



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

July 05, 2024

**Addendum No. 1**

RE: Contract # C204865

WBS # 49624.3.1

STATE FUNDED

**Haywood County (HB-0004)**

BRIDGE #430243 OVER NC-215 (CHAMPION DRIVE) ON I-40.

**July 16, 2024 Letting**

To Whom It May Concern:

Reference is made to the plans and proposal furnished to you on this project.

The following revisions have been made to the Utility Construction plans.

Sheet No.	Revision
UC-3	Note 4 under Project Specific Notes has been removed
UC-4	Added pay items and call-outs for <i>Communication Cable (12-Fiber)</i> and <i>Remove Existing Communication Cable</i>
UC-5	Added pay items and call-outs for <i>Communication Cable (12-Fiber)</i> , <i>Remove Existing Communication Cable</i> , <i>Portable Trailer-Mounted CCTV Camera</i> and <i>ICM Portable Trailer-Mounted CCTV Camera</i>
UC-6	Added pay items and call-outs for <i>Communication Cable (12-Fiber)</i> and <i>Remove Existing Communication Cable</i>

Please void the above listed Sheets in your Plans and staple the revised Sheets thereto.

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
CONTRACT STANDARDS AND DEVELOPMENT  
1591 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1591

Telephone: (919) 707-6900  
Fax: (919) 250-4127  
Customer Service: 1-877-368-4968

Location:  
1020 BIRCH RIDGE DR.  
RALEIGH, NC 27610

Website: [www.ncdot.gov](http://www.ncdot.gov)

The following revisions have been made to the proposal.

<b>Page No.</b>	<b>Revision</b>
Proposal Cover	Note added that reads “Includes Addendum No. 1 Dated 07-05-2024”.
Table of Contents	Updated to reflect changes below.
G-6	The Project Special Provision entitled <b>SPECIALTY ITEMS</b> has been updated to reflect new pay items below.
G-19 thru G-49	The Project Special Provision entitled <b>MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE</b> has been revised. Please refer to DBE Regular Dealer/Distributor Affirmation Form found at this location: <a href="https://www.ncdot.gov/DBE/Forms/USDOT-Regular-Dealer-Distributor-Affirmation-Form.aspx">USDOT Regular Dealer/Distributor Affirmation Form (ncdot.gov)</a> to be completed by the prime bidder.
G-50 (New)	The Project Special Provision entitled <b>MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE</b> has been revised. Please refer to DBE Regular Dealer/Distributor Affirmation Form found at this location: <a href="https://www.ncdot.gov/DBE/Forms/USDOT-Regular-Dealer-Distributor-Affirmation-Form.aspx">USDOT Regular Dealer/Distributor Affirmation Form (ncdot.gov)</a> to be completed by the prime bidder.
TS-3 and TS-4 (New)	The Signals Unit Project Special Provision has been revised to reflect new pay items shown below

Please void the above listed existing Pages in your proposal and staple the revised Pages thereto. Staple New Page G-50 after revised G-49 in your proposal.

On the item sheets the following pay item revisions have been made:


<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Old Quantity</u></b>	<b><u>New Quantity</u></b>
0206-7516000000-E 1730	COMMUNICATIONS CABLE (12 FIBER)	NEW ITEM	4,492 LF
0207-7575160000-E 1734	REMOVE EXISTING COMMUNICATIONS CABLE	NEW ITEM	3,500 LF
0208-7980000000-N SP	ICM PORTABLE TRAILER-MOUNTED CCTV CAMERA	NEW ITEM	1 EA
0209-7980000000-N SP	PORTABLE TRAILER- MOUNTED CCTV CAMERA	NEW ITEM	1 EA

The Contractor’s bid must include these pay item revisions.

The electronic bidding file has been updated to reflect these revisions. Please download the Addendum File and follow the instructions for applying the addendum. Bid Express will not accept your bid unless the addendum has been applied.

The contract will be prepared accordingly.

Sincerely,

DocuSigned by:  
  
52C46046381F443...

Ronald E. Davenport, Jr., PE  
State Contract Officer

RED/cms, jjr  
Attachments

cc: Mr. Wiley W. Jones III, PE  
Ms. Wanda H. Payne, PE  
Mr. Ken Kennedy, PE  
Mr. Malcolm Bell

Mr. Forrest Dungan, PE  
Ms. Jaci Kincaid  
Mr. Jon Weathersbee, PE  
Project File (2)

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

PROPOSAL

**INCLUDES ADDENDUM No. 1 DATED 07-05-2024**

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

CONTRACT ID        C204865  
WBS                    49624.3.1

FEDERAL-AID NO.    STATE FUNDED  
COUNTY             HAYWOOD  
T.I.P NO.             HB-0004  
MILES                 0.813  
ROUTE NO.            I-40  
LOCATION               BRIDGE #430243 OVER NC-215 (CHAMPION DRIVE) ON I-40.

TYPE OF WORK        GRADING, DRAINAGE, PAVING, AND STRUCTURE

**NOTICE:**

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

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

**THIS IS A ROADWAY & STRUCTURE PROPOSAL**

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

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**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*).

<b>Line #</b>	<b>Description</b>
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84-86	Fencing
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**FUEL PRICE ADJUSTMENT:**

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

109-8

SP1 G43

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

The base index price for DIESEL #2 FUEL is \$ **2.5326** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

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

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:

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2025	(7/01/24 - 6/30/25)	<b>26%</b> of Total Amount Bid
2026	(7/01/25 - 6/30/26)	<b>35%</b> of Total Amount Bid
2027	(7/01/26 - 6/30/27)	<b>26%</b> of Total Amount Bid
2028	(7/01/27 - 6/30/28)	<b>13%</b> of Total Amount Bid

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

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 5-9-24)

102-15(J)

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

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

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

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

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

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

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

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

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

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



**Forms and Websites Referenced in this Provision**

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

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.  
<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>

*DBE Regular Dealer/Distributor Affirmation Form* – Form is used to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively of the cost of materials or supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 49 CFR 26.55 under the contract at issue. A Contractor will submit the completed form with the Letter of Intent.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form%20-%20USDOT%202024.pdf>

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

The Combined MBE/WBE Goal for this project is **4.0 %**.

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

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

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

(B) Women Business Enterprises **2.0 %**

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

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

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

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

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

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

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

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

#### **(A) Electronic Bids**

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

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

#### **(B) Paper Bids**

- (1) *If the Combined MBE/WBE Goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.

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

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

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

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

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

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

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

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE Goal, or if the form is incomplete (i.e. both signatures are not

present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE Goal. If the lack of this participation drops the commitment below the Combined MBE/WBE Goal, the Contractor shall submit evidence of good faith efforts for the goal, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 10:00 a.m. on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

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

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

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

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

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

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

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

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

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

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

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

for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the anticipated MBE participation. The same holds true for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does 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.

(F) Manufacturer, Regular Dealer, Distributor

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

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

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

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

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

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

**(B) MBE/WBE Utilization in Trucking**

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

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

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

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

### **MBE/WBE Replacement**

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

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

A committed MBE/WBE subcontractor may only be terminated or any portion of its work after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. Good cause does not exist if the Contractor seeks to terminate a MBE/WBE or any portion of its work that it relied upon to obtain the contract so that the Contractor can self-perform the work for which the MBE/WBE was engaged, or so that the Contractor can substitute another MBE/WBE or non- MBE/WBE contractor after contract award. For purposes of this section, good cause shall include the following circumstances:

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

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
  - (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:
    - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
    - (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
  - (3) A list of reasons why MBE/WBE quotes were not accepted.
  - (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement but not the overall goal.
    - (i) If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract. The Department may continue to count participation equal to the remaining work performed by the decertified firm which will count toward the contract goal requirement and overall goal.
    - (ii) If the MBE/WBE's ineligibility is caused solely by its acquisition by or merger with a non- MBE/WBE during the performance of the contract. The Department may not continue to count the portion of the decertified firm's performance on the contract remaining toward either the contract goal or the overall goal, even if the Contractor has executed a subcontract with the firm or the Department has executed a prime contract with the MBE/WBE that was later decertified.
  - (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).

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 B

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

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

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

1170-4

SP1 G121

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

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

**REMOVABLE PAVEMENT MARKINGS - (Partial Payments for Materials):**

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

1205-10

SP1 G124

When so authorized by the Engineer, partial materials payments will be made up to 95 percent of the delivered cost of pavement marking tape, provided that these materials have been delivered on or in the vicinity of the project, stored in an acceptable manner, not to exceed the shelf life recommended by the manufacturer, and further provided the documents listed in Subarticle 109-5(C) of the *Standard Specifications* have been furnished to the Engineer.

The Contractor shall be responsible for the material and the satisfactory performance of the material when used in the work.

The provisions of Article 109-6 of the *Standard Specifications* will not apply to removable pavement marking materials.

**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*.

HB-0002 (C204796) is located in proximity to this project. HB-0002 has been awarded and is anticipated to begin construction on July 8, 2024.

HB-0003 (Haywood County) is located in proximity to this project; HB-0003 is anticipated for a July 16, 2024 Letting.

I-5834B (C204701) is located within the project limits. I-5834B is currently under construction and not anticipated to be complete prior to the letting of this project.

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

**BID DOCUMENTATION:**

(1-1-02) (Rev.8-18-15)

103

SPI G142

**General**

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

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

**Terms**

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

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

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

**Escrow Agreement Information**

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

**Failure to Provide Bid Documentation**

The Bidder's failure to provide the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation within 10 days after the notice of award is received may be just cause for rescinding the award of the contract and may result in the removal of the Bidder from the Department's list of qualified bidders for a period of up to 180 days. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under the contract or otherwise, as the Department may decide.

**Submittal of Bid Documentation**

- (A) Appointment – Email specs@ncdot.gov or call 919.707.6900 to schedule an appointment.
- (B) Delivery - A representative of the Bidder shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within 10 days after the notice of award is received.
- (C) Packaging – The container shall be no larger than 15.5 inches in length by 12 inches wide by 11 inches high and shall be water resistant. The container shall be clearly marked on the face and the back of the container with the following information: Bid Documentation, Bidder's Name, Bidder's Address, Date of Escrow Submittal, Contract Number, TIP Number if applicable, and County.

**Affidavit**

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

**Verification**

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

**Confidentiality of Bid Documentation**

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

Any portion or portions of the bid documentation designated by the Bidder as a *trade secret* at the time the bid documentation is delivered to the Department's Contract Officer shall be protected from disclosure as provided by *G.S. 132-1.2*.

**Duration and Use**

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

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

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

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

**Release of Bid Documentation to the Contractor**

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

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

the certified letter, the Department will contact the Contractor to determine final dispersion of the bid documentation.

### **Payment**

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

### **TWELVE MONTH GUARANTEE:**

(7-15-03)

108

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)

SPI G150

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

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

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

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

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

105-16, 225-2, 16

SPI G180

**General**

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

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

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

**Roles and Responsibilities**

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project

within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:

- (1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
  - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
  - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
  - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
  - (d) Implement the erosion and sediment control/stormwater site plans requested.
  - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
  - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
  - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
  - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
  - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
  - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
  
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:



- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
  - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
  - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
  - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.

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

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

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

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

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

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

### **Preconstruction Meeting**

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

### **Ethical Responsibility**

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

### **Revocation or Suspension of Certification**

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

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

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

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

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

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

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

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

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

### **Measurement and Payment**

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

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

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

105-16, 230, 801

SPI 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.

**NOTES TO CONTRACTOR:**

The existing bridge and any culvert > 3 feet in manufactured diameter within the action area will be surveyed within 14 days of construction by the NCDOT Division Environmental Officer or staff member, to ensure absence of roosting bats. The U.S. Fish & Wildlife Service (Asheville Field Office) will be contacted immediately if bats are observed.

Temporary lighting used for night work shall be directed at the work area and not at the surrounding landscape.

No permanent lighting shall be added to the action area.

No blasting activities shall occur within the project area.

Project: HB-0004

TS-3

County: Haywood

PROJECT SPECIAL PROVISIONS

## Signals

**PORTABLE TRAILER-MOUNTED CCTV CAMERA**

Furnish and install Portable Trailer Mounter CCTV Camera as described below. Coordinate with Eric Lovedahl ([elovedahl@ncdot.gov](mailto:elovedahl@ncdot.gov)) or Steve Wyatt ([sfwyatt@ncdot.gov](mailto:sfwyatt@ncdot.gov)) for the portable trailer mounted CCTV Camera locations.

Refer to UC – 5 for location of portable trailer mounted CCTV Camera locations.

**A. Description**

While any existing CCTV camera on the project is out of service, provide a portable trailer-mounted CCTV camera for that location. Provide Integrated Corridor Management (ICM) portable trailer-mounted CCTV cameras to assist with traffic management for detour routes and other purposes, as directed by the Engineer.

**B. Materials**

Provide a trailer mounted, solar powered CCTV camera with wireless communications during the period any existing CCTV camera is out of service, in order to monitor traffic along I-40. Provide two trailer-mounted, solar powered CCTV camera with wireless communications during the period that the two existing CCTV cameras on I-40 will lose connectivity when the Pond Rd. existing CCTV camera is re-spliced.

Provide ICM trailer-mounted, solar powered CCTV cameras with wireless communications to assist with traffic management for detour routes.

The portable CCTV camera images must be viewable on standard computer monitors and controllable from the Division 14 Traffic Services Office.

Provide a trailer mounted, solar powered CCTV camera with the following features:

- Industrial grade trailer
- Fully adjustable solar array (360 degrees)
- Extendable mast (up to 32 feet minimum) with 360 degree lockable rotation
- With day/night, adjustable PTZ, IP-addressable camera, providing streaming and snapshot video capability
- 30-day minimum battery bank
- Accommodates digital cellular modem communications

Obtain cellular modems from NCDOT for communications between the portable CCTV camera assembly and the Division 14 Traffic Services Office. The Contractor shall request the cell modem from the Engineer six (6) weeks in advance of anticipated deployment of a portable device. Return the cell modem to the Division 14 Traffic Services Offices upon project completion.

Provide warranty coverage for all parts and materials through the deployment on the project. Ensure that the equipment is fully compatible with all features of the existing VideoPro video management software currently in use by NCDOT in this Region. The portable CCTV camera must be controllable from the Division 14 Traffic Services Office using the Department's existing software.

Project: HB-0004

TS-4

County: Haywood

PROJECT SPECIAL PROVISIONS

Signals

**C. Construction**

Assist the Department with integrating the portable CCTV cameras into the regional system and with establishing communications with the Division 14 Traffic Services Office.

**I. Portable Trailer-Mounted CCTV Camera**

Do not take the existing CCTV camera out of service until the portable CCTV camera has been fully integrated into the regional system and is communicating effectively with the Division 14 Traffic

Services Office. When the existing CCTV camera site is placed back into service, remove the portable CCTV camera from the site.

Upon project completion, turn over and deliver the portable trailer-mounted CCTV camera to the Division 14 office and relinquish ownership to the Department.

**II. ICM Portable Trailer-Mounted CCTV Camera**

Place and relocate the ICM portable trailer-mounted CCTV cameras as directed by the Engineer. Upon project completion, retain possession of the ICM portable trailer-mounted CCTV camera.

**D. Measurement and Payment**

Portable trailer-mounted CCTV camera will be measured and paid as the actual number of portable trailer-mounted CCTV units furnished, installed, maintained and accepted. Payment will not include acquisition of cellular modems and payments for monthly cell phone service for the duration of the deployment. Payment will include assisting the Department with integrating the device into the regional system, delivering the unit to Division 14 Traffic Services office, and relinquishing ownership of the unit to the Department at the conclusion of the project. The portable trailer-mounted CCTV camera shall be undamaged and in good working order when delivered to the Division.

ICM portable trailer-mounted CCTV camera will be measured and paid as the actual number of ICM portable trailer-mounted CCTV units furnished, installed, maintained and accepted.

Payment will not include acquisition of cellular modems and payments for monthly cell phone service for the duration of the deployment. Payment will include assisting the Department with integrating the device into the regional system and relocating as directed by the Engineer. The ICM portable trailer-mounted CCTV camera shall be retained by the Contractor at the conclusion of the project.

Payment will be made under:

**Pay Item**

Portable Trailer-Mounted CCTV Camera  
ICM Portable Trailer-Mounted CCTV Camera

**Pay Unit**

Each  
Each



County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEM</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	60,000 CY		
0006	0036000000-E	225	UNDERCUT EXCAVATION	900 CY		
0007	0134000000-E	240	DRAINAGE DITCH EXCAVATION	1,410 CY		
0008	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	8,200 SY		
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	800 CY		
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	1,000 SY		
0011	0199000000-E	SP	TEMPORARY SHORING	4,000 SF		
0012	0248000000-N	SP	GENERIC GRADING ITEM TYPE 2 BRIDGE APPROACH FILL, STA 254+73.75 -L- LT	Lump Sum	L.S.	
0013	0248000000-N	SP	GENERIC GRADING ITEM TYPE 2 BRIDGE APPROACH FILL, STA 254+73.75 -L- RT	Lump Sum	L.S.	
0014	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	290 TON		
0015	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	970 SY		
0016	0343000000-E	310	15" SIDE DRAIN PIPE	812 LF		
0017	0344000000-E	310	18" SIDE DRAIN PIPE	96 LF		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0345000000-E	310	24" SIDE DRAIN PIPE	68 LF		
0019	0348000000-E	310	*** SIDE DRAIN PIPE ELBOWS (15")	16 EA		
0020	0348000000-E	310	*** SIDE DRAIN PIPE ELBOWS (18")	2 EA		
0021	0348000000-E	310	*** SIDE DRAIN PIPE ELBOWS (24")	2 EA		
0022	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	140 LF		
0023	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1,364 LF		
0024	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	56 LF		
0025	0576000000-E	310	*** CS PIPE CULVERTS, ***** THICK (60", 0.109")	12 LF		
0026	0576000000-E	310	*** CS PIPE CULVERTS, ***** THICK (72", 0.138")	4 LF		
0027	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (15", 0.250")	156 LF		
0028	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (15", 0.250")	156 LF		
0029	0995000000-E	340	PIPE REMOVAL	471 LF		
0030	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0031	1077000000-E	SP	#57 STONE	8 TON		
0032	1099500000-E	505	SHALLOW UNDERCUT	200 CY		
0033	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	400 TON		
0034	1112000000-E	505	GEOTEXTILE FOR SUBGRADE STABILIZATION	600 SY		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	1121000000-E	520	AGGREGATE BASE COURSE	5,400 TON		
0036	1220000000-E	545	INCIDENTAL STONE BASE	100 TON		
0037	1231000000-E	560	SHOULDER BORROW	3,500 CY		
0038	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	8,000 SY		
0039	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (2-1/4")	29,500 SY		
0040	1330000000-E	607	INCIDENTAL MILLING	2,500 SY		
0041	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	26,500 TON		
0042	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	10,900 TON		
0043	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	1,400 TON		
0044	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	9,300 TON		
0045	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,800 TON		
0046	1577000000-E	620	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX	600 TON		
0047	1662000000-E	650	OPEN-GRADED ASPHALT FRICTION COURSE, TYPE FC-1 MODIFIED	1,100 TON		
0048	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	17,200 LF		
0049	2022000000-E	815	SUBDRAIN EXCAVATION	89.6 CY		
0050	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	400 SY		
0051	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	67.2 CY		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0052	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	400 LF		
0053	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA		
0054	2077000000-E	815	6" OUTLET PIPE	6 LF		
0055	2220000000-E	838	REINFORCED ENDWALLS	13.4 CY		
0056	2275000000-E	SP	FLOWABLE FILL	17 CY		
0057	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	51 EA		
0058	2297000000-E	840	MASONRY DRAINAGE STRUCTURES	11.8 CY		
0059	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	23.4 LF		
0060	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	7 EA		
0061	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	1 EA		
0062	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	3 EA		
0063	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	1 EA		
0064	2396000000-N	840	FRAME WITH COVER, STD 840.54	2 EA		
0065	2407000000-N	840	STEEL FRAME WITH TWO GRATES, STD 840.37	33 EA		
0066	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,300 LF		
0067	2556000000-E	846	SHOULDER BERM GUTTER	1,500 LF		
0068	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	250 LF		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0069	2591000000-E	848	4" CONCRETE SIDEWALK	620 SY		
0070	2605000000-N	848	CONCRETE CURB RAMPS	6 EA		
0071	2710000000-N	854	CONCRETE BARRIER TRANSITION SECTION	4 EA		
0072	2717000000-E	854	VARIABLE HEIGHT CONCRETE BARRIER, TYPE ***** (SINGLE SLOPE, 2'-7" MAX BIFURCATION)	3,350 LF		
0073	2724000000-E	857	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED	300 LF		
0074	2938000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX WITH MANHOLE	2 EA		
0075	3030000000-E	862	STEEL BEAM GUARDRAIL	4,500 LF		
0076	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	275 LF		
0077	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA		
0078	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	8 EA		
0079	3287000000-N	862	GUARDRAIL END UNITS, TYPE TL-3	8 EA		
0080	3317000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE B-77	10 EA		
0081	3360000000-E	863	REMOVE EXISTING GUARDRAIL	5,000 LF		
0082	3380000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL	25 LF		
0083	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77)	2 EA		
0084	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	700 LF		
0085	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	40 EA		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0086	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	40 EA		
0087	3628000000-E	876	RIP RAP, CLASS I	300 TON		
0088	3635000000-E	876	RIP RAP, CLASS II	700 TON		
0089	3649000000-E	876	RIP RAP, CLASS B	200 TON		
0090	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	3,200 SY		
0091	4048000000-E	902	REINFORCED CONCRETE SIGN FOUNDATIONS	4 CY		
0092	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDATIONS	1 CY		
0093	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	3,184 LB		
0094	4066000000-E	903	SUPPORTS, SIMPLE STEEL BEAM	1,534 LB		
0095	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	1,000 LF		
0096	4096000000-N	904	SIGN ERECTION, TYPE D	5 EA		
0097	4102000000-N	904	SIGN ERECTION, TYPE E	24 EA		
0098	4108000000-N	904	SIGN ERECTION, TYPE F	11 EA		
0099	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	7 EA		
0100	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (B)	4 EA		
0101	4114000000-N	904	SIGN ERECTION, MILEMARKERS	4 EA		
0102	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (A)	2 EA		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0103	4138000000-N	907	DISPOSAL OF SUPPORT, STEEL BEAM	4 EA		
0104	4152000000-N	907	DISPOSAL OF SIGN SYSTEM, STEEL BEAM	4 EA		
0105	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	36 EA		
0106	4402000000-E	SP	HIGH VISIBILITY STATIONARY SIGNS	750 SF		
0107	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	250 SF		
0108	4407000000-E	SP	HIGH VISIBILITY PORTABLE SIGNS	320 SF		
0109	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	50 SF		
0110	4415000000-N	1115	FLASHING ARROW BOARD	2 EA		
0111	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA		
0112	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	30 DAY		
0113	4432000000-N	SP	HIGH VISIBILITY DRUMS	190 EA		
0114	4434000000-N	1140	SEQUENTIAL FLASHING WARNING LIGHTS	18 EA		
0115	4445000000-E	1145	BARRICADES (TYPE III)	32 LF		
0116	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	54 LF		
0117	4455000000-N	1150	FLAGGER	180 DAY		
0118	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	7 EA		
0119	4470000000-N	1160	REMOVE & RESET TEMPORARY CRASH CUSHION	6 EA		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0120	4480000000-N	1165	TMA	1 EA		
0121	4490000000-E	1170	PORTABLE CONCRETE BARRIER (ANCHORED)	12,060 LF		
0122	4505000000-E	1170	REMOVE & RESET PORTABLE CONCRETE BARRIER (ANCHORED)	8,400 LF		
0123	4589000000-N	SP	GENERIC TRAFFIC CONTROL ITEM DYNAMIC ZIPPER MERGE SYSTEM DEPLOYMENT	Lump Sum	L.S.	
0124	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM CONNECTED LANE CLOSURE SYSTEM	1 EA		
0125	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM DYNAMIC ZIPPER MERGE SYSTEM RELOCATION	1 EA		
0126	4609000000-N	SP	GENERIC TRAFFIC CONTROL ITEM DYNAMIC ZIPPER MERGE SYSTEM	9 DAY		
0127	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	950 EA		
0128	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	3,510 LF		
0129	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	24,490 LF		
0130	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	2,670 LF		
0131	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	90 LF		
0132	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	20 EA		
0133	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	5,460 LF		
0134	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	1,410 LF		
0135	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	110 LF		
0136	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	120 LF		



County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0137	4847500000-E	SP	WORK ZONE PERFORMANCE PAVEMENT MARKING LINES, 6"	35,130 LF		
0138	4847600000-E	SP	WORK ZONE PERFORMANCE PAVEMENT MARKING LINES, 12"	2,960 LF		
0139	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	4 EA		
0140	4905100000-N	1253	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	350 EA		
0141	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0142	5325800000-E	1510	8" WATER LINE	103 LF		
0143	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	1,440 LB		
0144	5546000000-E	1515	8" VALVE	4 EA		
0145	5709300000-E	1520	6" FORCE MAIN SEWER	67 LF		
0146	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	300 LB		
0147	5800000000-E	1530	ABANDON 6" UTILITY PIPE	64 LF		
0148	5801000000-E	1530	ABANDON 8" UTILITY PIPE	91 LF		
0149	6000000000-E	1605	TEMPORARY SILT FENCE	15,520 LF		
0150	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	700 TON		
0151	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	7,000 TON		
0152	6012000000-E	1610	SEDIMENT CONTROL STONE	3,100 TON		
0153	6015000000-E	1615	TEMPORARY MULCHING	18.6 ACR		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0154	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1,100 LB		
0155	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	6.5 TON		
0156	6024000000-E	1622	TEMPORARY SLOPE DRAINS	2,300 LF		
0157	6029000000-E	SP	SAFETY FENCE	650 LF		
0158	6030000000-E	1630	SILT EXCAVATION	15,720 CY		
0159	6036000000-E	1631	MATTING FOR EROSION CONTROL	45,000 SY		
0160	6037000000-E	1629	COIR FIBER MAT	100 SY		
0161	6042000000-E	1632	1/4" HARDWARE CLOTH	3,260 LF		
0162	6043000000-E	1644	LOW PERMEABILITY GEOTEXTILE	200 SY		
0163	6045000000-E	SP	*** TEMPORARY PIPE (18")	110 LF		
0164	6070000000-N	1639	SPECIAL STILLING BASINS	4 EA		
0165	6071002000-E	1642	FLOCCULANT	3,260 LB		
0166	6071012000-E	1642	COIR FIBER WATTLE	1,650 LF		
0167	6071030000-E	1640	COIR FIBER BAFFLE	1,625 LF		
0168	6071050000-E	1644	*** SKIMMER (1-1/2")	4 EA		
0169	6071050000-E	1644	*** SKIMMER (2")	2 EA		
0170	6084000000-E	1660	SEEDING & MULCHING	20 ACR		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0171	6087000000-E	1660	MOWING	10 ACR		
0172	6090000000-E	1661	SEED FOR REPAIR SEEDING	300 LB		
0173	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1.25 TON		
0174	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	575 LB		
0175	6108000000-E	1665	FERTILIZER TOPDRESSING	17.25 TON		
0176	6111000000-E	SP	IMPERVIOUS DIKE	25 LF		
0177	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0178	6114800000-N	SP	MANUAL LITTER REMOVAL	6 MHR		
0179	6114900000-E	SP	LITTER DISPOSAL	1 TON		
0180	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	150 EA		
0181	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	4 EA		
0182	6123000000-E	1670	REFORESTATION	0.1 ACR		
0183	7279000000-E	1715	TRACER WIRE	3,782 LF		
0184	7301000000-E	1715	DIRECTIONAL DRILL (***** (2, 2"))	3,782 LF		
0185	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	8 EA		
0186	7960000000-N	SP	METAL POLE FOUNDATION REMOVAL	1 EA		
0187	7972000000-N	SP	METAL POLE REMOVAL	1 EA		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0206	751600000-E	1730	COMMUNICATIONS CABLE (** FIBER) (12)	4,492 LF		
0207	7575160000-E	1734	REMOVE EXISTING COMMUNICATIONS CABLE	3,500 LF		
0208	7980000000-N	SP	GENERIC SIGNAL ITEM ICM PORTABLE TRAILER-MOUNTED CCTV CAMERA	1 EA		
0209	7980000000-N	SP	GENERIC SIGNAL ITEM PORTABLE TRAILER-MOUNTED CCTV CAMERA	1 EA		
<b>WALL ITEMS</b>						
0188	8801000000-E	SP	MSE RETAINING WALL NO **** (1)	3,470 SF		
0189	8801000000-E	SP	MSE RETAINING WALL NO **** (2)	3,560 SF		
<b>STRUCTURE ITEMS</b>						
0190	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (254+73.75 -L- RT)	Lump Sum	L.S.	
0191	8065000000-N	SP	ASBESTOS ASSESSMENT	Lump Sum	L.S.	
0192	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (254+73.75 -L- RT)	Lump Sum	L.S.	
0193	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	9,618 SF		
0194	8161000000-E	420	GROOVING BRIDGE FLOORS	13,732 SF		
0195	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	210.7 CY		
0196	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (254+73.75 -L- LT)	Lump Sum	L.S.	
0197	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (254+73.75 -L- RT)	Lump Sum	L.S.	
0198	8217000000-E	425	REINFORCING STEEL (BRIDGE)	27,534 LB		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0199	8278000000-E	430	FIB *** PRESTRESSED CONCRETE GIRDERS (36")	1,076.84 LF		
0200	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 14 X 73)	30 EA		
0201	8384000000-E	450	HP 14 X 73 STEEL PILES	1,950 LF		
0202	8503000000-E	460	CONCRETE BARRIER RAIL	425.1 LF		
0203	8531000000-E	462	4" SLOPE PROTECTION	76 SY		
0204	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0205	8706000000-N	SP	EXPANSION JOINT SEALS	Lump Sum	L.S.	

1256/Jul03/Q510660.99/D843587404000/E209

Total Amount Of Bid For Entire Project :

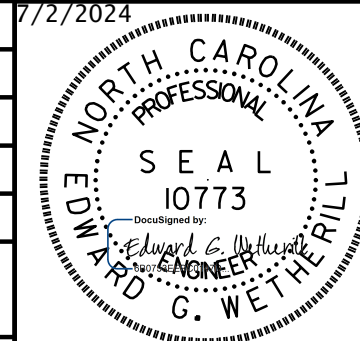
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# UTILITY CONSTRUCTION



1223 Jones Franklin Rd.  
Raleigh, N.C. 27606  
License No. F-0377  
Bus: 919 851 8077  
Fax: 919 851 8107

TRANSPORTATION PLANNING/DESIGN - BRIDGE/STRUCTURE DESIGN  
CIVIL/SITE DESIGN - GIS/GPS - SURVEY/SUE - UTILITIES - CONSTRUCTION OBSERVATION

<b>PROJECT REFERENCE NO.</b> HB-0004	<b>SHEET NO.</b> UC-3
<b>DESIGNED BY:</b> PKP	7/2/2024
<b>DRAWN BY:</b> JDS	
<b>CHECKED BY:</b> PKP	
<b>APPROVED BY:</b> EGW	
<b>REVISED:</b>	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	UTILITY CONSTRUCTION PLANS ONLY

**UTILITY CONSTRUCTION**

**GENERAL NOTES:**

1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE NC DEPARTMENT OF TRANSPORTATIONS "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" DATED JANUARY 2024.
2. THE EXISTING UTILITIES BELONG TO TOWN OF CANTON. CONTACT MICHAEL GANTT, TOWN OF CANTON WATER AND SEWER DEPARTMENT HEAD, AT 828-648-2363 OR NICK SCHEUER, TOWN MANAGER, AT 828-648-2363.
3. ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION. ALL SEWER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT QUALITY, DIVISION OF WATER RESOURCES, WATER QUALITY SECTION. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.
4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.
5. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.
6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. MAKE INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.
7. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.
8. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY.
9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, "SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.
10. WATER MAINS SHALL BE LAID AT LEAST 10 FEET Laterally FROM EXISTING OR PROPOSED SEWER MAINS.

**PROJECT SPECIFIC NOTES:**

1. PROPOSED WATER LINES (WL-1 & WL-2) SHALL BE 8" PC350 DIP, INSTALLED BY OPEN CUT METHOD.
2. PROPOSED SEWER LINE (FSS-1) SHALL BE 6" PC350 DIP, INSTALLED BY OPEN CUT METHOD.
3. CONTRACTOR TO BORE PROPOSED NCDOT CONDUITS FROM JUNCTION BOX TO JUNCTION BOX. IF HDD RIG CANNOT HANDLE ADDITIONAL RODS, CONTRACTOR SHOULD BORE FROM A MID-SPAN POINT (BORE PIT) BOTH WAYS TO EACH RESPECTIVE JUNCTION BOX, THEN COUPLE (E-LOC) THE CONDUITS TOGETHER.

**SEWER INSTALLATION NOTES**

1. CONTRACTOR SHALL FULLY INSTALL, PRESSURE & LEAKAGE TEST NEW SEWER MAIN PRIOR TO CONNECTION TO EXISTING SYSTEM.
2. CONTRACTOR SHALL PERFORM THE CONNECTION DURING OFF PEAK HOURS WITH A MAXIMUM SHUT DOWN TIME OF FIVE HOURS. (12 PM MIDNIGHT TO 5 AM)
3. ANY TEST PERFORMED WITHOUT NOTIFICATION TO TOWN SHALL BE PERFORMED AT THE CONTRACTOR'S RISK. TESTING SHALL BE PERFORMED IN THE PRESENCE OF TOWN OF CANTON PERSONNEL. CONTACT MR. MICHAEL GANTT AT 828-648-2363 OR MR. NICK SCHEUER AT 828-648-2363.
4. NEW SEWER MAIN SHALL NOT BE CONNECTED TO EXISTING MAIN WITHOUT PRIOR APPROVAL AND COORDINATION WITH TOWN OF CANTON.
5. FOR NEW SEWER MAIN CONNECTIONS, USE GRIP RING PIPE RESTRAINER AS REQUIRED.

**WATER INSTALLATION NOTES**

1. CONTRACTOR SHALL FULLY INSTALL, PRESSURE & LEAKAGE TEST, AND CHLORINATE NEW WATER MAIN PRIOR TO CONNECTION TO EXISTING SYSTEM.
2. CONTRACTOR SHALL PERFORM THE CONNECTION DURING OFF PEAK HOURS WITH A MAXIMUM SHUT DOWN TIME OF FIVE HOURS. (12 PM MIDNIGHT TO 5 AM).
3. ANY WORK OR TEST PERFORMED WITHOUT NOTIFICATION AND CONTACT WITH TOWN OF CANTON FIELD INSPECTORS SHALL BE PERFORMED AT THE CONTRACTOR'S RISK. TESTING SHALL BE PERFORMED IN THE PRESENCE OF TOWN OF CANTON PERSONNEL.
4. OPERATION OF EXISTING GATE VALVES SHALL BE DONE BY TOWN OF CANTON OPERATIONS STAFF.
5. TIE NEW WATER MAIN INTO EXISTING. INSTALL THRUST BLOCKS AND RODDING AS REQUIRED.
6. NEW WATER MAIN SHALL NOT BE CONNECTED TO EXISTING MAIN WITHOUT PRIOR APPROVAL AND COORDINATION WITH TOWN OF CANTON.

REVISIONS

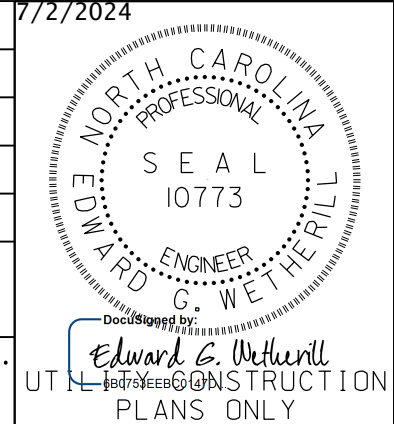
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# NO WATER OR SEWER FACILITIES ON THIS SHEET

**WETHERILL ENGINEERING**  
 1223 Jones Franklin Rd.  
 Raleigh, N.C. 27606  
 License No. F-0377  
 Bus: 919 851 8077  
 Fax: 919 851 8107

PROJECT REFERENCE NO.	HB-0004	SHEET NO.	UC-4
DESIGNED BY:	PKP	DATE	7/27/2024
DRAWN BY:	JDS		
CHECKED BY:	PKP		
APPROVED BY:	EGW		
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION			
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151			



**DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED**  
**UTILITY CONSTRUCTION**

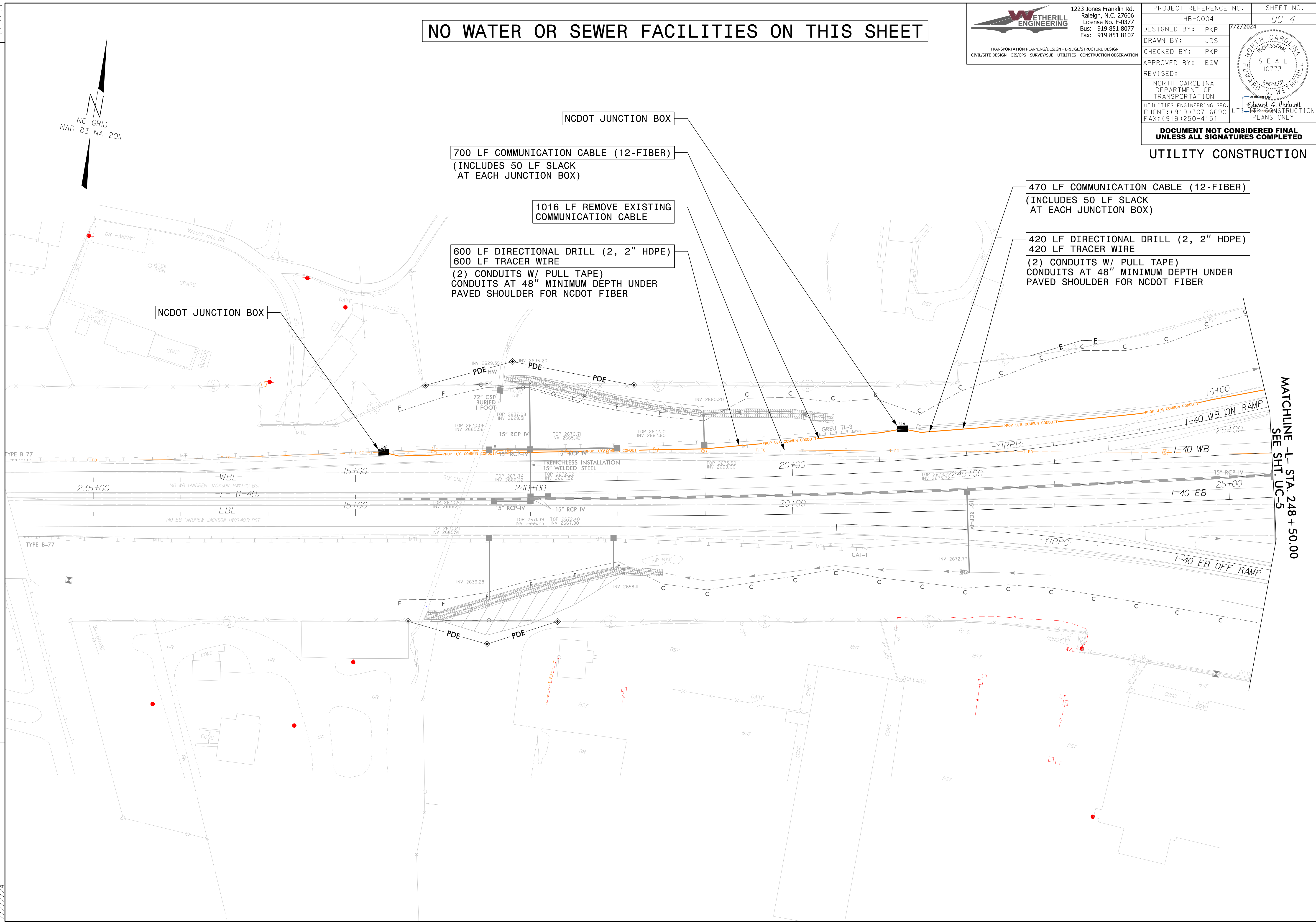


- NCDOT JUNCTION BOX**
- 700 LF COMMUNICATION CABLE (12-FIBER)**  
(INCLUDES 50 LF SLACK AT EACH JUNCTION BOX)
- 1016 LF REMOVE EXISTING COMMUNICATION CABLE**
- 600 LF DIRECTIONAL DRILL (2, 2" HDPE)**  
**600 LF TRACER WIRE**  
(2) CONDUITS W/ PULL TAPE  
CONDUITS AT 48" MINIMUM DEPTH UNDER PAVED SHOULDER FOR NCDOT FIBER
- 470 LF COMMUNICATION CABLE (12-FIBER)**  
(INCLUDES 50 LF SLACK AT EACH JUNCTION BOX)
- 420 LF DIRECTIONAL DRILL (2, 2" HDPE)**  
**420 LF TRACER WIRE**  
(2) CONDUITS W/ PULL TAPE  
CONDUITS AT 48" MINIMUM DEPTH UNDER PAVED SHOULDER FOR NCDOT FIBER

REVISIONS

MATCHLINE - STA. 248 + 50.00  
SEE SHT. UC-5

8:59:12 AM  
 7/27/2024  
 C:\Users\jds\AppData\Local\Temp\UC-4.dgn  
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8/17/99



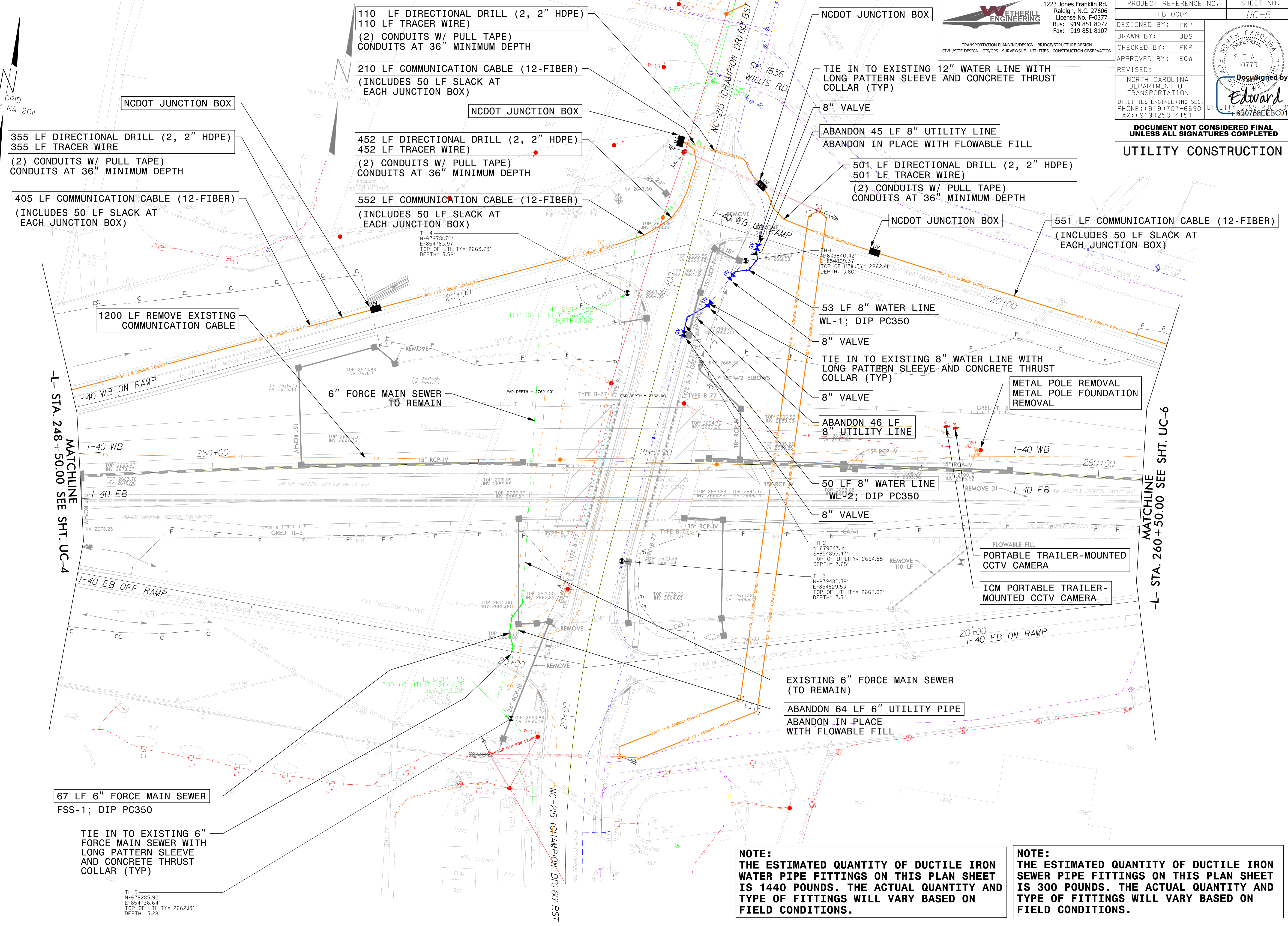
**WETHERILL ENGINEERING**  
 1223 Jones Franklin Rd.  
 Raleigh, N.C. 27606  
 License No. F-0377  
 Bus: 919 851 8077  
 Fax: 919 851 8107

TRANSPORTATION PLANNING/DESIGN - BRIDGE/STRUCTURE DESIGN  
 CIVIL/SITE DESIGN - GIS/GPS - SURVEY/SUE - UTILITIES - CONSTRUCTION OBSERVATION

PROJECT REFERENCE NO.	SHEET NO.
HB-0004	UC-5
DESIGNED BY: PKP	
DRAWN BY: JDS	
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APPROVED BY: EGW	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 725-4151

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**UTILITY CONSTRUCTION**



MATCHLINE  
-L- STA. 248+50.00 SEE SHT. UC-4

MATCHLINE  
-L- STA. 260+50.00 SEE SHT. UC-6

**NOTE:**  
 THE ESTIMATED QUANTITY OF DUCTILE IRON WATER PIPE FITTINGS ON THIS PLAN SHEET IS 1440 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS WILL VARY BASED ON FIELD CONDITIONS.

**NOTE:**  
 THE ESTIMATED QUANTITY OF DUCTILE IRON SEWER PIPE FITTINGS ON THIS PLAN SHEET IS 300 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS WILL VARY BASED ON FIELD CONDITIONS.

REVISIONS

H:\2004\PM\2004\01\HB-0004\Utilities\Engineering\UC\Prj\Addendum\HB0004\_UT\_psh\_UC5.dgn  
 7/22/2004

67 LF 6" FORCE MAIN SEWER  
 FSS-1; DIP PC350

TIE IN TO EXISTING 6" FORCE MAIN SEWER WITH LONG PATTERN SLEEVE AND CONCRETE THRUST COLLAR (TYP)

TH-5  
 N=679285.92'  
 E=854736.64'  
 TOP OF UTILITY= 2662.13'  
 DEPTH= 3.28'

TH-3  
 N=679482.39'  
 E=854029.53'  
 TOP OF UTILITY= 2667.62'  
 DEPTH= 3.51'

TH-2  
 N=679747.11'  
 E=854855.47'  
 TOP OF UTILITY= 2664.55'  
 DEPTH= 3.65'

TH-4  
 N=679781.70'  
 E=854783.97'  
 TOP OF UTILITY= 2663.73'  
 DEPTH= 3.56'



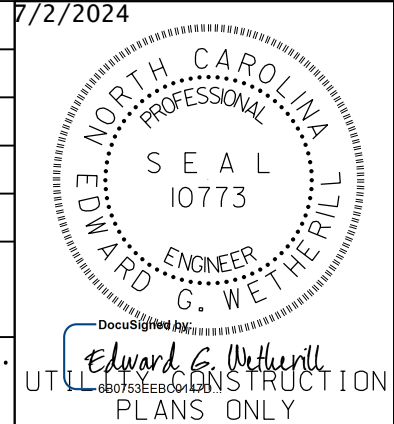
8/17/99

# NO WATER OR SEWER FACILITIES ON THIS SHEET

**WETHERILL ENGINEERING**  
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 Raleigh, N.C. 27606  
 License No. F-0377  
 Bus: 919 851 8077  
 Fax: 919 851 8107

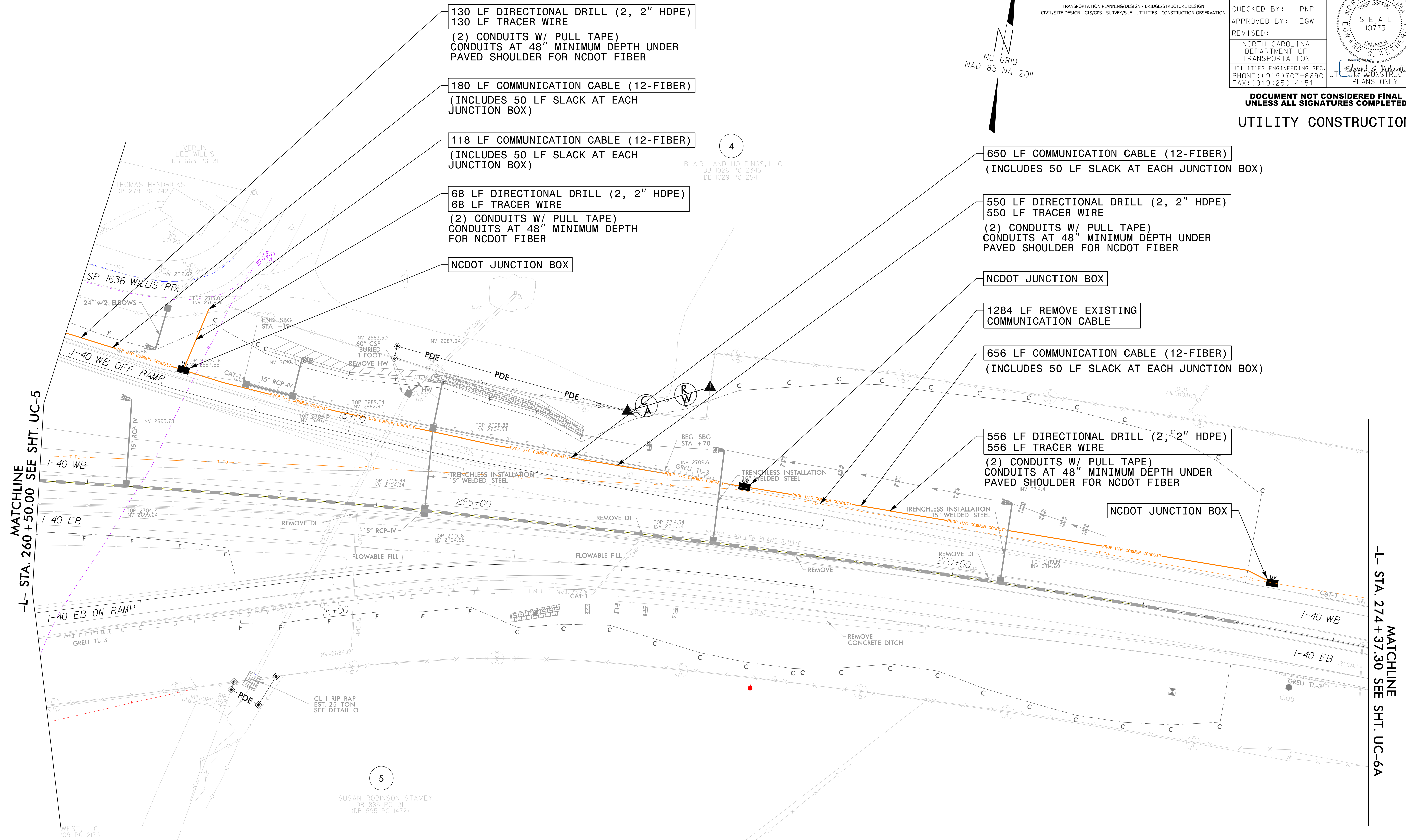
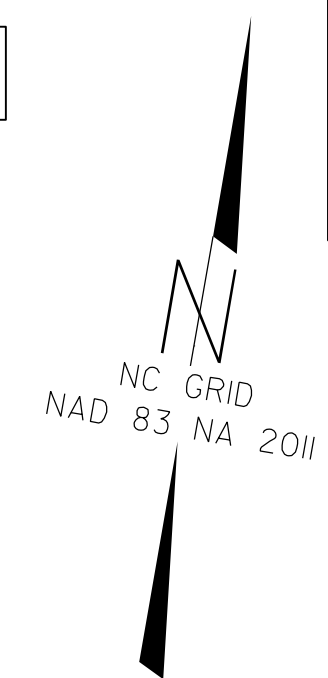
TRANSPORTATION PLANNING/DESIGN - BRIDGE/STRUCTURE DESIGN  
 CIVIL/SITE DESIGN - GIS/GPS - SURVEY/SUE - UTILITIES - CONSTRUCTION OBSERVATION

PROJECT REFERENCE NO.	HB-0004	SHEET NO.	UC-6
DESIGNED BY:	PKP	DATE	7/2/2024
DRAWN BY:	JDS		
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APPROVED BY:	EGW		
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NORTH CAROLINA DEPARTMENT OF TRANSPORTATION			
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151			



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**UTILITY CONSTRUCTION**



MATCHLINE -L- STA. 260+50.00 SEE SHT. UC-5

MATCHLINE -L- STA. 274+37.30 SEE SHT. UC-6A

REVISIONS

10:09:15 AM  
 7/2/2024  
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5

4

WEST, LLC  
 '09 PG 2176

SUSAN ROBINSON STAMEY  
 DB 885 PG 131  
 (DB 595 PG 1472)

TIRELESSNC, LLC  
 DB 925 PG 49

BLAIR LAND HOLDINGS, LLC  
 DB 1026 PG 2345  
 DB 1029 PG 254