

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

C203899

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C203899

WBS 50080.3.FD1 HSIP-4315(2)

T.I.P NO. W-5510

COUNTY OF FORSYTH

THIS IS THE ROADWAY CONTRACT

ROUTE NUMBER SR 4315 LENGTH 0.312 MILES

LOCATION SR-4315 (SOUTH MAIN STREET) FROM I-40 BUSINESS RAMP TO  
SR-4278 (SOUTH CHERRY STREET) & SR-2648 (OLD WINSTON ROAD).

CONTRACTOR YATES CONSTRUCTION CO., INC.

ADDRESS P.O. BOX 707

STOKESDALE, NC 27357

BIDS OPENED JULY 19, 2016

CONTRACT EXECUTION 8/19/2016

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

PROPOSAL

DATE AND TIME OF BID OPENING: **JULY 19, 2016 AT 2:00 PM**

CONTRACT ID C203899  
WBS 50080.3.FD1

FEDERAL-AID NO. HSIP-4315(2)  
COUNTY FORSYTH  
T.I.P. NO. W-5510  
MILES 0.312  
ROUTE NO. SR 4315  
LOCATION SR-4315 (SOUTH MAIN STREET) FROM I-40 BUSINESS RAMP TO  
SR-4278 (SOUTH CHERRY STREET) & SR-2648 (OLD WINSTON ROAD).

TYPE OF WORK GRADING, DRAINAGE, PAVING, SIGNALS & RETAINING WALLS.

**NOTICE:**

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

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

**THIS IS A ROADWAY PROPOSAL**

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

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**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C203899 IN FORSYTH COUNTY, NORTH CAROLINA**

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

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. C203899; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to be bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. C203899 in Forsyth County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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



*State Contract Officer*

DocuSigned by:  
*Randy A. Garris*  
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6/14/2016

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

(4-17-12)

108

SP1 G07 C

The date of availability for this contract is **August 29, 2016**.

The completion date for this contract is **December 28, 2018**.

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

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

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

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

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **August 29, 2016**.

The completion date for this intermediate contract time is **July 1, 2018**.

The liquidated damages for this intermediate contract time are **One Thousand Dollars (\$ 1,000.00)** per calendar day.

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

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

(2-20-07)

108

SP1 G14 A

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

**DAY AND TIME RESTRICTIONS****Monday thru Friday****6:00 A.M. to 9:00 A.M.****4:00 P.M. to 7:00 P.M.**

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

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

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

Holidays and holiday weekends shall include New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his

work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

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

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

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

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

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

108

SP1 G14 H

The Contractor shall complete the work required of **Phase II, Step #4** as shown on Sheet **TMP-3** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **three (3)** consecutive calendar days after and including the date the Contractor begins this work.

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

**INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:**

(6-18-13)

108

SP1 G14 L

The Contractor shall complete the work required of **Phase III, Step #3** as shown on Sheet **TMP-3** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **August 29, 2016**.

The completion date for this intermediate contract time is **December 1, 2017**.

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

**PERMANENT VEGETATION ESTABLISHMENT:**

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

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2012 Standard Specifications*. All work required for initial vegetation



planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

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

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2012 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

**DELAY IN RIGHT OF ENTRY:**

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

108

SP1 G22

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

<b><u>Parcel No.</u></b>	<b><u>Property Owner</u></b>	<b><u>Date</u></b>
018	J.C. Faw	8/29/16

**MAJOR CONTRACT ITEMS:**

(2-19-02)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *2012 Standard Specifications*):

<b>Line #</b>	<b>Description</b>
32	Asphalt Concrete Base Course, Type B25.0B
33	Asphalt Concrete Intermediate Course, Type I19.0B
34	Asphalt Concrete Surface Course, Type S9.5B
182	CIP Gravity Retaining Walls

**SPECIALTY ITEMS:**

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

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the 2012 *Standard Specifications*).

<b>Line #</b>	<b>Description</b>
61-67, 99-100	Signing
79-87	Long-Life Pavement Markings
101-124	Utility Construction
125-148	Erosion Control
149-180	Signals/ITS System

**FUEL PRICE ADJUSTMENT:**

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

109-8

SP1 G43

Revise the 2012 *Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is \$ **1.5868** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

<b>Description</b>	<b>Units</b>	<b>Fuel Usage Factor Diesel</b>
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type ____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
__" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to __" Pavement	Gal/SY	0.245

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

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

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:

2017	(7/01/16 - 6/30/17)	<b>59</b> % of Total Amount Bid
2018	(7/01/17 - 6/30/18)	<b>41</b> % of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

**DISADVANTAGED BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 4-19-16)

102-15(J)

SP1 G61

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only.  
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

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

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

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

*Letter of Intent* - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid.

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

*Listing of DBE Subcontractors Form* - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

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

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

### **DBE Goal**

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

Disadvantaged Business Enterprises **14.0** %

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

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

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

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

### **Listing of DBE Subcontractors**

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE

subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

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

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

(B) Paper Bids

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

- (2) *If the DBE goal is zero, entries on the Listing of DBE Subcontractors are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

### **DBE Prime Contractor**

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

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

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

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

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

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon 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 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 12:00 noon 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 12:00 noon on the next official state business day.

**Submission of Good Faith Effort**

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

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon 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 the next official state business day. If the contractor cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.



- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

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

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

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

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

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

**Counting DBE Participation Toward Meeting DBE Goal****(A) Participation**

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

**(B) Joint Checks**

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

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

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

**(D) Joint Venture**

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

**(E) Suppliers**

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

(F) Manufacturers and Regular Dealers

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

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

**Commercially Useful Function**

(A) DBE Utilization

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

(B) DBE Utilization in Trucking

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.

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

### **DBE Replacement**

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the DBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with

another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

### **Reporting Disadvantaged Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end

of the following month. Failure to submit this information accordingly may result in the following action:

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

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

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

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

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

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

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

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

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

### **CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

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

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



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

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

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

**CONTRACTOR'S LICENSE REQUIREMENTS:**

(7-1-95)

102-14

SP1 G88

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

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

(11-22-94)

108-5

SP1 G100

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

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

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

**CARGO PREFERENCE ACT:**

(2-16-16)

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

- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-
- “(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

**LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

**Page 1-43, Article 105-8, line 28, after the first sentence, add the following:**

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

**VALUE ENGINEERING PROPOSAL:**

(05-19-15)

104

SP01 G116

Revise the *2012 Standard Specifications* as follows:

**Page 1-36, Subarticle 104-12(B) Evaluation of Proposals, lines 42-44, replace the fourth sentence of the second paragraph with the following:**

Pending execution of a formal supplemental agreement implementing an approved VEP and transferal of final plans (hard copy and electronic) sealed by an engineer licensed in the State of

North Carolina incorporating an approved VEP to the Resident Engineer and the State Value Management Engineer, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing contract.

**Page 1-37, Subarticle 104-12(D) Preliminary Review, lines 9-12,** replace the first sentence of the first paragraph with the following:

Should the Contractor desire a preliminary review of a possible VEP, before expending considerable time and expense in full development, a copy of the Preliminary VEP shall be submitted to the Resident Engineer and the State Value Management Engineer at ValueManagementUnit@ncdot.gov.

**Page 1-37, Subarticle 104-12(E) Final Proposal, lines 22-23,** replace the first sentence of the first paragraph with the following:

A copy of the Final VEP shall be submitted by the Contractor to the Resident Engineer and the State Value Management Engineer at ValueManagementUnit@ncdot.gov.

**Page 1-38, Subarticle 104-12(F) Modifications, lines 2-8,** replace the first paragraph with the following:

To facilitate the preparation of revisions to contract drawings, the Contractor may purchase reproducible copies of drawings for his use through the Department's Value Management Unit. The preparation of new design drawings by or for the Contractor shall be coordinated with the appropriate Design Branch through the State Value Management Engineer. The Contractor shall provide, at no charge to the Department, one set of reproducible drawings of the approved design needed to implement the VEP. Drawings (hard copy and electronic) which are sealed by an engineer licensed in the State of North Carolina shall be submitted to the State Value Management Engineer no later than ten (10) business days after acceptance of a VEP unless otherwise permitted.

**Page 1-38, Subarticle 104-12(F) Modifications, line 17,** add the following at the end of the third paragraph:

Supplemental agreements executed for design-bid-build contracts shall reflect any realized savings in the corresponding line items. Supplemental agreements executed for design-build contracts shall add one line item deducting the full savings from the total contract price and one line item crediting the Contractor with 50% of the total VEP savings.

**Page 1-38, Subarticle 104-12(F) Modifications, lines 45-47,** replace the eighth paragraph with the following:

Unless and until a supplemental agreement is executed and issued by the Department and final plans (hard copy and electronic) sealed by an engineer licensed in the State of North Carolina incorporating an approved VEP have been provided to the Resident Engineer and the State Value Management Engineer, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing contract.

**RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:**

(5-21-13) (Rev. 5-19-15)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>.

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to [valuemanagementunit@ncdot.gov](mailto:valuemanagementunit@ncdot.gov). For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

**DOMESTIC STEEL:**

(4-16-13)

106

SP1 G120

Revise the 2012 *Standard Specifications* as follows:

**Page 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7,** replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or \$2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

**MAINTENANCE OF THE PROJECT:**

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

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

**Page 1-35, Article 104-10 Maintenance of the Project, line 25**, add the following after the first sentence of the first paragraph:

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

**Page 1-35, Article 104-10 Maintenance of the Project, line 30**, add the following as the last sentence of the first paragraph:

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

**Page 1-35, Article 104-10 Maintenance of the Project, lines 42-44**, replace the last sentence of the last paragraph with the following:

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

**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.

**IRAN DIVESTMENT ACT:**

(5-17-16)

SP01 G151

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

By submitting the Offer, the Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract.

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C.G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

**LIABILITY INSURANCE:**

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

**Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16**, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

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

(1-16-07) (Rev 9-18-12)

105-16, 225-2, 16

SP1 G180

**General**

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

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

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

### **Roles and Responsibilities**

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



- (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
  - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
  - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
  - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
  - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
  - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
  - (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. 3-19-13)

105-16, 230, 801

SP1 G181

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

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

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

During the Environmental Assessment required by Article 230-4 of the *2012 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

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

functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

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

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

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

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

**EMPLOYMENT:**

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

**Page 1-20, Subarticle 102-15(O)**, delete and replace with the following:

**(O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

**Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32**, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

**SUBLETTING OF CONTRACT:**

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

**Page 1-66, Article 108-6 Subletting of Contract, line 37**, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

**Page 1-67, Article 108-6 Subletting of Contract, line 7**, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

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

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

200

SP2 R02A

Perform clearing on this project to the limits established by Method "II" shown on Standard Drawing No. 200.02 of the *2012 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

**BURNING RESTRICTIONS:**

(7-1-95)

200, 210, 215

SP2 R05

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

**SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02)

235, 560

SP2 R45 B

**Description**

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2012 Standard Specifications*.

**Measurement and Payment**

When the Contractor elects to obtain material from an area located beneath a proposed fill sections which does not require excavation for any reason other than to generate acceptable shoulder and fill slope material, the work of performing the excavation will be considered incidental to the item of *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow* or *Shoulder Borrow* in the contract, this work will be considered incidental to *Unclassified Excavation*. Stockpile the excavated material in a manner to facilitate measurement by the Engineer. Fill the void created by the excavation of the shoulder and fill slope material with suitable material. Payment for material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow Excavation* or *Shoulder Borrow*, then the material will be paid for at the contract unit price for *Unclassified Excavation*. The material used to fill the void created by the excavation of the shoulder and fill slope material will be made at the contract unit price for *Unclassified Excavation*, *Borrow Excavation*, or *Shoulder Borrow*, depending on the source of the material.

Material generated from undercut excavation, unclassified excavation or clearing and grubbing operations that is placed directly on shoulders or slope areas, will not be measured separately for



payment, as payment for the work requiring the excavation will be considered adequate compensation for depositing and grading the material on the shoulders or slopes.

When undercut excavation is performed at the direction of the Engineer and the material excavated is found to be suitable for use as shoulder and fill slope material, and there is no area on the project currently prepared to receive the material generated by the undercut operation, the Contractor may construct a stockpile for use as borrow at a later date. Payment for the material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*.

When shoulder material is obtained from borrow sources or from stockpiled material, payment for the work of shoulder construction will be made at the contract unit price per cubic yard for *Borrow Excavation* or *Shoulder Borrow* in accordance with the applicable provisions of Section 230 or Section 560 of the *2012 Standard Specifications*.

### **COAL COMBUSTION PRODUCTS IN EMBANKMENTS:**

(4-16-02) (Rev. 5-19-15)

235

SP02 R70

#### **Description**

This specification allows the Contractor an option, with the approval of the Engineer, to use coal combustion products (CCPs) in embankments as a substitute for conventional borrow material. The amount of CCPs allowed to be used for this project will be less than 80,000 tons total and less than 8,000 tons per acre.

#### **Materials**

Supply coal combustion products from the Department list of potential suppliers maintained by the Value Management Unit. Site specific approval of CCP material will be required prior to beginning construction.

The following CCPs are unacceptable:

- (A) Frozen material,
- (B) Ash from boilers fired with both coal and petroleum coke, and
- (C) Material with a maximum dry unit weight of less than 65 pounds per cubic foot when tested in accordance with AASHTO T-99 Method A or C.

Collect and transport CCPs in a manner that will prevent nuisances and hazards to public health and safety. Moisture condition the CCPs as needed and transport in covered trucks to prevent dusting.

#### **Preconstruction Requirements**

When CCPs are to be used as a substitute for earth borrow material, request written approval from the Engineer at least ninety (90) days in advance of the intent to use CCPs and include the following details using the NCDOT Form #CCP-2015-V1 in accordance with NCGS § 130A-309.215(b)(1):

- (A) Description, purpose and location of project.
- (B) Estimated start and completion dates of project.
- (C) Estimated volume of CCPs to be used on project with specific locations and construction details of the placement.
- (D) Toxicity Characteristic Leaching Procedure analysis from a representative sample of each different CCP source to be used in the project for, at minimum, all of the following constituents: arsenic, barium, cadmium, lead, chromium, mercury, selenium, and silver.
- (E) The names, address, and contact information for the generator of the CCPs.
- (F) Physical location of the project at which the CCPs were generated.

Submit the form to the Engineer and the State Value Management Engineer at [valuemanagementunit@ncdot.gov](mailto:valuemanagementunit@ncdot.gov) for review. The Engineer and the State Value Management Engineer will coordinate the requirements of NCGS § 130A-309.215(a)(1) and notify the Contractor that all the necessary requirements have been met before the placement of structural fill using coal combustion products is allowed.

### **Construction Methods**

In accordance with the detail in the plans, place CCPs in the core of the embankment section with at least 4 feet of earth cover to the outside limits of the embankments or subgrade and at least 5 feet above the seasonal high ground-water table. CCPs used in embankments shall not be placed as follows:

- (A) Within 50 feet of any property boundary.
- (B) Within 300 horizontal feet of a private dwelling or well.
- (C) Within 50 horizontal feet of the top of the bank of a perennial stream or other surface water body.
- (D) Within a 100-year floodplain except as authorized under NCGS § 143-215.54A(b). A site located in a floodplain shall not restrict the flow of the 100-year floodplain or result in washout of solid waste so as to pose a hazard to human life, wildlife or land and water resources.
- (E) Within 50 horizontal feet of a wetland, unless, after consideration of the chemical and physical impact on the wetland, the United States Army Corps of Engineers issues a permit or waiver for the fill.

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

Divert surface waters resulting from precipitation from the CCPs placement area during filling and construction activities. Construct embankments such that rainfall will not run directly off of the CCPs. Provide dust control to minimize airborne emissions. Construct fill in a manner that

prevents water from accumulating and ponding and do not pump nor discharge waters from CCP's filling and construction areas.

### **Measurement and Payment**

*Borrow Excavation* will be measured by truck volume and paid in cubic yards in accordance with Article 230-5 of the *2012 Standard Specifications*.

### **ROCK AND BROKEN PAVEMENT FILLS:**

(2-16-16)

235

SP2 R85

Revise the *2012 Standard Specifications* as follows:

**Page 2-22, Article 235-2 MATERIALS**, add the following after line 19:

<b>Item</b>	<b>Section</b>
Geotextile for Rock and Broken Pavement Fills, Type 2	1056

Provide Type 2 geotextile for filtration geotextiles. Use rip rap and No. 57 stone from either a quarry or onsite material to fill voids in rock and broken pavement fills. Provide small and large size rip rap with stone sizes that meet Class A and B in accordance with Table 1042-1 and No. 57 stone with a gradation that meets Table 1005-1 or use similar size onsite material approved by the Engineer.

**Page 2-23, Subarticle 235-3(B) Embankment Formation**, lines 18-19, delete the third sentence in the seventh paragraph.

**Page 2-23, Subarticle 235-3(B) Embankment Formation**, lines 21-23, replace the eighth paragraph with the following:

Before placing embankment fill material or filtration geotextiles over rock and broken pavement, fill voids in the top of rock and broken pavement fill with rip rap and No. 57 stone. Place and compact larger rip rap first followed by smaller rip rap. Then, fill any remaining voids with No. 57 stone so geotextiles are not torn, ripped or otherwise damaged when installed and covered. Compact rip rap and No. 57 stone with tracked equipment or other approved methods. Install filtration geotextiles on top of rock, broken pavement, rip rap and No. 57 stone in accordance with Article 270-3 before placing remaining embankment fill material.

Remove any rocks, debris or pavement pieces from the roadbed larger than 2" within 12" of the subgrade or finished grade, whichever is lower.

**Page 2-24, Article 235-5 MEASUREMENT AND PAYMENT**, line 13, add the following to the end of the first paragraph:

Payment for rip rap, No. 57 stone and geotextiles to construct embankments with rock and broken pavement fills will be considered incidental to the work in Sections 225, 226, 230 and 240.

**BLASTING:**

(2-16-16)

220

SP2 R88B

Revise the *2012 Standard Specifications* as follows:

**Page 2-8, Article 220-1 DESCRIPTION**, line 22, delete “cushion, ”.

**Page 2-8, Article 220-1 DESCRIPTION**, line 23, add the following after the third sentence:

Unless required otherwise in the contract, design blasts for the vibration and air overpressure limits in this section.

**Page 2-9, Subarticle 220-3(A) Vibration and Air Overpressure Limits**, line 18, add the following to the end of Subarticle 220-3(A):

Unless required otherwise in the contract or directed, design production and trench blasts in accordance with the following:

- (1) Production Blasting
  - (a) For rock cut slopes steeper than 1.5:1 (H:V) without pre-splitting, do not use production blast holes more than 4" in diameter within 10 ft of finished slope faces or neat lines
  - (b) Do not drill production holes below bottom of adjacent pre-split blast holes
  - (c) Use delay blasting to detonate production blast holes towards a free face
- (2) Trench Blasting
  - (a) Do not use trench blast holes more than 3" in diameter
  - (b) Do not use ANFO or other bulk loaded products
  - (c) Use cartridge explosives or other explosive types designed for trench blasting
  - (d) Use charges with a diameter of 1/2" to 3/4" less than the trench blast hole diameter

**PIPE INSTALLATION:**

(11-20-12) (Rev. 8-18-15)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

**Page 3-1, Article 300-2, Materials**, line 15, in the materials table, replace “Flowable Fill” and “Geotextiles” with the following:

<b>Item</b>	<b>Section</b>
Flowable Fill, Excavatable	1000-6
Grout, Type 2	1003
Geotextiles, Type 4	1056

**Page 3-1, Article 300-2, Materials**, lines 23-24, replace sentence with the following:

Provide foundation conditioning geotextile and geotextile to wrap pipe joints in accordance with Section 1056 for Type 4 geotextile.

**Page 3-3, Subarticle 300-6(A), Rigid Pipe**, line 2, in the first paragraph, replace “an approved non-shrink grout.” with “grout.” and line 4, in the second paragraph, replace “filtration geotextile” with “geotextile”.

**Page 3-3, Article 300-7, Backfilling**, lines 37-38, in the first and second sentences of the fifth paragraph, replace “Excavatable flowable fill” with “Flowable fill”.

**FLOWABLE FILL:**

(9-17-02) (Rev 1-17-12)

300, 340, 450, 1000, 1530, 1540, 1550

SP3 R30

**Description**

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

**Materials**

Refer to Division 10 of the *2012 Standard Specifications*.

**Item**

Flowable Fill

**Section**

1000-6

**Construction Methods**

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

**Measurement and Payment**

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

Payment will be made under:

**Pay Item**

Flowable Fill

**Pay Unit**

Cubic Yard

**ASPHALT PAVEMENTS - SUPERPAVE:**

(6-19-12) (Rev. 1-19-16)

605, 609, 610, 650

SP6 R01

Revise the *2012 Standard Specifications* as follows:

**Page 6-3, Article 605-7, APPLICATION RATES AND TEMPERATURES**, replace this article, including Table 605-1, with the following:

Apply tack coat uniformly across the existing surface at target application rates shown in Table 605-1.

Existing Surface	Target Rate (gal/sy)
	Emulsified Asphalt
New Asphalt	0.04 ± 0.01
Oxidized or Milled Asphalt	0.06 ± 0.01
Concrete	0.08 ± 0.01

Apply tack coat at a temperature within the ranges shown in Table 605-2. Tack coat shall not be overheated during storage, transport or at application.

Asphalt Material	Temperature Range
Asphalt Binder, Grade PG 64-22	350 - 400°F
Emulsified Asphalt, Grade RS-1H	130 - 160°F
Emulsified Asphalt, Grade CRS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-1H	130 - 160°F
Emulsified Asphalt, Grade HFMS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-2	130 - 160°F

**Page 6-7, Article 609-3, FIELD VERIFICATION OF MIXTURE AND JOB MIX FORMULA ADJUSTMENTS**, lines 35-37, delete the second sentence of the second paragraph.

**Page 6-18, Article 610-1 DESCRIPTION**, lines 40-41, delete the last sentence of the last paragraph.

**Page 6-19, Subarticle 610-3(A), Mix Design-General**, line 5, add the following as the first paragraph:

Warm mix asphalt (WMA) is allowed for use at the Contractor's option in accordance with the NCDOT Approved Products List for WMA Technologies available at:

**<https://connect.ncdot.gov/resources/Materials/MaterialsResources/Warm%20Mix%20Asphalt%20Approved%20List.pdf>**

**Page 6-20, Subarticle 610-3(C), Job Mix Formula (JMF)**, lines 47-48, replace the last sentence of the third paragraph with the following:

The JMF mix temperature shall be within the ranges shown in Table 610-1 unless otherwise approved.

**Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF)**, replace Table 610-1 with the following:

<b>TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT</b>	
<b>Binder Grade</b>	<b>JMF Mix Temperature</b>
PG 58-28; PG 64-22	250 - 290°F
PG 70-22	275- 305°F
PG 76-22	300- 325°F

**Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF)**, lines 1-2, in the first sentence of the first paragraph, delete “and compaction”. Lines 4-7, delete the second paragraph and replace with the following:

When RAS is used, the JMF mix temperature shall be established at 275°F or higher.

**Page 6-22, Article 610-4, WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES**, lines 15-17, replace the second sentence of the first paragraph with the following:

Do not place asphalt material when the air or surface temperatures, measured at the location of the paving operation away from artificial heat, do not meet Table 610-5.

**Page 6-23, Article 610-4, WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES**, replace Table 610-5 with the following:

<b>TABLE 610-5 PLACEMENT TEMPERATURES FOR ASPHALT</b>	
<b>Asphalt Concrete Mix Type</b>	<b>Minimum Surface and Air Temperature</b>
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, S9.5B	40°F <sup>A</sup>
S9.5C, S12.5C	45°F <sup>A</sup>
S9.5D, S12.5D	50°F

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

**Page 6-23, Subarticle 610-5(A), General, lines 33-34,** replace the last sentence of the third paragraph with the following:

Produce the mixture at the asphalt plant within  $\pm 25$  °F of the JMF mix temperature. The temperature of the mixture, when discharged from the mixer, shall not exceed 350°F.

**Page 6-26, Article 610-7, HAULING OF ASPHALT MIXTURE, lines 22-23,** in the fourth sentence of the first paragraph replace “so as to overlap the top of the truck bed and” with “to”. Line 28, in the last paragraph, replace “+15 °F to -25 °F of the specified JMF temperature.” with “ $\pm 25$  °F of the specified JMF mix temperature.”

**Page 6-26, Article 610-8, SPREADING AND FINISHING, line 34,** add the following new paragraph:

As referenced in Section 9.6.3 of the *HMA/QMS Manual*, use the automatic screed controls on the paver to control the longitudinal profile. Where approved by the Engineer, the Contractor has the option to use either a fixed or mobile string line.

**Page 6-29, Article 610-13, FINAL SURFACE TESTING AND ACCEPTANCE, line 39,** add the following after the first sentence in the first paragraph:

Smoothness acceptance testing using the inertial profiler is not required on ramps, loops and turn lanes.

**Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 15-16,** replace the fourth sentence of the fourth paragraph with the following:

The interval at which relative profile elevations are reported shall be 2”.

**Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 25-28,** replace the ninth paragraph with the following:

Operate the profiler at any speed as per the manufacturer’s recommendations to collect valid data.

**Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 30-31,** delete the third sentence of the tenth paragraph.

**Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 11-13,** replace the first sentence of the third paragraph with the following:

After testing, transfer the profile data from the profiler portable computer’s hard drive to a write once storage media (Flash drive, USB, DVD-R or CD-R) or electronic media approved by the Engineer.

**Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 17-18,** replace the first sentence of the fourth paragraph with the following:



Submit a report with the documentation and electronic data of the evaluation for each section to the Engineer within 10 days after completion of the smoothness testing. The report shall be in the tabular format for each 0.10 segment or a portion thereof with a summary of the MRI values and the localized roughness areas including corresponding project station numbers or acceptable reference points. Calculate the pay adjustments for all segments in accordance with the formulas in Sections (1) and (2) shown below. The Engineer shall review and approval all pay adjustments unless corrective action is required.

**Page 6-31, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 36-37**, replace the third paragraph with the following:

The price adjustment will apply to each 0.10-mile section or prorated for a portion thereof, based on the Mean Roughness Index (MRI), the average IRI values from both wheel paths.

**Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, lines 12-16**, replace the first paragraph with the following:

Areas of localized roughness shall be identified through the “Smoothness Assurance Module (SAM)” provided in the ProVAL software. Use the SAM report to optimize repair strategies by analyzing the measurements from profiles collected using inertial profilers. The ride quality threshold for localized roughness shall be 165 in/mile for any sections that are 15 ft. to 100 ft. in length at the continuous short interval of 25 ft. Submit a continuous roughness report to identify each section with project station numbers or reference points outside the threshold and identify all localized roughness, with the signature of the Operator included with the submitted IRI trace and electronic files.

**Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, line 21**, add the following new paragraph:

If the Engineer does not require corrective action, the pay adjustment for each area of localized roughness shall be based on the following formula:

$$PA = (165 - LR\#) 5$$

Where:

PA	=	Pay Adjustment (dollars)
LR#	=	The Localized Roughness number determined from SAM report for the ride quality threshold

**Page 6-41, Subarticle 650-3(B), Mix Design Criteria**, replace Table 650-1 with the following:

<b>TABLE 650-1 OGAFC GRADATION CRITERIA</b>			
<i>Sieve Size (mm)</i>	<i>Type FC-1</i>	<i>Type FC-1 Modified</i>	<i>Type FC-2 Modified</i>
19.0	-	-	100
12.5	100	100	80 - 100
9.50	75 - 100	75 - 100	55 - 80
4.75	25 - 45	25 - 45	15 - 30
2.36	5 - 15	5 - 15	5 - 15
0.075	1.0 - 3.0	1.0 - 3.0	2.0 - 4.0

**ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:**

(11-21-00) (Rev. 7-17-12)

609

SP6 R15

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

Asphalt Concrete Base Course	Type B 25.0__	4.4%
Asphalt Concrete Intermediate Course	Type I 19.0__	4.8%
Asphalt Concrete Surface Course	Type S 4.75A	6.8%
Asphalt Concrete Surface Course	Type SA-1	6.8%
Asphalt Concrete Surface Course	Type SF 9.5A	6.7%
Asphalt Concrete Surface Course	Type S 9.5__	6.0%
Asphalt Concrete Surface Course	Type S 12.5__	5.6%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the *2012 Standard Specifications*.

**ASPHALT PLANT MIXTURES:**

(7-1-95)

609

SP6 R20

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

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

(11-21-00)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2012 Standard Specifications*.

The base price index for asphalt binder for plant mix is \$ **332.86** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **June 1, 2016**.

**FINAL SURFACE TESTING NOT REQUIRED:**

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

610

SP6 R45

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

**DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:**

(6-15-10) (Rev. 8-16-11)

848

SP8 R126

**Description**

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the *2012 Standard Specifications*, plan details, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and this provision.

**Materials**

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the *2012 Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the *2012 Standard Specifications*.
- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *2012 Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and

contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the *2012 Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

### **Construction Methods**

- (A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *2012 Standard Specifications*.
- (B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer's recommendations.

### **Measurement and Payment**

Detectable Warnings installed for construction of proposed curb ramps will not be paid for separately. Such payment will be included in the price bid for *Concrete Curb Ramps*.

### **STREET SIGNS AND MARKERS AND ROUTE MARKERS:**

(7-1-95)

900

SP9 R02

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Contractor shall be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

No direct payment will be made for relocating, reinstalling, and/or stockpiling the street signs and markers and route markers as such work shall be considered incidental to other work being paid for by the various items in the contract.

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

(1-17-12) (Rev. 5-19-15)

9, 14, 17

SP9 R05

**Description**

Foundations for metal poles include foundations for signals, cameras, overhead and dynamic message signs (DMS) and high mount and low level light standards supported by metal poles or upright trusses. Foundations consist of footings with pedestals and drilled piers with or without grade beams or wings. Anchor rod assemblies consist of anchor rods (also called anchor bolts) with nuts and washers on the exposed ends of rods and nuts and a plate or washers on the other ends of rods embedded in the foundation.

Construct concrete foundations with the required resistances and dimensions and install anchor rod assemblies in accordance with the contract and accepted submittals. Construct drilled piers consisting of cast-in-place reinforced concrete cylindrical sections in excavated holes. Provide temporary casings or polymer slurry as needed to stabilize drilled pier excavations. Use a prequalified Drilled Pier Contractor to construct drilled piers for metal poles. Define “excavation” and “hole” as a drilled pier excavation and “pier” as a drilled pier.

This provision does not apply to materials and anchor rod assemblies for standard foundations for low level light standards. See Section 1405 of the *2012 Standard Specifications* and Standard Drawing No. 1405.01 of the *2012 Roadway Standard Drawings* for materials and anchor rod assemblies for standard foundations. For construction of standard foundations for low level light standards, standard foundations are considered footings in this provision.

This provision does not apply to foundations for signal pedestals; see Section 1743 of the *2012 Standard Specifications* and Standard Drawing No. 1743.01 of the *2012 Roadway Standard Drawings*.

**Materials**

Refer to the *2012 Standard Specifications*.

<b>Item</b>	<b>Section</b>
Conduit	1091-3
Grout, Type 2	1003
Polymer Slurry	411-2(B)
Portland Cement Concrete	1000
Reinforcing Steel	1070
Rollers and Chairs	411-2(C)
Temporary Casings	411-2(A)

Provide Type 3 material certifications in accordance with Article 106-3 of the *2012 Standard Specifications* for conduit, rollers, chairs and anchor rod assemblies. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign

materials. Load, transport, unload and store foundation and anchor rod assembly materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

Use conduit type in accordance with the contract. Use Class A concrete for footings and pedestals, Class Drilled Pier concrete for drilled piers and Class AA concrete for grade beams and wings including portions of drilled piers above bottom of wings elevations. Corrugated temporary casings may be accepted at the discretion of the Engineer. A list of approved polymer slurry products is available from:

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

Provide anchor rod assemblies in accordance with the contract consisting of the following:

- (A) Straight anchor rods,
- (B) Heavy hex top and leveling nuts and flat washers on exposed ends of rods, and
- (C) Nuts and either flat plates or washers on the other ends of anchor rods embedded in foundations.

Do not use lock washers. Use steel anchor rods, nuts and washers that meet ASTM F1554 for Grade 55 rods and Grade A nuts. Use steel plates and washers embedded in concrete with a thickness of at least 1/4". Galvanize anchor rods and exposed nuts and washers in accordance with Article 1076-4 of the *2012 Standard Specifications*. It is not necessary to galvanize nuts, plates and washers embedded in concrete.

### **Construction Methods**

Install the required size and number of conduits in foundations in accordance with the plans and accepted submittals. Construct top of piers, footings, pedestals, grade beams and wings flat, level and within 1" of elevations shown in the plans or approved by the Engineer. Provide an Ordinary Surface finish in accordance with Subarticle 825-6(B) of the *2012 Standard Specifications* for portions of foundations exposed above finished grade. Do not remove anchor bolt templates or pedestal or grade beam forms or erect metal poles or upright trusses onto foundations until concrete attains a compressive strength of at least 3,000 psi.

- (A) Drilled Piers

Before starting drilled pier construction, hold a predrill meeting to discuss the installation, monitoring and inspection of the drilled piers. Schedule this meeting after the Drilled Pier Contractor has mobilized to the site. The Resident or Division Traffic Engineer, Contractor and Drilled Pier Contractor Superintendent will attend this predrill meeting.

Do not excavate holes, install piles or allow equipment wheel loads or vibrations within 20 ft of completed piers until 16 hours after Drilled Pier concrete reaches initial set.

Check for correct drilled pier alignment and location before beginning drilling. Check plumbness of holes frequently during drilling.

Construct drilled piers with the minimum required diameters shown in the plans. Install piers with tip elevations no higher than shown in the plans or approved by the Engineer.

Excavate holes with equipment of the sizes required to construct drilled piers. Depending on the subsurface conditions encountered, drilling through rock and boulders may be required. Do not use blasting for drilled pier excavations.

Contain and dispose of drilling spoils and waste concrete as directed and in accordance with Section 802 of the *2012 Standard Specifications*. Drilling spoils consist of all materials and fluids removed from excavations.

If unstable, caving or sloughing materials are anticipated or encountered, stabilize holes with temporary casings and/or polymer slurry. Do not use telescoping temporary casings. If it becomes necessary to replace a temporary casing during drilling, backfill the excavation, insert a larger casing around the casing to be replaced or stabilize the excavation with polymer slurry before removing the temporary casing.

If temporary casings become stuck or the Contractor proposes leaving casings in place, temporary casings should be installed against undisturbed material. Unless otherwise approved, do not leave temporary casings in place for mast arm poles and cantilever signs. The Engineer will determine if casings may remain in place. If the Contractor proposes leaving temporary casings in place, do not begin drilling until a casing installation method is approved.

Use polymer slurry and additives to stabilize holes in accordance with the slurry manufacturer's recommendations. Provide mixing water and equipment suitable for polymer slurry. Maintain polymer slurry at all times so slurry meets Table 411-3 of the *2012 Standard Specifications* except for sand content.

Define a "sample set" as slurry samples collected from mid-height and within 2 ft of the bottom of holes. Take sample sets from excavations to test polymer slurry immediately after filling holes with slurry, at least every 4 hours thereafter and immediately before placing concrete. Do not place Drilled Pier concrete until both slurry samples from an excavation meet the required polymer slurry properties. If any slurry test results do not meet the requirements, the Engineer may suspend drilling until both samples from a sample set meet the required slurry properties.

Remove soft and loose material from bottom of holes using augers to the satisfaction of the Engineer. Assemble rebar cages and place cages and Drilled Pier concrete in accordance with Subarticle 411-4(E) of the *2012 Standard Specifications* except for the following:

- (1) Inspections for tip resistance and bottom cleanliness are not required,

- (2) Temporary casings may remain in place if approved, and
- (3) Concrete placement may be paused near the top of pier elevations for anchor rod assembly installation and conduit placement or
- (4) If applicable, concrete placement may be stopped at bottom of grade beam or wings elevations for grade beam or wing construction.

If wet placement of concrete is anticipated or encountered, do not place Drilled Pier concrete until a concrete placement procedure is approved. If applicable, temporary casings and fluids may be removed when concrete placement is paused or stopped in accordance with the exceptions above provided holes are stable. Remove contaminated concrete from exposed Drilled Pier concrete after removing casings and fluids. If holes are unstable, do not remove temporary casings until a procedure for placing anchor rod assemblies and conduit or constructing grade beams or wings is approved.

Use collars to extend drilled piers above finished grade. Remove collars after Drilled Pier concrete sets and round top edges of piers.

If drilled piers are questionable, pile integrity testing (PIT) and further investigation may be required in accordance with Article 411-5 of the *2012 Standard Specifications*. A drilled pier will be considered defective in accordance with Subarticle 411-5(D) of the *2012 Standard Specifications* and drilled pier acceptance is based in part on the criteria in Article 411-6 of the *2012 Standard Specifications* except for the top of pier tolerances in Subarticle 411-6(C) of the *2012 Standard Specifications*.

If a drilled pier is under further investigation, do not grout core holes, backfill around the pier or perform any work on the drilled pier until the Engineer accepts the pier. If the drilled pier is accepted, dewater and grout core holes and backfill around the pier with approved material to finished grade. If the Engineer determines a pier is unacceptable, remediation is required in accordance with Article 411-6 of the *2012 Standard Specifications*. No extension of completion date or time will be allowed for remediation of unacceptable drilled piers or post repair testing.

Permanently embed a plate in or mark top of piers with the pier diameter and depth, size and number of vertical reinforcing bars and the minimum compressive strength of the concrete mix at 28 days.

(B) Footings, Pedestals, Grade Beams and Wings

Excavate as necessary for footings, grade beams and wings in accordance with the plans, accepted submittals and Section 410 of the *2012 Standard Specifications*. If unstable, caving or sloughing materials are anticipated or encountered, shore foundation excavations as needed with an approved method. Notify the Engineer when foundation excavation is complete. Do not place concrete or reinforcing steel until excavation dimensions and foundation material are approved.



Construct cast-in-place reinforced concrete footings, pedestals, grade beams and wings with the dimensions shown in the plans and in accordance with Section 825 of the *2012 Standard Specifications*. Use forms to construct portions of pedestals and grade beams protruding above finished grade. Provide a chamfer with a 3/4" horizontal width for pedestal and grade beam edges exposed above finished grade. Backfill and fill in accordance with Article 410-8 of the *2012 Standard Specifications*. Proper compaction around footings and wings is critical for foundations to resist uplift and torsion forces. Place concrete against undisturbed soil and do not use forms for standard foundations for low level light standards.

(C) Anchor Rod Assemblies

Size anchor rods for design and the required projection above top of foundations. Determine required anchor rod projections from nut, washer and base plate thicknesses, the protrusion of 3 to 5 anchor rod threads above top nuts after tightening and the distance of one nut thickness between top of foundations and bottom of leveling nuts.

Protect anchor rod threads from damage during storage and installation of anchor rod assemblies. Before placing anchor rods in foundations, turn nuts onto and off rods past leveling nut locations. Turn nuts with the effort of one workman using an ordinary wrench without a cheater bar. Report any thread damage to the Engineer that requires extra effort to turn nuts.

Arrange anchor rods symmetrically about center of base plate locations as shown in the plans. Set anchor rod elevations based on required projections above top of foundations. Securely brace and hold rods in the correct position, orientation and alignment with a steel template. Do not weld to reinforcing steel, temporary casings or anchor rods.

Install top and leveling (bottom) nuts, washers and the base plate for each anchor rod assembly in accordance with the following procedure:

- (1) Turn leveling nuts onto anchor rods to a distance of one nut thickness between the top of foundation and bottom of leveling nuts. Place washers over anchor rods on top of leveling nuts.
- (2) Determine if nuts are level using a flat rigid template on top of washers. If necessary, lower leveling nuts to level the template in all directions or if applicable, lower nuts to tilt the template so the metal pole or upright truss will lean as shown in the plans. If leveling nuts and washers are not in full contact with the template, replace washers with galvanized beveled washers.
- (3) Verify the distance between the foundation and leveling nuts is no more than one nut thickness.
- (4) Place base plate with metal pole or upright truss over anchor rods on top of washers. High mount luminaires may be attached before erecting metal poles but do not attach cables, mast arms or trusses to metal poles or upright trusses at this time.

- (5) Place washers over anchor rods on top of base plate. Lubricate top nut bearing surfaces and exposed anchor rod threads above washers with beeswax, paraffin or other approved lubricant.
- (6) Turn top nuts onto anchor rods. If nuts are not in full contact with washers or washers are not in full contact with the base plate, replace washers with galvanized beveled washers.
- (7) Tighten top nuts to snug-tight with the full effort of one workman using a 12" wrench. Do not tighten any nut all at once. Turn top nuts in increments. Follow a star pattern cycling through each nut at least twice.
- (8) Repeat (7) for leveling nuts.
- (9) Replace washers above and below the base plate with galvanized beveled washers if the slope of any base plate face exceeds 1:20 (5%), any washer is not in firm contact with the base plate or any nut is not in firm contact with a washer. If any washers are replaced, repeat (7) and (8).
- (10) With top and leveling nuts snug-tight, mark each top nut on a corner at the intersection of 2 flats and a corresponding reference mark on the base plate. Mark top nuts and base plate with ink or paint that is not water-soluble. Use the turn-of-nut method for pretensioning. Do not pretension any nut all at once. Turn top nuts in increments for a total turn that meets the following nut rotation requirements:

<b>NUT ROTATION REQUIREMENTS (Turn-of-Nut Pretensioning Method)</b>	
<b>Anchor Rod Diameter, inch</b>	<b>Requirement</b>
$\leq 1 \frac{1}{2}$	1/3 turn (2 flats)
$> 1 \frac{1}{2}$	1/6 turn (1 flat)

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

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

<b>TORQUE REQUIREMENTS</b>	
<b>Anchor Rod Diameter, inch</b>	<b>Requirement, ft-lb</b>
7/8	180
1	270
1 1/8	380
1 1/4	420
$\geq 1 \frac{1}{2}$	600

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

- (13) Do not grout under base plate.

**Measurement and Payment**

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

No payment will be made for temporary casings that remain in drilled pier excavations. No payment will be made for PIT. No payment will be made for further investigation of defective piers. Further investigation of piers that are not defective will be paid as extra work in accordance with Article 104-7 of the *2012 Standard Specifications*. No payment will be made for remediation of unacceptable drilled piers or post repair testing.

**MATERIALS:**

(2-21-12) (Rev. 3-15-16)

1000, 1002, 1005, 1016, 1018, 1024, 1050, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:

**Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10,** replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

**Page 10-1, Article 1000-1, DESCRIPTION, line 14,** add the following:

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

**Page 10-1, Article 1000-2, MATERIALS, line 16; Page 10-8, Subarticle 1000-7(A), Materials, line 8; and Page 10-18, Article 1002-2, MATERIALS, line 9,** add the following to the table of item references:

<b>Item</b>	<b>Section</b>
Type IL Blended Cement	1024-1

**Page 10-1, Subarticle 1000-3(A), Composition and Design, lines 25-27,** replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced.

**Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21,** delete the third paragraph through the sixth paragraph beginning with “If any change is made to the mix design, submit...” through “...(applies to a decrease only).”

Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
<i>Units</i>	<i>psi</i>					<i>inch</i>	<i>inch</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	1.5 machine-placed 2.5 hand-placed	4	508	-	545	-
Sand Light-weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flowable	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flowable	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2, replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.

Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.

**Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31,** delete the second sentence of the third paragraph.

**Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30,** add the following at the end of Section 1002:

**(H) Handling and Storing Test Panels**

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

<b>TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE</b>													
<b>Percentage of Total by Weight Passing</b>													
<b>Std. Size #</b>	<b>2"</b>	<b>1 1/2"</b>	<b>1"</b>	<b>3/4"</b>	<b>1/2"</b>	<b>3/8"</b>	<b>#4</b>	<b>#8</b>	<b>#10</b>	<b>#16</b>	<b>#40</b>	<b>#200</b>	<b>Remarks</b>
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, Str. Conc. Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains,
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12B	Maintenance Stabilization
Lightweight	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

- A. See Subarticle 1005-4(A).
- B. See Subarticle 1005-4(B).
- C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

**Page 10-39, Article 1016-3, CLASSIFICATIONS , lines 27-32, replace with the following:**

Select material is clean, unweathered durable, blasted rock material obtained from an approved source. While no specific gradation is required, the below criteria will be used to evaluate the materials for visual acceptance by the Engineer:

- (A) At least 50% of the rock has a diameter of from 1.5 ft to 3 ft,
- (B) 30% of the rock ranges in size from 2” to 1.5 ft in diameter, and
- (C) Not more than 20% of the rock is less than 2” in diameter. No rippable rock will be permitted.

**Page 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL, under second column in both tables, replace second row with the following:**

Acceptable, but not to be used in the top 3 ft of embankment or backfill

**Page 10-46, Article 1024-1, PORTLAND CEMENT, line 33, add the following as the ninth paragraph:**

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content is limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Subarticle 1000-4(I) for Portland cement. For mixes that contain cement with alkali content between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

**Page 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE, replace with the following:**

<b>TABLE 1024-1 POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE</b>	
<b>Pozzolan</b>	<b>Rate</b>
Class F Fly Ash	20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced

**Page 10-47, Subarticle 1024-3(B), Approved Sources, lines 16-18, replace the second sentence of the second paragraph with the following:**



Tests shall be performed by AASHTO's designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

**Page 10-65, Article 1050-1, GENERAL, line 41,** replace the first sentence with the following:

All fencing material and accessories shall meet Section 106.

**Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11,** replace the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lb.) will be required only when noted on the design documents.

**Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE,** replace with the following:

<b>TABLE 1078-1 REQUIREMENTS FOR CONCRETE</b>		
<b>Property</b>	<b>28 Day Design Compressive Strength 6,000 psi or less</b>	<b>28 Day Design Compressive Strength greater than 6,000 psi</b>
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

**Page 10-151, Article 1080-4, INSPECTION AND SAMPLING, lines 18-22,** replace (B), (C) and (D) with the following:

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

**Page 10-161, Subarticle 1081-1(A), Classifications, lines 29-33**, delete first 3 sentences of the description for Type 2 and replace with the following:

**Type 2** - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

**Page 10-162, Subarticle 1081-1(A), Classifications, lines 4-7**, delete the second and third sentences of the description for Type 3A. **Lines 16-22**, delete Types 6A, 6B and 6C.

**Page 10-162, Subarticle 1081-1(B), Requirements, lines 26-30**, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-163, Table 1081-1, PROPERTIES OF MIXED EPOXY RESIN SYSTEMS, replace with the following:

TABLE 1081-1 PROPERTIES OF MIXED EPOXY RESIN SYSTEMS							
Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

Page 10-164, Subarticle 1081-1(E), Prequalification, lines 31-33, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

**Page 10-164, Subarticle 1081-1(E)(3), line 37**, replace with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

**Page 10-165, Subarticle 1081-1(E)(6), line 1**, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

**Page 10-165, Subarticle 1081-1(E), Prequalification, line 9-10**, delete the second sentence of the last paragraph.

**Page 10-165, Subarticle 1081-1(F), Acceptance, line 14**, in the first sentence of the first paragraph replace “Type 1” with “Type 3”.

**Page 10-169, Subarticle 1081-3(G), Anchor Bolt Adhesives**, delete this subarticle.

**Page 10-170, Article 1081-3, HOT BITUMEN, line 9**, add the following at the end of Section 1081:

#### **1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS**

##### **(A) General**

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

##### **(B) Classification**

The types of epoxies and their uses are as shown below:

**Type I** – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

**Type II** – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

**Type III** – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

**Type IV** – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

##### **(C) Requirements**

Epoxies shall conform to the requirements set forth in AASHTO M 237.

##### **(D) Prequalification**

Refer to Subarticle 1081-1(E).

##### **(E) Acceptance**

Refer to Subarticle 1081-1(F).

**Page 10-173, Article 1084-2, STEEL SHEET PILES, lines 37-38**, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required

by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

**Page 10-174, Subarticle 1086-1(B)(1), Epoxy, lines 18-24,** replace with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer’s recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer’s recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer’s recommendations whichever is more stringent.

**Page 10-175, Subarticle 1086-2(E), Epoxy Adhesives, line 27,** replace “Section 1081” with “Article 1081-4”.

**Page 10-177, Subarticle 1086-3(E), Epoxy Adhesives, line 22,** replace “Section 1081” with “Article 1081-4”.

**Page 10-179, Subarticle 1087-4(A), Composition, lines 39-41,** replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

**Page 10-180, Subarticle 1087-4(B), Physical Characteristics, line 8,** replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

**Page 10-181, Subarticle 1087-7(A), Intermixed and Drop-on Glass Beads, line 24,** add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

**HIGH STRENGTH CONCRETE FOR DRIVEWAYS:**

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

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the *2012 Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *2012 Standard Specifications*.

**SELECT MATERIAL, CLASS III, TYPE 3:**

(1-17-12)

1016, 1044

SP10 R05

Revise the *2012 Standard Specifications* as follows:

**Page 10-39, Article 1016-3, CLASS III**, add the following after line 14:

**Type 3 Select Material**

Type 3 select material is a natural or manufactured fine aggregate material meeting the following gradation requirements and as described in Sections 1005 and 1006:

Percentage of Total by Weight Passing							
3/8"	#4	#8	#16	#30	#50	#100	#200
100	95-100	65-100	35-95	15-75	5-35	0-25	0-8

**Page 10-39, Article 1016-3, CLASS III, line 15**, replace “either type” with “Type 1, Type 2 or Type 3”.

**Page 10-62, Article 1044-1, line 36**, delete the sentence and replace with the following:

Subdrain fine aggregate shall meet Class III select material, Type 1 or Type 3.

**Page 10-63, Article 1044-2, line 2**, delete the sentence and replace with the following:

Subdrain coarse aggregate shall meet Class V select material.

**SHOULDER AND SLOPE BORROW:**

(3-19-13)

1019

SP10 R10

Use soil in accordance with Section 1019 of the *2012 Standard Specifications*. Use soil consisting of loose, friable, sandy material with a PI greater than 6 and less than 25 and a pH ranging from 5.5 to 7.0.

Soil with a pH ranging from 4.0 to 5.5 will be accepted without further testing if additional limestone is provided in accordance with the application rates shown in Table 1019-1A. Soil type is identified during the soil analysis. Soils with a pH above 7.0 require acidic amendments to be

added. Submit proposed acidic amendments to the Engineer for review and approval. Soils with a pH below 4.0 or that do not meet the PI requirements shall not be used.

<b>pH TEST RESULT</b>	<b>Sandy Soils Additional Rate (lbs. / Acre)</b>	<b>Silt Loam Soils Additional Rate (lbs. / Acre)</b>	<b>Clay Loam Soils Additional Rate (lbs. / Acre)</b>
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

Note: Limestone application rates shown in this table are in addition to the standard rate of 4000 lbs. / acre required for seeding and mulching.

No direct payment will be made for providing additional lime or acidic amendments for Ph adjustment.

**GROUT PRODUCTION AND DELIVERY:**

(3-17-15)

1003

SP10 R20

Revise the *2012 Standard Specifications* as follows:

Replace Section 1003 with the following:

**SECTION 1003  
GROUT PRODUCTION AND DELIVERY**

**1003-1 DESCRIPTION**

This section addresses cement grout to be used for structures, foundations, retaining walls, concrete barriers, embankments, pavements and other applications in accordance with the contract. Produce non-metallic grout composed of Portland cement and water and at the Contractor's option or as required, aggregate and pozzolans. Include chemical admixtures as required or needed. Provide sand cement or neat cement grout as required. Define "sand cement grout" as grout with only fine aggregate and "neat cement grout" as grout without aggregate.

The types of grout with their typical uses are as shown below:

**Type 1** – A cement grout with only a 3-day strength requirement and a fluid consistency that is typically used for filling subsurface voids.

**Type 2** – A nonshrink grout with strength, height change and flow conforming to ASTM C1107 that is typically used for foundations, ground anchors and soil nails.

**Type 3** – A nonshrink grout with high early strength and freeze-thaw durability requirements that is typically used in pile blockouts, grout pockets, shear keys, dowel holes and recesses for concrete barriers and structures.

**Type 4** – A neat cement grout with low strength, a fluid consistency and high fly ash content that is typically used for slab jacking.

**Type 5** – A low slump, low mobility sand cement grout with minimal strength that is typically used for compaction grouting.

### **1003-2 MATERIALS**

Refer to Division 10.

<b>Item</b>	<b>Section</b>
Chemical Admixtures	1024-3
Fine Aggregate	1014-1
Fly Ash	1024-5
Ground Granulated Blast Furnace Slag	1024-6
Portland Cement	1024-1
Silica Fume	1024-7
Water	1024-4

Do not use grout that contains soluble chlorides or more than 1% soluble sulfate. At the Contractor's option, use an approved packaged grout instead of the materials above except for water. Use packaged grouts that are on the NCDOT Approved Products List.

Use admixtures for grout that are on the NCDOT Approved Products List or other admixtures in accordance with Subarticle 1024-3(E) except do not use concrete additives or unclassified or other admixtures in Type 4 or 5 grout. Use Class F fly ash for Type 4 grout and Type II Portland cement for Type 5 grout.

Use well graded rounded aggregate with a gradation, liquid limit (LL) and plasticity index (PI) that meet Table 1003-1 for Type 5 grout. Fly ash may be substituted for a portion of the fines in the aggregate. Do not use any other pozzolans in Type 5 grout.



**TABLE 1003-1  
AGGREGATE REQUIREMENTS FOR TYPE 5 GROUT**

<b>Gradation</b>		<b>Maximum Liquid Limit</b>	<b>Maximum Plasticity Index</b>
<b>Sieve Designation per AASHTO M 92</b>	<b>Percentage Passing (% by weight)</b>		
3/8"	100	N/A	N/A
No. 4	70 – 95		
No. 8	50 – 90		
No. 16	30 – 80		
No. 30	25 – 70		
No. 50	20 – 50		
No. 100	15 – 40	25	10
No. 200	10 – 30		

### **1003-3 COMPOSITION AND DESIGN**

When using an approved packaged grout, a grout mix design submittal is not required. Otherwise, submit proposed grout mix designs for each grout mix to be used in the work. Mixes for all grout shall be designed by a Certified Concrete Mix Design Technician or an Engineer licensed by the State of North Carolina. Mix proportions shall be determined by a testing laboratory approved by the Department. Base grout mix designs on laboratory trial batches that meet Table 1003-2 and this section. With permission, the Contractor may use a quantity of chemical admixture within the range shown on the current list of approved admixtures maintained by the Materials and Tests Unit.

Submit grout mix designs in terms of saturated surface dry weights on Materials and Tests Form 312U at least 35 days before proposed use. Adjust batch proportions to compensate for surface moisture contained in the aggregates at the time of batching. Changes in the saturated surface dry mix proportions will not be permitted unless revised grout mix designs have been submitted to the Engineer and approved.

Accompany Materials and Tests Form 312U with a listing of laboratory test results of compressive strength, density and flow or slump and if applicable, aggregate gradation, durability and height change. List the compressive strength of at least three 2" cubes at the age of 3 and 28 days.

The Engineer will review the grout mix design for compliance with the contract and notify the Contractor as to its acceptability. Do not use a grout mix until written notice has been received. Acceptance of the grout mix design or use of approved packaged grouts does not relieve the Contractor of his responsibility to furnish a product that meets the contract. Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on any Department project may be accepted for use on other projects.

Perform laboratory tests in accordance with the following test procedures:

<b>Property</b>	<b>Test Method</b>
Aggregate Gradation <sup>A</sup>	AASHTO T 27
Compressive Strength	AASHTO T 106
Density (Unit Weight)	AASHTO T 121, AASHTO T 133 <sup>B</sup> , ANSI/API RP <sup>C</sup> 13B-1 <sup>B</sup> (Section 4, Mud Balance)
Durability	AASHTO T 161 <sup>D</sup>
Flow	ASTM C939 (Flow Cone)
Height Change	ASTM C1090 <sup>E</sup>
Slump	AASHTO T 119

- A.** Applicable to grout with aggregate.
- B.** Applicable to Neat Cement Grout.
- C.** American National Standards Institute/American Petroleum Institute Recommended Practice.
- D.** Procedure A (Rapid Freezing and Thawing in Water) required.
- E.** Moist room storage required.

#### **1003-4 GROUT REQUIREMENTS**

Provide grout types in accordance with the contract. Use grouts with properties that meet Table 1003-2. The compressive strength of the grout will be considered the average compressive strength test results of three 2" cubes at each age. Make cubes that meet AASHTO T 106 from the grout delivered for the work or mixed on-site. Make cubes at such frequencies as the Engineer may determine and cure them in accordance with AASHTO T 106.

Type of Grout	Minimum Compressive Strength at		Height Change at 28 days	Flow <sup>A</sup> /Slump <sup>B</sup>	Minimum Durability Factor
	3 days	28 days			
1	3,000 psi	–	–	10 – 30 sec	–
2	Table 1 <sup>C</sup>			Fluid Consistency <sup>C</sup>	–
3	5,000 psi	–	0 – 0.2%	Per Accepted Grout Mix Design/ Approved Packaged Grout	80
4 <sup>D</sup>	600 psi	1,500 psi	–	10 – 26 sec	–
5	–	500 psi	–	1 – 3"	–

A. Applicable to Type 1 through 4 grouts.

B. Applicable to Type 5 grout.

C. ASTM C1107.

D. Use Type 4 grout with proportions by volume of 1 part cement and 3 parts fly ash.

### 1003-5 TEMPERATURE REQUIREMENTS

When using an approved packaged grout, follow the manufacturer's instructions for grout and air temperature at the time of placement. Otherwise, the grout temperature at the time of placement shall be not less than 50°F nor more than 90°F. Do not place grout when the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F.

### 1003-6 ELAPSED TIME FOR PLACING GROUT

Agitate grout continuously before placement. Regulate the delivery so the maximum interval between the placing of batches at the work site does not exceed 20 minutes. Place grout before exceeding the times in Table 1003-3. Measure the elapsed time as the time between adding the mixing water to the grout mix and placing the grout.

Air or Grout Temperature, Whichever is Higher	Maximum Elapsed Time	
	No Retarding Admixture Used	Retarding Admixture Used
90°F or above	30 minutes	1 hr. 15 minutes
80°F through 89°F	45 minutes	1 hr. 30 minutes
79°F or below	60 minutes	1 hr. 45 minutes

**1003-7 MIXING AND DELIVERY**

Use grout free of any lumps and undispersed cement. When using an approved packaged grout, mix grout in accordance with the manufacturer's instructions. Otherwise, comply with Articles 1000-8 through 1000-12 to the extent applicable for grout instead of concrete.

**GEOSYNTHETICS:**

(2-16-16)

1056

SP10 R25

Revise the *2012 Standard Specifications* as follows:

Replace Section 1056 with the following:

**SECTION 1056  
GEOSYNTHETICS****1056-1 DESCRIPTION**

Provide geosynthetics for subsurface drainage, separation, stabilization, reinforcement, erosion control, filtration and other applications in accordance with the contract. Use geotextiles, geocomposite drains and geocells that are on the NCDOT Approved Products List. Prefabricated geocomposite drains include sheet, strip and vertical drains (PVDs), i.e., "wick drains" consisting of a geotextile attached to and/or encapsulating a plastic drainage core. Geocells are comprised of ultrasonically welded polymer strips that when expanded form a 3D honeycomb grid that is typically filled with material to support vegetation.

If necessary or required, hold geotextiles and sheet drains in place with new wire staples, i.e., "sod staples" that meet Subarticle 1060-8(D) or new anchor pins. Use steel anchor pins with a diameter of at least 3/16" and a length of at least 18" and with a point at one end and a head at the other end that will retain a steel washer with an outside diameter of at least 1.5".

**1056-2 HANDLING AND STORING**

Load, transport, unload and store geosynthetics so geosynthetics are kept clean and free of damage. Label, ship and store geosynthetics in accordance with Section 7 of AASHTO M 288. Geosynthetics with defects, flaws, deterioration or damage will be rejected. Do not unwrap geosynthetics until just before installation. Do not leave geosynthetics exposed for more than 7 days before covering except for geosynthetics for temporary wall faces and erosion control.

**1056-3 CERTIFICATIONS**

Provide Type 1, Type 2 or Type 4 material certifications in accordance with Article 106-3 for geosynthetics. Define “minimum average roll value” (MARV) in accordance with ASTM D4439. Provide certifications with MARV for geosynthetic properties as required. Test geosynthetics using laboratories accredited by the Geosynthetic Accreditation Institute (GAI) to perform the required test methods. Sample geosynthetics in accordance with ASTM D4354.

**1056-4 GEOTEXTILES**

When required, sew geotextiles together in accordance with Article X1.1.4 of AASHTO M 288. Provide sewn seams with seam strengths meeting the required strengths for the geotextile type and class specified.

Provide geotextile types and classes in accordance with the contract. Geotextiles will be identified by the product name printed directly on the geotextile. When geotextiles are not marked with a product name or marked with only a manufacturing plant identification code, geotextiles will be identified by product labels attached to the geotextile wrapping. When identification is based on labels instead of markings, unwrap geotextiles just before use in the presence of the Engineer to confirm that the product labels on both ends of the outside of the geotextile outer wrapping match the labels affixed to both ends of the inside of the geotextile roll core. Partial geotextile rolls without the product name printed on the geotextile or product labels affixed to the geotextile roll core may not be used.

Use woven or nonwoven geotextiles with properties that meet Table 1056-1. Define “machine direction” (MD) and “cross-machine direction” (CD) in accordance with ASTM D4439.

<b>TABLE 1056-1 GEOTEXTILE REQUIREMENTS</b>						
<b>Property</b>	<b>Requirement</b>					<b>Test Method</b>
	<b>Type 1</b>	<b>Type 2</b>	<b>Type 3<sup>A</sup></b>	<b>Type 4</b>	<b>Type 5<sup>B</sup></b>	
<i>Typical Application</i>	<i>Shoulder Drains</i>	<i>Under Rip Rap</i>	<i>Silt Fence Fabric</i>	<i>Soil Stabilization</i>	<i>Temporary Walls</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD)	Table 1 <sup>D</sup> , Class 3	Table 1 <sup>D</sup> , Class 1	100 lb <sup>C</sup>	Table 1 <sup>D</sup> , Class 3	–	ASTM D4632
Tear Strength (MD & CD)			–			ASTM D4533
Puncture Strength			–			ASTM D6241
Ultimate Tensile Strength (MD & CD)	–	–	–	–	2,400 lb/ft <sup>C</sup> (unless required otherwise in the contract)	ASTM D4595
Permittivity	Table 2 <sup>D</sup> , 15% to 50% <i>in Situ</i> Soil Passing 0.075 mm	Table 6 <sup>D</sup> , 15% to 50% <i>in Situ</i> Soil Passing 0.075mm	Table 7 <sup>D</sup>	Table 5 <sup>D</sup>	0.20 sec <sup>-1.C</sup>	ASTM D4491
Apparent Opening Size					0.60 mm <sup>E</sup>	ASTM D4751
UV Stability (Retained Strength)					70% <sup>C</sup> (after 500 hr of exposure)	ASTM D4355

- A.** Minimum roll width of 36" required.  
**B.** Minimum roll width of 13 ft required.  
**C.** MARV per Article 1056-3.  
**D.** AASHTO M 288.  
**E.** Maximum average roll value.

**1056-5 GEOCOMPOSITE DRAINS**

Provide geocomposite drain types in accordance with the contract and with properties that meet Table 1056-2.

<b>TABLE 1056-2 GEOCOMPOSITE DRAIN REQUIREMENTS</b>				
<b>Property</b>	<b>Requirement</b>			<b>Test Method</b>
	<b>Sheet Drain</b>	<b>Strip Drain</b>	<b>Wick Drain</b>	
Width	≥ 12" (unless required otherwise in the contract)	12" ±1/4"	4" ±1/4"	N/A
In-Plane Flow Rate <sup>A</sup> (with gradient of 1.0 and 24-hour seating period)	6 gpm/ft @ applied normal compressive stress of 10 psi	15 gpm/ft @ applied normal compressive stress of 7.26 psi	1.5 gpm <sup>B</sup> @ applied normal compressive stress of 40 psi	ASTM D4716

**A.** MARV per Article 1056-3.

**B.** Per 4" drain width.

For sheet and strip drains, use accessories (e.g., pipe outlets, connectors, fittings, etc.) recommended by the Drain Manufacturer. Provide sheet and strip drains with Type 1 geotextiles heat bonded or glued to HDPE, polypropylene or high impact polystyrene drainage cores that meet Table 1056-3.

<b>TABLE 1056-3 DRAINAGE CORE REQUIREMENTS</b>			
<b>Property</b>	<b>Requirement (MARV)</b>		<b>Test Method</b>
	<b>Sheet Drain</b>	<b>Strip Drain</b>	
Thickness	1/4"	1"	ASTM D1777 or D5199
Compressive Strength	40 psi	30 psi	ASTM D6364

For wick drains with a geotextile wrapped around a corrugated drainage core and seamed to itself, use drainage cores with an ultimate tensile strength of at least 225 lb per 4" width in accordance with ASTM D4595 and geotextiles with properties that meet Table 1056-4.

Property	Requirement	Test Method
Elongation	≥ 50%	ASTM D4632
Grab Strength	Table 1 <sup>A</sup> , Class 3	ASTM D4632
Tear Strength		ASTM D4533
Puncture Strength		ASTM D6241
Permittivity	0.7 sec <sup>-1</sup> . <sup>B</sup>	ASTM D4491
Apparent Opening Size (AOS)	Table 2 <sup>A</sup> ,	ASTM D4751
UV Stability (Retained Strength)	> 50% <i>in Situ</i> Soil Passing 0.075 mm	ASTM D4355

A. AASHTO M 288.

B. MARV per Article 1056-3.

For wick drains with a geotextile fused to both faces of a corrugated drainage core along the peaks of the corrugations, use wick drains with an ultimate tensile strength of at least 1,650 lb/ft in accordance with ASTM D4595 and geotextiles with a permittivity, AOS and UV stability that meet Table 1056-4.

### 1056-6 GEOCELLS

Geocells will be identified by product labels attached to the geocell wrapping. Unwrap geocells just before use in the presence of the Engineer. Previously opened geocell products will be rejected.

Manufacture geocells from virgin polyethylene resin with no more than 10% rework, also called “regrind”, materials. Use geocells made from textured and perforated HDPE strips with an open area of 10% to 20% and properties that meet Table 1056-5.

Property	Minimum Requirement	Test Method
Cell Depth	4"	N/A
Sheet Thickness	50 mil -5%, +10%	ASTM D5199
Density	58.4 lb/cf	ASTM D1505
Carbon Black Content	1.5%	ASTM D1603 or D4218
ESCR <sup>A</sup>	5000 hr	ASTM D1693
Coefficient of Direct Sliding (with material that meets AASHTO M 145 for soil classification A-2)	0.85	ASTM D5321
Short-Term Seam (Peel) Strength (for 4" seam)	320 lb	USACE <sup>C</sup> Technical Report GL-86-19, Appendix A
Long-Term Seam (Hang) Strength <sup>B</sup> (for 4" seam)	160 lb	



- A. Environmental Stress Crack Resistance.
- B. Minimum test period of 168 hr with a temperature change from 74°F to 130°F in 1-hour cycles.
- C. US Army Corps of Engineers.

Provide geocell accessories (e.g., stakes, pins, clips, staples, rings, tendons, anchors, deadmen, etc.) recommended by the Geocell Manufacturer.

**TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:**

(8-21-12)

1101.02

SP11 R10

Revise the *2012 Roadway Standard Drawings* as follows:

**Drawing No. 1101.02, Sheet 12, TEMPORARY LANE CLOSURES**, replace General Note #11 with the following:

11- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

12- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

**Drawing No. 1101.02, Sheet 13, TEMPORARY LANE CLOSURES**, replace General Note #12 with the following:

12- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

13- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

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

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

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

(5-17-11)

Z-3

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

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

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

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

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

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

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

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

**FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:**

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

Sericea Lespedeza  
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass  
Crownvetch  
Pensacola Bahiagrass  
Creeping Red Fescue

Japanese Millet  
Reed Canary Grass  
Zoysia

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

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

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

(1-17-12) (Rev. 04-21-15)

Z-4

Revise the 2012 *Standard Specifications* as follows:

**Division 2**

**Page 2-7, line 31, Article 215-2 Construction Methods**, replace “Article 107-26” with “Article 107-25”.

**Page 2-17, Article 226-3, Measurement and Payment, line 2**, delete “pipe culverts,”.

**Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:**  
**Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

**Division 3**

**Page 3-1, after line 15, Article 300-2 Materials**, replace “1032-9(F)” with “1032-6(F)”.

**Division 4**

**Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping**, replace “sheet pile” with “reinforcement”.

**Division 6**

**Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments**, replace “30” with “45”.

**Page 6-10, line 42, Subarticle 609-6(C)(2)**, replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

**Page 6-11, Table 609-1 Control Limits**, replace “Max. Spec. Limit” for the Target Source of  $P_{0.075}/P_{be}$  Ratio with “1.0”.

**Page 6-40, Article 650-2 Materials**, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

**Division 7**

**Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT**, line 33, replace “competition” with “completion”.

**Division 8**

**Page 8-23, line 10, Article 838-2 Materials**, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

**Division 10**

**Page 10-166, Article 1081-3 Hot Bitumen**, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

**Division 12**

**Page 12-7, Table 1205-3**, add “FOR THERMOPLASTIC” to the end of the title.

**Page 12-8, Subarticle 1205-5(B), line 13**, replace “Table 1205-2” with “Table 1205-4”.

**Page 12-8, Table 1205-4 and 1205-5**, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

**Page 12-9, Subarticle 1205-6(B), line 21**, replace “Table 1205-4” with “Table 1205-6”.

**Page 12-11, Subarticle 1205-8(C), line 25**, replace “Table 1205-5” with “Table 1205-7”.

**Division 15**

**Page 15-4, Subarticle 1505-3(F) Backfilling, line 26**, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

**Page 15-6, Subarticle 1510-3(B), after line 21**, replace the allowable leakage formula with the following:  $W=LD\sqrt{P} \div 148,000$

**Page 15-6, Subarticle 1510-3(B), line 32**, delete “may be performed concurrently or” and replace with “shall be performed”.

**Page 15-17, Subarticle 1540-3(E), line 27**, delete “Type 1”.

**Division 17**

**Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center**, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation**, replace “1633.01” with “1631.01”.

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

(3-18-03) (Rev. 10-15-13)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.gov/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

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



**STANDARD SPECIAL PROVISION****AWARD OF CONTRACT**

(6-28-77)(Rev 2/16/2016)

Z-6

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

**TITLE VI AND NONDISCRIMINATION****I. Title VI Assurance**

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

**(1) Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **II. Title VI Nondiscrimination Program**

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

### *Nondiscrimination Assurance*

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

### *Obligation*

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT's Title VI Program. The Contractor must ensure that NCDOT's Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is also

responsible for making its subcontractors aware of NCDOT's Discrimination Complaints Process, as follows:

### FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT's programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
  - The date of the alleged act of discrimination; or
  - The date when the person(s) became aware of the alleged discrimination; or
  - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

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

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

**Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

**Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8<sup>th</sup> Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

**Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5<sup>th</sup> Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

**Federal Aviation Administration**, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.
5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.

- 6. Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, paraplegic, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

### **III. Pertinent Nondiscrimination Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, “Required Contract Provisions,” a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

**STANDARD SPECIAL PROVISION****MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

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

**Area 024 31.7%**

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

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

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

**Area 027 24.7%**

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

**Area 028 15.5%**

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

**Area 029 15.7%**

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

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

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

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

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Goals for Female

Participation in Each Trade

(Statewide) 6.9%



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

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

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

**ATTACHMENTS**

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

**I. GENERAL**

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

**II. NONDISCRIMINATION**

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents

thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
    - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - (ii) The classification is utilized in the area by the construction industry; and
    - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
  3. **Payrolls and basic records**
    - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
    - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for

this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs

are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
  - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However,

failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

\* \* \* \* \*

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).



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

\* \* \* \* \*

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

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

\* \* \* \* \*

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

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

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

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

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

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

**Training Classifications**

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

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

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

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

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

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

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

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

**Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

**STANDARD SPECIAL PROVISION**

**NAME CHANGE FOR NCDENR**

(1-19-16)

Z-11

**Description**

Wherever in the 2012 Standard Specifications, Project Special Provisions, Standard Special Provisions, Permits or Plans that reference is made to “NCDENR” or “North Carolina Department of Environment and Natural Resources”, replace with “NCDEQ” or “North Carolina Department of Environmental Quality” respectively, as the case may be.

**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC160101 01/08/2016 NC101**

Z-101

Date: January 8, 2016

General Decision Number: NC160101 01/08/2016 NC101

Superseded General Decision Numbers: NC20150101

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

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

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.15 for calendar year 2016 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number  
0

Publication Date  
01/08/2016

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68	.05
CEMENT MASON/CONCRETE FINISHER	13.93	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19	1.25
IRONWORKER	13.30	
LABORER		
Asphalt Raker and Spreader	12.78	
Asphalt Screed/Jackman	14.50	

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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



## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

**PROJECT SPECIAL PROVISIONS**

**GEOTECHNICAL**

CIP GRAVITY RETAINING WALLS - (3/17/2015)

GT-1.1 - GT-1.3

SEGMENTAL GRAVITY RETAINING WALLS (LRFD) - (3/17/2015)

GT-2.1 - GT-2.5

DocuSigned by:

*Geotechnical Engineering Unit*

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12/16/2015

**CAST-IN-PLACE GRAVITY RETAINING WALLS****(3-17-15)****1.0 GENERAL**

Construct cast-in-place (CIP) gravity retaining walls consisting of CIP concrete supported by and connected to concrete footings. Construct CIP gravity retaining walls based on actual elevations and wall dimensions in accordance with the contract, accepted submittals and if included in the plans, Standard Detail No. 453.01. Define “CIP gravity wall” as a CIP gravity retaining wall.

**2.0 MATERIALS**

Refer to Division 10 of the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Curing Agents	1026
Geotextiles, Type 1	1056
Joint Materials	1028
Masonry	1040
Portland Cement Concrete, Class A	1000
Reinforcing Steel	1070
Subdrain Coarse Aggregate	1044-2
Subdrain Fine Aggregate	1044-1

Use geotextiles and subdrain aggregate for subsurface drainage at weep holes and reinforcing steel for dowels.

**3.0 CIP GRAVITY WALL SURVEYS**

The plans typically show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each CIP gravity wall. Before beginning CIP gravity wall construction, survey existing ground elevations along wall face locations and other elevations in the vicinity of CIP gravity wall locations as needed. For proposed slopes above or below CIP gravity walls, survey existing ground elevations to at least 10 ft beyond slope stake points. Based on these elevations, finished grades and actual CIP gravity wall dimensions and details, submit wall envelopes for acceptance. Use accepted wall envelopes for construction.

**4.0 CONSTRUCTION METHODS**

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

Excavate as necessary for CIP gravity walls in accordance with the plans. Unless required otherwise in the plans, embed bottom of footings at least 2 ft below bottom of walls shown in the plans. If applicable and at the Contractor’s option, use temporary shoring for wall construction instead of temporary slopes to construct CIP gravity walls. Define “temporary

shoring for wall construction” as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor’s convenience.

Notify the Engineer when foundation excavation is complete. Do not place concrete for footings until excavation depth and foundation material are approved.

Construct CIP gravity walls at elevations and with dimensions shown in the plans and in accordance with Section 420 of the *Standard Specifications*. Use dowels for construction joints at top of footings as shown in the plans. Extend top of walls at least 6" above where finished grade intersects back of CIP gravity walls.

Unless required otherwise in the plans, provide a Class 2 surface finish for exposed surfaces of CIP gravity walls that meets Subarticle 420-17(F) of the *Standard Specifications*. Construct wall joints at a spacing of 10 ft to 12 ft unless required otherwise in the plans. Make 1/2" thick expansion joints that meet Article 420-10 of the *Standard Specifications* for every third joint and 1/2" deep grooved contraction or sawed joints that meet Subarticle 825-10(B) or 825-10(E) respectively of the *Standard Specifications* for the remaining joints.

Construct 3" diameter weep holes on 10 ft centers along CIP gravity walls. Provide subsurface drainage at weep holes in accordance with Article 414-8 of the *Standard Specifications*. Exit weep holes just above finished grade and slope holes at 1" per foot through CIP gravity walls so water drains out of front of walls. When single faced precast concrete barrier is required in front of and against CIP gravity walls, extend weep holes through barrier at the same slope.

Do not remove forms or backfill behind CIP gravity walls until concrete attains a compressive strength of at least 2,400 psi. Backfill for CIP gravity walls in accordance with Article 410-8 of the *Standard Specifications*.

If a brick veneer is required, construct brick masonry in accordance with Section 830 of the *Standard Specifications*. Anchor brick veneers to CIP gravity walls with approved brick to concrete type anchors in accordance with the manufacturer’s instructions. Space anchors no more than 16" apart in the vertical direction and no more than 32" apart in the horizontal direction with each row of anchors staggered 16" from the row above and below.

## **5.0 MEASUREMENT AND PAYMENT**

*CIP Gravity Retaining Walls* will be measured and paid in square feet. CIP gravity walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of footing elevations. Define “top of wall” as top of CIP concrete.

The contract unit price for *CIP Gravity Retaining Walls* will be full compensation for providing submittals, labor, tools, equipment and CIP gravity wall materials, excavating, backfilling, hauling and removing excavated materials and supplying concrete, dowels, subsurface drainage, weep holes and any incidentals necessary to construct CIP gravity walls. The contract unit price for *CIP Gravity Retaining Walls* will also be full

compensation for brick veneers, if required.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for *CIP Gravity Retaining Walls*.

The contract unit price for *CIP Gravity Retaining Walls* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with CIP gravity walls as these items will be paid for elsewhere in the contract.

Where it is necessary to provide backfill material from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
CIP Gravity Retaining Walls	Square Foot



DocuSigned by:  
*Scott A. Hidden*  
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12/16/2015

**SEGMENTAL GRAVITY RETAINING WALLS****(3-17-15)****1.0 GENERAL**

Construct segmental gravity retaining walls consisting of segmental retaining wall (SRW) units supported by aggregate footings. Provide cast-in-place concrete slope protection as required. If the plans do not include Standard Detail No. 453.02 or 453.03, design and construct segmental gravity retaining walls based on actual elevations, wall dimensions and batter in accordance with the contract and accepted submittals. Otherwise, construct segmental gravity retaining walls based on actual elevations, wall dimensions and batter in accordance with the contract, accepted submittals and Standard Detail No. 453.02 or 453.03.

Define "block wall" as a segmental gravity retaining wall and "standard block wall" as a block wall that meets a standard segmental gravity retaining wall drawing (Standard Detail No. 453.02 or 453.03). Define "blocks" as SRW units, "cap blocks" as SRW cap units and "Block Vendor" as the vendor licensing the block producer. Define "slope protection" as cast-in-place concrete slope protection.

**2.0 MATERIALS**

Refer to the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Anchor Pins	1056-2
Curing Agents	1026
Geotextiles, Type 2	1056
Joint Filler	1028-1
Portland Cement Concrete, Class B	1000
Segmental Retaining Wall Units	1040-4
Select Material, Class VI	1016
Subsurface Drainage Materials	815-2
Wire Staples	1060-8(D)

Provide Type 2 geotextile for separation geotextiles. Use Class VI select material for No. 57 stone and Class B concrete for slope protection. Provide PVC pipes, fittings, outlet pipes and concrete pads for subsurface drainage materials. For PVC pipes behind block walls, use pipes with perforations that meet AASHTO M 278.

Provide cap blocks that meet the material requirements for blocks. Use blocks from producers approved by the Department and licensed by the Block Vendor. Notify the Engineer of the name and NCDOT ID number of the SRW unit production facility before beginning block production. Unless required otherwise in the plans, provide blocks with a depth (front to back) of at least 12" and cap blocks with a depth of at least 8".

Use approved SRW units for standard block walls. Blocks for standard block walls are approved for either 2 ft or 4 ft maximum design heights with the design height as shown in Standard Detail No. 453.02 or 453.03. The list of approved SRW units with maximum

design heights is available from:

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

Do not mix blocks from different Block Vendors on the same block wall. Damaged blocks with excessive discoloration, chips or cracks as determined by the Engineer will be rejected.

Provide adhesives recommended by the Block Vendor. Store adhesives in accordance with the manufacturer's instructions. Load, transport, unload and store block wall materials so materials are kept clean and free of damage.

### **3.0 PRECONSTRUCTION REQUIREMENTS**

#### **A. Block Wall Surveys**

The plans typically show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each block wall. Before beginning block wall design or construction, survey existing ground elevations along wall face locations and other elevations in the vicinity of block wall locations as needed. For proposed slopes above or below block walls, survey existing ground elevations to at least 10 ft beyond slope stake points. Based on these elevations, finished grades and actual block wall dimensions, details and batter, submit wall envelopes for acceptance. Use accepted wall envelopes for design, if required, and construction.

#### **B. Block Wall Designs**

If the plans do not include Standard Detail No. 453.02 or 453.03, submit 11 copies of working drawings and 3 copies of design calculations and a PDF copy of each for block wall designs at least 30 days before starting block wall construction. Do not begin block wall construction until a design submittal is accepted.

Design block walls in accordance with the plans and Article 11.11 of the *AASHTO LRFD Bridge Design Specifications* unless otherwise required. Neglect material above top of footing for stability computations. Design block walls for the wall batter required by the Block Vendor and clearances shown in the plans. Do not locate blocks or footings outside right-of-way or easement limits.

Use No. 57 stone for aggregate footings beneath blocks. Use 10" thick footings that are continuous at steps and extend at least 6" in front of and at least 9" behind bottom row of blocks. Unless required otherwise in the plans, embed bottom of footings at least 18" below bottom of walls shown in the plans. When noted in the plans, locate a 4" diameter continuous perforated PVC drain pipe in the No. 57 stone in back of footings.

Fill block core spaces with No. 57 stone and between and behind blocks with No. 57 stone for a horizontal distance of at least 12" so stone is continuous in all directions. Assume a unit weight of 100 lb/cf for No. 57 stone. Separation geotextiles are required between No. 57 stone and backfill or natural ground and between stone and overlying fill or pavement section except when concrete pavement, full depth asphalt or cement

treated base is placed directly on stone.

Use cap blocks at top of walls. Step top of walls as shown in the plans and double stack cap blocks at steps so cap blocks are continuous at steps. Extend top of walls 4" to 12" above where finished grade intersects back of blocks or cap blocks. When single faced precast concrete barrier is required in front of and against block walls, fill voids between barrier and wall faces with No. 57 stone.

Submit working drawings and design calculations for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with required resistances, typical sections, No. 57 stone and geotextile locations and details of footings, blocks, cap blocks, etc. If necessary, include details on working drawings for slope protection and obstructions extending through walls or interfering with footings. Submit design calculations for each wall section with different geometry or material parameters. When designing block walls with computer software, a hand calculation is required for the tallest wall section. Provide block wall designs sealed by an engineer licensed in the state of North Carolina.

#### 4.0 CONSTRUCTION METHODS

Control drainage during construction in the vicinity of block walls. Direct run off away from block walls, No. 57 stone and backfill. Contain and maintain stone and backfill and protect material from erosion.

Excavate as necessary for block walls in accordance with the plans and accepted submittals. Notify the Engineer when foundation excavation is complete. Do not place No. 57 stone for footings until excavation dimensions and foundation material are approved.

Construct aggregate footings at elevations and with dimensions shown in the plans and accepted submittals. If a drain is required, install wall drainage systems consisting of drains and outlet components as shown in the plans and accepted submittals and in accordance with Section 815 of the *Standard Specifications*. Compact No. 57 stone for footings with a vibratory compactor to the satisfaction of the Engineer.

Stack blocks with no negative wall batter (wall face leaning forward) so the final wall position is as shown in the plans and accepted submittals. Place blocks with a maximum vertical joint width of 3/8". Stagger blocks to create a running bond by centering blocks over joints in the row below as shown in the plans and accepted submittals. Construct block walls with the following tolerances:

- A. Blocks are level from front to back and between blocks when checked with a 4 ft long level,
- B. Final wall face is within 2" of horizontal and vertical alignment shown in the plans and accepted submittals, and



C. Wall batter is within 2° of batter required by the Block Vendor.

Overlap adjacent separation geotextiles at least 18" at seams and hold geotextiles in place with wire staples or anchor pins as needed. Place No. 57 stone between and behind blocks in 8" to 10" thick lifts. Compact stone with hand operated compaction equipment to the satisfaction of the Engineer. Backfill for block walls behind No. 57 stone in accordance with Article 410-8 of the *Standard Specifications*.

Set cap blocks with a 1/2" to 1-1/2" overhang as shown in the plans and accepted submittals. Place cap blocks using adhesive in accordance with the manufacturer's instructions. Do not place cap blocks if surfaces caps will be attached to are wet or frozen or the air temperature measured at the wall location in the shade away from artificial heat is below 40°F. Before applying adhesive, clean surfaces cap blocks will adhere to and ensure surfaces are dry and free of oil, grease, dust and debris.

Pave slopes above and behind block walls with slope protection as shown in the plans and accepted submittals and in accordance with Article 462-3 of the *Standard Specifications*. Construct slope protection joints at a spacing of 10 ft. Make 1/2" thick expansion joints that meet Article 420-10 of the *Standard Specifications* for every third joint and 1/2" deep grooved contraction joints that meet Subarticle 825-10(B) for the remaining joints.

## 5.0 MEASUREMENT AND PAYMENT

*Segmental Gravity Retaining Walls* will be measured and paid in square feet. Block walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of footing elevations. Define "top of wall" as top of cap blocks.

The contract unit price for *Segmental Gravity Retaining Walls* will be full compensation for providing designs, if required, submittals, labor, tools, equipment and block wall materials, excavating, backfilling, hauling and removing excavated materials and supplying footings, blocks, No. 57 stone, wall drainage systems, geotextiles, cap blocks, slope protection and any incidentals necessary to construct block walls.

The contract unit price for *Segmental Gravity Retaining Walls* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with block walls as these items will be paid for elsewhere in the contract.

Where it is necessary to provide backfill material behind No. 57 stone from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

**Pay Item**

**Pay Unit**

W-5510

**GT-2.5**

Forsyth County

Segmental Gravity Retaining Walls

Square Foot



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12/16/2015

**PROJECT SPECIAL PROVISIONS  
GEOENVIRONMENTAL**

**CONTAMINATED SOIL (12/15/2015)**

The Contractor’s attention is directed to the fact that soil contaminated with petroleum hydrocarbon compounds exist within the project area. The known areas of contamination are indicated on corresponding plans sheets. Information relating to these contaminated areas, sample locations, and investigation reports are available at the following web address by navigating to the correct letting year and month then selecting, “Plans and Proposals”, “Forsyth W-5510”, “GeoEnv Postings”:

<http://dotw-xfer01.dot.state.nc.us/dsplan/>

Petroleum contaminated soil may be encountered during any earthwork activities on the project. The Contractor shall only excavate those soils that the Engineer designates necessary to complete a particular task. The Engineer shall determine if soil is contaminated based on petroleum odors and unusual soil staining. Contaminated soil not required to be excavated is to remain in place and undisturbed. Undisturbed soil shall remain in place, whether contaminated or not. The Contractor shall transport all contaminated soil excavated from the project to a facility licensed to accept contaminated soil.

In the event that the Contractor chooses to stockpile the soil temporarily, the stockpile shall be created within the property boundaries of the source material and in accordance with the Stockpile Detail found in the plans. If the volume of contaminated material exceeds available space on site, the Contractor shall obtain a permit from the NCDENR UST Section’s Regional Office for off-site temporary storage. Stockpiling contaminated soil will be incidental to the project. The Contractor shall provide disposal manifests and weigh tickets to the Engineer for review and approval. The Engineer will in turn provide the GeoEnvironmental Section with a copy of the disposal manifests and weigh tickets for their records.

**Measurement and Payment:**

The quantity of contaminated soil hauled, and disposed of shall be the actual number of tons of material, which has been acceptably transported and weighed with certified scales as documented by disposal manifests and weigh tickets. The quantity of contaminated soil, measured as provided above, shall be paid for at the contract unit price per ton for “Hauling and Disposal of Petroleum Contaminated Soil”.

The above price and payment shall be full compensation for all work covered by this section, including, but not limited to loading, transportation, weighing, laboratory testing, disposal, equipment, decontamination of equipment, labor, and personal protective equipment.

Payment shall be made under:

**Pay Item**  
Hauling and Disposal of Petroleum Contaminated Soil

**Pay Unit**  
Ton

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*Cyrus F. Parker*  
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12/15/2015



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# TA-1

## **8" REINFORCED CONCRETE PAVEMENT (TRUCK APRON):**

SP (Kimley-Horn & Associates)

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcing, mix design, placement procedures, and finishes.
- B. Curing concrete.

#### 1.3 SUBMITTALS

- A. Laboratory test reports for standard concrete materials and mix design test.

#### 1.4 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
  - 1. ACI 318, "Building Code Requirements for Reinforced Concrete.
  - 2. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice."
  - 3. ACI 302.1 R-89 "Guide for Concrete Floor and Slab Construction".
  - 4. NCDOT Standard Specification for Roads and Bridges, January 2002



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- B. American Concrete Institute (ACI):
  - 1. ACI 301 "Specification for Structural Concrete for Buildings."
  - 2. ACI 302 IR "Recommended Practice for Concrete Floor and Slab Construction."
  - 3. ACI 303.1 "Standard Specification for Cast-In-Place Architectural Concrete."
  - 4. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing of Concrete."
  - 5. ACI 305R "Recommended Practice for Hot Weather Concreting."
  - 6. ACI 306R "Recommended Practice for Cold Weather Concreting."
  
- C. American Society for Testing and Materials (ASTM):
  - 1. ASTM C309 "Liquid Membrane-Forming Compounds for Curing Concrete."
  - 2. ASTM C494 "Standard Specification for Chemical Admixtures for Concrete."
  
- D. American Association of State Highway and Transportation Officials (AASHTO):  
AASHTO M194 "Chemical Admixtures."
  
- E. Concrete Testing Service: Owner shall engage an independent testing laboratory to perform material evaluation tests. Contractor shall extend coordination and cooperation to expedite testing and evaluation.
  
- F. Severe Weather Provisions: Protect concrete from physical damage or reduced strength due to weather extremes. In cold weather, comply with ACI 306. In hot weather, comply with ACI 305.
  
- G. Installer Qualifications: Concrete work shall be performed with a min of 5 years experience with work of similar scope and quality. Firm shall denote a minimum of five installations for Owner's inspection completed within the past 5 years.
  
- H. Manufacturer Qualifications: Manufacturer with 10-years experience in manufacture of specified products.
  
- I. Installer Qualifications: An installer with five years experience with work of similar scope and quality.
  
- J. Comply with the requirements of ACI 301.
  
- K. Obtain each specified material from same source and maintain high degree of consistency in workmanship throughout Project.
  
- L. Notification of manufacturer's authorized representative shall be given at least 1- week before start of Work. Manufacturers Area Representative shall be on hand to help with supervision of field samples.

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### 1.5. PROJECT CONDITIONS

- A. Concrete Environmental Requirements:
  - 1. Schedule placement to minimize exposure to wind and hot sun before curing materials are applied.
  - 2. Avoid placing concrete if rain, snow, or frost is forecast within 24-hours. Protect fresh concrete from moisture and freezing.
  - 3. Comply with professional practices described in ACI 305R and ACI 306R.
- B. Schedule delivery of concrete to provide consistent mix times from batching until discharge. Mix times shall meet manufacturer's written recommendations.

### 1.6 PRE-CONSTRUCTION CONFERENCE

- A. One week prior to placement of concrete a meeting will be held to discuss the Project and application materials.
- B. It is suggested that the City, General Contractor, Construction Manager, Subcontractor, Ready-Mix Concrete Representative, and a Manufacturer's Representative be present.

## PART 2 - PRODUCTS

### 2.1 FORM MATERIALS

- A. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.
- B. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 mg/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
- C. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties designed to prevent form deflection and to prevent spalling of concrete upon removal. Provide units that will leave no metal closer than 1-1/2 inches to the plane of the exposed concrete surface.

Provide ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.

### 2.2 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Steel Wire: ASTM A 82, plain, cold-drawn steel.
- C. Welded Wire Fabric: ASTM A 185, welded steel wire fabric.

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- D. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI specifications.

For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

### 2.3 CONCRETE MATERIALS

Concrete shall meet the requirements of Division 10 of the NCDOT Standard Specifications for Roads and Bridges.

### 2.4 RELATED MATERIALS

- A. Vapor Barrier: Provide vapor barrier that is resistant to deterioration when tested according to ASTM E 154, as follows:
1. Polyethylene sheet not less than 10 mils thick.
  2. Water-resistant barrier consisting of heavy kraft papers laminated together with glass-fiber reinforcement and overcoated with black polyethylene on each side.  
Product: Subject to compliance with requirements, provide MOISTOP by Fortifiber Corporation.
- B. Expansion Joint Material: Unless otherwise detailed and specified for special joint conditions, Contractor shall provide fiber strips by Celotex Corp. or equivalent. Strips shall be nominal ½” thick and full depth of contact surface.
- C. Expansion Joint Sealer: provide and install a “zip strip” type protective strip material over the expansion joint material, remove after concrete pour, and seal with a self-leveling concrete urethane sealer.
- D. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.
- E. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
1. Waterproof paper
  2. Polyethylene film
  3. Polyethylene-coated burlap
- F. Liquid Membrane-Forming Curing Compound: Liquid-type membrane-forming curing compound complying with ASTM C 309, Type I, Class A. Moisture loss not more than 0.55 kg/sq. meter when applied at 200 square feet per gallon.
1. Provide material that has a maximum volatile organic compound (VOC) rating of 350 mg per liter.
  2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Sealco 309, Cormix Construction Chemicals.

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- b. Eucocure, Euclid Chemical Co.
- c. Masterkure, Master Builders, Inc.
- d. Kure-N-Seal, Sonneborn-Chemrex.

G. Bonding Agent: Polyvinyl acetate or acrylic base.

Products: Subject to compliance with requirements, provide one of the following:

A. Polyvinyl Acetate (Interior Only):

- 1) Superior Concrete Bonder, Dayton Superior Corp.
- 2) Euco Weld, Euclid Chemical Co.
- 3) Weld-Crete, Larsen Products Corp.

B. Acrylic or Styrene Butadiene:

- 1) Day-Chem Ad Bond, Dayton Superior Corp.
- 2) SBR Latex, Euclid Chemical Co.
- 3) Acryl-Set, Master Builders Inc.

H. Epoxy Adhesive: ASTM C 881, two-component material suitable for use on dry or damp surfaces. Provide material type, grade, and class to suit Project requirements.

Products: Subject to compliance with requirements, provide one of the following:

- A. Resi-Bond (J-58), Dayton Superior.
- B. Euco Epoxy System #452 or #620, Euclid Chemical Co.
- C. Concrevice Standard Liquid, Master Builders, Inc.
- D. Sikadur 32 Hi-Mod, Sika Corp.

### 2.5 ADMIXTURES

Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

- A. **SUBSTITUTIONS:** The use of products other than those specified will be considered providing that the Contractor requests its use in writing within 14-days prior to bid date. This request shall be accompanied by the following:
  - 1. A certificate of compliance from material manufacturer stating that proposed products meet or exceed requirements of this Section, including standards ACI 303.1, ASTM C979, ASTM C494 and AASHTO M194.
  - 2. Documented proof that proposed materials have a 10-year proven record of performance, confirmed by at least 5 local projects that the Owner can examine.



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### 2.6 CONCRETE MIX DESIGN ADDITIONS/ MODIFICATIONS

- A. Slump of concrete shall be consistent throughout Project at 4-inches or less. At no time shall slump exceed 5-inches. If super plasticizers or mid-range water reducers are allowed, slump shall not exceed 8-inches.
- B. Do not add calcium chloride to mix as it causes mottling and surface discoloration.
- C. Supplemental admixtures shall not be used unless approved by manufacturer.
- D. Do not add water to the mix in the field.
- E. Maximum air content shall not exceed 3 percent.

### PART 3 - EXECUTION

#### 3.1 GENERAL

Coordinate the installation of joint materials, vapor retarder/barrier, and other related materials with placement of forms and reinforcing steel.

#### 3.2 AGGREGATE BASE COURSE

Construct base course on prepared subgrade as follows:

Proof rolling of the pavement subgrade soils should be performed by the contractor and observed by the Geotechnical Engineer immediately prior to placement of base course to verify that no soft areas are present. Any repairs needed from inclement weather or construction traffic should be made prior to placement of base course. **NOTE: SPECIAL CARE SHALL BE GIVEN TO PROOF ROLLING PROCEDURES OF SUBGRADES ON SIDEWALKS ADJACENT TO BUILDINGS. ALTERNATIVE METHODS FOR DETERMINING COMPACTION SHALL BE UTILIZED TO PROTECT BUILDING FOUNDATIONS AND BASEMENT STRUCTURES.**

Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 100 percent of maximum dry unit weight according to Division 10 of the NCDOT Standard Specifications for Roads and Bridges (2002 Edition).

Shape base course to required crown elevations and cross-slope grades.

#### 3.2 FORMS

- A. General: Design, erect, support, brace, and maintain formwork to support vertical, lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits:
  - 1. Provide Class A tolerances for concrete surfaces exposed to view.
  - 2. Provide Class C tolerances for other concrete surfaces.
- B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for

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openings, offsets, sinkages, keyways, recesses, moldings, rustications, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in the Work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent cement paste from leaking.

- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, recesses, and the like for easy removal.
- D. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- E. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before placing concrete. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

### 3.3 VAPOR BARRIER INSTALLATION

- A. General: Place vapor barrier sheeting in position with longest dimension parallel with direction of pour.
- B. Lap joints 6 inches and seal with manufacturer's recommended mastic or pressure-sensitive tape. Cover vapor retarder/barrier with sand cushion and compact to depth indicated.

### 3.4 PLACING REINFORCEMENT

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as specified. Avoiding cutting or puncturing vapor retarder/barrier during reinforcement placement and concreting operations. Repair damages before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers.
- D. Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

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### 3.5 JOINTS

- A. Construction Joints: Locate and install construction joints so they do not impair strength or appearance of the structure.
- B. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as indicated otherwise. Do not continue reinforcement through sides of expansion joint placements.
- C. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.
- D. Isolation Joints in Slabs-on-Grade: Construct isolation joints in slabs-on-grade at points of contact between slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
- E. Contraction (Control) Joints in Vehicular Concrete Pavement: Construct contraction joints in slabs-on-grade to form panels of patterns as shown. Use sawcuts 1/8 inch wide by one-fourth of slab depth. If joint pattern is not shown, provide joints not exceeding 15 feet in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third bays, etc).
- F. Expansion Joints: Place expansion joints as shown on the plans. Where not shown, expansion joints shall be placed no less than 20 feet o.c., and no greater than 30' o.c. for both sidewalk and vehicular concrete pavement. Expansion joints shall be placed against all structures where meeting concrete, including but not limited to surface utility structures, buildings, light poles and signal poles, back of curb, etc.

### 3.6 INSTALLING EMBEDDED ITEMS

- A. General: Set and build into formwork anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached.
- B. Forms for Slabs: Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and contours in finished surfaces. Provide and secure units to support screed strips using strike-off templates or compacting-type screeds.

### 3.7 PREPARING FORM SURFACES

- A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.
- B. Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply according to manufacturer's instructions.

### 3.8 CONCRETE PLACEMENT

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- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.
- D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until completing placement of a panel or section.
  - 1. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.
  - 2. Bring slab surfaces to correct level with a straightedge and strike off. Use bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
  - 3. Maintain reinforcing in proper position on chairs during concrete placement.
- E. Cold-Weather Placement: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
- F. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  - 1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  - 2. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.
- G. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305 and as specified.
  - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg F (32 deg C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.

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3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Owner.

### 3.11 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before power floating and troweling.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
- C. Curing Methods: Cure concrete by curing compound, by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.
- D. Provide moisture curing by the following methods:
  1. Keep concrete surface continuously wet by covering with water.
  2. Use continuous water-fog spray.
  3. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with a 4-inch lap over adjacent absorptive covers.
- E. Provide moisture-retaining cover curing as follows:

Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
- F. Apply curing compound on exterior slabs, as follows:
  1. Apply curing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
  2. Use membrane curing compounds that will not affect surfaces to be covered with finish materials applied directly to concrete.

### 3.12 CONCRETE PLACEMENT

- A. Move concrete into place with square-tipped shovels or concrete rakes.
- B. Vibrators, when used, shall be inserted and withdrawn vertically.

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- C. Concrete shall be struck to specified level with wood or magnesium straight edge or mechanical vibrating screed.
- D. The concrete surface shall be further leveled and consolidated with highway magnesium straight edge and/or magnesium bull float.
- E. Mechanically float concrete surfaces as soon as concrete surface has taken its initial set and will support weight of a power float machine equipped with float shoes or combination blades and operator.

### 3.13 PROTECTION OF FINISHED CONCRETE WORK

- A. Protect finish work under provisions of General Conditions
- B. Protect surface from damage until final inspection and acceptance by Owner, and until suitable to handle vehicular and pedestrian traffic.

### 3.14 REMOVING FORMS

General: Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.

### 3.15 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removing forms, when acceptable to Owner.
- B. Mix dry-pack mortar, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing.
  - 1. Cut out honeycombs, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts down to solid concrete but in no case to a depth less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area.
- C. Repair isolated random cracks and single holes 1 inch or less in diameter by dry-pack method. Groove top of cracks and cut out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Place dry-pack before bonding agent has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- D. Perform structural repairs with prior approval of Owner for method and procedure, using specified epoxy adhesive and mortar.
- E. Repair methods not specified above may be used, subject to acceptance of the City.

### 3.16 QUALITY CONTROL TESTING DURING CONSTRUCTION

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- A. General: The Owner will employ a testing agency to perform tests and to submit test reports.
- B. Sampling and testing for quality control during concrete placement may include the following, as directed by Owner.
  - 1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
    - a. Slump: ASTM C 143; one test at point of discharge for each set of compressive strength specimens for each type of concrete; additional tests when concrete consistency seems to have changed.
    - b. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one test for each set of compressive strength specimen.
    - c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4 deg C) and below, when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength specimens.
    - d. Compression Test Specimen: ASTM C 31; one set of four standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.
    - e. Compressive-Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yd. plus additional sets for each 50 cu. yd. more than the first 25 cu. yd. of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.
  - 2. When frequency of testing will provide fewer than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.
  - 3. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
  - 4. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 psi.
- C. Test results will be reported in writing to Owner, ready-mix producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.

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- D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
- E. Additional Tests: The testing agency will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Owner. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

### Measurement and Payment

*8" Reinforced Concrete Pavement (Truck Apron)* will be measured and paid in square yards of concrete truck apron that has been placed and accepted. Measurement will be made parallel to the bottom of the surface of the truck apron. This work includes but is not limited to, excavation and backfilling, construction base, furnishing and placing concrete, forming holes for signposts and constructing and sealing joints.

Payment will be made under:

**Pay Item**

8" Reinforced Concrete Pavement (Truck Apron)

**Pay Unit**

Square Yards



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# TC-1

## Law Enforcement:

(02/06/2013)

### Description

Furnish Law Enforcement Officers and marked Law Enforcement vehicles to direct traffic in accordance with the contract.

### Construction Methods

Use uniformed Law Enforcement Officers and marked Law Enforcement vehicles equipped with blue lights mounted on top of the vehicle, and Law Enforcement vehicle emblems to direct or control traffic as required by the plans or by the Engineer.

### Measurement and Payment

Law Enforcement will be measured and paid for in the actual number of hours that each Law Enforcement Officer is provided during the life of the project as approved by the Engineer. There will be no direct payment for marked Law Enforcement vehicles as they are considered incidental to the pay item.

Payment will be made under:

### Pay Item

Law Enforcement

### Pay Unit

Hour



DocuSigned by:

*Matt West*

3/16/2016

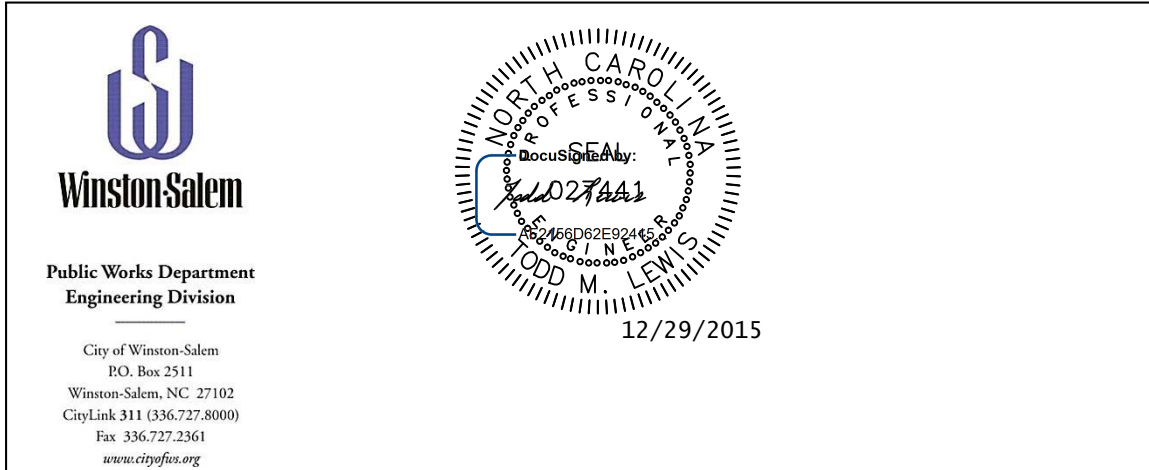
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### **Revise the 2012 Standard Specifications as follows:**

**Page 10-57, Section 1034 Sanitary Sewer Pipe and Fittings:**  
add the following:

1034-5 Cast Iron Soil Pipe and Fittings:

All cast iron soil pipe and fittings will conform to ASTM A74 and be classified as SV (service weight). Single or double hub is acceptable. No-hub pipe shall not be used. All pipe and fittings shall be uniformly coated with bituminous coating. Joints will be rubber gasket. Rubber gaskets shall conform to ASTM C564. 4" x 4" combination wye and eighth bends shall be short pattern - Fig. No. SV-32 by Charlotte Pipe and Foundry (or approved equal). 4" cleanouts shall consist of a 4" service weight cast iron ferrule (with 3" iron pipe size tap) and a 3" brass plug. The plug shall have a low raised square head (Southern Code). Cleanouts shall be Part Number 184 by Jumbo Manufacturing Company (or approved equal).

**Page 10-58, Sub-article 1036-4(B) Encasement Pipe:**  
add the following:

Casing spacers shall be made of Type 304 stainless steel (including risers and hardware). Each shell shall be PVC lined and shall have bolted flanges. Casing spacer runners shall be constructed of ultra high molecular weight polymer (minimum 1 1/2" wide) with a friction coefficient of not more than .12. Risers shall be 10 gauge. Risers and runners for top and bottom shells shall be of equal height. With approval of the Engineer,

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unequal height risers and runners may be used to obtain proper grade for sanitary sewer mains. Casing spacers must be designed to ensure that only the runners of the spacer are in contact with the steel encasement pipe. The bell of the carrier pipe will not be allowed to be in contact with the encasement. Casing spacers shall be manufactured by one of the following or approved equal:

- (1) Cascade Waterworks Manufacturing Company
- (2) Advance Products and Systems, Inc.
- (3) BWM Company

### **Page 10-58, Sub-article 1036-1 General**

add the following sentence:

All materials in contact with potable water shall be in conformance with Section 1417 of the Safe Drinking Water Act.

### **Page 10-58, Sub-article 1036-5 Ductile Iron Pipe and Fittings:**

replace with the following:

Ductile iron pipe shall be designed to conform to ANSI A21.50 (AWWA C150) and shall be manufactured to conform to ANSI A21.51 (AWWA C151). The interior of pipe for water will be cement lined in accordance with ANSI A21.4 (AWWA C104). The interior of pipe for sanitary sewer will be lined with 40 mils of Protecto 401 Ceramic Epoxy. All bells and spigots for sanitary sewer pipe must be lined with a minimum of 8 mils of Protecto 401 Joint Compound or approved equal. The exterior of all pipe shall be coated with a bituminous coating. Pipe joints will be single rubber gasket push-on type or mechanical joint type unless otherwise specified or otherwise shown on the Engineer's drawings. Rubber gasket joints shall conform to ANSI A21.11 (AWWA C111). Pipe design laying condition will be Type 2, flat-bottom trench with backfill lightly consolidated to centerline of pipe. Pipe for sanitary sewer shall be minimum thickness Class 50. Pipe for water shall be pressure Class 350 for 3" - 16" and pressure Class 250 for 18" and above. Any deviations in class shall be otherwise specified or otherwise shown on the Engineer's drawings.

Ductile iron flexible restrained joint pipe shall be installed at the locations shown on the Engineer's drawings. All restrained joint pipe shall have flexible push-on joints designed to deflect a minimum of 3° per joint. At locations where field cutting of restrained joint pipe is required, a special field cut kit shall be used by the Contractor. Field welding will not be allowed. Field cut kits shall provide restraint equivalent to factory manufactured restrained joint pipe. Field kits shall be provided by the pipe manufacturer. Restrained joint pipe with a gripping gasket as the only means of restraint will not be

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allowed. Pipe shall be Flex- Ring by American, TR Flex by U.S. Pipe, Snap-Lok by Griffin, Super-Lock by Clow or approved equal.

Ductile iron fittings shall meet all requirements of ANSI A21.10 (AWWA C110) and will be of the mechanical joint type unless otherwise specified. All glands shall be ductile iron, not gray iron. The interior of fittings for water will be cement lined in accordance with ANSI A21.4 (AWWA C104). The interior of fittings for sanitary sewer will be lined with 40 mils of Protecto 401 Ceramic Epoxy. All bells and spigots for sanitary sewer fittings must be lined with a minimum of 8 mils of Protecto 401 Joint Compound or approved equal. The exterior of all fittings shall be coated with a bituminous coating. Fittings coated on the interior and exterior with 8 mils of fusion bonded epoxy in accordance with ANSI/AWWA C116 and ANSI/AWWA C550 are acceptable. Fittings will have a minimum pressure rating of 250 psi unless otherwise specified by the Engineer. All Fittings are subject to approval by the Engineer, and his acceptance or rejection shall be final. Rubber gasket joints shall conform to ANSI A21.11 (AWWA C111). Ductile iron compact fittings conforming to ANSI A21.53 (AWWA C153) are acceptable. "DI" or "Ductile" shall be cast on each fitting.

### **Page 10-59, Sub-article 1036-6 Fire Hydrants:** add the following:

Hydrants accepted by the City of Winston-Salem are as follows (or approved equal):

- (1) Super Centurion 250, manufactured by Mueller Company
- (2) MK-73-5, manufactured by American Flow Control
- (3) K-81D Guardian, manufactured by Kennedy Valve Company

### **Page 10-59, Sub-article 1036-7 (A) Gate Valves:** replace with the following:

All gate valves shall be resilient-seated gate valves which meet the specifications of ANSI/AWWA C509 or ANSI/AWWA C515. The valve body, bonnet and seal plate shall be coated on all exterior and interior surfaces with a minimum of 8-10 mils of fusion bonded epoxy in accordance with ANSI/AWWA C550. The valve shall incorporate a guide system with guide lugs on the wedge or on the body. The wedge shall be gray or ductile iron, fully encapsulated with rubber (including guide lugs and stem nut holder). Non-rising stem valves shall have two O-ring seals above the stem thrust collar that can be replaced with the valve under pressure. Non-rising stem valves shall also have a thrust washer on the stem thrust collar. Valves used for buried service will have a non-rising stem, mechanical joint end connections, and a 2" square operating nut. The word "OPEN" and an arrow to indicate the direction of opening the valve shall be cast on the flanged base of the operating nut. Above ground valves, unless otherwise specified,

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will have an outside screw and yoke rising stem or a non-rising stem, flanged end connections, and a handwheel to operate the valve. The word "OPEN" and an arrow to indicate the direction of opening the valve shall be cast on the rim of the handwheel. All valves will open by turning the nut or handwheel counterclockwise. Valves installed in manholes will normally be considered to be buried service valves and valves installed in vaults will normally be considered to be above ground valves.

Resilient-seated gate valves shall be designed for a minimum working pressure of 250 psi. Each valve shall be seat tested at the rated working pressure and shell tested at twice the rated working pressure in accordance with ANSI/AWWA C509 - Section 5 or ANSI/AWWA C515 - Section 5. All valves shall be warranted for 10 years from date of purchase against defective materials and workmanship. Gate valves furnished under these specifications must be manufactured by one of the following or approved equal:

- (1) Clow Valve Company
- (2) M & H Valve Company
- (3) American Flow Control
- (4) U.S. Pipe and Foundry Company
- (5) Mueller Company
- (6) Kennedy Valve Company

### **Page 10-59, Sub-article 1036-7 (C) Tapping Valves:**

replace with the following:

Use tapping valves conforming to Sub-article 1036-7 (A) with appropriately sized openings, with flanged by mechanical joint ends and pressure rated at 250 psi.

### **Page 10-59, Sub-article 1036-8 (A) Tapping Sleeves:**

replace with the following:

Tapping sleeves shall be a split sleeve with mechanical joint end connections and a flanged outlet. Sleeves shall be designed for a minimum working pressure of 200 psi.

Approved tapping sleeves are as follows (or approved equal):

- (1) Mueller Company
- (2) American Flow Control
- (3) Tyler Pipe Company
- (4) U.S. Pipe and Foundry Company
- (5) Kennedy Valve Company

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**Page 10-59, Sub-article 1036-8 Sleeves, Couplings and Miscellaneous:**  
add the following:

### **(C) Valve Boxes**

Cast iron valve boxes will conform to ASTM A48, Class 30B. All boxes will conform to the shape and dimensions shown on the City of Winston-Salem detail drawings and will be free from holes, cracks or any other defects. All castings will be thoroughly coated with an asphaltic varnish. The name of the manufacturer shall be permanently cast on each piece. Valve boxes that do not meet specifications shall be rejected. Cast iron valve boxes furnished under these specifications shall be manufactured by one of the following or approved equal:

- (1) Sigma Corp.
- (2) SIP Industries
- (3) DSI International

**Page 10-59, Sub-article 1036-9 Service Line Valves and Fittings:**  
add the following:

All brass fittings shall be manufactured in accordance with AWWA C800 and ASTM B-584. All brass components in contact with potable water must be made from CDA/UNS Brass Alloy C89833 with a maximum lead content of .25% by weight. Brass alloys not listed in ANSI/AWWA C800 Paragraph 4.1.2 are not approved. All fittings shall be UL classified to NSF/ANSI 61 and NSF/ANSI 372 standards and stamped or embossed with a mark or name indicating that the product is manufactured from the low-lead alloy as specified.

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

The utility owner is the Winston-Salem/Forsyth County Utilities Commission. The contact person is David Doss and he can be reached by phone at (336) 727-8063.

The materials and appurtenances installed by the contractor shall require approval by both NCDOT and the utility owner prior to installation.

**Page 15-4, Sub-article 1505-3 (E), Thrust Restraint:**  
replace the fourth paragraph with the following:

All thrust blocks will be constructed of a minimum of Class A concrete. Thrust blocks for horizontal bends and fire hydrants shall be constructed in accordance with the City of Winston-Salem detail drawings. All blocking for vertical bends shall be designed and/or

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approved by the Engineer. On tie-in sections, the Contractor may be required by the Engineer, to anchor pipe bends, tees, etc. with precast concrete blocking, steel beams, rodding or other approved method to allow the water line to be placed back into service as soon as possible. Polyethylene shall be placed over all fittings before the concrete is poured. All nuts and bolts shall be clear of concrete so that the joint will be accessible. Plywood shall be used as forms for blocking. Concrete is to be poured only against stable undisturbed soil and should be allowed to set prior to any backfilling. Thrust blocks should be allowed to cure two days prior to pressure testing the water main. Higher strength concrete may be required when it is necessary to pressure test prior to the end of the two day curing time.

**Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization:**  
change the allowable leakage formula to:

$$W = LD\sqrt{P} \div 148,000$$

**Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, sixth paragraph:**  
Replace the paragraph with the following:

Sterilize water lines in accordance with Section 1003 of The Rules Governing Public Water supply and AWWA C651 Section 4.4.3, the Continuous Feed Method. Provide a chlorine solution with between 50 parts per million and 100 parts per million in the initial feed. If the chlorine level drops below 10 parts per million during a 24 hour period, then flush, refill with fresh chlorine solution, and repeat for 24 hours. Provide certified bacteriological and contaminant test results from a state-approved or state-certified laboratory. Operate all valves and controls to assure thorough sterilization.

**Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, seventh paragraph:**  
delete the words "may be performed concurrently or consecutively."  
and replace with "shall be performed consecutively."

**Page 15-7, Sub-article 1515-3 Construction Methods:**  
add the following:

### **(H) Tapping Sleeves**

Tapping sleeves shall be used for "wet" taps into existing water mains as indicated on the Engineer's drawings. The Contractor shall verify the type of material, size, etc., of the existing main prior to ordering the sleeve. All tapping sleeves and valves shall be water tested before the tap is made. Test pressure shall be 200 psi. All tapping sleeves and valves shall be installed level. The Engineer must be present during the entire tapping and testing process. Tapping sleeves are incidental to the valve installation.

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### **Page 15-8, Sub-article 1515-3 (A), Valves:**

add the following:

All valves 3” through 16” shall be gate valves.

### **Page 15-8, Sub-article 1515-3 (B), Meters:**

add the following:

For existing service connections being replaced:

Prior to connecting the dwelling or business to the new meter, the Contractor shall expose a portion of the water line from the dwelling or business to determine the material and have proper fittings for reconnection to the new meter box. After the new water line and connections have been pressure tested & disinfected & approved by the Engineer, the Contractor shall remove the existing meter and install it in the new yoke. The Contractor shall reconnect the dwelling or business side water line to the new meter box. This reconnection shall be directed by the Engineer and performed in a timely manner so that the dwelling or business is without water for a minimal time. The cost of work performed to connect the dwelling or business to the new meter shall be included in the contract unit price bid for \_\_\_” Water Meter unless otherwise noted.

For relocated meters (with change to horizontal location):

The Contractor shall install a new meter box, angle valves, yoke, tee and ball valve as directed by the Engineer. The Contractor shall expose a portion of the water line from the dwelling or business to determine the material and have proper fittings for reconnection to the new meter box. At the approval of the Engineer, the Contractor shall remove the existing meter and install it in the new yoke. The Contractor shall reconnect the property side water line from the existing meter box to the new meter box. This reconnection shall be directed by the Engineer and performed in a timely manner so that the property is without water for a minimal amount of time. The Contractor shall remove and dispose of the existing meter box and yoke and backfill as shown on the plans or as directed by the Engineer.

### **Page 15-8, Sub-article 1515-3 (D), Hydrants:**

add the following:

Any fire hydrant removed for relocation purposes shall be delivered by the Contractor to the City’s Utilities Construction and Maintenance Department. The Contractor shall furnish and install a new fire hydrant. Hydrant tees shall be installed for all new and relocated hydrants.



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### **Page 15-9, Sub-article 1515-4, Measurement and Payment:**

Add the following:

For new and relocated ¾" & 1" water connections, The Contractor shall install connection per detail VII-46.

For new and relocated 1-1/2" & 2" water connections, The Contractor shall install connection per detail VII-50.

### **Page 15-10, Sub-article 1520-2 Materials:**

Delete line 11.

### **Page 15-10, Sub-article 1520-3 Construction Methods:**

add the following:

Sewer connections shall be installed per City of Winston-Salem details. Wyes will not be allowed within 5 feet of a manhole. Only one bend will be allowed for connecting the sewer connection to the sewer main. If more than one bend is needed (Ex: bored sewer connection), the road shall be open cut and the connection installed properly. Connections into manholes will require a flexible sleeve at the manhole. Four-inch (4") connections will be allowed to spill into manholes. For connections which spill, the 4" pipe shall protrude a minimum of 4" and a maximum of 6" beyond the inside wall of the manhole. Connections into manholes must be at least 6" from the nearest manhole step. Sewer connections shall be a maximum of 75 feet from the sewer main to the cleanout. Six-inch (6") connections must connect into a manhole. Cleanouts shall be installed between property corners of the lot for which the connection is intended.

### **Page 15-11, Sub-article 1520-3 (A) (2) Testing:**

replace with the following:

#### (2) Testing

##### (a) Infiltration, Exfiltration and Air Test

After the pipeline is completely backfilled and before being placed into service, a low-pressure air test with an approved pressure gauge will be conducted by the Contractor in accordance with ASTM C-828. Each section of pipeline (including connections) between manholes will be tested by plugging the upstream manhole and the downstream manhole. By using mirrors, lights, etc., the Contractor must show the Engineer that the 2 plugs are at the proper location and that the line is clear between the plugs. Air is added to the line until the pressure is between 3.0 psi and 4.0 psi. If the pressure drops more than 1.0 psi during the time shown on the chart below, the line is presumed to have failed the test. If the top of the pipe to be tested is below the ground water table, an infiltration test may

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be required. Infiltration shall not exceed 100 gallons per inch diameter per mile of pipe per 24 hours. An obvious leak in any section will be corrected even if the section passes testing. The Engineer must be present during the entire testing process. Any work done without his supervision will not be accepted. Air testing will be required for pipelines 42" and smaller. Larger pipelines will require infiltration and/or exfiltration testing. Exfiltration limits shall be the same as infiltration.

Air test time shall be as follows:

### MINIMUM AIR TEST TIME

<u>Main Size</u>	<u>Time (minutes per 100 feet of pipe)</u>
8"	1.5
10"	1.8
12"	2.1
15"	2.4
18"	2.7
21"	3.3
24"	3.9
27"	4.5
30"	5.1
36"	6.3
42"	7.6

#### (b) Video Inspection

As a final measure required for acceptance, the Contractor shall clean and televise all sanitary sewer mains prior to requesting final inspection. The Contractor shall televise the entire sewer main and all service connections using standardized NASSCO (PACP, MACP, & LACP) practices, unless otherwise specified below. The process shall begin at the upstream manhole for each segment, and proceed to the downstream manhole for that same segment. Connections shall be televised from the cleanout to the main. Video inspection may occur only after Record Drawings are accepted and approved by the City of Winston-Salem. Prior to beginning the process, a 24 hour notice must be given by the Contractor to the Engineer. Prior to video inspection in paved areas, structures must be raised to final grade and 2" of asphalt must be in place. The City will not accept video that is more than 180 days old unless approved by the Engineer.

The cameras used for inspection shall be ones specifically designed and constructed for sanitary sewer pipeline inspection. Lighting for the cameras shall be suitable to provide a clear color picture of the entire periphery of the pipe. The cameras used for mains must be able to pan, tilt and zoom in order to allow for 360 degree viewing. The television system

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shall be equipped to indicate the camera travel distance in feet by display on the video viewing screen. All television equipment (camera, monitor, etc.) must be capable of producing picture quality which is satisfactory to the Engineer.

Within 2 hours of the video inspection, the Contractor shall clean the sewer mains and service connections with a high velocity water jet. All debris shall be collected in the downstream manhole and removed by the Contractor. Debris shall not be released into the existing sewer system. During the entire video process, the distance counter must be set at zero at each upstream manhole for each segment (set the counter at zero at the ground for each service connection). The Contractor will be required to pan and tilt at each manhole and at each service connection. The interior of each manhole must be marked with the manhole station (or manhole number) with paint or some other legible identifier (6" - 12" high letters or numbers). Each cleanout stack must be marked with the house number or the lot number. For mains, the Contractor will also be required to pan, tilt and zoom at all couplings, at all dates for Protecto 401 lined ductile iron pipe, and when any potential problems or abnormalities are noticed or suspected. Travel speed for the camera will be 15 - 30 feet per minute. The following video screen data will be required:

- Project name and project number
- Date of inspection
- Travel distance and time
- Station of start and end manholes
- Depth of start and end manholes
- Size of main
- Type of pipe

All above data shall be shown at the start and end manholes of each segment. While the camera is moving through the main and service connections, distance shall be the only data shown on the screen (top left or top right of screen).

For mains, a stream of water approximately 1" in width must be flowing during the entire video process. For service connections, a minimum of 5 gallons of water must be introduced into each cleanout stack just prior to the video process. In all cases, the flow must be shown on the bottom of the video screen.

Two copies of the entire video inspection shall be submitted to the Engineer on a data disc (DVD or flash drive). The video file shall be formatted to MPEG-4 (MP4) with software compatible and readable by the City of Winston-Salem. The City of Winston-Salem shall not be responsible for purchasing additional software necessary to view the video file. Each inspection (manhole to manhole or cleanout to main) shall be separated into its own chapter or file. In the event of a main inspection, the chapter or file shall be named to indicate the upstream manhole station or number and then the downstream manhole station

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or number (e.g. MH1-MH2). In the event of a service connection inspection, the chapter or file shall be named to indicate the house number or lot number associated with the inspection. All file naming should match the identification numbers (manhole station or number, house number, or lot number) shown on the Record Drawings.

Any video that does not clearly show the pipe and service connections will be rejected. In the event that repairs are made, the segment receiving the repairs shall be flushed and televised again. The Engineer must oversee the entire cleaning and televising process. Final approval of the video inspection will only be after the Engineer has reviewed the video in the office (videos will not be field approved).

### **Page 15-10, Sub-article 1520-3, Construction Methods:**

Add the following:

For new sewer cleanouts to be installed as directed by the Engineer:

The Contractor shall install a new sanitary sewer cleanout as shown on the plans or as directed by the Engineer. The Contractor shall expose a portion of the sewer connection to determine the location and material. For cast iron connections, the Contractor shall install a new cast iron combination wye along with a new cast iron stack. Installation of new cleanouts shall be directed by the Engineer and performed in a timely manner so that the property is without sewer service for a minimal amount of time. As part of the relocation, the Contractor shall remove the existing stack to the combination wye, remove the combination wye and install a new section of pipe. The Contractor shall backfill as shown on the plans or as directed by the Engineer.

For sewer cleanouts to be adjusted as directed by Engineer:

The adjustment of the sanitary sewer cleanout will involve the materials and labor necessary for raising or lowering of the cleanout as required (with no change to the horizontal location) so that the top of the cleanout is flush with the finished grade elevation.

All sewer cleanouts installed and/or adjusted shall be video inspected in accordance with these project special provisions. The Engineer shall notify the Contractor when the video inspection shall occur. The cost of cleaning and video inspecting shall be included in the unit price for relocating/adjusting sewer connections.

### **Page 15-13, Sub-article 1520-4, Measurement and Payment:**

Add the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
Adjust Sewer Cleanouts	Each

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### **Page 15-13, Sub-article 1525-2, Materials, lines 15-19:**

Replace with the following:

Manhole rings and covers will be made of cast iron and will conform to ASTM A48, Class 35B. In addition, all manhole rings and covers shall be designed to support an H-20 wheel load. All castings will conform to the shape and dimensions shown on the City of Winston-Salem detail drawing and will be free from holes, cracks or any other defects. Rings and covers will have machined seats so that the cover will not rattle. Rings will weigh a minimum of 190 pounds and covers a minimum of 120 pounds. The name of the manufacturer and the part number shall be cast permanently on the ring and the cover. Castings that do not meet specifications shall be rejected.

### **Page 15-15, Sub-article 1530-3, Construction Methods:**

add the following:

#### **(E) Remove Back-flow Preventer**

Remove back-flow preventer by removing all above ground piping and the box. The removal of back-flow preventers will be incidental to the work of clearing and grubbing.

### **Page 15-15, Sub-article 1530-3 (A), Abandoning Pipe:**

add the following paragraph:

When abandoning water mains up to a main that is to remain in service, any valve or tee associated with the main to be abandoned shall be removed. A sleeve and any necessary piping shall be installed to reconnect the water main to remain in service. All other main line valves on abandoned water mains shall be abandoned by removing the valve box. Water connections on abandoned mains shall be abandoned by removing and disposing of the existing meter box and yoke and backfill as shown on the plans or as directed by the Engineer. The work covered in this paragraph shall be considered incidental to the abandonment.

### **Page 15-16, Sub-article 1530-3 (C), Remove Water Meter:**

replace the first sentence with the following:

Remove water meter by closing the corporation cock at the main and removing the lateral including the angle valve, setter and meter box.

### **Page 15-16, Sub-article 1530-3, Construction Methods:**

add the following:

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### **(E) Abandoning Vaults**

The Contractor shall abandon vault by removing the vault door and top of structure to two feet below the roadway subgrade or the lowest adjacent surface, whichever is lower. The Contractor shall then fill the remaining structure with approved material. Suitable top soil shall then be placed above the abandoned structure and blended in with the adjacent ground surface. The removed vault door, top, valves, and associated piping within the vault will become the property of the Contractor and shall be removed from the project.

The Contractor shall also install new 12" ductile iron pipe within the limits shown on the plan. Incidental to the installation of the 12" pipe shall be the removal of all existing pipe, fittings, valves, manhole and blow-off within the limits shown on the plan. Installation of the 12" pipe shall be paid under another contract item.

### **Page 15-16, Sub-article 1530-4, Measurement and Payment:**

add the following

*Abandon and Remove Utility Vault* will be measured and paid at the contract lump sum price for this item.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Abandon and Remove Utility Vault	Lump Sum

### **Page 15-17, Sub-article 1540-3 (D), Carrier Pipe Installation, lines 20-22:**

replace with the following:

Encasement pipe shall be installed prior to laying the carrier pipe within 50 feet of either end of the encasement. Casing spacers are required and shall be placed at 10 foot intervals within the encasement. One spacer shall be placed not more than 2 feet from each end of the encasement. Only the runners of the casing spacer shall be in contact with the encasement. The bell of the carrier pipe will not be allowed to be in contact with the encasement. The Engineer must be present to observe the entire installation of the carrier pipe.

PROJECT SPECIAL PROVISIONS

## Utilities by Others

**General:**

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

- A) Duke Energy Progress – Power (Distribution)
- B) AT&T – Communications (Transmission)
- C) CenturyLink-Communications (Distribution)
- D) FiberTech – Communications (Distribution)
- E) Time Warner Cable – Communications (Distribution)
- F) Piedmont Natural Gas – Gas (Distribution)

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

The Contractor's attention is directed to Article 105-8 of the 2012 Standard Specifications.

**Utilities Requiring Adjustment:**

Utility relocations are shown on the Utilities by Others Plans.

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

- 1) Duke Energy will install new poles and lines within the project limits. Duke will complete their work on or before November 14, 2016.
- 2) Contact person for Duke Energy is Larry Robinson, phone 336-209-6631  
larry.robinson2@duke-energy.com

**B) AT&T – Communications (Transmission)**

- 1) AT&T will install aerial cables on Duke's new poles within the project limits and will require Duke, FiberTech and TWC to finish before they can begin. AT&T

PROJECT SPECIAL PROVISIONS

## Utilities by Others

- requires 4 weeks of notice by the contractor to begin work and 13 weeks to complete their work.
- 2) Contact person for AT&T is Jim Brooks (Telics), phone 336-788-0150  
[ticswnst@bellsouth.net](mailto:ticswnst@bellsouth.net)
- C) Century Link – Communications (Distribution)
- 1) Century Link will install buried cables within the project limits. Century Link requires 22 weeks to complete their work. They will be able to start after Duke has completed their work.
  - 2) Contact person for Century Link is Brian McNiff, phone 336-996-5999  
[brian.k.mcniff@centurylink.com](mailto:brian.k.mcniff@centurylink.com)
- D) FiberTech – Communications (Distribution)
- 1) FiberTech will install facilities on Duke’s relocated poles. They will not be able to start relocation until Duke has completed their work. FiberTech requires 4 weeks of notice by the contractor to begin and 1 week to complete their work.
  - 2) Contact person for FiberTech is John Smith, phone 585-743-1796  
[jsmith@lighttower.com](mailto:jsmith@lighttower.com)
- E) Time Warner Cable – Communications (Distribution)
- 1) Time Warner Cable will install aerial cables on Duke’s relocated poles. They will not be able to start relocation until Duke and FiberTech is finished. Time Warner Cable requires 4 weeks of notice by the contractor to begin work and 9 weeks to complete their work.
  - 2) Contact person for Time Warner Cable is Eric Vivod, phone 336-231-6109  
[eric.vivod@twcable.com](mailto:eric.vivod@twcable.com)
- F) Piedmont Natural Gas – Gas (Distribution)
- 1) Piedmont Natural Gas lower their plastic lines as needed. Piedmont Natural Gas requires four weeks of notice prior to beginning work and 1 week to complete work at each location.
  - 2) Contact person for Piedmont Natural Gas is Andy Rumley, phone 336-222-7108  
[Philip.rumley@piedmontng.com](mailto:Philip.rumley@piedmontng.com)



**Project Special Provisions  
Erosion Control**

**STABILIZATION REQUIREMENTS:**

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

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

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

**SEEDING AND MULCHING:**

**(West)**

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

**Shoulder and Median Areas**

**August 1 - June 1**

20#	Kentucky Bluegrass
75#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

**May 1 - September 1**

20#	Kentucky Bluegrass
75#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

**Areas Beyond the Mowing Pattern, Waste and Borrow Areas:**

**August 1 - June 1**

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

**May 1 - September 1**

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

## Approved Tall Fescue Cultivars

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

## Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo

America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm
Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	Champlain	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II
Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact
Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

Approved Hard Fescue Cultivars:

Aurora II	Eureka II	Oxford	Scaldis II
Aurora Gold	Firefly	Reliant II	Spartan II
Berkshire	Granite	Reliant IV	Stonehenge
Bighorn GT	Heron	Rescue 911	
Chariot	Nordic	Rhino	

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza January 1 - December 31.

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

**TEMPORARY SEEDING:**

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

**FERTILIZER TOPDRESSING:**

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

**SUPPLEMENTAL SEEDING:**

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, and the rate of application may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

**MOWING:**

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

**RESPONSE FOR EROSION CONTROL:****Description**

Furnish the labor, materials, tools and equipment necessary to move personnel, equipment, and supplies to the project necessary for the pursuit of any or all of the following work as shown herein, by an approved subcontractor.

<b>Section</b>	<b>Erosion Control Item</b>	<b>Unit</b>
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB

1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

**Construction Methods**

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

**Measurement and Payment**

*Response for Erosion Control* will be measured and paid for by counting the actual number of times the subcontractor moves onto the project, including borrow and waste sites, and satisfactorily completes an erosion control action described in Form 1675. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Response for Erosion Control	Each

**MINIMIZE REMOVAL OF VEGETATION:**

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

**STOCKPILE AREAS:**

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

**ACCESS AND HAUL ROADS:**

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

**WASTE AND BORROW SOURCES:**

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

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

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

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

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

**TEMPORARY DIVERSION:**

This work consists of installation, maintenance, and cleanout of *Temporary Diversions* in accordance with Section 1630 of the *Standard Specifications*. The quantity of excavation for installation and cleanout will be measured and paid for as *Silt Excavation* in accordance with Article 1630-3 of the *Standard Specifications*.

**INLET PROTECTION FOR MASONRY DRAINAGE STRUCTURES:****Description**

Inlet protection for masonry drainage structures consisting of a wattle, stone and hardware cloth, sand bags or other approved methods shall be furnished and installed to prevent sediment from entering openings in drainage structures to drain the roadway subgrade. This type of inlet protection shall only be installed when standard inlet protection shown in the Erosion Control plans has to be removed due to the construction of the curb and gutter. The inlet protection for masonry drainage structures shall be installed immediately after the removal of standard drainage inlet protection.

**Materials**

Wattle shall meet the following specifications:

100% Curled Wood (Excelsior) Fibers	
Minimum Diameter	12 in.
Minimum Density	2.5 lb/ft <sup>3</sup> +/- 10%

Net Material	Synthetic
Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

<b>Item</b>	<b>Section</b>
Sediment Control Stone, Standard Size No. 5 or 57	1005
¼" Hardware Cloth	1632

### **Construction Methods**

Inlet protection for masonry drainage structures shall be installed so that all runoff from the roadway subgrade flows through the device or overtop of the measure prior to entering the drainage structure.

Wattles shall be installed so that runoff cannot bypass the device and flow directly into the drainage inlet. Anchor wattles with rocks, cinder blocks or other methods so that wattle will not become displaced.

Stone and hardware cloth, and sand bags shall be installed so that runoff cannot bypass these devices and flow directly into the drainage inlet.

### **Maintenance and Removal**

Maintain the inlet protection for masonry drainage structures, and remove and dispose of silt accumulations in accordance with Article 1630-2 of the *Standard Specifications*. If inlet protection device is removed temporarily for paving equipment access, replace at the end of the working day.

Remove the inlet protection for masonry drainage structures after the final layer of pavement has been installed and all disturbed areas draining to the inlet have been stabilized and as directed

### **Measurement and Payment**

*Sediment Control Stone* will be measured and paid for in accordance with Article 1610-4 of the *Standard Specifications*.

¼" *Hardware Cloth* will be measured and paid for in accordance with Article 1632-5 of the *Standard Specifications*.

*Wattle* will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted.

Except as provided above for sediment control stone, ¼" Hardware Cloth, and Wattle, no separate measurement or payment will be made for the work described in this provision as the cost for such shall be included in unit price bid for "*Masonry Drainage Structures*."

Payment will be made under:

**Pay Item**

Wattle

**Pay Unit**

Linear Foot

**SAFETY FENCE AND JURISDICTIONAL FLAGGING:**

**Description**

*Safety Fence* shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

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

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

**Materials**

(A) Safety Fencing

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

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

(B) Boundary Flagging

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

**Construction Methods**

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



(A) Safety Fencing

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

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

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

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

(B) Boundary Flagging

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

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

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

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

### **Measurement and Payment**

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Safety Fence	Linear Foot

### **TEMPORARY PIPE FOR RUNOFF DIVERSION:**

#### **Description**

This work consists of furnishing, installing, maintaining and removing any and all temporary pipe used on this project in conjunction with the erosion and sediment control plan.

#### **Construction Methods**

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

### **Measurement and Payment**

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
15" Temporary Pipe	Linear Foot

**CONCRETE WASHOUT STRUCTURE:**

(12-01-15)

**Description**

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

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

**Materials**

<b>Item</b>	<b>Section</b>
Temporary Silt Fence	1605

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

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

**Construction Methods**

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

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

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel.

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

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

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

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

**Maintenance and Removal**

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

Inspect concrete washout structures for damage and maintain for effectiveness.

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

**Measurement and Payment**

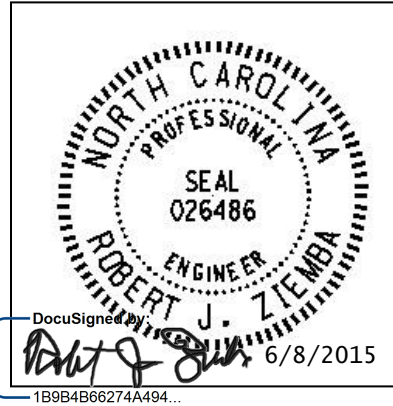
*Concrete Washout Structure* will be paid for per each enclosure installed in accordance with the details. If alternate details are approved then those details will also be paid for per each approved and installed device.

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

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

Payment will be made under:

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



W-5510

**Signals and Intelligent Transportation Systems  
Project Special Provisions  
(Version 12.4)**

*Prepared By: MEG  
8-Jun-15*

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**1. 2012 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES**

*The 2012 Standard Specifications are revised as follows:*

**1.1. Polymer Concrete (PC) Junction Boxes (1091-5(B))**

Page 10-202, revise paragraph starting on line 9 to read “Provide polymer concrete (PC) boxes which have bolted covers and open bottoms. Provide vertical extensions of 6" to 12" as required by project special provisions.”

Page 10-202, revise sentence beginning on line 14 to read “Other thermoplastic materials may be used for components which are not normally exposed to sunlight.”

**1.2. Submittal Requirements (1098-1(B))**

Page 10-208, replace paragraph on line 34 with the following:

Submit for approval catalog cuts and/or shop drawings for materials proposed for use on the project. Allow 40 days for review of each submittal. Do not fabricate or order material until receipt of Engineer’s approval.

Submit 4 copies of each catalog cut and/or drawing and show for each component the material description, brand name, stock-number, size, rating, manufacturing specification and the intended use (identified by labeling all components with the corresponding contract line item number). Present the submittals neatly arranged in the same order as the contract bid items. Electronic submittals of catalog cuts and drawings may be accepted in lieu of hard copies.

One hard copy and an electronic (PDF) copy of reviewed submittals will be returned to the Engineer from the ITS and Signals Unit.

**1.3. Junction Boxes (1098-5)**

Page 10-212, sub-Section 1098-5(C) Oversized Junction Boxes

Revise sentence to read, “Provide oversized junction boxes and covers with minimum inside dimensions of 28"(l) x 15"(w) x 22"(h).”

**1.4. Controllers with Cabinets – Material (1751-2)**

Page 17-37, Section 1751-2 Material

Add the following paragraph:

When the plans or specifications require a Type 2070L controller, contractor may provide a Type 2070E controller. Unless otherwise allowed by the Engineer, provide controllers of only one type.

**1.5. Pedestals (1743)**

Page 17-34, Add the following new sub-Section:

**1743-4 - Screw-In Helical Foundation Anchor Assembly  
Description:**

Furnish and install screw-in helical foundation as an alternative to the standard reinforced concrete foundation specified in Article 1743 “Pedestals” of the Standard Specifications, for supporting Type I and Type II Pedestals. Do not use for Type III Pedestals.

**Materials for Type I – Pedestrian Pushbutton Post:**

Fabricate pipe assembly consisting of a 4” diameter x 56” long pipe, single helical blade and square fixed attachment plate. Furnish pipe in accordance with ASTM A-53 ERW Grade B and include a 2” x 3” cable opening in the pipe at 18” below the attachment plate. Furnish steel attachment plate and

helical blade in accordance with ASTM A-36. Include (4) slotted mounting holes in the attachment plate to fit bolt circles ranging from 7-3/4" to 14-3/4" diameter. Furnish additional 3/4" keyholes at slotted holes to permit anchor bolt installation and replacement from top surface. Include combination bolt-head retainer and dirt scrapers at the attachment plate underside to allow for a level or flush-mount plate installation with respect to the finished grade. Galvanize pipe assembly components in accordance with AASHTO M 111 or an approved equivalent.

Furnish (4) 3/4"-10NC x 3" square head anchor bolts to meet the requirements of ASTM 325. Provide (4) 3/4" plain flat galvanized washers, (4) 3/16" thick galvanized plate washers and (4) 3/4" galvanized hex nuts. Galvanize in accordance with AASHTO M 111 or an approved equivalent.

#### **Construction Methods for Type I – Pedestrian Pushbutton Post:**

Advance or mechanically screw foundation into soil up until top of attachment plate is level with finished grade. Slide the anchor bolt heads through the keyhole openings and under the attachment plate with threads pointing up. Bolt the pedestal base to the foundation attachment plate. For further construction methods, see manufacturer's installation drawings.

#### **Materials for Type II – Normal-Duty Pedestal:**

Fabricate pipe assembly consisting of a 6" diameter x 60" long, single helical blade, 1-1/4" diameter stinger rod and square fixed attachment plate. Furnish pipe in accordance with ASTM A-53 ERW Grade B using schedule 40 wall thickness and include a 2" x 3" cable opening in the pipe at 18" below the attachment plate. Furnish steel attachment plate, helical blade and stinger rod in accordance with ASTM A-36. Include (4) slotted mounting holes in the attachment plate to fit bolt circles ranging from 10" to 15" diameter. Furnish additional 1-1/4" keyholes at slotted holes to permit anchor bolt installation and replacement from top surface. Include combination bolt-head retainer and dirt scrapers at the attachment plate underside to allow for a level or flush-mount plate installation with respect to the finished grade. Galvanize pipe assembly components in accordance with AASHTO M 111 or an approved equivalent.

Furnish (4) 1"-8NC x 4" galvanized Grade 5 square head anchor bolts. Provide (4) 1" plain flat galvanized washers and (4) 1" galvanized hex nuts. Galvanize in accordance with AASHTO M 111 or an approved equivalent.

#### **Construction Methods for Type II – Normal-Duty Pedestal:**

Advance or mechanically screw foundation into soil up until top of attachment plate is level with finished grade. Slide the anchor bolt heads through the keyhole openings and under the attachment plate with threads pointing up. Bolt the pedestal base to the foundation attachment plate.

For further construction methods, see manufacturer's installation drawings.

Page 17-34, revise Measurement and Payment to sub-Section 1743-5.

Revise the last paragraph to read:

No measurement will be made for pedestal foundations, pedestal screw-in helical foundations, grounding systems and any peripheral pedestal mounting hardware as these are incidental to furnishing and installing pedestals.

## **2. SIGNAL HEADS**

### **2.1. MATERIALS**

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

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Provide visor mounting



screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel or corrosion resistant material.

Fabricate tunnel and traditional visors from sheet aluminum.

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

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

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

Fabricate signal head housings, end caps, and visors from virgin polycarbonate material. Provide UV stabilized polycarbonate plastic with a minimum thickness of  $0.1 \pm 0.01$  inches that is highway yellow (Federal Standard 595C, Color Chip 13538). Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

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

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

For pedestal mounting, provide a post-top slipfitter mounting assembly that matches the positive locking device on the signal head with serrations integrally cast into the slipfitter. Provide stainless steel hardware, screws, washers, etc. Provide a minimum of six 3/8 X 3/4-inch long square head bolts for attachment to pedestal. Provide a center post for multi-way slipfitters.

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

1. Sample submittal,

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

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

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

In addition to meeting the performance requirements for the minimum period of 60 months, provide a written warranty against defects in materials and workmanship for the modules for a period of 60 months after installation of the modules. During the warranty period, the manufacturer must provide new replacement modules within 45 days of receipt of modules that have failed at no cost to the State. Repaired or refurbished modules may not be used to fulfill the manufacturer's warranty obligations. Provide manufacturer's warranty documentation to the Department during evaluation of product for inclusion on Qualified Products List (QPL).

#### **B. Vehicle Signal Heads:**

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

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

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

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

Furnish vehicle signal head interconnecting brackets. Provide one-piece aluminum brackets less than 4.5 inches in height and with no threaded pipe connections. Provide hand holes on the bottom

of the brackets to aid in installing wires to the signal heads. Lower brackets that carry no wires and are used only for connecting the bottom signal sections together may be flat in construction.

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate mounting assemblies from malleable iron or steel and provide serrated rings made of aluminum. Provide messenger cable hangers and balance adjusters that are galvanized before being painted. Fabricate balance adjuster eyebolt and eyebolt nut from stainless steel or galvanized malleable iron. Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, bolts, clevis pins, cotter pins, nuts, and U-bolt clamps from stainless steel.

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

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

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

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

### **1. LED Circular Signal Modules:**

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

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

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

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

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

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

## 2. LED Arrow Signal Modules

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

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement" dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

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

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

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

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

## C. Pedestrian Signal Heads:

Provide pedestrian signal heads with international symbols that meet the MUTCD. Do not provide letter indications.

Comply with the ITE standard for "Pedestrian Traffic Control Signal Indications" and the following sections of the ITE standard for "Vehicle Traffic Control Signal Heads" in effect on the date of advertisement:

- Section 3.00 - "Physical and Mechanical Requirements"
- Section 4.01 - "Housing, Door, and Visor: General"
- Section 4.04 - "Housing, Door, and Visor: Materials and Fabrication"
- Section 7.00 - "Exterior Finish"

Provide a double-row termination block with three empty terminals and number 10 screws for field wiring. Provide barriers between the terminals that accommodate a spade lug sized for number 10 terminal screws. Mount the termination block in the hand section. Wire all signal sections to the terminal block.

Where required by the plans, provide 16-inch pedestrian signal heads with traditional three-sided, rectangular visors, 6 inches long.

Provide 2-inch diameter pedestrian push-buttons with weather-tight housings fabricated from die-cast aluminum and threading in compliance with the NEC for rigid metal conduit. Provide a weep hole in the housing bottom and ensure that the unit is vandal resistant.

Provide push-button housings that are suitable for mounting on flat or curved surfaces and that will accept 1/2-inch conduit installed in the top. Provide units that have a heavy duty push-button assembly with a sturdy, momentary, normally-open switch. Have contacts that are electrically insulated from the housing and push-button. Ensure that the push-buttons are rated for a minimum of 5 mA at 24 volts DC and 250 mA at 12 volts AC.

Provide standard R10-3 signs with mounting hardware that comply with the MUTCD in effect on the date of advertisement. Provide R10-3E signs for countdown pedestrian heads and R10-3B for non-countdown pedestrian heads.

Design the LED pedestrian traffic signal modules (hereafter referred to as modules) for installation into standard pedestrian traffic signal sections that do not contain the incandescent signal section reflector, lens, eggcrate visor, gasket, or socket. Provide modules that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp. Use LEDs that are of the latest aluminum indium gallium phosphorus (AlInGaP) technology for the Portland Orange hand and countdown displays. Use LEDs that are of the latest indium gallium nitride (InGaN) technology for the Lunar White walking man displays. Install the ultra-bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

Design all modules to operate using a standard 3 - wire field installation. Provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard pedestrian signal housing. Do not provide other types of crimped terminals with a spade adapter.

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

Provide modules in the following configuration: 16-inch displays which have the solid hand/walking man overlay on the left and the countdown on the right, and 12-inch displays which have the solid hand/walking man module as an overlay. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Pedestrian Traffic Control Signal Indicators - Light Emitting

Diode (LED) Signal Modules” dated August 04, 2010 (hereafter referred to as PTCSI Pedestrian Standard) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the PTCSI Pedestrian Standard:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
Hand Indication	16	13
Walking Man Indication	12	9
Countdown Indication	16	13

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

Provide module lens that is hard coated or otherwise made to comply with the material exposure and weathering effects requirements of the Society of Automotive Engineers (SAE) J576. Ensure all exposed components of the module are suitable for prolonged exposure to the environment, without appreciable degradation that would interfere with function or appearance.

Ensure the countdown display continuously monitors the traffic controller to automatically learn the pedestrian phase time and update for subsequent changes to the pedestrian phase time.

Ensure the countdown display begins normal operation upon the completion of the preemption sequence and no more than one pedestrian clearance cycle.

#### **D. Signal Cable:**

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

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

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

### **3. TRAFFIC SIGNAL SUPPORTS**

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

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

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

Provide metal traffic signal support systems that contain no guy assemblies, struts, or stay braces. Provide designs of completed assemblies with hardware that equals or exceeds AASHTO

*Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals* 5th Edition, 2009 (hereafter called 5th Edition AASHTO), including the latest interim specifications. Provide assemblies with a round or near-round (18 sides or more) cross-section, or a multi sided cross section with no less than six sides. The sides may be straight, convex, or concave.

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

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

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

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

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

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

Comply with article 1098-1B of the 2012 *STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES*, hereinafter referred to as the *Standard Specifications* for submittal requirements. Furnish shop drawings for approval. Provide the copies of detailed shop drawings for each type of structure as summarized below. Ensure that shop drawings include material specifications for each component and identify welds by type and size on the detail drawing only, not in table format. **Do not release structures for fabrication until shop drawings have been approved by NCDOT.** Provide an itemized bill of materials for all structural components and associated connecting hardware on the drawings.

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

Summary of information required for metal pole review submittal:

Item	Hardcopy Submittal	Electronic Submittal	Comments / Special Instructions
Sealed, Approved Signal Plan/Loading Diagram	1	1	All structure design information needs to reflect the latest approved signal plans
Custom Pole Shop Drawings	4 sets	1 set	Show NCDOT inventory number(s), contractor’s name and relevant revision number in the title block. All drawings must have a unique <u>drawing</u>

			number for each project and identified for multiple pages.
Standard Pole Shop Drawings (from the QPL)	4 sets	1 set	Submit drawings on 11" x 17" format media. Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing</u> number for each project and identified for multiple pages.
Structure Calculations	1 set	1 set	Not required for Standard QPL Poles
Standard Pole Foundation Drawings	1 set	1 set	Submit drawings on 11" x 17" format media. Submit a completed Standard Foundation Selection form for each pole using foundation table on Metal Pole Drawing M-8.
Custom Foundation Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media. Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing</u> number for each project and identified for multiple pages.  If QPL Poles are used, include the corresponding QPL pole shop drawings with this submittal.
Foundation Calculations	1	1	<b>Submit copies of LPILE input, output and pile tip deflection graph per Section 11.4 of this specification for each foundation.</b>  Not required for Standard QPL Poles
Soil Boring Logs and Report	1	1	Report should include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

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

**Shop drawings and foundation drawings may be submitted together or separately for approval. However, shop drawings must be approved before foundations can be reviewed.** Foundation designs will be returned without review if the associated shop drawing has not been approved. Incomplete submittals will be returned without review. The Reviewer has the right to request additional analysis and copies of the calculations to expedite the approval process.

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

Fabricate metal pole and arm shaft from coil or plate steel to meet the requirements of ASTM A 595 Grade A tubes. For structural steel shapes, plates and bars use A572 Gr 50 min or ASTM A709



Gr 50 min. Provide pole and arm shafts that are round in cross section or multisided tubular shapes and have a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single ply plate or coil so there are no circumferential weld splices. Galvanize in accordance with AASHTO M 111 or an approved equivalent.

Use the submerged arc process or other NCDOT previously approved process suitable for pole shaft and arms to continuously weld pole shafts and arm shafts along their entire length. The longitudinal seam weld will be finished flush to the outside contour of the base metal. Ensure shafts have no circumferential welds except at the lower end joining the shaft to the pole base and arm base. Provide welding that conforms to Article 1072-18 of the *Standard Specifications*, except that no field welding on any part of the pole will be permitted unless approved by a qualified engineer.

Refer to Metal Pole Standard Drawing Sheets M2 through M5 for fabrication details. Fabricate anchor bases from plate steel meeting, as a minimum, the requirements of ASTM A 36M or cast steel meeting the requirements of ASTM A 27M Grade 485-250, AASHTO M270 Gr 36 or an approved equivalent. Conform to the applicable bolt pattern and orientation as shown on Metal Pole Standard Drawing Sheet M2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **A. Materials:**

- Provide tapered tubular shafts and fabricated of steel conforming to ASTM A-595 Grade A or an approved equivalent.
- Hot-dip galvanize poles in accordance with AASHTO M 111 or an approved equivalent.
- Have shafts that are continuously welded for the entire length by the submerged arc process, and with exposed welds ground or rolled smooth and flush with the base metal. Provide welding that conforms to Article 1072-18 of the *Standard Specification* except that no field welding on any part of the pole will be permitted.
- Have Shafts with no circumferential welds except at the lower end joining the shaft to the base.
- Have anchor bases for steel poles fabricated from plate steel meeting as a minimum the requirements of ASTM A 36M or cast steel meeting the requirements of ASTM A 27M Grade 485-250 or an approved equivalent.

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

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

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

Fabricate poles from a single piece of steel or aluminum with single line seam weld with no transverse butt welds. Fabrication of two ply pole shafts is unacceptable with the exception of fluted

shafts. Provide tapers for all shafts that begin at base and that have diameters which decrease uniformly at the rate of not more than 0.14 inch per foot (11.7 millimeters per meter) of length.

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

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

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

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

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

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

### **3.3. STRAIN POLE SHAFTS**

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

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

Ensure that allowable pole deflection does not exceed that allowed per 5<sup>th</sup> Edition AASHTO. Ensure maximum deflection at the top of the pole does not exceed 2.5 percent of the pole height.

### 3.4. DRILLED PIER FOUNDATIONS FOR METAL TRAFFIC SIGNAL POLES

Analysis procedures and formulas shall be based on AASHTO 5<sup>th</sup> Edition, latest ACI code and the *Drilled Shafts: Construction Procedures and Design Methods* FHWA-IF99-025 manual. Design methods based on engineering publications or research papers needs to have prior approval from NCDOT. The Department reserves the right to accept or disapprove any method used for the analysis.

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

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

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

Skin Friction is to be calculated using the  $\alpha$ -method for cohesive soils and the  $\beta$ -method for cohesion-less soils (**Broms method will not be accepted**). Detailed descriptions of the " $\alpha$ " and " $\beta$ " methods can be found in *FHWA-IF-99-025*.

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

When extreme loading and poor soil conditions are encountered, the one diameter length omitted from the shaft depth calculations (per FHWA-1F-99-025) may be added back in for Torsion calculations (with prior NCDOT approval).

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

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

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

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

#### A. Description:

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

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

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

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

### **1. General:**

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

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

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

### **2. Soil Test:**

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

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

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

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

### **3. Standard Foundation Determination:**

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

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

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

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

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

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

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

Or

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

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

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

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

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

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

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

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

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

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

If assistance is needed, contact the Engineer.

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

Design non-standard foundations based upon site-specific soil test information collected in accordance with Section 2 (Soil Test) above. Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges*. Use the computer software LPILE version-6.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use the computer software gINT V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide a drilled pier foundation for each pole with a length and diameter that result in a horizontal lateral movement of less than 1 inch at the top of the pier and a horizontal rotational movement of less than 1 inch at the edge of the pier. Contact the Engineer for pole loading diagrams for standard poles to be used for non-standard foundation designs. Submit any non-standard foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction.

#### **C. Drilled Pier Construction:**

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

### **3.5. CUSTOM DESIGN OF TRAFFIC SIGNAL SUPPORTS**

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

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

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

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

Design all traffic signal support structures using the following 5th Edition AASHTO specifications:

- Design for a 50 year service life as recommended by Table 3-3.
- Use the wind pressure map developed from 3-second gust speeds, as provided in Article 3.8.
- Ensure signal support structures include natural wind gust loading and truck-induced gust loading in the fatigue design, as provided for in Articles 11.7.3 and 11.7.4, respectively. Designs need not consider periodic galloping forces.
- Assume the natural wind gust speed in North Carolina is 11.2 mph. For natural wind fatigue stress calculations, utilize a drag coefficient ( $C_d$ ) computed for 11.2 mph wind velocity and not the basic wind speed velocity.
- Design for Category II fatigue, as provided for in Article 11.6, unless otherwise specified.

- Calculate all stresses using applicable equations from Section 5. The Maximum allowable stress ratios for all signal support designs are 0.9.
- Conform to article 10.4.2 and 11.8 for all deflection requirements.

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

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

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

The ice loading for signal heads defined above includes the additional surface area that back plates will induce. Special loading criteria may be specified in instances where back plates will not be installed on signal heads. Refer to the Loading Schedule on each Metal Pole Loading Diagram for revised signal head surface areas. The pole designer should revise ice loads accordingly in this instance. Careful examination of the plans when this is specified is important as this may impact sizing of the metal support structure and foundation design which could affect proposed bid quotes. All maximum stress ratios of 0.9 still apply.

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

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

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

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

For mast arm poles, provide designs with provisions for pole plates and associated gussets and fittings for mast arm attachment. As part of each mast arm attachment, provide a grommeted 2" diameter hole on the shaft side of the connection to allow passage of the signal cables from the pole to the arm.

Where ice is present, assume wind loads as shown in Figure 3-5 of the 5th Edition AASHTO Specification for Group III loading.



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

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

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

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

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

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

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

$P$  = anchoring force of each anchor bolt

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

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

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

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

where  $P$  = anchoring force of each anchor bolt

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

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

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

The following additional owner requirements apply concerning pole base plates.

- Ensure that whichever case governs as defined above, the anchor bolt diameter is set to match the base plate thickness. If the minimum diameter required for the anchor bolt exceeds

the thickness required for the base plate, set the base plate thickness equal to the required bolt diameter.

- For dual mast arm supports, or for single mast arm supports 50’ or greater, use a minimum 8 bolt orientation with 2” diameter anchor bolts, and a 2” thick base plate.
- For all metal poles with mast arms, use a full penetration groove weld with a backing ring to connect the pole upright component to the base. Refer to Metal Pole Standard Drawing Sheet M4.

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

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

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

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

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

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

**3.6. POLE NUMBERING SYSTEM**

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

**3.7. MEASUREMENT AND PAYMENT**

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

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

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

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

**Payment will be made under:**

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

#### 4. CONTROLLERS WITH CABINETS

##### 4.1. MATERIALS – TYPE 2070L CONTROLLERS

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

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

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

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

- MODEL 2070 1B, CPU Module, Single Board
- MODEL 2070-2A, Field I/O Module (FI/O)
  - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is “off”)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

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

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

##### 4.2. MATERIALS – GENERAL CABINETS

Provide a moisture resistant coating on all circuit boards.

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

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

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

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

#### 4.3. MATERIALS – TYPE 170E CABINETS

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

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

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

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

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

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

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

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

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

Provide a pluggable power line surge protector that is installed on the back of the PDA (power distribution assembly) chassis to filter and absorb power line noise and switching transients. Ensure the device incorporates LEDs for failure indication and provides a dry relay contact closure for the purpose of remote sensing. Ensure the device meets the following specifications:

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

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

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

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

- Peak Surge Current (Single pulse, 8x20 $\mu$ s).....10,000A
- Occurrences (8x20 $\mu$ s waveform).....100 min @ 2,000A
- Maximum Clamp Voltage.....Rated for equipment protected
- Response Time.....< 1 nanosecond
- Maximum Capacitance.....1,500 pF
- Maximum Series Resistance.....15 $\Omega$

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

- Peak Surge Current (Single pulse, 8x20 $\mu$ s).....10,000A
- Occurrences (8x20 $\mu$ s waveform).....100 @ 2,000A
- Maximum Clamp Voltage.....30V
- Response Time.....< 1 nanosecond

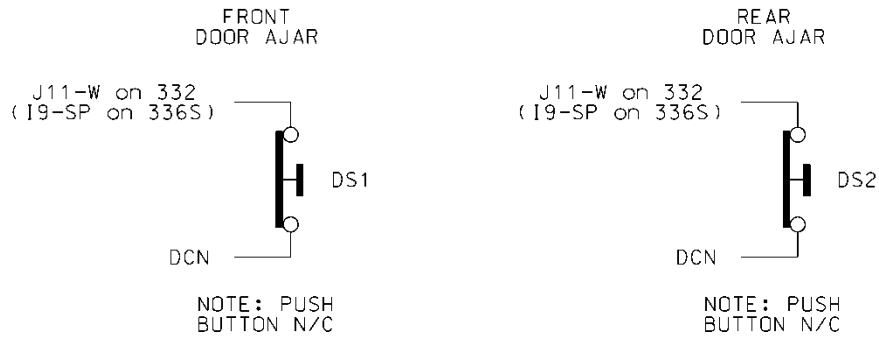
Provide a 120 VAC signal surge suppressor for each AC+ interconnect signal input. Ensure the device meets the following specifications:

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

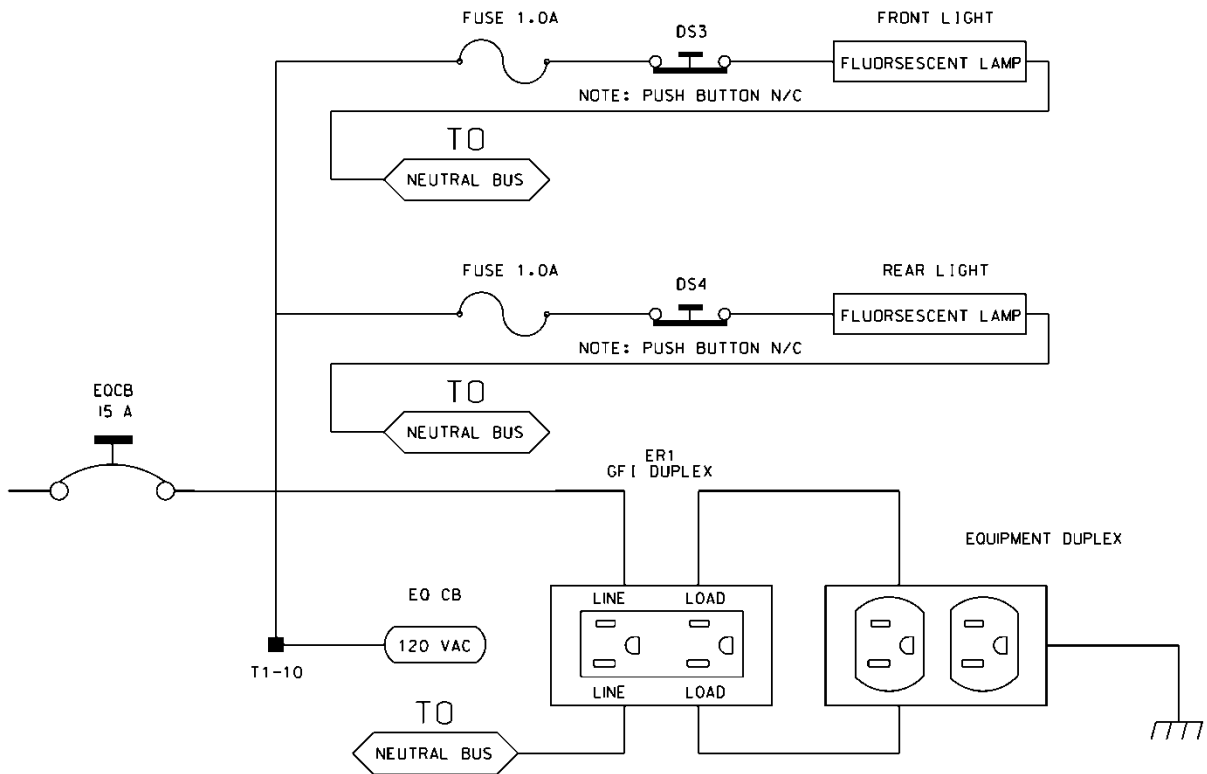
Provide conductors for surge protection wiring that are of sufficient size (ampacity) to withstand maximum overcurrents which could occur before protective device thresholds are attained and current flow is interrupted.

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

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



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



Furnish a police panel with a police panel door. Ensure that the police panel door permits access to the police panel when the main door is closed. Ensure that no rainwater can enter the cabinet even with the police panel door open. Provide a police panel door hinged on the right side as viewed from the front. Provide a police panel door lock that is keyed to a standard police/fire call box key. In addition to the requirements of LA Specification No. 54-053-08, provide the police panel with a

toggle switch connected to switch the intersection operation between normal stop-and-go operation (AUTO) and manual operation (MANUAL). Ensure that manual control can be implemented using inputs and software such that the controller provides full programmed clearance times for the yellow clearance and red clearance for each phase while under manual control.

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

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

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

Connect detector test switches for cabinets as follows:

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

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

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



for the P2 plug. Terminate the two-foot wires with ring type lugs, insulated, and bundled for optional use.

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

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

Provide a P20 connector that mates with and is compatible with the red interface connector mounted on the front of the conflict monitor. Ensure that the P20 connector and the red interface connector on the conflict monitor are center polarized to ensure proper connection. Ensure that removal of the P20 connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

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

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

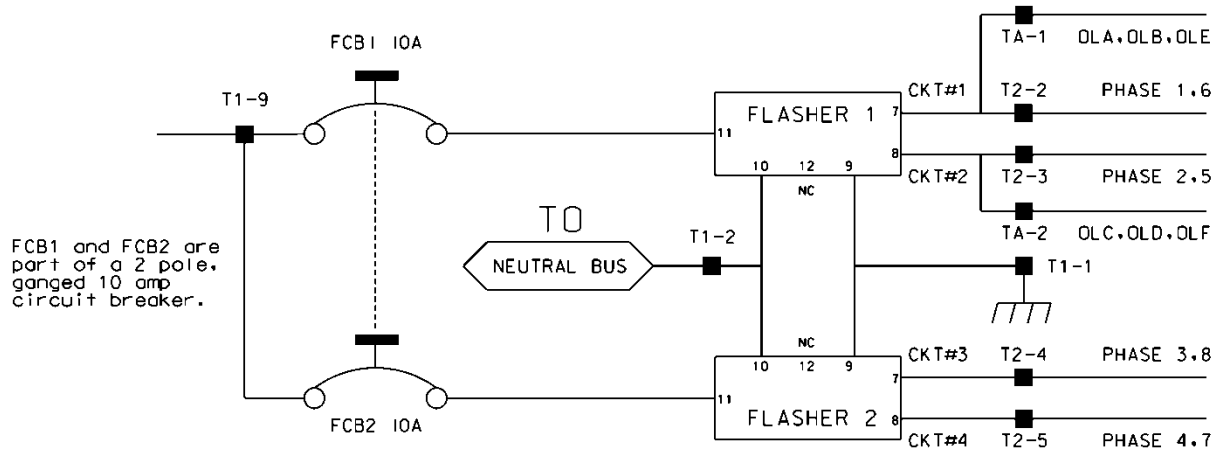
P20 Connector					
PIN	FUNCTION	CONN TO	PIN	FUNCTION	CONN TO
1	Channel 15 Red	119	2	Channel 16 Red	110
3	Channel 14 Red	104	4	Chassis GND	01-9
5	Channel 13 Red	113	6	N/C	
7	Channel 12 Red	AUX 101	8	Spec Function 1	
9	Channel 10 Red	AUX 124	10	Channel 11 Red	AUX 114
11	Channel 9 Red	AUX 121	12	Channel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

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

Do not wire pin 12 of the load switch sockets.

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

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



Ensure auxiliary output files are wired as follows:

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

Provide four spare load resistors mounted in each cabinet. Ensure each load resistor is rated as shown in the table below. Wire one side of each load resistor to AC-. Connect the other side of each resistor to a separate terminal on a four (4) position terminal block. Mount the load resistors

and terminal block either inside the back of Output File No. 1 or on the upper area of the Service Panel.

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

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

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

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

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

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

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

Provide Corbin #2 locks on the front and rear doors. Provide one (1) Corbin #2 and one (1) police master key with each cabinet. Ensure main door locks allow removal of keys in the locked position only.

Provide a surge protection panel with 16 loop surge protection devices and designed to allow sufficient free space for wire connection/disconnection and surge protection device replacement. For model 332 cabinets, provide an additional 20 loop surge protection devices. Provide an additional two AC+ interconnect surge devices to protect one slot and eight DC surge protection devices to protect four slots. Provide no protection devices on slot I14.

For base mounted cabinets, mount surge protection panels on the left side of the cabinet as viewed from the rear. Attach each panel to the cabinet rack assembly using bolts and make it easily removable. Mount the surge protection devices in vertical rows on each panel and connect the devices to one side of 12 position, double row terminal blocks with #8 screws. For each surge protection panel, terminate all grounds from the surge protection devices on a copper equipment

ground bus attached to the surge protection panel. Wire the terminals to the rear of a standard input file using spade lugs for input file protection.

Provide permanent labels that indicate the slot and the pins connected to each terminal that may be viewed from the rear cabinet door. Label and orient terminals so that each pair of inputs is next to each other. Indicate on the labeling the input file (I or J), the slot number (1-14) and the terminal pins of the input slots (either D & E for upper or J & K for lower).

Provide a minimum 14 x 16 inch pull out, hinged top shelf located immediately below controller mounting section of the cabinet. Ensure the shelf is designed to fully expose the table surface outside the controller at a height approximately even with the bottom of the controller. Ensure the shelf has a storage bin interior which is a minimum of 1 inch deep and approximately the same dimensions as the shelf. Provide an access to the storage area by lifting the hinged top of the shelf. Fabricate the shelf and slide from aluminum or stainless steel and ensure the assembly can support the 2070L controller plus 15 pounds of additional weight. Ensure shelf has a locking mechanism to secure it in the fully extended position and does not inhibit the removal of the 2070L controller or removal of cards inside the controller when fully extended. Provide a locking mechanism that is easily released when the shelf is to be returned to its non-use position directly under the controller.

#### **D. Model 2018 Enhanced Conflict Monitor:**

Furnish Model 2018 Enhanced Conflict Monitors that provide monitoring of 18 channels. Ensure each channel consists of a green, yellow, and red field signal input. Ensure that the conflict monitor meets or exceeds CALTRANS' Transportation Electrical Equipment Specifications dated March 12, 2009, with Erratum 1 (hereafter referred to as CALTRANS' 2009 TEES) for a model 210 monitor unit and other requirements stated in this specification.

Ensure the conflict monitor is provided with an 18 channel conflict programming card. Pin EE and Pin T of the conflict programming card shall be connected together. Pin 16 of the conflict programming card shall be floating. Ensure that the absence of the conflict programming card will cause the conflict monitor to trigger (enter into fault mode), and remain in the triggered state until the programming card is properly inserted and the conflict monitor is reset.

Provide a conflict monitor that incorporates LED indicators into the front panel to dynamically display the status of the monitor under normal conditions and to provide a comprehensive review of field inputs with monitor status under fault conditions. Ensure that the monitor indicates the channels that were active during a conflict condition and the channels that experienced a failure for all other per channel fault conditions detected. Ensure that these indications and the status of each channel are retained until the Conflict Monitor is reset. Furnish LED indicators for the following:

- AC Power (Green LED indicator)
- VDC Failed (Red LED indicator)
- WDT Error (Red LED indicator)
- Conflict (Red LED indicator)
- Red Fail (Red LED indicator)
- Dual Indication (Red LED indicator)
- Yellow/Clearance Failure (Red LED indicator)

- PCA/PC Ajar (Red LED indicator)
- Monitor Fail/Diagnostic Failure (Red LED indicator)
- 54 Channel Status Indicators (1 Red, 1 Yellow, and 1 Green LED indicator for each of the 18 channels)

Provide a switch to set the Red Fail fault timing. Ensure that when the switch is in the ON position the Red Fail fault timing value is set to 1350 +/- 150ms (2018 mode). Ensure that when the switch is in the OFF position the Red Fail fault timing value is set to 850 +/- 150ms (210 mode).

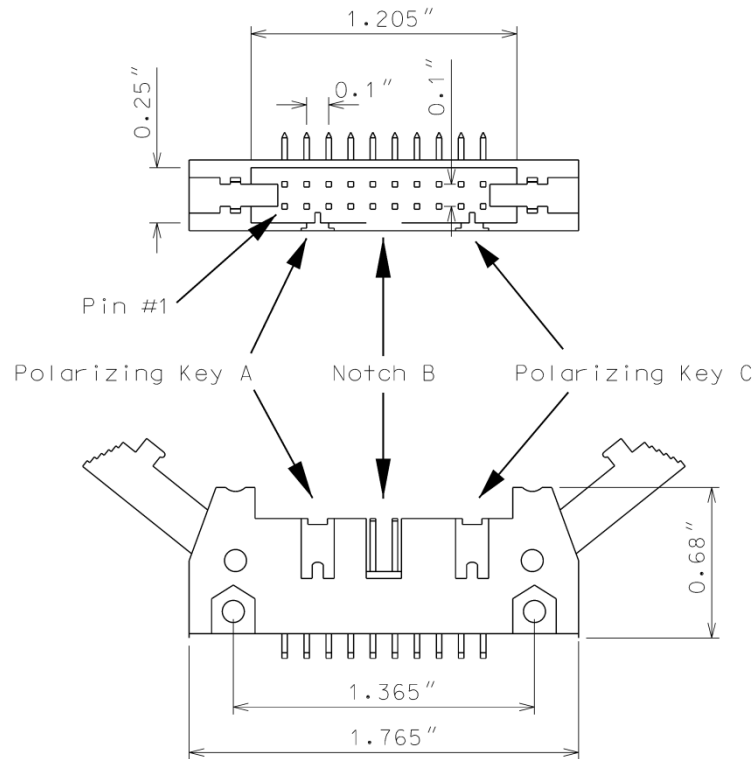
Provide a switch to set the Watchdog fault timing. Ensure that when the switch is in the ON position the Watchdog fault timing value is set to 1.0 +/- 0.1s (2018 mode). Ensure that when the switch is in the OFF position the Watchdog fault timing value is set to 1.5 +/- 0.1s (210 mode).

Provide a jumper or switch to set the AC line brown-out levels. Ensure that when the jumper is present or the switch is in the ON position the AC line dropout voltage threshold is 98 +/- 2 Vrms, the AC line restore voltage threshold is 103 +/- 2 Vrms, and the AC line brown-out timing value is set to 400 +/- 50ms (2018 mode). Ensure that when the jumper is not present or the switch is in the OFF position the AC line dropout voltage threshold is 92 +/- 2 Vrms, the AC line restore voltage threshold is 98 +/- 2 Vrms, and the AC line brown-out timing value is set to 80 +/- 17ms (210 mode).

Provide a jumper or switch that will enable and disable the Watchdog Latch function. Ensure that when the jumper is not present or the switch is in the OFF position the Watchdog Latch function is disabled. In this mode of operation, a Watchdog fault will be reset following a power loss, brownout, or power interruption. Ensure that when the jumper is present or the switch is in the ON position the Watchdog Latch function is enabled. In this mode of operation, a Watchdog fault will be retained until a Reset command is issued.

Provide a jumper that will reverse the active polarity for pin #EE (output relay common). Ensure that when the jumper is not present pin #EE (output relay common) will be considered 'Active' at a voltage greater than 70 Vrms and 'Not Active' at a voltage less than 50 Vrms (Caltrans mode). Ensure that when the jumper is present pin #EE (output relay common) will be considered 'Active' at a voltage less than 50 Vrms and 'Not Active' at a voltage greater than 70 Vrms (Failsafe mode).

In addition to the connectors required by CALTRANS' 2009 TEES, provide the conflict monitor with a red interface connector mounted on the front of the monitor. Ensure the connector is a 20 pin, right angle, center polarized, male connector with latching clip locks and polarizing keys. Ensure the right angle solder tails are designed for a 0.062" thick printed circuit board. Keying of the connector shall be between pins 3 and 5, and between 17 and 19. Ensure the connector has two rows of pins with the odd numbered pins on one row and the even pins on the other row. Ensure the connector pin row spacing is 0.10" and pitch is 0.10". Ensure the mating length of the connector pins is 0.24". Ensure the pins are finished with gold plating 30μ" thick.



Ensure the red interface connector pins on the monitor have the following functions:

Pin #	Function	Pin #	Function
1	Channel 15 Red	2	Channel 16 Red
3	Channel 14 Red	4	Chassis Ground
5	Channel 13 Red	6	Special Function 2
7	Channel 12 Red	8	Special Function 1
9	Channel 10 Red	10	Channel 11 Red
11	Channel 9 Red	12	Channel 8 Red
13	Channel 7 Red	14	Channel 6 Red
15	Channel 5 Red	16	Channel 4 Red
17	Channel 3 Red	18	Channel 2 Red
19	Channel 1 Red	20	Red Enable

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

Provide Special Function 1 and Special Function 2 inputs to the unit which shall disable only Red Fail Monitoring when either input is sensed active. A Special Function input shall be sensed active when the input voltage exceeds 70 Vrms with a minimum duration of 550 ms. A Special Function input shall be sensed not active when the input voltage is less than 50 Vrms or the duration is less than 250 ms. A Special Function input is undefined by these specifications and may or may not be

sensed active when the input voltage is between 50 Vrms and 70 Vrms or the duration is between 250 ms and 550 ms.

Ensure the conflict monitor recognizes field signal inputs for each channel that meet the following requirements:

- consider a Red input greater than 70 Vrms and with a duration of at least 500 ms as an “on” condition;
- consider a Red input less than 50 Vrms or with a duration of less than 200 ms as an “off” condition (no valid signal);
- consider a Red input between 50 Vrms and 70 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications;
- consider a Green or Yellow input greater than 25 Vrms and with a duration of at least 500 ms as an “on” condition;
- consider a Green or Yellow input less than 15 Vrms or with a duration of less than 200 ms as an “off” condition; and
- consider a Green or Yellow input between 15 Vrms and 25 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications.

Provide a conflict monitor that recognizes the faults specified by CALTRANS’ 2009 TEES and the following additional faults. Ensure the conflict monitor will trigger upon detection of a fault and will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input for the following failures:

1. **Red Monitoring or Absence of Any Indication (Red Failure):** A condition in which no “on” voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070L controller, ensure monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less than 750 ms when used with a 170 controller and 1200 ms when used with a 2070L controller, ensure conflict monitor will not trigger. Red fail monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. Have red monitoring occur when all of the following input conditions are in effect:
  - a) Red Enable input to monitor is active (Red Enable voltages are “on” at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 and 70 Vrms), and
  - b) Neither Special Function 1 nor Special Function 2 inputs are active.
  - c) Pin #EE (output relay common) is not active
2. **Short/Missing Yellow Indication Fault (Clearance Error):** Yellow indication following a green is missing or shorter than 2.7 seconds (with  $\pm 0.1$ -second accuracy). If a channel fails to detect an “on” signal at the Yellow input for a minimum of 2.7 seconds ( $\pm 0.1$  second) following the detection of an “on” signal at a Green input for that channel, ensure that the monitor triggers and generates a clearance/short yellow error fault indication. Short/missing yellow (clearance) monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. This fault shall not occur when the channel is programmed

for Yellow Inhibit, when the Red Enable signal is inactive or pin #EE (output relay common) is active.

3. **Dual Indications on the Same Channel:** In this condition, more than one indication (R,Y,G) is detected as “on” at the same time on the same channel. If dual indications are detected for a period greater than 500 ms, ensure that the conflict monitor triggers and displays the proper failure indication (Dual Ind fault). If this condition is detected for less than 200 ms, ensure that the monitor does not trigger. G-Y-R dual indication monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. G-Y dual indication monitoring shall be enabled for all channels by use of a switch located on the conflict monitor. This fault shall not occur when the Red Enable signal is inactive or pin #EE (output relay common) is active.
4. **Configuration Settings Change:** The configuration settings are comprised of (as a minimum) the permissive diode matrix, dual indication switches, yellow disable jumpers, any option switches, any option jumpers, and the Watchdog Enable switch. Ensure the conflict monitor compares the current configuration settings with the previous stored configuration settings on power-up, on reset, and periodically during operation. If any of the configuration settings are changed, ensure that the conflict monitor triggers and causes the program card indicator to flash. Ensure that configuration change faults are only reset by depressing and holding the front panel reset button for a minimum of three seconds. Ensure the external remote reset input does not reset configuration change faults.

Ensure the conflict monitor will trigger and the AC Power indicator will flash at a rate of  $2 \text{ Hz} \pm 20\%$  with a 50% duty cycle when the AC Line voltage falls below the “drop-out” level. Ensure the conflict monitor will resume normal operation when the AC Line voltage returns above the “restore” level. Ensure the AC Power indicator will remain illuminated when the AC voltage returns above the “restore” level. Should an AC Line power interruption occur while the monitor is in the fault mode, then upon restoration of AC Line power, the monitor will remain in the fault mode and the correct fault and channel indicators will be displayed.

Provide a flash interval of at least 6 seconds and at most 10 seconds in duration following a power-up, an AC Line interruption, or a brownout restore. Ensure the conflict monitor will suspend all fault monitoring functions, close the Output relay contacts, and flash the AC indicator at a rate of  $4 \text{ Hz} \pm 20\%$  with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the “restore” level. If the watchdog input has not made 5 transitions between the True and False state within  $10 \pm 0.5$  seconds, the monitor shall enter a WDT error fault condition.

Ensure the conflict monitor will monitor an intersection with a minimum of four approaches using the four-section Flashing Yellow Arrow (FYA) vehicle traffic signal as outlined by the NCHRP 3-54 research project for protected-permissive left turn signal displays. Ensure the conflict monitor will operate in the FYA mode and FYAc (Compact) mode as specified below to monitor each channel for the following fault conditions: Conflict, Red Fail, Dual Indication, and Clearance. Provide a switch to select between the FYA mode and FYAc mode. Provide a switch to select each FYA phase movement for monitoring.



**FYA mode**

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 9 Red	Channel 10 Red	Channel 11 Red	Channel 12 Red
Yellow Arrow	Channel 9 Yellow	Channel 10 Yellow	Channel 11 Yellow	Channel 12 Yellow
Flashing Yellow Arrow	Channel 9 Green	Channel 10 Green	Channel 11 Green	Channel 12 Green
Green Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green

**FYAc mode**

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 1 Red	Channel 3 Red	Channel 5 Red	Channel 7 Red
Yellow Arrow	Channel 1 Yellow	Channel 3 Yellow	Channel 5 Yellow	Channel 7 Yellow
Flashing Yellow Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green
Green Arrow	Channel 9 Green	Channel 9 Yellow	Channel 10 Green	Channel 10 Yellow

Ensure that the conflict monitor will log at least nine of the most recent events detected by the monitor in non-volatile EEPROM memory (or equivalent). For each event, record at a minimum the time, date, type of event, status of each field signal indication with RMS voltage, and specific channels involved with the event. Ensure the conflict monitor will log the following events: monitor reset, configuration, previous fault, and AC line. Furnish the signal sequence log that shows all channel states (Greens, Yellows, and Reds) and the Red Enable State for a minimum of 2 seconds prior to the current fault trigger point. Ensure the display resolution of the inputs for the signal sequence log is not greater than 50 ms.

For conflict monitors used within an Ethernet communications system, provide a conflict monitor with an Ethernet 10/100 Mbps, RJ-45 port for data communication access to the monitor by a local notebook computer and remotely via a workstation or notebook computer device connected to the signal system local area network. The Ethernet port shall be electrically isolated from the conflict monitor's electronics and shall provide a minimum of 1500 Vrms isolation. Integrate monitor with Ethernet network in cabinet. Provide software to retrieve the time and date from a network server in order to synchronize the on-board times between the conflict monitor and the

controller. Furnish and install the following Windows based, graphic user interface software on workstations and notebook computers where the signal system client software is installed: 1) software to view and retrieve all event log information, 2) software that will search and display a list of conflict monitor IP addresses and IDs on the network, and 3) software to change the conflict monitor's network parameters such as IP address and subnet mask.

For non-Ethernet connected monitors, provide a RS-232C/D compliant port (DB-9 female connector) on the front panel of the conflict monitor in order to provide communications from the conflict monitor to the 170/2070L controller or to a Department-furnished laptop computer. Electrically isolate the port interface electronics from all monitor electronics, excluding Chassis Ground. Ensure that the controller can receive all event log information through a controller Asynchronous Communications Interface Adapter (Type 170E) or Async Serial Comm Module (2070). Furnish and connect a serial cable from the conflict monitor's DB-9 connector to Comm Port 1 of the 2070 controller. Ensure conflict monitor communicates with the controller. Provide a Windows based graphic user interface software to communicate directly through the same monitor RS-232C/D compliant port to retrieve and view all event log information to a Department-furnished laptop computer. The RS-232C/D compliant port on the monitor shall allow the monitor to function as a DCE device with pin connections as follows:

<b>Conflict Monitor RS-232C/D (DB-9 Female) Pinout</b>		
<b>Pin Number</b>	<b>Function</b>	<b>I/O</b>
1	DCD	O
2	TX Data	O
3	RX Data	I
4	DTR	I
5	Ground	-
6	DSR	O
7	CTS	I
8	RTS	O
9	NC	-

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**MONITOR BOARD EDGE CONNECTOR**


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<b>Pin #</b>	<b>Function (Back Side)</b>	<b>Pin #</b>	<b>Function (Component Side)</b>
1	Channel 2 Green	A	Channel 2 Yellow
2	Channel 13 Green	B	Channel 6 Green
3	Channel 6 Yellow	C	Channel 15 Green
4	Channel 4 Green	D	Channel 4 Yellow
5	Channel 14 Green	E	Channel 8 Green
6	Channel 8 Yellow	F	Channel 16 Green
7	Channel 5 Green	H	Channel 5 Yellow
8	Channel 13 Yellow	J	Channel 1 Green
9	Channel 1 Yellow	K	Channel 15 Yellow
10	Channel 7 Green	L	Channel 7 Yellow
11	Channel 14 Yellow	M	Channel 3 Green
12	Channel 3 Yellow	N	Channel 16 Yellow
13	Channel 9 Green	P	Channel 17 Yellow
14	Channel 17 Green	R	Channel 10 Green
15	Channel 11 Yellow	S	Channel 11 Green
16	Channel 9 Yellow	T	Channel 18 Yellow
17	Channel 18 Green	U	Channel 10 Yellow
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18	Channel 12 Yellow	V	Channel 12 Green
19	Channel 17 Red	W	Channel 18 Red
20	Chassis Ground	X	Not Assigned
21	AC-	Y	DC Common
22	Watchdog Timer	Z	External Test Reset
23	+24VDC	AA	+24VDC
24	Tied to Pin 25	BB	Stop Time (Output)
25	Tied to Pin 24	CC	Not Assigned
26	Not Assigned	DD	Not Assigned
27	Relay Output, Side #3, N.O.	EE	Relay Output,Side #2,Common
28	Relay Output, Side #1, N.C.	FF	AC+

-- Slotted for keying between Pins 17/U and 18/V

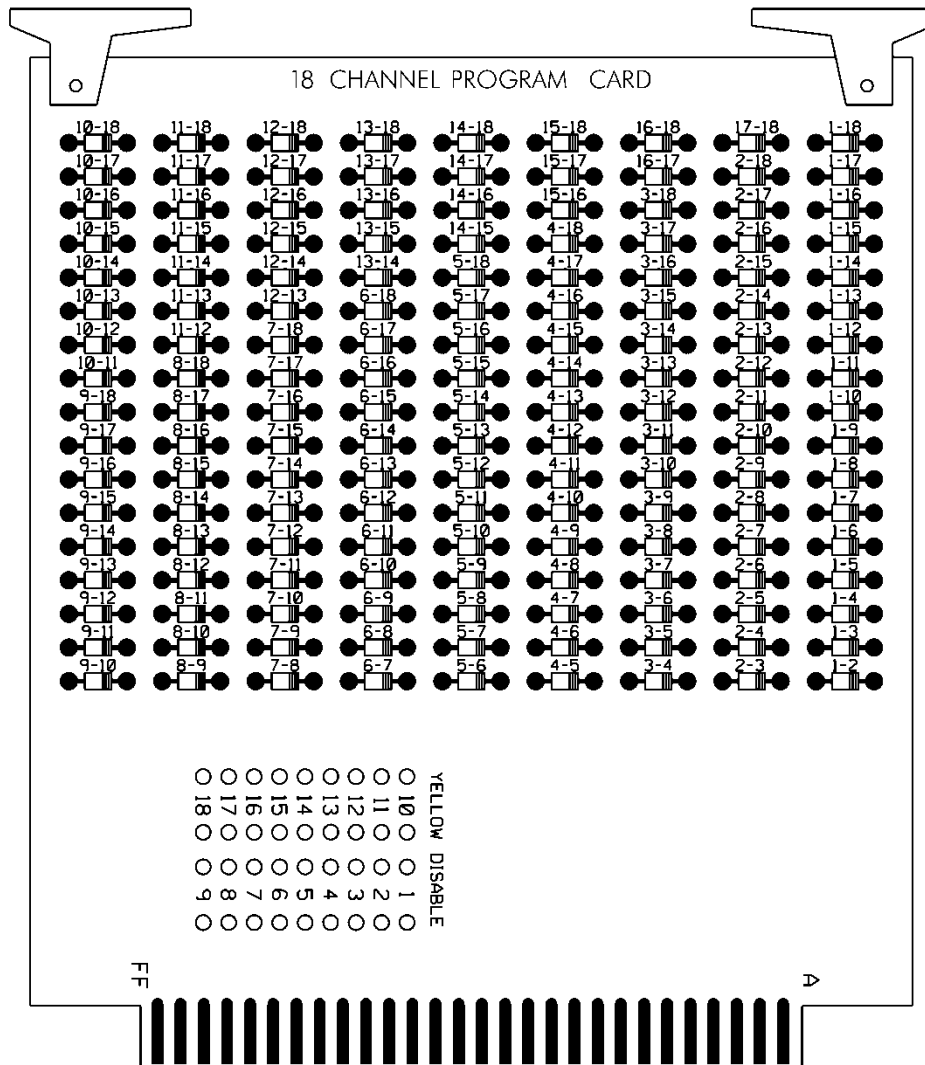
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**CONFLICT PROGRAM CARD PIN ASSIGNMENTS**


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<b>Pin #</b>	<b>Function (Back Side)</b>	<b>Pin #</b>	<b>Function (Component Side)</b>
1	Channel 2 Green	A	Channel 1 Green
2	Channel 3 Green	B	Channel 2 Green
3	Channel 4 Green	C	Channel 3 Green
4	Channel 5 Green	D	Channel 4 Green
5	Channel 6 Green	E	Channel 5 Green
6	Channel 7 Green	F	Channel 6 Green
7	Channel 8 Green	H	Channel 7 Green
8	Channel 9 Green	J	Channel 8 Green
9	Channel 10 Green	K	Channel 9 Green
10	Channel 11 Green	L	Channel 10 Green
11	Channel 12 Green	M	Channel 11 Green
12	Channel 13 Green	N	Channel 12 Green
13	Channel 14 Green	P	Channel 13 Green
14	Channel 15 Green	R	Channel 14 Green
15	Channel 16 Green	S	Channel 15 Green
16	N/C	T	PC AJAR
17	Channel 1 Yellow	U	Channel 9 Yellow
18	Channel 2 Yellow	V	Channel 10 Yellow
19	Channel 3 Yellow	W	Channel 11 Yellow
20	Channel 4 Yellow	X	Channel 12 Yellow
21	Channel 5 Yellow	Y	Channel 13 Yellow
22	Channel 6 Yellow	Z	Channel 14 Yellow
23	Channel 7 Yellow	AA	Channel 15 Yellow
24	Channel 8 Yellow	BB	Channel 16 Yellow
--		--	
25	Channel 17 Green	CC	Channel 17 Yellow
26	Channel 18 Green	DD	Channel 18 Yellow
27	Channel 16 Green	EE	PC AJAR (Program Card)
28	Yellow Inhibit Common	FF	Channel 17 Green

-- Slotted for keying between Pins 24/BB and 25/CC



#### 4.4. MATERIALS – TYPE 2070E CONTROLLERS

Conform to CALTRANS *Transportation Electrical Equipment Specifications (TEES)* (dated March 12, 2009, plus Errata 1 dated January 21, 2010) except as required herein.

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

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

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

- MODEL 2070-1E, CPU Module, Single Board, with 8Mb Datakey (blue in color)
- MODEL 2070-2A or approved MODEL 2070-2E, Field I/O Module (FI/O)
  - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is “off”)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)

- MODEL 2070-4, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

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

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

**5. BACK PULL FIBER OPTIC CABLE**

**5.1. DESCRIPTION**

Back pull and store or back pull and reinstall existing communications cable.

**5.2. CONSTRUCTION**

During project construction where instructed to back pull existing aerial sections of fiber optic communications cable, de-lash the cable from the messenger cable and back pull the cable to a point where it can be stored or re-routed as shown on the plans. If instructed, remove and discard the existing messenger cable and pole mounting hardware once the cable is safely out of harm’s way.

During project construction where instructed to back pull existing underground sections of fiber optic communications cable, back pull the cable to a point where it can be stored or re-routed as shown on the plans. If instructed, remove abandoned junction boxes and backfill with a suitable material to match the existing grade. Leave abandoned conduits in place unless otherwise noted.

Where instructed, re-pull the fiber optic cable back along messenger cable or through conduit systems.

**5.3. MEASUREMENT AND PAYMENT**

*Back Pull Fiber Optic Cable* will be paid for as the actual linear feet of fiber optic cable back pulled and either stored or back pulled and rerouted. Payment is for the actual linear feet of cable back pulled.

No payment will be made for removing messenger cable and pole mounting hardware or removing junction boxes and back filling to match the surrounding grade as these items of work will be considered incidental to back pulling the fiber optic cable.

Payment will be made under:

Back Pull Fiber Optic Cable ..... Linear Feet

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR		
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	4,160 CY		
0006	0036000000-E	225	UNDERCUT EXCAVATION	350 CY		
0007	0106000000-E	230	BORROW EXCAVATION	3,390 CY		
0008	0134000000-E	240	DRAINAGE DITCH EXCAVATION	10 CY		
0009	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	3,250 SY		
0010	0195000000-E	265	SELECT GRANULAR MATERIAL	350 CY		
0011	0255000000-E	SP	GENERIC GRADING ITEM HAULING & DISPOSAL OF PETROLE- UM CONTAMINATED SOIL	100 TON		
0012	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	380 TON		
0013	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	1,180 SY		
0014	0335200000-E	305	15" DRAINAGE PIPE	168 LF		
0015	0335300000-E	305	18" DRAINAGE PIPE	52 LF		
0016	0335400000-E	305	24" DRAINAGE PIPE	12 LF		
0017	0335850000-E	305	*** DRAINAGE PIPE ELBOWS (15")	2 EA		
0018	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	504 LF		

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	280 LF		
0020	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	80 LF		
0021	0448000000-E	310	***** RC PIPE CULVERTS, CLASS IV (12")	8 LF		
0022	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1,716 LF		
0023	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	580 LF		
0024	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	132 LF		
0025	0995000000-E	340	PIPE REMOVAL	402 LF		
0026	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0027	1110000000-E	510	STABILIZER AGGREGATE	3,000 TON		
0028	1121000000-E	520	AGGREGATE BASE COURSE	260 TON		
0029	1220000000-E	545	INCIDENTAL STONE BASE	280 TON		
0030	1297000000-E	607	MILLING ASPHALT PAVEMENT, ***** DEPTH (1-1/2")	14,200 SY		
0031	1330000000-E	607	INCIDENTAL MILLING	340 SY		
0032	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	3,470 TON		
0033	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	2,840 TON		
0034	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	3,440 TON		
0035	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	500 TON		
0036	2000000000-N	806	RIGHT OF WAY MARKERS	47 EA		



County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0037	2275000000-E	SP	FLOWABLE FILL	36 CY		
0038	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	56 EA		
0039	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	18 LF		
0040	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	15 EA		
0041	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	10 EA		
0042	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	10 EA		
0043	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	16 EA		
0044	2396000000-N	840	FRAME WITH COVER, STD 840.54	6 EA		
0045	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	10 EA		
0046	2538000000-E	846	***.*** CONCRETE CURB & GUTTER (2'-0")	100 LF		
0047	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	290 LF		
0048	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	5,860 LF		
0049	2580000000-E	846	CONCRETE VALLEY GUTTER	440 LF		
0050	2591000000-E	848	4" CONCRETE SIDEWALK	3,820 SY		
0051	2605000000-N	848	CONCRETE CURB RAMP	65 EA		
0052	2612000000-E	848	6" CONCRETE DRIVEWAY	430 SY		
0053	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	1,990 SY		
0054	2738000000-E	SP	GENERIC PAVING ITEM 8" REINFORCED CONCRETE PAVE- MENT (TRUCK APRON)	415 SY		

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0055	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	2	EA	
0056	2830000000-N	858	ADJUSTMENT OF MANHOLES	22	EA	
0057	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	27	EA	
0058	2893000000-N	859	CONVERT EXISTING CATCH BASIN TO JUNCTION BOX WITH MANHOLE	1	EA	
0059	3649000000-E	876	RIP RAP, CLASS B	2	TON	
0060	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	125	SY	
0061	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (D)	17	SF	
0062	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	256	SF	
0063	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	750	LF	
0064	4096000000-N	904	SIGN ERECTION, TYPE D	1	EA	
0065	4102000000-N	904	SIGN ERECTION, TYPE E	39	EA	
0066	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	16	EA	
0067	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	10	EA	
0068	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	251	SF	
0069	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	192	SF	
0070	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	72	SF	
0071	4415000000-N	1115	FLASHING ARROW BOARD	1	EA	
0072	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0073	4430000000-N	1130	DRUMS	155	EA	
0074	4445000000-E	1145	BARRICADES (TYPE III)	128	LF	
0075	4450000000-N	1150	FLAGGER	240	HR	
0076	4510000000-N	SP	LAW ENFORCEMENT	40	HR	
0077	4516000000-N	1180	SKINNY DRUM	176	EA	
0078	4520000000-N	1266	TUBULAR MARKERS (FIXED)	9	EA	
0079	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	5,960	LF	
0080	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	11,863	LF	
0081	4690000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	545	LF	
0082	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,618	LF	
0083	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	959	LF	
0084	4702000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	58	LF	
0085	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	265	LF	
0086	4721000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	10	EA	
0087	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	110	EA	
0088	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	37,378	LF	
0089	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	1,100	LF	
0090	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	6,860	LF	

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0091	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	270	LF	
0092	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	1,830	LF	
0093	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	22	EA	
0094	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	214	EA	
0095	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	10,260	LF	
0096	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	600	LF	
0097	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	300	LF	
0098	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	60	EA	
0099	4915000000-E	1264	7' U-CHANNEL POSTS	6	EA	
0100	4955000000-N	1264	OBJECT MARKERS (END OF ROAD)	6	EA	
0101	5325600000-E	1510	6" WATER LINE	704	LF	
0102	5325800000-E	1510	8" WATER LINE	1,822	LF	
0103	5326200000-E	1510	12" WATER LINE	403	LF	
0104	5540000000-E	1515	6" VALVE	5	EA	
0105	5546000000-E	1515	8" VALVE	3	EA	
0106	5558000000-E	1515	12" VALVE	2	EA	
0107	5571600000-E	1515	6" TAPPING VALVE	2	EA	
0108	5571800000-E	1515	8" TAPPING VALVE	1	EA	
0109	5606000000-E	1515	2" BLOW OFF	1	EA	

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0110	5643000000-E	1515	*** WATER METER (1")	8 EA		
0111	5643000000-E	1515	*** WATER METER (5/8")	6 EA		
0112	5643200000-E	1515	2" WATER METER	6 EA		
0113	5648000000-N	1515	RELOCATE WATER METER	2 EA		
0114	5666000000-E	1515	FIRE HYDRANT	4 EA		
0115	5672000000-N	1515	RELOCATE FIRE HYDRANT	1 EA		
0116	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	7 EA		
0117	5801000000-E	1530	ABANDON 8" UTILITY PIPE	256 LF		
0118	5815500000-N	1530	REMOVE FIRE HYDRANT	4 EA		
0119	5816000000-N	1530	ABANDON UTILITY MANHOLE	2 EA		
0120	5835700000-E	1540	16" ENCASEMENT PIPE	150 LF		
0121	5871900000-E	1550	TRENCHLESS INSTALLATION OF 16" IN SOIL	85 LF		
0122	5871910000-E	1550	TRENCHLESS INSTALLATION OF 16" NOT IN SOIL	85 LF		
0123	5882000000-N	SP	GENERIC UTILITY ITEM ADJUST SEWER CLEANOUT	2 EA		
0124	5912000000-N	SP	GENERIC UTILITY ITEM ABANDON & REMOVE UTILITY VAULT	Lump Sum	L.S.	
0125	6000000000-E	1605	TEMPORARY SILT FENCE	7,105 LF		
0126	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	70 TON		
0127	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	100 TON		
0128	6012000000-E	1610	SEDIMENT CONTROL STONE	505 TON		

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0129	6015000000-E	1615	TEMPORARY MULCHING	3.5	ACR	
0130	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	300	LB	
0131	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	1.5	TON	
0132	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200	LF	
0133	6029000000-E	SP	SAFETY FENCE	200	LF	
0134	6030000000-E	1630	SILT EXCAVATION	180	CY	
0135	6036000000-E	1631	MATTING FOR EROSION CONTROL	300	SY	
0136	6042000000-E	1632	1/4" HARDWARE CLOTH	2,335	LF	
0137	6045000000-E	SP	*** TEMPORARY PIPE (15")	65	LF	
0138	6071010000-E	SP	WATTLE	590	LF	
0139	6071030000-E	1640	COIR FIBER BAFFLE	30	LF	
0140	6084000000-E	1660	SEEDING & MULCHING	3	ACR	
0141	6087000000-E	1660	MOWING	3	ACR	
0142	6090000000-E	1661	SEED FOR REPAIR SEEDING	50	LB	
0143	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	
0144	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	75	LB	
0145	6108000000-E	1665	FERTILIZER TOPDRESSING	2.25	TON	
0146	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	
0147	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25	EA	
0148	6132000000-N	SP	GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	1	EA	

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0149	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	8 EA		
0150	7060000000-E	1705	SIGNAL CABLE	4,150 LF		
0151	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	9 EA		
0152	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	3 EA		
0153	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1 EA		
0154	7252000000-E	1710	MESSENGER CABLE (1/4")	400 LF		
0155	7264000000-E	1710	MESSENGER CABLE (3/8")	450 LF		
0156	7279000000-E	1715	TRACER WIRE	100 LF		
0157	7301000000-E	1715	DIRECTIONAL DRILL (***** (1, 2"))	100 LF		
0158	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	8 EA		
0159	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	2 EA		
0160	7372000000-N	1721	GUY ASSEMBLY	1 EA		
0161	7396000000-E	1722	1/2" RISER WITH WEATHERHEAD	4 EA		
0162	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1 EA		
0163	7420000000-E	1722	2" RISER WITH WEATHERHEAD	5 EA		
0164	7432000000-E	1722	2" RISER WITH HEAT SHRINK TUBING	1 EA		
0165	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1,525 LF		
0166	7456000000-E	1726	LEAD-IN CABLE (***** (1, 2"))	7,100 LF		

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0167	7516000000-E	1730	COMMUNICATIONS CABLE (**FIBER) (12)	570 LF		
0168	7540000000-N	1731	SPLICE ENCLOSURE	1 EA		
0169	7552000000-N	1731	INTERCONNECT CENTER	1 EA		
0170	7564000000-N	1732	FIBER-OPTIC TRANSCEIVER, DROP & REPEAT	1 EA		
0171	7576000000-N	SP	METAL STRAIN SIGNAL POLE	4 EA		
0172	7613000000-N	SP	SOIL TEST	4 EA		
0173	7614100000-E	SP	DRILLED PIER FOUNDATION	24 CY		
0174	7642100000-N	1743	TYPE I POST WITH FOUNDATION	4 EA		
0175	7684000000-N	1750	SIGNAL CABINET FOUNDATION	1 EA		
0176	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	1 EA		
0177	7780000000-N	1751	DETECTOR CARD (TYPE 2070L)	9 EA		
0178	7901000000-N	1753	CABINET BASE EXTENDER	1 EA		
0179	7948000000-N	1757	TRAFFIC SIGNAL REMOVAL	1 EA		
0180	7990000000-E	SP	GENERIC SIGNAL ITEM BACK PULL FIBER OPTIC CABLE	300 LF		

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**WALL ITEMS**


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0181	8802030000-E	SP	SEGMENTAL GRAVITY RETAINING WALLS	883 SF		
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County : Forsyth

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0182	8802040000-E	SP	CIP GRAVITY RETAINING WALLS	1,598		
				SF		

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0850/Jun06/Q174894.5/D805887770000/E182

Total Amount Of Bid For Entire Project :

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Vendor 1 of 3: YATES CONSTRUCTION CO., INC. (3488)  
Call Order 008 (Proposal: C203899)

### Bid Information

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**Proposal County:** FORSYTH

**Vendor Address:** 9220 NC 65  
Stokesdale , NC , 27357

**Signature Check:** Robert\_G\_Yates\_Sr\_3488

**Time Bid Received:** July 19, 2016 09:42 AM

**Amendment Count:** 0

**Bid Checksum:** 241E6851

**Bid Total:** \$4,040,542.96

**Items Total:** \$4,040,542.96

**Time Total:** \$0.00

**Bidding Errors:**

None.

Vendor 1 of 3: YATES CONSTRUCTION CO., INC. (3488)  
Call Order 008 (Proposal: C203899)

Bid Bond Information

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<b>Projects:</b>	<b>Bond Maximum:</b>
<b>Counties:</b>	<b>State of Incorporation:</b>
<b>Bond ID:</b> SNC16946232	<b>Agency Execution Date:</b> 7/7/2016 10
<b>Paid by Check:</b> No	<b>Surety Name:</b> surety2000
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> The Hanover Insurance Co

Bidder 1 of 3

Vendor 3488's Bid Information for Call 008, Letting L160719, 07/19/16

Yates Construction Company, Inc. (3488)  
 Call Order 008 (Proposal ID C203899)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
2976	WB CAROLINA ENVIRONMENTAL CONTRACT POST OFFICE BOX 1905 , MT. AIRY, NC 27030		Sub 25,490.00	COMMITTED
3765	WB STAY ALERT SAFETY SERVICES INC POST OFFICE BOX 467 , KERNERSVILLE, NC 27285		Sub 16,949.68	COMMITTED
4906	MB W. G. LEWIS TRUCKING, INC 1323 PENNY RD. , HIGH POINT, NC 27265		Sub 48,750.00	COMMITTED
15450	WB DIXON PAVING INC 4801 GLENWOOD AVENUE SUITE 200 , RALEIGH, NC 27612		Sub 24,020.00	COMMITTED
8003	WB HUNTING CREEK CONSTRUCTION INC 356 SHEFFIELD ROAD , HARMONY, NC 28634		Sub 148,614.00	COMMITTED
11089	MB MARTINS MASONRY INC 4401 GRUBBS RD , WALKERTOWN, NC 27051		Sub 88,550.00	COMMITTED
4877	WB ABACHI TRANSPORT, INC. DBA S&B 4719 MILLPOINT RD. , GREENSBORO, NC 27406		Sub 215,380.00	COMMITTED
			TOTAL: \$567,753.68	
				14.05%

Vendor 3488's Bid Information for Call 008, Letting L160719, 07/19/16

Yates Construction Company, Inc. (3488)  
 Call Order 008 (Proposal ID C203899)

Miscellaneous Data Info - Contractor Responses:  
 =====

NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:  
 NOT ANSWERED  
 NOT ANSWERED  
 NOT ANSWERED  
 NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

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

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

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	

Bidder 1 of 3

NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED

Bid Bond Data Info - Contractor Responses:

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BondID: SNC16946232  
Surety Registry Agency: surety2000  
Verified?: Yes  
Surety Agency: The Hanover Insurance Co  
Bond Execution Date: 7/7/2016 10  
Bond Amount: \$202,027.15 (Five Percent of Bid)

Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	193,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	56,000.00
0003	0001000000-E CLEARING & GRUBBING .. ACRE(S)	LUMP	LUMP	200,000.00
0004	0008000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000 ACR	1.00000	1.00
0005	0022000000-E UNCLASSIFIED EXCAVATION	4,160.000 CY	155.00000	644,800.00
0006	0036000000-E UNDERCUT EXCAVATION	350.000 CY	30.00000	10,500.00
0007	0106000000-E BORROW EXCAVATION	3,390.000 CY	12.00000	40,680.00
0008	0134000000-E DRAINAGE DITCH EXCAVATION	10.000 CY	40.00000	400.00
0009	0156000000-E REMOVAL OF EXISTING ASPHALT PAVEMENT	3,250.000 SY	6.55000	21,287.50
0010	0195000000-E SELECT GRANULAR MATERIAL	350.000 CY	35.00000	12,250.00

Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0011	0255000000-E GENERIC GRADING ITEM HAULING & DISPOSAL OF PETROLEUM CONTAMINATED SOIL	100.000 TON	100.00000	10,000.00
0012	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	380.000 TON	28.00000	10,640.00
0013	0320000000-E FOUNDATION CONDITIONING GEOTEXTILE	1,180.000 SY	2.20000	2,596.00
0014	0335200000-E 15" DRAINAGE PIPE	168.000 LF	40.00000	6,720.00
0015	0335300000-E 18" DRAINAGE PIPE	52.000 LF	42.00000	2,184.00
0016	0335400000-E 24" DRAINAGE PIPE	12.000 LF	67.00000	804.00
0017	0335850000-E 15" DRAINAGE PIPE ELBOWS (15")	2.000 EA	300.00000	600.00
0018	0366000000-E 15" RC PIPE CULVERTS, CLASS III	504.000 LF	49.50000	24,948.00
0019	0372000000-E 18" RC PIPE CULVERTS, CLASS III	280.000 LF	49.50000	13,860.00
0020	0384000000-E 30" RC PIPE CULVERTS, CLASS III	80.000 LF	76.00000	6,080.00
0021	0448000000-E 42" RC PIPE CULVERTS, CLASS IV (12")	8.000 LF	100.00000	800.00

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0022	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	1,716.000 LF	53.50000	91,806.00
0023	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	580.000 LF	59.00000	34,220.00
0024	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	132.000 LF	65.00000	8,580.00
0025	0995000000-E PIPE REMOVAL	402.000 LF	10.00000	4,020.00
0026	1011000000-N FINE GRADING	LUMP	LUMP	48,000.00
0027	1110000000-E STABILIZER AGGREGATE	3,000.000 TON	26.00000	78,000.00
0028	1121000000-E AGGREGATE BASE COURSE	260.000 TON	32.00000	8,320.00
0029	1220000000-E INCIDENTAL STONE BASE	280.000 TON	35.00000	9,800.00
0030	1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (1-1/2")	14,200.000 SY	2.50000	35,500.00
0031	1330000000-E INCIDENTAL MILLING	340.000 SY	11.80000	4,012.00
0032	1489000000-E ASPHALT CONC BASE COURSE, TYPE B25.0B	3,470.000 TON	64.90000	225,203.00
0033	1498000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	2,840.000 TON	66.00000	187,440.00



Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0034	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	3,440.000 TON	62.70000	215,688.00
0035	1575000000-E ASPHALT BINDER FOR PLANT MIX	500.000 TON	387.00000	193,500.00
0036	2000000000-N RIGHT OF WAY MARKERS	47.000 EA	165.00000	7,755.00
0037	2275000000-E FLOWABLE FILL	36.000 CY	220.00000	7,920.00
0038	2286000000-N MASONRY DRAINAGE STRUCTURES	56.000 EA	1,400.00000	78,400.00
0039	2308000000-E MASONRY DRAINAGE STRUCTURES	18.000 LF	200.00000	3,600.00
0040	2364000000-N FRAME WITH TWO GRATES, STD 840.16	15.000 EA	560.00000	8,400.00
0041	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	10.000 EA	655.00000	6,550.00
0042	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	10.000 EA	675.00000	6,750.00
0043	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	16.000 EA	675.00000	10,800.00
0044	2396000000-N FRAME WITH COVER, STD 840.54	6.000 EA	435.00000	2,610.00
0045	2451000000-N CONCRETE TRANSITIONAL SECTION FOR DROP INLET	10.000 EA	700.00000	7,000.00

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0046	2538000000-E ***'-***" CONCRETE CURB & GUTTER (2'-0")	100.000 LF	22.00000	2,200.00
0047	2542000000-E 1'-6" CONCRETE CURB & GUTTER	290.000 LF	20.00000	5,800.00
0048	2549000000-E 2'-6" CONCRETE CURB & GUTTER	5,860.000 LF	15.75000	92,295.00
0049	2580000000-E CONCRETE VALLEY GUTTER	440.000 LF	22.00000	9,680.00
0050	2591000000-E 4" CONCRETE SIDEWALK	3,820.000 SY	30.00000	114,600.00
0051	2605000000-N CONCRETE CURB RAMP	65.000 EA	1,100.00000	71,500.00
0052	2612000000-E 6" CONCRETE DRIVEWAY	430.000 SY	55.00000	23,650.00
0053	2655000000-E 5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	1,990.000 SY	48.00000	95,520.00
0054	2738000000-E GENERIC PAVING ITEM 8" REINFORCED CONCRETE PAVE- MENT (TRUCK APRON)	415.000 SY	70.00000	29,050.00
0055	2800000000-N ADJUSTMENT OF CATCH BASINS	2.000 EA	1,200.00000	2,400.00
0056	2830000000-N ADJUSTMENT OF MANHOLES	22.000 EA	750.00000	16,500.00

Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0057	2845000000-N ADJUSTMENT OF METER BOXES OR VALVE BOXES	27.000 EA	600.00000	16,200.00
0058	2893000000-N CONVERT EXISTING CATCH BASIN TO JUNCTION BOX WITH MANHOLE	1.000 EA	1,500.00000	1,500.00
0059	3649000000-E RIP RAP, CLASS B	2.000 TON	150.00000	300.00
0060	3656000000-E GEOTEXTILE FOR DRAINAGE	125.000 SY	2.75000	343.75
0061	4025000000-E CONTRACTOR FURNISHED, TYPE ***SIGN (D)	17.000 SF	25.00000	425.00
0062	4025000000-E CONTRACTOR FURNISHED, TYPE ***SIGN (E)	256.000 SF	18.00000	4,608.00
0063	4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL	750.000 LF	6.40000	4,800.00
0064	4096000000-N SIGN ERECTION, TYPE D	1.000 EA	110.00000	110.00
0065	4102000000-N SIGN ERECTION, TYPE E	39.000 EA	50.00000	1,950.00
0066	4116100000-N SIGN ERECTION, RELOCATE, TYPE ***** (GROUND MOUNTED) (E)	16.000 EA	115.00000	1,840.00
0067	4155000000-N DISPOSAL OF SIGN SYSTEM, U-CHANNEL	10.000 EA	17.00000	170.00
0068	4400000000-E WORK ZONE SIGNS (STATIONARY)	251.000 SF	5.00000	1,255.00

## Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0069	4405000000-E WORK ZONE SIGNS (PORTABLE)	192.000	25.00000	4,800.00
		SF		
0070	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	72.000	5.70000	410.40
		SF		
0071	4415000000-N FLASHING ARROW BOARD	1.000	2,800.00000	2,800.00
		EA		
0072	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	2.000	7,700.00000	15,400.00
		EA		
0073	4430000000-N DRUMS	155.000	50.00000	7,750.00
		EA		
0074	4445000000-E BARRICADES (TYPE III)	128.000	20.00000	2,560.00
		LF		
0075	4450000000-N FLAGGER	240.000	30.00000	7,200.00
		HR		
0076	4510000000-N LAW ENFORCEMENT	40.000	80.00000	3,200.00
		HR		
0077	4516000000-N SKINNY DRUM	176.000	35.00000	6,160.00
		EA		
0078	4520000000-N TUBULAR MARKERS (FIXED)	9.000	48.00000	432.00
		EA		
0079	4685000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	5,960.000	1.00000	5,960.00
		LF		
0080	4686000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	11,863.000	1.25000	14,828.75
		LF		

Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0081	4690000000-E THERMOPLAST IC PAVEMENT MARKING LINES (6", 120 MILS)	545.000 LF	3.25000	1,771.25
0082	4695000000-E THERMOPLAST IC PAVEMENT MARKING LINES (8", 90 MILS)	1,618.000 LF	3.35000	5,420.30
0083	4697000000-E THERMOPLAST IC PAVEMENT MARKING LINES (8", 120 MILS)	959.000 LF	3.65000	3,500.35
0084	4702000000-E THERMOPLAST IC PAVEMENT MARKING LINES (12", 120 MILS)	58.000 LF	10.00000	580.00
0085	4710000000-E THERMOPLAST IC PAVEMENT MARKING LINES (24", 120 MILS)	265.000 LF	11.00000	2,915.00
0086	4721000000-E THERMOPLAST IC PAVEMENT MARKING CHARACTER (120 MILS)	10.000 EA	560.00000	5,600.00
0087	4725000000-E THERMOPLAST IC PAVEMENT MARKING SYMBOL (90 MILS)	110.000 EA	115.00000	12,650.00
0088	4810000000-E PAINT PAVEMENT MARKING LINES (4")	37,378.000 LF	0.32000	11,960.96
0089	4815000000-E PAINT PAVEMENT MARKING LINES (6")	1,100.000 LF	0.80000	880.00
0090	4820000000-E PAINT PAVEMENT MARKING LINES (8")	6,860.000 LF	0.84000	5,762.40
0091	4825000000-E PAINT PAVEMENT MARKING LINES (12")	270.000 LF	2.20000	594.00

Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0092	4835000000-E PAINT PAVEMENT MARKING LINES (24")	1,830.000 LF	2.25000	4,117.50
0093	4840000000-N PAINT PAVEMENT MARKING CHARAC-TER	22.000 EA	112.00000	2,464.00
0094	4845000000-N PAINT PAVEMENT MARKING SYMBOL	214.000 EA	45.00000	9,630.00
0095	4850000000-E REMOVAL OF PAVEMENT MARKING LINES (4")	10,260.000 LF	0.73000	7,489.80
0096	4860000000-E REMOVAL OF PAVEMENT MARKING LINES (8")	600.000 LF	3.35000	2,010.00
0097	4870000000-E REMOVAL OF PAVEMENT MARKING LINES (24")	300.000 LF	6.75000	2,025.00
0098	4875000000-N REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	60.000 EA	56.00000	3,360.00
0099	4915000000-E 7' U-CHANNEL POSTS	6.000 EA	43.00000	258.00
0100	4955000000-N OBJECT MARKERS (END OF ROAD)	6.000 EA	95.00000	570.00
0101	5325600000-E 6" WATER LINE	704.000 LF	58.00000	40,832.00
0102	5325800000-E 8" WATER LINE	1,822.000 LF	61.00000	111,142.00
0103	5326200000-E 12" WATER LINE	403.000 LF	90.00000	36,270.00

## Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0104	5540000000-E 6" VALVE	5.000	1,560.00000	7,800.00
		EA		
0105	5546000000-E 8" VALVE	3.000	1,800.00000	5,400.00
		EA		
0106	5558000000-E 12" VALVE	2.000	2,980.00000	5,960.00
		EA		
0107	5571600000-E 6" TAPPING VALVE	2.000	4,950.00000	9,900.00
		EA		
0108	5571800000-E 8" TAPPING VALVE	1.000	5,800.00000	5,800.00
		EA		
0109	5606000000-E 2" BLOW OFF	1.000	2,000.00000	2,000.00
		EA		
0110	5643000000-E *** WATER METER (1")	8.000	1,975.00000	15,800.00
		EA		
0111	5643000000-E *** WATER METER (5/8")	6.000	1,950.00000	11,700.00
		EA		
0112	5643200000-E 2" WATER METER	6.000	4,630.00000	27,780.00
		EA		
0113	5648000000-N RELOCATE WATER METER	2.000	2,500.00000	5,000.00
		EA		
0114	5666000000-E FIRE HYDRANT	4.000	4,500.00000	18,000.00
		EA		
0115	5672000000-N RELOCATE FIRE HYDRANT	1.000	3,000.00000	3,000.00
		EA		

Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0116	5768000000-N SANITARY SEWER CLEAN-OUT	7.000 EA	2,900.00000	20,300.00
0117	5801000000-E ABANDON 8" UTILITY PIPE	256.000 LF	5.00000	1,280.00
0118	5815500000-N REMOVE FIRE HYDRANT	4.000 EA	600.00000	2,400.00
0119	5816000000-N ABANDON UTILITY MANHOLE	2.000 EA	750.00000	1,500.00
0120	5835700000-E 16" ENCASMENT PIPE	150.000 LF	65.00000	9,750.00
0121	5871900000-E TRENCHLESS INSTALLATION OF 16" IN SOIL	85.000 LF	170.00000	14,450.00
0122	5871910000-E TRENCHLESS INSTALLATION OF 16" NOT IN SOIL	85.000 LF	450.00000	38,250.00
0123	5882000000-N GENERIC UTILITY ITEM ADJUST SEWER CLEANOUT	2.000 EA	1,500.00000	3,000.00
0124	5912000000-N GENERIC UTILITY ITEM ABANDON & REMOVE UTILITY VAULT	LUMP	LUMP	6,000.00
0125	6000000000-E TEMPORARY SILT FENCE	7,105.000 LF	2.50000	17,762.50
0126	6006000000-E STONE FOR EROSION CONTROL, CLASS A	70.000 TON	55.00000	3,850.00
0127	6009000000-E STONE FOR EROSION CONTROL, CLASS B	100.000 TON	55.00000	5,500.00



Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0128	6012000000-E SEDIMENT CONTROL STONE	505.000 TON	38.00000	19,190.00
0129	6015000000-E TEMPORARY MULCHING	3.500 ACR	1,680.00000	5,880.00
0130	6018000000-E SEED FOR TEMPORARY SEEDING	300.000 LB	0.60000	180.00
0131	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	1.500 TON	225.00000	337.50
0132	6024000000-E TEMPORARY SLOPE DRAINS	200.000 LF	10.00000	2,000.00
0133	6029000000-E SAFETY FENCE	200.000 LF	2.50000	500.00
0134	6030000000-E SILT EXCAVATION	180.000 CY	20.00000	3,600.00
0135	6036000000-E MATTING FOR EROSION CONTROL	300.000 SY	3.35000	1,005.00
0136	6042000000-E 1/4" HARDWARE CLOTH	2,335.000 LF	3.80000	8,873.00
0137	6045000000-E *** TEMPORARY PIPE (15")	65.000 LF	30.00000	1,950.00
0138	6071010000-E WATTLE	590.000 LF	8.00000	4,720.00
0139	6071030000-E COIR FIBER BAFFLE	30.000 LF	6.75000	202.50

Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0140	6084000000-E SEEDING & MULCHING	3.000	2,700.00000	8,100.00
		ACR		
0141	6087000000-E MOWING	3.000	280.00000	840.00
		ACR		
0142	6090000000-E SEED FOR REPAIR SEEDING	50.000	5.60000	280.00
		LB		
0143	6093000000-E FERTILIZER FOR REPAIR SEEDING	0.250	1,000.00000	250.00
		TON		
0144	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	75.000	6.75000	506.25
		LB		
0145	6108000000-E FERTILIZER TOPDRESSING	2.250	900.00000	2,025.00
		TON		
0146	6114500000-N SPECIALIZED HAND MOWING	10.000	110.00000	1,100.00
		MHR		
0147	6117000000-N RESPONSE FOR EROSION CONTROL	25.000	110.00000	2,750.00
		EA		
0148	6132000000-N GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	1.000	2,500.00000	2,500.00
		EA		
0149	7048500000-E PEDESTRIAN SIGNAL HEAD (16", 1SECTION W/COUNTDOWN)	8.000	800.00000	6,400.00
		EA		
0150	7060000000-E SIGNAL CABLE	4,150.000	2.30000	9,545.00
		LF		

Dept of Transportation

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Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0151	7120000000-E VEHICLE SIGNAL HEAD (12", 3 SECTION)	9.000 EA	800.00000	7,200.00
0152	7132000000-E VEHICLE SIGNAL HEAD (12", 4 SECTION)	3.000 EA	975.00000	2,925.00
0153	7144000000-E VEHICLE SIGNAL HEAD (12", 5 SECTION)	1.000 EA	1,100.00000	1,100.00
0154	7252000000-E MESSENGER CABLE (1/4")	400.000 LF	3.20000	1,280.00
0155	7264000000-E MESSENGER CABLE (3/8")	450.000 LF	2.60000	1,170.00
0156	7279000000-E TRACER WIRE	100.000 LF	0.75000	75.00
0157	7301000000-E DIRECTIONAL DRILL (*****)(1, 2")	100.000 LF	22.00000	2,200.00
0158	7324000000-N JUNCTION BOX (STANDARD SIZE)	8.000 EA	230.00000	1,840.00
0159	7348000000-N JUNCTION BOX (OVER-SIZED, HEA-VY DUTY)	2.000 EA	520.00000	1,040.00
0160	7372000000-N GUY ASSEMBLY	1.000 EA	316.00000	316.00
0161	7396000000-E 1/2" RISER WITH WEATHERHEAD	4.000 EA	115.00000	460.00
0162	7408000000-E 1" RISER WITH WEATHERHEAD	1.000 EA	305.00000	305.00

## Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0163	7420000000-E 2" RISER WITH WEATHERHEAD	5.000 EA	400.00000	2,000.00
0164	7432000000-E 2" RISER WITH HEAT SHRINK TUBING	1.000 EA	450.00000	450.00
0165	7444000000-E INDUCTIVE LOOP SAWCUT	1,525.000 LF	5.85000	8,921.25
0166	7456000000-E LEAD-IN CABLE (*****)(1, 2")	7,100.000 LF	1.30000	9,230.00
0167	7516000000-E COMMUNICATIONS CABLE (**FIBER) (12)	570.000 LF	2.60000	1,482.00
0168	7540000000-N SPLICE ENCLOSURE	1.000 EA	1,840.00000	1,840.00
0169	7552000000-N INTERCONNECT CENTER	1.000 EA	2,070.00000	2,070.00
0170	7564000000-N FIBER-OPTIC TRANSCEIVER, DROP & REPEAT	1.000 EA	2,500.00000	2,500.00
0171	7576000000-N METAL STRAIN SIGNAL POLE	4.000 EA	8,960.00000	35,840.00
0172	7613000000-N SOIL TEST	4.000 EA	900.00000	3,600.00
0173	7614100000-E DRILLED PIER FOUNDATION	24.000 CY	845.00000	20,280.00
0174	7642100000-N TYPE I POST WITH FOUNDATION	4.000 EA	1,200.00000	4,800.00

Dept of Transportation

Revised:

Contract ID: C203899

Project(s): HSIP-4315(2)

Letting Date: 07-19-16 Call Order: 008

Bidder: 3488 - Yates Construction Company, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0175	7684000000-N SIGNAL CABINET FOUNDATION	1.000 EA	680.00000	680.00
0176	7756000000-N CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	1.000 EA	12,500.00000	12,500.00
0177	7780000000-N DETECTOR CARD (TYPE 2070L)	9.000 EA	98.00000	882.00
0178	7901000000-N CABINET BASE EXTENDER	1.000 EA	375.00000	375.00
0179	7948000000-N TRAFFIC SIGNAL REMOVAL	1.000 EA	28.00000	28.00
0180	7990000000-E GENERIC SIGNAL ITEM BACK PULL FIBER OPTIC CABLE	300.000 LF	3.75000	1,125.00
Section 0001 Total				3,835,455.96
Section 0003 WALL ITEMS				
Alt Group				
0181	8802030000-E SEGMENTAL GRAVITY RETAINING WALLS	883.000 SF	35.00000	30,905.00
0182	8802040000-E CIP GRAVITY RETAINING WALLS	1,598.000 SF	109.00000	174,182.00
Section 0003 Total				205,087.00
Bid Total				4,040,542.96

NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In addition, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the bidder certifies to the best of his knowledge and belief that he and his principals:

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

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

AWARD LIMITS ON MULTIPLE PROJECTS

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

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

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

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

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

PROPOSAL: C203899  
 LETTING: L160719 CALL: 008  
 VENDOR: 3488 Yates Construction Company, Inc.

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 LINE ITEM                    ITEM                    UNIT SUBCONTRACTOR    SUBCONTRACTOR    EXTENDED  
 NO.    NO.                    DESC.                    TYPE QUANTITY            UNIT PRICE            AMOUNT  
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DBE SUBCONTRACTOR: 2976 CAROLINA ENVIRONMENTAL CONTRACTING INC  
 Will Use Quote: Yes

0125	6000000000-E	TEMPORARY SI LF		7105.000	2.20000	15631.00
0133	6029000000-E	SAFETY FENCE LF		200.000	2.20000	440.00
0136	6042000000-E	1/4" HARDWAR LF		2335.000	3.40000	7939.00
0139	6071030000-E	COIR FIBER B LF		30.000	6.00000	180.00
0147	6117000000-N	RESPONSE FOR EA		13.000	100.00000	1300.00
						-----
		DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:				25,490.00
		DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )				25,490.

DBE SUBCONTRACTOR: 3765 STAY ALERT SAFETY SERVICES INC  
 Will Use Quote: Yes

0061	4025000000-E	CONTR FURN, SF		17.000	21.95000	373.15
0062	4025000000-E	CONTR FURN, SF		256.000	15.85000	4057.60
0063	4072000000-E	SUPPORT, 3-L LF		750.000	5.59000	4192.50
0064	4096000000-N	SIGN ERECTIO EA		1.000	95.00000	95.00
0065	4102000000-N	SIGN ERECTIO EA		39.000	43.95000	1714.05
0066	4116100000-N	SIGN ERECT, EA		16.000	99.50000	1592.00
0067	4155000000-N	DISPOSE SIGN EA		10.000	15.00000	150.00
0068	4400000000-E	WORK ZONE SI SF		251.000	3.98000	998.98
0070	4410000000-E	WORK ZONE SI SF		72.000	4.95000	356.40
0074	4445000000-E	BARRICADES ( LF		128.000	18.00000	2304.00
0078	4520000000-N	TUBULAR MARK EA		9.000	42.00000	378.00
0099	4915000000-E	7' U-CHANNEL EA		6.000	38.00000	228.00
0100	4955000000-N	OBJECT MARKE EA		6.000	85.00000	510.00
						-----
		DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:				16,949.68
		DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )				16,949.

DBE SUBCONTRACTOR: 4906 W. G. LEWIS TRUCKING, INC  
 Will Use Quote: Yes

0032	1489000000-E	ASP CONC BAS TON		3470.000	5.00000	17350.00
0033	1498000000-E	ASP CONC INT TON		2840.000	5.00000	14200.00
0034	1519000000-E	ASP CONC SUR TON		3440.000	5.00000	17200.00
						-----
		DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:				48,750.00
		DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )				48,750.

DBE SUBCONTRACTOR: 15450 DIXON PAVING INC  
 Will Use Quote: Yes

0030	1297000000-E	MILL ASP PVM SY		14200.000	1.50000	21300.00
0031	1330000000-E	INCIDENTAL M SY		340.000	8.00000	2720.00



LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 24,020.00  
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) 24,020.

DBE SUBCONTRACTOR: 8003 HUNTING CREEK CONSTRUCTION INC  
 Will Use Quote: Yes

0182	8802040000-E	CIP GRAVITY	SF	1598.000	93.00000	148614.00
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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 148,614.00  
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) 148,614

DBE SUBCONTRACTOR: 11089 MARTINS MASONRY INC  
 Will Use Quote: Yes

0038	2286000000-N	MASNRY DRAIN	EA	56.000	1000.00000	56000.00
0039	2308000000-E	MASNRY DRAIN	LF	18.000	175.00000	3150.00
0040	2364000000-N	FRAME W/2GRT	EA	15.000	500.00000	7500.00
0041	2374000000-N	FRAME-GRT-HD	EA	10.000	550.00000	5500.00
0042	2374000000-N	FRAME-GRT-HD	EA	10.000	550.00000	5500.00
0043	2374000000-N	FRAME-GRT-HD	EA	16.000	550.00000	8800.00
0044	2396000000-N	FRAME W/COVE	EA	6.000	350.00000	2100.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 88,550.00  
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) 88,550.

DBE SUBCONTRACTOR: 4877 ABACHI TRANSPORT, INC. DBA S&B TRUCKING CO.  
 Will Use Quote: Yes

0007	0106000000-E	BORROW EXCAV	CY	3390.000	6.00000	20340.00
0005	0022000000-E	UNCLASSIFIED	CY	4160.000	44.00000	183040.00
0027	1110000000-E	STABILIZER A	TON	3000.000	4.00000	12000.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 215,380.00  
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) 215,380

TOTAL DBE COMMITMENT FOR VENDOR: Entered: 14.05% or 567753.68  
 Required: 14.00% or 565676.01  
 <GOAL MET>

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

This Bid contains 0 amendment files

Electronic Bid Submission

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

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

Signature

Agency

Date

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Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	193,000.00	193,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	56,000.00	56,000.00
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum LS	200,000.00	200,000.00
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	1.00	1.00
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	4,160 CY	155.00	644,800.00
0006	0036000000-E	225	UNDERCUT EXCAVATION	350 CY	30.00	10,500.00
0007	0106000000-E	230	BORROW EXCAVATION	3,390 CY	12.00	40,680.00
0008	0134000000-E	240	DRAINAGE DITCH EXCAVATION	10 CY	40.00	400.00
0009	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	3,250 SY	6.55	21,287.50
0010	0195000000-E	265	SELECT GRANULAR MATERIAL	350 CY	35.00	12,250.00
0011	0255000000-E	SP	GENERIC GRADING ITEM HAULING & DISPOSAL OF PETROLE- UM CONTAMINATED SOIL	100 TON	100.00	10,000.00
0012	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	380 TON	28.00	10,640.00
0013	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	1,180 SY	2.20	2,596.00
0014	0335200000-E	305	15" DRAINAGE PIPE	168 LF	40.00	6,720.00
0015	0335300000-E	305	18" DRAINAGE PIPE	52 LF	42.00	2,184.00
0016	0335400000-E	305	24" DRAINAGE PIPE	12 LF	67.00	804.00
0017	0335850000-E	305	*** DRAINAGE PIPE ELBOWS (15")	2 EA	300.00	600.00
0018	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	504 LF	49.50	24,948.00
0019	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	280 LF	49.50	13,860.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0020	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	80 LF	76.00	6,080.00
0021	0448000000-E	310	***** RC PIPE CULVERTS, CLASS IV (12")	8 LF	100.00	800.00
0022	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1,716 LF	53.50	91,806.00
0023	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	580 LF	59.00	34,220.00
0024	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	132 LF	65.00	8,580.00
0025	0995000000-E	340	PIPE REMOVAL	402 LF	10.00	4,020.00
0026	1011000000-N	500	FINE GRADING	Lump Sum LS	48,000.00	48,000.00
0027	1110000000-E	510	STABILIZER AGGREGATE	3,000 TON	26.00	78,000.00
0028	1121000000-E	520	AGGREGATE BASE COURSE	260 TON	32.00	8,320.00
0029	1220000000-E	545	INCIDENTAL STONE BASE	280 TON	35.00	9,800.00
0030	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	14,200 SY	2.50	35,500.00
0031	1330000000-E	607	INCIDENTAL MILLING	340 SY	11.80	4,012.00
0032	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	3,470 TON	64.90	225,203.00
0033	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	2,840 TON	66.00	187,440.00
0034	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	3,440 TON	62.70	215,688.00
0035	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	500 TON	387.00	193,500.00
0036	2000000000-N	806	RIGHT OF WAY MARKERS	47 EA	165.00	7,755.00
0037	2275000000-E	SP	FLOWABLE FILL	36 CY	220.00	7,920.00
0038	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	56 EA	1,400.00	78,400.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0039	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	18 LF	200.00	3,600.00
0040	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	15 EA	560.00	8,400.00
0041	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	10 EA	655.00	6,550.00
0042	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	10 EA	675.00	6,750.00
0043	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	16 EA	675.00	10,800.00
0044	2396000000-N	840	FRAME WITH COVER, STD 840.54	6 EA	435.00	2,610.00
0045	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	10 EA	700.00	7,000.00
0046	2538000000-E	846	***CONCRETE CURB & GUTTER (2'-0")	100 LF	22.00	2,200.00
0047	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	290 LF	20.00	5,800.00
0048	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	5,860 LF	15.75	92,295.00
0049	2580000000-E	846	CONCRETE VALLEY GUTTER	440 LF	22.00	9,680.00
0050	2591000000-E	848	4" CONCRETE SIDEWALK	3,820 SY	30.00	114,600.00
0051	2605000000-N	848	CONCRETE CURB RAMP	65 EA	1,100.00	71,500.00
0052	2612000000-E	848	6" CONCRETE DRIVEWAY	430 SY	55.00	23,650.00
0053	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	1,990 SY	48.00	95,520.00
0054	2738000000-E	SP	GENERIC PAVING ITEM 8" REINFORCED CONCRETE PAVEMENT (TRUCK APRON)	415 SY	70.00	29,050.00
0055	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	2 EA	1,200.00	2,400.00
0056	2830000000-N	858	ADJUSTMENT OF MANHOLES	22 EA	750.00	16,500.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0057	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	27 EA	600.00	16,200.00
0058	2893000000-N	859	CONVERT EXISTING CATCH BASIN TO JUNCTION BOX WITH MANHOLE	1 EA	1,500.00	1,500.00
0059	3649000000-E	876	RIP RAP, CLASS B	2 TON	150.00	300.00
0060	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	125 SY	2.75	343.75
0061	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (D)	17 SF	25.00	425.00
0062	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	256 SF	18.00	4,608.00
0063	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	750 LF	6.40	4,800.00
0064	4096000000-N	904	SIGN ERECTION, TYPE D	1 EA	110.00	110.00
0065	4102000000-N	904	SIGN ERECTION, TYPE E	39 EA	50.00	1,950.00
0066	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	16 EA	115.00	1,840.00
0067	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	10 EA	17.00	170.00
0068	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	251 SF	5.00	1,255.00
0069	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	192 SF	25.00	4,800.00
0070	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	72 SF	5.70	410.40
0071	4415000000-N	1115	FLASHING ARROW BOARD	1 EA	2,800.00	2,800.00
0072	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	7,700.00	15,400.00
0073	4430000000-N	1130	DRUMS	155 EA	50.00	7,750.00
0074	4445000000-E	1145	BARRICADES (TYPE III)	128 LF	20.00	2,560.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0075	4450000000-N	1150	FLAGGER	240 HR	30.00	7,200.00
0076	4510000000-N	SP	LAW ENFORCEMENT	40 HR	80.00	3,200.00
0077	4516000000-N	1180	SKINNY DRUM	176 EA	35.00	6,160.00
0078	4520000000-N	1266	TUBULAR MARKERS (FIXED)	9 EA	48.00	432.00
0079	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	5,960 LF	1.00	5,960.00
0080	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	11,863 LF	1.25	14,828.75
0081	4690000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	545 LF	3.25	1,771.25
0082	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,618 LF	3.35	5,420.30
0083	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	959 LF	3.65	3,500.35
0084	4702000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	58 LF	10.00	580.00
0085	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	265 LF	11.00	2,915.00
0086	4721000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	10 EA	560.00	5,600.00
0087	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	110 EA	115.00	12,650.00
0088	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	37,378 LF	0.32	11,960.96
0089	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	1,100 LF	0.80	880.00
0090	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	6,860 LF	0.84	5,762.40
0091	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	270 LF	2.20	594.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0092	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	1,830 LF	2.25	4,117.50
0093	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	22 EA	112.00	2,464.00
0094	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	214 EA	45.00	9,630.00
0095	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	10,260 LF	0.73	7,489.80
0096	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	600 LF	3.35	2,010.00
0097	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	300 LF	6.75	2,025.00
0098	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	60 EA	56.00	3,360.00
0099	4915000000-E	1264	7' U-CHANNEL POSTS	6 EA	43.00	258.00
0100	4955000000-N	1264	OBJECT MARKERS (END OF ROAD)	6 EA	95.00	570.00
0101	5325600000-E	1510	6" WATER LINE	704 LF	58.00	40,832.00
0102	5325800000-E	1510	8" WATER LINE	1,822 LF	61.00	111,142.00
0103	5326200000-E	1510	12" WATER LINE	403 LF	90.00	36,270.00
0104	5540000000-E	1515	6" VALVE	5 EA	1,560.00	7,800.00
0105	5546000000-E	1515	8" VALVE	3 EA	1,800.00	5,400.00
0106	5558000000-E	1515	12" VALVE	2 EA	2,980.00	5,960.00
0107	5571600000-E	1515	6" TAPPING VALVE	2 EA	4,950.00	9,900.00
0108	5571800000-E	1515	8" TAPPING VALVE	1 EA	5,800.00	5,800.00
0109	5606000000-E	1515	2" BLOW OFF	1 EA	2,000.00	2,000.00
0110	5643000000-E	1515	*** WATER METER (1")	8 EA	1,975.00	15,800.00



Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0111	5643000000-E	1515	*** WATER METER (5/8")	6 EA	1,950.00	11,700.00
0112	5643200000-E	1515	2" WATER METER	6 EA	4,630.00	27,780.00
0113	5648000000-N	1515	RELOCATE WATER METER	2 EA	2,500.00	5,000.00
0114	5666000000-E	1515	FIRE HYDRANT	4 EA	4,500.00	18,000.00
0115	5672000000-N	1515	RELOCATE FIRE HYDRANT	1 EA	3,000.00	3,000.00
0116	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	7 EA	2,900.00	20,300.00
0117	5801000000-E	1530	ABANDON 8" UTILITY PIPE	256 LF	5.00	1,280.00
0118	5815500000-N	1530	REMOVE FIRE HYDRANT	4 EA	600.00	2,400.00
0119	5816000000-N	1530	ABANDON UTILITY MANHOLE	2 EA	750.00	1,500.00
0120	5835700000-E	1540	16" ENCASEMENT PIPE	150 LF	65.00	9,750.00
0121	5871900000-E	1550	TRENCHLESS INSTALLATION OF 16" IN SOIL	85 LF	170.00	14,450.00
0122	5871910000-E	1550	TRENCHLESS INSTALLATION OF 16" NOT IN SOIL	85 LF	450.00	38,250.00
0123	5882000000-N	SP	GENERIC UTILITY ITEM ADJUST SEWER CLEANOUT	2 EA	1,500.00	3,000.00
0124	5912000000-N	SP	GENERIC UTILITY ITEM ABANDON & REMOVE UTILITY VAULT	Lump Sum LS	6,000.00	6,000.00
0125	6000000000-E	1605	TEMPORARY SILT FENCE	7,105 LF	2.50	17,762.50
0126	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	70 TON	55.00	3,850.00
0127	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	100 TON	55.00	5,500.00
0128	6012000000-E	1610	SEDIMENT CONTROL STONE	505 TON	38.00	19,190.00
0129	6015000000-E	1615	TEMPORARY MULCHING	3.5 ACR	1,680.00	5,880.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0130	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	300 LB	0.60	180.00
0131	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	1.5 TON	225.00	337.50
0132	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF	10.00	2,000.00
0133	6029000000-E	SP	SAFETY FENCE	200 LF	2.50	500.00
0134	6030000000-E	1630	SILT EXCAVATION	180 CY	20.00	3,600.00
0135	6036000000-E	1631	MATTING FOR EROSION CONTROL	300 SY	3.35	1,005.00
0136	6042000000-E	1632	1/4" HARDWARE CLOTH	2,335 LF	3.80	8,873.00
0137	6045000000-E	SP	*** TEMPORARY PIPE (15")	65 LF	30.00	1,950.00
0138	6071010000-E	SP	WATTLE	590 LF	8.00	4,720.00
0139	6071030000-E	1640	COIR FIBER BAFFLE	30 LF	6.75	202.50
0140	6084000000-E	1660	SEEDING & MULCHING	3 ACR	2,700.00	8,100.00
0141	6087000000-E	1660	MOWING	3 ACR	280.00	840.00
0142	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB	5.60	280.00
0143	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	1,000.00	250.00
0144	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	75 LB	6.75	506.25
0145	6108000000-E	1665	FERTILIZER TOPDRESSING	2.25 TON	900.00	2,025.00
0146	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	110.00	1,100.00
0147	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25 EA	110.00	2,750.00
0148	6132000000-N	SP	GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	1 EA	2,500.00	2,500.00
0149	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	8 EA	800.00	6,400.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0150	7060000000-E	1705	SIGNAL CABLE	4,150 LF	2.30	9,545.00
0151	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	9 EA	800.00	7,200.00
0152	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	3 EA	975.00	2,925.00
0153	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1 EA	1,100.00	1,100.00
0154	7252000000-E	1710	MESSENGER CABLE (1/4")	400 LF	3.20	1,280.00
0155	7264000000-E	1710	MESSENGER CABLE (3/8")	450 LF	2.60	1,170.00
0156	7279000000-E	1715	TRACER WIRE	100 LF	0.75	75.00
0157	7301000000-E	1715	DIRECTIONAL DRILL (***** (1, 2"))	100 LF	22.00	2,200.00
0158	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	8 EA	230.00	1,840.00
0159	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	2 EA	520.00	1,040.00
0160	7372000000-N	1721	GUY ASSEMBLY	1 EA	316.00	316.00
0161	7396000000-E	1722	1/2" RISER WITH WEATHERHEAD	4 EA	115.00	460.00
0162	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1 EA	305.00	305.00
0163	7420000000-E	1722	2" RISER WITH WEATHERHEAD	5 EA	400.00	2,000.00
0164	7432000000-E	1722	2" RISER WITH HEAT SHRINK TUBING	1 EA	450.00	450.00
0165	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1,525 LF	5.85	8,921.25
0166	7456000000-E	1726	LEAD-IN CABLE (***** (1, 2"))	7,100 LF	1.30	9,230.00
0167	7516000000-E	1730	COMMUNICATIONS CABLE (**FIBER) (12)	570 LF	2.60	1,482.00
0168	7540000000-N	1731	SPLICE ENCLOSURE	1 EA	1,840.00	1,840.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0169	7552000000-N	1731	INTERCONNECT CENTER	1 EA	2,070.00	2,070.00
0170	7564000000-N	1732	FIBER-OPTIC TRANSCEIVER, DROP & REPEAT	1 EA	2,500.00	2,500.00
0171	7576000000-N	SP	METAL STRAIN SIGNAL POLE	4 EA	8,960.00	35,840.00
0172	7613000000-N	SP	SOIL TEST	4 EA	900.00	3,600.00
0173	7614100000-E	SP	DRILLED PIER FOUNDATION	24 CY	845.00	20,280.00
0174	7642100000-N	1743	TYPE I POST WITH FOUNDATION	4 EA	1,200.00	4,800.00
0175	7684000000-N	1750	SIGNAL CABINET FOUNDATION	1 EA	680.00	680.00
0176	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	1 EA	12,500.00	12,500.00
0177	7780000000-N	1751	DETECTOR CARD (TYPE 2070L)	9 EA	98.00	882.00
0178	7901000000-N	1753	CABINET BASE EXTENDER	1 EA	375.00	375.00
0179	7948000000-N	1757	TRAFFIC SIGNAL REMOVAL	1 EA	28.00	28.00
0180	7990000000-E	SP	GENERIC SIGNAL ITEM BACK PULL FIBER OPTIC CABLE	300 LF	3.75	1,125.00

Contract Item Sheets For C203899

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0181	8802030000-E	SP	SEGMENTAL GRAVITY RETAINING WALLS	883 SF	35.00	30,905.00
0182	8802040000-E	SP	CIP GRAVITY RETAINING WALLS	1,598 SF	109.00	174,182.00
<b>TOTAL AMOUNT OF BID FOR ENTIRE PROJECT</b>						<b>\$4,040,542.96</b>

1527/Aug03/Q174894.5/D805887770000/E182

Contract No. C203899  
County Forsyth

Rev. 5-19-11

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

**CORPORATION**

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

Yates Construction Co., Inc.

Full name of Corporation

9220 NC 65 Stokesdale, NC 27357

Address as Prequalified

Attest

*Bret L. Arnold*  
Secretary/Assistant Secretary  
Select appropriate title

By

*R. G. Yates, Sr.*  
President/Vice President/Assistant Vice President  
Select appropriate title

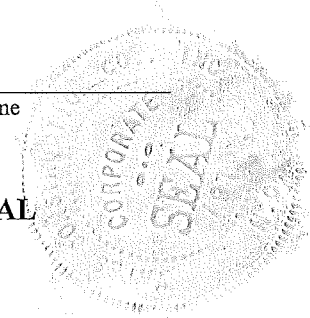
Bret L. Arnold

Print or type Signer's name

R. G. Yates, Sr.

Print or type Signer's name

CORPORATE SEAL



**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

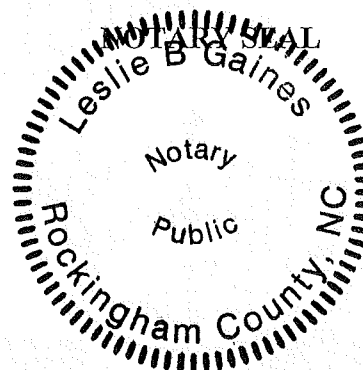
15 day of August 2016

*Leslie B. Gaines*  
Signature of Notary Public

of Rockingham County

State of NC

My Commission Expires: 5/8/21



## DEBARMENT CERTIFICATION

### Conditions for certification:

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

### DEBARMENT CERTIFICATION

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

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

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

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

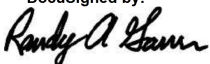
Check here if an explanation is attached to this certification.



Contract No. C203899

County (ies): Forsyth

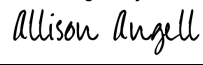
ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
  
A7079FC32A09478...  
Contract Officer

8/19/2016

Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:  
  
A6A0E93483DE423...  
Attorney General

8/19/2016

Date

Signature Sheet (Bid - Acceptance by Department)

Bond No. 1052257

Contract No. C203899  
County Forsyth

Rev 5-17-11

### CONTRACT PAYMENT BOND

Date of Payment Bond Execution August 5, 2016

Name of Principal Contractor Yates Construction Company, Inc.

Name of Surety: The Hanover Insurance Company

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

Amount of Bond: (\$4,040,542.96 ) Four Million Forty Thousand Five  
Hundred Forty Two Dollars and 96/100

Contract ID No.: C203899

County Name: Forsyth

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

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

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

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

Contract No. C203899  
County Forsyth

Rev 5-17-11

**CONTRACT PAYMENT BOND**

*Affix Seal of Surety Company*

The Hanover Insurance Company  
Print or type Surety Company Name

By Elizabeth A. Dyer  
Print, stamp or type name of Attorney-in-Fact



Elizabeth A. Dyer  
Signature of Attorney-in-Fact

Teresa D. Martin  
Signature of Witness

Teresa D. Martin  
Print or type Signer's name

P. O. Box 12748

Roanoke, VA 24028

Address of Attorney-in-Fact

Contract No. C203899  
County Forsyth

Rev 5-17-11

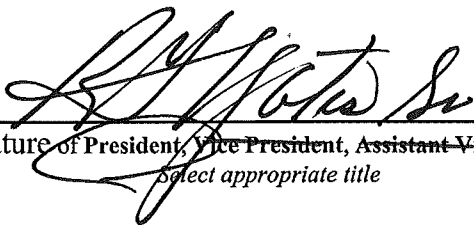
**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

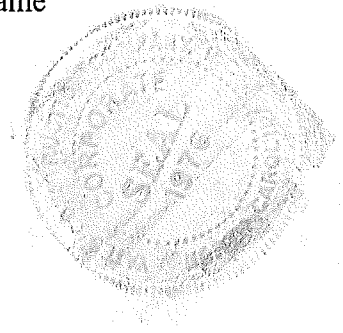
Yates Construction Company, Inc.  
Full name of Corporation

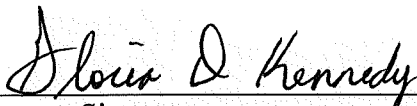
9220 NC 65, Stokesdale, NC 27357  
Address as prequalified

By   
Signature of ~~President, Vice President, Assistant Vice President~~  
Select appropriate title

Robert G. Yates, Sr.  
Print or type Signer's name  
President

*Affix Corporate Seal*



Attest   
Signature of ~~Secretary, Assistant Secretary~~  
Select appropriate title

Gloria D. Kennedy  
Print or type Signer's name  
Assistant Corporate Secretary

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Wyatt H. Walton, Joseph C. Thomas, Jr., Cynthia Ellinwood and/or Elizabeth A. Dyer

of Roanoke, VA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of August 2012.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*

Robert Thomas, Vice President

*Joe Brenstrom*

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 10th day of August 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

*Barbara A. Garlick*

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5th day of August 2016.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*J. Michael Pete*

J. Michael Pete, Vice President

Contract No. C203899  
 County Forsyth

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: August 5, 2016

Name of Principal Contractor: Yates Construction Company, Inc.

Name of Surety: The Hanover Insurance Company

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

Amount of Bond: (\$4,040,542.96) Four Million Forty Thousand Five Hundred Forty Two Dollars and 96/100

Contract ID No.: C203899

County Name: Forsyth

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

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

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

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

Contract No. C203899  
County Forsyth

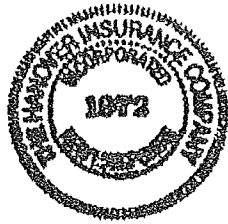
Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

*Affix Seal of Surety Company*

The Hanover Insurance Company  
Print or type Surety Company Name

By Elizabeth A. Dyer  
Print, stamp or type name of Attorney-in-Fact



Elizabeth A. Dyer  
Signature of Attorney-in-Fact

Teresa D. Martin  
Signature of Witness

Teresa D. Martin  
Print or type Signer's name

P. O. Box 12748

Roanoke, VA 24028

Address of Attorney-in-Fact

Contract No. C203899  
County Forsyth

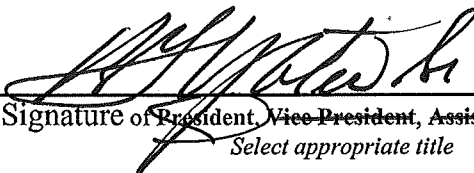
Rev 5-17-11

**CONTRACT PERFORMANCE BOND**  
**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Yates Construction Company, Inc.  
Full name of Corporation

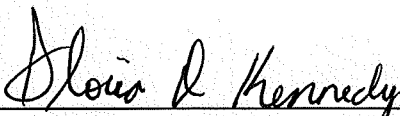
9220 NC 65, Stokesdale, NC 27357  
Address as prequalified

By   
Signature of ~~President, Vice President, Assistant Vice President~~  
Select appropriate title

Robert G. Yates, Sr.  
Print or type Signer's name  
President

*Affix Corporate Seal*



Attest   
Signature of ~~Secretary, Assistant Secretary~~  
Select appropriate title

Gloria D. Kennedy  
Print or type Signer's name  
Assistant Corporate Secretary



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Wyatt H. Walton, Joseph C. Thomas, Jr., Cynthia Ellinwood and/or Elizabeth A. Dyer

of Roanoke, VA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of August 2012.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 10th day of August 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5th day of August 2016.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete, Vice President