N JUNCTION BOX (STANDARD SIZE)	15.000	280.50000	4,207.50
	EA			
0162	7444000000-E INDUCTIVE LOOP SAWCUT	1,700.000	5.60000	9,520.00
	LF			
0163	7456000000-E LEAD-IN CABLE (***** (14-2)	3,725.000	4.00000	14,900.00
	LF			
0164	7576000000-N METAL STRAIN SIGNAL POLE	4.000	8,000.00000	32,000.00
	EA			
0165	7613000000-N SOIL TEST	4.000	1,350.00000	5,400.00
	EA			

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0166	7614100000-E DRILLED PIER FOUNDATION	24.000 CY	840.00000	20,160.00
0167	7636000000-N SIGN FOR SIGNALS	4.000 EA	260.00000	1,040.00
0168	7684000000-N SIGNAL CABINET FOUNDATION	1.000 EA	1,000.00000	1,000.00
0169	7756000000-N CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	1.000 EA	13,000.00000	13,000.00
0170	7780000000-N DETECTOR CARD (TYPE 2070L)	8.000 EA	100.00000	800.00
0171	7901000000-N CABINET BASE EXTENDER	1.000 EA	350.00000	350.00
Section 0001 Total				6,710,754.05

## Section 0002 CULVERT ITEMS

## Alt Group

0172	8126000000-N CULVERT EXCAVATION, STA ***** (207+85.77-L-)	LUMP	LUMP	42,000.00
0173	8133000000-E FOUNDATION CONDITIONING MATER-IAL, BOX CULVERT	141.000 TON	28.00000	3,948.00
0174	8196000000-E CLASS A CONCRETE (CULVERT)	188.100 CY	950.00000	178,695.00
0175	8245000000-E REINFORCING STEEL (CULVERT)	39,535.000 LB	0.01000	395.35



Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity		
		and Units	Dollars   Cts	Dollars  Ct
+-----+-----+-----+-----+-----+				
	Section 0002 Total			225,038.35
+-----+-----+-----+-----+-----+				
Section 0004                STRUCTURE ITEMS				
Alt Group				
+-----+-----+-----+-----+-----+				
0176	8112730000-N PDA TESTING	1.000	3,500.00000	3,500.00
	EA			
+-----+-----+-----+-----+-----+				
0177	8147000000-E REINFORCED CONCRETE DECK SLAB	6,210.000	45.00000	279,450.00
	SF			
+-----+-----+-----+-----+-----+				
0178	8161000000-E GROOVING BRIDGE FLOORS	6,938.000	0.65000	4,509.70
	SF			
+-----+-----+-----+-----+-----+				
0179	8182000000-E CLASS A CONCRETE (BRIDGE)	78.200	950.00000	74,290.00
	CY			
+-----+-----+-----+-----+-----+				
0180	8210000000-N BRIDGE APPROACH SLABS, STATION***** (227+33.50-L-)	LUMP	LUMP	55,000.00
+-----+-----+-----+-----+-----+				
0181	8217000000-E REINFORCING STEEL (BRIDGE)	11,512.000	1.20000	13,814.40
	LB			
+-----+-----+-----+-----+-----+				
0182	8280000000-E APPROX ..... LBS STRUCTURALSTEEL	LUMP	LUMP	647,000.00
+-----+-----+-----+-----+-----+				
0183	8328200000-E PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 14 X 73)	14.000	650.00000	9,100.00
	EA			
+-----+-----+-----+-----+-----+				
0184	8384000000-E HP14X73 STEEL PILES	385.000	75.00000	28,875.00
	LF			
+-----+-----+-----+-----+-----+				

Contract ID: C204106

Project(s): STP-0119(8)

Letting Date: 07-17-18 Call Order: 006

Bidder: 3424 - Thalle Construction Company

+-----+							
Line	Item	Approx.	Unit Price		Bid Amount		
No.	Description	Quantity	-----		-----		
		and Units	Dollars	Cts	Dollars	Ct	
+-----+							
0185	8391000000-N STEEL PILE POINTS	14.000	115.00000		1,610.00		
		EA					
+-----+							
0186	8503000000-E CONCRETE BARRIER RAIL	316.500	85.00000		26,902.50		
		LF					
+-----+							
0187	8608000000-E RIP RAP CLASS II (2'-0" THICK)	1,459.000	42.00000		61,278.00		
		TON					
+-----+							
0188	8622000000-E GEOTEXTILE FOR DRAINAGE	1,621.000	2.80000		4,538.80		
		SY					
+-----+							
0189	8657000000-N ELASTOMERIC BEARINGS				6,000.00		
		LUMP	LUMP				
+-----+							
	Section 0004 Total				1,215,868.40		
+-----+							
	Bid Total				8,151,660.80		
+-----+							

NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he, nor any official, agent or employee of the bidder 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 bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In addition, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the 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.

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. 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 NOT ANSWERED 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
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

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 COMMITMENT ITEMS

PAGE: 20

PROPOSAL: C204106  
 LETTING: L180717 CALL: 006  
 VENDOR: 3424 Thalle Construction Company

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
DBE SUBCONTRACTOR: 12802 NICKELSTON INDUSTRIES INC						
Will Use Quote: Yes						
0067	3030000000-E	STL BEAM GUA LF		6150.000	17.00000	104550.00
0068	3045000000-E	SBGR SHOP CU LF		350.000	20.00000	7000.00
0069	3150000000-N	ADDIT GUARDR EA		10.000	32.00000	320.00
0070	3287000000-N	GR END TYPE EA		14.000	3000.00000	42000.00
0071	3317000000-N	GR ANCHOR TY EA		4.000	1800.00000	7200.00
0001	0000100000-N	MOBILIZATION LS		1.000	2050.00000	2050.00
Guardrail mob						
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						163,120.00
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						163,120
DBE SUBCONTRACTOR: 4247 SEAL BROTHERS CONTRACTING LLC						
Will Use Quote: Yes						
0072	3500000000-E	WOVEN WIRE F LF		16090.000	3.25000	52292.50
0073	3509000000-E	4" TIMBER PO EA		1036.000	21.50000	22274.00
0074	3515000000-E	5" TIMBER PO EA		208.000	26.50000	5512.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						80,078.50
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						80,078.
DBE SUBCONTRACTOR: 11572 CRUZ BROTHERS CONCRETE, INC.						
Will Use Quote: Yes						
0063	2535000000-E	**"X**" CONC LF		90.000	26.25000	2362.50
0064	2542000000-E	1'-6" CONC C LF		1620.000	16.90000	27378.00
0065	2549000000-E	2'-6" CONC C LF		260.000	20.85000	5421.00
0066	2556000000-E	SHOULDER BER LF		2015.000	20.00000	40300.00
0001	0000100000-N	MOBILIZATION LS		1.000	2000.00000	2000.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						77,461.50
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						77,461.
DBE SUBCONTRACTOR: 12701 FARMER TRANSPORT, LLC						
Will Use Quote: Yes						
0011	0195000000-E	SELECT GRANU CY		8600.000	4.20000	36120.00
Hauling stone						
0035	1121000000-E	AGGREGATE BA TON		20200.000	2.60000	52520.00
Stone Haul						
0039	1220000000-E	INCIDENTAL S TON		1000.000	2.60000	2600.00
Stone haul						
0033	1110000000-E	STABILIZER A TON		500.000	2.60000	1300.00
Stone Haul						

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
0032	1099700000-E	CLASS IV SUB	TON	1000.000	2.60000	2600.00
		Stone Haul				
0003	0022000000-E	UNCLASSIFIED	CY	6827.000	3.62000	24713.74
		Dirt Haul				
0004	0028000000-N	TYPE I STAND	LS	1020.000	2.60000	2652.00
		Stone Haul				
0075	3628000000-E	RIP RAP, CLA	TON	287.000	10.30000	2956.10
		Stone Haul				
0187	8608000000-E	RIP RAP II (	TON	1459.000	10.30000	15027.70
		Stone haul				
0124	6006000000-E	EROS CONTRL	TON	465.000	6.17000	2869.05
		Stone haul				
0125	6009000000-E	EROS CONTRL	TON	3000.000	6.17000	18510.00
		Stone haul				
0126	6012000000-E	SEDIMENT CON	TON	1675.000	2.60000	4355.00
		Stone Haul				
0076	3649000000-E	RIP RAP, CLA	TON	131.000	6.17000	808.27
		Stone Haul				
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						167,031.86
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						167,031
DBE SUBCONTRACTOR: 9602 CAROLINA TRANSPORT OF GREENSBORO INC						
Will Use Quote: Yes						
0045	1575000000-E	ASP FOR PLAN	TON	980.000	15.00000	14700.00
		Asph Haul				
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						14,700.00
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						14,700.
DBE SUBCONTRACTOR: 7612 BURUCA TRUCKING INC						
Will Use Quote: Yes						
0043	1503000000-E	ASP CONC INT	TON	6500.000	8.00000	52000.00
		Asph Haul				
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						52,000.00
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						52,000.
DBE SUBCONTRACTOR: 8851 EDDIE M GUTIERREZ DBA QUALITY TURF						
Will Use Quote: Yes						
0044	1519000000-E	ASP CONC SUR	TON	6500.000	8.00000	52000.00
		Asph Haul				
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						52,000.00
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						52,000.

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
DBE SUBCONTRACTOR: 15521 4 D CONSTRUCTION						
Will Use Quote: Yes						
0177	8147000000-E	REINF CONCRE SF		6210.000	10.41000	64646.10
		Furnish & Insatll SIP & ReBar				
0181	8217000000-E	REINF STEEL LB		11512.000	0.78000	8979.36
		F&I Rebar				
0186	8503000000-E	CONCRETE BAR LF		316.500	20.53000	6497.75
		F&I Rebar				
0180	8210000000-N	BRG APPR SLA LS		1.000	10416.00000	10416.00
		F&I Rebar				
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						90,539.21
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						90,539.
DBE SUBCONTRACTOR: 15755 GOSALIA CONCRETE CONSTRUCTORS INC.						
Will Use Quote: Yes						
0186	8503000000-E	CONCRETE BAR LF		316.500	82.00000	25953.00
		Sip Barrier Rail				
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						25,953.00
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						25,953.
DBE SUBCONTRACTOR: 12257 ALAMANCE STRIPING & EQUIPMENT LLC ALAMANCE STRIPIN						
Will Use Quote: Yes						
0091	4650000000-N	TEMP RAISED EA		331.000	3.00000	993.00
0092	4685000000-E	THERMO PVT M LF		20418.000	0.90000	18376.20
0093	4686000000-E	THERMO PVT M LF		24196.000	0.95000	22986.20
0094	4695000000-E	THERMO PVT M LF		2523.000	2.00000	5046.00
0095	4700000000-E	12"WIDE THER LF		1441.000	5.00000	7205.00
0096	4710000000-E	24"WIDE THER LF		298.000	12.00000	3576.00
0097	4725000000-E	THERMO PVT S EA		69.000	120.00000	8280.00
0098	4770000000-E	4" COLD APPL LF		640.000	6.00000	3840.00
0099	4810000000-E	PAINT PVMT M LF		130874.000	0.25000	32718.50
0100	4820000000-E	PAINT PVMT M LF		7660.000	0.50000	3830.00
0101	4835000000-E	PAINT PVT MK LF		556.000	4.00000	2224.00
0102	4845000000-N	PAINT PVT MK EA		89.000	60.00000	5340.00
0103	4850000000-E	LINE REMOVAL LF		5513.000	0.50000	2756.50
0104	4900000000-N	PERM RAISED EA		552.000	3.00000	1656.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						118,827.40
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						118,827
DBE SUBCONTRACTOR: 2052 JAMES L TURNER MASONRY						
Will Use Quote: Yes						
0054	2209000000-E	ENDWALLS CY		15.000	1000.00000	15000.00
0055	2286000000-N	MASNRY DRAIN EA		22.000	2200.00000	48400.00
0056	2308000000-E	MASNRY DRAIN LF		13.700	750.00000	10275.00

## DBE COMMITMENT ITEMS

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LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
0057	2364200000-N	FRAME W/2GRT	EA	12.000	995.00000	11940.00
0058	2365000000-N	FRAME W/2GRT	EA	4.000	995.00000	3980.00
0059	2374000000-N	FRAME-GRT-HD	EA	1.000	995.00000	995.00
0060	2374000000-N	FRAME-GRT-HD	EA	3.000	995.00000	2985.00
0061	2396000000-N	FRAME W/COVE	EA	2.000	1000.00000	2000.00
0001	0000100000-N	MOBILIZATION	LS	1.000	8200.00000	8200.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						103,775.00
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						103,775

TOTAL DBE COMMITMENT FOR VENDOR:	Entered:	11.60% or	945486.47
	Required:	11.00% or	896682.69
		<GOAL MET>	



THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

Item Warning : item 0028000000-N (Line# 0004) quantity overcommitted by DBE'  
Item Warning : item 6006000000-E (Line# 0124) quantity overcommitted by Sing  
Item Warning : item 8503000000-E (Line# 0186) quantity overcommitted by Sing

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

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## Contract Item Sheets For C204106

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	390,000.00	390,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	100,000.00	100,000.00
0003	0022000000-E	225	UNCLASSIFIED EXCAVATION	166,025 CY	4.00	664,100.00
0004	0028000000-N	SP	TYPE I STANDARD APPROACH FILL STATION ***** (227+33.50)	Lump Sum LS	48,000.00	48,000.00
0005	0036000000-E	225	UNDERCUT EXCAVATION	11,850 CY	2.00	23,700.00
0006	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	8,350.00	8,350.00
0007	0063000000-N	SP	GRADING	Lump Sum LS	470,000.00	470,000.00
0008	0134000000-E	240	DRAINAGE DITCH EXCAVATION	22,680 CY	3.75	85,050.00
0009	0141000000-E	240	BERM DITCH CONSTRUCTION	1,120 LF	5.40	6,048.00
0010	0192000000-N	260	PROOF ROLLING	10 HR	310.00	3,100.00
0011	0195000000-E	265	SELECT GRANULAR MATERIAL	8,600 CY	32.00	275,200.00
0012	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	11,100 SY	1.60	17,760.00
0013	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	400 TON	37.17	14,868.00
0014	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	1,250 SY	1.40	1,750.00
0015	0343000000-E	310	15" SIDE DRAIN PIPE	420 LF	66.00	27,720.00
0016	0344000000-E	310	18" SIDE DRAIN PIPE	648 LF	68.00	44,064.00
0017	0348000000-E	310	*** SIDE DRAIN PIPE ELBOWS (15")	4 EA	575.00	2,300.00
0018	0348000000-E	310	*** SIDE DRAIN PIPE ELBOWS (18")	10 EA	750.00	7,500.00
0019	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	352 LF	62.00	21,824.00

## Contract Item Sheets For C204106

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0020	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	179 LF	63.00	11,277.00
0021	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	530 LF	85.00	45,050.00
0022	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	240 LF	102.00	24,480.00
0023	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	160 LF	130.00	20,800.00
0024	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	232 LF	175.00	40,600.00
0025	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	740 LF	60.00	44,400.00
0026	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	111 LF	105.00	11,655.00
0027	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	123 LF	125.00	15,375.00
0028	0995000000-E	340	PIPE REMOVAL	278 LF	40.00	11,120.00
0029	1044000000-E	501	LIME TREATED SOIL (SLURRY METHOD)	16,540 SY	2.90	47,966.00
0030	1066000000-E	501	LIME FOR LIME TREATED SOIL	170 TON	219.00	37,230.00
0031	1099500000-E	505	SHALLOW UNDERCUT	500 CY	8.00	4,000.00
0032	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	1,000 TON	20.50	20,500.00
0033	1110000000-E	510	STABILIZER AGGREGATE	500 TON	24.50	12,250.00
0034	1115000000-E	SP	GEOTEXTILE FOR PAVEMENT STABILIZATION	8,379 SY	4.00	33,516.00
0035	1121000000-E	520	AGGREGATE BASE COURSE	20,200 TON	36.00	727,200.00
0036	1176000000-E	542	SOIL CEMENT BASE	16,540 SY	2.80	46,312.00
0037	1187000000-E	542	PORTLAND CEMENT FOR SOIL CEMENT BASE	460 TON	190.00	87,400.00
0038	1209000000-E	543	ASPHALT CURING SEAL	4,970 GAL	3.10	15,407.00

## Contract Item Sheets For C204106

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0039	1220000000-E	545	INCIDENTAL STONE BASE	1,000 TON	0.01	10.00
0040	1275000000-E	600	PRIME COAT	14,283 GAL	3.00	42,849.00
0041	1330000000-E	607	INCIDENTAL MILLING	1,500 SY	8.85	13,275.00
0042	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	2,300 TON	55.00	126,500.00
0043	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	8,030 TON	47.00	377,410.00
0044	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	7,490 TON	50.00	374,500.00
0045	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	980 TON	570.00	558,600.00
0046	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON	0.01	5.00
0047	2022000000-E	815	SUBDRAIN EXCAVATION	112 CY	23.00	2,576.00
0048	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	500 SY	1.85	925.00
0049	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	84 CY	38.00	3,192.00
0050	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	500 LF	8.50	4,250.00
0051	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA	600.00	600.00
0052	2077000000-E	815	6" OUTLET PIPE	6 LF	25.00	150.00
0053	2143000000-E	818	BLOTTING SAND	10 TON	25.60	256.00
0054	2209000000-E	838	ENDWALLS	15 CY	2,100.00	31,500.00
0055	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	22 EA	2,900.00	63,800.00
0056	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	13.7 LF	335.00	4,589.50
0057	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	12 EA	925.00	11,100.00

## Contract Item Sheets For C204106

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0058	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	4 EA	905.00	3,620.00
0059	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	1 EA	1,050.00	1,050.00
0060	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	3 EA	1,050.00	3,150.00
0061	2396000000-N	840	FRAME WITH COVER, STD 840.54	2 EA	825.00	1,650.00
0062	2462000000-E	836	*** SLUICE GATE (18")	6 EA	6,000.00	36,000.00
0063	2535000000-E	846	***X *** CONCRETE CURB (8" X 18")	90 LF	26.25	2,362.50
0064	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	1,620 LF	16.90	27,378.00
0065	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	260 LF	20.85	5,421.00
0066	2556000000-E	846	SHOULDER BERM GUTTER	2,015 LF	20.00	40,300.00
0067	3030000000-E	862	STEEL BEAM GUARDRAIL	6,150 LF	16.60	102,090.00
0068	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	350 LF	17.60	6,160.00
0069	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA	35.00	350.00
0070	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	14 EA	2,800.00	39,200.00
0071	3317000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE B-77	4 EA	1,750.00	7,000.00
0072	3500000000-E	866	WOVEN WIRE FENCE, *** FABRIC (48")	16,090 LF	3.25	52,292.50
0073	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	1,036 EA	21.50	22,274.00
0074	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	208 EA	26.50	5,512.00
0075	3628000000-E	876	RIP RAP, CLASS I	287 TON	75.37	21,631.19

## Contract Item Sheets For C204106

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0076	3649000000-E	876	RIP RAP, CLASS B	131 TON	90.21	11,817.51
0077	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	807 SY	2.30	1,856.10
0078	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	573 LF	5.05	2,893.65
0079	4096000000-N	904	SIGN ERECTION, TYPE D	2 EA	135.00	270.00
0080	4102000000-N	904	SIGN ERECTION, TYPE E	29 EA	85.00	2,465.00
0081	4108000000-N	904	SIGN ERECTION, TYPE F	7 EA	110.00	770.00
0082	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	1 EA	5.00	5.00
0083	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	405 SF	9.60	3,888.00
0084	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	144 SF	8.85	1,274.40
0085	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	104 SF	8.50	884.00
0086	4430000000-N	1130	DRUMS	140 EA	41.00	5,740.00
0087	4435000000-N	1135	CONES	45 EA	16.00	720.00
0088	4445000000-E	1145	BARRICADES (TYPE III)	220 LF	24.00	5,280.00
0089	4455000000-N	1150	FLAGGER	80 DAY	275.00	22,000.00
0090	4510000000-N	1190	LAW ENFORCEMENT	24 HR	40.00	960.00
0091	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	331 EA	3.00	993.00
0092	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	20,418 LF	0.90	18,376.20
0093	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	24,196 LF	0.95	22,986.20
0094	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	2,523 LF	2.00	5,046.00

## Contract Item Sheets For C204106

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0095	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	1,441 LF	5.00	7,205.00
0096	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	298 LF	12.00	3,576.00
0097	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	69 EA	120.00	8,280.00
0098	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)	640 LF	6.00	3,840.00
0099	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	130,874 LF	0.25	32,718.50
0100	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	7,660 LF	0.50	3,830.00
0101	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	556 LF	4.00	2,224.00
0102	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	89 EA	60.00	5,340.00
0103	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	5,513 LF	0.50	2,756.50
0104	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	552 EA	3.00	1,656.00
0105	5325600000-E	1510	6" WATER LINE	560 LF	48.00	26,880.00
0106	5326200000-E	1510	12" WATER LINE	1,000 LF	70.00	70,000.00
0107	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	1,700 LB	5.20	8,840.00
0108	5540000000-E	1515	6" VALVE	2 EA	1,500.00	3,000.00
0109	5558000000-E	1515	12" VALVE	2 EA	3,200.00	6,400.00
0110	5572200000-E	1515	12" TAPPING SLEEVE & VALVE	1 EA	16,000.00	16,000.00
0111	5588000000-E	1515	** AIR RELEASE VALVE (12")	1 EA	8,200.00	8,200.00
0112	5649000000-N	1515	RECONNECT WATER METER	4 EA	500.00	2,000.00

## Contract Item Sheets For C204106

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0113	5666000000-N	1515	FIRE HYDRANT	1 EA	5,000.00	5,000.00
0114	5686500000-E	1515	WATER SERVICE LINE	120 LF	18.00	2,160.00
0115	5800000000-E	1530	ABANDON 6" UTILITY PIPE	520 LF	10.00	5,200.00
0116	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,000 LF	13.00	13,000.00
0117	5815500000-N	1530	REMOVE FIRE HYDRANT	1 EA	1,000.00	1,000.00
0118	5835600000-E	1540	12" ENCASEMENT PIPE	80 LF	130.00	10,400.00
0119	5835900000-E	1540	20" ENCASEMENT PIPE	100 LF	85.00	8,500.00
0120	5872500000-E	1550	BORE AND JACK OF *** (12")	80 LF	625.00	50,000.00
0121	5872500000-E	1550	BORE AND JACK OF *** (20")	100 LF	765.00	76,500.00
0122	5882000000-N	SP	GENERIC UTILITY ITEM 12" INSERT VALVE	2 EA	21,000.00	42,000.00
0123	6000000000-E	1605	TEMPORARY SILT FENCE	13,160 LF	2.15	28,294.00
0124	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	465 TON	35.00	16,275.00
0125	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	3,000 TON	35.50	106,500.00
0126	6012000000-E	1610	SEDIMENT CONTROL STONE	1,675 TON	35.00	58,625.00
0127	6015000000-E	1615	TEMPORARY MULCHING	40 ACR	800.00	32,000.00
0128	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	2,400 LB	3.00	7,200.00
0129	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	13.5 TON	900.00	12,150.00
0130	6024000000-E	1622	TEMPORARY SLOPE DRAINS	3,020 LF	8.00	24,160.00
0131	6029000000-E	SP	SAFETY FENCE	2,200 LF	1.80	3,960.00



## Contract Item Sheets For C204106

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0132	6030000000-E	1630	SILT EXCAVATION	12,540 CY	0.01	125.40
0133	6036000000-E	1631	MATTING FOR EROSION CONTROL	31,000 SY	1.34	41,540.00
0134	6037000000-E	SP	COIR FIBER MAT	1,000 SY	4.00	4,000.00
0135	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	2,600 SY	3.00	7,800.00
0136	6042000000-E	1632	1/4" HARDWARE CLOTH	2,730 LF	3.00	8,190.00
0137	6069000000-E	1638	STILLING BASINS	155 CY	9.00	1,395.00
0138	6070000000-N	1639	SPECIAL STILLING BASINS	2 EA	1,500.00	3,000.00
0139	6071012000-E	SP	COIR FIBER WATTLE	3,080 LF	6.00	18,480.00
0140	6071020000-E	SP	POLYACRYLAMIDE (PAM)	1,900 LB	5.00	9,500.00
0141	6071030000-E	1640	COIR FIBER BAFFLE	4,400 LF	4.00	17,600.00
0142	6071050000-E	SP	*** SKIMMER (1-1/2")	35 EA	1,301.67	45,558.45
0143	6084000000-E	1660	SEEDING & MULCHING	40 ACR	1,980.00	79,200.00
0144	6087000000-E	1660	MOWING	20 ACR	0.01	0.20
0145	6090000000-E	1661	SEED FOR REPAIR SEEDING	450 LB	2.00	900.00
0146	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1.25 TON	2,000.00	2,500.00
0147	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	900 LB	4.00	3,600.00
0148	6108000000-E	1665	FERTILIZER TOPDRESSING	26.5 TON	600.00	15,900.00
0149	6111000000-E	SP	IMPERVIOUS DIKE	30 LF	105.00	3,150.00
0150	6114500000-N	1667	SPECIALIZED HAND MOWING	25 MHR	110.00	2,750.00
0151	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	50 EA	125.00	6,250.00
0152	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	7 EA	1,200.00	8,400.00

## Contract Item Sheets For C204106

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0153	6120000000-E	SP	CULVERT DIVERSION CHANNEL	135 CY	45.00	6,075.00
0154	6123000000-E	1670	REFORESTATION	1 ACR	2,000.00	2,000.00
0155	7060000000-E	1705	SIGNAL CABLE	2,275 LF	3.90	8,872.50
0156	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	9 EA	595.40	5,358.60
0157	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4 EA	737.17	2,948.68
0158	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1 EA	1,004.47	1,004.47
0159	7264000000-E	1710	MESSENGER CABLE (3/8")	625 LF	4.10	2,562.50
0160	7300000000-E	1715	UNPAVED TRENCHING (*****)(2, 2")	1,400 LF	10.30	14,420.00
0161	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	15 EA	280.50	4,207.50
0162	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1,700 LF	5.60	9,520.00
0163	7456000000-E	1726	LEAD-IN CABLE (*****)(14-2)	3,725 LF	4.00	14,900.00
0164	7576000000-N	SP	METAL STRAIN SIGNAL POLE	4 EA	8,000.00	32,000.00
0165	7613000000-N	SP	SOIL TEST	4 EA	1,350.00	5,400.00
0166	7614100000-E	SP	DRILLED PIER FOUNDATION	24 CY	840.00	20,160.00
0167	7636000000-N	1745	SIGN FOR SIGNALS	4 EA	260.00	1,040.00
0168	7684000000-N	1750	SIGNAL CABINET FOUNDATION	1 EA	1,000.00	1,000.00
0169	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	1 EA	13,000.00	13,000.00
0170	7780000000-N	1751	DETECTOR CARD (TYPE 2070L)	8 EA	100.00	800.00
0171	7901000000-N	1753	CABINET BASE EXTENDER	1 EA	350.00	350.00

## Contract Item Sheets For C204106

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0172	8126000000-N	414	CULVERT EXCAVATION, STA ***** (207+85.77-L-)	Lump Sum LS	42,000.00	42,000.00
0173	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	141 TON	28.00	3,948.00
0174	8196000000-E	420	CLASS A CONCRETE (CULVERT)	188.1 CY	950.00	178,695.00
0175	8245000000-E	425	REINFORCING STEEL (CULVERT)	39,535 LB	0.01	395.35

## Contract Item Sheets For C204106

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0176	8112730000-N	450	PDA TESTING	1 EA	3,500.00	3,500.00
0177	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	6,210 SF	45.00	279,450.00
0178	8161000000-E	420	GROOVING BRIDGE FLOORS	6,938 SF	0.65	4,509.70
0179	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	78.2 CY	950.00	74,290.00
0180	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (227+33.50-L-)	Lump Sum LS	55,000.00	55,000.00
0181	8217000000-E	425	REINFORCING STEEL (BRIDGE)	11,512 LB	1.20	13,814.40
0182	8280000000-E	440	APPROX ..... LBS STRUCTURAL STEEL	238,000 LS	647,000.00	647,000.00
0183	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 14 X 73)	14 EA	650.00	9,100.00
0184	8384000000-E	450	HP14X73 STEEL PILES	385 LF	75.00	28,875.00
0185	8391000000-N	450	STEEL PILE POINTS	14 EA	115.00	1,610.00
0186	8503000000-E	460	CONCRETE BARRIER RAIL	316.5 LF	85.00	26,902.50
0187	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	1,459 TON	42.00	61,278.00
0188	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	1,621 SY	2.80	4,538.80
0189	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum LS	6,000.00	6,000.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$8,151,660.80

**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**

Thalle Construction Construction Co., Inc.

Full name of Corporation

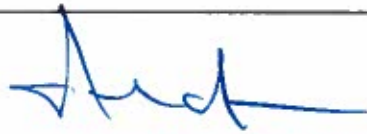
900 NC Highway 86 North, Hillsborough, NC 27278

Address as Prequalified

Attest

  
Secretary/Assistant Secretary  
Select appropriate title

By

  
President/Vice President/Assistant Vice President  
Select appropriate title

Larry A. Fantozzi

Print or type Signer's name

Stephen E. Kohler

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. C204106

County (ies): Alamance

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
  
F81B6038A47A442...  
Contract Officer

8/8/2018  
\_\_\_\_\_  
Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:  
  
A6A0E93463DE423...  
Attorney General

8/8/2018  
\_\_\_\_\_  
Date

Signature Sheet (Bid - Acceptance by Department)



Contract No.  
County

**C204106**

Alamance

Rev 5-17-11

Bond No. 8246-25-79 Federal Insurance Company  
Bond No. 015202974 Liberty Mutual Insurance Company

### CONTRACT PAYMENT BOND

Date of Payment Bond Execution	<u>July 30, 2018</u>
Name of Principal Contractor	<u>Thalle Construction Company, Inc.</u>
Name of Surety:	<u>Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889</u> <u>Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116</u>
Name of Contracting Body:	<u>North Carolina Department of Transportation</u>
	<u>Raleigh, North Carolina</u>
Amount of Bond:	<u>\$8,151,660.80</u>
Contract ID No.:	<u>C204106</u>
County Name:	<u>Alamance</u>

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No  
County

C204106

Alameda

Rev 5-17-11

**CONTRACT PAYMENT BOND**

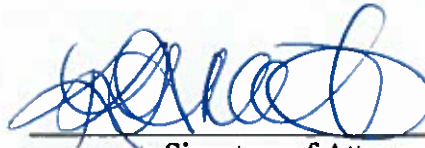
*Affix Seal of Surety Company*

Federal Insurance Company  
Liberty Mutual Insurance Company

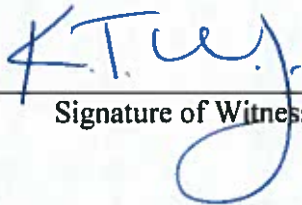
Print or type Surety Company Name

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

240 Cedar Knolls Road, Suite 202 Cedar Knolls, NJ 07927

Address of Attorney-in-Fact

Contract No.  
County

**C204106**

Alamance

Rev 5-17-11

**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

**Thalle Construction Company, Inc.**

Full name of Corporation

**900 NC 86 North, Hillsborough, NC 27278**

Address as prequalified

By

Signature of President, Vice President, Assistant Vice President  
Select appropriate title

**Peter K. Tully, Chief Executive Officer**

Print or type Signer's name

*Affix Corporate Seal*



Attest

Signature of Secretary, Assistant Secretary  
Select appropriate title

**Kenneth W. Tully**

Print or type Signer's name

Contract No.  
County

**C204106**

Alamance

Rev 5-17-11

Bond No. 8246-25-79 Federal Insurance Company

Bond No. 015202974 Liberty Mutual Insurance Company

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: July 30, 2018

Name of Principal Contractor: Thalle Construction Company, Inc.  
Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889  
Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

Name of Surety:

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

Amount of Bond: \$8,151,660.80

Contract ID No.: C204106

County Name: Alamance

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

**C204106**

Alamance

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

*Affix Seal of Surety Company*

Federal Insurance Company

Liberty Mutual Insurance Company

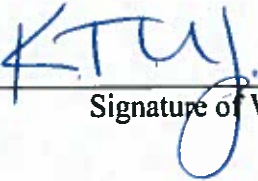
Print or type Surety Company Name

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

240 Cedar Knolls Road, Suite 202 Cedar Knolls, NJ 07927

Address of Attorney-in-Fact

Contract No.  
County

C204106

Alamance

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**  
**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

**Thalle Construction Company, Inc.**

Full name of Corporation

**900 NC 86 North, Hillsborough, NC 27278**

Address as prequalified

By

  
Signature of ~~President, Vice President, Assistant Vice President~~  
Select appropriate title


**Peter K. Tully, Chief Executive Officer**

Print or type Signer's name

*Affix Corporate Seal*



Attest

  
Signature of ~~Secretary, Assistant Secretary~~  
Select appropriate title

**Kenneth W. Tully**  
Print or type Signer's name

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Thomas MacDonald, Krystal L. Stravato and Kevin T. Walsh, Jr. of Cedar Knolls, New Jersey; Theresa J. Foley and Frankie Grella of Jericho, New York; Neil C. Donovan, Gerard Leib and Mary C. McGinn 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, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 19<sup>th</sup> day of June, 2017.

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 19<sup>th</sup> day of June, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows 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 she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318865  
Commission Expires July 10, 2019

Katherine J. Adelaar

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:

"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, and PACIFIC INDEMNITY 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 Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seal of said Companies at Whitehouse Station, NJ, this **July 30, 2018.**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IF YOU ARE A BONDHOLDER, PLEASE NOTIFY US OF A CLAIM, 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



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8001269

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **Thomas MacDonald; Michael Marino; Krystal L. Stravato; Kevin T. Walsh, Jr.**

all of the city of Cedar Knolls, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of February, 2018.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 2nd day of February, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30<sup>th</sup> day of July, 2018



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call  
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,  
currency rate, interest rate or residual value guarantees.