

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

C204922

CONTRACT AND
CONTRACT BONDS
FOR CONTRACT NO. C204922

WBS 48599.3.5 STATE FUNDED

T.I.P NO. R-5963D

COUNTY OF CHATHAM

THIS IS THE ROADWAY CONTRACT

ROUTE NUMBER SR-1809 LENGTH 0.326 MILES

LOCATION SR-2700 FROM EXISTING SR-1809 TO NEW SR-1809, AND SR-1809 FROM WEST OF SR-2700 TO NEW INTERSECTION WITH SR-2700.

CONTRACTOR FSC II LLC DBA FRED SMITH COMPANY

ADDRESS 701 CORPORATE CENTER DRIVE STE 101
RALEIGH, NC 27607

BIDS OPENED APRIL 16, 2024

CONTRACT EXECUTION 05/08/2024

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

PROPOSAL

DATE AND TIME OF BID OPENING: **Apr 16, 2024 AT 02:00 PM**

CONTRACT ID C204922
WBS 48599.3.5

FEDERAL-AID NO. STATE FUNDED
COUNTY CHATHAM
T.I.P NO. R-5963D
MILES 0.326
ROUTE NO. SR-1809
LOCATION SR-2700 FROM EXISTING SR-1809 TO NEW SR-1809, AND SR-1809 FROM WEST OF SR-2700 TO NEW INTERSECTION WITH SR-2700.

TYPE OF WORK GRADING, DRAINAGE, AND PAVING.

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C204922 IN CHATHAM COUNTY, NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. C204922 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 be bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the *2024 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete Contract No. C204922 in Chatham County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2024* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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



State Contract Officer

DocuSigned by:

Ronald Elton Davenport, Jr.
52C46046381F443... 03/13/2024

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(4-17-12)(Rev. 5-16-23)

108

SP1 G08 C

The date of availability for this contract is **May 29, 2024**.

The completion date for this contract is **February 27, 2026**.

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

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

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

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **May 29, 2024**.

The completion date for this intermediate contract time is **September 1, 2025**.

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

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 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 **Chatham Park Way (-L-) and/or Any Ramp / Loop associated with US 64 (-Y1-)** during the following time restrictions:

DAY AND TIME RESTRICTIONS**Monday thru Friday, 6:00 AM to 9:00 AM and 4:00 PM to 7:00 PM**

In addition, the Contractor shall not close or narrow a lane of traffic on **Chatham Park Way (-L-) and/or Any Ramp / Loop associated with US 64 (-Y1-)**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 AM** the Thursday before Independence Day and **7:00 PM** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 AM** Friday and **7:00 PM** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 AM** Tuesday and **7:00 PM** Monday.
8. For **Christmas**, between the hours of **6:00 AM** the Friday before the week of Christmas Day and **7:00 PM** 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 **Two Hundred Fifty Dollars (\$ 250.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete the work required of **Phase II, Steps #1 & #2** as shown on Sheet **TMP-2** 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 **Seventy-Five (75)** 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. 1-16-24)

104

SP1 G16

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

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

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be

made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

MAJOR CONTRACT ITEMS:

(2-19-02)(Rev. 1-16-24)

104

SP1 G28

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

Line #	Description
12	15" RC Pipe Culverts, Class IV
44	Masonry Drainage Structures
85	12" Water Line
86	16" Water Line
95	15" Sanitary Gravity Sewer

SPECIALTY ITEMS:

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

108-6

SP1 G37

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

Line #	Description
61-63	Fencing
67-70	Signing
77-81	Long-Life Pavement Markings
82	Permanent Pavement Markers
83-109	Utility Construction
110-132	Erosion Control

FUEL PRICE ADJUSTMENT:

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

109-8

SP1 G43

Revise the *Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is \$ **2.7781** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55

Sub-Ballast	Gal/Ton	0.55
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class _____	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

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

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form%20-%20Starting%20Nov%202022%20Lettings.pdf>

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

STEEL PRICE ADJUSTMENT:

(4-19-22)(Rev. 4-16-24)

SP1 G47

Description and Purpose

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

Eligible Items

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

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

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

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

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

Bid Submittal Requirements

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

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

The Contractor shall provide Form SPA-1 listing the Contract Line Number, (with corresponding Item Number, Item Description, and Category) for the steel products they wish to have an adjustment calculated. Only the contract items corresponding to the list of eligible item numbers for steel price adjustment may be entered on Form SPA-1. The Contractor may choose to have steel price adjustment applied to any, all, or none of the eligible items. However, the Contractor's selection of items for steel price adjustment or non-selection (non-participation) may not be changed once Form SPA-1 has been received by the Department. Items the Bidder chooses for steel price adjustment must be designated by writing the word "Yes" in the column titled "Option" by each Pay Item chosen for adjustment. Should the bidder elect an eligible steel price item, the entire quantity of the line item will be subject to the price adjustment for the duration of the Contract. The Bidder's designations on Form SPA-1 must be written in ink or typed and signed by the Bidder (Prime Contractor) to be considered complete. Items not properly designated, designated with "No", or left blank on the Bidder's Form SPA-1 will automatically be removed from consideration for adjustment. No steel items will be eligible for steel price adjustment on this Project if the Bidder fails to return Form SPA-1 in accordance with this provision.

Establishing the Base Price

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

The bidding index for Category 1 Steel items is **\$ 42.56** per hundredweight.
 The bidding index for Category 2 Steel items is **\$ 63.50** per hundredweight.
 The bidding index for Category 3 Steel items is **\$ 64.78** per hundredweight.
 The bidding index for Category 4 Steel items is **\$ 48.06** per hundredweight.
 The bidding index for Category 5 Steel items is **\$ 56.56** per hundredweight.
 The bidding index for Category 6 Steel items is **\$ 66.80** per hundredweight.
 The bidding index for Category 7 Steel items is **\$ 44.34** per hundredweight.
 The bidding index represents a selling price of steel based on Fastmarkets data for the month of **February 2024**.

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

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

<i>Steel Product (Title)</i>	BI, MI*	Adjustment Date for MI	Category
Reinforcing Steel, Bridge Deck, and SIP Forms	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	1
Structural Steel and Encasement Pipe	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	2
Steel H-Piles, Soldier Pile Walls	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	3
Guardrail Items and Pipe Piles	Based on one or more Fastmarkets indices	Material Received Date**	4
Fence Items	Based on one or more Fastmarkets indices	Material Received Date**	5
Overhead Sign Assembly, Signal Poles, High Mount Standards	Based on one or more Fastmarkets indices	Material Received Date**	6
Prestressed Concrete Members	Based on one or more Fastmarkets indices	Cast Date of Member	7

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

Submittal Requirements

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

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

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

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

Step 1 (Form SPA -2)

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

- a. Documentation package number: (Insert the contract line-item) - (Insert sequential package number beginning with "1").
Example: 412 - 1,
 412 - 2,
 424 - 1,
 424 - 2,
 424 - 3, etc.
- b. The steel product quantity in pounds
 - i. The following sources should be used, in declining order of precedence, to determine the weight of steel/iron, based on the Engineers decision:
 1. Department established weights of steel/iron by contract pay item per pay unit;
 2. Approved Shop Drawings;
 3. Verified Shipping Documents;
 4. Contract Plans;
 5. Standard Drawing Sheets;
 6. Industry Standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and
 7. Manufacture's data.
 - ii. Any item requiring approved shop drawings shall have the weights of steel calculated and shown on the shop drawings or submitted and certified separately by the fabricator.
- c. The date the steel product, subject to adjustment, was shipped from the producing mill (Categories 1-3), received on the project (Categories 4-6), or casting date (Category 7).

Step 2 (Monthly Calculator Spreadsheet)

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

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

Price Adjustment Conditions

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

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

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

Price Adjustment Calculations

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

Price increase/decrease will be computed as follows:

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

Where;

SPA = Steel price adjustment in dollars

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

- BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.
- Q = Quantity of steel, product, pounds actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

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

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

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

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

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

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

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

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

Example: Structural steel for a particular bridge was provided for in three different shipments with each having a different mill shipping date. The quantity of structural steel actually used for the bridge was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the plans of the final quantity of structural steel

used for the bridge. The quantity to be adjusted cannot be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of structural steel represented by the last initial structural steel documentation package submission. The package used will be the one with the greatest sequential number.

Extra Work/Force Account:

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

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

Examples Form SPA-2

Steel Price Adjustment Submission Form

Contract Number C203394 Bid Reference Month January 2019

Submittal Date 8/31/2019

Contract Line Item 237

Line Item Description APPROX....LBS Structural Steel

Sequential Submittal Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Structural Steel	Structure 3, Spans A-C	1,200,000	May 4, 2020
ABC distributing	Various channel & angle shapes	Structure 3 Spans A-C	35,000	July 14, 2020
		Total Pounds of Steel	1,235,000	

Note: Attach the following supporting documentation to this form.

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

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

Printed Name

Signature

Examples Form SPA-2**Steel Price Adjustment Submission Form**Contract Number C203394 Bid Reference Month January 2019Submittal Date August 31, 2019Contract Line Item 237Line Item Description SUPPORT, OVRHD SIGN STR -DFEB – STA 36+00Sequential Submittal
Number 2

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

Note: Attach the following supporting documentation to this form.

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

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

Printed Name

Signature

Price Adjustment Sample Calculation (increase)

Project bid on September 17, 2019

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

Price Adjustment Sample Calculation (decrease)

Project bid on December 18, 2018

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

Price Adjustment Sample Calculation (increase)

Project bid on July 16, 2020

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08)(Rev. 1-16-24)

108-2

SP1 G58

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

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2024	(7/01/23 - 6/30/24)	10% of Total Amount Bid
2025	(7/01/24 - 6/30/25)	84% of Total Amount Bid
2026	(7/01/25 - 6/30/26)	6% of Total Amount Bid

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

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

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

102-15(J)

SP1 G66

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.xlsm>

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

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

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

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

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

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

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

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

Combined MBE/WBE Goal

The Combined MBE/WBE Goal for this project is **6.0 %**

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

(A) Minority Business Enterprises **3.0 %**

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

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

- (1) *If the anticipated WBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above.

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

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

Directory of Transportation Firms (Directory)

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

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

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

Listing of MBE/WBE Subcontractors

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

(A) Electronic Bids

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

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

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

MBE or WBE Prime Contractor

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

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

Written Documentation – Letter of Intent

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

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

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

Banking MBE/WBE Credit

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

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

Submission of Good Faith Effort

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

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

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

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

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

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

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

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

- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

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

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

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

Non-Good Faith Appeal

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

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

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function**(A) MBE/WBE Utilization**

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

(B) MBE/WBE Utilization in Trucking

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

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

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

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

MBE/WBE Replacement

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

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

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

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

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

(A) Performance Related Replacement

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

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

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

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

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

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

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

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

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

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

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

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

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

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

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

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

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

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

SUBSURFACE INFORMATION:

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

450

SP1 G112 A

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

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the *Standard Specifications* as follows:

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

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

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

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

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

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

COOPERATION BETWEEN CONTRACTORS:

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

105-7

SP1 G133

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

R-5930A (C204872) is located adjacent to this project. R-5930A is currently under construction and not anticipated to be complete prior to the letting of this project.

R-5930B is located in the vicinity of this project; R-5930B is anticipated for a March 18, 2025 Letting.

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

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

with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

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

105-16, 225-2, 16

SP1 G180

General

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

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

- (A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.

- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.

- (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
- (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities

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

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

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

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.

- (D) Demonstration of erroneous documentation or reporting techniques.
- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

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

105-16, 230, 801

SP1 G181

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

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

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

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

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

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

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

exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

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

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

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

(4-6-06) (Rev. 3-19-24)

200

SP2 R02B

Perform clearing on this project to the limits established by Method - III shown on Standard Drawing No. 200.03 of the *Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

SHOULDER AND FILL SLOPE MATERIAL:

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

235, 560

SP2 R45 A

Description

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

Measurement and Payment

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

MANUFACTURED QUARRY FINES IN EMBANKMENTS:

(01-17-17)(Rev. 4-16-24)

235

SP02 R72

Description

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

Materials

Manufactured Quarry Fines.

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

The following MQFs are unacceptable:

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

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

Preconstruction Requirements

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

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

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

Construction Methods

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

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

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

Measurement and Payment

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

Geotextile for Subgrade Stabilization will be measured and paid in accordance with Article 505-4 of the *Standard Specifications*. When the pay item for *Geotextile for Subgrade Stabilization* is not included in the original contract then no payment will be made for this item and will be considered incidental to the use of MQFs in embankment.

FLOWABLE FILL:

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

300, 340, 1000, 1530, 1540, 1550

SP3 R30

Description

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

Materials

Refer to Division 10 of the *Standard Specifications*.

Item

Flowable Fill

Section

1000-7

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Flowable Fill

Pay Unit

Cubic Yard

AUTOMATED FINE GRADING:

(1-16-96)(Rev. 1-16-24)

610

SP5 R05

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

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

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)(Rev. 1-16-24)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is **\$ 591.88** per ton.

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

FINAL SURFACE TESTING NOT REQUIRED:

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

610

SP6 R45

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

CONVERT EXISTING CATCH BASIN TO TRAFFIC BEARING JUNCTION BOX:

(1-1-02) (Rev. 1-16-23)

840, 859

SP8 R50

At the proper phase of construction, convert the existing **Catch Basin** at locations indicated in the plans or where directed, to **Traffic Bearing Junction Box** in accordance with the details in the plans and the applicable requirements of Sections 840 and 859 of the *Standard Specifications*.

Convert Existing Catch Basin to Traffic Bearing Junction Box will be measured and paid as each, completed and accepted. Such price and payment is considered full compensation for all equipment, materials, labor, tools, and incidentals necessary to complete each conversion satisfactorily.

Payment will be made under:

Pay ItemConvert Existing **Catch Basin** to **Traffic Bearing Junction Box****Pay Unit**

Each

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)(Rev. 1-16-24)

Z-2

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

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

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

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

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

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

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

STANDARD SPECIAL PROVISION**ERRATA**

(1-16-24)

Z-4

Revise the *2024 Standard Specifications* as follows:

Division 3

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

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

Division 9

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

Division 10

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

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

Division 11

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

Division 15

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

Division 16

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

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

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

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 1/16/2024)

Z-6

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the

- contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance:
In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:
- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
 - (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
- (f) Incorporation of Provisions
The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
 2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:
"The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement,

disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. **Applicability**
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
 2. **Eligibility**
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
 3. **Time Limits and Filing Options**
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:
 - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453

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

**TABLE 103-1
COMPLAINT BASIS**

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

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

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

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

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

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

Project: R-5963D

UC-1

County: Chatham

PROJECT SPECIAL PROVISIONS
Utility Construction

Kimley»Horn
P.O. Box 33068, Raleigh, NC 27636-3068

Professional Seal: NATHANIEL L. HARVEY, ENGINEER, SEAL, 045249, 3/12/2024

General:

The proposed utility construction shall meet the applicable requirements of the NC Department of Transportation’s “Standard Specifications for Roads and Structures” (hereinafter “NCDOT Standard Specifications”) dated January 2024, the Town of Pittsboro Standard Specifications and Details, the Utility Construction design drawings, and the following Special Provisions.

Measurement and payment for proposed Utility Construction shall conform to the applicable requirements of the 2024 NCDOT Standard Specifications for Roads and Structures, as modified by these Special Provisions. If a discrepancy arises between the NCDOT Standard Specifications and the Town of Pittsboro Standard Specifications that is not related to measurement and payment, the more stringent requirements shall prevail.

The existing potable water, reclaimed water, and sanitary sewer utilities (hereinafter “wet utilities”) belong to the Town of Pittsboro (hereinafter “Owner”). The Contractor shall provide access for the Owner's representatives to all phases of construction. Testing, inspection, and acceptance shall be in accordance with the Owner’s requirements. Contractor shall coordinate with the Owner to ensure all testing, inspection, and documentation requirements are met.

Any wet utility service outages shall take place at a time and date acceptable to the Owner, including nights and weekends, and shall be limited to no more than 8 hours per service interruption, unless otherwise specified on the drawings or by the Owner.

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Project: R-5963D

UC-2

County: Chatham

PROJECT SPECIAL PROVISIONS

Utility Construction

As-Built Plans

Provide as-built plans of the installed utility in accordance with the Owner's requirements. Final acceptance for service of wet utilities by the Owner is contingent upon the Contractor's submission of satisfactory as-built plans.

As-built plans must include the following data:

1. Horizontal and vertical coordinates (NC State Plane NAD83 northing, easting, and NAVD88 elevation) for the following:
 - All fittings – Including but not limited to vertical and horizontal bends, tees, reducers, sleeves. Include size(s) and angle.
 - All utility controls – Including but not limited to valves, meters, fire hydrants, sampling stations, vaults, manholes, line stops installed as part of the project (whether abandoned or remaining active), and blow offs. Include size, type, and other descriptor(s) as applicable to specifically identify the control.
 - All cleanouts. Include size and material.
 - All piping – With points taken at intervals no greater than 100-feet along straight section, and 50-feet along curved sections.
 - Start and end points of restrained joint piping.
 - Start and end points encasement pipes. Include size and material of encasement.
 - Start and end points trenchless installations, including but not limited to pipe installed by horizontal directional drill.
 - Sanitary sewer manholes and cleanouts. Include rim and each invert.

Note: The elevation coordinate for buried facilities must be the elevation of the buried facility and not the surface elevation.
2. Size, material, and class of all piping, including identification of any special coatings or linings.
3. Identify new and existing facilities and connection point(s) to existing facilities

Verify accuracy and completeness of as-built plans in the field with Owner's inspections staff prior to submittal. Submit as-built drawings, sealed by a surveyor licensed in the state of North Carolina, to the Owner for review and approval.

Remainder of page left intentionally blank

Project: R-5963D

UC-3

County: Chatham

PROJECT SPECIAL PROVISIONS

Utility Construction

RECLAIMED WATER LINES:

Description

Provide reclaimed water lines suitable for use in transporting reclaimed water.

Materials

Reclaimed water line materials shall meet all requirements for potable water lines, but shall be identified by Pantone 522 purple color, whether by coloring of the material itself, by exterior coating, or by wrapping in polyethylene sleeve, and shall bear the text: "CAUTION: RECLAIMED WATER – DO NOT DRINK". See Owner specifications for additional labeling and identification requirements for reclaimed water lines.

Construction Methods

Reclaimed water lines shall be installed in potable water line standards.

Identify reclaimed water lines using 6-inch wide detectable marking tape, Pantone 522 in color and marked with the text: "CAUTION: RECLAIMED WATER LINE BURIED BELOW – DO NOT DRINK." See Owner specifications for additional labeling and identification requirements for reclaimed water lines.

Measurement and Payment

Reclaimed water lines and appurtenances shall be measured and paid in accordance with Article 1510-4 and Article 1515-4.

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Project: R-5963D

UC-4

County: Chatham

PROJECT SPECIAL PROVISIONS

Utility Construction

CERAMIC EPOXY LINING:

General

All ferrous materials that are subject to exposure to wastewater and are not stainless steel shall be factory lined with ceramic epoxy.

Materials

Ceramic epoxy shall be an amine cured novalac epoxy containing at least 20 percent by volume of ceramic quartz pigment, shall have a permeability rating of 0.00 when tested in accordance with Procedure A Method A of ASTM E-96, and shall have an abrasion resistance of no more than 3 mils loss after one million cycles using European Standard EN 598: Section 7.8 Abrasion Resistance.

Construction Methods

Repair any damage to lining including coating the exposed ends of field cuts with ceramic epoxy joint/repair compound of the same manufacturer as the lining to be repaired and in accordance with manufacturer recommendations.

Measurement and Payment

Payment for ceramic epoxy lining shall be included in payment for pipe and appurtenances to which lining is applied. No separate measurement nor payment will be made.

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Project: R-5963D

UC-5

County: Chatham

PROJECT SPECIAL PROVISIONS

Utility Construction

10" TOWER BLOW-OFF:

Description

Provide 10" water tower blow off per Detail 3 on sheet UC-3C at the location shown on the drawings.

Construction Methods

Construct in accordance with the plans and Detail 3 on sheet UC-3C.

Measurement and Payment

10" Tower Blow-Off shall be measured and paid per each. All labor, materials, excavation, and backfilling necessary for a complete and operable blow off as shown on the detail drawings and as specified herein are incidental to the 10" Tower Blow-Off.

Pay Item

10" Tower Blow Off

Pay Unit

Each

Remainder of page left intentionally blank

Project: R-5963D

UC-6

County: Chatham

PROJECT SPECIAL PROVISIONS Utility Construction

PVC CASINGS:

Description

Provide watertight PVC casings for future lighting feed cables.

Materials

PVC casings shall be made of solvent weld, bell and spigot Schedule 40 Electrical Polyvinyl Chloride Conduit (EPC-40) in accordance with National Electric Manufacturers (NEMA) TC 2-2020.

Construction Methods

Install ___" *PVC Casing* at the locations shown on the drawings by direct bury at a typical cover of 3-feet.

Measurement and Payment

___" *PVC Casing* will be measured and paid per linear foot for the appropriate size.

Payment will be made under:

Pay Item

___" PVC Casing

Pay Unit

Linear Foot

Remainder of page left intentionally blank

Project: R-5963D

UC-7

County: Chatham

PROJECT SPECIAL PROVISIONS

Utility Construction

Revise the 2024 Standard Specifications as follows:**Page 10-68; Sub-article 1036-8, Sleeves, Couplings and Miscellaneous**

add the following after Subparagraph (B):

(C) MJ Long Body Solid Sleeves and Transition Couplings

MJ Solid Sleeve Couplings shall be used to connect proposed ductile iron piping to existing ductile iron piping where shown on the Drawings. Solid sleeves shall be ductile iron, conforming to the requirements of ANSI A21.10 (AWWA C110).

Transition Couplings shall be used to connect proposed ductile iron piping to existing piping that is not ductile iron. Transition couplings shall be selected which are designed for the actual materials, outside diameters, condition, and utility of pipelines to be connected.

(D) Mechanical Joint Restraints

Mechanical joint restraints shall be selected which are designed for the intended application. Restraint devices shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating equal to or greater than the host pipe. Gland body, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536. Ductile iron gripping wedges shall be heat treated within a range of 370 to 470 BHN.

Page 15-4; Sub-article 1505-3, Construction Methods,

add the following after Subparagraph (F):

(G) Concrete Thrust Collars

Concrete thrust collars shall be installed where shown on the drawings and as required under Article 1505-3, Subparagraph (E). Concrete thrust collars shall be provided at the locations shown on the drawings or as requested by the Engineer. The excavation at such location(s) shall receive special attention with such undisturbed materials within as short a distance as possible from the pipe. Concrete thrust collars shall be installed in accordance with Town of Pittsboro Standard Detail PW-03-026, as shown on the drawings.

All reinforcing steel shall be Grade 60 in accordance with Article 1070-2. All concrete shall be Class AA in accordance with Article 1000-4.

Project: R-5963D

UC-8

County: Chatham

PROJECT SPECIAL PROVISIONS

Utility Construction

(H) Reaction Blocking

All fittings or components subject to hydrostatic thrust shall be securely anchored by the use of concrete thrust blocks poured in place, unless otherwise directed by the Engineer. Where concrete must be reinforced, the Contractor shall furnish such reinforcing as is required.

Required thrust blocking shall be in accordance with Town of Pittsboro Standard Detail PW-03-025, and as shown on the drawings.

Material for reaction blocking shall be Class B in accordance with Article 1000-4. Any metallic component used in thrust restraint which is not encased in concrete shall be "hot dipped" galvanized or stainless steel.

(I) Flowable Fill

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

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate.

Page 15-5; Sub-article 1505-6, Measurement and Payment,

add the following to Line 22:

including Thrust Collars and Reaction Blocking.

Page 15-10, Article 1515-4, Measurement and Payment,

add the following after Line 3:

Mechanical Joint Restraints will be considered incidental to the associated utility line pay item. No additional measurement nor payment will be made.

All miscellaneous connections to existing pipe shall be installed in accordance with Article 1036-8 (B) and shall be considered as incidental to the Project and no additional payment will be made.

Remainder of page left intentionally blank

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

(4-30-2019)

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

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

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

SEEDING AND MULCHING:

(East)

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

All Roadway Areas

March 1 - August 31

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

September 1 - February 28

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

Waste and Borrow Locations

March 1 – August 31

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

September 1 - February 28

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

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

Approved Tall Fescue Cultivars

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

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

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

NUTRIENT MANAGEMENT TRAINING REQUIREMENTS:

(07/17/2014)(rev 05/10/2023)

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 'Urban Only' or the 'Ag and Urban' combined web-based training and obtain a certificate of completion from NCDEQ prior to performing this work. The training and NCDEQ contact information may be found under "Fertilizer Management Training" heading at the following link:

<https://deq.nc.gov/about/divisions/water-resources/water-planning/nonpoint-source-planning/jordan-lake-nutrient-strategy#implementation>

A certificate of completion must be presented by the person(s) responsible for fertilizer application or person(s) conducting the application of fertilizer to the Engineer prior to performing fertilizer application on the project within the limits of the Jordan Lake or Fall Lake Watershed. The certificate must remain on-site with the applicator during all applications of fertilizer.

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

CRIMPING STRAW MULCH:

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

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8".

TEMPORARY SEEDING:

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

FERTILIZER TOPDRESSING:

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

SUPPLEMENTAL SEEDING:

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

MOWING:

The minimum mowing height on this project shall be 4 inches.

MINIMIZE REMOVAL OF VEGETATION:

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

CONSTRUCTION MATERIALS MANAGEMENT

(3-19-19) (rev. 04-27-20)

Description

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

Polyacrylamides (PAMS) and Flocculants

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

https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8_30_18.pdf

Equipment Fluids

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

Waste Materials

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

Herbicide, Pesticide, and Rodenticides

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

Concrete Materials

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged

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

Earthen Material Stock Piles

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

Measurement and Payment

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

WASTE AND BORROW SOURCES:

(2-16-11) (Rev. 3-17-22)

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/Contract%20Reclamation%20Procedures.pdf>

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:

Description

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to

infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

Materials

(A) Safety Fencing

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

(B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking

of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

Measurement and Payment

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay Item
Safety Fence

Pay Unit
Linear Foot

CONCRETE WASHOUT STRUCTURE:

(8-17-23)

Description

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

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

Materials

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 thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

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

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

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

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

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

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

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

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

Safety Fence shall be measured and paid for as provided elsewhere in this contract.

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

Payment will be made under:

Pay Item	Pay Unit
Concrete Washout Structure	Each

County: CHATHAM

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0043000000-N	226	GRADING	Lump Sum	L.S.	
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0005	0057000000-E	226	UNDERCUT EXCAVATION	575 CY		
0006	0134000000-E	240	DRAINAGE DITCH EXCAVATION	210 CY		
0007	0141000000-E	240	BERM DITCH CONSTRUCTION	300 LF		
0008	0195000000-E	265	SELECT GRANULAR MATERIAL	400 CY		
0009	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	400 SY		
0010	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	396 TON		
0011	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	1,083 SY		
0012	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,188 LF		
0013	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	396 LF		
0014	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	160 LF		
0015	0449000000-E	310	*** RC PIPE CULVERTS, CLASS V (24")	116 LF		
0016	0449000000-E	310	*** RC PIPE CULVERTS, CLASS V (30")	192 LF		
0017	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	48 LF		

County: CHATHAM

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	12 LF		
0019	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	2 EA		
0020	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (30", 0.079")	2 EA		
0021	0995000000-E	340	PIPE REMOVAL	139 LF		
0022	1099500000-E	505	SHALLOW UNDERCUT	1,200 CY		
0023	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	2,580 TON		
0024	1112000000-E	505	GEOTEXTILE FOR SUBGRADE STABILIZATION	5,730 SY		
0025	1121000000-E	520	AGGREGATE BASE COURSE	1,080 TON		
0026	1220000000-E	545	INCIDENTAL STONE BASE	100 TON		
0027	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	680 SY		
0028	1330000000-E	607	INCIDENTAL MILLING	400 SY		
0029	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	2,250 TON		
0030	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1,680 TON		
0031	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,120 TON		
0032	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	310 TON		
0033	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	200 TON		
0034	2000000000-N	806	RIGHT-OF-WAY MARKERS	14 EA		

County: CHATHAM

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	2020000000-N	806	CONTROL-OF-ACCESS MARKERS	12 EA		
0036	2022000000-E	815	SUBDRAIN EXCAVATION	44.8 CY		
0037	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200 SY		
0038	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	33.6 CY		
0039	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF		
0040	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA		
0041	2077000000-E	815	6" OUTLET PIPE	6 LF		
0042	2253000000-E	840	PIPE COLLARS	0.399 CY		
0043	2275000000-E	SP	FLOWABLE FILL	35 CY		
0044	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	42 EA		
0045	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	43.4 LF		
0046	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	4 EA		
0047	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	4 EA		
0048	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	20 EA		
0049	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	10 EA		
0050	2396000000-N	840	FRAME WITH COVER, STD 840.54	2 EA		
0051	2407000000-N	840	STEEL FRAME WITH TWO GRATES, STD 840.37	2 EA		

County: CHATHAM

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0052	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	12 EA		
0053	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	2 EA		
0054	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	2,150 LF		
0055	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	4,970 LF		
0056	2605000000-N	848	CONCRETE CURB RAMPS	12 EA		
0057	2619000000-E	850	4" CONCRETE PAVED DITCH	11 SY		
0058	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	380 SY		
0059	2815000000-N	858	ADJUSTMENT OF DROP INLETS	1 EA		
0060	2995000000-N	SP	GENERIC DRAINAGE ITEM CONVERT EXISTING CATCH BASIN TO TRAFFIC BEARING JUNCTION BOX	1 EA		
0061	3500000000-E	866	WOVEN WIRE FENCE, *** FABRIC (47")	960 LF		
0062	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	64 EA		
0063	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	10 EA		
0064	3628000000-E	876	RIP RAP, CLASS I	120 TON		
0065	3649000000-E	876	RIP RAP, CLASS B	130 TON		
0066	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	800 SY		
0067	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	81 SF		
0068	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	132 LF		

County: CHATHAM

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0069	4102000000-N	904	SIGN ERECTION, TYPE E	10 EA		
0070	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	2 EA		
0071	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	210 SF		
0072	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	155 SF		
0073	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	110 SF		
0074	4430000000-N	1130	DRUMS	80 EA		
0075	4445000000-E	1145	BARRICADES (TYPE III)	140 LF		
0076	4455000000-N	1150	FLAGGER	20 DAY		
0077	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	7,203 LF		
0078	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,056 LF		
0079	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	96 LF		
0080	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	8 EA		
0081	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	27 EA		
0082	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	131 EA		
0083	5325600000-E	1510	6" WATER LINE	1,267 LF		
0084	5326000000-E	1510	10" WATER LINE	91 LF		
0085	5326200000-E	1510	12" WATER LINE	1,469 LF		

County: CHATHAM

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0086	5326600000-E	1510	16" WATER LINE	594 LF		
0087	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	8,790 LB		
0088	5540000000-E	1515	6" VALVE	5 EA		
0089	5558000000-E	1515	12" VALVE	4 EA		
0090	5558600000-E	1515	16" VALVE	2 EA		
0091	5590000000-E	1515	*** COMBINATION AIR VALVE (2")	2 EA		
0092	5666000000-N	1515	FIRE HYDRANT	3 EA		
0093	5672000000-N	1515	RELOCATE FIRE HYDRANT	1 EA		
0094	5673000000-E	1515	FIRE HYDRANT LEG	49 LF		
0095	5691000000-E	1520	*** SANITARY GRAVITY SEWER (15")	1,321 LF		
0096	5691600000-E	1520	16" SANITARY GRAVITY SEWER	80 LF		
0097	5709600000-E	1520	12" FORCE MAIN SEWER	773 LF		
0098	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	2,665 LB		
0099	5776000000-E	1525	5' DIA UTILITY MANHOLE	10 EA		
0100	5782000000-E	1525	UTILITY MANHOLE WALL 5' DIA	32 LF		
0101	5798000000-E	1530	ABANDON *** UTILITY PIPE (15")	186 LF		
0102	5802000000-E	1530	ABANDON 10" UTILITY PIPE	150 LF		

County: CHATHAM

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0103	5804000000-E	1530	ABANDON 12" UTILITY PIPE	843 LF		
0104	5810000000-E	1530	ABANDON 16" UTILITY PIPE	299 LF		
0105	5828000000-N	1530	REMOVE UTILITY MANHOLE	1 EA		
0106	5835900000-E	1540	20" ENCASEMENT PIPE	301 LF		
0107	5836200000-E	1540	30" ENCASEMENT PIPE	287 LF		
0108	5882000000-N	SP	GENERIC UTILITY ITEM 10" TOWER BLOW OFF	1 EA		
0109	5888000000-E	SP	GENERIC UTILITY ITEM 4" PVC CASING	324 LF		
0110	6000000000-E	1605	TEMPORARY SILT FENCE	3,380 LF		
0111	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	210 TON		
0112	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	440 TON		
0113	6012000000-E	1610	SEDIMENT CONTROL STONE	585 TON		
0114	6015000000-E	1615	TEMPORARY MULCHING	5 ACR		
0115	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	300 LB		
0116	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	1.5 TON		
0117	6024000000-E	1622	TEMPORARY SLOPE DRAINS	585 LF		
0118	6029000000-E	SP	SAFETY FENCE	120 LF		
0119	6030000000-E	1630	SILT EXCAVATION	1,460 CY		

County: CHATHAM

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0120	6036000000-E	1631	MATTING FOR EROSION CONTROL	9,500 SY		
0121	6042000000-E	1632	1/4" HARDWARE CLOTH	1,600 LF		
0122	6071002000-E	1642	FLOCCULANT	80 LB		
0123	6071030000-E	1640	COIR FIBER BAFFLE	295 LF		
0124	6084000000-E	1660	SEEDING & MULCHING	5.2 ACR		
0125	6087000000-E	1660	MOWING	2.6 ACR		
0126	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB		
0127	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON		
0128	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	125 LB		
0129	6108000000-E	1665	FERTILIZER TOPDRESSING	3.75 TON		
0130	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0131	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	15 EA		
0132	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	2 EA		

1254/Mar04/Q83036.499/D471461932000/E132

Total Amount Of Bid For Entire Project :

Vendor 1 of 6: FSC II LLC DBA FRED SMITH COMPANY (5072)
Call Order 008 (Proposal: C204922)

Bid Information

Proposal County: CHATHAM	Bid Checksum: 9B3B363CDB
Vendor Address: 701 CORPORATE CENTER DRIVE STE 101 RALEIGH, NC, 27607	Bid Total: \$5,082,805.00
Signature Check: Thomas Tyree Johnson Jr.	Items Total: \$5,082,805.00
Time Bid Received: April 16, 2024 01:28 PM	Time Total: \$0.00
Amendment Count: 0	

Bidding Errors:

None.

Vendor 1 of 6: FSC II LLC DBA FRED SMITH COMPANY (5072)
Call Order 008 (Proposal: C204922)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC0411967060	Agency Execution Date: 04/11/2024 02:42:14 PM
Paid by Check: No	Surety Name: Surety2000
Bond Percent: 5%	Bond Agency Name: Western Surety Company

DBE Load Information

Letting ID: L240416

Letting Date: 04/16/2024

Call Order: 008

Contract ID: C204922

Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDEDSTATE FUNDED

Bid Total: \$5,082,805.00

DBE Goal: 6.00% (\$304,968.30)

Vendor ID: 5072

Vendor Name: FSC II, LLC dba Fred Smith Company

DBE Entered: 6.98% (\$354,571.00)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
12291	CERTIFIED CONCRETE CONSTRUCTION INC	False	P.O. Box 91298 RALEIGH, NC 27675	SubContractor	262,212.00
8851	EDDIE M GUTIERREZ DBA QUALITY TURF	False	P.O. Box 848 HAW RIVER, NC 27258	SubContractor	53,300.00
3346	LINEBERRY INC	False	P.O. Box 307 CLIMAX, NC 27233	SubContractor	39,059.00

Letting: L240416
04/16/2024 02:00:00 PM

North Carolina Department of Transportation
5072 - FSC II, LLC dba Fred Smith Company

Contract ID: C204922
Call: 008

BondID: SNC0411967060
Surety Registry Agency: Surety2000
Verified?: 1
Surety Agency: Western Surety Company
Bond Execution Date: 04/11/2024 02:42:14 PM

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$254,000.0000	\$254,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$60,000.0000	\$60,000.00
0003	0043000000-N GRADING	1.000	LS	\$1,200,000.0000	\$1,200,000.00
0004	0050000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000	ACR	\$1.0000	\$1.00
0005	0057000000-E UNDERCUT EXCAVATION	575.000	CY	\$30.0000	\$17,250.00
0006	0134000000-E DRAINAGE DITCH EXCAVATION	210.000	CY	\$18.0000	\$3,780.00
0007	0141000000-E BERM DITCH CONSTRUCTION	300.000	LF	\$6.5000	\$1,950.00
0008	0195000000-E SELECT GRANULAR MATERIAL	400.000	CY	\$20.0000	\$8,000.00
0009	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	400.000	SY	\$5.0000	\$2,000.00
0010	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	396.000	TON	\$20.0000	\$7,920.00
0011	0321000000-E FOUNDATION CONDITIONING GEOTEXTILE	1083.000	SY	\$3.0000	\$3,249.00
0012	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	2188.000	LF	\$80.0000	\$175,040.00
0013	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	396.000	LF	\$95.0000	\$37,620.00
0014	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	160.000	LF	\$150.0000	\$24,000.00
0015	0449000000-E **" RC PIPE CULVERTS, CLASS V (24")	116.000	LF	\$128.0000	\$14,848.00
0016	0449000000-E **" RC PIPE CULVERTS, CLASS V (30")	192.000	LF	\$180.0000	\$34,560.00
0017	0582000000-E 15" CS PIPE CULVERTS, 0.064" THICK	48.000	LF	\$71.0000	\$3,408.00
0018	0600000000-E 30" CS PIPE CULVERTS, 0.079" THICK	12.000	LF	\$245.0000	\$2,940.00
0019	0636000000-E **" CS PIPE ELBOWS, ***** THICK (15", 0.064")	2.000	EA	\$600.0000	\$1,200.00
0020	0636000000-E **" CS PIPE ELBOWS, ***** THICK (30", 0.079")	2.000	EA	\$1,000.0000	\$2,000.00
0021	0995000000-E PIPE REMOVAL	139.000	LF	\$40.0000	\$5,560.00
0022	1099500000-E SHALLOW UNDERCUT	1200.000	CY	\$47.0000	\$56,400.00
0023	1099700000-E CLASS IV SUBGRADE STABILIZATION	2580.000	TON	\$28.0000	\$72,240.00

0024	1112000000-E	5730.000 SY	\$3.0000	\$17,190.00
	GEOTEXTILE FOR SUBGRADE STABILIZATION			
0025	1121000000-E	1080.000 TON	\$34.0000	\$36,720.00
	AGGREGATE BASE COURSE			
0026	1220000000-E	100.000 TON	\$60.0000	\$6,000.00
	INCIDENTAL STONE BASE			
0027	1297000000-E	680.000 SY	\$15.0000	\$10,200.00
	MILLING ASPHALT PAVEMENT, ***" DEPTH (1-1/2")			
0028	1330000000-E	400.000 SY	\$15.0000	\$6,000.00
	INCIDENTAL MILLING			
0029	1491000000-E	2250.000 TON	\$72.0000	\$162,000.00
	ASPHALT CONC BASE COURSE, TYPE B25.0C			
0030	1503000000-E	1680.000 TON	\$69.0000	\$115,920.00
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C			
0031	1519000000-E	2120.000 TON	\$87.0000	\$184,440.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5B			
0032	1575000000-E	310.000 TON	\$640.0000	\$198,400.00
	ASPHALT BINDER FOR PLANT MIX			
0033	1693000000-E	200.000 TON	\$150.0000	\$30,000.00
	ASPHALT PLANT MIX, PAVEMENT REPAIR			
0034	2000000000-N	14.000 EA	\$450.0000	\$6,300.00
	RIGHT-OF-WAY MARKERS			
0035	2020000000-N	12.000 EA	\$450.0000	\$5,400.00
	CONTROL-OF-ACCESS MARKERS			
0036	2022000000-E	44.800 CY	\$20.0000	\$896.00
	SUBDRAIN EXCAVATION			
0037	2026000000-E	200.000 SY	\$7.0000	\$1,400.00
	GEOTEXTILE FOR SUBSURFACE DRAINS			
0038	2036000000-E	33.600 CY	\$50.0000	\$1,680.00
	SUBDRAIN COARSE AGGREGATE			
0039	2044000000-E	200.000 LF	\$8.0000	\$1,600.00
	6" PERFORATED SUBDRAIN PIPE			
0040	2070000000-N	1.000 EA	\$400.0000	\$400.00
	SUBDRAIN PIPE OUTLET			
0041	2077000000-E	6.000 LF	\$35.0000	\$210.00
	6" OUTLET PIPE			
0042	2253000000-E	0.399 CY	\$6,000.0000	\$2,394.00
	PIPE COLLARS			
0043	2275000000-E	35.000 CY	\$300.0000	\$10,500.00
	FLOWABLE FILL			
0044	2286000000-N	42.000 EA	\$4,500.0000	\$189,000.00
	MASONRY DRAINAGE STRUCTURES			
0045	2308000000-E	43.400 LF	\$700.0000	\$30,380.00
	MASONRY DRAINAGE STRUCTURES			
0046	2366000000-N	4.000 EA	\$1,250.0000	\$5,000.00
	FRAME WITH TWO GRATES, STD 840.24			
0047	2374000000-N	4.000 EA	\$1,300.0000	\$5,200.00
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)			
0048	2374000000-N	20.000 EA	\$1,350.0000	\$27,000.00

FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)				
0049	2374000000-N	10.000 EA	\$1,350.0000	\$13,500.00
FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)				
0050	2396000000-N	2.000 EA	\$1,000.0000	\$2,000.00
FRAME WITH COVER, STD 840.54				
0051	2407000000-N	2.000 EA	\$3,500.0000	\$7,000.00
STEEL FRAME WITH TWO GRATES, STD 840.37				
0052	2440000000-N	12.000 EA	\$2,000.0000	\$24,000.00
CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN				
0053	2451000000-N	2.000 EA	\$2,000.0000	\$4,000.00
CONCRETE TRANSITIONAL SECTION FOR DROP INLET				
0054	2542000000-E	2150.000 LF	\$19.9500	\$42,892.50
1'-6" CONCRETE CURB & GUTTER				
0055	2549000000-E	4970.000 LF	\$24.7500	\$123,007.50
2'-6" CONCRETE CURB & GUTTER				
0056	2605000000-N	12.000 EA	\$2,985.0000	\$35,820.00
CONCRETE CURB RAMPS				
0057	2619000000-E	11.000 SY	\$255.0000	\$2,805.00
4" CONCRETE PAVED DITCH				
0058	2655000000-E	380.000 SY	\$88.6500	\$33,687.00
5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)				
0059	2815000000-N	1.000 EA	\$883.0000	\$883.00
ADJUSTMENT OF DROP INLETS				
0060	2995000000-N	1.000 EA	\$5,130.0000	\$5,130.00
GENERIC DRAINAGE ITEM CONVERT EXISTING CATCH BASIN TO TRAFFIC BEARING JUNCTION BOX				
0061	3500000000-E	960.000 LF	\$5.2000	\$4,992.00
WOVEN WIRE FENCE, *** FABRIC (47")				
0062	3509000000-E	64.000 EA	\$42.0000	\$2,688.00
4" TIMBER FENCE POSTS, 7'-6" LONG				
0063	3515000000-E	10.000 EA	\$48.0000	\$480.00
5" TIMBER FENCE POSTS, 8'-0" LONG				
0064	3628000000-E	120.000 TON	\$72.0000	\$8,640.00
RIP RAP, CLASS I				
0065	3649000000-E	130.000 TON	\$70.0000	\$9,100.00
RIP RAP, CLASS B				
0066	3656000000-E	800.000 SY	\$3.0000	\$2,400.00
GEOTEXTILE FOR DRAINAGE				
0067	4025000000-E	81.000 SF	\$16.7500	\$1,356.75
CONTRACTOR FURNISHED, TYPE *** SIGN (E)				
0068	4072000000-E	132.000 LF	\$7.0000	\$924.00
SUPPORTS, 3-LB STEEL U-CHANNEL				
0069	4102000000-N	10.000 EA	\$95.0000	\$950.00
SIGN ERECTION, TYPE E				
0070	4155000000-N	2.000 EA	\$20.0000	\$40.00
DISPOSAL OF SIGN SYSTEM, U-CHANNEL				
0071	4400000000-E	210.000 SF	\$8.0000	\$1,680.00
WORK ZONE SIGNS (STATIONARY)				
0072	4405000000-E	155.000 SF	\$20.0000	\$3,100.00

WORK ZONE SIGNS (PORTABLE)					
0073	4410000000-E	110.000	SF	\$7.7500	\$852.50
WORK ZONE SIGNS (BARRICADE MOUNTED)					
0074	4430000000-N	80.000	EA	\$28.0000	\$2,240.00
DRUMS					
0075	4445000000-E	140.000	LF	\$31.0000	\$4,340.00
BARRICADES (TYPE III)					
0076	4455000000-N	20.000	DAY	\$900.0000	\$18,000.00
FLAGGER					
0077	4685000000-E	7203.000	LF	\$1.5000	\$10,804.50
THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)					
0078	4695000000-E	1056.000	LF	\$2.0000	\$2,112.00
THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)					
0079	4709000000-E	96.000	LF	\$11.0000	\$1,056.00
THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)					
0080	4720000000-E	8.000	EA	\$90.0000	\$720.00
THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)					
0081	4725000000-E	27.000	EA	\$125.0000	\$3,375.00
THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)					
0082	4900000000-N	131.000	EA	\$8.0000	\$1,048.00
PERMANENT RAISED PAVEMENT MARKERS					
0083	5325600000-E	1267.000	LF	\$100.0000	\$126,700.00
6" WATER LINE					
0084	5326000000-E	91.000	LF	\$360.0000	\$32,760.00
10" WATER LINE					
0085	5326200000-E	1469.000	LF	\$150.0000	\$220,350.00
12" WATER LINE					
0086	5326600000-E	594.000	LF	\$260.0000	\$154,440.00
16" WATER LINE					
0087	5329000000-E	8790.000	LB	\$10.5000	\$92,295.00
DUCTILE IRON WATER PIPE FITTINGS					
0088	5540000000-E	5.000	EA	\$2,500.0000	\$12,500.00
6" VALVE					
0089	5558000000-E	4.000	EA	\$5,800.0000	\$23,200.00
12" VALVE					
0090	5558600000-E	2.000	EA	\$14,750.0000	\$29,500.00
16" VALVE					
0091	5590000000-E	2.000	EA	\$10,250.0000	\$20,500.00
**" COMBINATION AIR VALVE (2")					
0092	5666000000-N	3.000	EA	\$8,000.0000	\$24,000.00
FIRE HYDRANT					
0093	5672000000-N	1.000	EA	\$3,250.0000	\$3,250.00
RELOCATE FIRE HYDRANT					
0094	5673000000-E	49.000	LF	\$120.0000	\$5,880.00
FIRE HYDRANT LEG					
0095	5691000000-E	1321.000	LF	\$125.0000	\$165,125.00
**" SANITARY GRAVITY SEWER (15")					
0096	5691600000-E	80.000	LF	\$200.0000	\$16,000.00
16" SANITARY GRAVITY SEWER					

0097	5709600000-E	773.000	LF	\$220.0000	\$170,060.00
	12" FORCE MAIN SEWER				
0098	5769000000-E	2665.000	LB	\$14.0000	\$37,310.00
	DUCTILE IRON SEWER PIPE FITTINGS				
0099	5776000000-E	10.000	EA	\$8,900.0000	\$89,000.00
	5' DIA UTILITY MANHOLE				
0100	5782000000-E	32.000	LF	\$1,175.0000	\$37,600.00
	UTILITY MANHOLE WALL 5' DIA				
0101	5798000000-E	186.000	LF	\$40.0000	\$7,440.00
	ABANDON *** UTILITY PIPE (15")				
0102	5802000000-E	150.000	LF	\$23.0000	\$3,450.00
	ABANDON 10" UTILITY PIPE				
0103	5804000000-E	843.000	LF	\$20.0000	\$16,860.00
	ABANDON 12" UTILITY PIPE				
0104	5810000000-E	299.000	LF	\$30.0000	\$8,970.00
	ABANDON 16" UTILITY PIPE				
0105	5828000000-N	1.000	EA	\$3,100.0000	\$3,100.00
	REMOVE UTILITY MANHOLE				
0106	5835900000-E	301.000	LF	\$275.0000	\$82,775.00
	20" ENCASEMENT PIPE				
0107	5836200000-E	287.000	LF	\$375.0000	\$107,625.00
	30" ENCASEMENT PIPE				
0108	5882000000-N	1.000	EA	\$25,000.0000	\$25,000.00
	GENERIC UTILITY ITEM 10" TOWER BLOW OFF				
0109	5888000000-E	324.000	LF	\$55.0000	\$17,820.00
	GENERIC UTILITY ITEM 4" PVC CASING				
0110	6000000000-E	3380.000	LF	\$2.9500	\$9,971.00
	TEMPORARY SILT FENCE				
0111	6006000000-E	210.000	TON	\$60.0000	\$12,600.00
	STONE FOR EROSION CONTROL, CLASS A				
0112	6009000000-E	440.000	TON	\$35.0000	\$15,400.00
	STONE FOR EROSION CONTROL, CLASS B				
0113	6012000000-E	585.000	TON	\$30.0000	\$17,550.00
	SEDIMENT CONTROL STONE				
0114	6015000000-E	5.000	ACR	\$1,300.0000	\$6,500.00
	TEMPORARY MULCHING				
0115	6018000000-E	300.000	LB	\$3.0000	\$900.00
	SEED FOR TEMPORARY SEEDING				
0116	6021000000-E	1.500	TON	\$1,000.0000	\$1,500.00
	FERTILIZER FOR TEMPORARY SEEDING				
0117	6024000000-E	585.000	LF	\$10.0000	\$5,850.00
	TEMPORARY SLOPE DRAINS				
0118	6029000000-E	120.000	LF	\$2.6500	\$318.00
	SAFETY FENCE				
0119	6030000000-E	1460.000	CY	\$5.0000	\$7,300.00
	SILT EXCAVATION				
0120	6036000000-E	9500.000	SY	\$1.4000	\$13,300.00
	MATTING FOR EROSION CONTROL				
0121	6042000000-E	1600.000	LF	\$5.0000	\$8,000.00

1/4" HARDWARE CLOTH

0122	6071002000-E FLOCCULANT	80.000 LB	\$10.5000	\$840.00
0123	6071030000-E COIR FIBER BAFFLE	295.000 LF	\$8.7500	\$2,581.25
0124	6084000000-E SEEDING & MULCHING	5.200 ACR	\$2,975.0000	\$15,470.00
0125	6087000000-E MOWING	2.600 ACR	\$200.0000	\$520.00
0126	6090000000-E SEED FOR REPAIR SEEDING	50.000 LB	\$11.0000	\$550.00
0127	6093000000-E FERTILIZER FOR REPAIR SEEDING	0.250 TON	\$1,800.0000	\$450.00
0128	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	125.000 LB	\$8.0000	\$1,000.00
0129	6108000000-E FERTILIZER TOPDRESSING	3.750 TON	\$1,100.0000	\$4,125.00
0130	6114500000-N SPECIALIZED HAND MOWING	10.000 MHR	\$125.0000	\$1,250.00
0131	6117000000-N RESPONSE FOR EROSION CONTROL	15.000 EA	\$100.0000	\$1,500.00
0132	6117500000-N CONCRETE WASHOUT STRUCTURE	2.000 EA	\$2,000.0000	\$4,000.00

Section 0001 Total \$5,082,805.00

Item Total \$5,082,805.00

ELECTRONIC BID SUBMISSION

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

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NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier

covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal- Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

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

7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

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

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

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

EXPLANATION:

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Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects? **Yes** **No**

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated

that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

DBE List Summary

Project: STATE FUNDED
Bid Total: 5,082,805.00

Bidder ID: 5072
Business Name: FSC II, LLC dba Fred Smith
Company

Goal: 6.00% (304,968.30)
Total Entered: 6.98% (354,571.00)

ID	Name	Is Supplier?	Item Count	Amount	Is Complete?
12291	CERTIFIED CONCRETE CONSTRUCTION INC	False	8	262,212.00	True
8851	EDDIE M GUTIERREZ DBA QUALITY TURF	False	3	53,300.00	True
3346	LINEBERRY INC	False	4	39,059.00	True

Name: CERTIFIED CONCRETE CONSTRUCTION INC ID: 12291

Address: P.O. Box 91298 RALEIGH, NC 27675

Used As: SubContractor DBE Items Total:\$262,212.00

Items for CERTIFIED CONCRETE CONSTRUCTION INC

0001 ROADWAY ITEMS				
0001	0000100000-N MOBILIZATION	1.000 LS	\$3,000.0000	\$3,000.00
0052	2440000000-N CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	12.000 EA	\$1,500.0000	\$18,000.00
0053	2451000000-N CONCRETE TRANSITIONAL SECTION FOR DROP INLET	2.000 EA	\$1,500.0000	\$3,000.00
0054	2542000000-E 1'-6" CONCRETE CURB & GUTTER	2150.000 LF	\$19.9500	\$42,892.50
0055	2549000000-E 2'-6" CONCRETE CURB & GUTTER	4970.000 LF	\$24.7500	\$123,007.50
0056	2605000000-N CONCRETE CURB RAMPS	12.000 EA	\$2,985.0000	\$35,820.00
0057	2619000000-E 4" CONCRETE PAVED DITCH	11.000 SY	\$255.0000	\$2,805.00
0058	2655000000-E 5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	380.000 SY	\$88.6500	\$33,687.00
Section 0001 Total				\$262,212.00
Item Total				\$262,212.00

Name: EDDIE M GUTIERREZ DBA QUALITY TURF ID: 8851

Address: P.O. Box 848 HAW RIVER, NC 27258

Used As: SubContractor DBE Items Total:\$53,300.00

Items for EDDIE M GUTIERREZ DBA QUALITY TURF

0001				
	ROADWAY ITEMS			
0029	1491000000-E	1700 TON	\$14.0000	\$23,800.00
	ASPHALT CONC BASE COURSE, TYPE B25.0C			
0030	1503000000-E	1000 TON	\$13.0000	\$13,000.00
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C			
0031	1519000000-E	1100 TON	\$15.0000	\$16,500.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5B			
Section 0001 Total				\$53,300.00
Item Total				\$53,300.00

Name: LINEBERRY INC ID: 3346

Address: P.O. Box 307 CLIMAX, NC 27233

Used As: SubContractor DBE Items Total:\$39,059.00

Items for LINEBERRY INC

0001					
	ROADWAY ITEMS				
0110	6000000000-E	3380.000	LF	\$2.9500	\$9,971.00
	TEMPORARY SILT FENCE				
0118	6029000000-E	120.000	LF	\$2.6500	\$318.00
	SAFETY FENCE				
0120	6036000000-E	9500.000	SY	\$1.4000	\$13,300.00
	MATTING FOR EROSION CONTROL				
0124	6084000000-E	5.200	ACR	\$2,975.0000	\$15,470.00
	SEEDING & MULCHING				
Section 0001 Total					\$39,059.00
Item Total					\$39,059.00

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Attachments

Failure to complete and attach the Fuel Usage Factor Adjustment Form will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB.

Verify

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	LUMP SUM	254,000.00	254,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	LUMP SUM	60,000.00	60,000.00
0003	0043000000-N	226	GRADING	LUMP SUM	1,200,000.00	1,200,000.00
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR	1.00	1.00
0005	0057000000-E	226	UNDERCUT EXCAVATION	575 CY	30.00	17,250.00
0006	0134000000-E	240	DRAINAGE DITCH EXCAVATION	210 CY	18.00	3,780.00
0007	0141000000-E	240	BERM DITCH CONSTRUCTION	300 LF	6.50	1,950.00
0008	0195000000-E	265	SELECT GRANULAR MATERIAL	400 CY	20.00	8,000.00
0009	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	400 SY	5.00	2,000.00
0010	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	396 TON	20.00	7,920.00
0011	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	1,083 SY	3.00	3,249.00
0012	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,188 LF	80.00	175,040.00
0013	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	396 LF	95.00	37,620.00
0014	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	160 LF	150.00	24,000.00
0015	0449000000-E	310	*** RC PIPE CULVERTS, CLASS V (24")	116 LF	128.00	14,848.00
0016	0449000000-E	310	*** RC PIPE CULVERTS, CLASS V (30")	192 LF	180.00	34,560.00
0017	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	48 LF	71.00	3,408.00
0018	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	12 LF	245.00	2,940.00
0019	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	2 EA	600.00	1,200.00
0020	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (30", 0.079")	2 EA	1,000.00	2,000.00
0021	0995000000-E	340	PIPE REMOVAL	139 LF	40.00	5,560.00
0022	1099500000-E	505	SHALLOW UNDERCUT	1,200 CY	47.00	56,400.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0023	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	2,580 TON	28.00	72,240.00
0024	1112000000-E	505	GEOTEXTILE FOR SUBGRADE STABILIZATION	5,730 SY	3.00	17,190.00
0025	1121000000-E	520	AGGREGATE BASE COURSE	1,080 TON	34.00	36,720.00
0026	1220000000-E	545	INCIDENTAL STONE BASE	100 TON	60.00	6,000.00
0027	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	680 SY	15.00	10,200.00
0028	1330000000-E	607	INCIDENTAL MILLING	400 SY	15.00	6,000.00
0029	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	2,250 TON	72.00	162,000.00
0030	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1,680 TON	69.00	115,920.00
0031	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,120 TON	87.00	184,440.00
0032	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	310 TON	640.00	198,400.00
0033	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	200 TON	150.00	30,000.00
0034	2000000000-N	806	RIGHT-OF-WAY MARKERS	14 EA	450.00	6,300.00
0035	2020000000-N	806	CONTROL-OF-ACCESS MARKERS	12 EA	450.00	5,400.00
0036	2022000000-E	815	SUBDRAIN EXCAVATION	44.8 CY	20.00	896.00
0037	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200 SY	7.00	1,400.00
0038	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	33.6 CY	50.00	1,680.00
0039	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF	8.00	1,600.00
0040	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA	400.00	400.00
0041	2077000000-E	815	6" OUTLET PIPE	6 LF	35.00	210.00
0042	2253000000-E	840	PIPE COLLARS	0.4 CY	6,000.00	2,394.00
0043	2275000000-E	SP	FLOWABLE FILL	35 CY	300.00	10,500.00
0044	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	42 EA	4,500.00	189,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0045	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	43.4 LF	700.00	30,380.00
0046	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	4 EA	1,250.00	5,000.00
0047	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	4 EA	1,300.00	5,200.00
0048	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	20 EA	1,350.00	27,000.00
0049	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	10 EA	1,350.00	13,500.00
0050	2396000000-N	840	FRAME WITH COVER, STD 840.54	2 EA	1,000.00	2,000.00
0051	2407000000-N	840	STEEL FRAME WITH TWO GRATES, STD 840.37	2 EA	3,500.00	7,000.00
0052	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	12 EA	2,000.00	24,000.00
0053	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	2 EA	2,000.00	4,000.00
0054	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	2,150 LF	19.95	42,892.50
0055	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	4,970 LF	24.75	123,007.50
0056	2605000000-N	848	CONCRETE CURB RAMPS	12 EA	2,985.00	35,820.00
0057	2619000000-E	850	4" CONCRETE PAVED DITCH	11 SY	255.00	2,805.00
0058	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	380 SY	88.65	33,687.00
0059	2815000000-N	858	ADJUSTMENT OF DROP INLETS	1 EA	883.00	883.00
0060	2995000000-N	SP	GENERIC DRAINAGE ITEM CONVERT EXISTING CATCH BASIN TO TRAFFIC BEARING JUNCTION BOX	1 EA	5,130.00	5,130.00
0061	3500000000-E	866	WOVEN WIRE FENCE, **** FABRIC (47")	960 LF	5.20	4,992.00
0062	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	64 EA	42.00	2,688.00
0063	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	10 EA	48.00	480.00
0064	3628000000-E	876	RIP RAP, CLASS I	120 TON	72.00	8,640.00
0065	3649000000-E	876	RIP RAP, CLASS B	130 TON	70.00	9,100.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0066	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	800 SY	3.00	2,400.00
0067	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	81 SF	16.75	1,356.75
0068	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	132 LF	7.00	924.00
0069	4102000000-N	904	SIGN ERECTION, TYPE E	10 EA	95.00	950.00
0070	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	2 EA	20.00	40.00
0071	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	210 SF	8.00	1,680.00
0072	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	155 SF	20.00	3,100.00
0073	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	110 SF	7.75	852.50
0074	4430000000-N	1130	DRUMS	80 EA	28.00	2,240.00
0075	4445000000-E	1145	BARRICADES (TYPE III)	140 LF	31.00	4,340.00
0076	4455000000-N	1150	FLAGGER	20 DAY	900.00	18,000.00
0077	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	7,203 LF	1.50	10,804.50
0078	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,056 LF	2.00	2,112.00
0079	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	96 LF	11.00	1,056.00
0080	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	8 EA	90.00	720.00
0081	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	27 EA	125.00	3,375.00
0082	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	131 EA	8.00	1,048.00
0083	5325600000-E	1510	6" WATER LINE	1,267 LF	100.00	126,700.00
0084	5326000000-E	1510	10" WATER LINE	91 LF	360.00	32,760.00
0085	5326200000-E	1510	12" WATER LINE	1,469 LF	150.00	220,350.00
0086	5326600000-E	1510	16" WATER LINE	594 LF	260.00	154,440.00
0087	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	8,790 LB	10.50	92,295.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0088	5540000000-E	1515	6" VALVE	5 EA	2,500.00	12,500.00
0089	5558000000-E	1515	12" VALVE	4 EA	5,800.00	23,200.00
0090	5558600000-E	1515	16" VALVE	2 EA	14,750.00	29,500.00
0091	5590000000-E	1515	**** COMBINATION AIR VALVE (2")	2 EA	10,250.00	20,500.00
0092	5666000000-N	1515	FIRE HYDRANT	3 EA	8,000.00	24,000.00
0093	5672000000-N	1515	RELOCATE FIRE HYDRANT	1 EA	3,250.00	3,250.00
0094	5673000000-E	1515	FIRE HYDRANT LEG	49 LF	120.00	5,880.00
0095	5691000000-E	1520	**** SANITARY GRAVITY SEWER (15")	1,321 LF	125.00	165,125.00
0096	5691600000-E	1520	16" SANITARY GRAVITY SEWER	80 LF	200.00	16,000.00
0097	5709600000-E	1520	12" FORCE MAIN SEWER	773 LF	220.00	170,060.00
0098	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	2,665 LB	14.00	37,310.00
0099	5776000000-E	1525	5' DIA UTILITY MANHOLE	10 EA	8,900.00	89,000.00
0100	5782000000-E	1525	UTILITY MANHOLE WALL 5' DIA	32 LF	1,175.00	37,600.00
0101	5798000000-E	1530	ABANDON **** UTILITY PIPE (15")	186 LF	40.00	7,440.00
0102	5802000000-E	1530	ABANDON 10" UTILITY PIPE	150 LF	23.00	3,450.00
0103	5804000000-E	1530	ABANDON 12" UTILITY PIPE	843 LF	20.00	16,860.00
0104	5810000000-E	1530	ABANDON 16" UTILITY PIPE	299 LF	30.00	8,970.00
0105	5828000000-N	1530	REMOVE UTILITY MANHOLE	1 EA	3,100.00	3,100.00
0106	5835900000-E	1540	20" ENCASEMENT PIPE	301 LF	275.00	82,775.00
0107	5836200000-E	1540	30" ENCASEMENT PIPE	287 LF	375.00	107,625.00
0108	5882000000-N	SP	GENERIC UTILITY ITEM 10" TOWER BLOW OFF	1 EA	25,000.00	25,000.00
0109	5888000000-E	SP	GENERIC UTILITY ITEM 4" PVC CASING	324 LF	55.00	17,820.00
0110	6000000000-E	1605	TEMPORARY SILT FENCE	3,380 LF	2.95	9,971.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0111	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	210 TON	60.00	12,600.00
0112	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	440 TON	35.00	15,400.00
0113	6012000000-E	1610	SEDIMENT CONTROL STONE	585 TON	30.00	17,550.00
0114	6015000000-E	1615	TEMPORARY MULCHING	5 ACR	1,300.00	6,500.00
0115	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	300 LB	3.00	900.00
0116	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	1.5 TON	1,000.00	1,500.00
0117	6024000000-E	1622	TEMPORARY SLOPE DRAINS	585 LF	10.00	5,850.00
0118	6029000000-E	SP	SAFETY FENCE	120 LF	2.65	318.00
0119	6030000000-E	1630	SILT EXCAVATION	1,460 CY	5.00	7,300.00
0120	6036000000-E	1631	MATTING FOR EROSION CONTROL	9,500 SY	1.40	13,300.00
0121	6042000000-E	1632	1/4" HARDWARE CLOTH	1,600 LF	5.00	8,000.00
0122	6071002000-E	1642	FLOCCULANT	80 LB	10.50	840.00
0123	6071030000-E	1640	COIR FIBER BAFFLE	295 LF	8.75	2,581.25
0124	6084000000-E	1660	SEEDING & MULCHING	5.2 ACR	2,975.00	15,470.00
0125	6087000000-E	1660	MOWING	2.6 ACR	200.00	520.00
0126	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB	11.00	550.00
0127	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	1,800.00	450.00
0128	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	125 LB	8.00	1,000.00
0129	6108000000-E	1665	FERTILIZER TOPDRESSING	3.75 TON	1,100.00	4,125.00
0130	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	125.00	1,250.00
0131	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	15 EA	100.00	1,500.00
0132	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	2 EA	2,000.00	4,000.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$5,082,805.00

1421/Apr24/Q83036.499/D471461932000/E132

Contract No. C204922
County Chatham

Rev. 1-16-18

**EXECUTION OF CONTRACT
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

LIMITED LIABILITY COMPANY

The Contractor declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own 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

FSC II, LLC dba Fred Smith Company

Full Name of Firm

701 Corporate Center Drive, Suite 101, Raleigh, NC 27607

Address as Prequalified



Signature of Witness

Carl E. Collie

Print or type Signer's name



Signature of ~~Member~~ Manager / Authorized Agent
Select appropriate title

Jason M. Williams

Print or type Signer's Name

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

Contract No. **C204922**

County (ies): **Chatham**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Ronald E. Davenport, Jr.
52C46046381F443...
_____ Contract Officer

05/08/2024
_____ Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:
Miranda Hally
5EC16D0BA2F8434...
_____ Attorney General

05/08/2024
_____ Date

Contract No.
County

C204922

Chatham

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution April 25, 2024

Name of Principal Contractor FSC II, LLC dba Fred Smith Company

Name of Surety: Western Surety Company and Liberty Mutual Insurance Company

Name of Contracting Body: **North Carolina Department of Transportation**
Raleigh, North Carolina

Amount of Bond: \$5,082,805.00

Contract ID No.: C204922

County Name: Chatham

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No.
County

C204922

Chatham

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Western Surety Company and Liberty Mutual Insurance Company

Print or type Surety Company Name



By **Renee Ellis**

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact



Signature of Witness

Abigail Foster

Print or type Signer's name

445 Dexter Avenue, Suite 5030, Montgomery, AL 36104

Address of Attorney-in-Fact

Contract No.
County

C204922

Chatham

Rev 5-17-11

CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

FSC II, LLC dba Fred Smith Company

Full name of Firm

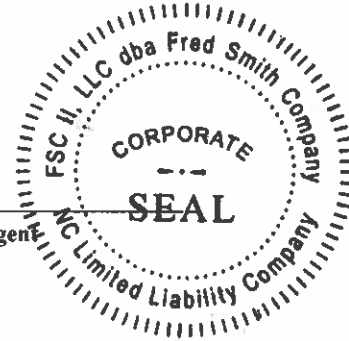
701 Corporate Center Drive, Suite 101, Raleigh, NC 27607

Address as prequalified

By:

Jason M. Williams

Signature of ~~Member, Manager~~, Authorized Agent
Select appropriate title



JASON M. WILLIAMS

Print or type Signer's name

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: April 25, 2024

Name of Principal Contractor: FSC II, LLC dba Fred Smith Company

Name of Surety: Western Surety Company and Liberty Mutual Insurance Company

Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina

Amount of Bond: \$5,082,805.00

Contract ID No.: C204922

County Name: Chatham

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No.
County

C204922

Chatham

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Western Surety Company and Liberty Mutual Insurance Company

Print or type Surety Company Name



By **Renee Ellis**

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact



Signature of Witness

Abigail Foster

Print or type Signer's name

445 Dexter Avenue, Suite 5030, Montgomery, AL 36104

Address of Attorney-in-Fact

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

FSC II, LLC dba Fred Smith Company

Full name of Firm

701 Corporate Center Drive, Suite 101, Raleigh, NC 27607

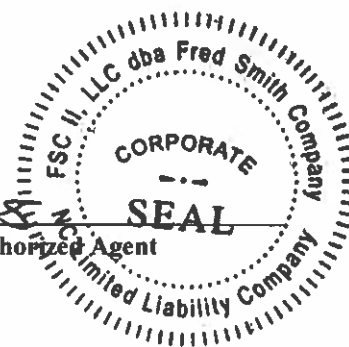
Address as prequalified

By:



Signature of ~~Member, Manager, Authorized Agent~~

Select appropriate title



Jason M. Williams

Print or type Signer's name

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Individually

of Montgomery, AL., its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of April, 2024.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

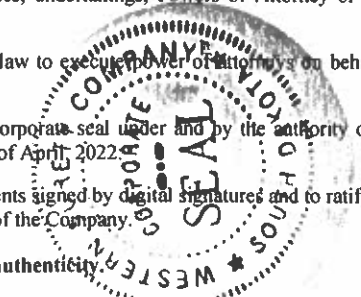
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of Attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022.

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.





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: 8206786-016010

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, Billie Jo Sanders; David J. Durden; Joshua Price; Milton A. Kopf; Paul B. Scott Jr.; Renee Ellis; Thomas J. Gentile

all of the city of Montgomery state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 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-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of April



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.