

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

C204968

CONTRACT AND  
CONTRACT BONDS  
FOR CONTRACT NO. C204968

WBS 54032.3.1 STATE FUNDED

T.I.P NO. U-5746

COUNTY OF WAKE

THIS IS THE ROADWAY CONTRACT

ROUTE NUMBER US-401 LENGTH 0.638 MILES

LOCATION US-401 FROM SR-1467/SR-2839 (ALLEN ST) TO SR-1010 (TEN-TEN RD).

CONTRACTOR BRANCH CIVIL INC

ADDRESS P.O. BOX 40004  
ROANOKE, VA 24022

BIDS OPENED NOVEMBER 19, 2024

CONTRACT EXECUTION 12/16/2024

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

PROPOSAL

**INCLUDES ADDENDUM NO.1 DATED 11-05-2024**

DATE AND TIME OF BID OPENING: **Nov 19, 2024 AT 02:00 PM**

CONTRACT ID C204968  
WBS 54032.3.1

FEDERAL-AID NO. STATE FUNDED  
COUNTY WAKE  
T.I.P NO. U-5746  
MILES 0.638  
ROUTE NO. US-401  
LOCATION US-401 FROM SR-1467/SR-2839 (ALLEN ST) TO SR-1010 (TEN-TEN RD).

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

**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. C204968 IN WAKE COUNTY, NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C204968** has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the *2024 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete Contract No. **C204968** in **Wake County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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



*State Contract Officer*

Signed by:

*Ronald Elton Davenport, Jr.*

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**PROJECT SPECIAL PROVISIONS****GENERAL****HAUL ROADS:**

(7-16-24)

105

SP1 G04

Revise the *Standard Specifications* as follows:

**Page 1-45, Article 105-15 RESTRICTION OF LOAD LIMITS, line 31,** add the following after second sentence of the second paragraph:

At least 30 days prior to use, the Contractor shall notify the Engineer of any public road proposed for use as a haul road for the project.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

(8-15-00) (Rev. 5-16-23)

108

SP1 G08 A

The date of availability for this contract is **January 6, 2025**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **December 12, 2026**.

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

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

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

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

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **January 6, 2025**.

The completion date for this intermediate contract time is **June 15, 2026**.

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

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

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

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **-L- (US 401)** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday thru Friday, 5:00 a.m. to 9:00 p.m.**

In addition, the Contractor shall not close or narrow a lane of traffic on **-L- (US 401) and/or -Y6- (Ten-Ten 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 **5:00 a.m.** December 31<sup>st</sup> and **9:00 p.m.** January 2<sup>nd</sup>. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **5:00 a.m.** Thursday and **9:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **5:00 a.m.** Friday and **9:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **5:00 a.m.** the day before Independence Day and **9:00 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **5:00 a.m.** the Thursday before Independence Day and **9:00 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **5:00 a.m.** Friday and **9:00 p.m.** Tuesday.
7. For **Thanksgiving**, between the hours of **5:00 a.m.** Tuesday and **9:00 p.m.** Monday.

8. For **Christmas**, between the hours of **5:00 a.m.** the Friday before the week of Christmas Day and **9:00 p.m.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures are not 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 herein and place traffic in the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per fifteen **(15)** minute time period.

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

(2-20-07)

108

SP1 G14 C

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **-Y6- (Ten-Ten Rd)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday thru Friday, 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m.**

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

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

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per fifteen **(15)** minute time period.



**PERMANENT VEGETATION ESTABLISHMENT:**

(2-16-12)(Rev. 1-16-24)

104

SP1 G16

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

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

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

**MAJOR CONTRACT ITEMS:**

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

104

SP1 G28

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

<b>Line #</b>	<b>Description</b>
26	Asphalt Concrete Base Course, Type B25.0C
27	Asphalt Concrete Intermediate Course, Type I19.0C
28	Asphalt Concrete Surface Course, Type S9.5C

**SPECIALTY ITEMS:**

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

108-6

SP1 G37

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

<b>Line #</b>	<b>Description</b>
54-58	Guardrail
60-64	Signing
77-82	Long-Life Pavement Markings
159 or 160 or 161 or 162 or 163	Permanent Pavement Markers
93-110	Utility Construction
111-142	Erosion Control
143-158	Signals/ITS System

**FUEL PRICE ADJUSTMENT:**

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

109-8

SP1 G43

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

The base index price for DIESEL #2 FUEL is \$ **2.2387** 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
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class _____	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

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

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

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

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

**STEEL PRICE ADJUSTMENT:**

(4-19-22)(Rev. 12-20-22)

SP1 G47

**Description and Purpose**

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

**Eligible Items**

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

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

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

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

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

**Bid Submittal Requirements**

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

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

The Contractor shall provide Form SPA-1 listing the Contract Line Number, (with corresponding Item Number, Item Description, and Category) for the steel products they wish to have an adjustment calculated. Only the contract items corresponding to the list of eligible item numbers for steel price adjustment may be entered on Form SPA-1. The Contractor may choose to have steel price adjustment applied to any, all, or none of the eligible items. However, the Contractor's selection of items for steel price adjustment or non-selection (non-participation)

may not be changed once Form SPA-1 has been received by the Department. Items the Bidder chooses for steel price adjustment must be designated by writing the word “Yes” in the column titled “Option” by each Pay Item chosen for adjustment. Should the bidder elect an eligible steel price item, the entire quantity of the line item will be subject to the price adjustment for the duration of the Contract. The Bidder’s designations on Form SPA-1 must be written in ink or typed and signed by the Bidder (Prime Contractor) to be considered complete. Items not properly designated, designated with “No”, or left blank on the Bidder’s Form SPA-1 will automatically be removed from consideration for adjustment. No steel items will be eligible for steel price adjustment on this Project if the Bidder fails to return Form SPA-1 in accordance with this provision.

**Establishing the Base Price**

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

- The bidding index for Category 1 Steel items is **\$ 37.00** per hundredweight.
- The bidding index for Category 2 Steel items is **\$ 46.68** per hundredweight.
- The bidding index for Category 3 Steel items is **\$ 60.63** per hundredweight.
- The bidding index for Category 4 Steel items is **\$ 38.15** per hundredweight.
- The bidding index for Category 5 Steel items is **\$ 52.19** per hundredweight.
- The bidding index for Category 6 Steel items is **\$ 48.80** per hundredweight.
- The bidding index for Category 7 Steel items is **\$ 39.25** per hundredweight.

The bidding index represents a selling price of steel based on Fastmarkets data for the month of **September 2024**.

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

<i>Product Relationship Table</i>			
<i>Steel Product (Title)</i>	BI, MI*	Adjustment Date for MI	Category
Reinforcing Steel, Bridge Deck, and SIP Forms	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	1
Structural Steel and Encasement Pipe	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	2
Steel H-Piles, Soldier Pile Walls	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	3

Guardrail Items and Pipe Piles	Based on one or more Fastmarkets indices	Material Received Date**	4
Fence Items	Based on one or more Fastmarkets indices	Material Received Date**	5
Overhead Sign Assembly, Signal Poles, High Mount Standards	Based on one or more Fastmarkets indices	Material Received Date**	6
Prestressed Concrete Members	Based on one or more Fastmarkets indices	Cast Date of Member	7
* BI and MI are in converted units of Dollars per Hundredweight (\$/CWT)			
** Material Received Date is defined as the date the materials are received on the project site. If a material prepayment is made for a Category 4-6 item, the Adjustment Date to be used will be the date of the prepayment request instead of the Materials Received Date.			

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

### Submittal Requirements

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

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

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

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

#### Step 1 (Form SPA -2)

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

- a. Documentation package number: (Insert the contract line-item) - (Insert sequential package number beginning with "1").

Example: 412 - 1,  
412 - 2,  
424 - 1,  
424 - 2,  
424 - 3, etc.

- b. The steel product quantity in pounds

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

#### Step 2 (Monthly Calculator Spreadsheet)

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

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

#### Price Adjustment Conditions

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

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

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

### Price Adjustment Calculations

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

#### Price increase/decrease will be computed as follows:

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

Where;

SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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



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

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

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

Example: Structural steel for a particular bridge was provided for in three different shipments with each having a different mill shipping date. The quantity of structural steel actually used for the bridge was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the plans of the final quantity of structural steel used for the bridge. The quantity to be adjusted cannot be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of structural steel represented by the last initial structural steel documentation package submission. The package used will be the one with the greatest sequential number.

**Extra Work/Force Account:**

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

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

Examples Form SPA-2

Steel Price Adjustment Submission Form

Contract Number C203394 Bid Reference Month January 2019

Submittal Date 8/31/2019

Contract Line Item 237

Line Item Description APPROX...LBS Structural Steel

Sequential Submittal Number 2

Table with 5 columns: Supplier, Description of material, Location information, Quantity in lbs., Adjustment Date. Includes rows for XYZ mill and ABC distributing, and a Total Pounds of Steel row.

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

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

Printed Name

Signature

**Examples Form SPA-2**  
**Steel Price Adjustment Submission Form**

Contract Number C203394 Bid Reference Month January 2019

Submittal Date August 31, 2019

Contract Line Item 237

Line Item Description SUPPORT, OVRHD SIGN STR -DFEB – STA 36+00

Sequential Submittal Number 2

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

Note: Attach the following supporting documentation to this form.

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

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

Printed Name  
 \_\_\_\_\_

Signature  
 \_\_\_\_\_

**Price Adjustment Sample Calculation (increase)**

---

Project bid on September 17, 2019

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

**Price Adjustment Sample Calculation (decrease)**

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Project bid on December 18, 2018

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

**Price Adjustment Sample Calculation (increase)**

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Project bid on July 16, 2020

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

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

108-2

SP1 G58

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

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2025	(7/01/24 - 6/30/25)	<b>42%</b> of Total Amount Bid
2026	(7/01/25 - 6/30/26)	<b>58%</b> of Total Amount Bid

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

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

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

102-15(J)

SP1 G66

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.  
<https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.xlsm>

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

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

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

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

*DBE Regular Dealer/Distributor Affirmation Form* – Form is used to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively of the cost of materials or supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 49 CFR 26.55 under the contract at issue. A Contractor will submit the completed form with the Letter of Intent.  
<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form%20-%20USDOT%202024.pdf>

**Combined MBE/WBE Goal**

The Combined MBE/WBE Goal for this project is **5.0%**

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

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

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

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

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

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

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

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

**Directory of Transportation Firms (Directory)**

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

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

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

### Listing of MBE/WBE Subcontractors

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

(A) Electronic Bids

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

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

(B) Paper Bids

- (1) *If the Combined MBE/WBE Goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
  - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the

appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

- (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE Goal.
- (2) *If the Combined MBE/WBE Goal is zero, entries on the Listing of MBE and WBE Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

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

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

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

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

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

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

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

holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

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

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

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

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

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

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

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

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

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

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

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

efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## (F) Manufacturer, Regular Dealer, Distributor

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

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

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

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

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

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

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

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE Goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no

interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.

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

### **MBE/WBE Replacement**

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

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

A committed MBE/WBE subcontractor may only be terminated or any portion of its work after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. Good cause does not exist if the Contractor seeks to terminate a

MBE/WBE or any portion of its work that it relied upon to obtain the contract so that the Contractor can self-perform the work for which the MBE/WBE was engaged, or so that the Contractor can substitute another MBE/WBE or non- MBE/WBE contractor after contract award. For purposes of this section, good cause shall include the following circumstances:

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

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

(A) Performance Related Replacement

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

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

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

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

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

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

### **Reporting Minority and Women Business Enterprise Participation**

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

- (A) Withholding of money due in the next partial pay estimate; or

- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

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

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

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

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

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

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

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

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

### **RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:**

(11-17-20)

SP01 G090

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

### **USE OF UNMANNED AIRCRAFT SYSTEM (UAS):**

(8-20-19)

SP1 G092

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

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

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

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

**EQUIPMENT IDLING GUIDELINES:**

(1-19-21)

107

SP1 G096

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

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

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

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

**SUBSURFACE INFORMATION:**

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

450

SP1 G112 A

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



**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

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

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

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

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

**OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

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

(1-16-07) (Rev. 10-15-24)

105-16, 225-2, 16

SP1 G180

**General**

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

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

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

**Roles and Responsibilities**

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
  - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
    - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
    - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.

- (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
  - (d) Implement the erosion and sediment control/stormwater site plans requested.
  - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
  - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
  - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
  - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
  - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
  - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
  - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.

- (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
  - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
  - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
  - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
  - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
  - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
  - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

- (1) Foreman in charge of grading activities
- (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
- (3) Foreman in charge of utility activities

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

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

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

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

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

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

### **Preconstruction Meeting**

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

**Ethical Responsibility**

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

**Revocation or Suspension of Certification**

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

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

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

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

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

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

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

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

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

### **Measurement and Payment**

All work described within this provision and the role of Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer will be incidental to the project for which no direct compensation will be made.

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

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

105-16, 230, 801

SP1 G181

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

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

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

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

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of

wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

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

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

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

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



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

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

200

SP2 R02B

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

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

235, 560

SP2 R45 A

**Description**

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

**Measurement and Payment**

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

**CORRUGATED ALUMINUM ALLOY CULVERT PIPE:**

(9-21-21)(Rev. 1-16-24)

305, 310

SP3 R34

Revise the *Standard Specifications* as follows:

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

<b>Item</b>	<b>Section</b>
Waterborne Paint	1080-9
Hot Bitumen	1081-3

**Page 3-5, Article 305-3, CONSTRUCTION METHODS**, add the following after line 26:

Coating must be applied to the aluminum when in contact with concrete. Immediately prior to coating, aluminum surfaces to be coated shall be cleaned by a method that will remove all dirt, oil, grease, chips, and other foreign substances. Aluminum to be coated shall be given one coat of suitable quality coating such as:

Approved waterborne paint (Section 1080-9)

Approved Hot Bitumen (Section 1081-3)

Other coating materials may be submitted to the Engineer for approval.

**Page 3-7, Article 310-6, MEASUREMENT AND PAYMENT, lines 10-11**, delete the fourth sentence and replace with the following:

Select bedding and backfill material and coating will be included in the cost of the installed pipe.

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

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

620

SP6 R25

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

The base price index for asphalt binder for plant mix is **\$ 585.38** per ton.

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

**FINAL SURFACE TESTING NOT REQUIRED:**

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

610

SP6 R45

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

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

(1-17-12)(Rev. 1-16-24)

9, 14, 17

SP9 R05

**Description**

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

Construct concrete foundations with the required resistances and dimensions and install anchor rod assemblies in accordance with the contract and accepted submittals. Construct drilled piers consisting of cast-in-place reinforced concrete cylindrical sections in excavated holes. Provide temporary casings or polymer slurry as needed to stabilize drilled pier excavations. Use

a prequalified Drilled Pier Contractor to construct drilled piers for metal poles. Define “excavation” and “hole” as a drilled pier excavation and “pier” as a drilled pier.

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

### **Materials**

Refer to the *Standard Specifications*.

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

Provide Type 3 material certifications in accordance with Article 106-3 of the *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 *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 *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 *Standard Specifications*. Drilling spoils consist of all materials and fluids removed from excavations.

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

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

Use polymer slurry and additives to stabilize holes in accordance with the slurry manufacturer's recommendations. Provide mixing water and equipment suitable for polymer slurry. Maintain the required slurry properties at all times except for sand content.

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

Remove soft and loose material from bottom of holes using augers to the satisfaction of the Engineer. Assemble rebar cages and place cages and Drilled Pier concrete in accordance with Subarticle 411-4(E) of the *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 *Standard Specifications*. A drilled pier will be considered defective in accordance with Subarticle 411-5(D) of the *Standard Specifications* and drilled pier acceptance is based in part on the criteria in Article 411-6 of the *Standard Specifications* except for the top of pier tolerances in Subarticle 411-6(C) of the *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 *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 *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 *Standard Specifications*. Use forms to construct portions of pedestals and grade beams protruding above finished grade. Provide a chamfer with a 3/4" horizontal width for pedestal and grade beam edges exposed above finished grade. Place concrete against undisturbed soil or backfill and fill in accordance with Article 410-8 of the *Standard Specifications*. Proper compaction around footings and wings is critical for foundations to resist uplift and torsion forces.

(C) Anchor Rod Assemblies

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

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

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

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

- (1) Turn leveling nuts onto anchor rods to a distance of one nut thickness between the top of foundation and bottom of leveling nuts. Place washers over anchor rods on top of leveling nuts.
- (2) Determine if nuts are level using a flat rigid template on top of washers. If necessary, lower leveling nuts to level the template in all directions or if applicable, lower nuts to tilt the template so the metal pole or upright truss will lean as shown in the plans. If leveling nuts and washers are not in full contact with the template, replace washers with galvanized beveled washers.
- (3) Verify the distance between the foundation and leveling nuts is no more than one nut thickness.
- (4) Place base plate with metal pole or upright truss over anchor rods on top of washers. High mount luminaires may be attached before erecting metal poles but do not attach cables, mast arms or trusses to metal poles or upright trusses at this time.
- (5) Place washers over anchor rods on top of base plate. Lubricate top nut bearing surfaces and exposed anchor rod threads above washers with beeswax, paraffin or other approved lubricant.
- (6) Turn top nuts onto anchor rods. If nuts are not in full contact with washers or washers are not in full contact with the base plate, replace washers with galvanized beveled washers.
- (7) Tighten top nuts to snug-tight with the full effort of one workman using a 12" wrench. Do not tighten any nut all at once. Turn top nuts in increments. Follow a star pattern cycling through each nut at least twice.
- (8) Repeat (7) for leveling nuts.
- (9) Replace washers above and below the base plate with galvanized beveled washers if the slope of any base plate face exceeds 1:20 (5%), any washer is not in firm contact with the base plate or any nut is not in firm contact with a washer. If any washers are replaced, repeat (7) and (8).
- (10) With top and leveling nuts snug-tight, mark each top nut on a corner at the intersection of 2 flats and a corresponding reference mark on the base plate. Mark top nuts and base plate with ink or paint that is not water-soluble. Use the turn-of-nut method for pretensioning. Do not pretension any nut all at once. Turn top nuts in increments for a total turn that meets the following nut rotation requirements:

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

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

- (11) Ensure nuts, washers and base plate are in firm contact with each other for each anchor rod. Cables, mast arms and trusses may now be attached to metal poles and upright trusses.
- (12) Between 4 and 14 days after pretensioning top nuts, use a torque wrench calibrated within the last 12 months to check nuts in the presence of the Engineer. Completely

erect mast arm poles and cantilever signs and attach any hardware before checking top nuts for these structures. Check that top nuts meet the following torque requirements:

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

If necessary, retighten top nuts in the presence of the Engineer with a calibrated torque wrench to within ± 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 *Standard Specifications*. No payment will be made for remediation of unacceptable drilled piers or post repair testing.

**HIGH STRENGTH CONCRETE FOR DRIVEWAYS:**

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

848

SP10 R20

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 1000-6 of the *Standard Specifications*.

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

**ELECTRONIC TICKETING SYSTEM:**

(7-16-24)

1020

SP10 R20

**Description**

At the contractor’s option, the use of an electronic ticketing system for reporting individual and cumulative asphalt material deliveries may be utilized on this project. At the preconstruction conference, the contractor shall notify the Engineer if they intend to utilize an electronic ticketing system for reporting individual and cumulative asphalt material deliveries to the project.



**Electronic Ticketing Requirements**

- a. The electronic ticketing system must be fully integrated with the load read-out system at the plant. The system shall be designed so data inputs from scales cannot be altered by either the Contractor or the Department.
- b. Material supplier must test to confirm that ticketing data can be shared from the originating system no less than 30 days prior to project start.
- c. After each truck is loaded, ticket data must be electronically captured, and ticket information uploaded via Application Programming Interface (API) to the Department.
- d. Obtain security token from NCDOT for access to E-Ticketing portal (to send tickets). To request a Security Key, fill out the below E-Ticketing Security Request Form: <https://forms.office.com/g/XnT7QeRtgt>
- e. Obtain API from NCDOT containing the required e-ticketing data fields and format. Download the API from the NCDOT E-ticketing Webpage: <https://connect.ncdot.gov/projects/construction/E-Ticketing/Pages/default.aspx>
- f. Provide all ticket information in real time and daily summaries to the Department's designated web portal. If the project contains locations with limited cellular service, an alternative course of action must be agreed upon.
- g. Electronic ticketing submissions must be sent between the Material Supplier and the Department.
- h. The electronic ticket shall contain the following information:

Date  
Time  
Contract Number  
Supplier Name  
Contractor Name  
Material  
JMF  
Gross Weight  
Tare Weight  
Net Weight  
Load Number  
Cumulative Weight  
Truck Number  
Weighmaster Certification  
Weighmaster Expiration  
Weighmaster Name  
Facility Name  
Plant Type

Plant Number  
 Ticket Number  
 Voided Ticket Number (if necessary)  
 Original Ticket Number (if necessary)  
 Supplier Revision (If necessary)

The Contractor/supplier can use the electronic ticketing system of their choice to meet the requirements of this provision.

### Measurement and Payment

No measurement or payment will be made for utilizing an electronic ticketing system as the cost of such shall be included in the contract price bid for the material being provided.

### **GLASS BEAD GRADATION FOR PAVEMENT MARKINGS:**

(9-17-24)

1087

SP10 R87

Revise the *Standard Specifications* as follows:

**Page 10-187, Subarticle 1087-4(C), Gradation & Roundness, after line 6, delete and replace Table 1087-2 with the following:**

<b>TABLE 1087-2</b>		
<b>GLASS BEAD GRADATION REQUIREMENTS</b>		
<b>Sieve Size</b>	<b>Gradation Requirements</b>	
	<b>Minimum</b>	<b>Maximum</b>
Passing #20	100%	--
Retained on #30	5%	15%
Retained on #50	40%	80%
Retained on #80	15%	40%
Passing #80	0%	10%
Retained on #200	0%	5%

### **SNOWPLOWABLE DELINEATION:**

(10-15-24)

1253

SP12 R53

### Description

Furnish, install and maintain snowplowable delineation.

There are five snowplowable delineation alternate options approved for use in North Carolina. They include the following markers and markings options:

- (1) Polycarbonate H-shaped Markers
- (2) Inlaid Raised Pavement Markers
- (3) 10' Rumble Skips
- (4) Inlaid Cradle Markers
- (5) 10' Inlaid Pavement Markings

Only one type of snowplowable delineation will be allowed on a single project.

## Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Epoxy	1081
Pavement Markings	1087
Snowplowable Pavement Markers	1086-3

Any snowplowable pavement delineation shall conform to the applicable requirements of Sections 1086, 1087, and 1081 of the *Standards and Specifications*. Use snowplowable delineation markers and markings listed on the NCDOT APL. Any treatment that requires pavement cutting or milling shall be installed within 7 calendar days of the pavement cutting or milling operation.

## Construction Methods

### (A) General

For any snowplowable delineation, prior to installation, by brushing, blow cleaning, vacuuming or other suitable means, ensure that all materials and the pavement surface are free of dirt, grease, dust, oil, moisture, mud, grass, or any other material that would prevent adhesion to the pavement by brushing blow cleaning, or vacuuming. If required, apply a primer per manufactures recommendations to pavement surfaces before applying pavement marking material.

Install snowplowable delineation per manufacturers specifications every 80 feet. Make sure pavement markers are oriented to traffic correctly and pavement markings are applied in a uniform thickness. Do not apply markings over longitudinal joints. Protect the pavement markings until they are tack free. Apply applicable Sections 1205 and 1250 of the *Standards Specifications*.

If damage occurs during installation the effected treatments shall be corrected or replaced. This work shall be considered incidental to the installation of the marking or marker.

### (B) Polycarbonate H-shaped Markers and Inlaid Cradle Markers

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

Install polycarbonate H-shaped markers and inlaid cradle markers castings into slots sawcut into the pavement. Make slots in the pavement to exactly duplicate the shape of the casting of the polycarbonate H-shaped markers and inlaid cradle markers.

If saw cutting, milling, or grooving operations are used, promptly remove all resulting debris from the pavement surface. Install the marker housings within 7 calendar days after saw cutting , milling, or grooving the pavement. Remove and dispose of loose material from the slots by brushing, blow cleaning or vacuuming. Dry the slots before applying the epoxy

adhesive. Install polycarbonate H-shaped markers and inlaid cradle markers according to the manufacturer's recommendations.

Protect the polycarbonate H-shaped markers or inlaid cradle markers until the epoxy has initially cured and is track free.

Construct inlaid cradle markers in accordance with the details in the plans and as directed by the Engineer.

### **(C) Reflector Replacement**

The following requirements only apply to polycarbonate H-shaped markers and inlaid cradle markers.

In the event that a reflector is damaged, replace the damaged reflector by using adhesives and methods recommended by the manufacturer of the markers and approved by the Engineer. This work is considered incidental if damage occurs during the initial installation of the marker housings and maintenance of initial polycarbonate H-shaped markers or inlaid cradle markers specified in this section.

If during reflector replacement it is discovered that the housing is missing or broken this will be paid as *Polycarbonate H-shaped Markers* or *Inlaid Cradle Markers*. Missing housings shall be replaced. Broken housings shall be removed and replaced. In both cases the slot for the housings shall be properly prepared prior to installing the new housing; patch the existing marker slots as directed by the Engineer and install the new marker approximately one foot before or after the patch. Removal of broken housings and preparation of slots will be considered incidental to the work of replacing housings.

### **(D) Inlaid Raised Pavement Markers**

Cut groove in accordance with the details in the plans and as directed by the Engineer.

Use adhesive recommended by the manufacturer to install markers into the groove in accordance with Section 1251. The raised pavement markers are incidental to inlaid raised pavement markers.

### **(E) 10' Rumble Skips**

Construct 10' rumble skips on asphalt concrete in accordance with Section 665 for all centerline and shoulder rumble skips, details in the plans and as directed by the Engineer. Construct 10' rumble skips on Portland cement concrete in accordance with Section 730 for all centerline and shoulder rumble skips, details in the plans and as directed by the Engineer. The milled rumble strips are incidental to the rumble skips. Using polyurea or extruded 90 mil thermoplastic construct pavement markings in accordance with Section 1205.

**(F) 10' Inlaid Pavement Markings**

The groove in which the marking is to be placed shall be one inch wider than the marking to be placed and 10 mils deeper than the thickness of the marking.

When using this method, use enhanced reflective media. The following retroreflectivity values shall be met.

<b>MINIMUM INITIAL REFLECTOMETER READINGS</b>		
<b>Item</b>	<b>Color</b>	<b>Reflectivity</b>
Enhanced Reflectivity Media	White	450 mcd/lux/m <sup>2</sup>
	Yellow	350 mcd/lux/m <sup>2</sup>

Using polyurea, extruded 90 mil thermoplastic or cold applied plastic construct pavement markings in accordance with Section 1205.

**Maintenance**

Maintain all installed snowplowable delineation before acceptance by the Engineer.

**Measurement and Payment**

*Polycarbonate H-shaped Markers* will be measured and paid as the actual number of polycarbonate H-shaped markers satisfactorily placed and accepted by the Engineer.

*Inlaid Raised Pavement Markers* will be measured and paid as the actual number of inlaid raised pavement markers satisfactorily placed and accepted by the Engineer.

*10' Rumble Skips* will be measured and paid as the actual number of rumble skips satisfactorily placed and accepted by the Engineer.

*Inlaid Cradle Markers* will be measured and paid as the actual number of pavement markers satisfactorily placed and accepted by the Engineer.

*10' Inlaid Pavement Markings* will be measured and paid as the actual number of 10' inlaid pavement markings satisfactorily placed and accepted by the Engineer.

*Replace Snowplowable Pavement Marker Reflector* will be measured and paid in accordance with Article 1253-5.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Polycarbonate H-shaped Markers	Each
Inlaid Raised Pavement Markers	Each
10' Rumble Skips	Each
Inlaid Cradle Markers	Each
10' Inlaid Pavement Markings	Each

**WATTLE DEVICES:**

(1-1-24)

1642

SP16 R01

**Page 16-23, Subarticle 1642-2(B) Wattle, lines 10-12, delete and replace with the following:**

**(B) Wattle and Wattle Barrier**

Wattles shall meet Table 1642-1.

<b>TABLE 1642-1</b>	
<b>100% CURLED WOOD (EXCELSIOR) FIBERS - WATTLE</b>	
<b>Property</b>	<b>Property Value</b>
Minimum Diameter	12 inches
Minimum Density	2.5 pcf +/- 10%
Net Material	Synthetic
Net Openings	1 inch x 1 inch
Net Configuration	Totally Encased
Minimum Weight	20 lb +/- 10% per 10 foot length

Coir Fiber Wattles shall meet Table 1642-2.

<b>TABLE 1642-2</b>	
<b>100% COIR (COCONUT) FIBERS WATTLE</b>	
<b>Property</b>	<b>Property Value</b>
Minimum Diameter	12 inches
Minimum Density	3.5 pcf +/- 10%
Net Material	Coir Fiber
Net Openings	2 inch x 2 inch
Net Strength	90 lb
Minimum Weight	2.6 pcf +/- 10%

Wattle Barriers shall meet Table 1642-3.

<b>TABLE 1642-3</b>	
<b>100% CURLED WOOD (EXCELSIOR) FIBERS – WATTLE BARRIER</b>	
<b>Property</b>	<b>Property Value</b>
Minimum Diameter	18 inches
Minimum Density	2.9 pcf +/- 10%
Net Material	Synthetic
Net Openings	1 inch x 1 inch
Net Configuration	Totally Encased
Minimum Weight	5 pcf +/- 10%

Coir Fiber Wattle Barriers shall meet Table 1642-4.

<b>TABLE 1642-4</b>	
<b>100% COIR (COCONUT) FIBERS WATTLE BARRIER</b>	
<b>Property</b>	<b>Property Value</b>
Minimum Diameter	18 inches
Minimum Density	5 pcf +/- 10%
Net Material	Coir Fiber
Net Openings	2 inch x 2 inch
Net Strength	90 lb
Minimum Weight	10 pcf +/- 10%

**Pages 16-24 & 16-25, Article 1642-5 MEASUREMENT AND PAYMENT**, lines 42-47 & lines 1-2, delete and replace with the following:

*Wattle* will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Wattle*.

*Coir Fiber Wattles* will be measured and paid for by the actual number of linear feet of coir fiber wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Coir Fiber Wattles*.

*Wattle Barrier* will be measured and paid as the actual number of linear feet of wattle barrier installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Wattle Barrier*.

*Coir Fiber Wattle Barrier* will be measured and paid as the actual number of linear feet of coir fiber wattle barrier installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Coir Fiber Wattle Barrier*.

**Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT**, after line 9, delete and replace “ \_\_\_ Wattle Check” with “Wattle”.

Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, after line 9, delete and replace “ \_\_\_ Wattle Barrier” with “Wattle Barrier”.

Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, after line 9, add the following:

<b>Pay Item</b>	<b>Pay Unit</b>
Coir Fiber Wattle	Linear Foot
Coir Fiber Wattle Barrier	Linear Foot

**PERMANENT SEEDING AND MULCHING:**

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

1660

SP16 R02

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

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

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

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



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

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

Z-2

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

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

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

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

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza  
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

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

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

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

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

(1-16-24)

Z-4

Revise the *2024 Standard Specifications* as follows:

**Division 3**

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

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

**Division 9**

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

**Division 10**

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

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

**Division 11**

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

**Division 15**

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

**Division 16**

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

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

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

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

(3-18-03) (Rev. 5-21-19)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

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

**Regulated Articles Include**

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

**STANDARD SPECIAL PROVISION**

**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

**STANDARD SPECIAL PROVISION****TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 1/16/2024)

Z-6

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

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

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

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

**(a) Compliance with Regulations**

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

**(b) Nondiscrimination**

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

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

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

**(d) Information and Reports**

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books,



records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

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

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

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

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
  - 1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.

2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
  3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”
  4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
  5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
  6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
  - (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
  - (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
    1. Applicability

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

## 2. Eligibility

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

## 3. Time Limits and Filing Options

Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

- (i) The date of the alleged act of discrimination; or
- (ii) The date when the person(s) became aware of the alleged discrimination; or
- (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

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

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

## 4. Format for Complaints

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

## 5. Discrimination Complaint Form

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

## 6. Complaint Basis

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

**TABLE 103-1  
COMPLAINT BASIS**

<b>Protected Categories</b>	<b>Definition</b>	<b>Examples</b>	<b>Applicable Nondiscrimination Authorities</b>
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. ( <i>Executive Order 13166</i> )
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin ( <i>Limited English Proficiency</i> )	Place of birth. Citizenship is not a factor. ( <i>Discrimination based on language or a person's accent is also covered</i> )	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) ( <i>Religion/ Creed in all aspects of any aviation or transit-related construction</i> )	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</i>	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. ( <i>49 U.S.C. 5332(b); 49 U.S.C. 47123</i> )

### (3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

**(4) Additional Title VI Assurances**

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

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

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

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

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



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

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

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

## Training Classifications

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

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

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

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

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

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

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

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

## Records and Reports

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

**PROJECT SPECIAL PROVISIONS  
GEOENVIRONMENTAL**

**CONTAMINATED SOIL (3/17/2022)**

The Contractor's attention is directed to the fact that soil contaminated with petroleum hydrocarbon compounds may exist within the project area.

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 areas shown on the plans, 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 a stockpile is needed, the stockpile shall be created within the property boundaries of the source material and in accordance with the Diagram for Temporary Containment and Treatment of Petroleum-Contaminated Soil per North Carolina Department of Environmental Quality's (NCDEQ) Division of Waste Management UST Section GUIDELINES FOR EX SITU PETROLEUM CONTAMINATED SOIL REMEDIATION. If the volume of contaminated material exceeds available space on site, the Contractor shall obtain a permit from the NCDEQ UST Section's Regional Office for off-site temporary storage. The Contractor shall provide copies of disposal manifests completed per the disposal facilities requirements and weigh tickets to the Engineer.

**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 stockpiling, loading, transportation, weighing, laboratory testing, disposal, equipment, decontamination of equipment, labor, and personal protective equipment.

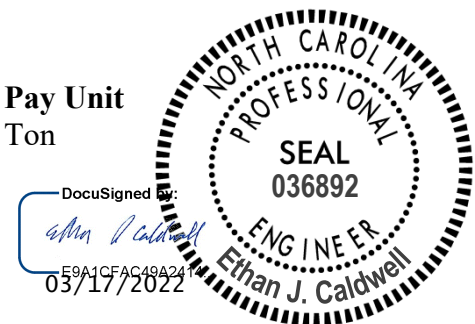
Payment shall be made under:

**Pay Item**

Hauling and Disposal of Petroleum Contaminated Soil

**Pay Unit**

Ton



# TC-1

U-5746

Wake County

## WORK ZONE TRAFFIC CONTROL

### Project Special Provisions Table of Contents

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6/19/2024

## TC-2

U-5746

Wake County

### **ADA COMPLIANT PEDESTRIAN TRAFFIC CONTROL DEVICES:**

(10/31/2017) (Rev. 6/3/2022)

#### **Description**

Furnish, install, and maintain all ADA compliant pedestrian traffic control devices for existing pedestrian facilities that are disrupted, closed, or relocated by planned work activities.

The ADA compliant pedestrian traffic control devices used to either close, redirect, divert or detour pedestrian traffic are Pedestrian Channelizing Devices, Audible Warning Devices and Temporary Curb Ramps.

#### **Construction Methods**

The ADA compliant pedestrian traffic control devices involved in the closing or redirecting of pedestrians as designated on the Transportation Management Plan (TMP) shall be manufactured and assembled in accordance with the requirements of the Americans with Disabilities Act (ADA) and be on the NCDOT approved products list.

Pedestrian Channelizing Devices shall be manufactured and assembled to be connected as to eliminate any gaps that allow pedestrians to stray from the channelizing path. Any Pedestrian Channelizing Devices used to close or block a pedestrian facility shall have a "SIDEWALK CLOSED" sign affixed to it and any audible warning devices, if designated on the TMP.

Audible Warning Devices shall be manufactured to include a locator tone activated by a motion sensor and have the ability to program a message for a duration of at least 1 minute. The motion sensor shall have the ability to detect pedestrians a minimum of 10' away. The voice module may be automatic or it may be push button activated. If push button activated, it shall be mounted at a height of approximately 3.5 feet, but no more than 4 feet, above the pedestrian facility.

Temporary Curb Ramps shall be manufactured and assembled to meet all of the requirements for persons with walking disabilities, including wheelchair confinement, according to the ADA regulations. All detectable warning features are to be included with these installations.

#### **Measurement and Payment**

*Pedestrian Channelizing Devices* will be measured and paid as the maximum number of linear feet of *Pedestrian Channelizing Devices* furnished, acceptably placed, and in use at any one time during the life of the project.

No direct payment will be made for any sign affixed to a pedestrian channelizing device. Signs mounted to pedestrian channelizing devices will be considered incidental to the device.

**TC-3**

U-5746

Wake County

*Audible Warning Devices* will be measured and paid as the maximum number of *Audible Warning Devices* furnished, acceptably installed, and in use at any one time during the life of the project.

Relocation, replacement, repair, maintenance, or disposal of *Pedestrian Channelizing Devices* and *Audible Warning Devices* will be incidental to the pay item.

*Temporary Curb Ramps* will be measured and paid as the actual number of *Temporary Curb Ramps* furnished, acceptably installed, and in use. *Temporary Curb Ramps* will be paid for each time a curb ramp is moved from one location on the project to another location on the project.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Pedestrian Channelizing Devices	Linear Foot
Audible Warning Devices	Each
Temporary Curb Ramps	Each

**PEDESTRIAN TRANSPORT SERVICE:**

(09/07/2018)

**Description**

The Contractor shall provide a Pedestrian Transport Service through and/or around the project when a traversable, firm, stable, and slip-resistant path for pedestrians cannot be maintained through the work area. At minimum, the Pedestrian Transport Service shall be on-call between the hours of 7:00 a.m. and 8:00 p.m. Monday thru Sunday, and operate at no-cost to the users.

**Construction Methods**

The Contractor shall enlist the services of a registered, licensed, and insured transportation service (which may include ride-sharing or taxi services) during the times listed above.

The Pedestrian Transport Service shall operate on an on-call basis with wait times not exceeding 15 minutes. Pedestrians shall be able to request a ride by calling or text messaging a conspicuously posted number using standard cellular phone. The posted number shall either automatically dispatch a transport vehicle to the pedestrian's location, or shall connect to a responsible individual who can manually dispatch a transport vehicle to the pedestrian's location.

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Wake County

Solely requiring pedestrians to use a third-party cellular phone application (smart phone app) to dispatch the transport vehicle shall be considered non-compliant with this section, but offering a smart phone app to directly dispatch the service is encouraged as a supplement to the posted number.

Pedestrians shall not be required to present any form of payment for the service, and shall not be required to provide any form of identification other than their name.

The Contractor shall install notification signage and Audible Warning Devices at pedestrian path closure points to notify pedestrians of the Pedestrian Transport Service, instruct them how to dispatch the service (by either texting or calling the posted number), and where to wait. Both the Audible Warning Devices and notification signage shall convey the same message and be approved by the Engineer.

The Pedestrian Transport Service shall operate at a prudent speed and have designated, safe, accessible, and traversable areas for pedestrians to wait for the pedestrian transport vehicle. There shall be a location for the Pedestrian Transport Service to safely pull the transport vehicle off the roadway traffic lane or into a closed traffic lane to load or unload passengers. Pedestrians with ADA needs shall not be unloaded in a location where the surface or facility is not accessible or traversable.

If flaggers are present on the job, the flaggers shall direct pedestrians to use the Pedestrian Transport Service to pass through or around the work zone.

**Measurement and Payment**

*Pedestrian Transport Service* will be measured and paid as the actual number of completed trips provided to pedestrians. Multiple pedestrians transported using a single trip will be paid as a single trip. No direct payment will be made for the responsible individual dispatching the vehicle the smart phone app, pedestrian loading and unloading areas, or notification signage as these items will be considered incidental to the Pedestrian Transport Service.

*Audible Warning Devices* will be measured and paid under the ADA Compliant Pedestrian Traffic Control Devices special provision.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Pedestrian Transport Service	Each



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## PROJECT SPECIAL PROVISIONS Utility Construction

HDR Engineering, Inc. of the Carolinas  
555 Fayetteville Street, Suite 900  
Raleigh, NC 27601-3034  
919.232.6600



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

Where brand names and model numbers are specified in these Special Provisions or in the plans, the cited examples are used only to denote the quality standard of product desired and do not restrict bidders to a specific brand, make, or manufacturer. They are provided to set forth the general style, type, character, and quality of the product desired. Equivalent products will be acceptable.

The utility owner is the Town of Fuquay-Varina. The contact person is Michael Wagner and he can be reached by phone at 919-567-3911.

The provisions contained within these Utilities Construction Project Special Provisions modify the *Standard Specifications* only for materials used and work performed constructing water or sewer facilities owned by Town of Fuquay-Varina.

### **Section 1034 – Sanitary Sewer Pipe and Fittings**

#### **Page 10-65, Sub-article 1034-1, CLAY PIPE**

Shall be deleted in its entirety.

#### **Page 10-65, Sub-article 1034-2, PLASTIC PIPE, (A) PVC Gravity Flow Sewer Pipe**

Add the following after line 15:

- (1) PVC pipe shall be green color.
- (2) PVC pipe will not be allowed in areas that have been contaminated by petroleum products.
- (3) Each length of pipe shall be marked with the following information: size, company name or logo, PVC sewer pipe, manufacturer's code, and cell classification.
- (4) Where laying conditions so warrant, and in accordance with manufacturer's recommendations, lower SDR values (stronger pipe) may be required. The Town reserves the

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right to require the installation of SDR 26 or SDR 21 for gravity sewer pipe and SDR 21 or SDR 17 for the sewer pressure pipe at the discretion of the Engineer.

C-900 PVC is allowed for gravity sewer installations over 12-feet of cover if the following conditions are met:

- NCDEQ separation requirements are met or exceeded with other utilities (wet and dry).
- C-900 shall be a maximum of DR-18.
- When C-900 is used in lieu of epoxy lined DIP for deep sewer installations, special bedding shall be required for the main line and the sewer services. Main line bedding shall be designed per manufacturer recommendations; however, bedding of 78M or No. 5 stone shall be a minimum 1-foot below invert and 1-foot above crown of pipes of stone above and below to the cleanout ROW.

The entire line and sewer services shall be left exposed for visual inspection by the Engineer before backfill with special attention at service taps.

PVC C900 fittings using AWWA C900 pipe 8” and smaller shall be gasketed joint of one piece and injection molded of PVC compound with a cell class meeting or exceeding 12454 or 13343 per ASTM D1784. Elbows and Tees shall comply with AWWA C907. Wyes shall comply with the dimensional requirements of AWWA C907 except that minimum wall thickness shall be DR 18 of like size AWWA C900 pipe and all other requirements of this specification. Gasketed joints shall be pressure rated 235 psi per ASTM D3139. Gaskets shall be SBR rubber complying with ASTM F477. All fittings for gravity sewer pipe using AWWA C900 pipe 10” and larger shall be fabricated from C900 pressure rated pipe.

Use	Material	DIP	PVC		
			SDR-21	SDR-35	C-900 DR-18
Sewer Gravity Main (<12’ depth)		X <sup>1</sup>	X	X	X <sup>2</sup>
Deep Gravity Sewer (>12’ depth)		X <sup>1</sup>			X <sup>2</sup>

<sup>1</sup> Interior Ceramic epoxy coated

<sup>2</sup> With Special bedding

**Page 10-65, Sub-article 1034-2, PLASTIC PIPE, (B) PVC Force Main Sewer Pipe, (1) Pressure Rated Pipe and (2) Pressure Class Pipe**

Add after line 30 the following:

Each length of pipe shall be marked with the following information: size, company name or logo, PVC sewer pipe, manufacturer's code, and cell classification.

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	Material	DIP	PVC		
Use			SDR-21	SDR-35	C-900 DR-18
Sewer Force Main		X <sup>1</sup>	X	X	X

<sup>1</sup> Interior Ceramic epoxy coated

**Page 10-65, Sub-article 1034-2, PLASTIC PIPE, (C) Polyethylene Pipe (PE), Pipe Force Main Sewer Pipe**

Delete lines 32 through 33 in its entirety, PE and HDPE pipe shall not be installed on this project.

**Page 10-65, Sub-article 1034-3, CONCRETE SEWER PIPE**

Delete lines 35 through 37 in its entirety, concrete sanitary sewer pipe shall not be installed on this project.

**Page 10-65, Sub-article 1034-4. Ductile Iron Pipe, (A) Gravity Flow Sewer Pipe and (B) Force Main Sewer Pipe**

**(A) Ductile Iron Pipe**

Add the following after line 43:

- (1) Approved DI Push-On Joint Pipe Manufacturers: Griffin, American, McWane, Pacific States, US Pipe or equivalent.
- (2) Ductile iron pipe shall have a Class 350 minimum pressure class rating.
- (3) All buried ductile iron pipe and fittings shall have a bituminous exterior coating in accordance with AWWA C151.
- (4) Interior Coating of DIP in Wastewater Applications

All DIP and fittings used in wastewater applications shall be coated with an interior ceramic epoxy lining. The lining shall be factory applied, and the pipe shall have no other interior coating prior to application of the ceramic epoxy lining.

The interior ceramic epoxy lining materials and application shall meet the following standards: ASTM E-96, ASTM G-95, ASTM B-1 17, ASTM G-14, A STM D-714, SSPCPA- 2, ASTM D-1308, EPA 1311, and EN 598.

The interior of the pipe and fittings shall receive 40 mils nominal dry film thickness of ceramic epoxy lining. The ceramic epoxy material shall be an amine cured Novalac epoxy containing at least 20% by volume of ceramic quartz pigment. The lining shall be applied as recommended by the lining manufacturer.

The interior lining on all DIP and fittings shall be holiday tested for integrity. Any defects found shall be repaired prior to shipment. Each pipe and fitting shall be stamped with the name of the company that applied the lining, and the date the lining was applied.

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Ceramic epoxy lined pipe and fittings shall be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe or fittings for lifting, positioning, or laying.

**(B) Force Main Sewer Pipe**

Add the following after line 8:

(1) Approved DI Push-On Joint Pipe Manufacturers: Griffin, American, McWane, Pacific States, US Pipe or equivalent.

(2) Approved DI Restrained Joint (RJ): US Pipe: TR Flex, McWane (Clow), American: Flex-Ring, Griffin: Snap-Lok or equivalent.

(3) All buried ductile iron pipe and fittings shall have a bituminous exterior coating in accordance with AWWA C151.

**(4) Interior Coating of DIP in Wastewater Applications**

All DIP and fittings used in wastewater applications shall be coated with an interior ceramic epoxy lining. The lining shall be factory applied, and the pipe shall have no other interior coating prior to application of the ceramic epoxy lining.

The interior ceramic epoxy lining materials and application shall meet the following standards: ASTM E-96, ASTM G-95, ASTM B-1 17, ASTM G-14, A STM D-714, SSPCPA- 2, ASTM D-1308, EPA 1311, and EN 598.

The interior of the pipe and fittings shall receive 40 mils nominal dry film thickness of ceramic epoxy lining. The ceramic epoxy material shall be an amine cured Novalac epoxy containing at least 20% by volume of ceramic quartz pigment. The lining shall be applied as recommended by the lining manufacturer.

The interior lining on all DIP and fittings shall be holiday tested for integrity. Any defects found shall be repaired prior to shipment. Each pipe and fitting shall be stamped with the name of the company that applied the lining, and the date the lining was applied.

Ceramic epoxy lined pipe and fittings shall be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe or fittings for lifting, positioning, or laying.

**Section 1036 – Water Pipe and Fittings****Page 10-66, Sub-article 1036-2, Copper Pipe second paragraph**

Delete:

Use flared or;

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after line 21, add the following:

No union shall be used in the installation of the service connection of 100-feet or less. Service lines more than 100 feet shall use a three-piece compression coupling. Only one compression coupling shall be used for each 100 feet or fraction thereof.

**Page 10-67, Sub-article 1036-4, Steel Pipe****(A) Water Pipe**

Delete lines 3 through 5 in its entirety, no steel water pipe will be used on this project

**Page 10-67, Sub-article 1036-5 Ductile Iron Pipe and Fittings, Paragraph**

Add the following after line 16:

DI pipe and fittings up to and including 12-inch shall be (CI 350) designed for an internal pressure of 250 psi.

(1) Approved DI Push-On Joint Pipe Manufacturers: Griffin, American, McWane, Pacific States, US Pipe or equivalent.

(2) Approved DI Restrained Joint (RJ): US Pipe: TR Flex, McWane (Clow), American: Flex-Ring, Griffin: Snap-Lok or equivalent.

(3) Acceptable manufacturers for DI Fittings are Griffin, American Flow Control, Tyler-Union, Harco, Star, Clow, Sigma, or equivalent.

(4) All buried ductile iron pipe and fittings shall have a bituminous exterior coating in accordance with AWWA C151.

**Page 10-67, Sub-article 1036-6 Fire Hydrants**

Add the following after line 24:

Acceptable Hydrant manufacturers are Mueller: Centurion A-421, American Darling: MK 73-2, Clow: Medalion, M&H: Model-129 or equivalent.

**Page 10-67, Sub-article 1036-7 Water Valves, (A) Gate Valves through (C) Tapping Valves**

Add the following after line 32:

Acceptable resilient seat wedge gate valve manufacturers are Mueller, M&H: C515, Clow; F-6100, American Flow Control: Series 2500 or equivalent.

**Page 10-67, Sub-article 1036-7 Water Valves, (A) Gate Valves through (C) Tapping Valves****(B) Bronze Gate Valves**

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Delete lines 34-35 in their entirety, bronze valves shall not be installed on this project.

**Page 10-68, Sub-article 1036-8 Sleeves, Coupling, and Miscellaneous, (A)**

After line 19, add the following:

Acceptable manufacturers for tapping sleeves and tapping saddles:

- (1) Tapping Sleeves and Tapping Saddles: Mueller, Romac Industries, American Flow Control, Clow, Smith & Blair, JCM, Ford, or equivalent.

**Page 10-68, Sub-article 1036-8 Sleeves, Coupling, and Miscellaneous, (B)**

After line 24, add the following:

Acceptable manufacturers:

- (1) Special Restraint System: One-Lok by Sigma, Mueller Aqua-Grip or equivalent.
- (2) Transition Coupling: Smith Blair, Mueller, Romac, Hymax, JCM, or equivalent.
- (3) Pipe Repair Clamps: Mueller, JCM, Ford, Smith & Blair, Romac or equivalent.

**Page 10-68, Sub-article 1036-9, Service Line Valves and Fittings, Paragraph 1**

After line 30, add the following:

Acceptable manufacturers are Mueller: B:25008, Ford: FB-1000G, McDonald: 4701-BT, Cambridge Brass, or equivalent.

**Division 15 – Utility Construction**

**Page 15-2, Article 1500-7 SUBMITTALS AND RECORDS, lines 29-30**, replace the last sentence of the third paragraph with the following:

Record drawings, which reflect “as-built” conditions must be submitted prior to final acceptance of infrastructure by the Town. Final plats will not be signed by the Town until recorded drawings have been submitted to the Town.

Record drawings shall contain all the information required for Subdivision Construction Plans and Site Construction Plans, as listed above, respectively, with as-built corrections made to them. Record drawings shall be sealed by both a NCPE and NCPLS. They shall include both horizontal and vertical as-built location information based on the NAD1983 State Plane coordinate system.

The as-built utility features must be provided in a digital format as .dwg or .dxf (AutoCAD format) in addition to the record drawings. The following individual spatial features must be extractable from a .dwg or .dxf or provided as individual .shp (shapefile) files, or provided as feature classes in an ESRI geodatabase:

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**Wastewater System:**

- Manholes (points)
- Sewer Gravity Pipelines (polylines)
- Cleanouts (points) located at the Right-of-way/easement line
- Forced Sewer Pipelines (polylines)
- Forced Sewer Valves (points)
- Gravity Sewer Pipelines CCTV's with a DVD provided to the Town with as-built plans.

**Potable Water System:**

- Water Meters (points)
- Water Main Pipelines (polylines)
- Hydrant Legs (polylines)
- Water Valves (points)
- Backflow Preventer (points)
- Fire Hydrants (points) including nut elevation and Manufacturer

Elevation and invert attributes for all Sanitary Sewer Manholes and Stormwater Drainage features must also be provided in tabular format, either embedded within the record drawings or provided separately as a spreadsheet. These record drawings must be reproducible 2 mil or thicker mylar sepia of reasonable quality and must be marked "Record Drawings" and be signed by the Design Professional of record. Drawings must be 24" x 36" in size. The names of the Design Professional, Owner/Developer and Contractor responsible for the project should be noted on the drawings.

In addition, before the Town will accept new infrastructure, the Owner/Developer will furnish an engineering certification that all infrastructure improvements were installed by the approved plans. This engineering certification must be in accordance with the Division of Environmental Health and Division of Environmental Management requirements.

**Page 15-2, Sub-article 1500-8, Locating and Marking**

Add the following after line 35:

(1) Underground pipe locating system for all underground public utility projects shall include providing warning tape, tracer wire, and marker balls.

(2) Warning Tape

(i) Provide and install an early warning detection tape above all underground piping.

(ii) Warning tape shall be laid a minimum of 8 inches above crown of pipe during installation.

(iii) If warning tape is damaged it shall be replaced prior to backfilling trench.

(iv) Tape shall be 3" wide by 4 mils thick.

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(v) Tape shall be clearly labeled “WATER” or “WASTEWATER”.

(vi) Tape shall have a minimum tensile strength of 2,800 psi in accordance with ASTM D-882.

(vii) Tape color shall conform to APWA Uniform Color Code.

### (3) Tracer Wire

(i) All underground piping shall be electronically locatable.

(ii) A tracer wire shall be installed with all underground pipes with the following exclusions:

i. Metallic piping can be located electronically with a metal detector.

ii. Piping with a straight alignment between visible structures can be electronically locatable by use of laser technology.

iii. Storm drainage systems

(iii) Tracer wire shall have terminal ends accessible in tracer wire test stations located within a 3-foot radius of every fire hydrant for water lines, and within a 3-foot radius of air release valves and/or every five hundred feet in a concrete donut or mini-manhole for force mains. Other locating technologies may be approved by the Engineer.

(iv) Wire shall be a minimum #12 AWG direct burial, high strength, 21 % conductivity, annealed copper clad steel conductor wire secured to the pipe at 10’ maximum spacing and rated for direct burial use at 30 volts.

(v) Wire break load shall be a minimum 380 lbs.

(vi) Wire color shall conform to APWA Uniform Color Code.

### (4) Tracer Wire Testing Station

(i) Tracer wire testing stations shall be installed at a 500’ maximum spacing.

(ii) The box shall be constructed of a rigid plastic material conforming to ASTM B-253.

(iii) The lid shall be constructed of cast iron or ductile iron.

### (5) Marker Balls

(i) Pressure Piping Systems (Water mains and Force mains)

(ii) Marker balls shall be located at all fittings on pressurized piping systems.

(iii) Marker ball to be programmable and compatible with the Town’s existing system.



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(iv) Maximum depth of the marker ball shall 3-feet.

**(6) Piping with a Straight Alignment between Structures (Gravity Sewer)**

(i) A minimum of one marker ball shall be located along the alignment between structures at a maximum spacing of 150 feet spaced equidistant.

(ii) Marker balls for deep sewer services per Town of Fuquay-Varina detail 150.02

(iii) Marker ball to be passive and compatible with the Town's existing identification/detection system of existing markers balls.

(iv) Maximum depth of the marker ball shall be 3-feet.

**Page 15-4. Sub-article 1505-3. (B) Foundation Conditioning**

After line 3, add the following:

Wet trenches shall be stabilized with a base layer of #78M or #57 stone.

**Page 15-4, Sub-article 1505-3, Construction Methods,(D) Pipe Laying**

Add the following after line 21:

All pipe shall also shall be laid in accordance with industry standards, and all applicable Town requirements, whichever is more stringent. DIP shall be installed in accordance with the Ductile Iron Pipe Handbook published by DIPRA and AWWA C500. Installation of PVC pipe shall follow the recommendations of ASTM D-2321 "Underground Installation of Thermoplastic Pipe for Sewers and other Gravity-Flow Applications".

Materials at all times shall be handled with mechanical equipment or in such a manner to protect them from damage. At no time shall pipe and fittings be dropped or pushed into ditches.

Pipe laying shall be accomplished in a manner and with the required resources to provide a properly aligned and sealed pipeline and joints.

Pipe deflection limits shall not be exceeded in accordance with manufacturer requirements. The maximum allowable deflection after installation shall be less than 5% for flexible pipe and 3% for semi-rigid.

Pipe and fitting interiors shall be protected from foreign matter and shall be inspected for damage and defects prior to installation. In the event foreign matter is present in the pipe or fittings, it shall be removed before installation. Open ends of pipe shall be plugged or capped when pipe laying is not in progress.

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For gravity pipeline systems, transitions of pipe material, pipe separations, grade changes and all angular deflection changes shall occur only at manholes or other structures.

All gravity pipeline systems shall be installed beginning with the downhill section at the lowest elevation, and advanced upgrade to the terminus of the main. All bell ends for gravity pipeline systems shall be oriented facing the uphill direction.

For PVC pipe, the pipe shall be produced with bell and spigot end construction. Joining shall be accomplished by rubber gasket in accordance with manufacturer's recommendation, unless otherwise directed or approved by the Engineer. Flexible watertight elastomeric seals in accordance with ASTM D3212-1 may also be used. Each pipe length shall be clearly marked with information including pipe size, profile number and class number.

All PVC pipe shall be stored properly to prevent UV damage prior to installation. Any PVC pipe with visible fading caused by UV radiation from sunlight shall be rejected.

**Page 15-4, Sub-article 1505-3, Construction Methods, (E) Thrust Restraint**

Add the following after line 27:

All fittings or components of piping systems subject to hydrostatic thrust shall be securely anchored with some form or thrust restraint system. The standard thrust restraint system shall be reaction blocking, unless otherwise noted in these Standard Specifications. Other restraint systems, such as rodding, restrained joints, or special restraint systems (such as Mueller Aqua-Grip), may be approved by the Engineer on a case-by-case basis.

Reaction blocking shall consist of 3000 psi concrete poured in place against solid, undisturbed earth. The reaction areas required for different scenarios are shown in the Standard Details. Areas given are vertical planes measured in solid material normal to the thrust line of the fitting. No concrete shall interfere with the removal of fittings. A plastic film shall be applied to the pipe to prevent concrete from bonding to the pipe material.

All steel rods and fasteners shall be COR-TEN and equivalent to ASTM A242. The number or %-inch steel rods required for different pipe sizes shall be in accordance with Table 100.04. The number required for any sizes not shown in Table 100.01 shall be determined by the Engineer.

<b>Table 100.01 - COR-TEN Rod Requirements</b>	
Pipe Size (inches)	Number of Rods Required
4	2
6	2
8	4
12	6

Special restraints shall be individually integral to the pipe or fitting such that the special restraint system adequately restrains the pipe or fitting at that location without the need of additional restraints. Special restraints shall be constructed of ductile iron and provide full circumferential engagement to the ductile iron pipe. Such special restraints shall have a minimum working pressure of 250 psi with a minimum Factor of Safety of 2. Restraints shall be supplied with inspection ‘break nuts’ that shear upon the attainment of proper installation torque. Restraints that ‘point load’ around the circumference of the pipe will not be allowed without concrete reaction blocking.

Delete lines 28 through 30 in their entirety.

**Page 15-4, Sub-article 1505-3, Construction Methods, (F) Backfilling**

After line 36, add the following:

Backfill material shall be free from construction material, frozen material, organic material, or unstable material. Backfill with a high clay content or high shrink-swell potential that cannot meet compaction requirements shall be deemed unsuitable and replaced.

No rocks larger than 4-inches in diameter shall be used as backfill.

Backfill materials that have been allowed to become saturated or with moisture contents nonconductive to meeting compaction requirements shall be deemed unsuitable and replaced. When original excavated materials have been deemed unsuitable, granular material shall be imported to the site to backfill utility trenches and meet compaction requirements. The following materials shall be acceptable forms of granular backfill: aggregate base course, soil type base course, select backfill material, sand or screenings in accordance with NCDOT specifications.

In locations where backfill material is temporarily stockpiled on the roadway surface, a layer of 1 1/2 inches of screenings shall be used between the pavement surface and the backfill material.

Backfill for utility trenches shall be placed in 8-inch lifts or less of uncompacted soil and compacted with a mechanical tamp before placing additional layers.

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Under roadways and extending at a slope of 1 to 1 beyond the back of curb, measured perpendicular from centerline, backfill shall be compacted to a density of no less than 95% standard Proctor maximum dry density as measured by AASHTO method T99. Other fill material shall be compacted to a density of no less than 90% of the maximum dry density as measured by AASHTO method T99. Backfill material shall be placed in lifts of 12 inches or less of the uncompacted soil. Suitable backfill material shall be utilized and compacted. The Contractor shall be responsible for verifying that compaction requirements have been met or exceeded by providing soils testing data from a Geotechnical Design Professional.

If hydraulic jack shoring is utilized for trench walls, it shall be restricted to the area just above the top of the pipe to help ensure the embedment materials and pipe will not be disturbed when the shoring is removed.

**Page 15-11, Sub-article 1520-3, Construction Methods (A) Gravity Sanitary Sewer (2) Testing**

Add the following after line 38:

Water for testing purposes may be provided by the Town and arranged for by the Contractor. The Contractor shall reimburse the Town for all water used for construction at current utility rates.

**(1) Sewer Main and Service Connection Testing****(a) Visual Testing and Observation**

All materials used shall be approved by the Engineer prior to installation. Rejected materials shall be immediately removed from the job.

Gravity sanitary sewer lines shall be clean and free from obstructions and shall be visually inspected from every manhole. Lines which do not exhibit a true line and grade, or which have structural defects shall be corrected. Sanitary sewer service connections shall be visually inspected prior to backfilling.

**(b) Air Testing**

Low-pressure air testing shall be performed on all sewer mains in accordance with ASTM F1417 after the Town maintained portion of the laterals are installed on the line, and after the trench has been backfilled to finished grade.

Please reference Uni-Bell publication "UNI-B-6-98" for additional information on low-pressure air testing of PVC pipes (see Table 100.02 below).

<b>Low Pressure Air Test Times - Table 100.02</b>			
<b>Minimum time (min:sec) required for pressure to drop from 3.5 PSI to 2.5 PSI</b>			
<b>Length of Line (feet)</b>	<b>Pipe Diameter (inches)</b>		
	<b>4-6</b>	<b>8</b>	<b>12</b>
50	5:40	7:34	11:20
100	5:40	7:34	11:20
150	5:40	7:34	11:20
200	5:40	7:34	11:24
250	5:40	7:34	14:15
300	5:40	7:36	17:05
350	5:40	8:52	19:56
400	5:42	10:08	22:47

Plugs shall be installed at each manhole to seal off the test section. The line shall be pressurized with a single hose and monitored by a separate hose connection from the plug. A single hose, gauge, and valve arrangement may be used with approval of the Engineer. Air shall be slowly introduced into the sealed line until the internal air pressure reaches 4.0 PSI. The air pressure shall then be allowed to stabilize for a minimum of 2 minutes at no less than 3.5 PSI (plus groundwater pressure, if any). When the pressure reaches 3.5, the time required for the pressure to drop 1.0 PSI shall be observed and recorded.

The minimum time during which the pressure shall not drop more than 1.0 PSI shall be calculated using the information in the above table.

If the section fails to meet these requirements, the source of leakage shall be repaired and the pipe section re-inspected.

The Engineer may require that an infiltration test be performed that shall not exceed 100 GPD/inch/mile.

(c) Deflection Testing for Flexible and Semi-Rigid Pipe

The mandrel (go/no-go) deflection test shall be performed on each line prior to acceptance, and no sooner than 30 days after installation. The Contractor shall supply the mandrel used for this performance test. The mandrel device shall be cylindrical in shape having 9 possible contact points with the pipe. The mandrel's length and diameter (ID of proving ring) shall be in accordance with the Table 100.03 and shall be subject to the Engineer's approval.

<b>Mandrel Criteria - Table 100.03</b>		
<b>Pipe Diameter (inches)</b>	<b>Mandrel Length (inches)</b>	<b>Mandrel Diameter (inches)</b>
6	6	5.65
8	8	7.40
12	10	11.22

**(d) Video Assessment and Cleaning**

As a final measure required for acceptance, the Contractor shall clean and televise all newly installed sewer mains prior to acceptance by the Town.

The Contractor shall clean the sewer mains ahead of video inspection with a high velocity water jet. The video inspection shall take place within 2 hours of cleaning operations as witnessed by the Engineer. All construction debris shall be collected in the downstream manhole and shall not be released into the sewer system.

The camera shall be advanced at a uniform rate, from the upstream to downstream manhole, allowing a full and thorough inspection of the new sewer main, with no reverse setups or cutaway. The camera shall be a color, pan and tilt camera. Throughout shooting, the camera shall be panned and tilted for a complete view of the main and all lateral connections. The picture quality and resolution shall be acceptable and sufficient to allow a complete inspection with no lapses in coverage. The length of the sewer main shall be measured and recorded on the video screen. The distance counter shall be calibrated before shooting the inspection video.

The Engineer shall be present throughout the cleaning and televising of the sewer mains to verify that the video work complies with the specifications.

The video inspection shall be submitted to the Engineer on a CD/DVD with mpeg2 .AVI formatting. The Town shall not be responsible for purchasing additional software necessary to view the CD/DVD's. Prior to submitting the CD/DVD's to the Engineer, the Contractor shall label the CD/DVD's with the following information:

- (i). Name of the Project/Development.
- (ii). Name and contact information of responsible party.
- (iii). Date of televising,

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- (iv). Manhole identification as shown on the design plans.

**Page 15-11, Sub-article 1520-3, Construction Methods, (B) Force Main Sanitary Sewer**

Add the following after line 19:

Trenching for pipelines shall be excavated to the required depth to permit the installation of the pipe along the lines and grades shown on the construction drawings.

The trench shall be excavated to the alignment shown in the drawings or to the centerline staked in the field. The depth of the trench shall conform to the profile shown in the drawings. Trench width at the top of the pipe shall not exceed the nominal diameter of the pipe plus two feet without approval of the Engineer.

The minimum trench width shall be one pipe (outside) diameter plus 9 inches on each side of the pipe. Rock shall be removed to a depth of at least 6 inches below the bottom of the pipe and the trench shall be backfilled with suitable material.

A space shall be excavated at each bell to provide ample space to join the pipes with no misalignment. The bottom of the trench shall be shaped to provide uniform support along the entire length of the pipe. Depressions in the stone bedding for the pipe bells shall be provided at each joint but shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. The trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that a slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.

Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil. Care shall be taken to prevent damage to the existing installation.

Open trenches shall not exceed 100 feet in length.

All trenches along roadways, and otherwise as directed by the Engineer, shall be properly backfilled at the end of each working day.

Trench sheeting, shoring, or bracing shall be used where shown in the drawings, specified in the Special Conditions, or directed by the Engineer to protect the utility under construction, to allow construction to be performed according to drawings and specifications, or to prevent damage to property. The Contractor shall adhere to all OSHA requirements concerning trench sheeting, shoring, or bracing during all trench excavation. Where trench sheeting, shoring, or bracing is used, the trench width may be increased accordingly.

Excavated material shall be placed in a manner that will not obstruct the work, endanger the work or otherwise cause a threat to the welfare of the public. The trench shall be kept dewatered during the excavating, pipe laying and backfilling stages of the work. Discharge from any dewatering pumps shall be conducted to natural drainage channels, storm sewers, or an approved reservoir with appropriate erosion control measures. Wet trenches shall be stabilized with a base layer of #78M or #57 stone.

The Contractor shall take all necessary measures to prevent water from entering the trench.

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**UC-16**

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All excess trench excavation shall be disposed of in an approved waste area. The ground surface shall be left in a condition such that erosion control measures can be immediately carried out.

**Page 15-14, Sub-article 1525-2 Materials**

Add the following after line 22:

Manholes that contain hydraulic jumps, wastewater entering from 12 inch or larger mains more than 12 inches above the bench, or a force main discharge, will require interior coating. Interior coatings for manholes shall be field applied after installation to allow for a monolithic holiday free coating. Factory application may be allowed on a pre-approved basis contingent upon the joints receiving a field application. The coating shall be applied to the entire manhole interior, including the bench. The epoxy shall be as Spectrashield or equivalent and shall be applied to a minimum thickness of 80 mils.

All external manhole joints shall be waterproofed by wrapping all joints with a minimum 8 inch width band of butyl joint wrap. Waterproofing shall be installed by mopping asphalt over the joint area, then wrapping butyl joint wrap around the joints, and finally mopping the wrap with another coat of asphalt. The total asphalt coat thickness shall be a minimum of 16 mils.

**Page 15-14 and 15, Sub-article 1525-3, Construction Methods**

Delete lines 1-3 on Page 15-15 in its entirety, and add the following:

Drop manholes are not allowed without the written approval of the Engineer. While certain physical constraints may dictate the need for drop manholes, they shall not be used merely to decrease trenching depth. In the event that drop manholes are allowed, they shall be constructed with an inside drop connection. The entire incoming sewer main leading to the drop shall be made of ductile iron pipe. Drops shall be concrete encased and constructed in accordance with the Standard Details. Drop manholes shall have the entire interior coated with an approved corrosion resistant lining. The coating shall be applied to the entire manhole interior, including the bench. The epoxy shall be as Spectrashield or equivalent and shall be applied to a minimum thickness of 80 mils.

**Page 15-15, Sub-article 1525-3, Construction Methods**

Delete row in Table 1525-1, Flood Zones Less than 3ft above Finished Grade and 1 ft above 100 year flood elevation, add the following:

500 Year Flood plain and 1 ft above 500 year flood elevation

**Page 15-16, Sub-article 1525-3, Construction Methods, (D) Testing**

Add Table 100.04 after line 3:



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<b>Manhole Vacuum Testing - Table 100.04</b>			
<b>Minimum time (seconds) for pressure drop from 10 to 9 inches of mercury</b>			
<b>Manhole Depth (feet)</b>	<b>Manhole Diameter (feet)</b>		
	<b>4</b>	<b>5</b>	<b>6</b>
8	20	26	33
10	25	33	41
12	30	39	49
14	35	48	57
16	40	52	67

PROJECT SPECIAL PROVISIONS  
Utilities by Others



5430 Wade Park Boulevard., Suite 106,  
Raleigh, NC 27607  
TELE: 919-929-1173 FAX: 919-493-6548  
NC License #P-0189

**General:**

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

- A) Duke Energy – Power
- B) MCNC – Communications
- C) NCDOT/ITS – Traffic Signal Fiber
- D) Spectrum – CATV
- E) Dominion Energy – Gas
- F) AT&T – Telephone
- G) SEGRA – Communications

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

The Contractor’s attention is directed to Article 105-8 of the 2024 Standard Specifications.

**Utilities Requiring Adjustment:**

Utility relocations are shown on the Utilities by Others Plans.

- A) Duke Energy  
Mark Butler                      919-654-6595                      robert.butler2@duke-energy.com
  
- B) MCNC  
Andy Leviner                      919-248-8438                      aleviner@mcnc.org

PROJECT SPECIAL PROVISIONS

Utilities by Others

C) NCDOT/ITS

Mike Cogswell (Precision Contracting Services, Inc.) (O)910-323-0331  
(M)910-237-0496 mcogswell@pcsfiber.com

Derrick Martin (Traffic Control Devices, LLC) (O)704-680-9180  
(M)704-267-8215 d.martin@tcd-usa.com

D) Spectrum

Robert Dabrowski 919-288-4867 robert.dabrowski@charter.com  
David Bracey 919-224-9886 davidbracey@telics.com

E) Dominion Energy

Rhonda Lemon 919-367-2755 rhonda.lemon@dominionenergy.com

F) AT&T

Brandt Vickers 919-758-6298 cv8347@att.com

G) SEGRA

Jeff Helms (M)336-660-9508 jeffrey.helms@segra.com

**Project Special Provisions  
Erosion Control**

**STABILIZATION REQUIREMENTS:**  
(4-30-2019)

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

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

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

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

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

All Roadway Areas

<b>March 1 - August 31</b>		<b>September 1 - February 28</b>	
50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Waste and Borrow Locations

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

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

### Approved Tall Fescue Cultivars

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

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

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

**TEMPORARY SEEDING:**

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

**FERTILIZER TOPDRESSING:**

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

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

**SUPPLEMENTAL SEEDING:**

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

**MOWING:**

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

**LAWN TYPE APPEARANCE:**

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones  $\frac{3}{4}$ " and larger in diameter or other obstructions that could

interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

### **MINIMIZE REMOVAL OF VEGETATION:**

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

### **CONSTRUCTION MATERIALS MANAGEMENT**

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

#### **Description**

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

#### **Polyacrylamides (PAMS) and Flocculants**

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

[https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8\\_30\\_18.pdf](https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8_30_18.pdf)

#### **Equipment Fluids**

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

#### **Waste Materials**

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing

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

### **Herbicide, Pesticide, and Rodenticides**

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

### **Concrete Materials**

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

### **Earthen Material Stock Piles**

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

### **Measurement and Payment**

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

### **WASTE AND BORROW SOURCES:**

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

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



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

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

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

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

### **SAFETY FENCE AND JURISDICTIONAL FLAGGING:**

#### **Description**

*Safety Fence* shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

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

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

#### **Materials**

##### **(A) Safety Fencing**

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

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

(B) Boundary Flagging

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

**Construction Methods**

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

(A) Safety Fencing

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

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

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

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

(B) Boundary Flagging

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

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas,

waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6” into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

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

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

**Measurement and Payment**

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Safety Fence	Linear Foot

**PERMANENT SOIL REINFORCEMENT MAT:**

9-1-2011 (Rev. 8-20-24)

**Description**

This work consists of furnishing and placing permanent soil reinforcement mat (PSRM), of the type specified, over previously prepared areas at locations shown on the plans and as directed by the Engineer.

**Materials**

The product shall be a permanent soil reinforcement mat constructed of synthetic stabilized, non-biodegradable synthetic fibers processed to form a rigid permanent three-dimensional structure to promote soil stability in combination with vegetation under hydraulic stresses. Organic biodegradable fibers (such as straw, coir, excelsior or blends thereof) may also be incorporated into the PSRM, evenly distributed throughout the mat. PSRMs utilizing organic fibers shall have a bottom and top UV stabilized netting stitched together with UV stabilized thread to retain the organic fibers. All PSRMs shall meet the following minimum physical properties:

<b>Property</b>	<b>Test Method</b>	<b>Value</b>	<b>Unit</b>
Thickness	ASTM D6525	≥0.25	in
Tensile Strength (MD)	ASTM D6818	225	lbs/ft

Tensile Strength (TD)	ASTM D6818	175 lbs/ft
Vegetation Establishment (Min)	ASTM D7322	250 %
UV Stability <sup>1</sup>	ASTM D4355	≥80 %

<sup>1</sup>ASTM D4355 Tensile Strength and % strength retention of material after 1,000 hours of exposure.

PSRM shall also meet the minimum performance values by type as shown in the table below:

Property	Test Method	Type 1	Type 2	Type 3	Type 4	Type 5	Unit
Maximum Permissible Shear Stress (Unvegetated)	ASTM 6460	2.25	2.5	3.0	3.25	N/A	lb/ft <sup>2</sup>
Maximum Permissible Shear Stress (Vegetated)	ASTM 6460	6.0	8.0	10.0	12.0	16.0	lb/ft <sup>2</sup>
Maximum Allowable Velocity (Vegetated)	ASTM 6460	8.0	12	16.0	20.0	24.0	ft/s

Staples shall be used as anchors. Provide staples to meet Article 1060-8 of the *Standard Specifications*.

**Construction Methods**

All areas to be protected with the PSRM shall be brought to final grade and prepared in accordance with Section 1660 of the *Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Preserve the required line, grade and cross section of the area covered. Unroll the PSRM in the direction of the flow of water and apply without stretching so that it will lie smoothly but loosely on the soil surface. Bury the up-channel or top of slope end of each piece of PSRM in a narrow trench at least 6 inches deep and tamp firmly. Where one roll of matting ends and a second-roll begins, overlap the end of the upper roll over the beginning of the second roll so there is a 6 inch overlap. Install staple checks 4 inches on center and every 30 feet longitudinally in the matting or as directed by the Engineer. Fold over and bury matting to the full depth of the trench, close and tamp firmly. Overlap matting at least 4 inches where 2 or more widths of matting are laid side by side.

Place staples across matting at ends, junctions and check trenches approximately 10 inches apart. Place staples along the outer edges and down the center of each strip of matting 3 feet apart. Place staples along all lapped edges 10 inches apart. Install product with netting and biodegradable fibers on the top side if present. Trenching and stapling shall fit individual cut or fill slope conditions and conform to manufacturer’s installation recommendations for the type specified. Any conflict between the manufacturer’s installation recommendations and this special provision will be resolved by the more stringent measures being required.

Apply all soil amendments and one-half of the seed in accordance with Section 1660 of the *Standard Specifications* of the types at the rates specified in the contract prior to installation of the

PSRM. For PSRMs that do not contain biodegradable fibers, apply 3/4 inch to 1 inch loose, friable topsoil uniformly over the PSRM and gently work to incorporate into the structure of the PSRM completely filling the voids until the level of soil is at the top of the PSRM. Apply the remainder of the seed and gently work into the surface of the topsoil in-fill and mulch. For all other PSRMs, apply 3/4 inch to 1 inch of loose, friable topsoil uniformly over the PSRM and gently work to create a suitable seed bed. Apply the remainder of the seed and gently work into the surface of the topsoil. At the sole discretion of the Engineer, topsoil may be omitted for PSRMs containing biodegradable fibers. All seed should be applied prior to installation of PSRM if topsoil is omitted and will not need to be mulched.

**Measurement and Payment**

*Permanent Soil Reinforcement Mat, Type \_\_* will be measured and paid for as the actual number of square yards measured along the surface of the ground over which permanent soil reinforcement mat of the specified type is installed and accepted. Overlaps will not be included in the measurement and will be considered as incidental to the work. Such price and payment shall be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply topsoil and install the PSRM.

Payment will be made under:

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

**CONCRETE WASHOUT STRUCTURE:**

(8-17-23)

**Description**

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

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

**Materials**

<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. Install safety fence as directed for visibility to construction traffic.

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

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

### **Maintenance and Removal**

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

Inspect concrete washout structures for damage and maintain for effectiveness.

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

### **Measurement and Payment**

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

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

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

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

Payment will be made under:

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

**LITTER REMOVAL (MOWING AREAS ONLY):**  
(07-19-22)

**Description**

This work consists of the pickup, removal, and disposal of litter from roadsides within the construction project prior to mowing operations.

**Construction Methods**

Provide labor, equipment and materials necessary for the pickup and removal of litter from non-construction sources and the disposal of same into state approved landfills. The Contractor shall abide by all ordinances, laws and regulations regarding disposal of litter and recycling of eligible materials. Wastes generated from construction activities shall be managed as provided elsewhere in the contract. Litter items may consist of any item not considered normal to the right-of-way, including but not limited to, varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, building supplies, metals, household furnishings, cardboard, plastics, ladders, brush and other items not considered normal to the right of way. Litter removal shall be performed in designated areas within five days prior to any mowing operations and as directed. Designated areas shall include vegetated medians and shoulders within the project limits including all interchange ramps and other areas to be mown. Designated areas may be omitted for litter removal by the Engineer due to safety concerns.

The Contractor shall provide adequate personnel and materials to collect and remove litter. The Contractor shall be responsible for locating and utilizing approved local landfills and recycling facilities. Refer to Section 105-27 of the *Standard Specifications* for potential hazardous materials. All collected litter shall be containerized immediately and kept off the traveled portions of the roadway, shoulders, and rights-of-way (including paved shoulders). All collected litter that is small enough to be placed in a bag shall be bagged immediately. All collected litter that is too large for a bag shall be placed into a vehicle. Extended storage or stockpiling of collected litter and recyclables will not be permitted.

The Contractor's personnel shall dispose of any litter in a landfill approved by North Carolina Division of Waste Management. The Contractor will not be allowed to use NCDOT accounts at the landfills/recycling centers nor be allowed to dispose of the litter in NCDOT trash containers on any NCDOT property.

The Contractor shall report online the number of bags of litter and any recycling on the NCDOT Litter Management Website on the date of the pickup at the following website:

<https://apps.ncdot.gov/LM>

An access code (‘Pickup Key’) for the online reporting portal may be obtained via emailing the Roadside Environmental Unit Litter Management Section at [ncdot.clr@ncdot.gov](mailto:ncdot.clr@ncdot.gov). The Contractor shall request access to the litter removal reporting website prior to starting initial litter collection operations.

**Measurement and Payment**

The quantity of litter removal to be performed will be affected by the actual conditions that occur during construction of the project. The quantity of litter removal may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

*Manual Litter Removal* will be measured and paid as the actual number of man hours each worker spends picking up litter. Such price and payment will be full compensation for all litter removal work covered by *Litter Removal*, including, but not limited to, furnishing all materials, labor, equipment, transport, reporting, and incidentals necessary to accomplish the work.

*Litter Disposal* will be measured and paid for by the actual number of tons of litter collected and properly disposed of at a state approved landfill. Such price and payment will be full compensation for all fees, labor, transport, and incidentals necessary to dispose of collected litter associated with *Litter Removal*.

All traffic control necessary to provide a safe work area for *Litter Removal* shall be paid for as specified elsewhere in the contract.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Manual Litter Removal	MHR
Litter Disposal	TON

**FABRIC INSERT INLET PROTECTION**

(1-1-24)

**Description**

Install, maintain, and remove Fabric Insert Inlet Protection, of the type specified, in inlet structures (catch basins, drop inlets, etc.) in areas where asphalt or concrete may prevent the proper installation of a Rock Inlet Sediment Traps Type C, or as directed by the Engineer.

**Materials**

Provide a fabric inlet protection device composed of a fitted woven polypropylene geotextile double sewn with nylon thread suspended sack. The Fabric Insert Inlet Protection shall be manufactured to fit the opening of the catch basin or drop inlet or shall have a deflector to direct



runoff from the curb opening into the fabric sack. The Fabric Insert Inlet Protection shall have a rigid frame or support system to support the loaded weight of the product. The product shall have lifting loops for removing the device from the basin and will have dump straps attached at the bottom to facilitate the emptying of the device. The Fabric Insert Inlet Protection shall have an overflow system to allow stormwater to enter the inlet structure and avoid ponding on the roadway when the device reaches capacity.

The fitted filter assembly shall have the following physical properties:

Type 1 (High Flow):

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

Type 2 (Low Flow):

<b>Physical</b>	<b>Test Method</b>	<b>English</b>
Grab Tensile	ASTM D-4632	315 x 300 lbs
Grab Elongation	ASTM D-4632	15 x 15 %
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	650 PSI
Minimum UV Resistance	ASTM D-4355	70 %.
Flow Rate	ASTM D-4491	40 gal/min/ft <sup>2</sup>
Apparent Opening	ASTM D-4751	40 US Sieve
Permittivity	ASTM D-4491	0.55 sec <sup>-1</sup>

### **Construction Methods**

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

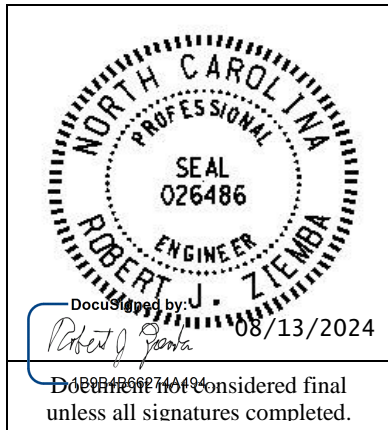
### **Measurement and Payment**

*Fabric Insert Inlet Protection, Type \_\_* will be measured and paid in units of each of the type specified, complete in place and accepted. Such payment shall be full compensation for furnishing and installing the *Fabric Insert Inlet Protection, Type \_\_* in accordance with this specification and for all required maintenance.

*Fabric Insert Inlet Protection Cleanout* will be measured and paid in units of each for the maintenance of the device, cleanout and disposal of accumulated sediments.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Fabric Insert Inlet Protection, Type __	Each
Fabric Insert Inlet Protection Cleanout	Each



**U-5746**  
**Project Special Provisions**  
*(Version 24.1)*

*Prepared By: IOU*  
*13-Aug-24*

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## 1. 2024 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES

*The 2024 Standard Specifications are revised as follows:*

### 1.1. ELECTRICAL JUNCTION BOXES (1091-5)

Page 10-209, revise paragraphs beginning on line 26 to read "Provide electrical junction boxes with covers of the type and size indicated by the contract or plans for the termination of conduits. Boxes and covers shall meet all requirements and specifications of ANSI/SCTE 77 2017. Structural load tests shall meet the Tier 15 application type."

Page 10-209, line 28, revise title of section 1091-5(B) from "Polymer Concrete (PC) Junction Boxes" to "Polymer Concrete (PC), Composite, and Thermoplastic Junction Boxes".

Page 10-209, revise paragraphs beginning on line 29 through line 41 to read "For PC junction boxes, use polymer concrete material made of an aggregate consisting of sand and gravel bound together with a polymer and reinforced with glass strands to fabricate box and cover components. Provide junction boxes which have bolted covers and open bottoms. Provide vertical extensions of 6 inches to 12 inches as required by project provisions.

Provide the required logo on the cover. Provide at least two size 3/8 inch diameter hex head stainless steel cover bolts to match inserts in the box. Provide pull slot(s) with stainless steel pin(s). Bodies of junction boxes shall be a single piece.

Polymer concrete, composite, and thermoplastic junction boxes are not required to be listed electrical devices."

## 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.

Fabricate tunnel and traditional visors from sheet aluminum.

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

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

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

Fabricate signal head housings, end caps, and visors from virgin polycarbonate material. Provide UV stabilized polycarbonate plastic with a minimum thickness of  $0.1 \pm 0.01$  inches that is highway yellow (Federal Standard 595C, Color Chip 13538). Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

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

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

For 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.

Ensure LED traffic signal modules meet the performance requirements for the minimum period of 15 years, provide a written warranty against defects in materials and workmanship for the modules for a period of 15 years after installation of the modules. During the warranty period, the manufacturer must provide new replacement modules within 45 days of receipt of modules that have failed at no cost to the State. Repaired or refurbished modules may not be used to fulfill the manufacturer's warranty obligations. Provide manufacturer's warranty documentation to the Department during evaluation of product for inclusion on Qualified Products List (QPL).

#### **B. Vehicle Signal Heads:**

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

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

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

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

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

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

Provide LED vehicular traffic signal modules (hereafter referred to as modules) that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections. Use LEDs that are aluminum indium gallium phosphorus (AlInGaP) technology for red and yellow indications and indium gallium nitride (InGaN) for green indications. Install the ultra bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 15 years 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 2024 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 ±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 2024 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. 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 2024 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.

### 3. METAL POLE SUPPORTS

#### 3.1. METAL POLES

##### A. General:

Furnish and install metal poles, grounding systems, and all necessary hardware. Work covered under this special provision includes requirements for design, fabrication, and installation of standard and custom/site-specific designed metal pole supports and associated foundations.

Comply with applicable sections of the *2024 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES*, hereinafter referred to as the *Standard Specifications*. Provide designs of completed assemblies with hardware equaling or exceeding *AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals* 1<sup>st</sup> Edition, 2015 (hereinafter called 1<sup>st</sup> Edition AASHTO), including the latest interim specifications. Provide assemblies with a round or near-round (18 sides or more) cross-section, or a multi-sided cross section with no less than six sides. The sides may be straight, convex, or concave.

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

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

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

Comply with article 1098-1(B) of the *Standard Specifications* for submittal requirements. Furnish shop drawings for approval. Provide copies of detailed shop drawings for each type of structure as summarized below. Ensure shop drawings include material specifications for each component. Ensure shop drawings 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.** Ensure shop drawings contain an itemized bill of materials for all structural components and associated connecting hardware.

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

Summary of information required for metal pole review submittal:

Item	Electronic Submittal	Comments / Special Instructions
Sealed, Approved Signal or ITS Plan/Loading Diagram	1 set	All structure design information needs to reflect the latest approved Signal or ITS plans
Custom Pole Shop Drawings	1 set	Submit drawings on 11" x 17" format media. Show NCDOT signal or asset inventory number(s), Contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing number</u> for each project.
Standard Strain Pole Shop Drawings (from the QPL)	1 set	Submit drawings on 11" x 17" format media. Show NCDOT signal inventory number(s), Contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing number</u> for each project.
Structure Calculations	1 set	Not required for Standard QPL Poles
Standard Strain Pole Foundation Drawings	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 M8.

Custom Foundation Drawings	1 set	Submit drawings on 11" x 17" format media. Show NCDOT signal or asset inventory number(s), Contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing number</u> for each project. If QPL Poles are used, include the corresponding QPL pole shop drawings with this submittal.
Foundation Calculations	1 set	<b>Submit copies of LPILE input, output, and pile tip deflection graph per Section titled Drilled Pier Foundations for Metal Poles of this specification for each foundation.</b> Not required for Standard Strain Poles (from the QPL)
Soil Boring Logs and Report	1 set	Report shall 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 signal or asset inventory number(s).

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

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

Fabricate metal pole from coil or plate steel that meet the requirements of ASTM A 572 Gr 55 or ASTM A 595 Grade A tubes. For structural steel shapes, plates, and bars use, as a minimum, ASTM A572 Gr 50, AASHTO M270 Gr 50, ASTM A709 Gr 50, or an approved equivalent. Provide pole shafts of round or near round (18 sides or more) cross-section, or multi-sided tubular cross-section with no less than six sides, having a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single-ply plate or coil. For anchor base fabrication, conform to the applicable bolt pattern and orientation as shown on Metal Pole Standard Drawing Sheet M2.

Use the submerged arc process, or other NCDOT previously approved process suitable for shafts, to continuously weld pole shafts along their entire length. Finish the longitudinal seam weld flush with the outside contour of the base metal. Ensure shaft has no circumferential welds except at the lower end joining the shaft to the pole base. Use full penetration groove welds with backing ring for all tube-to-transverse-plate connections in accordance with 1<sup>st</sup> Edition AASHTO. Provide welding that conforms to Article 1072-18 of the *Standard Specifications*. No field welding on any part of the pole will be permitted unless approved by a qualified Engineer.

After fabrication, hot-dip galvanize steel poles and all assembly components in accordance with section 1076-3 of the *Standard Specifications*. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during the galvanization process. Galvanize hardware in accordance with section 1076-4 of the *Standard Specifications*. Ensure threaded material is brushed and retapped as necessary after galvanizing. Perform repair of damaged galvanizing in accordance with section 1076-7 of the *Standard Specifications*. Ensure all hardware is galvanized steel or stainless steel. The Contractor is responsible for ensuring the Designer/Fabricator specifies connecting hardware and/or materials that prevent a dissimilar metal corrosive reaction.

Ensure each anchor rod is 2-inch minimum diameter and 60-inch length. Provide 10-inch minimum thread projection at the top of the rod, and 8-inch minimum at the bottom of the rod. Use anchor rod assembly and drilled pier foundation materials complying with SP09\_R005, hereinafter referred to as *Foundations and Anchor Rod Assemblies for Metal Poles*.

Ensure anchor bolt hole diameters are 1/4-inch larger than the anchor bolt diameters in the base plate.

Provide a circular anchor bolt lock plate securing the anchor bolts at the embedded end with two (2) washers and two (2) nuts. Provide a base plate template matching the bolt circle diameter of the anchor bolt lock plate. Construct plates and templates from 1/4-inch minimum thick steel with a minimum width of 4 inches. Hot-dip galvanizing is not required for both plates.

Provide four (4) heavy hex nuts and four (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. Ensure anchor bolts have required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

For each pole, provide a grounding lug with a 1/2-inch minimum thread diameter, coarse thread stud and nut that will accommodate #4 AWG ground wire. Ensure 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 cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the pole with a sturdy stainless-steel chain that is long enough to permit cap to hang clear of the pole-top opening when cap is removed.

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

Metal poles may be erected and fully loaded after concrete has attained a minimum allowable compressive strength of 3,000 psi.

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

When field drilling is necessary for wire or cable entrances into the pole, comply with the following requirements:

- Do not drill holes within 2 inches of any welds.

- Do not drill any holes larger than 3 inches in diameter without checking with the ITS & Signals Structure Engineers.
- Avoid drilling multiple holes along the same cross section of tube shafts.
- Install rubber grommets in all field drilled holes that wire, or cable will directly enter unless holes are drilled for installation of weather heads or couplings.
- Treat the inside of the drilled holes and repair all galvanized surfaces in accordance with Section 1076-7 of the latest edition of the *Standard Specification prior to installing grommets, caps, or plugs*.
- Cap or plug any existing field drilled holes that are no longer used with rubber, aluminum, or stainless-steel hole plugs.

When street lighting is installed on metal signal structures, isolate the conductors feeding the luminaires inside the pole shaft using liquid tight flexible metal conduit (Type LFMC), liquid tight flexible nonmetallic conduit (Type LFNC), high density polyethylene conduit (Type HDPE), or approved equivalent. All conductors supplying power for luminaires must run through an external disconnect prior to entrance into the structure. In accordance with the National Electrical Code (NEC) Article 230.2(E), provide identification of the electrical source provider for the luminaire feeder circuit with contact information on a permanent label located in the pole hand hole near the feeder circuit raceway.

Install a ¼-inch thick plate for a concrete foundation tag to include the following information: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation. Install galvanized wire mesh to cover gap between the base plate and top of foundation for debris and pest control. Refer to standard drawing M7 for further details.

Immediately notify the Engineer of any structural deficiency that becomes apparent in any assembly, or member of any assembly, because of the design requirements imposed by these specifications, the plans, or the typical drawings.

### **C. Design:**

Unless otherwise specified, design all metal pole support structures using the following 1<sup>st</sup> Edition AASHTO specifications:

- Use 700-Year MRI and 10-Year MRI wind pressure maps developed from 3-second gust speeds, as provided in Section 3.8.
- Ensure metal pole support structures include natural wind gust loading and truck-induced gust loading for fatigue design, as provided in Sections 11.7.1.2 and 11.7.1.3, respectively. Designs need not consider periodic galloping forces.
- Assume 11.2 mph natural wind gust speed in North Carolina. For natural wind fatigue stress calculations, utilize a drag coefficient ( $C_d$ ) based on the yearly mean wind velocity of 11.2 mph.
- When selecting Fatigue Importance Factors, utilize Fatigue Importance Category II, as provided for in Table 11.6-1, unless otherwise specified.
- Calculate all forces using applicable equations from Section 5. The Maximum allowable force ratio for all metal pole support designs is 0.9.
- Conform to Sections 10.4.2 and 11.8 for deflection requirements. For CCTV and MVD support structures, ensure maximum deflection at top of pole does not exceed 2.0 percent of pole height.

- 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 the cable bundle is 1.3 inches.
- All CCTV and MVD poles shall meet the compact section limits per section 5.7.2 along with Table 5.7.2-1. Minimum thickness of CCTV and MVD pole shafts shall be ¼-inch.
- All CCTV and MVD poles shall use full-penetration groove weld tube-to-transverse plate connection with backing ring. Refer to Metal Pole Standard Drawing Sheet M9 for details. Fillet-welded tube-to-transverse-plate connections are not permitted.

Unless otherwise specified by special loading criteria, the following computed surface area for ice load on signal heads shall be used:

- 3-section, 12-inch, Surface area: 26.0 ft<sup>2</sup>
- 4-section, 12-inch, Surface area: 32.0 ft<sup>2</sup>
- 5-section, 12-inch, Surface area: 42.0 ft<sup>2</sup>

Design a base plate for 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, 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 (1) anchor bolt

P = anchoring force of each anchor bolt

D<sub>1</sub> = 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 (2) 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 (2) 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<sub>2</sub> = 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 (2) 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 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 all metal poles, 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 M3 or M4.

The Professional Engineer is wholly responsible for the design of all poles. Review and acceptance of these designs by the Department does not relieve the said Professional Engineer of his or her responsibility.

#### **D. Strain Poles:**

Refer to Metal Pole Standard Drawing Sheets M2 and M3 for fabrication details.

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

Provide a minimum of three (3) 2-inch 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.

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

Provide a terminal compartment with cover and screws in each pole encompassing the hand hole and containing a 12-terminal barrier type terminal block. Provide two (2) 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 chain or cable is long enough to permit cover to hang clear of the compartment opening when cover is removed and is strong enough to prevent vandalism. Ensure chain or cable will not interfere with service to cables in the pole base.

Have poles permanently stamped above the hand holes with the identification tag details as shown on Metal Pole Standard Drawing Sheets M2 and M3.

Provide grounding lug(s) in the approximate vicinity of the messenger cable clamp for bonding and grounding messenger cable. Lugs must accept #4 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.

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

#### **E. CCTV and MVD Poles:**

Refer to Metal Pole Standard Drawing Sheets M2, M3 and M9 for fabrication details.

Furnish hand hole covers attached to the pole by a sturdy chain or cable approved by the Engineer. Ensure chain or cable is long enough to permit cover to hang clear of the compartment opening when cover is removed and is strong enough to prevent vandalism. Ensure chain or cable will not interfere with service to cables in the pole shaft.



Furnish and install the required Air Terminal & Lightning Protection System as described in the “Air Terminal & Lightning Protection System” Project Special Provisions and as referenced in the following Typical Details:

- CCTV and MVD Camera Installation for Metal Pole with Aerial Electrical Service
- CCTV and MVD Camera Installation for Metal Pole with Underground Electrical Service

Have poles permanently stamped above the hand holes with the identification tag details as shown on Metal Pole Standard Drawing Sheets M2, M3 and M9.

Provide a 2-inch hole equipped with an associated coupling and weather head approximately 5 feet below top of pole to accommodate passage of CCTV and MVD cables from inside pole to CCTV and MVD camera.

Provide a 2-inch hole equipped with an associated coupling and conduit fittings/bodies approximately 18 inches above base of pole to accommodate passage of CCTV and MVD cables from CCTV and MVD cabinet to inside of pole. Refer to Metal Pole Standard Drawing Sheet M3 for fabrication details.

Install CCTV and MVD metal poles, hardware, and fittings as shown on the manufacturer’s installation drawings. Ensure the installed pole, when fully loaded, is within 0.5 degrees of vertical. Where required, use threaded leveling nuts to establish rake.

Comply with the following requirements for CCTV and MVD Pole Anchor Bolts and Base Plates:

- Poles up to 40’-0” in length, provide a minimum of four (4) 2-inch diameter anchor bolts, and a minimum 2-inch-thick circular base plate. Provide anchor bolts of Grade 55 ksi, and base plate of Grade 50 ksi.
- Poles greater than 40’-0” and up to 100’-0” in length, provide a minimum of eight (8) 2-inch diameter anchor bolts, and a minimum 2-inch-thick circular base plate. Provide anchor bolts of Grade 55 ksi, and base plate of Grade 50 ksi.

Obtain the Structural Engineer’s approval for deviations from these requirements, prior to shop drawing(s) submission.

### 3.2. DRILLED PIER FOUNDATIONS FOR METAL POLES

Analysis procedures and formulas shall be based on AASHTO 1<sup>st</sup> Edition, latest ACI-318 code and the *Drilled Shafts: Construction Procedures and Design Methods* FHWA-NHI-10-016 manual. Design methods based on engineering publications or research papers must have prior approval from NCDOT. The Department reserves the right to accept or reject any method used for the analysis.

Ensure deflection at top of foundation does not exceed 1 inch for worst-case (Service Limit State) lateral load.

Use LPILE Plus V6.0 or later for lateral analysis. Submit inputs, results and corresponding graphs with the design calculations.

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

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

Assume a hammer efficiency of 0.70 unless value is provided.

All CCTV and MVD pole drilled shafts shall be a minimum of 4'-0" diameter. Refer to Standard Drawing Nos. M7 and M8.

Design custom foundations to carry maximum capacity of each metal pole. For standard case strain poles with custom design, use actual shear, axial and moment reactions from the Standard Strain Pole 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 allow 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, the Contractor should have foundation designs 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 strain 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 strain 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 B4 (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 strain 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. Any additional cost 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 be considered incidental to the cost of the standard foundation.

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

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

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

##### **2. Soil Test:**

Perform a soil test at each proposed metal pole location. Complete all required fill placement and excavation at each 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 two consecutive 6-inch intervals.
- A total of 50 blows have been applied with < 3-inch penetration.

Describe each pole location along the project corridor in a manner that is easily discernible to both the Contractor's Designer and NCDOT Reviewers. If the pole is at an intersection, label the boring the "Intersection of (Route or SR #), (Street Name) and (Route or SR #), (Street Name), \_\_\_\_\_ County, Signal or Asset Inventory No. \_\_\_\_\_". Label borings with "B- N, S, E, W, NE, NW, SE or SW" corresponding to the quadrant location within the intersection.

If the pole location is located between intersections, provide a coordinate location and offset, or milepost number and offset. 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.

Borings that cannot be easily correlated to their specific pole location will be returned to the Contractor for clarification; or if approved by the Engineer, the foundation may be designed using the worst-case soil condition obtained as part of this project.

### 3. Standard Foundation Determination:

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

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

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

$$Z = N_{@1'} + N_{@2.5'} + \dots + N_{@Deepest\ Boring\ Depth}$$

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

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

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

**OR**

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

*Note: If less than four (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 (0) for weight of hammer or weight of rod. If N-value is greater than fifty (50), reduce N-value to fifty (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 Strain Pole Foundations Chart (sheet M8) 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) 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 four (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:

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

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). Design drilled piers for side resistance in accordance with Section 10.8 of the *2014 AASHTO LRFD Bridge Design Specifications, 7<sup>th</sup> Edition*. Use computer software LPILE version-6.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use 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 resulting in horizontal lateral movement less than 1 inch at top of the pier, and horizontal rotational movement less than 1 inch at the edge of pier. Contact the Engineer for pole loading diagrams of standard poles used for non-standard foundation designs. Submit 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 foundation and Install anchor rod assemblies in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* Standard Special Provision SP09-R005 located at:

<https://connect.ncdot.gov/resources/Specifications/Pages/2024-Specifications-and-Special-Provisions.aspx>

**3.3. POLE NUMBERING SYSTEM**

Attach an identification tag to each pole shaft section as shown on Metal Pole Standard Sheet M2 “Typical Fabrication Details for All Metal Poles.”

**3.4. 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 Traffic Signal , CCTV or MVD support structures.

**Payment will be made under:**

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

**4. DIGITAL CCTV CAMERA ASSEMBLY**

**4.1. DESCRIPTION**

Furnish and install a Digital CCTV Camera Assembly as described in these Project Special Provisions. All new CCTV cameras shall be fully compatible with the video management software currently in use by the Region and the Statewide Traffic Operations Center (STOC). Provide a Pelco Spectra Enhanced low light 30X minimum zoom, Axis Dome Network Camera low light 30X minimum zoom or an approved equivalent that meets the requirements of these Project Special Provisions.

**4.2. MATERIALS**

**A. General**

Furnish and install new CCTV camera assembly at the locations shown on the Plans and as approved by the Engineer. Each assembly consists of the following:

- One dome CCTV color digital signal processing camera unit with zoom lens, filter, control circuit, and accessories in a single enclosed unit
- A NEMA-rated enclosure constructed of aluminum with a clear acrylic dome or approved equal Camera Unit housing.
- Motorized pan, tilt, and zoom
- Built-in video encoder capable of H.264/MPEG-4 compression for video-over IP transmission
- Pole-mount camera attachment assembly
- A lightning arrestor installed in-line between the CCTV camera and the equipment cabinet components.
- All necessary cable, connectors and incidental hardware to make a complete and operable system.

## **B. Camera and Lens**

### **1. Cameras**

Furnish a new CCTV camera that utilizes charged-coupled device (CCD) technology or Complementary Metal-Oxide-Semiconductor (CMOS) technology. The camera must meet the following minimum requirements:

- Video Resolution: Minimum 1920x1080 (HDTV 1080p)
- Aspect Ratio: 16:9
- Overexposure protection: The camera shall have built-in circuitry or a protection device to prevent any damage to the camera when pointed at strong light sources, including the sun
- Low light condition imaging
- Wide Dynamic Range (WDR) operation
- Electronic Image Stabilization (EIS)
- Automatic focus with manual override

### **2. Zoom Lens**

Furnish each camera with a motorized zoom lens that is a high-performance integrated dome system or approved equivalent with automatic iris control with manual override and neutral density spot filter. Furnish lenses that meet the following optical specifications:

- 30X minimum optical zoom, and 12X minimum digital zoom
- Preset positioning: minimum of 128 presets

The lens must be capable of both automatic and remote manual control iris and focus override operation. The lens must be equipped for remote control of zoom and focus, including automatic movement to any of the preset zoom and focus positions. Mechanical or electrical means must be provided to protect the motors from overrunning in extreme positions. The operating voltages of the lens must be compatible with the outputs of the camera control.

### **3. Communication Standards:**

The CCTV camera shall support the appropriate NTCIP 1205 communication protocol (version 1.08 or higher), ONVIF Profile G protocol, or approved equal.

### **4. Networking Standards:**

- Network Connection: Minimum 10/100 Mbps auto-negotiate
- Frame Rate: 30 to 60 fps
- Data Rate: scalable
- Built-in Web Server
- Unicast & multicast support
- Two simultaneous video streams (Dual H.264 and MJPEG):
  - Video 1: H.264 (Main Profile, at minimum)
  - Video 2: H.264 or MJPEG
- Supported Protocols: DNS, IGMPv2, NTP, RTSP, RTP, TCP, UDP, DHCP, HTTP, IPv4, IPv6
- 130 db Wide Dynamic Range (WDR)

The video camera shall allow for the simultaneous encoding and transmission of the two digital video streams, one in H.264 format (high-resolution) and one in H.264 or MJPEG format (low-resolution).

Initially use UDP/IP for video transport and TCP/IP for camera control transport unless otherwise approved by the Engineer.

The 10/100BaseTX port shall support half-duplex or full-duplex and provide auto negotiation and shall be initially configured for full-duplex.

The camera unit shall be remotely manageable using standard network applications via web browser interface administration. Telnet or SNMP monitors shall be provided.

### **C. Camera Housing**

Furnish new dome style enclosure for the CCTV assembly. Equip each housing with mounting assembly for attachment to the CCTV camera pole. The enclosures must be equipped with a sunshield and be fabricated from corrosion resistant aluminum and finished in a neutral color of weather resistant enamel. The enclosure must meet or exceed NEMA 4X ratings. The viewing area of the enclosure must be tempered glass. The pendant must meet NEMA Type 4X, IP66 rating and use 1-1/2-inch NPT thread. The sustained operating temperature must be -50 to 60C (-58 to 144F), condensing temperature 10 to 100% Relative Humidity (RH).

### **D. Pan and Tilt Unit**

Equip each new dome style assembly with a pan and tilt unit. The pan and tilt unit must be integral to the high-performance integrated dome system. The pan and tilt unit must be rated for outdoor operation, provide dynamic braking for instantaneous stopping, prevent drift, and have minimum backlash. The pan and tilt units must meet or exceed the following specifications:

- Pan: continuous 360 Degrees rotation
- Tilt: up/down +2 to -90 degrees minimum
- Motors: Two-phase induction type, continuous duty, instantaneous reversing
- Preset Positioning: minimum of 128 presets
- Low latency for improved Pan and Tilt Control
- FCC, Class A; UL/cUL Listed

### **E. Video Ethernet Encoder**

Furnish cameras with a built-in digital video Ethernet encoder to allow video-over-IP transmission. The encoder units must be built into the camera housing and require no additional equipment to transmit encoded video over IP networks.

Encoders must have the following minimum features:

- Network Interface: Ethernet 10/100Base-TX (RJ-45 connector)
- Protocols: IPv4, Ipv6, HTTP, UpnP, DNS, NTP, RTP, RTSP, TCP, UDP, IGMP, and DHCP
- Security: SSL, SSH, 802.1x, HTTPS encryption with password-controlled browser interface
- Video Streams: Minimum 2 simultaneous streams, user configurable
- Compression: H.264 (MPEG-4 Part 10/AVC)
- Resolution Scalable: NTSC-compatible 320x176 to 1920x1080 (HDTV 1080p)

- Aspect Ratio: 16:9
- Frame Rate: 1-30 FPS programmable (full motion)
- Bandwidth: 30 kbps – 6 Mbps, configurable depending on resolution
- Edge Storage: SD/SDHC/SDXC slot supporting up to 64GB memory card

#### **F. Control Receiver/Driver**

Provide each new camera unit with a control receiver/driver that is integral to the CCTV dome assembly. The control receiver/driver will receive serial asynchronous data initiated from a camera control unit, decode the command data, perform error checking, and drive the pan/tilt unit, camera controls, and motorized lens. As a minimum, the control receiver/drivers must provide the following functions:

- Zoom in/out
- Automatic focus with manual override
- Tilt up/down
- Automatic iris with manual override
- Pan right/left
- Minimum 128 preset positions for pan, tilt, and zoom, 16 Preset Tours, 256 Dome Presets
- Up to 32 Window Blanks.

In addition, each control receiver/driver must accept status information from the pan/tilt unit and motorized lens for preset positioning of those components. The control receiver/driver will relay pan, tilt, zoom, and focus positions from the field to the remote camera control unit. The control receiver/driver must accept “goto” preset commands from the camera control unit, decode the command data, perform error checking, and drive the pan/tilt and motorized zoom lens to the correct preset position. The preset commands from the camera control unit will consist of unique values for the desired pan, tilt, zoom, and focus positions.

#### **G. Electrical**

The camera assembly shall support Power-over-Ethernet (PoE) in compliance with IEEE 802.3. Provide any external power injector that is required for PoE with each CCTV assembly.

#### **H. CCTV Camera Attachment to Pole**

Furnish and install an attachment assembly for the CCTV camera unit. Use stainless steel banding approved by the Engineer.

Furnish CCTV attachments that allow for the removal and replacement of the CCTV enclosure as well as providing a weatherproof, weather tight, seal that does not allow moisture to enter the enclosure.

Furnish a CCTV Camera Attachment Assembly that can withstand wind loading at the maximum wind speed and gust factor called for in these Special Provisions and can support a minimum camera unit dead load of 45 pounds (20.4 kg).

#### **I. Riser**

Furnish material meeting the requirements of Section 1091-3 and 1098-5 of the 2024 Standard Specifications for Roads and Structures. Furnish a 1” riser with weatherhead for instances where the riser is only carrying an Ethernet cable. For installations where fiber optic cable is routed to the



cabinet through a 2” riser with heat shrink tubing the Contractor may elect to install the Ethernet cable in the same riser with the fiber cable.

#### **J. Data line Surge Suppression**

Furnish data line surge protection devices (SPD) shall meet the following minimum requirements:

- UL497B
- Service Voltage: < 60 V
- Protection Modes: L-G (All), L-L (All)
- Response Time: <5 nanoseconds
- Port Type: Shielded RJ-45 IN/Out
- Clamping Level: 75 V
- Surge Current Rating: 20 kA/Pair
- Power Handling: 144 Watts
- Data Rate: up to 10 GbE
- Operating Temperature: -40° F to + 158° F
- Standards Compliance: Cat-5e, EIA/TIA 568A and EIA/TIA 568B
- Warranty: Minimum of 5-year limited warranty

The data line surge protector shall be designed to operate with Power Over Ethernet (POE) devices. The SPD shall be designed such that when used with shielded cabling, a separate earth ground is not required. It shall be compatible with Cat-5e, Cat 6, and Cat-6A cablings.

Protect the electrical and Ethernet cables from the CCTV unit entering the equipment cabinet with surge protection. Provide an integrated unit that accepts unprotected electrical and Ethernet connections and outputs protected electrical and Ethernet connections.

#### **K. POE Injector**

Furnish POE Injectors meeting the following minimum performance requirements and that is compatible with the CCTV Camera and Ethernet Switch provided for the project.

- Working temp/humidity: 14° F to 131° F/maximum 90%, non-condensing
- Connectors: Shielded RJ-45, EIA 568A and EIA 568B
- Input Power: 100 to 240 VAC, 50 to 60 Hz
- Pass Through Data Rates: 10/100/1000 Mbps
- Regulatory: IEEE 802.3at (POE)
- Number of Ports: 1 In and 1 Out
- Safety Approvals: UL Listed

Ensure the POE Injector is designed for Plug-and-Play installation, requiring no configurations and supports automatic detection and protection of non-standard Ethernet Terminal configurations.

### 4.3.CONSTRUCTION METHODS

#### A. General

Obtain approval of the camera locations and orientation from the Engineer prior to installing the CCTV camera assembly.

Mount CCTV camera units at a height to adequately see traffic in all directions and as approved by the Engineer. The maximum attachment height is 45 feet above ground level unless specified elsewhere or directed by the Engineer.

Mount the CCTV camera units such that a minimum 5 feet of clearance is maintained between the camera and the top of the pole to ensure adequate lightning protection is provided by the air terminal.

Mount CCTV cameras on the side of poles nearest intended field of view. Avoid occluding the view with the pole.

Install the data line surge protection device and POE Injector in accordance with the manufacturer's recommendations.

Install the riser in accordance with Section 1722 of the 2024 Standard Specifications for Roads and Structures. Install the Ethernet cable in the riser from the field cabinet to the CCTV camera.

#### B. Electrical and Mechanical Requirements

Install an "Air Terminal and Lightning Protections System" in accordance with the Air Terminal and Lightning Protection System Project Special Provisions for the CCTV Camera Assembly. Ground all equipment as called for in the Standard Specifications, these Special Provisions, and the Plans. **Do not install lightning protection when installing a CCTV camera assembly on a signal pole.**

Install surge protectors on all ungrounded conductors entering the CCTV enclosure.

#### C. General Test Procedure

Test the CCTV Camera and its components in a series of functional tests and ensure the results of each test meet the specified requirements. These tests should not damage the equipment. The Engineer will reject equipment that fails to fulfill the requirements of any test. Resubmit rejected equipment after correcting non-conformities and re-testing; completely document all diagnoses and corrective actions. Modify all equipment furnished under this contract, without additional cost to the Department, to incorporate all design changes necessary to pass the required tests.

Provide 4 copies of all test procedures and requirements to the Engineer for review and approval at least 30 days prior to the testing start date.

Only use approved procedures for the tests. Include the following in the test procedures:

- A step-by-step outline of the test sequence that demonstrates the testing of every function of the equipment or system tested
- A description of the expected nominal operation, output, and test results, and the pass / fail criteria
- An estimate of the test duration and a proposed test schedule
- A data form to record all data and quantitative results obtained during the test

- A description of any special equipment, setup, manpower, or conditions required by the test

Provide all necessary test equipment and technical support. Use test equipment calibrated to National Institute of Standards and Technology (NIST) standards. Provide calibration documentation upon request.

Conform to these testing requirements and the requirements of these specifications. It is the Contractor's responsibility to ensure the system functions properly even after the Engineer accepts the CCTV test results.

Provide 4 copies of the quantitative test results and data forms containing all data taken, highlighting any non-conforming results and remedies taken, to the Engineer for approval. An authorized representative of the manufacturer must sign the test results and data forms.

### **A. Compatibility Tests**

Compatibility Tests are applicable to CCTV cameras that the Contractor wishes to furnish but are of a different manufacturer or model series than the existing units installed in the Region. If required, the Compatibility Test shall be completed and accepted by the Engineer prior to approval of the material submittal.

The Compatibility Test shall be performed in a laboratory environment at a facility chosen by the Engineer based on the type of unit being tested. Provide notice to the Engineer with the material submitted that a Compatibility Test is requested. The notice shall include a detailed test plan that will show compatibility with existing equipment. The notice shall be given a minimum of 15 calendar days prior to the beginning of the Compatibility Test.

The Contractor shall provide, install, and integrate a full-functioning unit to be tested. The Department will provide access to existing equipment to facilitate these testing procedures. The Engineer will determine if the Compatibility Test was acceptable for each proposed device. To prove compatibility the Contractor is responsible for configuring the proposed equipment at the applicable Traffic Operations Center (TOC) with the accompaniment of an approved TOC employee.

### **B. Operational Field Test (On-Site Commissioning)**

Final CCTV locations must be field verified and approved by the Engineer. Perform the following local operational field tests at the camera assembly field site in accordance with the test plans and in the presence of the Engineer. The Contractor is responsible for providing a laptop for camera control and positioning during the test. After completing the installation of the camera assemblies, including the camera hardware, power supply, and connecting cables, the contractor shall:

### **C. Local Field Testing**

Furnish all equipment and labor necessary to test the installed camera and perform the following tests before any connections are made.

- Verify that physical construction has been completed.
- Inspect the quality and tightness of ground and surge protector connections.
- Check the power supply voltages and outputs, check connection of devices to power source.

- Verify installation of specified cables and connection between the camera, PTZ, camera control receiver, and control cabinet.
- Make sure cabinet wiring is neat and labeled properly; check wiring for any wear and tear; check for exposed or loose wires.
- Perform the CCTV assembly manufacturer's initial power-on test in accordance with the manufacturer's recommendation.
- Set the camera control address.
- Exercise the pan, tilt, zoom, and focus operations along with preset positioning, and power on/off functions.
- Demonstrate the pan, tilt and zoom speeds and movement operation meet all applicable standards, specifications, and requirements.
- Define, test and/or change presets.
- Ensure camera field of view is adjusted properly and there are no objects obstructing the view.
- Ensure camera lens is dust-free.
- Ensure risers are bonded and conduits entering cabinets are sealed properly.
- Lightning arrestor bonded correctly.

#### **D. Central Operations Testing**

- Interconnect the CCTV Camera's communication interface device with one of the following methods as depicted on the plans:
  - communication network's assigned Ethernet switch and assigned fiber-optic trunk cable and verify a transmit/receive LED is functioning and that the CCTV camera is fully operational at the TOC.
- OR
  - to the DOT furnished cellular modem and verify a transmit/receive LED is functioning and that the CCTV camera is fully operational at the TOC.
- Exercise the pan, tilt, zoom, and focus operations along with preset positioning, and power on/off functions.
- Demonstrate the pan, tilt and zoom speeds and movement operation meet all applicable standards, specifications, and requirements.
- Define, test and/or change presets.

Approval of Operational Field Test results does not relieve the Contractor to conform to the requirements in these Project Special Provisions. If the CCTV system does not pass these tests, document a correction or substitute a new unit as approved by the Engineer. Re-test the system until it passes all requirements.

#### **4.4. MEASUREMENT AND PAYMENT**

Digital CCTV Camera Assembly will be measured and paid as the actual number of digital CCTV assemblies furnished, installed, integrated, and accepted. No separate measurement will be made for electrical cabling, connectors, CCTV camera attachment assemblies, conduit, condulets, risers, grounding equipment, surge protectors, PoE Injectors, PoE Cable, Air Terminal and Lightning

Protection System, compatibility testing, operational testing or any other equipment or labor required to install the digital CCTV assembly.

Payment will be made under:

Digital CCTV Camera Assembly .....Each

County: WAKE

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	0043000000-N	226	GRADING	Lump Sum	L.S.	
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0005	0057000000-E	226	UNDERCUT EXCAVATION	450 CY		
0006	0134000000-E	240	DRAINAGE DITCH EXCAVATION	20 CY		
0007	0194000000-E	265	SELECT GRANULAR MATERIAL, CLASS III	200 CY		
0008	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	200 SY		
0009	0255000000-E	SP	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	50 TON		
0010	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	580 TON		
0011	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	2,420 SY		
0012	0343000000-E	310	15" SIDE DRAIN PIPE	428 LF		
0013	0344000000-E	310	18" SIDE DRAIN PIPE	24 LF		
0014	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,012 LF		
0015	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	1,876 LF		
0016	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	12 LF		
0017	0995000000-E	340	PIPE REMOVAL	3,098 LF		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	1099500000-E	505	SHALLOW UNDERCUT	200 CY		
0019	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	100 TON		
0020	1112000000-E	505	GEOTEXTILE FOR SUBGRADE STABILIZATION	200 SY		
0021	1121000000-E	520	AGGREGATE BASE COURSE	1,389 TON		
0022	1220000000-E	545	INCIDENTAL STONE BASE	50 TON		
0023	1275000000-E	600	PRIME COAT	939 GAL		
0024	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 1-1/2")	2,170 SY		
0025	1330000000-E	607	INCIDENTAL MILLING	1,340 SY		
0026	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	4,190 TON		
0027	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	2,890 TON		
0028	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	5,170 TON		
0029	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	640 TON		
0030	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	70 TON		
0031	2000000000-N	806	RIGHT-OF-WAY MARKERS	34 EA		
0032	2022000000-E	815	SUBDRAIN EXCAVATION	44.8 CY		
0033	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200 SY		
0034	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	33.6 CY		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF		
0036	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA		
0037	2077000000-E	815	6" OUTLET PIPE	6 LF		
0038	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	37 EA		
0039	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	2.5 LF		
0040	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	1 EA		
0041	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	10 EA		
0042	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	12 EA		
0043	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	11 EA		
0044	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	2 EA		
0045	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA		
0046	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	12 EA		
0047	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,770 LF		
0048	2591000000-E	848	4" CONCRETE SIDEWALK	670 SY		
0049	2605000000-N	848	CONCRETE CURB RAMPS	17 EA		
0050	2612000000-E	848	6" CONCRETE DRIVEWAY	180 SY		
0051	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	960 SY		



County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0052	2753000000-E	846	GENERIC PAVING ITEM CONCRETE VALLEY GUTTER (2'-6")	290 LF		
0053	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	1 EA		
0054	3030000000-E	862	STEEL BEAM GUARDRAIL	175 LF		
0055	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	50 LF		
0056	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0057	3195000000-N	862	GUARDRAIL END UNITS, TYPE AT-1	1 EA		
0058	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	1 EA		
0059	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	285 SY		
0060	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	687 LF		
0061	4096000000-N	904	SIGN ERECTION, TYPE D	1 EA		
0062	4102000000-N	904	SIGN ERECTION, TYPE E	38 EA		
0063	4108000000-N	904	SIGN ERECTION, TYPE F	4 EA		
0064	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	14 EA		
0065	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	80 SF		
0066	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	288 SF		
0067	4415000000-N	1115	FLASHING ARROW BOARD	2 EA		
0068	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0069	4430000000-N	1130	DRUMS	254 EA		
0070	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	28 LF		
0071	4455000000-N	1150	FLAGGER	16 DAY		
0072	4480000000-N	1165	TMA	2 EA		
0073	4510000000-N	1190	LAW ENFORCEMENT	24 HR		
0074	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES	5 EA		
0075	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PEDESTRIAN TRANSPORT SERVICE	10 EA		
0076	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	338 EA		
0077	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	17,545 LF		
0078	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	2,707 LF		
0079	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	379 LF		
0080	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	237 LF		
0081	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	16 EA		
0082	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	72 EA		
0083	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	17,545 LF		
0084	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	2,707 LF		
0085	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	379 LF		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0086	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	237 LF		
0087	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	16 EA		
0088	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	72 EA		
0089	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	16,753 LF		
0090	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	1,305 LF		
0091	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	235 LF		
0092	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0093	5325800000-E	1510	8" WATER LINE	325 LF		
0094	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	220 LB		
0095	5540000000-E	1515	6" VALVE	1 EA		
0096	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	1 EA		
0097	5571800000-E	1515	8" TAPPING SLEEVE & VALVE	1 EA		
0098	5606000000-E	1515	2" BLOW OFF	1 EA		
0099	5648000000-N	1515	RELOCATE WATER METER	3 EA		
0100	5649000000-N	1515	RECONNECT WATER METER	2 EA		
0101	5672000000-N	1515	RELOCATE FIRE HYDRANT	1 EA		
0102	5673000000-E	1515	FIRE HYDRANT LEG	30 LF		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0103	5691300000-E	1520	8" SANITARY GRAVITY SEWER	955 LF		
0104	5709300000-E	1520	6" FORCE MAIN SEWER	55 LF		
0105	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	300 LB		
0106	5775000000-E	1525	4' DIA UTILITY MANHOLE	4 EA		
0107	5776000000-E	1525	5' DIA UTILITY MANHOLE	1 EA		
0108	5801000000-E	1530	ABANDON 8" UTILITY PIPE	939 LF		
0109	5815500000-N	1530	REMOVE FIRE HYDRANT	1 EA		
0110	5816000000-N	1530	ABANDON UTILITY MANHOLE	2 EA		
0111	6000000000-E	1605	TEMPORARY SILT FENCE	4,870 LF		
0112	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	270 TON		
0113	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	480 TON		
0114	6012000000-E	1610	SEDIMENT CONTROL STONE	590 TON		
0115	6015000000-E	1615	TEMPORARY MULCHING	12.6 ACR		
0116	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	800 LB		
0117	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	5 TON		
0118	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF		
0119	6029000000-E	SP	SAFETY FENCE	180 LF		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0120	6030000000-E	1630	SILT EXCAVATION	1,390 CY		
0121	6036000000-E	1631	MATTING FOR EROSION CONTROL	11,570 SY		
0122	6037000000-E	1629	COIR FIBER MAT	10 SY		
0123	6042000000-E	1632	1/4" HARDWARE CLOTH	1,510 LF		
0124	6043000000-E	1644	LOW PERMEABILITY GEOTEXTILE	100 SY		
0125	6071002000-E	1642	FLOCCULANT	105 LB		
0126	6071012000-E	1642	COIR FIBER WATTLE	580 LF		
0127	6071030000-E	1640	COIR FIBER BAFFLE	225 LF		
0128	6071050000-E	1644	*** SKIMMER (1-1/2")	1 EA		
0129	6084000000-E	1660	SEEDING & MULCHING	12.6 ACR		
0130	6087000000-E	1660	MOWING	6.3 ACR		
0131	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB		
0132	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON		
0133	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	250 LB		
0134	6108000000-E	1665	FERTILIZER TOPDRESSING	7.25 TON		
0135	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0136	6114800000-N	SP	MANUAL LITTER REMOVAL	4 MHR		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0137	6114900000-E	SP	LITTER DISPOSAL	1 TON		
0138	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	13 EA		
0139	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	3 EA		
0140	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT	60 EA		
0141	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 1	20 EA		
0142	6141000000-E	SP	GENERIC EROSION CONTROL ITEM PERMANENT SOIL REINFORCEMENT MAT, TYPE 3	55 SY		
0143	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	8 EA		
0144	7060000000-E	1705	SIGNAL CABLE	4,125 LF		
0145	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	12 EA		
0146	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4 EA		
0147	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1 EA		
0148	7264000000-E	1710	MESSENGER CABLE (3/8")	650 LF		
0149	7300000000-E	1715	UNPAVED TRENCHING (***** (1, 2"))	650 LF		
0150	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	9 EA		
0151	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	2,540 LF		
0152	7456100000-E	1726	LEAD-IN CABLE (14-2)	7,500 LF		
0153	7576000000-N	SP	METAL STRAIN SIGNAL POLE	4 EA		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0154	7613000000-N	SP	SOIL TEST	4 EA		
0155	7614100000-E	SP	DRILLED PIER FOUNDATION	24 CY		
0156	7636000000-N	1745	SIGN FOR SIGNALS	9 EA		
0157	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	8 EA		
0158	7980000000-N	SP	GENERIC SIGNAL ITEM DIGITAL CCTV CAMERA ASSEMBLY	1 EA		
***** BEGIN SCHEDULE AA ***** ***** ( 5 ALTERNATES ) *****						
0159 AA1	4894900000-E	SP	GENERIC PAVEMENT MARKING ITEM 10' INLAID PAVEMENT MARKINGS	338 EA		
*** OR ***						
0160 AA2	4894900000-E	SP	GENERIC PAVEMENT MARKING ITEM 10' RUMBLE SKIPS	338 EA		
*** OR ***						
0161 AA3	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM INLAID CRADLE MARKERS	338 EA		
*** OR ***						
0162 AA4	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM INLAID RAISED PAVEMENT MARKERS	338 EA		
*** OR ***						
0163 AA5	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM POLYCARBONATE H-SHAPED MARKERS	338 EA		
***** END SCHEDULE AA *****						

0904/Nov05/Q141255.9/D685461394000/E163

Total Amount Of Bid For Entire Project :

Vendor 1 of 4: BRANCH CIVIL INC (3697)  
Call Order 006 (Proposal: C204968)

### Bid Information

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<b>Proposal County:</b> WAKE	<b>Bid Checksum:</b> 2B5021B9F5
<b>Vendor Address:</b> P.O. Box 40004 ROANOKE , VA , 24022	<b>Bid Total:</b> \$6,385,000.00
<b>Signature Check:</b> Michael Andrew Colbert	<b>Items Total:</b> \$6,385,000.00
<b>Time Bid Received:</b> November 19, 2024 01:22 PM	<b>Time Total:</b> \$0.00
<b>Amendment Count:</b> 1	

**Bidding Errors:**  
None.



DBE GOAL SET: 5%  
DBE GOAL OBT: 5.38%

Vendor 1 of 4: BRANCH CIVIL INC (3697)  
Call Order 006 (Proposal: C204968)

**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> SNC1106740027	<b>Agency Execution Date:</b> 11/06/2024 06:36:28 PM
<b>Paid by Check:</b> No	<b>Surety Name:</b> Surety2000
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> Hartford Fire Insurance Company

### DBE Load Information

Letting ID: L241119  
 Letting Date: 11/19/2024  
 Call Order: 006  
 Contract ID: C204968

DBE GOAL SET: 5%  
 DBE GOAL OBT: 5.38%

Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDEDSTATE FUNDED  
 Bid Total: \$6,385,000.00  
 DBE Goal: 5.00% (\$319,250.00)

Vendor ID: 3697  
 Vendor Name: Branch Civil, Inc.  
 DBE Entered: 5.38% (\$343,231.80)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
12044	LMJ PAVEMENT MARKING LLC	False	76 OAK FERN LANE WILLOW SPRING, NC 27592	SubContractor  <b>Committed</b>	298,672.50
15450	DIXON PAVING INC	False	P.O. Box 598 ZEBULON, NC 27597	SubContractor  <b>Committed</b>	21,487.30
4761	TRAFFIC CONTROL SAFETY SERVICES INC	False	P.O. Box 24511 WINSTON SALEM, NC 27114	SubContractor  <b>Committed</b>	12,372.00
12802	NICKELSTON INDUSTRIES INC	False	P.O. Box 133 LAWSONVILLE, NC 27022	SubContractor  <b>Committed</b>	10,700.00

BondID: SNC1106740027  
Surety Registry Agency: Surety2000  
Verified?: 1  
Surety Agency: Hartford Fire Insurance Company  
Bond Execution Date: 11/06/2024 06:36:28 PM

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$320,000.0000	\$320,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$79,600.0000	\$79,600.00
0003	0043000000-N GRADING	1.000	LS	\$909,589.8400	\$909,589.84
0004	0050000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000	ACR	\$1,000.0000	\$1,000.00
0005	0057000000-E UNDERCUT EXCAVATION	450.000	CY	\$40.5000	\$18,225.00
0006	0134000000-E DRAINAGE DITCH EXCAVATION	20.000	CY	\$28.5000	\$570.00
0007	0194000000-E SELECT GRANULAR MATERIAL, CLASS III	200.000	CY	\$50.5000	\$10,100.00
0008	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	200.000	SY	\$8.7500	\$1,750.00
0009	0255000000-E GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	50.000	TON	\$184.0000	\$9,200.00
0010	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	580.000	TON	\$51.5000	\$29,870.00
0011	0321000000-E FOUNDATION CONDITIONING GEOTEXTILE	2420.000	SY	\$5.0000	\$12,100.00
0012	0343000000-E 15" SIDE DRAIN PIPE	428.000	LF	\$108.0000	\$46,224.00
0013	0344000000-E 18" SIDE DRAIN PIPE	24.000	LF	\$140.0000	\$3,360.00
0014	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	2012.000	LF	\$161.0000	\$323,932.00
0015	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	1876.000	LF	\$182.0000	\$341,432.00
0016	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	12.000	LF	\$341.0000	\$4,092.00
0017	0995000000-E PIPE REMOVAL	3098.000	LF	\$32.0000	\$99,136.00
0018	1099500000-E SHALLOW UNDERCUT	200.000	CY	\$40.5000	\$8,100.00
0019	1099700000-E CLASS IV SUBGRADE STABILIZATION	100.000	TON	\$40.5000	\$4,050.00
0020	1112000000-E GEOTEXTILE FOR SUBGRADE STABILIZATION	200.000	SY	\$6.5000	\$1,300.00
0021	1121000000-E AGGREGATE BASE COURSE	1389.000	TON	\$45.0000	\$62,505.00
0022	1220000000-E INCIDENTAL STONE BASE	50.000	TON	\$52.5000	\$2,625.00
0023	1275000000-E PRIME COAT	939.000	GAL	\$11.5000	\$10,798.50

0024	1308000000-E	2170.000 SY	\$8.0000	\$17,360.00
	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 1-1/2")			
0025	1330000000-E	1340.000 SY	\$11.2500	\$15,075.00
	INCIDENTAL MILLING			
0026	1491000000-E	4190.000 TON	\$110.0000	\$460,900.00
	ASPHALT CONC BASE COURSE, TYPE B25.0C			
0027	1503000000-E	2890.000 TON	\$110.0000	\$317,900.00
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C			
0028	1523000000-E	5170.000 TON	\$100.0000	\$517,000.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5C			
0029	1575000000-E	640.000 TON	\$800.0000	\$512,000.00
	ASPHALT BINDER FOR PLANT MIX			
0030	1693000000-E	70.000 TON	\$300.0000	\$21,000.00
	ASPHALT PLANT MIX, PAVEMENT REPAIR			
0031	2000000000-N	34.000 EA	\$370.0000	\$12,580.00
	RIGHT-OF-WAY MARKERS			
0032	2022000000-E	44.800 CY	\$40.0000	\$1,792.00
	SUBDRAIN EXCAVATION			
0033	2026000000-E	200.000 SY	\$8.5000	\$1,700.00
	GEOTEXTILE FOR SUBSURFACE DRAINS			
0034	2036000000-E	33.600 CY	\$170.0000	\$5,712.00
	SUBDRAIN COARSE AGGREGATE			
0035	2044000000-E	200.000 LF	\$28.5000	\$5,700.00
	6" PERFORATED SUBDRAIN PIPE			
0036	2070000000-N	1.000 EA	\$1,400.0000	\$1,400.00
	SUBDRAIN PIPE OUTLET			
0037	2077000000-E	6.000 LF	\$85.5000	\$513.00
	6" OUTLET PIPE			
0038	2286000000-N	37.000 EA	\$4,800.0000	\$177,600.00
	MASONRY DRAINAGE STRUCTURES			
0039	2308000000-E	2.500 LF	\$1,200.0000	\$3,000.00
	MASONRY DRAINAGE STRUCTURES			
0040	2364000000-N	1.000 EA	\$3,300.0000	\$3,300.00
	FRAME WITH TWO GRATES, STD 840.16			
0041	2365000000-N	10.000 EA	\$3,000.0000	\$30,000.00
	FRAME WITH TWO GRATES, STD 840.22			
0042	2367000000-N	12.000 EA	\$737.0000	\$8,844.00
	FRAME WITH TWO GRATES, STD 840.29			
0043	2374000000-N	11.000 EA	\$960.0000	\$10,560.00
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)			
0044	2374000000-N	2.000 EA	\$960.0000	\$1,920.00
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)			
0045	2396000000-N	1.000 EA	\$536.0000	\$536.00
	FRAME WITH COVER, STD 840.54			
0046	2451000000-N	12.000 EA	\$1,000.0000	\$12,000.00
	CONCRETE TRANSITIONAL SECTION FOR DROP INLET			
0047	2549000000-E	1770.000 LF	\$36.5000	\$64,605.00
	2'-6" CONCRETE CURB & GUTTER			
0048	2591000000-E	670.000 SY	\$62.5000	\$41,875.00

4" CONCRETE SIDEWALK

0049	2605000000-N	17.000	EA	\$3,200.0000	\$54,400.00
	CONCRETE CURB RAMPS				
0050	2612000000-E	180.000	SY	\$103.0000	\$18,540.00
	6" CONCRETE DRIVEWAY				
0051	2655000000-E	960.000	SY	\$36.5000	\$35,040.00
	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)				
0052	2753000000-E	290.000	LF	\$36.5000	\$10,585.00
	GENERIC PAVING ITEM CONCRETE VALLEY GUTTER (2'-6")				
0053	2800000000-N	1.000	EA	\$622.0000	\$622.00
	ADJUSTMENT OF CATCH BASINS				
0054	3030000000-E	175.000	LF	\$38.0000	\$6,650.00
	STEEL BEAM GUARDRAIL				
0055	3045000000-E	50.000	LF	\$47.5000	\$2,375.00
	STEEL BEAM GUARDRAIL, SHOP CURVED				
0056	3150000000-N	5.000	EA	\$79.0000	\$395.00
	ADDITIONAL GUARDRAIL POSTS				
0057	3195000000-N	1.000	EA	\$1,300.0000	\$1,300.00
	GUARDRAIL END UNITS, TYPE AT-1				
0058	3210000000-N	1.000	EA	\$1,400.0000	\$1,400.00
	GUARDRAIL END UNITS, TYPE CAT-1				
0059	3656000000-E	285.000	SY	\$4.0000	\$1,140.00
	GEOTEXTILE FOR DRAINAGE				
0060	4072000000-E	687.000	LF	\$14.0000	\$9,618.00
	SUPPORTS, 3-LB STEEL U-CHANNEL				
0061	4096000000-N	1.000	EA	\$302.0000	\$302.00
	SIGN ERECTION, TYPE D				
0062	4102000000-N	38.000	EA	\$90.5000	\$3,439.00
	SIGN ERECTION, TYPE E				
0063	4108000000-N	4.000	EA	\$302.0000	\$1,208.00
	SIGN ERECTION, TYPE F				
0064	4155000000-N	14.000	EA	\$2.5000	\$35.00
	DISPOSAL OF SIGN SYSTEM, U-CHANNEL				
0065	4400000000-E	80.000	SF	\$7.5000	\$600.00
	WORK ZONE SIGNS (STATIONARY)				
0066	4405000000-E	288.000	SF	\$26.0000	\$7,488.00
	WORK ZONE SIGNS (PORTABLE)				
0067	4415000000-N	2.000	EA	\$28,800.0000	\$57,600.00
	FLASHING ARROW BOARD				
0068	4420000000-N	2.000	EA	\$5,900.0000	\$11,800.00
	PORTABLE CHANGEABLE MESSAGE SIGN				
0069	4430000000-N	254.000	EA	\$76.5000	\$19,431.00
	DRUMS				
0070	4447000000-E	28.000	LF	\$96.5000	\$2,702.00
	PEDESTRIAN CHANNELIZING DEVICES				
0071	4455000000-N	16.000	DAY	\$503.0000	\$8,048.00
	FLAGGER				
0072	4480000000-N	2.000	EA	\$77,700.0000	\$155,400.00
	TMA				

0073	4510000000-N	24.000	HR	\$85.5000	\$2,052.00
	LAW ENFORCEMENT				
0074	4600000000-N	5.000	EA	\$439.0000	\$2,195.00
	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES				
0075	4600000000-N	10.000	EA	\$114.0000	\$1,140.00
	GENERIC TRAFFIC CONTROL ITEM PEDESTRIAN TRANSPORT SERVICE				
0076	4650000000-N	338.000	EA	\$8.5000	\$2,873.00
	TEMPORARY RAISED PAVEMENT MARKERS				
0077	4685000000-E	17545.000	LF	\$1.5000	\$26,317.50
	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)				
0078	4695000000-E	2707.000	LF	\$2.5000	\$6,767.50
	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)				
0079	4700000000-E	379.000	LF	\$4.2500	\$1,610.75
	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)				
0080	4709000000-E	237.000	LF	\$15.5000	\$3,673.50
	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)				
0081	4720000000-E	16.000	EA	\$120.0000	\$1,920.00
	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)				
0082	4725000000-E	72.000	EA	\$150.0000	\$10,800.00
	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)				
0083	4810000000-E	17545.000	LF	\$0.5000	\$8,772.50
	PAINT PAVEMENT MARKING LINES (4")				
0084	4820000000-E	2707.000	LF	\$0.8800	\$2,382.16
	PAINT PAVEMENT MARKING LINES (8")				
0085	4825000000-E	379.000	LF	\$1.7500	\$663.25
	PAINT PAVEMENT MARKING LINES (12")				
0086	4835000000-E	237.000	LF	\$9.5000	\$2,251.50
	PAINT PAVEMENT MARKING LINES (24")				
0087	4840000000-N	16.000	EA	\$78.0000	\$1,248.00
	PAINT PAVEMENT MARKING CHARACTER				
0088	4845000000-N	72.000	EA	\$78.0000	\$5,616.00
	PAINT PAVEMENT MARKING SYMBOL				
0089	4850000000-E	16753.000	LF	\$0.2500	\$4,188.25
	REMOVAL OF PAVEMENT MARKING LINES (4")				
0090	4860000000-E	1305.000	LF	\$0.7500	\$978.75
	REMOVAL OF PAVEMENT MARKING LINES (8")				
0091	4870000000-E	235.000	LF	\$7.2500	\$1,703.75
	REMOVAL OF PAVEMENT MARKING LINES (24")				
0092	5255000000-N	1.000	LS	\$49,900.0000	\$49,900.00
	PORTABLE LIGHTING				
0093	5325800000-E	325.000	LF	\$275.0000	\$89,375.00
	8" WATER LINE				
0094	5329000000-E	220.000	LB	\$37.0000	\$8,140.00
	DUCTILE IRON WATER PIPE FITTINGS				
0095	5540000000-E	1.000	EA	\$3,500.0000	\$3,500.00
	6" VALVE				
0096	5571600000-E	1.000	EA	\$10,000.0000	\$10,000.00
	6" TAPPING SLEEVE & VALVE				
0097	5571800000-E	1.000	EA	\$11,400.0000	\$11,400.00

8" TAPPING SLEEVE & VALVE

0098	5606000000-E 2" BLOW OFF	1.000 EA	\$7,600.0000	\$7,600.00
0099	5648000000-N RELOCATE WATER METER	3.000 EA	\$2,000.0000	\$6,000.00
0100	5649000000-N RECONNECT WATER METER	2.000 EA	\$2,000.0000	\$4,000.00
0101	5672000000-N RELOCATE FIRE HYDRANT	1.000 EA	\$4,400.0000	\$4,400.00
0102	5673000000-E FIRE HYDRANT LEG	30.000 LF	\$200.0000	\$6,000.00
0103	5691300000-E 8" SANITARY GRAVITY SEWER	955.000 LF	\$345.0000	\$329,475.00
0104	5709300000-E 6" FORCE MAIN SEWER	55.000 LF	\$280.0000	\$15,400.00
0105	5769000000-E DUCTILE IRON SEWER PIPE FITTINGS	300.000 LB	\$43.0000	\$12,900.00
0106	5775000000-E 4' DIA UTILITY MANHOLE	4.000 EA	\$10,750.0000	\$43,000.00
0107	5776000000-E 5' DIA UTILITY MANHOLE	1.000 EA	\$13,500.0000	\$13,500.00
0108	5801000000-E ABANDON 8" UTILITY PIPE	939.000 LF	\$26.0000	\$24,414.00
0109	5815500000-N REMOVE FIRE HYDRANT	1.000 EA	\$5,600.0000	\$5,600.00
0110	5816000000-N ABANDON UTILITY MANHOLE	2.000 EA	\$5,400.0000	\$10,800.00
0111	6000000000-E TEMPORARY SILT FENCE	4870.000 LF	\$3.0000	\$14,610.00
0112	6006000000-E STONE FOR EROSION CONTROL, CLASS A	270.000 TON	\$81.0000	\$21,870.00
0113	6009000000-E STONE FOR EROSION CONTROL, CLASS B	480.000 TON	\$85.5000	\$41,040.00
0114	6012000000-E SEDIMENT CONTROL STONE	590.000 TON	\$91.0000	\$53,690.00
0115	6015000000-E TEMPORARY MULCHING	12.600 ACR	\$2,100.0000	\$26,460.00
0116	6018000000-E SEED FOR TEMPORARY SEEDING	800.000 LB	\$2.2500	\$1,800.00
0117	6021000000-E FERTILIZER FOR TEMPORARY SEEDING	5.000 TON	\$1,200.0000	\$6,000.00
0118	6024000000-E TEMPORARY SLOPE DRAINS	200.000 LF	\$67.5000	\$13,500.00
0119	6029000000-E SAFETY FENCE	180.000 LF	\$2.2500	\$405.00
0120	6030000000-E SILT EXCAVATION	1390.000 CY	\$18.5000	\$25,715.00
0121	6036000000-E MATTING FOR EROSION CONTROL	11570.000 SY	\$2.0000	\$23,140.00



0122	6037000000-E	10.000	SY	\$13.7500	\$137.50
	COIR FIBER MAT				
0123	6042000000-E	1510.000	LF	\$4.2500	\$6,417.50
	1/4" HARDWARE CLOTH				
0124	6043000000-E	100.000	SY	\$15.5000	\$1,550.00
	LOW PERMEABILITY GEOTEXTILE				
0125	6071002000-E	105.000	LB	\$27.0000	\$2,835.00
	FLOCCULANT				
0126	6071012000-E	580.000	LF	\$9.7500	\$5,655.00
	COIR FIBER WATTLE				
0127	6071030000-E	225.000	LF	\$6.5000	\$1,462.50
	COIR FIBER BAFFLE				
0128	6071050000-E	1.000	EA	\$1,500.0000	\$1,500.00
	**" SKIMMER (1-1/2")				
0129	6084000000-E	12.600	ACR	\$3,300.0000	\$41,580.00
	SEEDING & MULCHING				
0130	6087000000-E	6.300	ACR	\$285.0000	\$1,795.50
	MOWING				
0131	6090000000-E	100.000	LB	\$6.7500	\$675.00
	SEED FOR REPAIR SEEDING				
0132	6093000000-E	0.250	TON	\$2,000.0000	\$500.00
	FERTILIZER FOR REPAIR SEEDING				
0133	6096000000-E	250.000	LB	\$5.7500	\$1,437.50
	SEED FOR SUPPLEMENTAL SEEDING				
0134	6108000000-E	7.250	TON	\$1,300.0000	\$9,425.00
	FERTILIZER TOPDRESSING				
0135	6114500000-N	10.000	MHR	\$216.0000	\$2,160.00
	SPECIALIZED HAND MOWING				
0136	6114800000-N	4.000	MHR	\$50.5000	\$202.00
	MANUAL LITTER REMOVAL				
0137	6114900000-E	1.000	TON	\$332.0000	\$332.00
	LITTER DISPOSAL				
0138	6117000000-N	13.000	EA	\$114.0000	\$1,482.00
	RESPONSE FOR EROSION CONTROL				
0139	6117500000-N	3.000	EA	\$479.0000	\$1,437.00
	CONCRETE WASHOUT STRUCTURE				
0140	6132000000-N	60.000	EA	\$234.0000	\$14,040.00
	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT				
0141	6132000000-N	20.000	EA	\$101.0000	\$2,020.00
	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 1				
0142	6141000000-E	55.000	SY	\$8.0000	\$440.00
	GENERIC EROSION CONTROL ITEM PERMANENT SOIL REINFORCEMENT MAT, TYPE 3				
0143	7048500000-E	8.000	EA	\$1,300.0000	\$10,400.00
	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)				
0144	7060000000-E	4125.000	LF	\$4.2500	\$17,531.25
	SIGNAL CABLE				
0145	7120000000-E	12.000	EA	\$1,400.0000	\$16,800.00
	VEHICLE SIGNAL HEAD (12", 3 SECTION)				
0146	7132000000-E	4.000	EA	\$1,600.0000	\$6,400.00

VEHICLE SIGNAL HEAD (12", 4 SECTION)				
0147	7144000000-E	1.000	EA	\$1,900.0000 \$1,900.00
VEHICLE SIGNAL HEAD (12", 5 SECTION)				
0148	7264000000-E	650.000	LF	\$4.2500 \$2,762.50
MESSENGER CABLE (3/8")				
0149	7300000000-E	650.000	LF	\$21.5000 \$13,975.00
UNPAVED TRENCHING (***** (1, 2"))				
0150	7324000000-N	9.000	EA	\$780.0000 \$7,020.00
JUNCTION BOX (STANDARD SIZE)				
0151	7444000000-E	2540.000	LF	\$10.7500 \$27,305.00
INDUCTIVE LOOP SAWCUT				
0152	7456100000-E	7500.000	LF	\$3.0300 \$22,725.00
LEAD-IN CABLE (14-2)				
0153	7576000000-N	4.000	EA	\$18,600.0000 \$74,400.00
METAL STRAIN SIGNAL POLE				
0154	7613000000-N	4.000	EA	\$4,600.0000 \$18,400.00
SOIL TEST				
0155	7614100000-E	24.000	CY	\$2,300.0000 \$55,200.00
DRILLED PIER FOUNDATION				
0156	7636000000-N	9.000	EA	\$540.0000 \$4,860.00
SIGN FOR SIGNALS				
0157	7642200000-N	8.000	EA	\$5,800.0000 \$46,400.00
TYPE II PEDESTAL WITH FOUNDATION				
0158	7980000000-N	1.000	EA	\$14,700.0000 \$14,700.00
GENERIC SIGNAL ITEM DIGITAL CCTV CAMERA ASSEMBLY				
0159	4894900000-E	338.000	EA	
AA1	GENERIC PAVEMENT MARKING ITEM 10' INLAID PAVEMENT MARKINGS			
0160	4894900000-E	338.000	EA	
AA2	GENERIC PAVEMENT MARKING ITEM 10' RUMBLE SKIPS			
0161	4895000000-N	338.000	EA	
AA3	GENERIC PAVEMENT MARKING ITEM INLAID CRADLE MARKERS			
0162	4895000000-N	338.000	EA	
AA4	GENERIC PAVEMENT MARKING ITEM INLAID RAISED PAVEMENT MARKERS			
0163	4895000000-N	338.000	EA	\$64.5000 \$21,801.00
AA5	GENERIC PAVEMENT MARKING ITEM POLYCARBONATE H-SHAPED MARKERS			
Section 0001 Total				\$6,385,000.00
Item Total				\$6,385,000.00

**ELECTRONIC BID SUBMISSION**

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

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**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

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

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

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

**DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

Conditions for certification:

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

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

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

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

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

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

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

#### **DEBARMENT CERTIFICATION**

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

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

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

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

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

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

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

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

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

**EXPLANATION:**

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### Award Limits on Multiple Projects

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

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

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

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

The Award Limits shall apply to the following projects:

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

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

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

## DBE List Summary

Project: STATE FUNDED  
Bid Total: 6,385,000.00  
Goal: 5.00% (319,250.00)  
Total Entered: 5.38% (343,231.80)

Bidder ID: 3697  
Business Name: Branch Civil, Inc.

ID	Name	Supp?/Dist?	Item Count	Amount	Is Complete?
12044	LMJ PAVEMENT MARKING LLC	No	17	298,672.50	True
15450	DIXON PAVING INC	No	3	21,487.30	True
4761	TRAFFIC CONTROL SAFETY SERVICES INC	No	5	12,372.00	True
12802	NICKELSTON INDUSTRIES INC	No	6	10,700.00	True



Name: LMJ PAVEMENT MARKING LLC ID: 12044

Address: 76 OAK FERN LANE WILLOW SPRING, NC 27592

Used As: SubContractor DBE Items Total:\$298,672.50

**Items for LMJ PAVEMENT MARKING LLC**

0001 ROADWAY ITEMS					
0001	0000100000-N	1.000	LS	\$15,000.0000	\$15,000.00
	MOBILIZATION				
0143	7048500000-E	8.000	EA	\$1,050.0000	\$8,400.00
	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)				
0144	7060000000-E	4125.000	LF	\$3.5000	\$14,437.50
	SIGNAL CABLE				
0145	7120000000-E	12.000	EA	\$1,150.0000	\$13,800.00
	VEHICLE SIGNAL HEAD (12", 3 SECTION)				
0146	7132000000-E	4.000	EA	\$1,325.0000	\$5,300.00
	VEHICLE SIGNAL HEAD (12", 4 SECTION)				
0147	7144000000-E	1.000	EA	\$1,600.0000	\$1,600.00
	VEHICLE SIGNAL HEAD (12", 5 SECTION)				
0148	7264000000-E	650.000	LF	\$3.5000	\$2,275.00
	MESSENGER CABLE (3/8")				
0149	7300000000-E	650.000	LF	\$18.0000	\$11,700.00
	UNPAVED TRENCHING (***** (1, 2"))				
0150	7324000000-N	9.000	EA	\$650.0000	\$5,850.00
	JUNCTION BOX (STANDARD SIZE)				
0151	7444000000-E	2540.000	LF	\$9.0000	\$22,860.00
	INDUCTIVE LOOP SAWCUT				
0152	7456100000-E	7500.000	LF	\$2.5000	\$18,750.00
	LEAD-IN CABLE (14-2)				
0153	7576000000-N	4.000	EA	\$15,500.0000	\$62,000.00
	METAL STRAIN SIGNAL POLE				
0154	7613000000-N	4.000	EA	\$3,800.0000	\$15,200.00
	SOIL TEST				
0155	7614100000-E	24.000	CY	\$1,950.0000	\$46,800.00
	DRILLED PIER FOUNDATION				
0156	7636000000-N	9.000	EA	\$450.0000	\$4,050.00
	SIGN FOR SIGNALS				
0157	7642200000-N	8.000	EA	\$4,800.0000	\$38,400.00
	TYPE II PEDESTAL WITH FOUNDATION				
0158	7980000000-N	1.000	EA	\$12,250.0000	\$12,250.00
	GENERIC SIGNAL ITEM DIGITAL CCTV CAMERA ASSEMBLY				
Section 0001 Total					\$298,672.50

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Item Total	\$298,672.50
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Name: DIXON PAVING INC ID: 15450

Address: P.O. Box 598 ZEBULON, NC 27597

Used As: SubContractor DBE Items Total:\$21,487.30

**Items for DIXON PAVING INC**

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0001	ROADWAY ITEMS				
0001	0000100000-N	1.000	LS	\$8,500.0000	\$8,500.00
	MOBILIZATION				
0024	1308000000-E	2170.000	SY	\$2.9900	\$6,488.30
	MILLING ASPHALT PAVEMENT, ***" TO *****" (0" TO 1-1/2")				
0025	1330000000-E	1340.000	SY	\$4.8500	\$6,499.00
	INCIDENTAL MILLING				
Section 0001 Total					\$21,487.30
Item Total					\$21,487.30

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Name: TRAFFIC CONTROL SAFETY SERVICES INC ID: 4761

Address: P.O. Box 24511 WINSTON SALEM, NC 27114

Used As: SubContractor DBE Items Total:\$12,372.00

**Items for TRAFFIC CONTROL SAFETY SERVICES INC**

0001 ROADWAY ITEMS				
0060	4072000000-E	687.000 LF	\$12.0000	\$8,244.00
	SUPPORTS, 3-LB STEEL U-CHANNEL			
0061	4096000000-N	1.000 EA	\$250.0000	\$250.00
	SIGN ERECTION, TYPE D			
0062	4102000000-N	38.000 EA	\$75.0000	\$2,850.00
	SIGN ERECTION, TYPE E			
0063	4108000000-N	4.000 EA	\$250.0000	\$1,000.00
	SIGN ERECTION, TYPE F			
0064	4155000000-N	14.000 EA	\$2.0000	\$28.00
	DISPOSAL OF SIGN SYSTEM, U-CHANNEL			
Section 0001 Total				\$12,372.00
Item Total				\$12,372.00

Name: NICKELSTON INDUSTRIES INC ID: 12802

Address: P.O. Box 133 LAWSONVILLE, NC 27022

Used As: SubContractor DBE Items Total:\$10,700.00

**Items for NICKELSTON INDUSTRIES INC**

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0001	ROADWAY ITEMS				
0001	0000100000-N	1.000 LS	\$3,000.0000	\$3,000.00	
	MOBILIZATION				
0054	3030000000-E	175.000 LF	\$24.0000	\$4,200.00	
	STEEL BEAM GUARDRAIL				
0055	3045000000-E	50.000 LF	\$30.0000	\$1,500.00	
	STEEL BEAM GUARDRAIL, SHOP CURVED				
0056	3150000000-N	5.000 EA	\$50.0000	\$250.00	
	ADDITIONAL GUARDRAIL POSTS				
0057	3195000000-N	1.000 EA	\$850.0000	\$850.00	
	GUARDRAIL END UNITS, TYPE AT-1				
0058	3210000000-N	1.000 EA	\$900.0000	\$900.00	
	GUARDRAIL END UNITS, TYPE CAT-1				
Section 0001 Total					\$10,700.00
Item Total					\$10,700.00

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

This Bid contains 1 amendment files

1 11/05/2024 MODIFY ITEMS

**Electronic Bid Submission**

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

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

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

## Attachments

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

NOTE: The maximum upload limit is 5 MB.

Verify

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	LUMP SUM	320,000.00	320,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	LUMP SUM	79,600.00	79,600.00
0003	0043000000-N	226	GRADING	LUMP SUM	909,589.84	909,589.84
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR	1,000.00	1,000.00
0005	0057000000-E	226	UNDERCUT EXCAVATION	450 CY	40.50	18,225.00
0006	0134000000-E	240	DRAINAGE DITCH EXCAVATION	20 CY	28.50	570.00
0007	0194000000-E	265	SELECT GRANULAR MATERIAL, CLASS III	200 CY	50.50	10,100.00
0008	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	200 SY	8.75	1,750.00
0009	0255000000-E	SP	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	50 TON	184.00	9,200.00
0010	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	580 TON	51.50	29,870.00
0011	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	2,420 SY	5.00	12,100.00
0012	0343000000-E	310	15" SIDE DRAIN PIPE	428 LF	108.00	46,224.00
0013	0344000000-E	310	18" SIDE DRAIN PIPE	24 LF	140.00	3,360.00
0014	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,012 LF	161.00	323,932.00
0015	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	1,876 LF	182.00	341,432.00
0016	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	12 LF	341.00	4,092.00
0017	0995000000-E	340	PIPE REMOVAL	3,098 LF	32.00	99,136.00
0018	1099500000-E	505	SHALLOW UNDERCUT	200 CY	40.50	8,100.00
0019	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	100 TON	40.50	4,050.00
0020	1112000000-E	505	GEOTEXTILE FOR SUBGRADE STABILIZATION	200 SY	6.50	1,300.00
0021	1121000000-E	520	AGGREGATE BASE COURSE	1,389 TON	45.00	62,505.00
0022	1220000000-E	545	INCIDENTAL STONE BASE	50 TON	52.50	2,625.00



Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0023	1275000000-E	600	PRIME COAT	939 GAL	11.50	10,798.50
0024	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 1-1/2")	2,170 SY	8.00	17,360.00
0025	1330000000-E	607	INCIDENTAL MILLING	1,340 SY	11.25	15,075.00
0026	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	4,190 TON	110.00	460,900.00
0027	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	2,890 TON	110.00	317,900.00
0028	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	5,170 TON	100.00	517,000.00
0029	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	640 TON	800.00	512,000.00
0030	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	70 TON	300.00	21,000.00
0031	2000000000-N	806	RIGHT-OF-WAY MARKERS	34 EA	370.00	12,580.00
0032	2022000000-E	815	SUBDRAIN EXCAVATION	44.8 CY	40.00	1,792.00
0033	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200 SY	8.50	1,700.00
0034	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	33.6 CY	170.00	5,712.00
0035	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF	28.50	5,700.00
0036	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA	1,400.00	1,400.00
0037	2077000000-E	815	6" OUTLET PIPE	6 LF	85.50	513.00
0038	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	37 EA	4,800.00	177,600.00
0039	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	2.5 LF	1,200.00	3,000.00
0040	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	1 EA	3,300.00	3,300.00
0041	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	10 EA	3,000.00	30,000.00
0042	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	12 EA	737.00	8,844.00
0043	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	11 EA	960.00	10,560.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0044	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	2 EA	960.00	1,920.00
0045	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA	536.00	536.00
0046	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	12 EA	1,000.00	12,000.00
0047	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,770 LF	36.50	64,605.00
0048	2591000000-E	848	4" CONCRETE SIDEWALK	670 SY	62.50	41,875.00
0049	2605000000-N	848	CONCRETE CURB RAMPS	17 EA	3,200.00	54,400.00
0050	2612000000-E	848	6" CONCRETE DRIVEWAY	180 SY	103.00	18,540.00
0051	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	960 SY	36.50	35,040.00
0052	2753000000-E	846	GENERIC PAVING ITEM CONCRETE VALLEY GUTTER (2'-6")	290 LF	36.50	10,585.00
0053	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	1 EA	622.00	622.00
0054	3030000000-E	862	STEEL BEAM GUARDRAIL	175 LF	38.00	6,650.00
0055	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	50 LF	47.50	2,375.00
0056	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA	79.00	395.00
0057	3195000000-N	862	GUARDRAIL END UNITS, TYPE AT-1	1 EA	1,300.00	1,300.00
0058	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	1 EA	1,400.00	1,400.00
0059	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	285 SY	4.00	1,140.00
0060	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	687 LF	14.00	9,618.00
0061	4096000000-N	904	SIGN ERECTION, TYPE D	1 EA	302.00	302.00
0062	4102000000-N	904	SIGN ERECTION, TYPE E	38 EA	90.50	3,439.00
0063	4108000000-N	904	SIGN ERECTION, TYPE F	4 EA	302.00	1,208.00
0064	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	14 EA	2.50	35.00
0065	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	80 SF	7.50	600.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0066	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	288 SF	26.00	7,488.00
0067	4415000000-N	1115	FLASHING ARROW BOARD	2 EA	28,800.00	57,600.00
0068	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	5,900.00	11,800.00
0069	4430000000-N	1130	DRUMS	254 EA	76.50	19,431.00
0070	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	28 LF	96.50	2,702.00
0071	4455000000-N	1150	FLAGGER	16 DAY	503.00	8,048.00
0072	4480000000-N	1165	TMA	2 EA	77,700.00	155,400.00
0073	4510000000-N	1190	LAW ENFORCEMENT	24 HR	85.50	2,052.00
0074	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES	5 EA	439.00	2,195.00
0075	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PEDESTRIAN TRANSPORT SERVICE	10 EA	114.00	1,140.00
0076	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	338 EA	8.50	2,873.00
0077	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	17,545 LF	1.50	26,317.50
0078	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	2,707 LF	2.50	6,767.50
0079	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	379 LF	4.25	1,610.75
0080	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	237 LF	15.50	3,673.50
0081	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	16 EA	120.00	1,920.00
0082	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	72 EA	150.00	10,800.00
0083	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	17,545 LF	0.50	8,772.50
0084	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	2,707 LF	0.88	2,382.16
0085	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	379 LF	1.75	663.25
0086	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	237 LF	9.50	2,251.50
0087	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	16 EA	78.00	1,248.00
0088	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	72 EA	78.00	5,616.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0089	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	16,753 LF	0.25	4,188.25
0090	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	1,305 LF	0.75	978.75
0091	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	235 LF	7.25	1,703.75
0092	5255000000-N	1413	PORTABLE LIGHTING	LUMP SUM	49,900.00	49,900.00
0093	5325800000-E	1510	8" WATER LINE	325 LF	275.00	89,375.00
0094	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	220 LB	37.00	8,140.00
0095	5540000000-E	1515	6" VALVE	1 EA	3,500.00	3,500.00
0096	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	1 EA	10,000.00	10,000.00
0097	5571800000-E	1515	8" TAPPING SLEEVE & VALVE	1 EA	11,400.00	11,400.00
0098	5606000000-E	1515	2" BLOW OFF	1 EA	7,600.00	7,600.00
0099	5648000000-N	1515	RELOCATE WATER METER	3 EA	2,000.00	6,000.00
0100	5649000000-N	1515	RECONNECT WATER METER	2 EA	2,000.00	4,000.00
0101	5672000000-N	1515	RELOCATE FIRE HYDRANT	1 EA	4,400.00	4,400.00
0102	5673000000-E	1515	FIRE HYDRANT LEG	30 LF	200.00	6,000.00
0103	5691300000-E	1520	8" SANITARY GRAVITY SEWER	955 LF	345.00	329,475.00
0104	5709300000-E	1520	6" FORCE MAIN SEWER	55 LF	280.00	15,400.00
0105	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	300 LB	43.00	12,900.00
0106	5775000000-E	1525	4' DIA UTILITY MANHOLE	4 EA	10,750.00	43,000.00
0107	5776000000-E	1525	5' DIA UTILITY MANHOLE	1 EA	13,500.00	13,500.00
0108	5801000000-E	1530	ABANDON 8" UTILITY PIPE	939 LF	26.00	24,414.00
0109	5815500000-N	1530	REMOVE FIRE HYDRANT	1 EA	5,600.00	5,600.00
0110	5816000000-N	1530	ABANDON UTILITY MANHOLE	2 EA	5,400.00	10,800.00
0111	6000000000-E	1605	TEMPORARY SILT FENCE	4,870 LF	3.00	14,610.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0112	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	270 TON	81.00	21,870.00
0113	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	480 TON	85.50	41,040.00
0114	6012000000-E	1610	SEDIMENT CONTROL STONE	590 TON	91.00	53,690.00
0115	6015000000-E	1615	TEMPORARY MULCHING	12.6 ACR	2,100.00	26,460.00
0116	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	800 LB	2.25	1,800.00
0117	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	5 TON	1,200.00	6,000.00
0118	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF	67.50	13,500.00
0119	6029000000-E	SP	SAFETY FENCE	180 LF	2.25	405.00
0120	6030000000-E	1630	SILT EXCAVATION	1,390 CY	18.50	25,715.00
0121	6036000000-E	1631	MATTING FOR EROSION CONTROL	11,570 SY	2.00	23,140.00
0122	6037000000-E	1629	COIR FIBER MAT	10 SY	13.75	137.50
0123	6042000000-E	1632	1/4" HARDWARE CLOTH	1,510 LF	4.25	6,417.50
0124	6043000000-E	1644	LOW PERMEABILITY GEOTEXTILE	100 SY	15.50	1,550.00
0125	6071002000-E	1642	FLOCCULANT	105 LB	27.00	2,835.00
0126	6071012000-E	1642	COIR FIBER WATTLE	580 LF	9.75	5,655.00
0127	6071030000-E	1640	COIR FIBER BAFFLE	225 LF	6.50	1,462.50
0128	6071050000-E	1644	*** SKIMMER (1-1/2")	1 EA	1,500.00	1,500.00
0129	6084000000-E	1660	SEEDING & MULCHING	12.6 ACR	3,300.00	41,580.00
0130	6087000000-E	1660	MOWING	6.3 ACR	285.00	1,795.50
0131	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB	6.75	675.00
0132	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	2,000.00	500.00
0133	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	250 LB	5.75	1,437.50
0134	6108000000-E	1665	FERTILIZER TOPDRESSING	7.25 TON	1,300.00	9,425.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0135	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	216.00	2,160.00
0136	6114800000-N	SP	MANUAL LITTER REMOVAL	4 MHR	50.50	202.00
0137	6114900000-E	SP	LITTER DISPOSAL	1 TON	332.00	332.00
0138	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	13 EA	114.00	1,482.00
0139	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	3 EA	479.00	1,437.00
0140	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT	60 EA	234.00	14,040.00
0141	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 1	20 EA	101.00	2,020.00
0142	6141000000-E	SP	GENERIC EROSION CONTROL ITEM PERMANENT SOIL REINFORCEMENT MAT, TYPE 3	55 SY	8.00	440.00
0143	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	8 EA	1,300.00	10,400.00
0144	7060000000-E	1705	SIGNAL CABLE	4,125 LF	4.25	17,531.25
0145	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	12 EA	1,400.00	16,800.00
0146	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4 EA	1,600.00	6,400.00
0147	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1 EA	1,900.00	1,900.00
0148	7264000000-E	1710	MESSENGER CABLE (3/8")	650 LF	4.25	2,762.50
0149	7300000000-E	1715	UNPAVED TRENCHING (*****) (1, 2")	650 LF	21.50	13,975.00
0150	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	9 EA	780.00	7,020.00
0151	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	2,540 LF	10.75	27,305.00
0152	7456100000-E	1726	LEAD-IN CABLE (14-2)	7,500 LF	3.03	22,725.00
0153	7576000000-N	SP	METAL STRAIN SIGNAL POLE	4 EA	18,600.00	74,400.00
0154	7613000000-N	SP	SOIL TEST	4 EA	4,600.00	18,400.00
0155	7614100000-E	SP	DRILLED PIER FOUNDATION	24 CY	2,300.00	55,200.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0156	7636000000-N	1745	SIGN FOR SIGNALS	9 EA	540.00	4,860.00
0157	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	8 EA	5,800.00	46,400.00
0158	7980000000-N	SP	GENERIC SIGNAL ITEM DIGITAL CCTV CAMERA ASSEMBLY	1 EA	14,700.00	14,700.00
***** BEGIN SCHEDULE AA***** ***** ( 5 ALTERNATES ) *****						
0159 AA1	4894900000-E	SP	GENERIC PAVEMENT MARKING ITEM 10' INLAID PAVEMENT MARKINGS	338 EA		
*** OR ***						
0160 AA2	4894900000-E	SP	GENERIC PAVEMENT MARKING ITEM 10' RUMBLE SKIPS	338 EA		
*** OR ***						
0161 AA3	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM INLAID CRADLE MARKERS	338 EA		
*** OR ***						
0162 AA4	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM INLAID RAISED PAVEMENT MARKERS	338 EA		
*** OR ***						
0163 AA5	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM POLYCARBONATE H-SHAPED MARKERS	338 EA		21,801.00
*** END SCHEDULE AA***						
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$6,385,000.00





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

**CORPORATION**

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

By submitting this Execution of Contract, non-collusion, debarment and gift ban 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**

Branch Civil, Inc.

Full name of Corporation

P.O. Box 40004, Roanoke, VA 24022

Address as prequalified

Attest   
Signature of Secretary, Assistant Secretary  
Select appropriate title

Jeffrey Bourne

Print or type Signer's name

By   
Signature of President, Vice President, Assistant Vice President  
Select appropriate title

Michael Colbert

Print or type Signer's name



## DEBARMENT CERTIFICATION

Conditions for certification:

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

### DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

**Contract No.**     **C204968**

**County (ies):**     **Wake**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

Signed by:

*Ronald E. Davenport, Jr.*

52C46046381F443...

Contract Officer

12/16/2024

Date

Execution of Contract and Bonds  
Approved as to Form:

Signed by:

*Jessica Price*

Attorney General

B584472DA33F432...

12/16/2024

Date

Contract No. **C204968**  
County Wake

Rev. 10-31-24

Bond Numbers:  
Hartford Fire Insurance Company, 44BCSJG0466  
Berkshire Hathaway Specialty Insurance Company,  
47-SUR-300171-01-0087

### CONTRACT PAYMENT BOND

Date of Payment Bond Execution December 10, 2024

Name of Principal Contractor Branch Civil, Inc., 3635 Peters Creek Road, Roanoke, VA 24019  
Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155 - 0001

Name of Surety: Berkshire Hathaway Specialty Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102

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

Amount of Bond: Six Million Three Hundred Eighty-Five Thousand Dollars and 00/100 (\$6,385,000.00)

Contract ID No.: C204968

County Name: Wake

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

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

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

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

Contract No.  
County

C204968

Wake

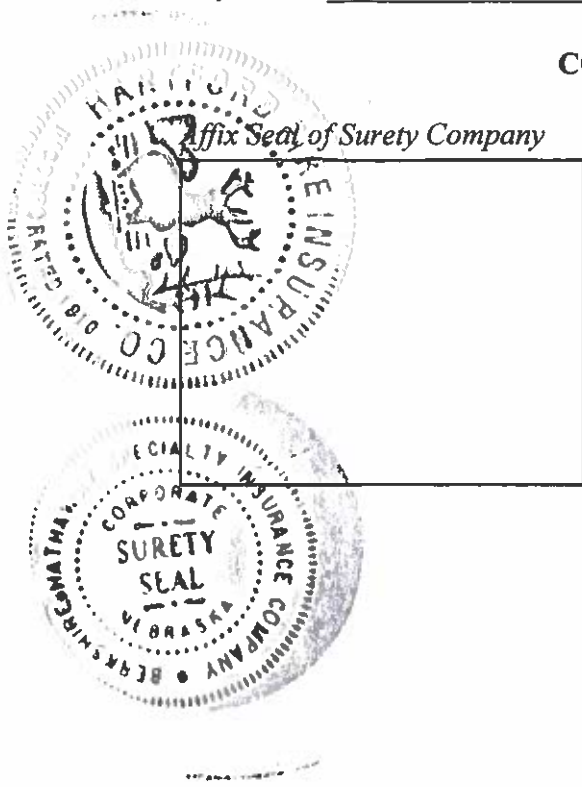
Rev. 10-31-24

**CONTRACT PAYMENT BOND**

Hartford Fire Insurance Company (NAIC #19682)

Berkshire Hathaway Specialty Insurance Company (NAIC #22276)

Print or type Surety Company Name      NAIC #



By Ryan Gray, Attorney-in-Fact

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

Signature of Attorney-in-Fact

Signature of Witness

Ursula Jakubiak, Witness to Surety

Print or type Signer's name

100 South Jefferson Road, Suite 101, Whippany, NJ 07981

Address of Attorney-in-Fact

Contract No.  
County

C204968  
Wake

Rev. 10-31-24

**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Branch Civil, Inc.

Full name of Corporation

3635 Peter's Creek Rd, Roanoke, VA 24019

Address as prequalified

By



Signature of President, Vice President, Assistant Vice President  
*Select appropriate title*



*Affix Corporate Seal*

Michael Colbert

Print or type Signer's name

Attest



Signature of Secretary Assistant Secretary  
*Select appropriate title*

Jeffrey Bourne

Print or type Signer's name

Contract No.  
County

**C204968**

Wake

Rev. 10-31-24

Bond Numbers:  
Hartford Fire Insurance Company, 44BCSJG0466  
Berkshire Hathaway Specialty Insurance Company,  
47-SUR-300171-01-0087

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: December 10, 2024

Name of Principal Contractor: Branch Civil, Inc., 3635 Peters Creek Road, Roanoke, VA 24019  
Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155 - 0001

Name of Surety: Berkshire Hathaway Specialty Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68101

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

Amount of Bond: Six Million Three Hundred Eighty-Five Thousand Dollars and 00/100 (\$6,385,000.00)

Contract ID No.: C204968

County Name: Wake

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

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

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

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



Contract No.  
County

**C204968**

Wake

Rev. 10-31-24

**CONTRACT PERFORMANCE BOND**

Hartford Fire Insurance Company (NAIC #19682)

Berkshire Hathaway Specialty Insurance Company (NAIC #22276)

Print or type Surety Company Name      NAIC #



Affix Seal of Surety Company



By Ryan Gray, Attorney-in-Fact

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

Signature of Attorney-in-Fact

Signature of Witness

Ursula Jakubiak, Witness to Surety

Print or type Signer's name

100 South Jefferson Road, Suite 101, Whippany, NJ 07981

Address of Attorney-in-Fact

Contract No.  
County

**C204986**

Wake

Rev. 10-31-24

**CONTRACT PERFORMANCE BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Branch Civil, Inc.

Full name of Corporation

3635 Peter's Creek Rd, Roanoke, VA 24019

Address as prequalified

By

  
Signature of President, Vice President, Assistant Vice President  
Select appropriate title



Affix Corporate Seal

Michael Colbert  
Print or type Signer's name

Attest

  
Signature of Secretary, Assistant Secretary  
Select appropriate title

Jeffrey Bourne  
Print or type Signer's name

# POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:  
**THE HARTFORD BOND, T-14**  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: AMERICAN GLOBAL LLC  
Agency Code: 36-215890

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Andrea E. Gorbert, Mariya Leonidov, Dania Baker of Jericho NY, Ryan Gray, Jaclyn Maffey, Marisol Mojica, Andreah Moran, Krystal L. Stravato, Kevin T. Walsh, Jr. of Whippany NJ, Nick Bokios of Schaumburg IL, Ricardo Davila, William Griffin, Michael Marino, Torre Taylor their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Phyllis A. Clark*

Phyllis A. Clark, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

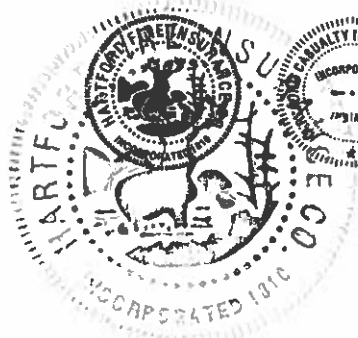


*Mariluz Arce*

Mariluz Arce  
My Commission HH 287363  
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 10, 2024.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Ryan Gray, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Jaclyn Maffey, Andreah Moran, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

[Signature of David Fields]

By:

By:

David Fields, Executive Vice President

David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of John C. Skinner]
Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this December 10, 2024.



[Signature of Ralph Tortorella]

Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at kramer.parter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhspecialty.com, via fax to (617) 507-8259, or via mail.