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

CONTRACT BONDS

FOR CONTRACT NO. C204371

WBS <u>34840.3.4 STATE FUNDED</u>

T.I.P NO. <u>U-2581BA</u>

COUNTY OF GUILFORD

THIS IS THE ROADWAY & CULVERT CONTRACT

ROUTE NUMBER US 70 LENGTH 1.490 MILES

LOCATION <u>US-70 (BURLINGTON RD) FROM W OF SR-3045 (MT HOPE CHURCH RD)</u>

/SR-2819 (MCLEANSVILLE RD) TO E OF SR-2826 (BIRCH CREEK RD).

CONTRACTOR APAC - ATLANTIC INC THOMPSON ARTHUR DIVISION

ADDRESS P.O. BOX 21088

GREENSBORO, NC 27420

BIDS OPENED MARCH 17, 2020
CONTRACT EXECUTION 4/9/2020

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

PROPOSAL

INCLUDES ADDENDUM No.1 DATED 03-04-2020

DATE AND TIME OF BID OPENING: MARCH 17, 2020 AT 2:00 PM

CONTRACT ID C204371 WBS 34840.3.4

FEDERAL-AID NO. STATE FUNDED

COUNTY GUILFORD

T.I.P. NO. U-2581BA

MILES 1.490 ROUTE NO. US 70

LOCATION US-70 (BURLINGTON RD) FROM W OF SR-3045 (MT HOPE CHURCH RD)

/SR-2819 (MCLEANSVILLE RD) TO E OF SR-2826 (BIRCH CREEK RD).

TYPE OF WORK GRADING, DRAINAGE, PAVING, SIGNALS, AND CULVERT.

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 & CULVERT PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

PROPOSAL FOR THE CONSTRUCTION OF CONTRACT No. C204371 IN GUILFORD COUNTY, NORTH CAROLINA

Date	20
DEPARTMENT OF	TRANSPORTATION,
RALEIGH, NO	ORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. C204371 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. <u>C204371</u> in <u>Guilford County</u>, 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.

SE 022071

State Contract Officer

Ronald E. Davenport, Jr.

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PROJECT SPECIAL PROVISIONS

GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

SP1 G07 A

The date of availability for this contract is **July I**, 2020, 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 **April 30, 2022**.

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 I AND LIQUIDATED DAMAGES:

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

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 July I, 2020. The

completion date for this intermediate contract time is **November 1, 2021**.

The liquidated damages for this intermediate contract time are Two Thousand Dollars (\$ 2,000.00) per calendar day.

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: (2-20-07) 108 SPI G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on (-L-) US 70, (-Y1-) SR 2819, (-Y2-) SR 3405, (-Y3-) SR 3132, (-Y4-) SR 3146, (-Y5-) SR 3044, (-Y6-) Birch Creek Road, (-Y7-) Sun Lake Drive during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Sunday 6:00 A.M. to 8:30 A.M. and 4:00 P.M. to 7:00 P.M.

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

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

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

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

The liquidated damages are **One Thousand Dollars** (\$ 1,000.00) 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 #3** as shown on Sheets **TMP-3 & TMP-14** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **four (4)** consecutive calendar days after and including the date the Contractor begins this work.

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

PERMANENT VEGETATION ESTABLISHMENT:

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

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the 2018 Standard Specifications. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

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

Payment for Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control will be made at contract unit prices for the affected items. Work required that is not represented by

contract line items will be paid in accordance with Articles 104-7 or 104-3 of the 2018 Standard Specifications. No additional compensation will be made for maintenance and removal of temporary erosion control items.

MAJOR CONTRACT ITEMS:

(2-19-02) 104 SP1 G28

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

Line #	Description
30	Asphalt Concrete Intermediate Course, Type I19.0C
31	Asphalt Concrete Surface Course, Type \$9.5B
198	Asphalt Concrete Base Course, Type B25.0C
or	
30	Asphalt Concrete Intermediate Course, Type I19.0C
31	Asphalt Concrete Surface Course, Type S9.5B
201	Aggregate Base Course

SPECIALTY ITEMS:

(7-1-95)(Rev. 1-17-12) 108-6 SPI G37

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

Line #	Description
53-58	Guardrail
59-61	Fencing
66-73	Signing
83-85, 93	Long-Life Pavement Markings
94	Permanent Pavement Markers
95-131	Utility Construction
132-162, 164-	Erosion Control
165	
163	Reforestation
166-194	Signals/ITS System

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 2-18-14) 109-8 SPI G43

Revise the 2018 Standard Specifications as follows:

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

The base index price for D1ESEL #2 FUEL is \$ 1.8495 per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class 1V 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. 5-13-19)

108-2

SP1 G58

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

	<u>Fiscal Year</u>	Progress (% of Dollar Value)
2021	(7/01/20 - 6/30/21)	84% of Total Amount Bid
2022	(7/01/21 - 6/30/22)	16% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the 2018 Standard Specifications. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)(Rev. 12-17-19)

102-15(J)

SP1 G66

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

SAF Subcontract Approval Form - Form required for approval to sublet the contract.

http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

http://connect.ncdot.gov/projects/construction/Construction%20 Forms/Joint%20 Check%20 Notification%20 Form.pdf

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

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

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

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

Combined MBE/WBE Goal

The Combined MBE/WBE Goal for this project is 10.0 %

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

- (A) Minority Business Enterprises 5.0 %
 - (1) If the anticipated MBE participation is more than zero, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above.
 - (2) If the anticipated MBE participation is zero, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.
- (B) Women Business Enterprises 5.0 %
 - (1) If the anticipated WBE participation is more than zero, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above.

(2) If the anticipated WBE participation is zero, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

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

Directory of Transportation Firms (Directory)

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

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

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

Listing of MBE/WBE Subcontractors

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

(A) Electronic Bids

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

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.

(3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

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

MBE or WBE Prime Contractor

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

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

Written Documentation - Letter of Intent

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

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

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

Banking MBE/WBE Credit

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

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

Submission of Good Faith Effort

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

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

electronically, then one complete set and 5 copies of this information shall be received under the same time constraints above.

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

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

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

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

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

responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

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

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

(1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the Combined MBE/WBE Goal.

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

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

Non-Good Faith Appeal

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

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

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the anticipated MBE participation. The same holds true for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does <u>not</u> count toward the contract goal requirement. It should

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE Goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made

to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.

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

MBE/WBE Replacement

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

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

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

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

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

(A) Performance Related Replacement

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

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

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

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

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

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

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95) 102-14

SP1 G88

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

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

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

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

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

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

SUBSURFACE INFORMATION:

(7-1-95) 450 SPI G112 B

Subsurface information is available on the roadway portion of this project only.

PORTABLE CONCRETE BARRIER - (Partial Payments for Materials):

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

SP1 G121

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

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

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the 2018 Standard Specifications as follows:

Page 1-39, Article 104-10 Maintenance of the Project, line 25, add the following after the first sentence of the first paragraph:

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

Page 1-39, Article 104-10 Maintenance of the Project, line 30, add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

Page 1-39, Article 104-10 Maintenance of the Project, lines 42-44, replace the last sentence of the last paragraph with the following:

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

ELECTRONIC BIDDING:

2-19-19) 101, 102, 103 SPI G140

Revise the 2018 Standard Specifications as follows:

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

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

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

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

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

TWELVE MONTH GUARANTEE:

(7-15-03) 108 SPI G145

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

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

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

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

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 04-01-19)

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 greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
- (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
- (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
- (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
- (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
- (g) Provide secondary containment for bulk storage of liquid materials.
- (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
- (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
 - (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.

- (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
- (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
- (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
- (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
- (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) Certified Foreman At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
 - (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities

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

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

- (C) Certified Installers Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:
 - (1) Seeding and Mulching
 - (2) Temporary Seeding
 - (3) Temporary Mulching
 - (4) Sodding
 - (5) Silt fence or other perimeter erosion/sediment control device installations
 - (6) Erosion control blanket installation
 - (7) Hydraulic tackifier installation
 - (8) Turbidity curtain installation
 - (9) Rock ditch check/sediment dam installation
 - (10) Ditch liner/matting installation
 - (11) Inlet protection
 - (12) Riprap placement
 - (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
 - (14) Pipe installations within jurisdictional areas

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

(D) Certified Designer - Include the certification number of the Level III-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. 4-5-19) 105-16, 230, 801

SP1 G181

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

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

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

(D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

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

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

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

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

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

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

AWARD OF CONTRACT:

Revise the 2018 Standard Specifications as follows:

Page 1-23, Subarticle 103-4 (A) General, first paragraph, replace the 3rd and 4th sentences with the following:

Where award is to be made, the notice of award will be issued within 60 days after the opening of bids or upon issuance of any necessary debt instrument, whichever is later, but not to exceed 120 days; except with the consent of the lowest responsible bidder the decision to award the contract to such bidder may be delayed for as long a time as may be agreed upon by the Department and such bidder. In the absence of such agreement, the lowest responsible bidder may withdraw his bid at the expiration of 120 days without penalty if no notice of award has been issued.

PROJECT SPECIAL PROVISIONS

ROADWAY

CLEARING AND GRUBBING - METHOD II:

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

SP2 R02A

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

BURNING RESTRICTIONS:

(7-1-95) 200, 210, 215 SP2 R05

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

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02) 235, 56

SP2 R45 A

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the 2018 Standard Specifications.

Measurement and Payment

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2018 Standard Specifications* for *Borrow Excavation*.

POLYPROPYLENE CULVERT PIPE:

(8-20-19) 305,310

SP3 R35

Revise the 2018 Standard Specifications as follows:

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

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

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

ItemSectionPolypropylene Pipe1032-9

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

ItemSectionPolypropylene Pipe1032-9

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

Where shown in the plans, side drain pipe may be Class 11 reinforced concrete pipe, aluminized corrugated steel pipe, corrugated aluminum alloy pipe, polypropylene pipe, HDPE pipe or PVC pipe.

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

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

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

Pay Item	Pay Unit
" Polypropylene Pipe	Linear Foot

Page 10-60, add Article 1032-9:

(A) General

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

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

(B) End Treatments, Pipe Tees and Elbows

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

(C) Marking

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

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

When polypropylene pipe, end sections, tees and elbows have been inspected and accepted a sticker will be applied to the inside of the pipe. Do no use pipe sections, flared end sections, tees or elbows which do not have this seal of approval.

AGGREGATE SUBGRADE:

(5-15-18) 505 SP5 R8

Revise the 2018 Standard Specifications as follows:

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

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

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

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

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

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

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

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

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

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

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

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

1-21-00)

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 \$ 494.58 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **February 1, 2020**.

FINAL SURFACE TESTING NOT REQUIRED:

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

610

SP6 R45

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

MILLING ASPHALT PAVEMENT:

(1-15-19)

607

SP6 R59

Revise the 2018 Standard Specifications as follows:

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

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

ASPHALT CONCRETE PLANT MIX PAVEMENTS:

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

510, 1012

SP6 R65

Revise the 2018 Standard Specifications as follows:

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

TABLE 609-3 LIMITS OF PRECISION FOR TEST RESULTS				
Mix Property	Limits of Precision			
25.0 mm sieve (Base Mix)	± 10.0%			
19.0 mm sieve (Base Mix)	± 10.0%			
12.5 mm sieve (Intermediate & Type P-57)	± 6.0%			
9.5 mm sieve (Surface Mix)	± 5.0%			
4.75 mm sieve (Surface Mix)	± 5.0%			
2.36 mm sieve (All Mixes, except S4.75A)	± 5.0%			
1.18 mm sieve (S4.75A)	± 5.0%			
0.075 mm sieve (All Mixes)	± 2.0%			
Asphalt Binder Content	± 0.5%			
Maximum Specific Gravity (G _{mm})	$\pm \ 0.020$			

Bulk Specific Gravity (G _{mb})	± 0.030
TSR	± 15.0%
QA retest of prepared QC Gyratory Compacted Volumetric Specimens	± 0.015
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Density Gauge Comparison of QC Test	± 2.0% (% Compaction)
QA Density Gauge Verification Test	± 2.0% (% Compaction)

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

TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT		
Binder Grade	JMF Temperature	
PG 58-28; PG 64-22	250 - 290°F	
PG 76-22	300 - 325°F	

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

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

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

			MIX		E 610-3 N CRIT	ERIA			
Mix	Design	Binder PG Grade		paction Max. vels Rut		Volumetric	Properties ^B		
Type	ESALs millions A		G _{mm} (m @	Depth (mm)	VMA	VTM	VFA	%G _{mm}
	millions		Nini	Ndes		% Min.	%	MinMax.	@ 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
119.0C	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
	and the second s	Design Para	meter	· · · · · · · · · · · · · · · · · · ·		2000 TO 1000 T	Design	Criteria	TII.///IIII///////////
All Mix	Dust to	Binder Ratio	(P _{0.075} / F	be)		***************************************	0.6 -	1.4 ^C	
Types	Tensil	e Strength Ra	atio (TSR)	D			85% I	Min. ^E	······································

- 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 6-20, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%), replace with the following:

TABLE 610-5

BINDER GRADE REQUIREMENTS (BASED ON RBR%)

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

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

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

•	TABLE 610-6 PLACEMENT TEMPERATURES FOR ASPHALT		
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 A		
S9.5D	50°F		

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

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

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

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

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

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

TABLE 610-7 DENSITY REQUIREMENTS			
Mix Type	Minimum % G _{mm} (Maximum Specific Gravity)		
S4.75A	85.0 A		
S9.5B	90.0		
S9.5C, S9.5D, I19.0C, B25.0C	92.0		

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

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

B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

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

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

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

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

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

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

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

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

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

TABLE 1012-1 AGGREGATE CONSENSUS PROPERTIES^A

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

- **A.** Requirements apply to the design aggregate blend.
- **B.** 95 / 90 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

AUTOMATED MACHINE GUIDANCE

(1-2-11) 801 SP8 R01

General

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

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

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

Submittals

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

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

Inspection

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

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

Subgrade and Base Controls

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

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

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

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

Measurement and Payment

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

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 <u>Approved Products List</u> 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 ItemPay UnitGuardrail End Units, Type TL-3Each

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.

ItemSectionConduit1091-3

Item	Section
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

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 (P1T) 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:

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

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

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

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

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

(13) Do not grout under base plate.

Measurement and Payment

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

No payment will be made for temporary casings that remain in drilled pier excavations. No payment will be made for P1T. 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.

THERMOPLASTIC PAVEMENT MARKING MATERIAL - COLOR TESTING: 1087

3-19-19

SP10 R05

Revise the 2018 Standard Specifications as follows:

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

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

SNOWPLOWABLE PAVEMENT MARKERS:

3-19-19 1086, 1250, 1253

SP10 R07

Revise the 2018 Standard Specifications as follows:

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

(A) General

Use snowplowable pavement markers evaluated by NTPEP. The snowplowable pavement marker shall consist of a housing with one or more glass or plastic face lens type reflective lenses to provide the required color designation. Shape the housing to deflect a snowplow blade upward in both directions without being damaged. Plastic lens faces shall use an abrasion resistant coating.

Use recycled snowplowable pavement markers that meet all the requirements of new snowplowable pavement markers except Subarticle 1086-3(B)(1). Recycled snowplowable payement markers with minimal variation in dimensions are acceptable only when the reflector fits in the housing of the recycled snowplowable pavement marker as originally designed.

(B) Housings

(1) Dimensions

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

(2) Materials

Use snowplowable pavement markers that are on the NCDOT Approved Products List.

(3) Surface

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

(4) Identification

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

(C) Reflectors

(1) General

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

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

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

When traffic patterns are changed in work zones due to construction or reconstruction, remove all raised pavement markers or snowplowable markers including housings that conflict with the new traffic pattern before switching traffic to the new traffic pattern. Lens removal in lieu of total housing removal is not an acceptable practice for snowplowable markers.

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

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

(A) General

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

Install snowplowable pavement marker housings into slots sawcut into the pavement. Make slots in the pavement to exactly duplicate the shape of the housing of the snowplowable pavement markers.

Promptly remove all debris resulting from the saw cutting operation from the pavement surface. Install the marker housings within 7 calendar days after saw cutting slots in the pavement. Remove and dispose of loose material from the slots by brushing, blow cleaning or vacuuming. Dry the slots before applying the epoxy adhesive. Fill the cleaned slots totally with epoxy adhesive flush with the surface of the existing pavement. Install snowplowable pavement markers according to the manufacturer's recommendations.

Protect the snowplowable pavement markers until the epoxy has initially cured and is track free.

(B) Reflector Replacement

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

Missing housings shall be replaced. Broken housings shall be removed and replaced. In both cases the slot for the housings shall be properly prepared prior to installing the new housing. Removal of broken housings and preparation of slots will be considered incidental to the work of replacing housings.

(C) Recycled Snowplowable Pavement Marker Housings

Use properly refurbished snowplowable pavement marker housings as approved by the Engineer such that approved new reflectors can be installed inside the housings.

TEMPORARY SHORING:

(2-20-07) (Rev. 1-16-18)

SP11 R02

Description

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

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

(A) Cantilever and Braced Shoring

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

(B) Anchored Shoring

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

(C) Temporary MSE Walls

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

Temporary geosynthetic walls consist of geotextile or geogrid reinforcement wrapped behind welded wire facing. Define "temporary geotextile wall" as a temporary geosynthetic wall with geotextile reinforcement and "temporary geogrid wall" as a temporary geosynthetic wall with geogrid reinforcement.

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

(D) Embedment

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

(E) Positive Protection

Define "unanchored or anchored portable concrete barrier" as portable concrete barrier (PCB) that meets 2018 Roadway Standard Drawing No. 1170.01. Define "concrete barrier" as unanchored or anchored PCB or an approved equal. Define "temporary guardrail" as temporary steel beam guardrail that meets 2018 Roadway Standard Drawing No. 862.02.

Materials

Refer to the 2018 Standard Specifications.

Item	Section
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
Geosynthetics	1056
Neat Cement Grout	1003
Portland Cement Concrete	1000
Select Materials	1016
Steel Beam Guardrail Materials	862-2
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Welded Wire Reinforcement	1070-3

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the 2018 Standard Specifications. Use Class IV select material for temporary guardrail. Use neat cement grout for Type 2 grout for ground anchors. Use Class A concrete that meets Article 450-2 of the 2018 Standard Specifications or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least 3 inches and a bending stress of at least 1,000 pounds per square inch for timber lagging. Provide steel bracing that meets ASTM A36.

(A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

(B) Anchors

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

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the 2018 Standard Specifications. Splice bars in accordance with Article 1070-9 of the 2018 Standard Specifications. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the AASHTO LRFD Bridge Construction Specifications.

(2) Helical Anchors

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

(3) Anchorages

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

(C) Temporary Walls

(1) Welded Wire Facing

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

(2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.

(3) Geogrid Reinforcement

Use geogrids with a roll width of at least 4 feet and an "approved" or "approved for provisional use" status code. The list of approved geogrids is available from: connect.ncdot.gov/resources/Materials/Pages/Materials-Manual-by-Material.aspx

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

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

(4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement ("mesh", "mats" and "ladders") that meet Article 1070-3 of the 2018 Standard Specifications and metallic strip reinforcement ("straps") that meet ASTM A572 or A1011.

Preconstruction Requirements

(A) Concrete Barrier

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

(B) Temporary Guardrail

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

(C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit PDF files of working drawings and design calculations for temporary shoring designs in accordance with Article 105-2 of the 2018 Standard Specifications. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

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

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

(1) Soil Parameters

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

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

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

(c) Cohesion (c) = 0 psf.

(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 pounds per square foot if traffic will be above and within H of shoring. This traffic surcharge does not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. For LRFD shoring designs, apply traffic (live load) surcharge in accordance with Figure C11.5.5-3 of the *AASHTO LRFD Bridge Design Specifications*.

(3) Cantilever, Braced and Anchored Shoring Designs

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

Define "top of shoring" for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 pounds per foot applied 18 inches above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. For anchored shoring designs, apply traffic impact load as horizontal load (P_{H1}) in accordance with Figure 3.11.6.3-2(a) of the AASHTO LRFD specifications.

Extend cantilever, braced and anchored shoring at least 32 inches above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least 6 inches above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of 3 inches if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of 6 inches. Design

cantilever and braced shoring in accordance with the plans and AASHTO Guide Design Specifications for Bridge Temporary Works.

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

(4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation geotextiles are required between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or V1 select material in the reinforced zone, separation geotextiles are also required between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

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

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid reinforcement, use approved geogrid properties available from the website shown elsewhere in this provision. If the website does not list a short-term design strength for an approved geogrid, use a short-term design strength equal to the ultimate tensile strength divided by 3.5 for the geogrid reinforcement. Use geosynthetic properties for the direction reinforcement will be installed, a 3-year design life and shoring backfill to be used in the reinforced zone.

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

For temporary geosynthetic walls, use "L" shaped welded wire facing with 18 to 24 inch long legs. Locate geotextile or geogrid reinforcement so reinforcement

layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least 3 feet back behind facing into shoring backfill.

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

(D) Preconstruction Meeting

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

Construction Methods

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

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the 2018 Standard Specifications and 2018 Roadway Standard Drawing No. 1170.01. Use temporary guardrail in accordance with Section 862 of the 2018 Standard Specifications and 2018 Roadway Standard Drawing Nos. 862.01, 862.02 and 862.03.

(A) Tolerances

Construct shoring with the following tolerances:

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

(B) Cantilever, Braced and Anchored Shoring Installation

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction

sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

(1) Pile Installation

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the 2018 Standard Specifications except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

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

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

(2) Excavation

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

(3) Anchor Installation

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

- (a) Materials in accordance with this provision are required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.

(d) Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

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

(4) Anchor Testing

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

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

- (i) For ground and helical anchors, total movement is less than 0.04 inches between the 1 and 10 minute readings or less than 0.08 inches between the 6 and 60 minute readings.
- (ii) For ground anchors, total movement at maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.

(b) Anchor Test Results

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

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

(C) Temporary Wall Installation

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

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

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

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

Place shoring backfill in the reinforced zone in 8 to 10 inch thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the 2018 Standard Specifications. Use only hand operated compaction equipment to compact backfill within 3 feet of welded wire facing. At a distance greater than 3 feet, compact shoring backfill with at least 4 passes of an 8 to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geotextile or geogrid reinforcement is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8 inches of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the 2018 Standard Specifications. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within 5 feet of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

Measurement and Payment

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

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

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

PCB will be measured and paid in accordance with Section 1170 of the 2018 Standard Specifications. No additional payment will be made for anchoring PCB for temporary shoring. Costs for anchoring PCB will be incidental to temporary shoring.

Temporary guardrail will be measured and paid for in accordance with Section 862 of the 2018 Standard Specifications.

Payment will be made under:

Pay ItemPay UnitTemporary ShoringSquare Foot

EXTRUDED THERMOPLASTIC PAVEMENT MARKING THICKNESS:

SP12 R05

Revise the 2018 Standard Specifications as follows:

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

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

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

TABLE 1205-3 MINIMUM THICKNESS REQUIREMENTS FOR THERMOPLASTIC		
Thickness	Location	
240 mils	1n-lane and shoulder-transverse pavement markings (rumble strips). May be placed in 2 passes.	
90 mils	Center lines, skip lines, transverse bands, mini-skip lines, characters, bike lane symbols, crosswalk lines, edge lines, gore lines, diagonals, and arrow symbols	

PERMANENT SEEDING AND MULCHING: 1660

(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.

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

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

STANDARD SPECIAL PROVISION AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in General Statute 143C-6-11(c). Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the 2018 Standard Specifications.

STANDARD SPECIAL PROVISION NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11) Z-3

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

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

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza Oats (seeds)

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

Tall Fescue (all approved varieties)

Kobe Lespedeza

Bermudagrass

Browntop Millet

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

Carpetgrass

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass Japanese Millet
Crownvetch Reed Canary Grass

Pensacola Bahiagrass Zoysia

Creeping Red Fescue

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

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass

Yellow Blossom Sweet Clover

STANDARD SPECIAL PROVISION

ERRATA

(10-16-18) (Rev.1-15-19) Z-4

Revise the 2018 Standard Specifications as follows:

Division 6

Page 6-7, Article 609-1 DESCR1PT1ON, line 29, replace article number "609-10" with "609-9".

Division 7

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

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

Division 10

Page 10-78, Article 1056-4 GEOTEXT1LES, TABLE 1056-1, Permittivity, Type 2, replace "Table 6^D" with "Table 7^D" and Permittivity, Type 3^B, replace "Table 7^D" with "Table 8^D".

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

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

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

Page 10-163, Article 1080-83 F1ELD PERFORMANCE AND SERVICES, line 25, replace article number "1080-83" with "1080-13".

Division 17

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

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

Directional Drill (1)(1.25") Linear Foot

STANDARD SPECIAL PROVISION

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)

(3-18-03) (Rev. 5-21-19) Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09) Z-5

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION

TITLE VI AND NONDISCRIMINATION:

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

Z-6

Revise the 2018 Standard Specifications as follows:

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

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

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

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

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

- (a) Compliance with Regulations
 - The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (b) Nondiscrimination
 - The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- (d) Information and Reports
 - The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts,

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

- (e) Sanctions for Noncompliance:
 - In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:
 - (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
 - (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
- (f) Incorporation of Provisions

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

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

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title V1 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 V1 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 V1 Program. Contractors are not required to prepare or submit Title V1 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 V1 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 V1 of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§

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

- 4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
- 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
- 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.
 - 1. Applicability

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

2. Eligibility

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

- 3. Time Limits and Filing Options
 - Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

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

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

4. Format for Complaints

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

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

6. Complaint Basis

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

TABLE 103-1 COMPLAINT BASIS				
Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities	
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. (Executive Order 13166)	
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin (Limited English Proficiency)	Place of birth. Citizenship is not a factor. (Discrimination based on language or a person's accent is also covered)	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender. The sex of an individual. Note: Sex under this program does not include sexual orientation.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.	
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

Religion (in the context of employment) (Religion/ Creed in all aspects of any aviation or transit-related construction)	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note:</i> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)
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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 V1 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 V1 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 11 and 111 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 V1, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title 1X 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 V1 of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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

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

- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)
- (b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

 The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation
 - (NCDOT) pursuant to the provisions of Assurance 7(a):
 1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and

leases add "as a covenant running with the land"] that:

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

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

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

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

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

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 calendaryear. 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 1ron / Reinforcing Steel Workers

Concrete Finishers Mechanics
Pipe Layers Welders

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

PROJECT SPECIAL PROVISIONS GEOTECHNICAL

STANDARD SHORING - (1/16/2018)

GT-1.1 - GT-1.4

Docusigned by:

Geotechnical Engineering Unit

E06538624A11498...

7/10/2019

STANDARD SHORING:

(1-16-18)

Description

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

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

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

Materials

Refer to the Standard Specifications.

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

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

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

(A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use the following:

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

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

(B) Standard Temporary Walls

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

(I) Geotextile Reinforcement

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

(2) Geogrid Reinforcement

Use geogrids with a roll width of at least 4 ft and an "approved" or "approved for provisional use" status code. The list of approved geogrids is available from: connect.ncdot.gov/resources/Materials/Pages/Materials-Manual-by-Material.aspx

Based on actual wall height, groundwater elevation, slope or surcharge case and shoring backfill to be used in the reinforced zone at each standard temporary geogrid wall location, provide geogrids for geogrid reinforcement with short-term design strengths as shown in Geotechnical Standard Detail No. 1801.02. Geogrids are typically approved for ultimate tensile strengths in the machine direction (MD) and cross-machine direction (CD) or short-term design strengths for a 3-year design life in the MD based on material type. Define material type from the website above for shoring backfill as follows:

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

If the website does not list a short-term design strength for an approved geogrid, use a short-term design strength equal to the ultimate tensile strength divided by 3.5 for the geogrid reinforcement.

Preconstruction Requirements

(A) Concrete Barrier

Define "clear distance" behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor's option or if the minimum required clear

distance is not available, set concrete barrier next to and up against traffic side of standard shoring except for barrier above standard temporary walls. Concrete barrier with the minimum required clear distance is required above standard temporary walls.

(B) Temporary Guardrail

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

(C) Standard Shoring Selection Forms

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

Construction Methods

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

(A) Standard Temporary Shoring Installation

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

(B) Standard Temporary Walls Installation

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

For standard temporary walls with interior angles less than 90°, wrap geosynthetics at acute corners as directed by the Engineer. Place geosynthetics as shown in Geotechnical Standard Detail No. 1801.02. Place separation geotextiles between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, place separation geotextiles between shoring backfill and backfill or natural ground on top of and at the

back of the reinforced zone.

Measurement and Payment

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



PROJECT SPECIAL PROVISIONS Utility Construction





DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

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 the City of Greensboro. For work involving Greensboro's facilities, the Contractor shall contact the City of Greensboro Service Center at (336) 373-2033, the City of Greensboro Water Resources Department Administration at (336) 373-2055, and the City of Greensboro Water and Sewer Inspections Department at (336) 373-2377.

A representative from the City of Greensboro shall witness all tests performed on their water and sewer facilities. Test results shall be provided to the City of Greensboro for any tests involving their facilities.

7/22/2019

PROJECT SPECIAL PROVISIONS Utilities by Others

SO-DEEP SAM NO

General:

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

- A) Duke Energy Power (Distribution)
- B) AT&T Communications (Transmission)
- C) AT&T Communications (Distribution)
- D) Spectrum Communications
- E) CenturyLink Communications
- F) Verizon Communications

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 Utilities by Others Plans.

- A) Duke Energy Power (Distribution)
 - 1) Contact person for Duke is Cynthia Ball at 919-278-2529.
 - 2) Duke will relocate their facilities within the project limits by 5/15/20.
- B) AT&T Communications (Transmission)
 - 1) Contact person for AT&T is Mike Felts at 336-782-6042
 - 2) AT&T transmission will relocate their facilities within the project limits by 4/3/20.

2/25/20 1/2

PROJECT SPECIAL PROVISIONS

Utilities by Others

C) AT&T – Communications (Distribution)

- 1) Contact person for AT&T is Butch Bunton at 336-317-8142.
- 2) AT&T will relocate facilities onto Duke Energy's poles within the project limits by 8/21/20. Due to the sensitivity of the interoffice fiber optic cables, AT&T will field adjust facilities from structures 416 to 417 (-Y1- Sta 13+44 / Lt 22 to -Y1- Sta 14+55 / Lt 20) once the contractor has exposed them. Please contact AT&T four (4) weeks prior to construction to allow for mobilization.

D) Spectrum – Communications

- 1) Contact person for Spectrum is Roger Stanfield at 336-217-3460.
- 2) Spectrum will relocate their facilities onto Duke Energy poles within the project limits by 8/21/20.

E) CenturyLink – Communications

- 1) Contact person for CenturyLink is Michael Nebinger at 336-217-4211.
- 2) Centurylink will relocate their facilities onto Duke Energy poles within the project limits by 8/21/20.

F) Verizon – Communications

- 1) Contact person for Verizon is Keith Poore at 931-248-3450.
- 2) Verizon will field adjust (lower) their facilities within the project limits by 5/15/20.

2/25/20 2/2

Project Special Provisions Erosion Control

STABILIZATION REQUIREMENTS:

(4-30-2019)

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

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

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

SEEDING AND MULCHING:

(East)

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

All Roadway Areas

March I - August 3I		September I - February 28		
50#	Tall Fescue	50#	Tall Fescue	
10#	Centipede	10#	Centipede	
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)	
500#	Fertilizer	500#	Fertilizer	
4000#	Limestone	4000#	Limestone	

Waste and Borrow Locations

March I	– August 31	September	1 - February 28
75#	Tall Fescue	75#	Tall Fescue
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

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

Approved Tall Fescue Cultivars

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

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

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

NUTRIENT MANAGEMENT TRAINING REQUIREMENTS:

The person(s) responsible for applying fertilizer or person(s) conducting the application of fertilizer on this project within the Jordan Lake or Falls Lake Watershed shall complete the following web-based training prior to performing this work:

http://www.jordanlake.org/web/jordanlake/fertilizer-management

A certificate of completion must be presented by the person(s) responsible for fertilizer application or person(s) conducting the application of fertilizer prior to performing fertilizer application on the project within the limits of the Jordan Lake or Fall Lake Watershed.

Native Grass Seeding And Mulching

(West)

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation and/or trout stream construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

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

August	1 - June 1	May 1 -	– September 1
18#	Creeping Red Fescue	18#	Creeping Red Fescue
8#	Big Bluestem	8#	Big Bluestem
6#	Indiangrass	6#	Indiangrass
4 #	Switchgrass	4#	Switchgrass
35#	Rye Grain	25#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Approved Creeping Red Fescue Cultivars:

Aberdeen	Boreal	Epic	Cindy Lou
ADCIDCOL	DOLCAL	121716	CHRIVIANI

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 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 in 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 moving 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.

Section	Erosion Control Item	Unit
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 Pay Unit

Response for Erosion Control Each

ENVIRONMENTALLY SENSITIVE AREAS:

Description

This project is located in an *Environmentally Sensitive Area*. This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the Environmentally Sensitive Areas identified on the plans and as designated by the Engineer. This also requires special procedures to be used for seeding and mulching and staged seeding within the project.

The Environmentally Sensitive Area shall be defined as a 50-foot buffer zone on both sides of the stream or depression measured from top of streambank or center of depression.

Construction Methods

(A) Clearing and Grubbing

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

(B) Grading

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

(C) Temporary Stream Crossings

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

(D) Seeding and Mulching

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

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

(E) Stage Seeding

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

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

MINIMIZE REMOVAL OF VEGETATION:

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

STOCKPILE AREAS:

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material stockpile areas as directed.

ACCESS AND HAUL ROADS:

At the end of each working day, the Contractor shall install or re-establish temporary diversions or earth berms across access/haul roads to direct runoff into sediment devices. Silt fence sections that are temporarily removed shall be reinstalled across access/haul roads at the end of each working day.

CONSTRUCTION MATERIALS MANAGEMENT

(3-19-19) (rev. 04-27-19)

Description

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

Polyacrylamides (PAMS) and Flocculants

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

https://files.nc.gov/ncdeq/Water%20Quality/Environmental%20Sciences/ATU/ApprovedPAMS 4 1 2017.pdf

Equipment Fluids

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

Waste Materials

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

Herbicide, Pesticide, and Rodenticides

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

Concrete Materials

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.) Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A Residuals Statewide* (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

Earthen Material Stock Piles

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

Measurement and Payment

Conditions set within the *Construction Materials Management* provision are incidental to the project for which no direct compensation will be made.

WASTE AND BORROW SOURCES:

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:

 $\underline{https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/ContractedReclamation}. \\ \underline{Procedures.pdf}$

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 ItemPay UnitSafety FenceLinear 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	≥ 8 0	%
Porosity (Permanent Net)	ECTC Guidelines	≥85	%
Maximum Permissible Shear	Performance Bench	≥ 8.0	lb/ft ²
Stress (Vegetated)	Test		
Maximum Allowable Velocity	Performance Bench	≥16.0	ft/s
(Vegetated)	Test		

^{*}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:

Pay ItemPay UnitPermanent Soil Reinforcement MatSquare 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

Item	Section
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 $3.5 \text{ lb/ft}^3 +/- 10\%$

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:

Pay ItemPay UnitPolyacrylamide(PAM)PoundCoir Fiber WattleLinear 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)
Pound

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 ItemPay UnitImpervious DikeLinear Foot

TEMPORARY PIPE FOR CULVERT CONSTRUCTION:

Description

This work consists of furnishing, installing, maintaining and removing any and all temporary pipe used on this project in conjunction with the culvert construction.

Construction Methods

The Contractor shall install temporary pipe in locations shown on the plans in such a manner approved by the Engineer. The temporary pipe shall provide a passageway for the stream through the work-site. The minimum size requirements will be as stated on the erosion control plans.

Measurement and Payment

__" Temporary Pipe will be measured and paid for at the contract unit price per linear foot of temporary pipe approved by the Engineer and measured in place from end to end. Such price and payment will be full compensation for all work covered by this section including but not limited to furnishing all materials required for installation, construction, maintenance, and removal of temporary pipe.

Payment will be made under:

Pay Item

" Temporary Pipe

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

ItemSectionCoir Fiber Mat1060-14

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 ItemPay UnitCoir Fiber MatSquare Yard

<u>FABRIC INSERT INLET PROTECTION DEVICE (HIGH FLOW)</u> (6-29-17)

Description

This work shall consist of installing, maintaining, and removing *Fabric Insert Inlet Protection Device*, of the type specified, in inlet structures (catch basins, drop inlets, etc) in areas where asphalt or concrete may prevent the proper installation of a Rock Inlet Sediment Traps Type C, or as directed.

Materials

The product shall be a fabric inlet protection device composed of a fitted woven polypropylene geotextile double sewn with nylon thread suspended sack. The *Fabric Insert Inlet Protection Device* shall be manufactured to fit the opening of the catch basin or drop inlet or shall have a deflector to direct runoff from the curb opening into the fabric sack. The *Fabric Insert Inlet Protection Device* shall have a rigid frame or support system to support the loaded weight of the product. The product shall have lifting loops for removing the device from the basin and will have dump straps attached at the bottom to facilitate the emptying of the device. The *Fabric Insert Inlet Protection Device* shall have an overflow system to allow stormwater to enter the inlet structure and avoid ponding on the roadway when the device reaches capacity

The stitching shall meet the following physical properties:

Physical	Test Method	English	
Average Wide Width Strength	ASTM D-4884	165 lb/in	

The fitted filter assembly shall have the following physical properties:

Physical	Test Method	English
Grab Tensile	ASTM D-4632	255 x 275 lbs
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	420 PSI
Minimum UV Resistance	ASTM D-4355	70 %.
Flow Rate	ASTM D-4491	200 gal/min/ft ²
Apparent Opening	ASTM D-4751	20 US Sieve
Permittivity	ASTM D-4491	1.5 sec ⁻¹

Construction Methods

Strictly comply with manufacturer's installation instructions and recommendations. Maintenance shall include regular daily inspections and after each qualifying rain event. The *Fabric Insert Inlet Protection Device* shall be emptied, cleaned and placed back into the basin when it reaches 50% capacity or as directed.

Measurement and Payment

This work will be paid for at the contract unit price per *Fabric Insert Inlet Protection Device* of the type specified, complete in place and accepted. Such payment shall be full compensation for furnishing and installing the *Fabric Insert Inlet Protection Device* in accordance with this specification and for all required maintenance.

Maintenance of the device, cleanout and disposal of accumulated sediments shall be paid for by *Fabric Insert Inlet Protection Device Cleanout*.

Payment will be made under:

Pay ItemPay UnitFabric Insert Inlet Protection DeviceEachFabric Insert Inlet Protection Device CleanoutEach

CONCRETE WASHOUT STRUCTURE:

(01-03-19)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

Materials

Item	Section
Temporary Silt Fence	1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil think geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

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

 $\underline{https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructurede} \\ \underline{tail.pdf}$

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of I2 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

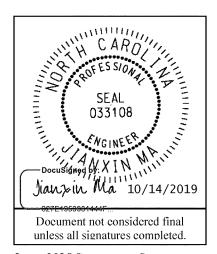
Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details are approved then those details will also be paid for per each approved and installed device.

Temporary Silt Fence will be measured and paid for in accordance with Article I605-5 of the Standard Specifications.

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

Payment will be made under:

Pay ItemPay UnitConcrete Washout StructureEach



Signals and Intelligent Transportation Systems Project Special Provisions (Version 18.2)

Prepared By: J. Ma 14-Oct-19

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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, and pole mounting assemblies. 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 ± 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):

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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. 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 I ¼-inch vertical conduit entrance hubs with the hubs capped on the lower plate and I ½-inch horizontal hubs. Ensure that the assemblies provide rigid attachments to poles 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.

- I. 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 AI53 (Class A) or ASTM AI23. 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 +I65°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.

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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.

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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 1MSA 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. 1MSA specification 19-1 will not be acceptable. Provide a cable jacket labeled with the 1MSA specification number and provide conductors constructed of stranded copper.

3. CONTROLLERS WITH CABINETS

3.1. 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	150 VAC (RMS)	
185° F	200 VDC	
Maximum Peak 8x20μs Current at 185° F	6500 A	
Maximum Energy Rating at 185° F	80 J	
Voltage Range 1 mA DC Test at 77° F	212-268 V	
Max. Clamping Voltage 8x20μs, 100A at 77° F	395 V	
Typical Capacitance (1 MHz) at 77° F	1600 pF	

Provide 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:

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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

3.2. MATERIALS – TYPE 170E CABINETS

A. Type 170 E Cabinets General:

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

Furnish model 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

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

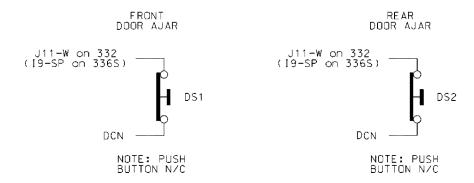
Discharge Voltage......<200 Volts @ 1,000A

Insulation Resistance......>100 M Ω

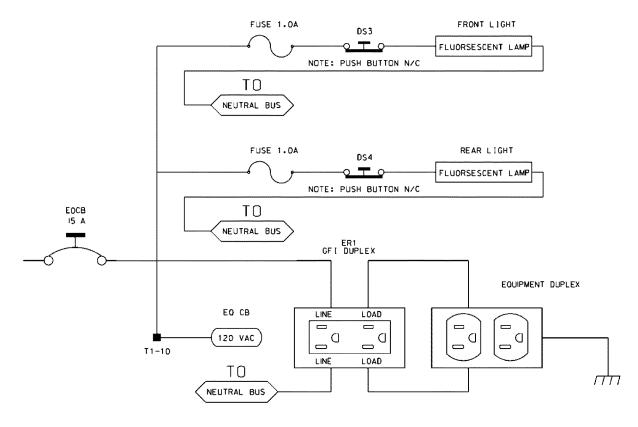
Provide conductors for surge protection wiring that are of sufficient size (ampacity) to withstand maximum overcurrents which could occur before protective device thresholds are attained and current flow is interrupted.

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	11-W		
Phase 2	14-W		
Phase 3	15-W		
Phase 4	18-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.

	P1		P2		P	3
PIN	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
1.3	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

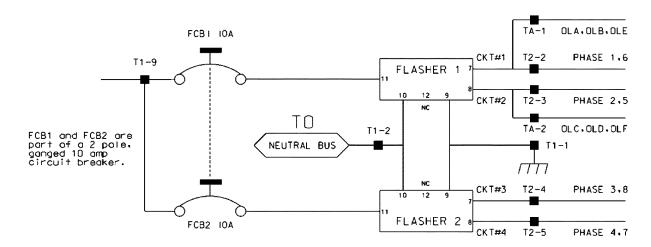
Ensure the controller unit outputs to the auxiliary output file are pre-wired to the C5 connector. When no auxiliary output file is installed in the cabinet, connect the C5 connector to a storage socket located on the Input Panel or on the rear of the PDA.

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.

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Ensure auxiliary output files are wired as follows:

AUXILIARY OUTPUT FILE TERMINAL BLOCK TA ASSIGNMENTS				
POSITION	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.

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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)

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- 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).

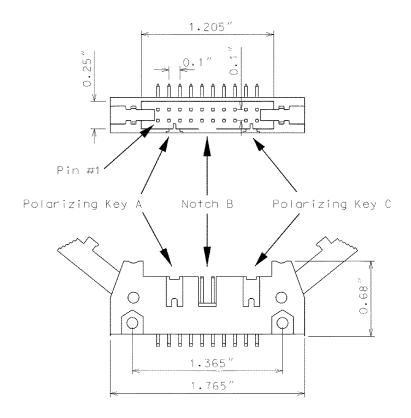
Provide a jumper or switch to set the AC line brown-out levels. Ensure that when the jumper is present or the switch is in the ON position the AC line dropout voltage threshold is 98 +/- 2 Vrms, the AC line restore voltage threshold is 103 +/- 2 Vrms, and the AC line brown-out timing value is set to 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.

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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.

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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.

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- 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 ± 0.1-second accuracy). If a channel fails to detect an "on" signal at the Yellow input for a minimum of 2.7 seconds (± 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 ± 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.

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- 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

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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: I) 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 I70/2070 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 I70E) 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		
I	DCD	О		
2	TX Data	О		
3	RX Data	I		
4	DTR	I		
5	Ground	-		
6	DSR	О		
7	CTS	I		
8	RTS	О		
9	NC	-		

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MONITOR BOARD EDGE CONNECTOR

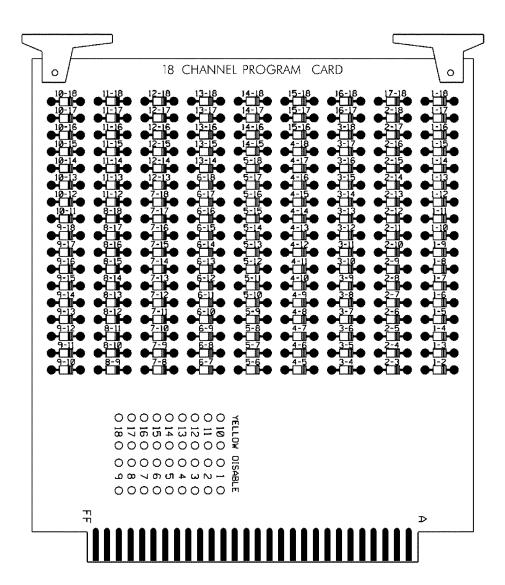
Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 2 Yellow
2	Channel 13 Green	В	Channel 6 Green
3	Channel 6 Yellow	C	Channel 15 Green
4	Channel 4 Green	D	Channel 4 Yellow
5	Channel 14 Green	E	Channel 8 Green
6	Channel 8 Yellow	F	Channel 16 Green
7	Channel 5 Green	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

CONFLICT	PRACE	AM CARD P	IN ASSIGNMENTS
	PRUNTR	AIVII AKII P	IIN ASSILTINIVINIS IS

Pin #	Function (Back Side)	Pin #	Function (Component
			Side)
1	Channel 2 Green	A	Channel 1 Green
2	Channel 3 Green	В	Channel 2 Green
3	Channel 4 Green	C	Channel 3 Green
4	Channel 5 Green	D	Channel 4 Green
5	Channel 6 Green	E	Channel 5 Green
6	Channel 7 Green	F	Channel 6 Green
7	Channel 8 Green	Н	Channel 7 Green
8	Channel 9 Green	J	Channel 8 Green
9	Channel 10 Green	K	Channel 9 Green
10	Channel 11 Green	L	Channel 10 Green
11	Channel 12 Green	M	Channel 11 Green
12	Channel 13 Green	N	Channel 12 Green
13	Channel 14 Green	P	Channel 13 Green
14	Channel 15 Green	R	Channel 14 Green
15	Channel 16 Green	S	Channel 15 Green
16	N/C	T	PC AJAR
17	Channel 1 Yellow	U	Channel 9 Yellow
18	Channel 2 Yellow	V	Channel 10 Yellow
19	Channel 3 Yellow	\mathbf{W}	Channel 11 Yellow
20	Channel 4 Yellow	\mathbf{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



3.3. 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.

3.4. 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, I0 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.

4. VIDEO IMAGING LOOP EMULATOR DETECTOR SYSTEMS

4.1. **DESCRIPTION**

Design, furnish, provide training, and install video imaging loop emulator detection systems with all necessary hardware in accordance with the plans and specifications.

Unless otherwise specified in the contract, all loop emulator detection equipment will remain the property of the contractor.

4.2. MATERIALS

A. General:

Material and equipment furnished under this section must be pre-approved on the Department's QPL by the date of installation except miscellaneous hardware such as cables and mounting hardware do not need to be pre-approved.

Used equipment will be acceptable provided the following conditions have been met:

- Equipment is listed on the current QPL.
- Equipment is in good working condition.
- Equipment is to remain the property of the contractor.

Ensure that software is licensed for use by the Department and by any other agency responsible for maintaining or operating the loop emulation system. Provide the Department with a license to duplicate and distribute the software as necessary for design and maintenance support.

Design and furnish video imaging loop emulator detection systems that detect vehicles at signalized intersections by processing video images and providing detection outputs to the signal controller in real time (within II2 milliseconds of vehicle arrival).

Furnish all required camera sensor units, loop emulator processor units, hardware and software packages, cabling, poles, mast arms, harnesses, camera mounting assemblies, surge protection panels, grounding systems, messenger cable and all necessary hardware. Furnish systems that allow the display of detection zones superimposed on an image of the roadway on a Department-furnished monitor or laptop computer screen. Ensure detection zones can be defined and data entered using a simple keyboard or mouse and monitor, or using a laptop PC with software.

Provide design drawings showing design details and camera sensor unit locations for review and acceptance before installation. Provide mounting height and location requirements for camera sensor units on the design based on site survey. Design video imaging loop emulator detection systems with all necessary hardware. Indicate all necessary poles, spans, mast arms, luminaire arms, cables, camera mounting assemblies and hardware to achieve the required detection zones where

Department owned poles are not adequate to locate the camera sensor units. Do not design for the installation of poles in medians.

Obtain the Engineer's approval before furnishing video imaging loop emulator detection systems. The contractor is responsible for the final design of video imaging loop emulator detection systems. Review and acceptance of the designs by the Department does not relieve the contractor from the responsibility to provide fully functional systems and to ensure that the required detection zones can be provided.

Provide the ability to program each detection call (input to the controller) with the following functions:

- Full Time Delay Delay timer is active continuously,
- Normal Delay Delay timer is inhibited when assigned phase is green (except when used with TS 2 and 170/2070L controllers),
- Extend Call is extended for this amount of time after vehicle leaves detection area.
- Delay Call/Extend Call This feature uses a combination of full time delay and extend time on the same detection call. Ensure operation is as follows: Vehicle calls are received after the delay timer times out. When a call is detected, it is held until the detection area is empty and the programmed extend time expires. If another vehicle enters the detection area before the extend timer times out, the call is held and the extend time is reset. When the extend timer times out, the delay timer has to expire before another vehicle call can be received.

Provide the ability to program each detection zone as one of the following functions:

- Presence detector,
- Directional presence detector,
- Pulse detector.
- Directional pulse detector.

Ensure previously defined detector zones and configurations can be edited.

Provide each individual system with all the necessary equipment to focus and zoom the camera lenses without the need to enter the camera enclosure.

Provide systems that allow for the placement of at least 8 detection zones within the combined field of view of a single camera sensor unit. Provide a minimum of 8 detection outputs per camera.

Provide detection zones that can be overlapped. Ensure systems reliably detect vehicles when the horizontal distance from the camera sensor unit to the detection zone area is less than ten times the mounting height of the sensor. Ensure systems detect vehicles in multiple travel lanes.

Ensure systems can detect vehicle presence within a 98 to 102 percent accuracy (up to 2 percent of the vehicles missed and up to 2 percent of false detection) for clear, dry, daylight conditions, a 96 to 105 percent accuracy (up to 4 percent of the vehicles missed and up to 5 percent false detection) for dawn and dusk conditions, and a 96 percent accuracy (up to 4 percent of the vehicles missed) for night and adverse conditions (fog, snow, rain, etc.) using standard sensor optics and in the absence of occlusion.

Repair and replace all failed components within 72 hours.

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The Department may conduct field-testing to ensure the accuracy of completed video imaging loop emulator detection systems.

B. Loop Emulator System:

Furnish loop emulator systems that receive and simultaneously process information from camera sensor units, and provides detector outputs to signal controllers.

Ensure systems provide the following:

- Operate in a typical roadside environment and meet the environmental specifications and are fully compatible with NEMA TS 1, NEMA TS 2, or Type 170/2070L controllers and cabinets.
- provide a "fail-safe" mode whereby failure of one or more of the camera sensor units or
 power failure of the loop emulator system will cause constant calls to be placed on the
 affected vehicle detection outputs to the signal controller,
- provide compensation for minor camera movement of up to 2 percent of the field of view at 400 feet without falsely detecting vehicles,
- process the video at a minimum rate of 30 times per second,
- provide separate wired connectors inside the controller cabinet for video recording each camera,
- provide remote video monitoring with a minimum refresh rate at 1 frame per second over a standard dial-up telephone line,
- provide remote video detection monitoring.

Furnish camera sensor units that comply with the following:

- have an output signal conforming to EIA RS-170 standard,
- have a nominal output impedance of 75 ohms,
- be immune to bright light sources, or have built in circuitry or protective devices to prevent damage to the sensor when pointed directly at strong light sources,
- be housed in a light colored environmental enclosure that is water proof and dust tight, and that conforms to NEMA-4 specifications or better,
- simultaneously monitor at least five travel lanes when placed at the proper mounting location with a zoom lens,
- have a sunshield attached to the environmental enclosure to minimize solar heating,
- meet FCC class B requirements for electromagnetic interference emissions,
- have a heater attached to the viewing window of the environmental enclosure to prevent ice and condensation in cold weather.

Where coaxial video cables and other cables are required between the camera sensor and other components located in the controller cabinet, furnish surge protection in the controller cabinet.

If furnishing coaxial communications cable comply with the following, as recommended by the approved loop emulator manufacturer:

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- Number 20 AWG, solid bare copper conductor terminated with crimped-on BNC connectors (do not use BNC adapters) from the camera sensor to the signal controller cabinet.
- Number 22 AWG, stranded bare copper conductor terminated with crimped-on BNC connectors (do not use BNC adapters) from the camera sensor unit to the junction box, and within the signal controller cabinet.

Furnish power cable appropriately sized to meet the power requirements of the sensors. At a minimum, provide three conductor 120 VAC field power cable.

As determined during the site survey, furnish sensor junction boxes with nominal 6 x 10 x 6 inches dimensions at each sensor location. Provide terminal blocks and tie points for coaxial cable.

C. Video Imaging Loop Emulator System Support:

Furnish video imaging loop emulator systems with either a simple keyboard or a mouse with monitor and appropriate software, or with system software for use on department-owned laptop PCs. Ensure the system is Windows 2000 and Windows XP compatible.

Provide Windows 2000 and Windows XP compatible personal computer software, if needed, to provide remote video and video detection monitoring.

Ensure systems allow the user to edit previously defined detector configurations. When a vehicle is within a detection zone, provide for a change in color or intensity of the detection zone perimeter or other appropriate display changes on the Department-furnished monitor or laptop computer screen.

Provide cabling and interconnection hardware with 6-foot minimum length interconnection cable to interface with the system.

Provide all associated equipment manuals and documentation.

4.3. CONSTRUCTION METHODS

Arrange and conduct site surveys with the system manufacturer's representative and Department personnel to determine proper camera sensor unit selection and placement. Provide the Department at least 3 working days notice before conducting site surveys. Upon completion of the site surveys the Department will provide revised plans reflecting the findings of the site survey.

Before beginning work at locations requiring video imaging loop emulator detection systems, furnish system software. Upon activation of detection zones, provide detector configuration files. Ensure that up-to-date detection configuration files are furnished for various detection zone configurations that may be required for construction phasing.

Place into operation loop emulator detection systems. Configure loop emulator detection systems to achieve required detection in designated zones. Have a certified manufacturer's representative on site to supervise and assist with installation, set up, and testing of the system.

Install the necessary processing and communications equipment in the signal controller cabinet. Make all necessary modifications to install equipment, cabling harnesses, and camera sensor interface panels with surge suppression.

Perform modifications to camera sensor unit gain, sensitivity, and iris limits necessary to complete the installation.

Do not install camera sensor units on signal poles unless approved by the Engineer.

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Install the necessary cables from each sensor to the signal controller cabinet along signal cabling routes. Install surge protection and terminate all cable conductors.

Relocate camera sensor units and reconfigure detection zones as necessary according to the plans for construction phases.

Provide at least 8 hours of training on the set up, operation, troubleshooting, and maintenance of the loop emulator detection system to a maximum of ten Department personnel. Arrange for training to be conducted by the manufacturer's representative at an approved site within the Division responsible for administration of the project. Thirty days before conducting training submit a detailed course curriculum, draft manuals and materials, and resumes. Obtain approval of the submittal before conducting the training. At least one week before beginning training, provide three sets of complete documentation necessary to maintain and operate the system. Do not perform training until installation of loop emulator detection systems is complete.

4.4. MEASUREMENT AND PAYMENT

Actual number of site surveys, arranged, conducted, and accepted.

Actual number of cameras without internal loop emulator processing units furnished, installed, and accepted.

Actual number of external loop emulator processing units furnished, installed, and accepted.

Actual number of camera sensor units relocated with detection zones reconfigured installed, and accepted.

No measurement will be made of video imaging loop emulator system support or training, power and video cables, and trenching as these items will be considered incidental to furnishing and installing video imaging loop emulator detection systems.

Payment will be made under:

Site Survey	Each
Camera without Internal Loop Emulator Processing Unit	
External Loop Emulator Processing Unit	
Relocate Camera Sensor Unit	

5. TRAFFIC SIGNAL SUPPORTS

5.1. 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* 6th Edition, 2013 (hereafter called 6th 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. For holes in the poles used to accommodate cables, provide full-circumference grommets.

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 GalvanizingArticle 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:

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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 unique <u>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	Submit copies of LPILE input, output and pile tip deflection graph per Section 11.4 of this specification for each foundation.
			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.

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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 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 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 continuously weld pole 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. Use full penetration groove welds with backing ring for all tube-to-transverse-plate connections in accordance with 6th 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 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.

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 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 ½" minimum thick steel with a minimum width of 4". Galvanizing is not required for both plates.

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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. 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 1/4" thick plate for concrete foundation tag to include: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation.

5.2. 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.

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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.

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.

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Ensure that allowable pole deflection does not exceed that allowed per 6th 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 I degree 40 minutes (I°40') of vertical. Install poles with the manufacturer's recommended "rake." Use threaded leveling nuts to establish rake if required.

5.3. DRILLED PIER FOUNDATIONS FOR METAL TRAFFIC SIGNAL POLES

Analysis procedures and formulas shall be based on AASHTO 6th 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 I.33 for torsion and 2.0 for bending for the foundation design.

Foundation design for lateral load shall not exceed I" 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 α -method for cohesive soils and the β -method for cohesion-less soils (**Broms method will not be accepted**). Detailed descriptions of the " α " and " β " 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: IV 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

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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.

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:

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

Total Number of N-values

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

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

$$N_{STD DEV} = \underbrace{ (Total Number of N-values x Y) - Z^2 }_{(Total Number of N-values) x (Total Number of N-values - 1)}^{0.5}$$

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

$$N_{AVG}$$
 – ($N_{STD \, DEV} \times 0.45$)

Or

Average of First Four N-Values = $(N@1' + N@2.5' + N@5' + N@7.5')$

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.

1f 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.

C. Drilled Pier Construction:

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

5.4. 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 1TS (non-signalized locations) plan.

Design all traffic signal support structures using the following 6th 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 11 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.

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 ft² (17.0 ft² without back plate)
- 4-section, 12-inch, Surface area: 32.0 ft² (21.0 ft² without back plate)
- 5-section, 12-inch, Surface area: 42.0 ft² (29.0 ft² 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

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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.

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. 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^{th} 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:

<u>Case 1</u> Circular or rectangular solid base plate with the upright pole welded to the top surface of base plate with full penetration butt weld, 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

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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.

<u>Case 2</u> 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.

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.

5.5. POLE NUMBERING SYSTEM FOR NEW POLES

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

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5.6. 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.

Actual number of designs for metal strain poles furnished 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	
Drilled Pier Foundation.	
Metal Strain Pole Design	

Version 18.2 43 print date: 10/14/19

Project Special Provisions Structure

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PROJECT SPECIAL PROVISIONS STRUCTURE

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.

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

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

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

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

Overhang width is measured from the centerline of the girder to the edge of the deck slab.

For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 ½" 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 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 3/4".

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

Design falsework and formwork requiring submittals in accordance with the 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.

Height Zone	Pressur	Pressure, lb/ft ² for Indicated Wind Velocity, mph					
feet above ground	70	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		

Table 2.2 - Wind Pressure Values

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.

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	1redell	70	Scotland	70
Carteret	110	Jackson	80	Stanley	70
Caswell	70	Johnston	80	Stokes	70
Catawba	70	Jones	100	Surry	70
Cherokee	80	Lee	70	Swain	80
Chatham	70	Lenoir	90	Transylvania	80
Chowan	90	Lincoln	70	Tyrell	100
Clay	80	Macon	80	Union	70
Cleveland	70	Madison	80	Vance	70
Columbus	90	Martin	90	Wake	70
Craven	100	McDowell	70	Warren	70
Cumberland	80	Mecklenburg	70	Washington	100
Currituck	100	Mitchell	70	Watauga	70
Dare	110	Montgomery	70	Wayne	80
Davidson	70	Moore	70	Wilkes	70
Davie	70	Nash	80	Wilson	80
Duplin	90	New Hanover	100	Yadkin	70
Durham	70	Northampton	80	Yancey	70
Edgecombe	80	Onslow	100		
Forsyth	70	Orange	70		

B. Review and Approval

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

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

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

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

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

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

A. Maintenance and Inspection

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

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

B. Foundations

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

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.

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.

Submittals may also be made via email.

Send submittals to:

ilbolden@ncdot.gov (James Bolden)

Send an additional e-copy of the submittal to the following address:

eomile@ncdot.gov (Emmanuel Omile) 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.

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: Via other delivery service:

Mr. Chris Kreider, P. E. Mr. Chris Kreider, P. E.

Eastern Regional Geotechnical Eastern Regional Geotechnical

Manager Manager

North Carolina Department North Carolina Department

of Transportation of Transportation

Geotechnical Engineering Unit Geotechnical Engineering Unit

Eastern Regional Office Eastern Regional Office

1570 Mail Service Center 3301 Jones Sausage Road, Suite 100

Raleigh, NC 27699-1570 Garner, NC 27529

Via Email: 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

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit's website, via the "Drawing Submittal Status" link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit's website, via the "Geotechnical Construction Submittals" link.

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

Primary Structures Contact: James Bolden (919) 707 – 6408

(919) 250 - 4082 facsimile

ilbolden@ncdot.gov

Secondary Structures Contacts:	Emmanuel Omile Madonna Rorie	(919) 707 – 6451 (919) 707 – 6508
Eastern Regional Geotechnical Conta	act (Divisions 1-7): Chris Kreider ckreider@ncdot.gov	(919) 662 – 4710
Western Regional Geotechnical Con	tact (Divisions 8-14): Eric Williams ewilliams3@ncdot.gov	(704) 455 – 8902

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.

STRUCTURE SUBMITTALS

Submittal	Copies Required by Structures Management Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal ¹
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & "Falsework and Formwork"
Box Culvert Falsework ⁷	5	0	Plan Note, SN Sheet & "Falsework and Formwork"
Cofferdams	6	2	Article 410-4
Foam Joint Seals ⁶	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 ² (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
Metalwork for Elastomeric Bearings ^{4,5}	7	0	Article 1072-8
Miscellaneous Metalwork ^{4,5}	7	0	Article 1072-8
Disc Bearings ⁴	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) ³	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and	0	Article 420-3

	1 reproducible		
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 ⁵	7	0	Article 1072-8 & "Sound Barrier Wall"
Structural Steel ⁴	2, then 7	0	Article 1072-8
Temporary Detour Structures	10	2	Article 400-3 & "Construction, Maintenance and Removal of Temporary Structure at Station"
TFE Expansion Bearings ⁴	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.

GEOTECHNICAL SUBMITTALS

Submittal	Copies Required by Geotechnical Engineering Unit	Copies Required by Structures Management Unit	Contract Reference Requiring Submittal ¹
Drilled Pier Construction Plans ²	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports ²	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms ^{2,3}	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports ²	1	0	Subarticle 450-3(F)(3)
Retaining Walls ⁴	1 drawings, 1 calculations	2 drawings	Applicable Provisions
Temporary Shoring ⁴	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 See second page of form for submittal instructions.
- 4. Electronic copy of submittal is required. See referenced provision.

CRANE SAFETY (6-20-19)

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

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

CRANE SAFETY SUBMITTAL LIST

- A. <u>Competent Person:</u> 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. <u>Riggers:</u> 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. <u>Crane Inspections:</u> Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. <u>Certifications:</u> Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or the National Center for Construction Education and Research (NCCER). Other approved nationally accredited programs will be considered upon request. In addition, crane operators shall have a current CDL medical card. Submit a list of crane operator(s) and include current certification for each type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

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.

ASBESTOS ASSESSMENT FOR BRIDGE DEMOLITION AND RENOVATION ACTIVITIES

(12-30-15)

1.0 Inspection for Asbestos Containing Material

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

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

 ACM	was	four	ıd
ACM	was	not i	found

2.0 REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL

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

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

3.0 DEMOLITION NOTIFICATION

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

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

Contact Information

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

Fax: (919) 870-4808

4.0 SPECIAL CONSIDERATIONS

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

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

Buncombe County

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

Forsyth County

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

Mecklenburg County

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

5.0 ADDITIONAL INFORMATION

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

www.epi.state.nc.us/epi/asbestos/ahmp.html

6.0 BASIS OF PAYMENT

Payment for the work required in this provision will be at the lump sum contract unit price for "Asbestos Assessment". Such payment will be full compensation for all asbestos inspections, reports, permitting and notifications.

PROJECT SPECIAL PROVISION

(10-18-95) (Rev. 3-21-17))

PERMITS

Z-1a

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.

PERMIT AUTHORITY GRANTING THE PERMIT

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
Buffer Certification	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.

DEPARTMENT OF THE ARMY PERMIT

Permittee: PUBLIX SUPER MARKETS, INC.

ATTN: MR. RANDY BARBER

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ATTN: MR. PHILIP S. HARRIS III, P.E., C.P.M.

Permit No: SAW-2018-00240

Issuing Office: CESAW-RG-R

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The project involves construction of the Publix Greensboro Distribution Center and associated infrastructure, including the NCDOT US Highway 70 Improvements (TIP No. U-2581BA). The project involves the permanent discharge of dredged or fill material into 4,780 linear feet of intermittent and perennial stream channel, 1.01 acres of riparian non-riverine wetlands, and 1.65 acres of open water impoundments, the temporary discharge of fill material into 90 linear feet of stream channel, and indirect impacts to 0.20 acre of wetlands and 252 linear feet of stream channel.

Project Location: The grocery distribution center project area is located on the south side of US Highway 70, centered at its intersection with Birch Creek Road, in McLeansville, Guilford County, North Carolina. Roadway improvements associated with this project are proposed along approximately 1.5 miles of US Highway 70, from Mt. Hope Church Road to Sun Lake Road, in McLeansville, Guilford County, North Carolina (36.0805° N, -79.6556° W

Permit Conditions:

General Conditions:

- * 1. The time limit for completing the work authorized ends on <u>December 31, 2030</u>. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
 - 2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized

activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

- 3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- *4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
- 5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
- 6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit,

Special Conditions:

SEE ATTACHED SPECIAL CONDITIONS

Further Information:

U.S.C. 1413).

escribed

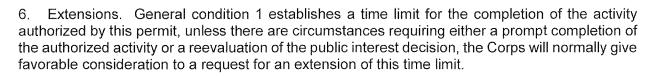
- 2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33

- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.

- d. This permit does not authorize interference with any existing or proposed Federal project.
- 3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
- *4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
- 5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.



Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE) PUBLIX SUPER MARKETS, INC. MR. RANDY BARBER	(DATE)
(PERMITTEE) NORTH CAROLINA DEPARTMENT OF TRANSPORTATION MR. PHILIP S. HARRIS III, P.E., C.P.M.	V17/2020 ON (DATE)
This permit becomes effective when the Federal official, designated to act f Army, has signed below.	or the Secretary of the
(DISTRICT COMMANDER) ROBERT J. CLARK, COLONEL	(DATE)
When the structures or work authorized by this permit are still in existence as is transferred, the terms and conditions of this permit will continue to be owner(s) of the property. To validate the transfer of this permit and the associated with compliance with its terms and conditions, have the translelow.	e binding on the new e associated liabilities
(TRANSFEREE)	(DATE)

WORK LIMITS / NOTIFICATION

- 1. **Work Limits:** All work authorized by this permit shall be performed in strict compliance with the attached permit plans entitled "Preliminary Jurisdictional Waters of the U.S. Impacts Map" Sheets 1 through 12, "Publix Greensboro Distribution Center" Sheets SW-100 though SW-107, and NCDOT "Wetland and Surface Water Impacts Permit" Permit Drawing Sheets 1 through 14. The Permittees shall ensure that the construction design plans for this project do not deviate from the permit plans attached to this authorization. Any modification to the attached permit plans must be approved by the U.S. Army Corps of Engineers (Corps) prior to any active construction in waters or wetlands.
- 2. Unauthorized Dredge and/or Fill: Except as authorized by this permit or any Corps-approved modification to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, within waters or wetlands. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area. This prohibition applies to all borrow and fill activities connected with this project.
- 3. Permit Distribution: The Permittees shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this permit. A copy of this permit, including all conditions and drawings shall be available at the project site during construction and maintenance of this project.
- 4. Preconstruction Meeting: The Permittees shall conduct an onsite preconstruction meeting between their representatives, contractor's representatives and the appropriate U.S. Army Corps of Engineers Project Manager prior to undertaking any work within jurisdictional waters and wetlands to ensure that there is a mutual understanding of all terms and conditions contained within the Department of the Army permit. The Permittees shall schedule the preconstruction meeting for a time frame when the Corps and NCDWR Project Managers can attend. The Permittees shall invite the Corps and NCDWR Project Managers a minimum of thirty (30) days in advance of the scheduled meeting in order to provide those individuals with ample opportunity to schedule and participate in the required meeting. The thirty (30) day requirement can be waived with the concurrence of the Corps.

- * 5. **Notification of Construction Commencement and Completion:** The Permittees shall notify the U.S. Army Corps of Engineers in writing prior to beginning the work authorized by this permit and again upon completion of the work authorized by this permit.
 - 6. **Reporting Address:** All reports, documentation, and correspondence required by the conditions of this permit shall be submitted to the following: U.S. Army Corps of Engineers, Wilmington District Raleigh Field Office, Attn: David E. Bailey at 919-554-4884 Ext. 30 / David.E.Bailey2@usace.army.mil. The Permittees shall reference the following permit number, SAW-2018-00240, on all submittals.
 - 7. **Permit Revocation:** The Permittees, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the work will, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the water or wetland to its pre-project condition.
 - 8. **Reporting Violations:** Violation of these permit conditions or violation of Section 404 of the Clean Water Act shall be reported to the Corps in writing and by telephone at: 919-554-4884 Ext. 30 / David.E.Bailey2@usace.army.mil within 24 hours of the Permittee's discovery of the violation.
 - 9. Endangered Species Act: The Permittees shall implement all necessary measures to ensure the authorized activity does not kill, injure, capture, harass, or otherwise harm any federally-listed threatened or endangered species. While accomplishing the authorized work, if the Permittees discover or observe an injured or dead threatened or endangered species, the U.S. Army Corps of Engineers, Wilmington District Raleigh Field Office, Attn: David E. Bailey at 919-554-4884 Ext. 30 / David.E.Bailey2@usace.army.mil will be immediately notified to initiate the required Federal coordination.
 - 10. **Endangered Species Act:** The U.S. Fish and Wildlife Service's (USFWS's) Programmatic Biological Opinion (BO) titled "Bridge and Culvert Replacements/Repairs/Rehabilitations in Eastern North Carolina, NCDOT Divisions 1-8)," dated June 13, 2018, contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" that are specified in the BO. Your authorization under this Corps permit is conditional upon your compliance with all the mandatory terms and conditions associated with incidental take of the BO, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the BO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also

constitute non-compliance with your Corps permit. The USFWS is the appropriate authority to determine compliance with the terms and conditions of its BO, and with the ESA.

11. **National Historic Preservation Act:** While accomplishing the authorized work, if the Permittees discover any previously unknown cultural resources, the District Engineer will be immediately notified so that required coordination can be initiated with the North Carolina Division of Natural and Cultural Resources.

RELATED LAWS

12. **Maintain Flows and Circulation Patterns of Waters:** Except as specified in the plans attached to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, in such a manner as to impair normal flows and circulation patterns within waters or wetlands or to reduce the reach of waters and/or wetlands.

13. Sediment and Erosion Control:

- a. During the clearing phase of the project, heavy equipment shall not be operated in surface waters or stream channels. Temporary stream crossings will be used to access the opposite sides of stream channels. All temporary diversion channels and stream crossings will be constructed of non-erodible materials. Grubbing of riparian vegetation will not occur until immediately before construction begins on a given segment of stream channel.
- b. No fill or excavation impacts for the purposes of sedimentation and erosion control shall occur within jurisdictional waters, including wetlands, unless the impacts are included on the plan drawings and specifically authorized by this permit. This includes, but is not limited to, sediment control fences and other barriers intended to catch sediment losses.
- c. The Permittees shall remove all sediment and erosion control measures placed in waters and/or wetlands, and shall restore natural grades on those areas, prior to project completion.
- d. The Permittees shall use appropriate sediment and erosion control practices which equal or exceed those outlined in the most recent version of the "North Carolina Sediment and Erosion Control Planning and Design Manual" to ensure compliance with the appropriate turbidity water quality standard. Erosion and sediment control practices shall be in full

compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to ensure compliance with the appropriate turbidity water quality standards. This shall include, but is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project shall remain in full compliance with all aspects of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4). Adequate sedimentation and erosion control measures shall be implemented prior to any ground disturbing activities to minimize impacts to downstream aquatic resources. These measures shall be inspected and maintained regularly, especially following rainfall events. All fill material shall be adequately stabilized at the earliest practicable date to prevent sediment from entering into adjacent waters or wetlands.

- 14. Clean Fill: The Permittees shall use only clean fill material for this project. The fill material shall be free of items such as trash, construction debris, metal and plastic products, and concrete block with exposed metal reinforcement bars. Soils used for fill shall not be contaminated with any toxic substance in concentrations governed by Section 307 of the Clean Water Act. Unless otherwise authorized by this permit, all fill material placed in waters or wetlands shall be generated from an upland source.
- 15. **Water Contamination:** All mechanized equipment shall be regularly inspected and maintained to prevent contamination of waters and wetlands from fuels, lubricants, hydraulic fluids, or other toxic materials. In the event of a spill of petroleum products or any other hazardous waste, the Permittees shall immediately report it to the N.C. Division of Water Resources at (919) 733-3300 or (800) 858-0368 and provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act shall be followed.

Rationale: This condition addresses potential indirect impacts to WOUS from mechanized equipment fluids.

AQUATIC LIFE

- 16. Aquatic Life Movement: No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area. All discharges of dredged or fill material within waters of the United States shall be designed and constructed to maintain low flows to sustain the movement of aquatic species.
- 17. **Prohibitions on Concrete:** The Permittees shall take measures necessary to prevent live or fresh concrete, including bags of uncured concrete, from coming into contact with any water in or entering into waters of the United States. Water inside coffer dams or casings that has been in contact with concrete shall only be returned to waters of the United States when it no longer poses a threat to aquatic organisms (concrete is set and cured).

COMPENSATORY MITIGATION

*18. 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 Forms. The requirements of these forms, including any special conditions listed on these forms, are hereby incorporated as special conditions of this permit.

UTILITY LINES

19. No discharges of dredged or fill material are authorized by this permit for the purposes of installation of utility lines. Stream impacts for the sewer line crossings of Streams A and J will be avoided through the use of trenchless techniques such as jack and bore or horizontal directional drill, as shown on the permitted plans.

MONITORING

* 20. Publix Super Markets shall implement the "Stream Hydrology Monitoring Plan, Publix Distribution Center" prepared by Timmons Group, dated November 27, 2019, with the following modification: Publix Super Markets shall collect data continuously for a minimum period of three (3) years which will begin when the erosion control permit is formally closed by the appropriate local or state agency indicating that the site is considered stable and in a "post-construction" stormwater condition. Publix Super Markets will notify the Corps within 30 days of the start of continuous monitoring. All required reports shall be provided to the Corps per Special Condition 6 above.

P-11

ROY COOPER Governor MICHAEL S. REGAN Secretary LINDA CULPEPPER Director



January 22, 2020

DWR # 20190289 correction Guilford County

Publix Super Markets Inc Attn: Randy Barber 501 North Galloway Rd Lakeland, FL 33815

NCDOT, Environmental Analysis Unit Attn: Phillip Harris III, P.E., C.P.M. 1598 Mail Service Center Raleigh NC 27699-1598

Subject: Approval of Individual 401 Water Quality Certification with Additional Conditions

Publix Distribution Center

USACE Action ID. No. SAW-2018-00240

Dear Sirs:

Attached hereto is a copy of Certification No. WQC004211 issued to Randy Barber and Publix Super Markets Inc., and Phillip Harris III and NCDOT, dated January 22, 2020. This Certification is being issued as a correction to, and replaces in full, the Certification issued on December 17, 2019. Please note that you should get any other federal, state or local permits before proceeding with the subject project, including those required by (but not limited to) Sediment and Erosion Control, Non-Discharge, and Water Supply Watershed regulations.

This approval and its conditions are final and binding unless contested. This Certification can be contested as provided in Articles 3 and 4 of General Statute 150B by filing a written petition for an administrative hearing to the Office of Administrative Hearings (hereby known as OAH) within sixty (60) calendar days.

A petition form may be obtained from the OAH at http://www.ncoah.com/ or by calling the OAH Clerk's Office at (919) 431-3000 for information. A petition is considered filed when the original and one (1) copy along with any applicable OAH filing fee is received in the OAH during normal office hours (Monday through Friday between 8:00am and 5:00pm, excluding official state holidays).



Publix Distribution Center DWR Project #20190289 Individual Certification #WQC004211 Page **2** of **10**

The petition may be faxed to the OAH at (919) 431-3100, provided the original and one copy of the petition along with any applicable OAH filing fee is received by the OAH within five (5) business days following the faxed transmission.

Mailing address for the OAH:

If sending via US Postal Service:

If sending via delivery service (UPS, FedEx, etc):

Office of Administrative Hearings

Office of Administrative Hearings 1711 New Hope Church Road

6714 Mail Service Center Raleigh, NC 27699-6714

Raleigh, NC 27609-6285

One (1) copy of the petition must also be served to DEQ:

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

Unless such a petition is filed, this Certification shall be final and binding.

This certification completes the review of the Division under section 401 of the Clean Water Act and 15A NCAC 02H .0500. Contact Sue Homewood at 336-776-9693 or sue.homewood@ncdenr.gov if you have any questions or concerns.

Sincerely, Charticle McDamil

for Mac Haupt, Acting Supervisor 401 & Buffer Permitting Branch

Enclosures: Final Decision Granting Variance with Conditions (DWR Project #20190289 v2)

cc: Brian Breissinger, Timmons Group (via email)

Michael Turchy, NCDOT (via email)
David Bailey, USACE Raleigh Regulatory Field Office (via email)

Olivia Munzer, NCWRC (via email) Todd Bowers, EPA, (via email)

DWR WSRO 401 file

DWR 401 & Buffer Permitting Branch file

Filename: 20190289Publix(Guilford)_401_IC_correction.docx

Publix Distribution Center DWR Project #20190289 Individual Certification #WQC004211 Page **3** of **10**

NORTH CAROLINA 401 WATER QUALITY CERTIFICATION

CERTIFICATION #WQC004211 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to North Carolina's Regulations in 15 NCAC 02H .0500, to Randy Barber and Publix Super Markets Inc., and Phillip Harris III and NCDOT, who have authorization for the impacts listed below, as described within your application received by the N.C. Division of Water Resources (Division) on March 5, 2019 and subsequent information on May 5, 2019, August 16, 2019, October 7, 2019, December 9, 2019 and December 12, 2019, and by Public Notice issued by the U. S. Army Corps of Engineers and received by the Division on February 28, 2019.

The State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of the Public Laws 92-500 and PL 95-217 if conducted in accordance with the application, the supporting documentation, and conditions hereinafter set forth.

This approval requires you to follow the conditions listed in the certification below. Conditions of Certification:

1. The following impacts are hereby approved. No other impacts are approved, including incidental impacts. [15A NCAC 02H .0506(b) and/or (c)]

Development Impacts

Type of Impact	Amount Approved (units)	Amount Approved (units)
	Permanent	Temporary
Stream		
S1-A*	290 (linear feet)	0 (linear feet)
S1-B	687 (linear feet)	0 (linear feet)
S1-C	28 (linear feet)	0 (linear feet)
S2	318 (linear feet)	0 (linear feet)
S3*	204 (linear feet)	0 (linear feet)
S3.2*	163 (linear feet)	0 (linear feet)
S4	283 (linear feet)	0 (linear feet)
S5	56 (linear feet)	0 (linear feet)
S6	373 (linear feet)	0 (linear feet)
S7-A*	1479 (linear feet)	0 (linear feet)
S7-B	708 (linear feet)	0 (linear feet)
S7-C	54 (linear feet)	0 (linear feet)
S10.2	89 (linear feet)	0 (linear feet)
404/401 Wetlands		
W1	142 (square feet)	0 (square feet)
W2	743 (square feet)	0 (square feet)
W2.2	21 (square feet)	0 (square feet)
W3-A	87 (square feet)	0 (square feet)

Publix Distribution Center DWR Project #20190289 Individual Certification #WQC004211 Page 4 of 10

W3-B	5035 (square feet)	0 (square feet)
W3-C	1297 (square feet)	0 (square feet)
W4	1468 (square feet)	0 (square feet)
W5-B	4169 (square feet)	0 (square feet)
W6-A	911 (square feet)	0 (square feet)
W6-B	1370 (square feet)	O (square feet)
W8	255 (square feet)	O (square feet)
W9	976 (square feet)	O (square feet)
W10	285 (square feet)	O (square feet)
W10.2	85 (square feet)	0 (square feet)
W11	519 (square feet)	0 (square feet)
W12-A	608 (square feet)	0 (square feet)
W12-B	340 (square feet)	0 (square feet)
W13	5895 (square feet)	0 (square feet)
W14	7167 (square feet)	0 (square feet)
W15	132 (square feet)	0 (square feet)
W16	67 (square feet)	0 (square feet)
W17	87 (square feet)	0 (square feet)
W18-A	280 (square feet)	0 (square feet)
W18-B	203 (square feet)	0 (square feet)
W18-C	164 (square feet)	0 (square feet)
W18-D	822 (square feet)	0 (square feet)
W18-E	1308 (square feet)	0 (square feet)
W19	4935 (square feet)	0 (square feet)
W19.2	3461 (square feet)	0 (square feet)
W19.3	5113 (square feet)	0 (square feet)
Open Waters		
W5-A	62719 (square feet)	0 (square feet)
W7	142 (square feet)	0 (square feet)

^{*} indicates perennial stream requiring mitigation

Roadway Improvement Impacts

Type of Impact	Amount Approved (units) Permanent	Amount Approved (units) Temporary
Stream		
S1	10 (linear feet)	19 (linear feet)
S2	6 (linear feet)	10 (linear feet)
S3	13 (linear feet)	13 (linear feet)
S 5	251 (linear feet)	33 (linear feet)
S6	20 (linear feet)	15 (linear feet)
404/401 Wetlands		
W2	0.02 (acres)	0.01 (acres)

Publix Distribution Center DWR Project #20190289 Individual Certification #WQC004211 Page **5** of **10**

W4	0.05 (acres)	0.03 (acres)
W5	001 (acres)	0 (acres)
Buffers – Zone 1		
B1	1201 (square feet)	0 (square feet)
B2*	11763 (square feet)	0 (square feet)
В3	1635 (square feet)	0 (square feet)
Buffers – Zone 2		
B2*	4355 (square feet)	0 (square feet)
В3	896 (square feet)	0 (square feet)

^{*} indicates impacts requiring mitigation

- This approval is for the purpose and design described in your application and as described in the Public Notice. The plans and specifications for this project are incorporated by reference and are an enforceable part of the Certification. Any modifications to the project require notification to DWR and may require an application submittal to DWR with the appropriate fee. [15A NCAC 02H .0501 and .0502]
- * 3. Mitigation must be provided for the proposed development impacts as specified in the table below. The Division has received acceptance letters from the NC Division of Mitigation Services (DMS) to meet this mitigation requirement. Until the DMS receives and clears your payment, and proof of payment has been provided to this Office, no impacts specified in this Authorization Certificate shall occur. For accounting purposes, this Authorization Certificate authorizes payment to the DMS to meet the following compensatory mitigation requirement [15A NCAC 02H .0506 (b)(6)]:

	Compensatory Mitigation Required	River and Sub-basin Number
Stream	2,136 (feet)	Cape Fear (03030002)
Wetland	1.10 (acres)	Cape Fear (03030002)
Buffers	Zone 1: 11763 (square feet)	Cape Fear (03030002)
	Zone 2: 4355 (square feet)	Haw River

- *4. Publix Super Markets Inc shall secure an approved Stormwater Management Plan (SMP) from Guilford County before any development impacts authorized in this certification occur. If the approved SMP, or any future modification of the SMP, causes the outlet structures of Stormwater Pond A and Stormwater Pond D to be different from what was submitted to the Division on December 9, 2019 then the modified SMP shall also be submitted to the Division prior to the commencement of the modifications [15A NCAC 02B. .0506(b)(5)]
- ★ 5. Publix Super Markets Inc shall implement the Stream Hydrology Monitoring Plan prepared by Timmons Group and dated November 27, 2019 with the following modification: Publix Super Markets Inc shall collect data continuously for a minimum period of three (3) years which will begin when the erosion control permit is formally closed by the appropriate local or state agency which will indicate that the site is considered stable and in a "post-construction" stormwater condition. Publix Super Markets Inc will notify the Division within 30 days of start of continuous monitoring.

Publix Distribution Center DWR Project #20190289 Individual Certification #WQC004211 Page 6 of 10

- Full Compliance with Final Decision Granting Variance with Conditions (DWR Project #20190289 v2), issued by the Environmental Management Commission on August 9, 2019 is required. [15A NCAC 02H .0506(b)(3)]
- 7. All wetlands, streams, surface waters, and riparian buffers located within 50 feet of the construction area on the project site shall be clearly marked (example- orange fabric fencing) prior to any land disturbing activities and must be maintained on the property until the project phase is completed. [15A NCAC 02H .0506 (b)(2) and (c)(2) and 15A NCAC 02H .0507 (c)]
- *8. Any final construction plans for this project must include or reference the application and plans approved by the Division under this authorization letter and certification. The applicant will also be required to evaluate all acquired permits to assure that they are consistent, and all relative impacts are accounted for and shown on the construction plans. [15A NCAC 02H .0502 (b) and 15A NCAC 02H .0506 (4)]
 - The proposed project development project must comply with the Guilford County local water supply ordinance approved by the N.C. Environmental Management Commission (EMC) as required under the Jordan Lake Water Supply Watershed: Protection and Maintenance of Riparian Areas (Jordan Buffer Rule) [15A NCAC 02B .0267]
 - No waste, spoil, solids, or fill of any kind shall occur in wetlands or waters beyond the footprint of the impacts (including temporary impacts) as authorized under this Certification. [15A NCAC 02H .0501 and .0502]
 - No removal of vegetation or other impacts of any kind shall occur to state regulated riparian buffers beyond the footprint of impacts approved in a Buffer Authorization or Variance or as listed as an exempt activity in the applicable riparian buffer rules. [15A NCAC 02B .0200]
 - 11. All construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sediment and Pollution Control Act of 1973).
 - Sediment and erosion control measures shall not be placed in wetlands or waters except within the footprint of temporary or permanent impacts authorized under this Certification. [15A NCAC 02H .0501 and .0502]
 - 13. Erosion control matting that incorporates plastic mesh and/or plastic twine shall not be used along streambanks or within wetlands. [15A NCAC 02B .0201]
 - 14. An NPDES Construction Stormwater Permit (NCG010000) is required for construction projects that disturb one (1) or more acres of land. The NCG010000 Permit allows stormwater to be discharged during land disturbing construction activities as stipulated in the conditions of the permit. If the project is covered by this permit, full compliance with permit conditions including the erosion & sedimentation control plan, inspections and maintenance, self-monitoring, record keeping and reporting requirements is required. [15A NCAC 02H .0506(b)(5) and (c)(5)]

Publix Distribution Center DWR Project #20190289 Individual Certification #WQC004211 Page **7** of **10**

The North Carolina Department of Transportation (NCDOT) shall be required to be in full compliance with the conditions related to the construction activities within the most recent version of their individual NPDES (NCS000250) stormwater permit. [15A NCAC 02H .0506(b)(5) and (c)(5)]

- 15. All work in or adjacent to streams shall be conducted so that the flowing stream does not come in contact with the disturbed area. Approved best management practices from the most current version of the NC Sediment and Erosion Control Manual, or the NC DOT Construction and Maintenance Activities Manual, such as sandbags, rock berms, cofferdams, and other diversion structures shall be used to minimize excavation in flowing water. [15A NCAC 02H .0506(b)(3) and (c)(3)]
- 16. Application of fertilizer to establish planted/seeded vegetation within disturbed riparian areas and/or wetlands shall be conducted at agronomic rates and shall comply with all other Federal, State and Local regulations. Fertilizer application shall be accomplished in a manner that minimizes the risk of contact between the fertilizer and surface waters. [15A NCAC 02B .0200 and 15A NCAC 02B .0231]
- 17. If concrete is used during construction, then all necessary measures shall be taken to prevent direct contact between uncured or curing concrete and waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to waters of the state. [15A NCAC 02B .0200]
- 18. No temporary impacts are allowed beyond those included in this Certification. All temporary fill and culverts shall be removed and the impacted area shall be returned to natural conditions within 60 calendar days after the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross sectional dimensions, planform pattern, and longitudinal bed profile. All temporarily impacted sites shall be restored and stabilized with native vegetation. [15A NCAC 02H .0506(b)(2) and (c)(2)]
- 19. All proposed and approved temporary pipes/culverts/rip-rap pads etc. in streams shall be installed as outlined in the most recent edition of the North Carolina Sediment and Erosion Control Planning and Design Manual or the North Carolina Surface Mining Manual or the North Carolina Department of Transportation Best Management Practices for Construction and Maintenance Activities so as not to restrict stream flow or cause dis-equilibrium during use of this Certification. [15A NCAC 02H .0506(b)(2) and (c)(2)]
- 20. Any riprap required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the area directly impacted by the approved construction activity. All riprap shall be buried and/or "keyed in" such that the original stream elevation and streambank contours are restored and maintained. Placement of riprap or other approved materials shall not result in de-stabilization of the stream bed or banks upstream or downstream of the area. [15A NCAC 02H .0506(b)(2)]
- 21. Any rip-rap used for stream or shoreline stabilization shall be of a size and density to prevent movement by wave, current action, or stream flows and shall consist of clean rock or masonry material free of debris or toxic pollutants. Rip-rap shall not be installed in the streambed except in specific areas required for velocity control and to ensure structural integrity of bank stabilization measures. [15A NCAC 02H .0506(b)(2)]

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- * 22. This Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals before proceeding with the project, including those required by, but not limited to Sediment and Erosion Control, Non-Discharge, Water Supply Watershed, and Trout Buffer regulations.
 - 23. All mechanized equipment operated near surface waters shall be inspected and maintained regularly to prevent contamination of surface waters from fuels, lubricants, hydraulic fluids, or other toxic materials. Construction shall be staged in order to minimize the exposure of equipment to surface waters to the maximum extent practicable. Fueling, lubrication and general equipment maintenance shall not take place within 50 feet of a waterbody or wetlands to prevent contamination by fuels and oils. [15A NCAC 02H .0506(b)(3) and (c)(3) and 15A NCAC 02B .0211 (12)]
 - 24. Heavy equipment working in wetlands shall be placed on mats or other measures shall be taken to minimize soil disturbance. [15A NCAC 02H .0506(b)(3) and (c)(3)]
 - 25. In accordance with 143-215.85(b), the permittee shall report to the Winston Salem Regional Office at (336) 776-9800 (after hours and on weekends call 800-858-0368) any petroleum spill of 25 gallons or more; any spill regardless of amount that causes a sheen on surface waters; any petroleum spill regardless of amount occurring within 100 feet of surface waters; and any petroleum spill less than 25 gallons that cannot be cleaned up within 24 hours.
 - 26. Randy Barber and Publix Super Markets Inc., and Phillip Harris III and NCDOT shall conduct construction activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with section 303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. [15A NCAC 02B .0200] If the Division 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 Division may reevaluate and modify this Certification. Before modifying the Certification, the Division shall notify Randy Barber and Publix Super Markets Inc., and Phillip Harris III and NCDOT and the U.S. Army Corps of Engineers, provide public notice in accordance with 15A NCAC 02H .0503 and provide opportunity for public hearing in accordance with 15A NCAC 02H .0504. Any new or revised conditions shall be provided to Randy Barber and Publix Super Markets Inc., and Phillip Harris III and NCDOT in writing, shall be provided to the U.S. Army Corps of Engineers for reference in any Permit issued pursuant to Section 404 of the Clean Water Act, and shall also become conditions of the 404 Permit for the project.
- * 27. Upon completion of all permitted impacts included within the approval and any subsequent modifications, the applicant shall be required to return a certificate of completion (available on the DWR website https://edocs.deg.nc.gov/Forms/Certificate-of-Completion). [15A NCAC 02H .0502(f)]
- * 28. If the property or project is sold or transferred, the new Permittee shall be given a copy of this Certification (and written authorization if applicable) and is responsible for complying with all conditions. [15A NCAC 02H .0501 and .0502]

Publix Distribution Center DWR Project #20190289 Individual Certification #WQC004211 Page **9** of **10**

- 29. This Certification neither grants nor affirms any property right, license, or privilege in any waters, or any right of use in any waters. This Certification does not authorize any person to interfere with the riparian rights, littoral rights, or water use rights of any other person and this Certification does not create any prescriptive right or any right of priority regarding any usage of water. This Certification shall not be interposed as a defense in any action respecting the determination of riparian or littoral rights or other rights to water use. No consumptive user is deemed by virtue of this Certification to possess any prescriptive or other right of priority with respect to any other consumptive user regardless of the quantity of the withdrawal or the date on which the withdrawal was initiated or expanded.
- 30. This certification grants permission to the director, an authorized representative of the Director, or DENR staff, upon the presentation of proper credentials, to enter the property during normal business hours. [15A NCAC 02H .0502(e)]
- 31. Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of this General Certification for the project and may also result in criminal and/or civil penalties.
- 32. The permittee shall report to the Winston Salem Regional Office at (336) 776-9800 any noncompliance with this certification, any violation of stream or wetland standards [15A NCAC 02B .0200] including but not limited to sediment impacts, and any violation of state regulated riparian buffer rules [15A NCAC 02B .0200]. Information shall be provided orally within 24 hours (or the next business day if a weekend or holiday) from the time the applicant became aware of the circumstances. A written submission shall also be provided within 5 business days of the time the applicant becomes aware of the circumstances. The written submission shall contain a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, if the noncompliance has not been corrected, the anticipated time compliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The Division may waive the written submission requirement on a case-by-case basis.

This approval to proceed with your proposed impacts or to conduct impacts to waters as depicted in your application shall expire upon expiration of the 404 Permit. The conditions in effect on the date of issuance shall remain in effect for the life of the project, regardless of the expiration date of this Certification. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506]

This the 22nd day of January 2020

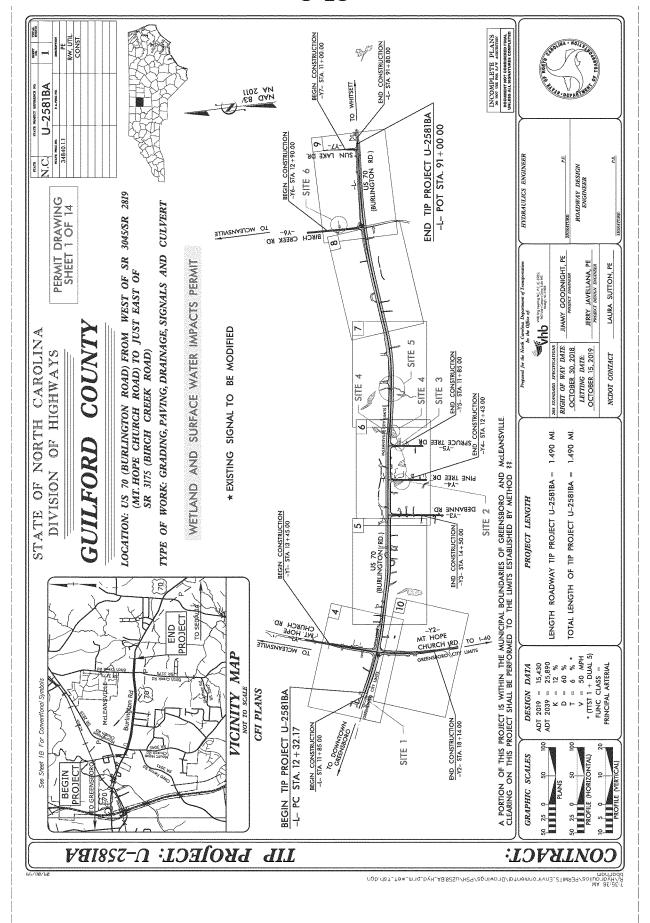
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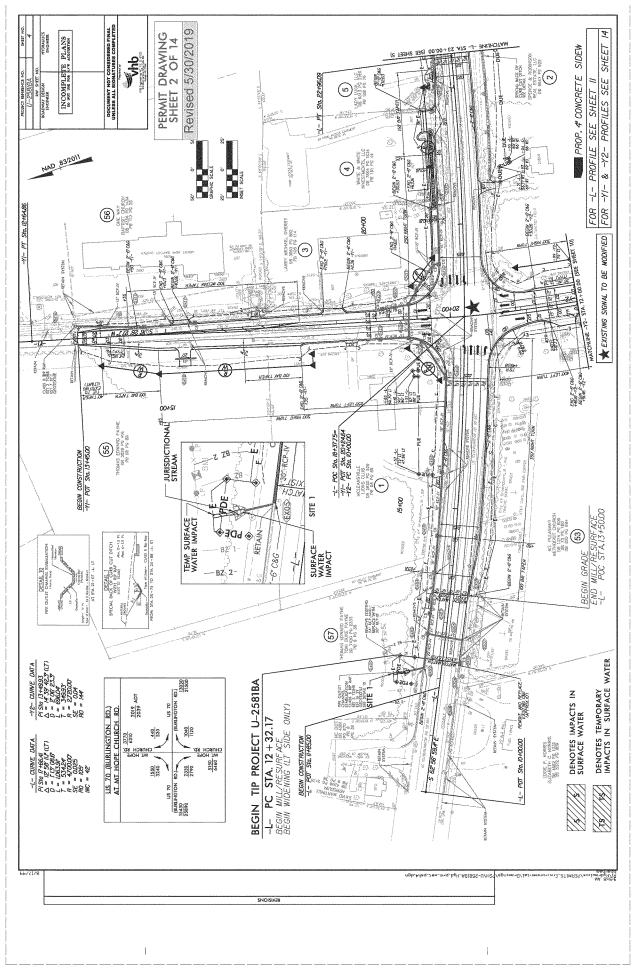
Mac Haupt, Acting Supervisor 401 & Buffer Permitting Branch

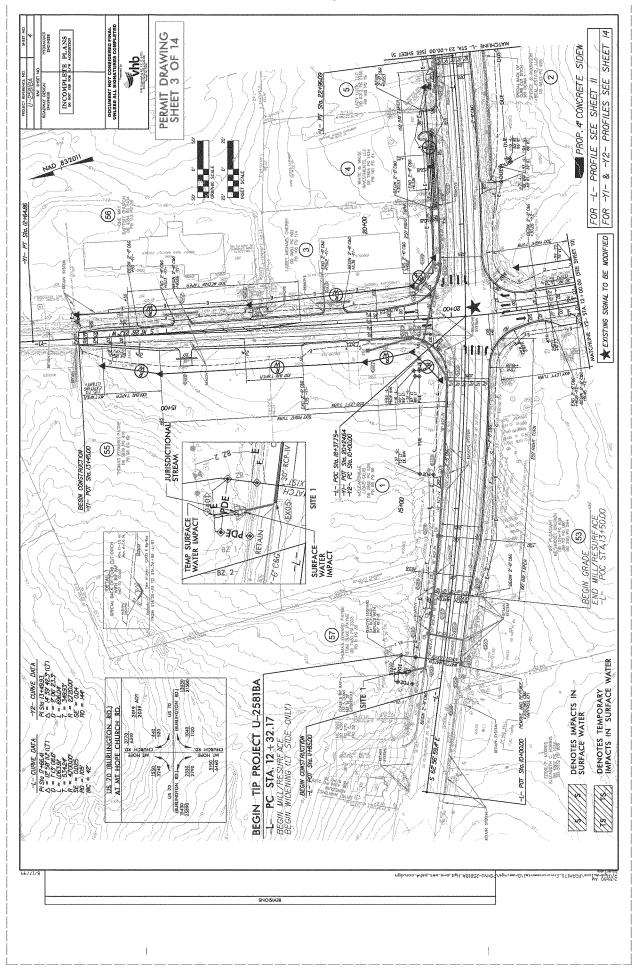
Publix Distribution Center DWR Project #20190289 Individual Certification #WQC004211 Page **10** of **10**

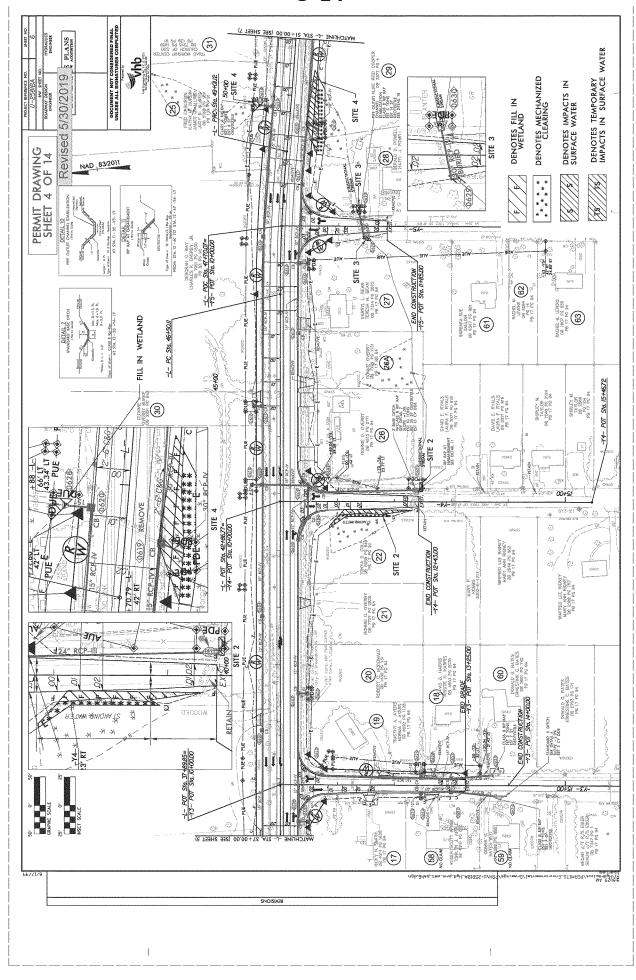
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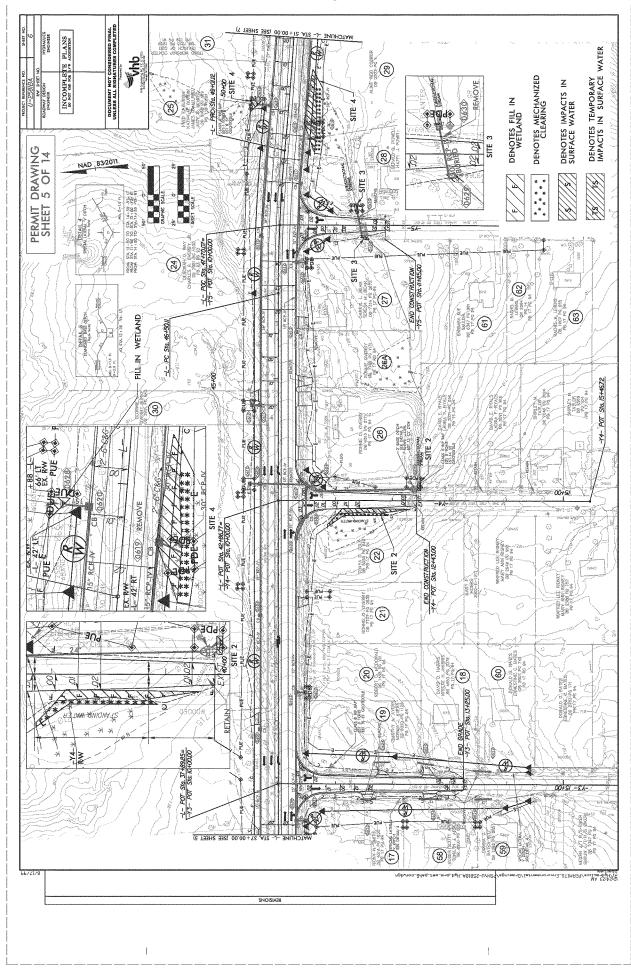
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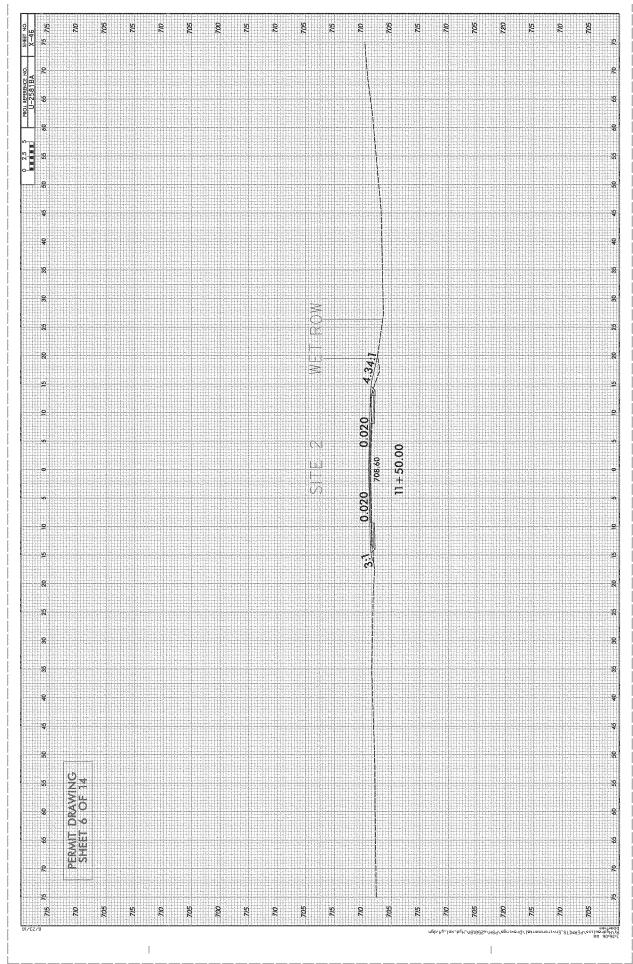


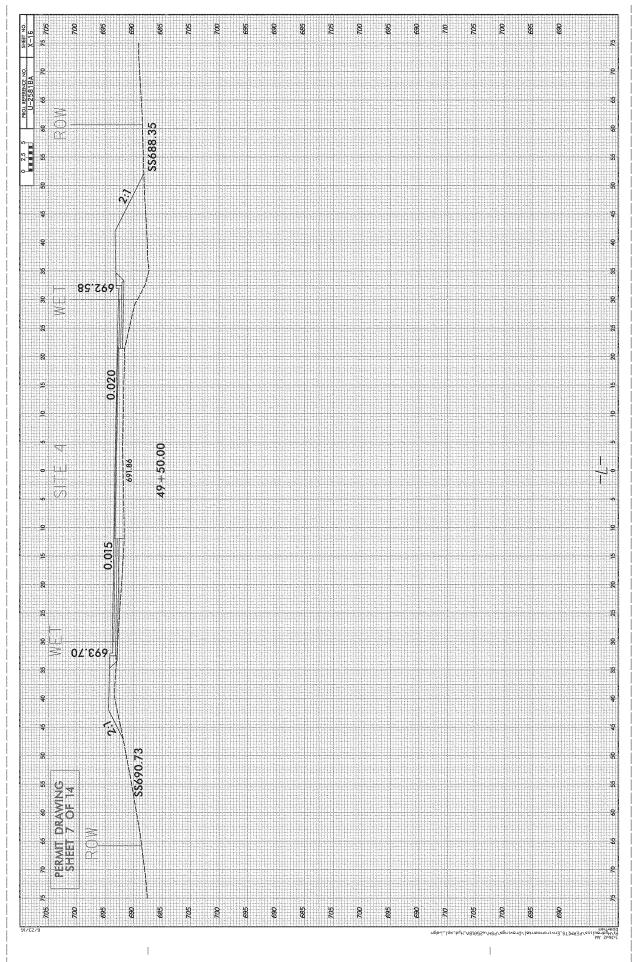


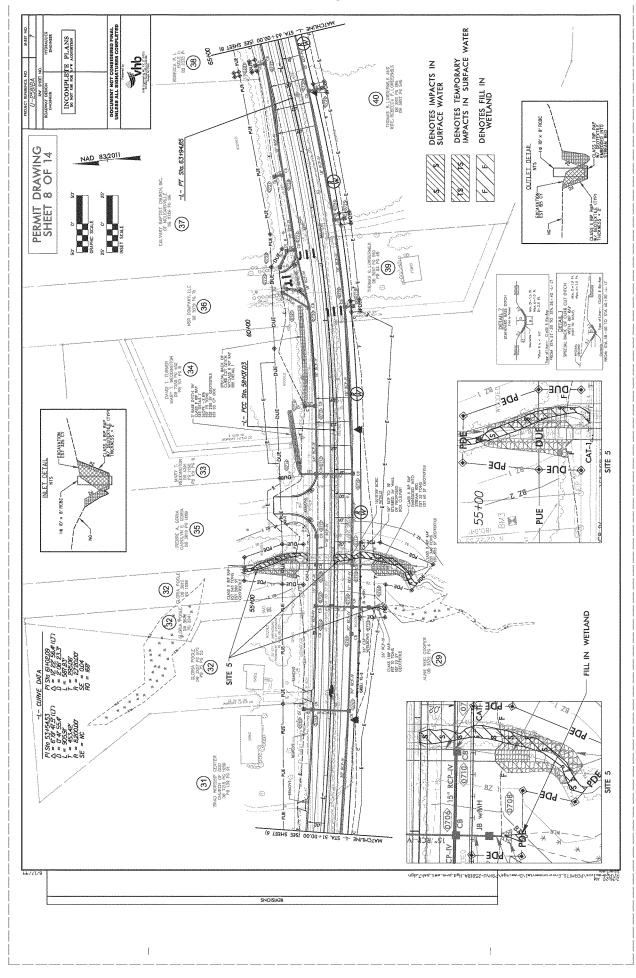


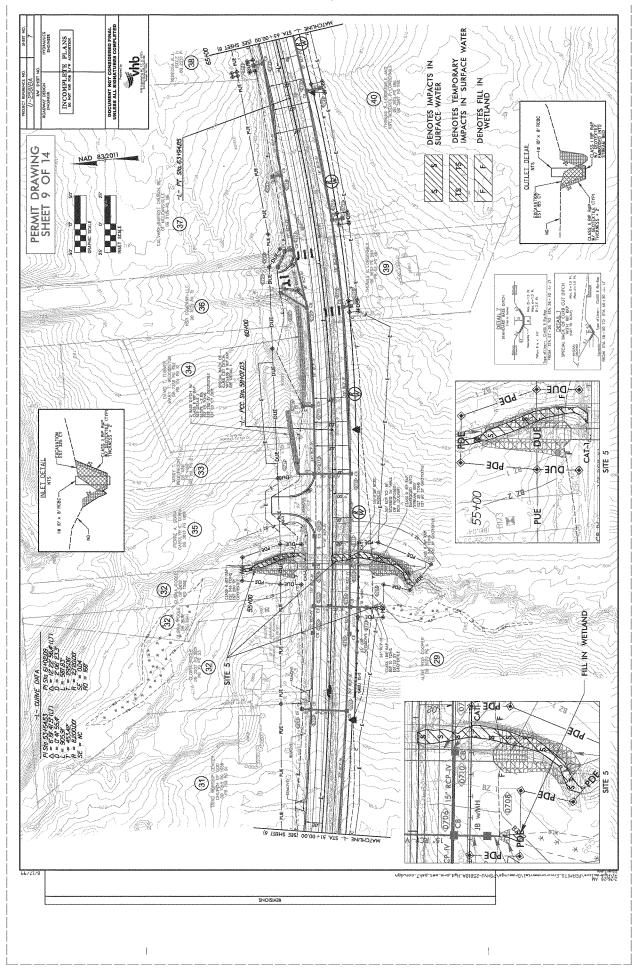


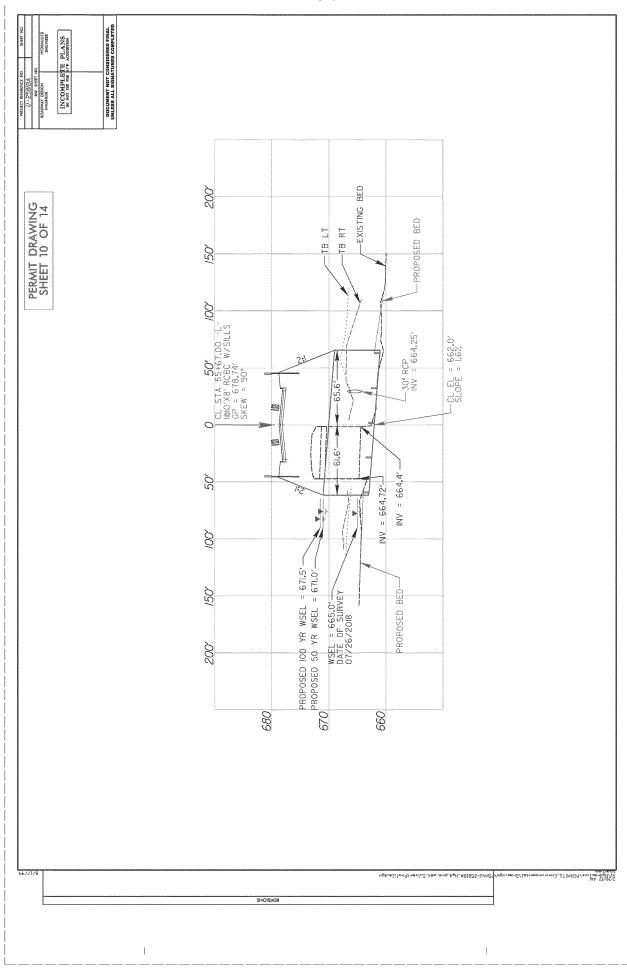


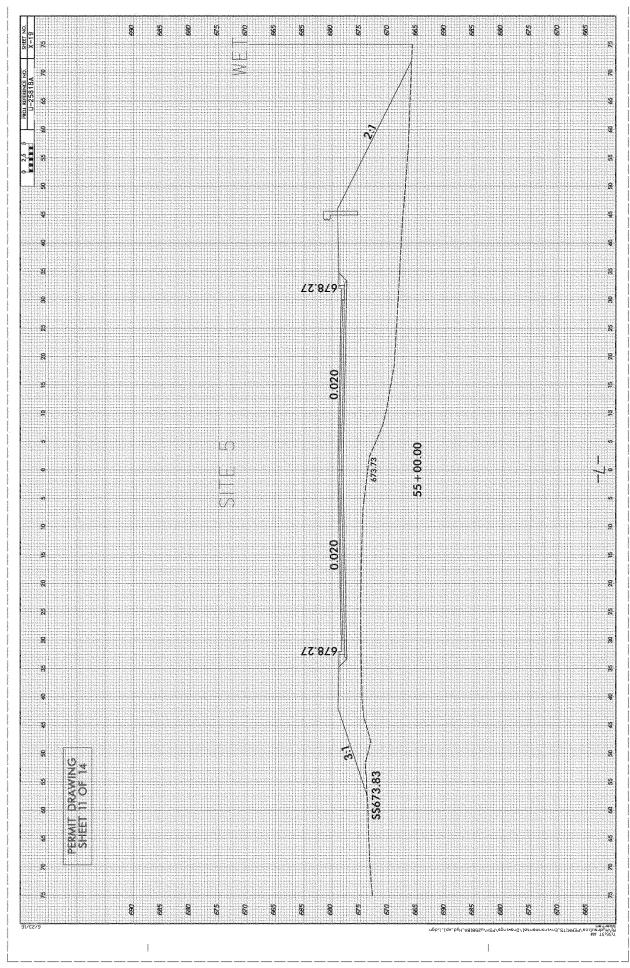


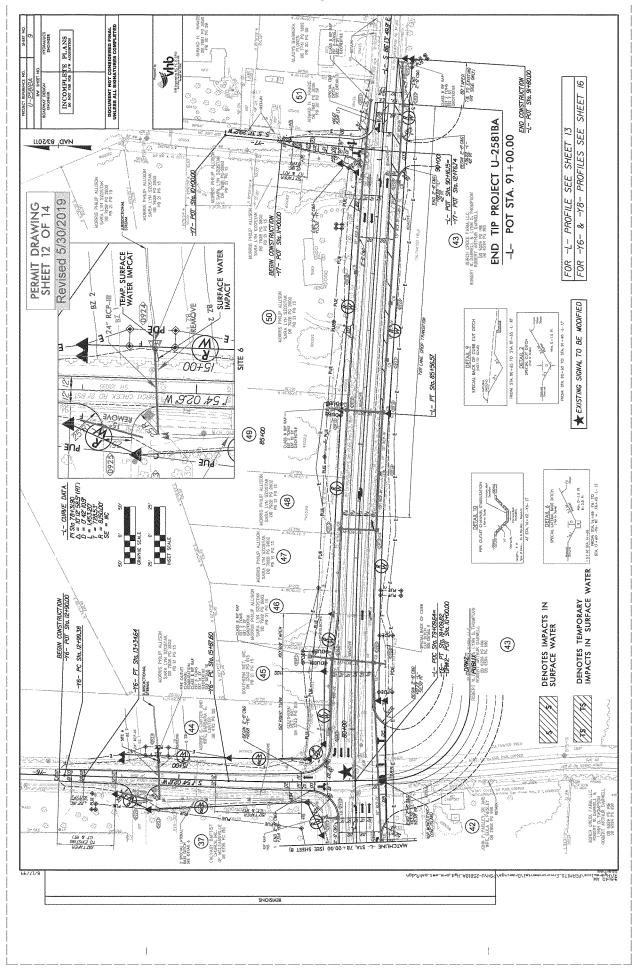


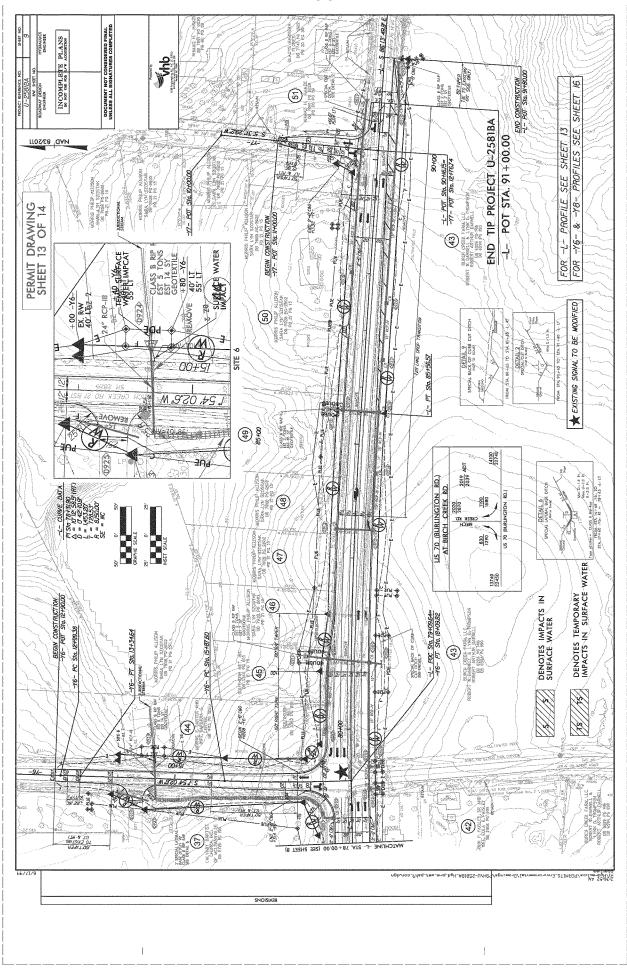






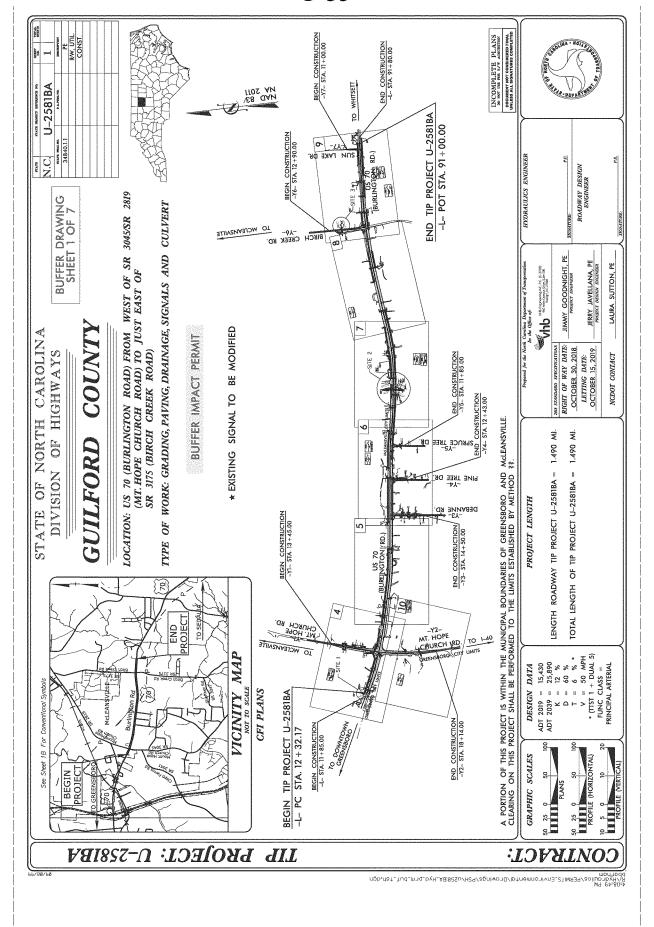


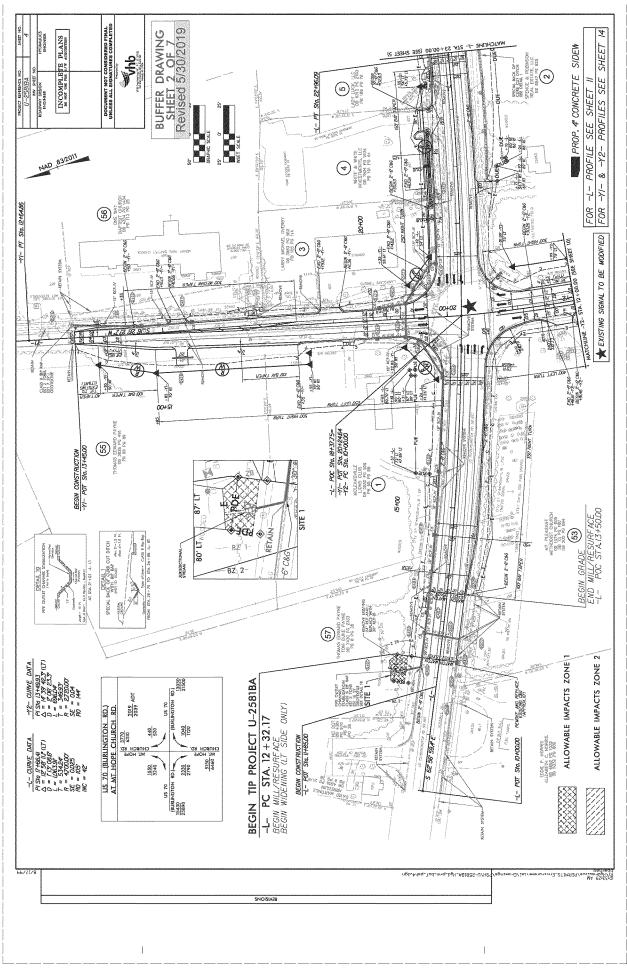


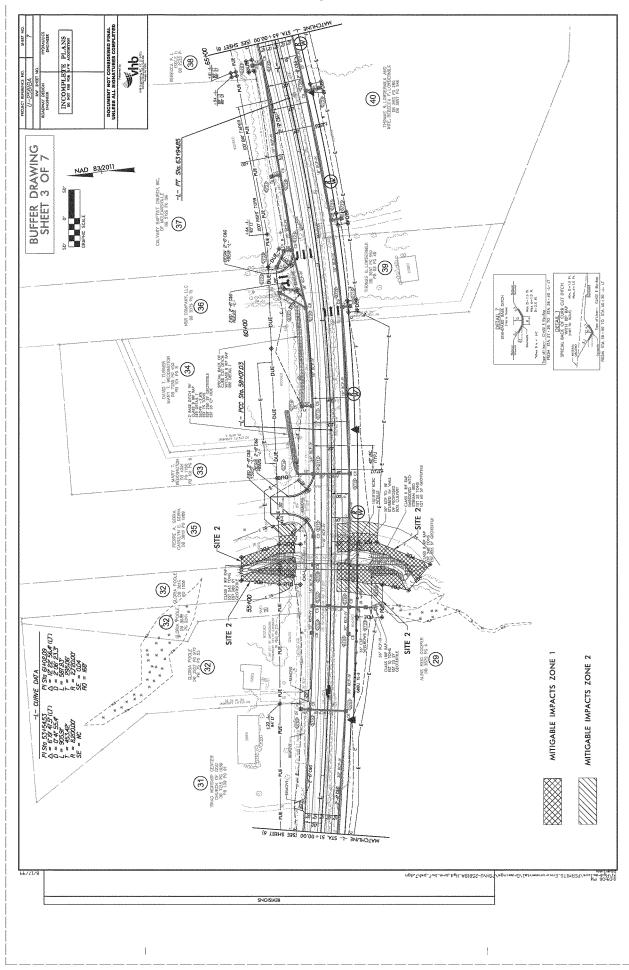


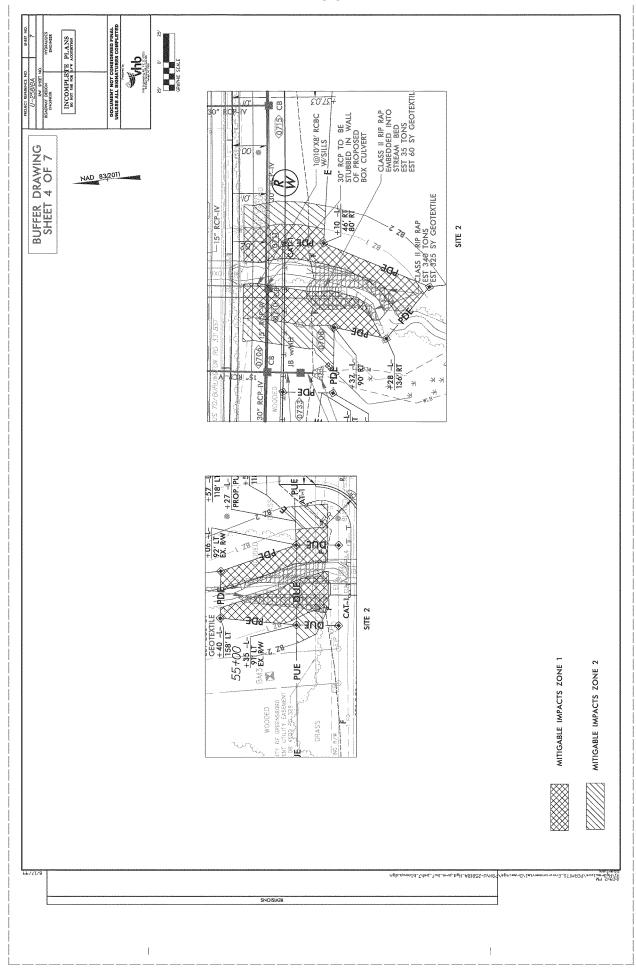
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_	12+02/12+07 -L- LT	30" RCP						< 0.01	< 0.01	10	19	
2	10+86/12+50 -Y4- RT	Roadway Fill/24" Pipe	0.02			0.01		< 0.01	< 0.01	6	10	
3	11+30/11+50 -Y5-	30" RCP	Avsur(4999)							13	13	
4	49+00/50+47 -L-	Roadway Fill	0.05			0.03						
5	54+92/55+93 -L-	1@10'x8' RCBC/Roadway Fill	< 0.01					0.05	< 0.01	251	33	
9	14+60/14+66 -Y6- LT	24" RCP						< 0.01	< 0.01	20	15	

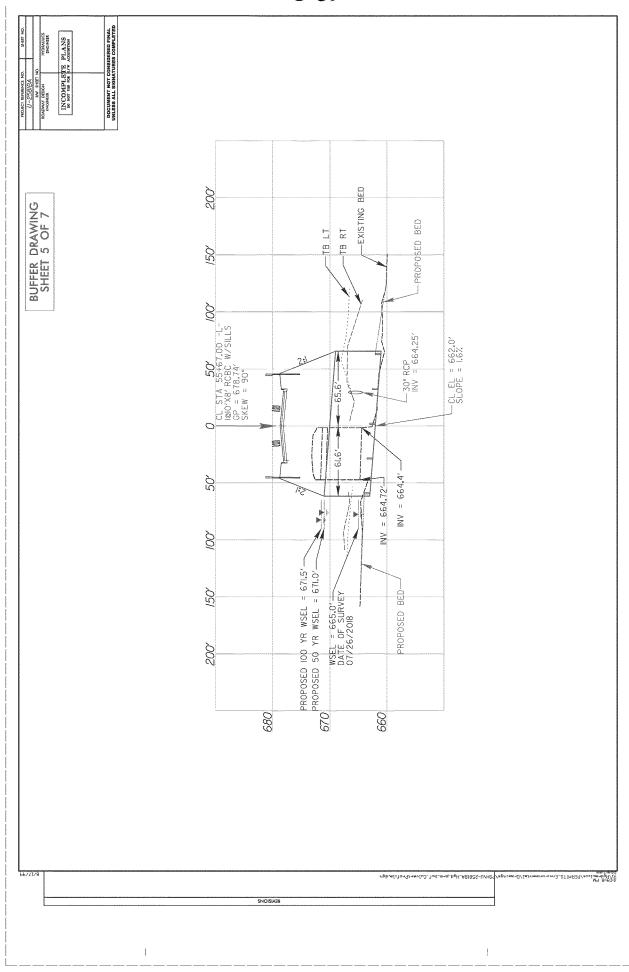
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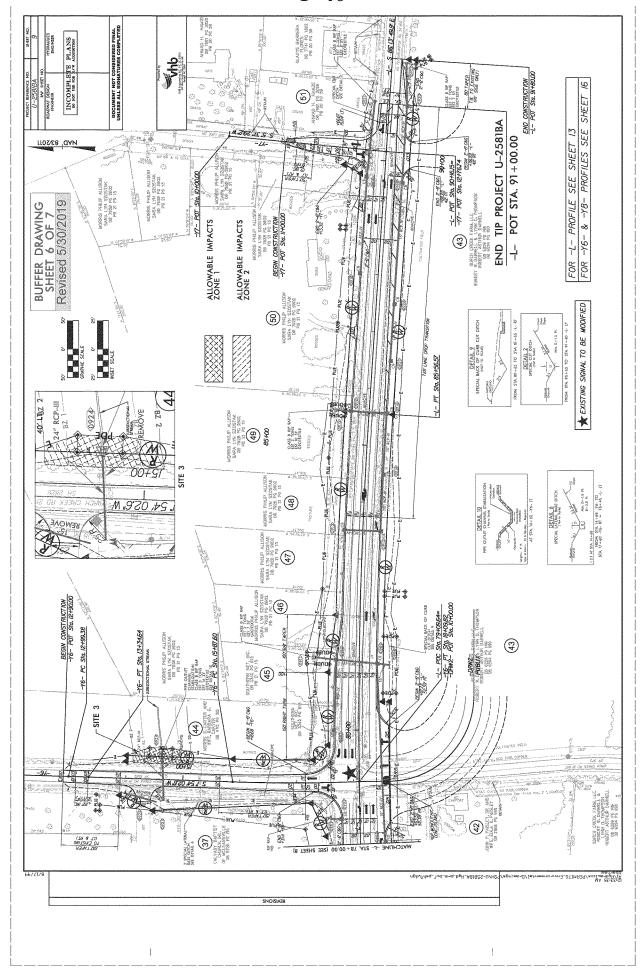












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			Site No.	-	2	2	က																	TOTALS*;	NOTES:	

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
		F	ROADWAY ITEMS			
0001			MOBILIZATION	Lump Sum		
0002	0000400000-N		CONSTRUCTION SURVEYING	Lump Sum		
0003	0036000000-E	225	UNDERCUT EXCAVATION	2,000 CY		
0004	0050000000-Е	226	SUPPLEMENTARY CLEARING & GRUB-			
0004	0030000000 E	<i></i>	BING	ACR		
0005	0134000000-E	240	DRAINAGE DITCH EXCAVATION	70		
				CY		
0006	0195000000-E	265	SELECT GRANULAR MATERIAL	2,000		
	ne and	****************		CY		
0007	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	12,650		
			TION	SY		
0008	0199000000-E	 SP	TEMPORARY SHORING	 1,195		
				SF		
0009	0318000000-E	300	FOUNDATION CONDITIONING MATE-	1,416		200 200 200 200 200 200 200 200 200 200
			RIAL, MINOR STRUCTURES	TON		
0010	032000000-Е	300	FOUNDATION CONDITIONING GEO-	5,042		
			TEXTILE	SY		
0011	0335200000-E	305	15" DRAINAGE PIPE	 520		
				LF		
	0335300000-E		18" DRAINAGE PIPE	280	~~~~~	
				LF		
0013	0335850000-E	305	**" DRAINAGE PIPE ELBOWS	10		
			(15")	EA		
0014	0366000000-E	310	15" RC PIPE CULVERTS, CLASS	92	A AND AND AND AND AND AND AND AND AND AN	100 100 100 100 100 100 100 100 100 100
			III	LF		
0015	0372000000-E	310	18" RC PIPE CULVERTS, CLASS	20		101 101 101 101 101 101 101 101 101 101
			III	LF		
0016	0378000000-E	310	24" RC PIPE CULVERTS, CLASS	 328		
			III	LF		
0017	0384000000-E	310	30" RC PIPE CULVERTS, CLASS	28		
			III	LF		
0018	0390000000-Е	310	36" RC PIPE CULVERTS, CLASS	12		
			III	LF		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	7,484 LF		
0020	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	1,672 LF		
0021	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	216 LF		
0022	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	904 LF		
0023	0576000000-E	310	**" CS PIPE CULVERTS, *****" THICK (36", 0.079")	28 LF		
0024	0636000000-Е	310	**" CS PIPE ELBOWS, *****" THICK (36", 0.079")	2 EA		
0025	0995000000-E	340	PIPE REMOVAL	2,242 LF		
0026	1099500000-Е	505	SHALLOW UNDERCUT	3,150 CY		
0027	1099700000-Е	505	CLASS IV SUBGRADE STABILIZA- TION	6,800 TON		
0028	1220000000-E	 545	INCIDENTAL STONE BASE	1,000 TON		
0029	1308000000-E	607	MILLING ASPHALT PAVEMENT, ***" TO ******" (0" TO 1-1/2")	1,210 SY		
0030	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	12,360 TON		
0031	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	11,620 TON		
0032	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	1,630 TON		
0033	2022000000-Е	815	SUBDRAIN EXCAVATION	430 CY		
0034	2026000000-Е	815	GEOTEXTILE FOR SUBSURFACE DRAINS	700 SY		
0035	2033000000-Е	815	SUBDRAIN FINE AGGREGATE	205 CY		
0036	2036000000-Е	815	SUBDRAIN COARSE AGGREGATE	120 CY		

Line #	Item Number	Sec #	Description	Quantity Unit C	ost Amount
0037	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	1,900 LF	
	2070000000-N		SUBDRAIN PIPE OUTLET	5 EA	
			6" OUTLET PIPE	30 LF	
	2253000000-Е		PIPE COLLARS	0.5 CY	
0041	2264000000-E	840	PIPE PLUGS		
 0042	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	122	
 0043	2308000000-Е	840	MASONRY DRAINAGE STRUCTURES	9	
	2364000000-N	840	FRAME WITH TWO GRATES, STD	LF 24	
0044	2304000000-IN	840	840.16	EA	
0045	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	8 EA	
 0046	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	46 EA	
 0047	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	43 EA	
 0048	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA	
0049	2549000000-E	 846	2'-6" CONCRETE CURB & GUTTER	16,115 LF	
 0050	2591000000-E	848	4" CONCRETE SIDEWALK	80 SY	
 0051	2605000000-N	848	CONCRETE CURB RAMPS	2	
 0052	2612000000-E	848	6" CONCRETE DRIVEWAY	EA 565	
 0053	3030000000-E	 862	STEEL BEAM GUARDRAIL	SY 325	
				LF	
0054	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	50 LF	
 0055	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5	

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0056	3195000000-N	862	GUARDRAIL END UNITS, TYPE AT-1	1 EA		
0057	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	1 EA		
 0058	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	2 EA		
 0059	3533000000-E	866	CHAIN LINK FENCE, **" FABRIC (54")	346 LF		
 0060	3539000000-E	866	METAL LINE POSTS FOR **" CHAIN LINK FENCE (54")	30 EA		
 0061	3545000000-E	866	METAL TERMINAL POSTS FOR **" CHAIN LINK FENCE (54")	2 EA		
0062	3628000000-Е	876	RIP RAP, CLASS I	20 TON		
0063	3635000000-Е	876	RIP RAP, CLASS II	620 TON		
0064	3649000000-E	876	RIP RAP, CLASS B	516 TON		
0065	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	4,327 SY		
0066	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	984 LF		
0067	4096000000-N		SIGN ERECTION, TYPE D	4 EA		
0068	4102000000-N	904	SIGN ERECTION, TYPE E	33 EA		
0069	4108000000-N	904	SIGN ERECTION, TYPE F	2 EA		
0070	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (D)	3 EA		
 0071	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	5 EA		
 0072	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	42 EA		
0073	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	9 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0074	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	258 SF		
0075	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	96 SF		
0076	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA		
0077	4430000000-N	1130	DRUMS	311 EA		
0078	4455000000-N	1150	FLAGGER	60 DAY		
0079	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	4 EA		
0080	4490000000-E	1170	PORTABLE CONCRETE BARRIER (ANCHORED)	1,050 LF		
0081	4510000000-N	1190	LAW ENFORCEMENT	240 HR		
0082	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	477 EA		
0083	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	47,497 LF		
0084	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	702 LF		
0085	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	 115 EA		
0086	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	63,786 LF		
0087	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	132 LF		
0088	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	238 LF		
0089	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	40 EA		
0090	4850000000-Е	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	16,132 LF		
0091	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	30 LF		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0092	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING	111		
			LINES (24")	LF		
0093	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING	840 LF		
			LINES (24", 90MILS)	LF		
0094	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	555) art for man man and man and man and man and a set and
	***************************************		OLIVATED LINE			
			8" WATER LINE	355 LF		
	5326200000-E		12" WATER LINE	355) and the same state and same state and same state have been state about the same state and same state state and
				LF		
0097	5326600000-E	1510	16" WATER LINE	985 LF		
	5329000000-E	1510	DUCTILE IRON WATER PIPE	NA 2006 CHE		
0096	3329000000-E	1510	FITTINGS	7,810 LB		
0099	5540000000-E	1515	6" VALVE	6		
		NO. NOTE: THE		EA		
0100	5546000000-E	1515	8" VALVE	1 EA		
0101	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	6		
	. ME AND	No. No. No. No. No. over over over over over over over over				
0102			8" TAPPING SLEEVE & VALVE	3 EA		
0103			12" TAPPING SLEEVE & VALVE	2		
	e dat and			EA		. Not the section and section and section and section are section and section and section and section and section and
0104	5589200000-E	1515	2" AIR RELEASE VALVE	1 EA		
0105	5648000000-N	 1515	RELOCATE WATER METER	2		
0105	3048000000-N	1515	NELOCATE WATER WETER	EA		
0106	5656100000-E	1515	RELOCATE **" RPZ BACKFLOW PRE-	1		
			VENTION ASSEMBLY (1")	EA		
0107	5656100000-E	 1515	RELOCATE **" RPZ BACKFLOW PRE-	 1		
			VENTION ASSEMBLY (3/4")	EA		
0108	5666000000-N	1515	FIRE HYDRANT	3		
				EA		
0109	5672000000-N	1515	RELOCATE FIRE HYDRANT	13 EA		
	5673000000-E	 1515	FIRE HYDRANT LEG	 243		
0110	507500000-E	1010		LF		

#	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0111	5679200000-E	1515	16" LINE STOP	6 EA		
0112	5686500000-E	1515	WATER SERVICE LINE	28 LF		
0113	5691300000-E	1520	8" SANITARY GRAVITY SEWER	644 LF		
0114	5709400000-E	1520	8" FORCE MAIN SEWER	1,037 LF		
0115	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	3 EA		
0116	5768500000-E	1520	SEWER SERVICE LINE	150 LF		
0117	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	2,540 LB		
0118	5775000000-E	 1525	4' DIA UTILITY MANHOLE	4 EA		
0119	5776000000-E	1525	5' DIA UTILITY MANHOLE	1 EA		
0120	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	10 LF		
0121	5782000000-E	1525	UTILITY MANHOLE WALL 5' DIA	3 LF		
0122	5801000000-E	1530	ABANDON 8" UTILITY PIPE	 189 LF		
0123	5810000000-E	1530	ABANDON 16" UTILITY PIPE	 1,507 LF		
0124	5816000000-N	1530	ABANDON UTILITY MANHOLE	2 EA		
0125		1530	REMOVE UTILITY MANHOLE	1 1 EA		
0126	5835700000-E	1540	16" ENCASEMENT PIPE	225 LF		
0127		1540	24" ENCASEMENT PIPE	310 LF		
0128	5872500000-E	1550	BORE AND JACK OF **" (16")	190 LF		
0129	5872500000-E		BORE AND JACK OF **" (24")	225 LF		
0130	5872600000-E	1550	DIRECTIONAL DRILLING OF **" (16")	190 LF		

		#	Description	Quantity	Unit Cost	Amount
0131	5872600000- Е	1550	DIRECTIONAL DRILLING OF **" (8")	160 LF		
				L I		
0132	6000000000-Е	1605	TEMPORARY SILT FENCE	12,625		
***		. MAN MAN THE THE REST AND				
0133	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	1,400 TON		
0134	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	4,515 TON		
0135	6012000000-Е	1610	SEDIMENT CONTROL STONE	2,160 TON		
0136	6015000000-Е	1615	TEMPORARY MULCHING	26		
				ACR		
0137	6018000000-Е	1620	SEED FOR TEMPORARY SEEDING	1,500 LB		
0138	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	8.5 TON		
0139	6024000000-E	1622	TEMPORARY SLOPE DRAINS	560		
		~~~~		LF		
0140	6029000000-E	SP	SAFETY FENCE	1,000		
		~~~~~~~~		LF		
0141	6030000000-E	1630	SILT EXCAVATION	5,000 CY		
				AN SM ON ON ON ON AN		
0142	6036000000-E	1631	MATTING FOR EROSION CONTROL	20,000 SY		
0440	(02700000 F		COID FIDED MAT	on our out out the core say, say, say, the the the the the the the core out out out the say and say are say and say are say and say are		- 100 MB
0143	6037000000-Е	5P	COIR FIBER MAT	100 SY		
0144	6038000000-Е	SP	PERMANENT SOIL REINFORCEMENT MAT	600		
			IVIAT	SY		
0145	6042000000-E	1632		 2,455		
0140	0012000000 E	1002	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	LF		
0146	6045000000-E	 SP	**" TEMPORARY PIPE	170		
			(24")	LF		
0147	6070000000-N	1639	SPECIAL STILLING BASINS	2		
				EA		
0148	6071012000-Е	SP	COIR FIBER WATTLE	970 LF		
0149	6071020000-E	SP	POLYACRYLAMIDE (PAM)	1,685		
		. UNI NUM OUT		LB		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0150	6071030000-Е	1640	COIR FIBER BAFFLE	1,075 LF		
 0151	6071050000-E	SP	**" SKIMMER (1-1/2")	1 EA		
 0152	6071050000-E	SP	**" SKIMMER (2-1/2")	1 EA		
0153	6084000000-E	1660	SEEDING & MULCHING	20 ACR		
 0154	6087000000-E	1660	MOWING	10 ACR		
0155	6090000000-E	1661	SEED FOR REPAIR SEEDING	300 LB		
0156	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.75 TON		
0157	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	550 LB		
0158	6108000000-E	1665	FERTILIZER TOPDRESSING	16 TON		
0159	6111000000-E	SP	IMPERVIOUS DIKE	180 LF		
0160	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0161	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	75 EA		
0162	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	16 EA		
0163	6123000000-E	1670	REFORESTATION	0.1 ACR		
0164	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE CLEANOUT	150 EA		
 0165	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE	50 EA		
 0166	7060000000-E	1705	SIGNAL CABLE	7,875 LF		
0167	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	28 EA		
 0168	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	16 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0169	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	12 EA		
0170			MESSENGER CABLE (3/8")	 2,720 LF		
0171	7288000000-E		PAVED TRENCHING (*************) (1, 2")	550 LF		
0172	7300000000-E	1715	UNPAVED TRENCHING (********) (1, 2")	1,340 LF		
	7301000000-E		DIRECTIONAL DRILL (*********) (1, 2")	40 LF		
0174	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	27 EA		
0175	7360000000-N	1720	WOOD POLE	8 EA		
0176	7372000000-N	1721	GUY ASSEMBLY	16 EA		
0177	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1 EA		
**********			2" RISER WITH WEATHERHEAD	2 EA 		
			INDUCTIVE LOOP SAWCUT			
0180	7456000000-E	1726	LEAD-IN CABLE (**********) (14-2)	10,200 LF		
0181	7481000000-N	SP	SITE SURVEY	2 EA		
0182	7481240000-N	SP	CAMERA WITHOUT INTERNAL LOOP EMULATOR PROCESSING UNIT	7 EA		
0183	7481260000-N	SP	EXTERNAL LOOP EMULATOR PRO- CESSING UNIT	2 EA		
0184	7481280000-N	SP	RELOCATE CAMERA SENSOR UNIT	7 EA		
0185	7575142000-N	1736	900MHZ SERIAL SPREAD SPECTRUM RADIO	2 EA		
0186	7576000000-N	SP	METAL STRAIN SIGNAL POLE	12 EA		
0187	7613000000-N	SP	SOIL TEST	12 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0188	7614100000-E	SP	DRILLED PIER FOUNDATION	72 CY		
0189	7630000000-N	SP	METAL STRAIN POLE DESIGN	1 EA		
0190	7636000000-N	1745	SIGN FOR SIGNALS	5 EA		
0191	7684000000-N	1750	SIGNAL CABINET FOUNDATION	3 EA		
0192	7696000000-N	1751	CONTROLLERS WITH CABINET (************************************	3 EA		
0193	7708000000-N	1751	DETECTOR CARD (**********) (TYPE 2070)	23 EA		
0194	7901000000-N	1753	CABINET BASE EXTENDER	3 EA		

	******* BEGIN SCHEDULE AA ******* ***************************							
0195 AA1	0043000000-N	226	GRADING	Lump Sum	L.S.			
0196 AA1	1121000000-E	520	AGGREGATE BASE COURSE	484 TON				
0197 AA1	1275000000-E	600	PRIME COAT	180 GAL				
0198 AA1	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	18,710 TON				
0199 AA1	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	2,215 TON				
			*** OR ***					
0200 AA2	0043000000-N	226	GRADING	Lump Sum	L.S.			
0201 AA2	1121000000-E	520	AGGREGATE BASE COURSE	17,200 TON				
0202 AA2	1275000000-E	600	PRIME COAT	1,190 GAL				
0203 AA2	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	10,310 TON				

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County: Guilford

0955/Feb11/Q410642.45/D930767234000/E210

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0204 AA2	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,840 TON		
			***** END SCHEDULE AA	****		
		(CULVERT ITEMS			
0205	8056000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ************************************	Lump Sum	L.S.	
0206	8065000000-N	SP	ASBESTOS ASSESSMENT	Lump Sum	L.S.	
 0207	8126000000-N	414	CULVERT EXCAVATION, STA ***** (55+67.00 -L-)	Lump Sum	L.S.	
 0208	8133000000-E	414	FOUNDATION CONDITIONING MATER- IAL, BOX CULVERT	134 TON		
0209	8196000000-E	420	CLASS A CONCRETE (CULVERT)	178.5 CY		
0210	8245000000-E	425	REINFORCING STEEL (CULVERT)	20,961 LB		

Total Amount Of Bid For Entire Project :

DBE GOAL SET: 10%

DBE GOAL OBT: 10.03%

Vendor 1 of 4: APAC - ATLANTIC INC THOMPSON ARTHUR DIVISION (4315)

Call Order 006 (Proposal: C204371)

Bid Checksum: 5CE8A88460

Time Total: \$0.00

Bid Total: \$11,125,538.10

Items Total: \$11,125,538.10

Bid Information

Proposal County: GUILFORD

Vendor Address: POST OFFICE BOX 21088

GREENSBORO, NC, 274201088

Signature Check: Leonard David Conway

Time Bid Received: March 17, 2020 01:41 PM

Amendment Count: 0

Bidding Errors:

None.

NCDOT Page 27 of 69

Vendor 1 of 4: APAC - ATLANTIC INC THOMPSON ARTHUR DIVISION (4315)

Call Order 006 (Proposal: C204371)

Bid Bond Information

Projects: Bond Maximum:

Counties: State of Incorporation: Massachusetts
Bond ID: SNC20735707 Agency Execution Date: 3/3/2020 4

Paid by Check: No Surety Name: Surety2000

Bond Percent: 5% **Bond Agency Name:** Liberty Mutual Insurance

Company

NCDOT Page 28 of 69

Contract ID: C204371 Call: 006

DBE Load Information

Letting ID: L200317

Letting Date: 03/17/2020

Call Order: 006

Contract ID: C204371

Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDED

Bid Total: \$11,125,538.10

DBE Goal: 10.00% (\$1,112,553.81)

Vendor ID: 4315

Vendor Name: APAC-Atlantic, Inc. Thompson-Arthur Division

DBE Entered: 10.03% (\$1,116,284.16)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
11883	JC CONCRETE CONSTRUCTION LLC	False	P.O. BOX 613 ,	SubContractor	356,542.50
			PINNACLE, NC 27043		COMMITTED
12802	NICKELSTON INDUSTRIES INC	False	POST OFFICE BOX	SubContractor	12,318.75
			133 , LAWSONVILLE, NC 27022		COMMITTED
16552		GEFalse	8859 CRAVENWOOD	SubContractor	24,032.75
	INC		DRIVE , OAK RIDGE, NC 27310		COMMITTED
12701	FARMER TRANSPORT, LLC	False	319 CITTY STORE ROAD ,	SubContractor	97,112.50
			REIDSVILLE, NC 27320		COMMITTED
11321	RLB TRUCKING INC	False	6036 GRIFFIN	SubContractor	289,582.50
			DR , RAMSEUR, NC 27316		COMMITTED
4906	W G LEWIS TRUCKING INC	False	1323 PENNY RD. , HIGH	SubContractor	134,410.60
			POINT, NC 27265		COMMITTED
4434	LONG BROTHERS OF SUMMERFIELD INC	False	PO BOX 35048 ,	SubContractor	70,000.00
			GREENSBORO, NC 27425		COMMITTED
5796	A1 PAVEMENT MARKING LLC	False	238 N BIVENS RD , MONROE,	SubContractor	132,284.56
			NC 28110		COMMITTED

Errors: No Page 2

North Carolina Department of Transportation 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Letting: L200317 03/17/2020 02:00:00 PM

BondID: SNC20735707

Surety Registry Agency: Surety2000

Verified?: 1

Surety Agency: Liberty Mutual Insurance Company

Bond Execution Date: 3/3/2020 4:09:53 PM

Errors: No Page 21 Check: 5CE8A88460 Amendment Count: 0

Contract ID: C204371

Call: 006

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$542,000.0000	\$542,000.00
0002	0000400000-N CONSTRUCTION	1.000 SURVEYING	LS	\$180,000.0000	\$180,000.00
0003	0036000000-E UNDERCUT EXC		CY	\$7.5000	\$15,000.00
0004	0050000000-E SUPPLEMENTAR	1.000 Y CLEARING & GR		\$3,000.0000	\$3,000.00
0005	0134000000-E DRAINAGE DIT	70.000 CH EXCAVATION	CY	\$20.0000	\$1,400.00
0006	0195000000-E SELECT GRANU		CY	\$29.0000	\$58,000.00
0007	0196000000-E GEOTEXTILE F	12650.000 OR SOIL STABILI	-	\$2.0000	\$25,300.00
0008	0199000000-E TEMPORARY SH	1195.000 ORING	SF	\$50.0000	\$59,750.00
0009	0318000000-E FOUNDATION C	1416.000 ONDITIONING MAT		\$29.7500 OR STRUCTURES	\$42,126.00
0010	0320000000-E FOUNDATION C	5042.000 ONDITIONING GEO	_	\$3.7500	\$18,907.50
0011	0335200000-E 15" DRAINAGE		LF	\$83.7900	\$43,570.80
0012	0335300000-E 18" DRAINAGE		LF	\$87.3300	\$24,452.40
0013	0335850000-E **" DRAINAGE	10.000 PIPE ELBOWS (19		\$599.9700	\$5,999.70
0014	0366000000-E		LF	\$87.5000	\$8,050.00
0015	0372000000-E 18" RC PIPE	20.000 CULVERTS, CLASS		\$87.2300	\$1,744.60
0016	0378000000-E 24" RC PIPE	328.000 CULVERTS, CLASS	LF III	\$113.1400	\$37,109.92
0017	0384000000-E 30" RC PIPE	28.000 CULVERTS, CLASS	LF III	\$168.1600	\$4,708.48
0018	0390000000-E	12.000 CULVERTS, CLASS	LF	\$145.3100	\$1,743.72
0019	0448200000-E	7484.000 CULVERTS, CLASS	LF	\$61.2500	\$458,395.00
0020	0448300000-E	1672.000 CULVERTS, CLASS	LF	\$78.8600	\$131,853.92
0021	0448400000-E	216.000 CULVERTS, CLASS	LF	\$115.5800	\$24,965.28
0022	0448500000-E	904.000 CULVERTS, CLASS	LF	\$116.1900	\$105,035.76
0023	0576000000-E	28.000 CULVERTS, *****	LF	\$123.6200	\$3,461.36

Errors: No Page 2

Letting: L200317 03/17/2020 02:00:00 PM

North Carolina Department of Transportation 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Contract ID: C204371 Call: 006

03/17/2020 02:00:00 PM	M 4315 - APAC-Atlantic, Ir	nc. Thompson-Arthur Divisi		Call: 006
0024	0636000000-E 2.000 **" CS PIPE ELBOWS, *****"	EA THICK (36", 0.079")	\$1,098.2300	\$2,196.46
0025	0995000000-E 2242.000 PIPE REMOVAL			\$45,669.54
0026	1099500000-E 3150.000 SHALLOW UNDERCUT	CY	\$12.5000	\$39,375.00
0027	1099700000-E 6800.000 CLASS IV SUBGRADE STABILIZA-		\$26.0000	\$176,800.00
0028	1220000000-E 1000.000 INCIDENTAL STONE BASE	TON	\$39.0000	\$39,000.00
0029	1308000000-E 1210.000 MILLING ASPHALT PAVEMENT, **			\$13,915.00
0030	1503000000-E 12360.000 ASPHALT CONC INTERMEDIATE			\$568,560.00
0031	1519000000-E 11620.000 ASPHALT CONC SURFACE COURSE,		\$50.0000	\$581,000.00
0032	1693000000-E 1630.000 ASPHALT PLANT MIX, PAVEMENT		\$120.0000	\$195,600.00
0033	2022000000-E 430.000 SUBDRAIN EXCAVATION	CY	\$26.0000	\$11,180.00
0034	2026000000-E 700.000 GEOTEXTILE FOR SUBSURFACE		\$3.0000	\$2,100.00
0035	2033000000-E 205.000 SUBDRAIN FINE AGGREGATE	CY	\$55.0000	\$11,275.00
0036	2036000000-E 120.000 SUBDRAIN COARSE AGGREGATE	СУ	\$80.0000	\$9,600.00
0037	2044000000-E 1900.000 6" PERFORATED SUBDRAIN PIPE	LF	\$9.0000	\$17,100.00
0038	2070000000-N 5.000 SUBDRAIN PIPE OUTLET	EA	\$300.0000	\$1,500.00
0039	2077000000-E 30.000 6" OUTLET PIPE	LF	\$12.0000	\$360.00
0040	2253000000-E 0.500 PIPE COLLARS	СУ	\$3,425.0600	\$1,712.53
0041	2264000000-E 0.100 PIPE PLUGS	СУ	\$6,304.5000	\$630.45
0042	2286000000-N 122.000 MASONRY DRAINAGE STRUCTURES	EA	\$2,242.8000	\$273,621.60
0043	2308000000-E 9.000 MASONRY DRAINAGE STRUCTURES		\$475.3600	\$4,278.24
0044	2364000000-N 24.000 FRAME WITH TWO GRATES, STD		\$917.8100	\$22,027.44
0045	2374000000-N 8.000 FRAME WITH GRATE & HOOD, STE		\$982.5400	\$7,860.32
0046	2374000000-N 46.000 FRAME WITH GRATE & HOOD, STI		\$982.5400	\$45,196.84
0047	2374000000-N 43.000 FRAME WITH GRATE & HOOD, STI		\$982.5400	\$42,249.22
0048	2396000000-N 1.000	EA	\$755.9700	\$755.97

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North Carolina Department of Transportation 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Contract ID: C204371 Call: 006

	FRAME WITH COVER, STD 840.54	
0049	2549000000-E 16115.000 LF \$19.5000 2'-6" CONCRETE CURB & GUTTER	\$314,242.50
0050	2591000000-E 80.000 SY \$60.0000 4" CONCRETE SIDEWALK	\$4,800.00
0051	2605000000-N 2.000 EA \$1,800.0000 CONCRETE CURB RAMPS	\$3,600.00
0052	2612000000-E 565.000 SY \$60.0000 6" CONCRETE DRIVEWAY	\$33,900.00
0053	303000000-E 325.000 LF \$14.7500 STEEL BEAM GUARDRAIL	\$4,793.75
0054	3045000000-E 50.000 LF \$15.5000 STEEL BEAM GUARDRAIL, SHOP CURVED	\$775.00
0055	3150000000-N 5.000 EA \$10.0000 ADDITIONAL GUARDRAIL POSTS	\$50.00
0056	3195000000-N 1.000 EA \$500.0000 GUARDRAIL END UNITS, TYPE AT-1	\$500.00
0057	3210000000-N 1.000 EA \$600.0000 GUARDRAIL END UNITS, TYPE CAT-1	\$600.00
0058	3287000000-N 2.000 EA \$2,800.0000 GUARDRAIL END UNITS, TYPE TL-3	\$5,600.00
0059	3533000000-E 346.000 LF \$11.0000 CHAIN LINK FENCE, **" FABRIC (54")	\$3,806.00
0060	3539000000-E 30.000 EA \$25.0000 METAL LINE POSTS FOR **" CHAINLINK FENCE (54")	\$750.00
0061	3545000000-E 2.000 EA \$50.0000 METAL TERMINAL POSTS FOR **" CHAIN LINK FENCE (54")	\$100.00
0062	3628000000-E 20.000 TON \$48.0000 RIP RAP, CLASS I	\$960.00
0063	3635000000-E 620.000 TON \$48.0000 RIP RAP, CLASS II	\$29,760.00
0064	3649000000-E 516.000 TON \$48.0000 RIP RAP, CLASS B	\$24,768.00
0065	3656000000-E 4327.000 SY \$3.0000 GEOTEXTILE FOR DRAINAGE	\$12,981.00
0066	4072000000-E 984.000 LF \$5.4000 SUPPORTS, 3-LB STEEL U-CHANNEL	\$5,313.60
0067	4096000000-N 4.000 EA \$125.0000 SIGN ERECTION, TYPE D	\$500.00
0068	4102000000-N 33.000 EA \$72.0000 SIGN ERECTION, TYPE E	\$2,376.00
0069	4108000000-N 2.000 EA \$145.0000 SIGN ERECTION, TYPE F	\$290.00
0070	4116100000-N 3.000 EA \$250.0000 SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (D)	\$750.00
0071	4116100000-N 5.000 EA \$175.0000 SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	\$875.00
0072	4155000000-N 42.000 EA \$10.0000 DISPOSAL OF SIGN SYSTEM, U- CHANNEL	\$420.00

Errors: No Page 4

Letting: L200317 03/17/2020 02:00:00 PM

North Carolina Department of Transportation 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Contract ID: C204371 Call: 006

Call: 006		c. Thompson-Arthur Divisi	4315 - APAC-Atlantic, In	03/17/2020 02:00:00 PM
\$90.00	\$10.0000		000000-N 9.000 DISPOSAL OF SUPPORT, U-CHANN	0073
\$1,754.40	\$6.8000	SF	000000-E 258.000 WORK ZONE SIGNS (STATIONARY)	0074
\$840.00	\$8.7500	SF	000000-E 96.000 WORK ZONE SIGNS (PORTABLE)	0075
\$20,000.00	\$10,000.0000		00000-N 2.000 PORTABLE CHANGEABLE MESSAGE	0076
\$17,727.00	\$57.0000	EA	000000-N 311.000 DRUMS	0077
\$24,000.00	\$400.0000	DAY	00000-N 60.000 FLAGGER	0078
\$20,800.00	\$5,200.0000	EA	00000-N 4.000 TEMPORARY CRASH CUSHIONS	0079
\$36,172.50	\$34.4500		000000-E 1050.000 PORTABLE CONCRETE BARRIER	0080
\$12,000.00	\$50.0000	HR	00000-N 240.000 LAW ENFORCEMENT	0081
\$4,054.50	\$8.5000		00000-N 477.000 TEMPORARY RAISED PAVEMENT	0082
\$34,197.84	\$0.7200)		00000-E 47497.000 THERMOPLASTIC PAVEMENT MARKI	0083
\$2,106.00	\$3.0000		000000-E 702.000 THERMOPLASTIC PAVEMENT MARKI	0084
\$16,675.00	\$145.0000		000000-E 115.000 THERMOPLASTIC PAVEMENT MARKI	0085
\$17,222.22	\$0.2700		000000-E 63786.000 PAINT PAVEMENT MARKING LINES	0086
\$132.00	\$1.0000		00000-E 132.000 PAINT PAVEMENT MARKING LINES	0087
\$952.00	\$4.0000		000000-E 238.000 PAINT PAVEMENT MARKING LINES	0088
\$2,400.00	\$60.0000		000000-N 40.000 PAINT PAVEMENT MARKING SYMBO	0089
\$12,099.00	\$0.7500		000000-E 16132.000 REMOVAL OF PAVEMENT MARKING	0090
\$60.00	\$2.0000		000000-E 30.000 REMOVAL OF PAVEMENT MARKING	0091
\$333.00	\$3.0000		000000-E 111.000 REMOVAL OF PAVEMENT MARKING	0092
	\$11.0000 PAVEMENT MARKING		000000-E 840.000 GENERIC PAVEMENT MARKING 90MILS)	0093
\$20,313.00	\$36.6000		000000-N 555.000 SNOWPLOWABLE PAVEMENT MARKER	0094
\$91,813.65	\$258.6300	LF	355.000 8" WATER LINE	0095
\$103,571.25	\$291.7500	LF	200000-E 355.000 12" WATER LINE	0096

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16" WATER LINE 0098	211,016.55
DUCTILE IRON WATER PIPE FITTINGS 0099	
6" VALVE 0100	123,163.70
8" VALVE 0101 5571600000-E 6.000 EA \$9,841.4300 S 6" TAPPING SLEEVE & VALVE	\$12,254.10
6" TAPPING SLEEVE & VALVE	\$2,848.41
0102 5571800000-E 3 000 EA \$10.845 1500	559,048.58
8" TAPPING SLEEVE & VALVE	32,535.45
0103 5572200000-E 2.000 EA \$14,800.7800 S 12" TAPPING SLEEVE & VALVE	\$29,601.56
0104 5589200000-E 1.000 EA \$8,645.3200 2" AIR RELEASE VALVE	\$8,645.32
0105 5648000000-N 2.000 EA \$1,907.7500 RELOCATE WATER METER	\$3,815.50
0106 5656100000-E 1.000 EA \$9,615.8700 RELOCATE **" RPZ BACKFLOW PRE-VENTION ASSEMBLY (1")	\$9,615.87
0107 5656100000-E 1.000 EA \$9,473.4500 RELOCATE **" RPZ BACKFLOW PRE-VENTION ASSEMBLY (3/4")	\$9,473.45
0108 5666000000-N 3.000 EA \$3,904.8800 S	311,714.64
0109 5672000000-N 13.000 EA \$3,170.2300 S RELOCATE FIRE HYDRANT	\$41 , 212.99
0110 5673000000-E 243.000 LF \$133.0500 S	32,331.15
0111 5679200000-E 6.000 EA \$24,716.7900 \$3	148,300.74
0112 5686500000-E 28.000 LF \$63.5100 WATER SERVICE LINE	\$1,778.28
0113 5691300000-E 644.000 LF \$164.6700 \$3 8" SANITARY GRAVITY SEWER	106,047.48
0114 5709400000-E 1037.000 LF \$174.2500 \$3 8" FORCE MAIN SEWER	L80,697.25
0115 5768000000-N 3.000 EA \$1,598.1600 SANITARY SEWER CLEAN-OUT	\$4,794.48
0116 5768500000-E 150.000 LF \$55.8700 SEWER SERVICE LINE	\$8,380.50
0117 5769000000-E 2540.000 LB \$12.0200 S DUCTILE IRON SEWER PIPE FITTINGS	30,530.80
0118 5775000000-E 4.000 EA \$4,247.4800 \$4	\$16,989.92
0119 5776000000-E 1.000 EA \$6,330.5500 5' DIA UTILITY MANHOLE	\$6,330.55
0120 5781000000-E 10.000 LF \$384.1400 UTILITY MANHOLE WALL 4' DIA	\$3,841.40
0121 5782000000-E 3.000 LF \$422.9800	\$1,268.94

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North Carolina Department of Transportation 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

	UTILITY MANHOLE WALL 5' DIA			
0122	5801000000-E 189.000 ABANDON 8" UTILITY PIPE	LF	\$44.0300	\$8,321.67
0123	5810000000-E 1507.000 ABANDON 16" UTILITY PIPE	LF	\$34.6900	\$52 , 277.83
0124	5816000000-N 2.000 ABANDON UTILITY MANHOLE	EA	\$1,867.2100	\$3,734.42
0125	5828000000-N 1.000 REMOVE UTILITY MANHOLE	EA	\$1,675.3100	\$1,675.31
0126	5835700000-E 225.000 16" ENCASEMENT PIPE	LF	\$90.5000	\$20,362.50
0127	5836000000-E 310.000 24" ENCASEMENT PIPE	LF	\$195.6100	\$60,639.10
0128	5872500000-E 190.000 BORE AND JACK OF **" (16")	LF	\$420.2900	\$79,855.10
0129	5872500000-E 225.000 BORE AND JACK OF **" (24")	LF	\$468.6500	\$105,446.25
0130	5872600000-E 190.000 DIRECTIONAL DRILLING OF **"		\$248.4500	\$47,205.50
0131	5872600000-E 160.000 DIRECTIONAL DRILLING OF **"		\$230.3700	\$36,859.20
0132	6000000000-E 12625.000 TEMPORARY SILT FENCE	LF	\$1.8000	\$22,725.00
0133	6006000000-E 1400.000 STONE FOR EROSION CONTROL,		\$39.0000	\$54,600.00
0134	6009000000-E 4515.000 STONE FOR EROSION CONTROL,		\$39.0000	\$176,085.00
0135	6012000000-E 2160.000 SEDIMENT CONTROL STONE	TON	\$33.0000	\$71,280.00
0136	6015000000-E 26.000 TEMPORARY MULCHING	ACR	\$900.0000	\$23,400.00
0137	6018000000-E 1500.000 SEED FOR TEMPORARY SEEDING	LB	\$1.5000	\$2,250.00
0138	6021000000-E 8.500 FERTILIZER FOR TEMPORARY SEE		\$500.0000	\$4,250.00
0139	6024000000-E 560.000 TEMPORARY SLOPE DRAINS	LF	\$30.0000	\$16,800.00
0140	6029000000-E 1000.000 SAFETY FENCE	LF	\$2.5000	\$2,500.00
0141	603000000-E 5000.000 SILT EXCAVATION	СУ	\$5.4000	\$27,000.00
0142	6036000000-E 20000.000 MATTING FOR EROSION CONTROL	SY	\$1.3500	\$27,000.00
0143	6037000000-E 100.000 COIR FIBER MAT	SY	\$6.0000	\$600.00
0144	6038000000-E 600.000 PERMANENT SOIL REINFORCEMENT		\$3.5000	\$2,100.00
0145	6042000000-E 2455.000 1/4" HARDWARE CLOTH	LF	\$4.0000	\$9,820.00

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0146	6045000000-E **" TEMPORARY PIP	170.000 E (24")	LF	\$60.0000	\$10,200.00
0147	6070000000-N SPECIAL STILLING	2.000 BASINS	EA	\$1,000.0000	\$2,000.00
0148	6071012000-E COIR FIBER WATTLE	970.000	LF	\$7.0000	\$6,790.00
0149	6071020000-E POLYACRYLAMIDE (P.		LB	\$3.0000	\$5,055.00
0150	6071030000-E COIR FIBER BAFFLE		LF	\$5.0000	\$5 , 375.00
0151	6071050000-E **" SKIMMER (1-1/	1.000	EA	\$1,400.0000	\$1,400.00
0152	6071050000-E **" SKIMMER (2-1/	1.000	EA	\$1,630.0000	\$1,630.00
0153	6084000000-E SEEDING & MULCHIN	20.000 G	ACR	\$1,800.0000	\$36,000.00
0154	6087000000-E MOWING	10.000	ACR	\$110.0000	\$1,100.00
0155	6090000000-E SEED FOR REPAIR S		LB	\$4.0000	\$1,200.00
0156	6093000000-E FERTILIZER FOR RE	0.750 PAIR SEEDIN		\$800.0000	\$600.00
0157	6096000000-E SEED FOR SUPPLEME			\$4.0000	\$2,200.00
0158	6108000000-E FERTILIZER TOPDRE		TON	\$600.0000	\$9,600.00
0159	6111000000-E IMPERVIOUS DIKE	180.000	LF	\$54.0000	\$9,720.00
0160	6114500000-N SPECIALIZED HAND I		MHR	\$150.0000	\$1,500.00
0161	6117000000-N RESPONSE FOR EROS	75.000 ION CONTROI		\$100.0000	\$7,500.00
0162	6117500000-N CONCRETE WASHOUT	16.000 STRUCTURE	EA	\$100.0000	\$1,600.00
0163	6123000000-E REFORESTATION	0.100	ACR	\$15,000.0000	\$1,500.00
0164	6132000000-N GENERIC EROSION CO	150.000 ONTROL ITEN		\$125.0000 INLET PROTECTION DEVICE	\$18,750.00 E CLEANOUT
0165	6132000000-N GENERIC EROSION CO	50.000 ONTROL ITEN		\$150.0000 INLET PROTECTIONDEVICE	\$7,500.00
0166	7060000000-E SIGNAL CABLE	7875.000	LF	\$3.7500	\$29,531.25
0167	7120000000-E VEHICLE SIGNAL HE.	28.000 AD (12", 3		\$715.0000	\$20,020.00
0168	7132000000-E VEHICLE SIGNAL HE.	16.000 AD (12", 4		\$848.0000	\$13,568.00
0169	7144000000-E VEHICLE SIGNAL HE.	12.000 AD (12", 5		\$1,025.0000	\$12,300.00
0170	7264000000-E	2720.000	LF	\$4.0000	\$10,880.00

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	MESSENGER CABLE (3/8")			
0171	7288000000-E 550.000 PAVED TRENCHING (********		\$30.0000	\$16,500.00
0172	730000000-E 1340.000 UNPAVED TRENCHING (*******		\$7.5000	\$10,050.00
0173	7301000000-E 40.000 DIRECTIONAL DRILL (*******		\$28.0000	\$1,120.00
0174	7324000000-N 27.000 JUNCTION BOX (STANDARD SIZE		\$255.0000	\$6,885.00
0175	7360000000-N 8.000 WOOD POLE	EA	\$1,085.0000	\$8,680.00
0176	7372000000-N 16.000 GUY ASSEMBLY	EA	\$425.0000	\$6,800.00
0177	7408000000-E 1.000 1" RISER WITH WEATHERHEAD	EA	\$950.0000	\$950.00
0178	7420000000-E 2.000 2" RISER WITH WEATHERHEAD	EA	\$475.0000	\$950.00
0179	7444000000-E 3410.000 INDUCTIVE LOOP SAWCUT	LF	\$5.8500	\$19,948.50
0180	7456000000-E 10200.000 LEAD-IN CABLE (*********		\$1.7500	\$17,850.00
0181	7481000000-N 2.000 SITE SURVEY	EA	\$500.0000	\$1,000.00
0182	7481240000-N 7.000 CAMERA WITHOUT INTERNAL LOO		\$3,857.0000 ING UNIT	\$26,999.00
0183	7481260000-N 2.000 EXTERNAL LOOP EMULATOR PRO-		\$2,500.0000	\$5,000.00
0184	7481280000-N 7.000 RELOCATE CAMERA SENSOR UNIT		\$500.0000	\$3,500.00
0185	7575142000-N 2.000 900MHZ SERIAL SPREAD SPECTR		\$4,053.0000	\$8,106.00
0186	7576000000-N 12.000 METAL STRAIN SIGNAL POLE	EA	\$9,955.4000	\$119,464.80
0187	7613000000-N 12.000 SOIL TEST	EA	\$850.0000	\$10,200.00
0188	7614100000-E 72.000 DRILLED PIER FOUNDATION	СУ	\$875.0000	\$63,000.00
0189	7630000000-N 1.000 METAL STRAIN POLE DESIGN	EA	\$450.0000	\$450.00
0190	7636000000-N 5.000 SIGN FOR SIGNALS	EA	\$335.0000	\$1,675.00
0191	7684000000-N 3.000 SIGNAL CABINET FOUNDATION	EA	\$1,200.0000	\$3,600.00
0192	7696000000-N 3.000 CONTROLLERS WITH CABINET MOUNTED)		\$12,725.0000 *******(TYPE	
0193	7708000000-N 23.000 DETECTOR CARD (*********)		\$115.0000	\$2,645.00
0194	7901000000-N 3.000	EA	\$385.0000	\$1,155.00

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Item Total

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	CABINET BASE	EXTENDER			
0195 AA1	0043000000-N GRADING	1.000	LS	\$1,553,000.0000	\$1,553,000.00
0196 AA1	1121000000-E AGGREGATE BAS	484.000 E COURSE	TON	\$33.0000	\$15,972.00
0197 AA1	1275000000-E PRIME COAT	180.000	GAL	\$4.0000	\$720.00
0198 AA1	1491000000-E ASPHALT CONC	18710.000 BASE COURSE, TY		\$44.0000	\$823,240.00
0199 AA1	1575000000-E ASPHALT BINDE	2215.000 R FOR PLANT MIX		\$500.0000	\$1,107,500.00
0200 AA2	0043000000-N GRADING	1.000	LS		
0201 AA2	1121000000-E 17200.000 TON AGGREGATE BASE COURSE				
0202 AA2	1275000000-E PRIME COAT	1190.000	GAL		
0203 AA2	1491000000-E ASPHALT CONC	10310.000 BASE COURSE, TY			
0204 AA2	1575000000-E ASPHALT BINDE	1840.000 R FOR PLANT MIX			
Section 0001 Total	al				\$10,856,881.30
Section 0002 CULVERT ITEMS					
0205	8056000000-N REMOVAL OF EX	1.000 ISTING STRUCTUR		\$42,000.0000	•
0206	8065000000-N ASBESTOS ASSE	1.000 SSMENT	LS	\$2,700.0000	\$2,700.00
0207	8126000000-N CULVERT EXCAV	1.000 ATION, STA ****	LS ** (55+67.00 -L-	\$51,000.0000 ·)	\$51,000.00
0208	8133000000-E FOUNDATION CO	134.000 NDITIONING MATE	TON R-IAL, BOX CULVE	\$55.0000 CRT	\$7,370.00
0209	8196000000-E CLASS A CONCR.	178.500 ETE (CULVERT)	СУ	\$775.0000	\$138,337.50
0210	8245000000-E REINFORCING S	20961.000 TEEL (CULVERT)	LB	\$1.3000	\$27,249.30
Section 0002 Total				\$268,656.80	
Ttom Total					¢11 105 500 10

\$11,125,538.10

ELECTRONIC BID SUBMISSION

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

- 1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
- 2. The terms covered transaction, debarred, suspended, ineligible, lower tier

covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

- 3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
- 4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal- Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.
- 5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

EXPLANATION:

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Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowleges that they are using the award limits on multiple projects? Yes \bigcirc No \odot

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which

will not exceed a total of for those

projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number County

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated

North Carolina Department of Transportation 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

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Call: 006 that have a total value not to exceed the award limit and will result in the

lowest total bids to the Department of Transportation.

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Check: 5CE8A88460 Amendment Count: 0

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DBE List Summary

Project: STATE FUNDED Bidder ID: 4315

Bid Total: 11,125,538.10 Business Name: APAC-Atlantic, Inc. Thompson-Ar

Division

Goal: 10.00% (1,112,553.81)

Total Entered: 10.03% (1,116,284.16)

ID	Name	s Supplier?	Item Count	Amount I	s Complete?
11883	JC CONCRETE CONSTRUCTION LLC	False	4	356,542.50	True
12802	NICKELSTON INDUSTRIES INC	False	6	12,318.75	True
16552	CAROLINA TRANSPORT OF OAK RIDGE INC	False	1	24,032.75	True
12701	FARMER TRANSPORT, LLC	False	7	97,112.50	True
11321	RLB TRUCKING INC	False	5	289,582.50	True
4906	W G LEWIS TRUCKING INC	False	4	134,410.60	True
4434	LONG BROTHERS OF SUMMERFIELD INC	False	1	70,000.00	True
5796	A1 PAVEMENT MARKING LLC	False	14	132,284.56	True

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Name: JC CONCRETE CONSTRUCTION LLC ID: 11883

Address: P.O. BOX 613 , PINNACLE, NC 27043

Used As: SubContractor DBE Items Total:\$356,542.50

Items for JC CONCRETE CONSTRUCTION LLC

0001 ROADWAY I	TEMS			
0049	2549000000-E	16115.000 LF	\$19.5000	\$314,242.50
	2'-6" CONCRE	TE CURB & GUTTER		
Note: Subcon	ntractor to perform this	item of work.		
0050	2591000000-E	80.000 SY	\$60.0000	\$4,800.00
	4" CONCRETE	SIDEWALK		
Note: Subcon	ntractor to perform this	item of work.		
0051	2605000000-N	2.000 EA	\$1,800.0000	\$3,600.00
	CONCRETE CUR	B RAMPS		
Note: Subcon	ntractor to perform this	item of work.		
0052	2612000000-E	565.000 SY	\$60.0000	\$33,900.00
	6" CONCRETE	DRIVEWAY		
Note: Subcon	ntractor to perform this	item of work.		
Section 0001	l Total			\$356,542.50
Item Total				\$356,542.50

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Check: 5CE8A88460 Amendment Count: 0

Call: 006

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Name: NICKELSTON INDUSTRIES INC ID: 12802

Address: POST OFFICE BOX 133 , LAWSONVILLE, NC 27022

Used As: SubContractor DBE Items Total:\$12,318.75

Items for NICKELSTON INDUSTRIES INC

ROADWAY I	303000000-E	325.000 LF	\$14.7500	\$4,793.75
0033	STEEL BEAM GU		\$14.7500	74, 193.13
Note: Subcon	ntractor to perform this i			
0054	3045000000-E	50.000 LF	\$15.5000	\$775.00
	STEEL BEAM GU	JARDRAIL, SHOP CURVED		
Note: Subcon	ntractor to perform this i	tem of work.		
0055	3150000000-N	5.000 EA	\$10.0000	\$50.00
	ADDITIONAL GU	JARDRAIL POSTS		
Note: Subcon	ntractor to perform this i	tem of work.		
0056	3195000000-N	1.000 EA	\$500.0000	\$500.00
	GUARDRAIL ENI	UNITS, TYPE AT-1		
Note: Subcon	ntractor to perform this i	tem of work.		
0057	3210000000-N	1.000 EA	\$600.0000	\$600.00
	GUARDRAIL ENI	UNITS, TYPE CAT-1		
Note: Subcon	ntractor to perform this i	tem of work.		
0058	3287000000-N	2.000 EA	\$2,800.0000	\$5 , 600.00
	GUARDRAIL ENI	UNITS, TYPE TL-3		
Note: Subcon	ntractor to perform this i	tem of work.		
Section 0001	. Total			\$12,318.75
Item Total				\$12,318.75

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Name: CAROLINA TRANSPORT OF OAK RIDGE INC ID: 16552

Address: 8859 CRAVENWOOD DRIVE , OAK RIDGE, NC 27310

Used As: SubContractor DBE Items Total:\$24,032.75

Items for CAROLINA TRANSPORT OF OAK RIDGE INC

0001 ROADWAY	ITEMS			
0199	1575000000-E	2215.000 TON	\$10.8500	\$24,032.75
AA1	ASPHALT BINDE	CR FOR PLANT MIX		
Note: Subco	ontractor to haul material	based on a quoted rate.		
Section 0001 Total				
Item Total				\$24,032.75

Errors: No Page 19

North Carolina Department of Transportation 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Letting: L200317 03/17/2020 02:00:00 PM

Name: FARMER TRANSPORT, LLC ID: 12701

Address: 319 CITTY STORE ROAD , REIDSVILLE, NC 27320

Used As: SubContractor DBE Items Total:\$97,112.50

Items for FARMER TRANSPORT, LLC

	TEMS			
0006	0195000000-E	2000.000 CY	\$9.7500	\$19,500.00
	SELECT GRANU			
Note: Subcor	ntractor to haul material	based on a quoted rate.		
0027	1099700000-E	6800.000 TON	\$3.7500	\$25,500.00
	CLASS IV SUB	GRADE STABILIZA- TION		
Note: Subcor	ntractor to haul material	based on a quoted rate.		
0028	1220000000-E	1000.000 TON	\$3.7500	\$3,750.00
	INCIDENTAL S'	TONE BASE		
Note: Subcor	ntractor to haul material	based on a quoted rate.		
0133	6006000000-E	1400.000 TON	\$6.5000	\$9,100.00
	STONE FOR ER	OSION CONTROL, CLASS A		
Note: Subcor	ntractor to haul material	based on a quoted rate.		
0134	600900000-E	4515.000 TON	\$6.5000	\$29,347.50
	STONE FOR ER	OSION CONTROL, CLASS B		
Note: Subcor	ntractor to haul material	based on a quoted rate.		
0135	6012000000-E	2160.000 TON	\$3.7500	\$8,100.00
	SEDIMENT CON	FROL STONE		
Note: Subcor	ntractor to haul material	based on a quoted rate.		
0196	1121000000-E	484.000 TON	\$3.7500	\$1,815.00
AA1	AGGREGATE BA	SE COURSE		
Note: Subcor	ntractor to haul material	based on a quoted rate.		
Section 0001	l Total			\$97,112.50
				·

Errors: No Page 20 Check: 5CE8A88460 Amendment Count: 0

Contract ID: C204371

Call: 006

North Carolina Department of Transportation 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Letting: L200317 03/17/2020 02:00:00 PM

Name: RLB TRUCKING INC ID: 11321

Address: 6036 GRIFFIN DR , RAMSEUR, NC 27316

Used As: SubContractor DBE Items Total:\$289,582.50

Items for RLB TRUCKING INC

0001 ROADWAY ITE	EMS			
0029	1308000000-E	1210.000 SY	\$0.9091	\$1,100.00
	MILLING ASPI	HALT PAVEMENT, ***"TO *****" (0"	TO 1-1/2")	
Note: Subcontr	ractor to haul material	based on a quoted rate.		
0030	150300000-E	12360.000 TON	\$6.2500	\$77,250.00
	ASPHALT CON	C INTERMEDIATE COURSE, TYPE I	19.0C	
Note: Subcontr	ractor to haul material	based on a quoted rate.		
0031	1519000000-E	11620.000 TON	\$8.0000	\$92,960.00
	ASPHALT CON	C SURFACE COURSE, TYPE S9.5B		
Note: Subcontr	ractor to haul material	based on a quoted rate.		
0195	004300000-N	1.000 LS	\$6,012.5000	\$6,012.50
AA1	GRADING			
Note: Subcontr	ractor to haul material	based on a quoted rate.		
0198	1491000000-E	18710.000 TON	\$6.0000	\$112,260.00
AA1	ASPHALT CON	C BASE COURSE, TYPE B25.0C		
Note: Subcontr	ractor to haul material	based on a quoted rate.		
Section 0001 T	Total			\$289,582.50
Item Total				\$289,582.50

Errors: No Page 21 Check: 5CE8A88460 Amendment Count: 0

Contract ID: C204371

Call: 006

Letting: L200317 North Carolina Department of Transportation Contract ID: C204371 03/17/2020 02:00:00 PM 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi Call: 006

Name: W G LEWIS TRUCKING INC ID: 4906

Address: 1323 PENNY RD. , HIGH POINT, NC 27265

Used As: SubContractor DBE Items Total:\$134,410.60

Items for W G LEWIS TRUCKING INC

ΓEMS			
0000100000-N	1.000 LS	\$9,480.0000	\$9,480.00
MOBILIZATION			
0050000000-E	1.000 ACR	\$1,058.6000	\$1,058.60
SUPPLEMENTARY	CLEARING & GRUB-BING		
tractor to haul material b	ased on a quoted rate.		
603000000-E	5000.000 CY	\$4.7400	\$23,700.00
SILT EXCAVATIO	N		
tractor to haul material b	ased on a quoted rate.		
0043000000-N	1.000 LS	\$100,172.0000	\$100,172.00
GRADING			
tractor to haul material b	ased on a quoted rate.		
Total			\$134,410.60
			\$134,410.60
1	0000100000-N MOBILIZATION 0050000000-E SUPPLEMENTARY tractor to haul material b 6030000000-E SILT EXCAVATIO tractor to haul material b 0043000000-N GRADING tractor to haul material b	0000100000-N 1.000 LS MOBILIZATION 0050000000-E 1.000 ACR SUPPLEMENTARY CLEARING & GRUB-BING tractor to haul material based on a quoted rate. 6030000000-E 5000.000 CY SILT EXCAVATION tractor to haul material based on a quoted rate. 0043000000-N 1.000 LS GRADING tractor to haul material based on a quoted rate.	000010000-N 1.000 LS \$9,480.0000 MOBILIZATION 0050000000-E 1.000 ACR \$1,058.6000 SUPPLEMENTARY CLEARING & GRUB-BING tractor to haul material based on a quoted rate. 6030000000-E 5000.000 CY \$4.7400 SILT EXCAVATION tractor to haul material based on a quoted rate. 004300000-N 1.000 LS \$100,172.0000 GRADING tractor to haul material based on a quoted rate.

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Letting: L200317 North Carolina Department of Transportation 03/17/2020 02:00:00 PM 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Contract ID: C204371 Call: 006

Name: LONG BROTHERS OF SUMMERFIELD INC ID: 4434

Address: PO BOX 35048 , GREENSBORO, NC 27425

Used As: SubContractor DBE Items Total: \$70,000.00

Items for LONG BROTHERS OF SUMMERFIELD INC

ROADWAY 0195	004300000-N	1.000 LS	\$70,000.0000	\$70,000.00
AA1	GRADING			
Note: Subc	ontractor to haul material ba	ased on a quoted rate.		
Section 0001 Total				

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Letting: L200317 North Carolina Department of Transportation 03/17/2020 02:00:00 PM 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Contract ID: C204371 Call: 006

Name: A1 PAVEMENT MARKING LLC ID: 5796

Address: 238 N BIVENS RD , MONROE, NC 28110

Used As: SubContractor DBE Items Total:\$132,284.56

Items for A1 PAVEMENT MARKING LLC

0001 ROA	ADWAY ITEMS		
0001	0000100000-N 1.000 LS	\$12,500.0000	\$12,500.00
	MOBILIZATION		
Note:	Subcontractor mobilization.		
0082	4650000000-N 477.000 EA	\$8.5000	\$4,054.50
	TEMPORARY RAISED PAVEMENT MARKERS		
Note:	Subcontractor to perform this item of work.		
0083	4685000000-E 47497.000 LF	\$0.7200	\$34,197.84
	THERMOPLASTIC PAVEMENT MARKINGLINES (4", 90 MILS)		
Note:	Subcontractor to perform this item of work.		
0084	4695000000-E 702.000 LF	\$3.0000	\$2,106.00
	THERMOPLASTIC PAVEMENT MARKINGLINES (8", 90 MILS)		
	Subcontractor to perform this item of work.		
0085	4725000000-E 115.000 EA	\$145.0000	\$16,675.00
Noto:	THERMOPLASTIC PAVEMENT MARKINGSYMBOL (90 MILS) Subcontractor to perform this item of work.		
		40.0700	417 000 00
0086	4810000000-E 63786.000 LF PAINT PAVEMENT MARKING LINES (4")	\$0.2700	\$17,222.22
Note.	Subcontractor to perform this item of work.		
0087	4820000000-E 132.000 LF	\$1.0000	\$132.00
0007	PAINT PAVEMENT MARKING LINES (8")	V1.0000	Ψ132 . 00
Note:	Subcontractor to perform this item of work.		
0088	4835000000-E 238.000 LF	\$4.0000	\$952.00
	PAINT PAVEMENT MARKING LINES (24")	1 - 1 - 1 - 1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Note:	Subcontractor to perform this item of work.		
0089	4845000000-N 40.000 EA	\$60.0000	\$2,400.00
	PAINT PAVEMENT MARKING SYMBOL		
Note:	Subcontractor to perform this item of work.		
0090	4850000000-E 16132.000 LF	\$0.7500	\$12,099.00
	REMOVAL OF PAVEMENT MARKING LINES (4")		
Note:	Subcontractor to perform this item of work.		
0091	4860000000-E 30.000 LF	\$2.0000	\$60.00
	REMOVAL OF PAVEMENT MARKING LINES (8")		
	Subcontractor to perform this item of work.		
0092	4870000000-E 111.000 LF	\$3.0000	\$333.00
	REMOVAL OF PAVEMENT MARKING LINES (24")		
	Subcontractor to perform this item of work.		
0093	4891000000-E 840.000 LF	\$11.0000	\$9,240.00
	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC 90MILS)	PAVEMENT MARKING	LINES (24",
Noto:	Subcontractor to perform this item of work.		

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Letting: L200317 03/17/2020 02:00:00 PM

Item Total

North Carolina Department of Transportation 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Contract ID: C204371 Call: 006

\$132,284.56

0094 490500000-N 555.000 EA \$36.6000 \$20,313.00
SNOWPLOWABLE PAVEMENT MARKERS

Note: Subcontractor to perform this item of work.

Section 0001 Total \$132,284.56

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Letting: L200317 03/17/2020 02:00:00 PM

North Carolina Department of Transportation 4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Contract ID: C204371 Call: 006

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have	e the authority	to submit this bid.
Signature		
Agency		-
Date		
Signature		
Agency		-
Date		
Signature		
Agency		-
Date		

Page: 1 of 12

		Contract Item Sheets For C2			
Unit Bid Price	Quantity Unit	Description	Sec #	ItemNumber	Line #
		ROADWAY ITEMS			
542,000.00	Lump Sum LS	MOBILIZATION	800	0000100000-N	0001
180,000.00	Lump Sum LS	CONSTRUCTION SURVEYING	801	0000400000-N	0002
7.50	2,000 CY	UNDERCUT EXCAVATION	225	0036000000-E	0003
3,000.00	1 ACR	SUPPLEMENTARY CLEARING & GRUB- BING	226	0050000000-E	0004
20.00	70 CY	DRAINAGE DITCH EXCAVATION	240	0134000000-E	0005
29.00	2,000 CY	SELECT GRANULAR MATERIAL	265	0195000000-E	0006
2.00	12,650 SY	GEOTEXTILE FOR SOIL STABILIZA- TION	270	0196000000-E	0007
50.00	1,195 SF	TEMPORARY SHORING	SP	0199000000-E	0008
29.75	1,416 TON	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	300	0318000000-E	0009
3.75	5,042 SY	FOUNDATION CONDITIONING GEO- TEXTILE	300	0320000000-E	0010
83.79	520 LF	15" DRAINAGE PIPE	305	0335200000-E	0011
87.33	280 LF	18" DRAINAGE PIPE	305	0335300000-E	0012
599.97	10 EA	**" DRAINAGE PIPE ELBOWS (15")	305	0335850000-E	0013
87.50	92 LF	15" RC PIPE CULVERTS, CLASS III	310	0366000000-E	0014
87.23	20 LF	18" RC PIPE CULVERTS, CLASS III	310	0372000000-E	 0015
113.14	328 LF	24" RC PIPE CULVERTS, CLASS III	310	0378000000-E	 0016
168.16	28 LF	30" RC PIPE CULVERTS, CLASS	310	0384000000-E	0017
145.31	12 LF	36" RC PIPE CULVERTS, CLASS	310	0390000000-E	0018
	542,000.00 180,000.00 7.50 3,000.00 20.00 29.00 2.00 50.00 29.75 3.75 83.79 87.33 599.97 87.50 87.23	Lump Sum LS 542,000.00 Lump Sum LS 180,000.00 2,000 7.50 CY 7.50 CY 1 3,000.00 ACR 20.00 CY 2,000 29.00 CY 29.00 CY 1,195 50.00 SF 50.00 SF 1,416 29.75 TON 29.75 TON 5,042 3.75 SY 3.75 SY 520 83.79 LF 87.33 LF 10 599.97 EA 92 87.50 LF 20 87.23 LF 328 113.14 LF 28 168.16 LF 12 145.31	ROADWAY ITEMS Lump Sum LS 542,000.00 CONSTRUCTION SURVEYING Lump Sum LS 180,000.00 UNDERCUT EXCAVATION 2,000 CY 7.50 SUPPLEMENTARY CLEARING & GRUBBING 1 3,000.00 DRAINAGE DITCH EXCAVATION 70 20.00 CY 29.00 SELECT GRANULAR MATERIAL 2,000 CY GEOTEXTILE FOR SOIL STABILIZATION 12,650 SY TON 1,195 SY FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES 1,416 29.75 FOUNDATION CONDITIONING GEO-TEXTILE 5,042 3.75 15" DRAINAGE PIPE 520 83.79 15" DRAINAGE PIPE 280 87.33 1F 10 599.97 16" RC PIPE CULVERTS, CLASS III 20 87.23 18" RC PIPE CULVERTS, CLASS III 20 87.23 24" RC PIPE CULVERTS, CLASS III 28 113.14 16" RC PIPE CULVERTS, CLASS III 28 168.16 16" RC PIPE CULVERTS, CLASS III 28 168.16 16" RC PIPE CULVERTS, CLASS III 28 168.16	ROADWAY ITEMS	ROADWAY ITEMS

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			Contract Item Sheets For Ca	204371		
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	7,484 LF	61.25	458,395.00
0020	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	1,672 LF	78.86	131,853.92
0021	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	216 LF	115.58	24,965.28
0022	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	904 LF	116.19	105,035.76
0023	0576000000-E	310	**" CS PIPE CULVERTS, *****" THICK (36", 0.079")	28 LF	123.62	3,461.36
0024	0636000000-E	310	**" CS PIPE ELBOWS, *****" THICK (36", 0.079")	2 EA	1,098.23	2,196.46
0025	0995000000-E	340	PIPE REMOVAL	2,242 LF	20.37	45,669.54
0026	1099500000-E	505	SHALLOW UNDERCUT	3,150 CY	12.50	39,375.00
0027	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	6,800 TON	26.00	176,800.00
0028	1220000000-E	545	INCIDENTAL STONE BASE	1,000 TON	39.00	39,000.00
0029	1308000000-E	607	MILLING ASPHALT PAVEMENT, ***" TO ******" (0" TO 1-1/2")	1,210 SY	11.50	13,915.00
0030	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	12,360 TON	46.00	568,560.00
0031	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	11,620 TON	50.00	581,000.00
0032	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	1,630 TON	120.00	195,600.00
0033	2022000000-E	815	SUBDRAIN EXCAVATION	430 CY	26.00	11,180.00
0034	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	700 SY	3.00	2,100.00
0035	2033000000-E	815	SUBDRAIN FINE AGGREGATE	205 CY	55.00	11,275.00
0036	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	120 CY	80.00	9,600.00

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	Manual and	0	Contract Item Sheets For C2		TI '4 D' I	A
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0037	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	1,900 LF	9.00	17,100.00
0038	2070000000-N	815	SUBDRAIN PIPE OUTLET	5 EA	300.00	1,500.00
0039	2077000000-E	815	6" OUTLET PIPE	30 LF	12.00	360.00
0040	2253000000-E	840	PIPE COLLARS	0.5 CY	3,425.06	1,712.53
0041	2264000000-E		PIPE PLUGS	0.1 CY	6,304.50	630.45
0042	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	122 EA	2,242.80	273,621.60
0043	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	9 LF	475.36	4,278.24
0044	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	24 EA	917.81	22,027.44
 0045	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	8 EA	982.54	7,860.32
 0046	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE **	46 EA	982.54	45,196.84
 0047	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	43 EA	982.54	42,249.22
 0048	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA	755.97	755.97
0049	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	16,115 LF	19.50	314,242.50
0050	2591000000-E	848	4" CONCRETE SIDEWALK	80 SY	60.00	4,800.00
0051	2605000000-N	848	CONCRETE CURB RAMPS	2 EA	1,800.00	3,600.00
0052	2612000000-E	848	6" CONCRETE DRIVEWAY	565 SY	60.00	33,900.00
0053	3030000000-E	862	STEEL BEAM GUARDRAIL	325 LF	14.75	4,793.75
0054	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	50 LF	15.50	775.00
 0055	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA	10.00	50.00

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			Contract Item Sheets For C2	04371		
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0056	3195000000-N	862	GUARDRAIL END UNITS, TYPE AT-1	1 EA	500.00	500.00
0057	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	1 EA	600.00	600.00
0058	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	2 EA	2,800.00	5,600.00
0059	3533000000-E	866	CHAIN LINK FENCE, **" FABRIC (54")	346 LF	11.00	3,806.00
0060	3539000000-E	866	METAL LINE POSTS FOR **" CHAIN LINK FENCE (54")	30 EA	25.00	750.00
0061	3545000000-E	866	METAL TERMINAL POSTS FOR **" CHAIN LINK FENCE (54")	2 EA	50.00	100.00
0062	3628000000-E	876	RIP RAP, CLASS I	20 TON	48.00	960.00
0063	3635000000-E	876	RIP RAP, CLASS II	620 TON	48.00	29,760.00
0064	3649000000-E	876	RIP RAP, CLASS B	516 TON	48.00	24,768.00
0065	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	4,327 SY	3.00	12,981.00
0066	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	984 LF	5.40	5,313.60
0067	4096000000-N	904	SIGN ERECTION, TYPE D	4 EA	125.00	500.00
0068	4102000000-N	904	SIGN ERECTION, TYPE E	33 EA	72.00	2,376.00
0069	4108000000-N	904	SIGN ERECTION, TYPE F	2 EA	145.00	290.00
0070	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (D)	3 EA	250.00	750.00
0071	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	5 EA	175.00	875.00
0072	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	42 EA	10.00	420.00
0073	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	9 EA	10.00	90.00

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	Contract Item Sheets For C204371					
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0074	440000000-E	1110	WORK ZONE SIGNS (STATIONARY)	258 SF	6.80	1,754.40
0075	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	96 SF	8.75	840.00
0076	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	10,000.00	20,000.00
0077	4430000000-N	1130	DRUMS	311 EA	57.00	17,727.00
0078	4455000000-N	1150	FLAGGER	60 DAY	400.00	24,000.00
0079	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	4 EA	5,200.00	20,800.00
0080	4490000000-E	1170	PORTABLE CONCRETE BARRIER (ANCHORED)	1,050 LF	34.45	36,172.50
0081	4510000000-N	1190	LAW ENFORCEMENT	240 HR	50.00	12,000.00
0082	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	477 EA	8.50	4,054.50
0083	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	47,497 LF	0.72	34,197.84
0084	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	702 LF	3.00	2,106.00
0085	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	115 EA	145.00	16,675.00
0086	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	63,786 LF	0.27	17,222.22
0087	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	132 LF	1.00	132.00
0088	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	238 LF	4.00	952.00
0089	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	40 EA	60.00	2,400.00
0090	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	16,132 LF	0.75	12,099.00
0091	486000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	30 LF	2.00	60.00

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			Contract Item Sheets For C20	4371		
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0092	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	111 LF	3.00	333.00
0093	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (24", 90MILS)	840 LF	11.00	9,240.00
0094	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	555 EA	36.60	20,313.00
0095	5325800000-E	1510	8" WATER LINE	355 LF	258.63	91,813.65
0096	5326200000-E	1510	12" WATER LINE	355 LF	291.75	103,571.25
0097	5326600000-E	1510	16" WATER LINE	985 LF	214.23	211,016.55
0098	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	7,810 LB	15.77	123,163.70
0099	5540000000-E	1515	6" VALVE	6 EA	2,042.35	12,254.10
0100	5546000000-E	1515	8" VALVE	1 EA	2,848.41	2,848.41
0101	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	6 EA	9,841.43	59,048.58
0102	5571800000-E	1515	8" TAPPING SLEEVE & VALVE	3 EA	10,845.15	32,535.45
0103	5572200000-E	1515	12" TAPPING SLEEVE & VALVE	2 EA	14,800.78	29,601.56
0104	5589200000-E	1515	2" AIR RELEASE VALVE	1 EA	8,645.32	8,645.32
0105	5648000000-N	1515	RELOCATE WATER METER	2 EA	1,907.75	3,815.50
0106	5656100000-E	1515	RELOCATE **" RPZ BACKFLOW PRE- VENTION ASSEMBLY (1")	1 EA	9,615.87	9,615.87
0107	5656100000-E	1515	RELOCATE **" RPZ BACKFLOW PRE- VENTION ASSEMBLY (3/4")	1 EA	9,473.45	9,473.45
0108	5666000000-N	1515	FIRE HYDRANT	3 EA	3,904.88	11,714.64
0109	5672000000-N	1515	RELOCATE FIRE HYDRANT	13 EA	3,170.23	41,212.99
0110	5673000000-E	1515	FIRE HYDRANT LEG	243 LF	133.05	32,331.15

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Contract Item Sheets For C204371						
Amoun Bio	Unit Bid Price	Quantity Unit	Description	Sec #	ItemNumber	Line #
148,300.74	24,716.79	6 EA	16" LINE STOP	1515	5679200000-E	0111
1,778.28	63.51	28 LF	WATER SERVICE LINE	1515	5686500000-E	0112
106,047.48	164.67	644 LF	8" SANITARY GRAVITY SEWER	1520	5691300000-E	0113
180,697.25	174.25	1,037 LF	8" FORCE MAIN SEWER	1520	5709400000-E	0114
4,794.48	1,598.16	3 EA	SANITARY SEWER CLEAN-OUT	1520	5768000000-N	0115
8,380.50	55.87	150 LF	SEWER SERVICE LINE	1520	5768500000-E	0116
30,530.80	12.02	2,540 LB	DUCTILE IRON SEWER PIPE FITTINGS	1520	5769000000-E	0117
16,989.92	4,247.48	4 EA	4' DIA UTILITY MANHOLE	1525	5775000000-E	0118
6,330.55	6,330.55	1 EA	5' DIA UTILITY MANHOLE	1525	5776000000-E	0119
3,841.40	384.14	10 LF	UTILITY MANHOLE WALL 4' DIA	1525	5781000000-E	0120
1,268.94	422.98	3 LF	UTILITY MANHOLE WALL 5' DIA	1525	5782000000-E	0121
8,321.67	44.03	189 LF	ABANDON 8" UTILITY PIPE	1530	5801000000-E	0122
52,277.83	34.69	1,507 LF	ABANDON 16" UTILITY PIPE	1530	5810000000-E	0123
	1,867.21	2 EA	ABANDON UTILITY MANHOLE	1530	5816000000-N	0124
1,675.31	1,675.31	1 EA	REMOVE UTILITY MANHOLE	1530	5828000000-N	0125
20,362.50	90.50	225 LF	16" ENCASEMENT PIPE	1540	5835700000-E	0126
60,639.10	195.61	310 LF	24" ENCASEMENT PIPE	1540	5836000000-E	0127
79,855.10	420.29	190 LF	BORE AND JACK OF **" (16")	1550	5872500000-E	0128
105,446.25	468.65	225 LF	BORE AND JACK OF **" (24")	1550	5872500000-E	 0129
47,205.50	248.45	190 LF	DIRECTIONAL DRILLING OF **" (16")	1550	5872600000-E	0130

Page: 8 of 12

	Contract Item Sheets For C204371					
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0131	5872600000-E	1550	DIRECTIONAL DRILLING OF **" (8")	160 LF	230.37	36,859.20
0132	6000000000-E	1605	TEMPORARY SILT FENCE	12,625 LF	1.80	22,725.00
0133	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	1,400 TON	39.00	54,600.00
0134	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	4,515 TON	39.00	176,085.00
0135	6012000000-E	1610	SEDIMENT CONTROL STONE	2,160 TON	33.00	71,280.00
0136	6015000000-E	1615	TEMPORARY MULCHING	26 ACR	900.00	23,400.00
0137	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1,500 LB	1.50	2,250.00
0138	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	8.5 TON	500.00	4,250.00
0139	6024000000-E	1622	TEMPORARY SLOPE DRAINS	560 LF	30.00	16,800.00
0140	6029000000-E	SP	SAFETY FENCE	1,000 LF	2.50	2,500.00
0141	6030000000-E	1630	SILT EXCAVATION	5,000 CY	5.40	27,000.00
0142	6036000000-E	1631	MATTING FOR EROSION CONTROL	20,000 SY	1.35	27,000.00
0143	6037000000-E	SP	COIR FIBER MAT	100 SY	6.00	600.00
0144	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	600 SY	3.50	2,100.00
0145	6042000000-E	1632	1/4" HARDWARE CLOTH	2,455 LF	4.00	9,820.00
0146	6045000000-E	SP	**" TEMPORARY PIPE (24")	170 LF	60.00	10,200.00
0147		1639	SPECIAL STILLING BASINS	2 EA	1,000.00	2,000.00
0148	6071012000-E	SP	COIR FIBER WATTLE	970 LF	7.00	6,790.00
0149	6071020000-E	SP	POLYACRYLAMIDE (PAM)	1,685 LB	3.00	5,055.00

Page: 9 of 12

	Contract Item Sheets For C204371					
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0150	6071030000-E	1640	COIR FIBER BAFFLE	1,075 LF	5.00	5,375.00
0151	6071050000-E	SP	**" SKIMMER (1-1/2")	1 EA	1,400.00	1,400.00
 0152	6071050000-E	SP	**" SKIMMER (2-1/2")	1 EA	1,630.00	1,630.00
 0153	6084000000-E	1660	SEEDING & MULCHING	20 ACR	1,800.00	36,000.00
0154	6087000000-E	1660	MOWING	10 ACR	110.00	1,100.00
0155	6090000000-E	1661	SEED FOR REPAIR SEEDING	300 LB	4.00	1,200.00
0156	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.75 TON	800.00	600.00
0157	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	550 LB	4.00	2,200.00
0158	6108000000-E	1665	FERTILIZER TOPDRESSING	16 TON	600.00	9,600.00
0159	6111000000-E	SP	IMPERVIOUS DIKE	180 LF	54.00	9,720.00
0160	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	150.00	1,500.00
0161	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	75 EA	100.00	7,500.00
0162	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	16 EA	100.00	1,600.00
0163	6123000000-E	1670	REFORESTATION	0.1 ACR	15,000.00	1,500.00
0164	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE CLEANOUT	150 EA	125.00	18,750.00
0165	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE	50 EA	150.00	7,500.00
0166	7060000000-E	1705	SIGNAL CABLE	7,875 LF	3.75	29,531.25
 0167	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	28 EA	715.00	20,020.00
0168	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	16 EA	848.00	13,568.00

Page: 10 of 12

	Contract Item Sheets For C204371					
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0169	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	12 EA	1,025.00	12,300.00
0170	7264000000-E	1710	MESSENGER CABLE (3/8")	2,720 LF	4.00	10,880.00
0171	7288000000-E	1715	PAVED TRENCHING (*********) (1, 2")	550 LF	30.00	16,500.00
0172	7300000000-E	1715	UNPAVED TRENCHING (********) (1, 2")	1,340 LF	7.50	10,050.00
0173	7301000000-E	1715	DIRECTIONAL DRILL (********) (1, 2")	40 LF	28.00	1,120.00
0174	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	27 EA	255.00	6,885.00
0175	7360000000-N	1720	WOOD POLE	8 EA	1,085.00	8,680.00
0176	7372000000-N	1721	GUY ASSEMBLY	16 EA	425.00	6,800.00
0177	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1 EA	950.00	950.00
0178	7420000000-E	1722	2" RISER WITH WEATHERHEAD	2 EA	475.00	950.00
0179	7444000000-E		INDUCTIVE LOOP SAWCUT	3,410 LF	5.85	19,948.50
0180	7456000000-E		LEAD-IN CABLE (*************) (14-2)	10,200 LF	1.75	17,850.00
0181	7481000000-N	SP	SITE SURVEY	2 EA	500.00	1,000.00
0182	7481240000-N	SP	CAMERA WITHOUT INTERNAL LOOP EMULATOR PROCESSING UNIT	7 EA	3,857.00	26,999.00
0183	7481260000-N	SP	EXTERNAL LOOP EMULATOR PRO- CESSING UNIT	2 EA	2,500.00	5,000.00
0184	7481280000-N	SP	RELOCATE CAMERA SENSOR UNIT	7 EA	500.00	3,500.00
0185	7575142000-N	1736	900MHZ SERIAL SPREAD SPECTRUM RADIO	2 EA	4,053.00	8,106.00
0186	7576000000-N	SP	METAL STRAIN SIGNAL POLE	12 EA	9,955.40	119,464.80
0187	7613000000-N	SP	SOIL TEST	12 EA	850.00	10,200.00

Page: 11 of 12

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0188	7614100000-E	SP	DRILLED PIER FOUNDATION	72 CY	875.00	63,000.00
0189	7630000000-N	SP	METAL STRAIN POLE DESIGN	1 EA	450.00	450.00
0190	7636000000-N	1745	SIGN FOR SIGNALS	5 EA	335.00	1,675.00
0191	7684000000-N	1750	SIGNAL CABINET FOUNDATION	3 EA	1,200.00	3,600.00
0192	7696000000-N	1751	CONTROLLERS WITH CABINET (************************************	3 EA	12,725.00	38,175.00
0193	7708000000-N	1751	DETECTOR CARD (**********) (TYPE 2070)	23 EA	115.00	2,645.00
0194	7901000000-N	1753	CABINET BASE EXTENDER	3 EA	385.00	1,155.00

			******* BEGIN SCHEDULE AA ******* (2 ALTERNATES)	******		
0195 AA1	0043000000-N	226	GRADING	Lump Sum LS	1,553,000.00	1,553,000.00
0196 AA1	1121000000-E	520	AGGREGATE BASE COURSE	484 TON	33.00	15,972.00
0197 AA1	1275000000-E	600	PRIME COAT	180 GAL	4.00	720.00
0198 AA1	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	18,710 TON	44.00	823,240.00
0199 AA1	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	2,215 TON	500.00	1,107,500.00
			*** OR ***			
0200 AA2	0043000000-N	226	GRADING	Lump Sum LS		
0201 AA2	1121000000-E	520	AGGREGATE BASE COURSE	17,200 TON		
0202 AA2	1275000000-E	600	PRIME COAT	1,190 GAL		
0203 AA2	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	10,310 TON		
0204 AA2	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,840 TON		

***** END SCHEDULE AA *****

Apr 09, 2020 8:05 am

North Carolina Department Of Transportation Contract Item Sheets For C204371

Page: 12 of 12

\$11,125,538.10

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0205	8056000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ************************************	Lump Sum LS	42,000.00	42,000.00
0206	8065000000-N	SP	ASBESTOS ASSESSMENT	Lump Sum LS	2,700.00	2,700.00
0207	8126000000-N	414	CULVERT EXCAVATION, STA ****** (55+67.00 -L-)	Lump Sum LS	51,000.00	51,000.00
0208	8133000000-E	414	FOUNDATION CONDITIONING MATER- IAL, BOX CULVERT	134 TON	55.00	7,370.00
0209	8196000000-E	420	CLASS A CONCRETE (CULVERT)	178.5 CY	775.00	138,337.50
0210	8245000000-E	425	REINFORCING STEEL (CULVERT)	20,961 LB	1.30	27,249.30

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

0805/Apr09/Q410642.45/D930767234000/E210

County Guilford

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

APAC-Atlantic, Inc. Thompson-Arthur Division

Full name of Corporation

PO Box 21088, Greensboro, NC 27420

Address as Prequalified

Attest

Select appropriate title

By

President/Vice President/Ausistant Vice Preside

Select appropriate title

Leonard D. Conway

Print or type Signer's name

Clarence O. Brickey

Print or type Signer's name

CORPORATE



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 attach	ned to this certification
--	--	---------------------------

County (ies): <u>Guilford</u>
ACCEPTED BY THE DEPARTMENT OF TRANSPORTATION
—Docusigned by: Ronald E. Davenport, Jr.
—F81B6038A47A442 Contract Officer
1/9/2020
Date
Execution of Contract and Bonds Approved as to Form:
——DocuSigned by:
Scott Slusser
Attorney General
1/9/2020
Date

C204371

Contract No.

Signature Sheet (Bid - Acceptance by Department)

Contract	No.
Country	

C204371			
Guilford			

Rev 5-17-11

Bond No. 014216876

CONTRACT PAYMENT BOND

Date of Payment Bond Execution	march 20, 2020
Name of Principal Contractor	APAC-Atlantic, Inc. Thompson-Arthur Division
Name of Surety:	Liberty Mutual Insurance Company
Name of Contracting Body:	North Carolina Department of Transportation
	Raleigh, North Carolina
Amount of Bond:	\$11,125,538.10
Contract ID No.:	C204371
County Name:	Guilford

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract	No.
Country	

C204371 Guilford

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company

Print or type Surety Company Name

By Tina Davis

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Linda Lee Nipper

Print or type Signer's name

15 W. South Temple, Ste. 700 Salt Lake City, UT 84101

Address of Attorney-in-Fact

C204371	
Guilford	

Rev 5-17-11

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

APAC-Atlantic, Inc. Thompson-Arthur Division

Full name of Corporation

P.O. Box 21088, Greensboro, NC 27420

Address as prequalified

By

Signature of President, Vice President, Assistant Vice President Select appropriate title

Clarence O. Brickey

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretar Select appropriate title

Leonard D. Conway

Print or type Signer's name

Contract	No.
County	

C204371		
Guilford	·	

Rev 5-17-11

Bond No. 014216876

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution:	March 20, 2020
Name of Principal Contractor:	APAC - Atlantic, Inc. Thompson-Arthur Division
Name of Surety:	Liberty Mutual Insurance Company
Name of Contracting Body:	North Carolina Department of Transportation
	Raleigh, North Carolina
Amount of Bond:	\$11,125,538.10
Contract ID No.:	C204371
County Name:	Guilford

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

C204371 Guilford

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company

Print or type Surety Company Name

By <u>Tina Davis</u>

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Linda Lee Nipper

Print or type Signer's name

15 W. South Temple, Ste. 700 Salt Lake City, UT 84101

Address of Attorney-in-Fact

Rev 5-17-11

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

APAC - Atlantic, Inc. Thompson-Arthur Division

Full name of Corporation

P.O. Box 21088, Greensboro, NC 27420

Address as prequalified

Ву

Signature of President, Vice President, Assistant Vice President

Select appropriate title

Clarence O. Brickey

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary
Select appropriate title

Leonard D. Conway

Print or type Signer's name





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,

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8201331

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, and Davis all of the city of Salt Lake City, state of Utah each individually if there be more than one named, its true and lawful attorney in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

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 30th day of May, 2019.

1912 OF THE PARTY INSURANT TO THE PARTY TO THE PARTY INSURANT TO THE PARTY TO THE

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA SCOUNTY OF MONTGOMERY

On this 30th day of May, 2019, 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

Notanal Seal
Teresa Pastella Notary Public
Upper Merion Twp., Montgomery County
My Commission Expres March 28, 2021

By: Itresa Pastella
Teresa Pastella, Notary Public

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 infact 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. Liewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance do hereby certify that this 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 20th day of March 2020







By: Kent cluly

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day