

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

PROPOSAL

DATE AND TIME OF BID OPENING: **Apr 21, 2026 AT 02:00 PM**

CONTRACT ID C204857
WBS 44850.3.5

FEDERAL-AID NO. HSIP-1700(22)
COUNTY JOHNSTON
T.I.P NO. W-5704E
MILES 1.490
ROUTE NO. SR-1700
LOCATION SR-1700 (COVERED BRIDGE RD) FROM WEST OF SR-2685 (HELENA LN)
TO EAST OF SR-1003 (BUFFALO 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

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C204857 IN JOHNSTON 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. **C204857** 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. **C204857** in **Johnston 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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03/19/2026

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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.

BUILD AMERICA, BUY AMERICA (BABA):

(11-15-22)(Rev. 4-21-26)

106

SP1 G05 B

Revise the *Standard Specifications* as follows:

Page 1-47 and 1-48, Article 106-1 GENERAL REQUIREMENTS, lines 30-47 and 1-49, delete and replace Article 106-1 with the following:

106-1 MATERIALS AND MANUFACTURING**(A) General Requirements**

The Contractor shall furnish materials that conform to all contract requirements, are suitable for their intended use, and are free from defects. All materials used in the work shall meet the requirements of the contract and shall be subject to inspection, test, or rejection by the Engineer. All materials permanently incorporated into the completed work shall be new, unless otherwise specified in the contract or as approved by the Engineer.

The Contractor is responsible for selecting, procuring, and delivering materials of the types and quantities necessary to perform the work and meet contract requirements. Delays in material delivery or quality control do not relieve the Contractor of obligations for schedule or quality.

All materials incorporated into the work shall be approved before use. Approval is based on testing, certification, or both, as required by the contract. Department review or acceptance does not relieve the Contractor of responsibility for material compliance. The Department may inspect, sample, and test materials at any time before, during, or after installation.

Materials shall be handled, stored, and protected to prevent damage, contamination, or deterioration. Materials determined to be defective, damaged, contaminated, or otherwise not in compliance shall be rejected and promptly removed from the project.

To facilitate inspection and testing, the Contractor shall furnish a complete statement of origin for all materials, including certifications or samples when requested. This information

shall be submitted to the Materials and Tests Unit when required by the contract or as directed by the Engineer, in advance of fabrication, shipment, or use to allow for appropriate inspection.

The Contractor shall furnish Safety Data Sheets (SDS) for all paints and hazardous chemicals proposed for use on the project, in accordance with the North Carolina Hazard Communication Standard, 29 CFR 1910.1200 and NCGS § 95-174.

The Contractor shall provide access, equipment, means and assistance for the verification and calibration of any devices used in testing, measurement, or documentation of materials.

If the Contractor proposes to use materials from local deposits not identified in the contract, the Contractor shall be responsible for preliminary sampling, source approval, and production of acceptable material. Preliminary samples shall be furnished at no cost to the Department. If requested in writing, the Department may perform sampling, with costs to be charged to the Contractor as determined by the Engineer.

Sampling or testing by the Department does not constitute pre-approval or acceptance of material. The Contractor remains responsible for ensuring quality and uniformity of all materials produced or delivered, including those from local deposits. The Contractor shall indemnify and hold harmless the Department from any claims, costs, or damages related to the development or use of such sources, including, but not limited to, failure to meet quantity or quality requirements.

Materials covered by Subarticles 106-1(B) and 106-1(C) shall comply with applicable domestic content requirements, including those for iron and steel, construction materials, and manufactured products.

(B) Domestic Material Requirements

Domestic material requirements apply to iron and steel products permanently incorporated into any project in accordance with 23 U.S.C. § 313, 23 CFR 635.410, and NCGS § 136-28.7. Construction materials and manufactured products permanently incorporated into the work are subject to domestic-content requirements only on Federal-aid projects, in accordance with 23 U.S.C. § 313, Build America Buy America Act (IIJA § 70914), 2 CFR 184, and as implemented for the Federal-aid highway program through 23 CFR Part 635.410.

All iron or steel products, construction materials, and manufactured products subject to domestic content requirements shall be of domestic origin and meet the applicable requirements of the contract based on the project's funding source.

Before any materials are delivered to the project, the Contractor shall submit a notarized letter acknowledging their understanding of the domestic material requirements for the specific contract. This acknowledgment is a contract-level affirmation that the Contractor is responsible for ensuring that no iron or steel product, construction material, or manufactured product subject to domestic content requirements is permanently incorporated into the work without the required certification. This acknowledgment does not substitute for product-level certifications from the manufacturer or supplier. The Department reserves the right to deny or recover payment for any material incorporated into the work without valid documentation.

For iron and steel, all manufacturing processes must occur in the United States.

For construction materials, all manufacturing processes must occur in the United States.

For manufactured products, final assembly must occur in the United States.

Before any iron or steel product, construction material, or manufactured product subject to domestic content requirements is eligible for payment, the Contractor shall submit a certification from the manufacturer or supplier confirming compliance with the applicable regulations. A separate certification is required for each shipment or delivery and must clearly identify the items covered, linked to the associated bill of lading, invoice, or packing list.

The Contractor shall ensure that all required certifications from the manufacturer or supplier are obtained and submitted to the Engineer prior to payment for any iron or steel product, construction material, or manufactured product subject to domestic content requirements. The Engineer will retain documentation in accordance with Department procedures. Compliance with domestic material requirements is the responsibility of the Contractor, based on certifications and documentation provided by the manufacturer or supplier.

(C) Material Category Requirements

(1) Iron and Steel Products

Items are considered iron or steel products if they consist wholly or predominantly of iron or steel. Predominantly means the cost of iron or steel components exceeds 50% of the total cost of all product components.

All steel and iron products that are permanently incorporated into the work shall be produced in the United States. This includes any such item that is melted, cast, rolled, formed, shaped, drawn, extruded, forged, fabricated, finished or otherwise processed in the manufacture of the product. Coatings applied to iron and steel products shall also be applied in the United States.

A minimal amount of foreign iron or steel products may be permitted provided the total value of such foreign material, as delivered to the project, does not exceed 0.1% of the total contract cost or \$2,500, whichever is greater. Documentation establishing the value of the foreign material shall be submitted when requested. This allowance is intended only for incidental quantities that may arise despite good-faith compliance efforts and may not be used to intentionally procure foreign iron or steel.

Domestically produced high-strength fasteners are required, and foreign-produced high-strength fasteners are not permitted under any circumstance.

Raw materials such as pig iron, processed pelletized iron ore, and reduced iron ore may be sourced internationally; however, all manufacturing processes to produce the final product, including coatings, must occur within the United States.

(2) Construction Materials

Construction materials shall consist of a single, listed material type permanently incorporated into the work as defined in 2 CFR 184.3. The following are classified as construction materials:

- (a) Non-ferrous metals (such as aluminum, copper, and zinc);
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optical glass);
- (d) Fiber optic cable (including drop cable);
- (e) Optical fiber;
- (f) Lumber;
- (g) Engineered wood;
- (h) Drywall

For construction materials, all manufacturing processes must occur in the United States. If a construction material is combined with other materials, components, or features to form a product with new properties or functions, it shall be classified as a manufactured product.

Minor additions such as binding agents, dyes, or adhesives that do not materially alter the item's properties do not affect classification.

(3) Manufactured Products

Manufactured products are articles, materials, or supplies that are made by combining one or more materials to create a product with new or different properties, functions, or uses. This includes items that incorporate multiple components, materials, or assemblies and cannot be classified as a single listed construction material.

Final assembly of all manufactured products must occur in the United States. Certification must address the product as a whole, including all incorporated components.

Items that meet the definition of construction materials or iron and steel products shall not be reclassified as manufactured products.

(4) Materials Not Subject to Domestic Content Requirements

The following materials are not subject to domestic content requirements and do not require certification, as identified below:

(a) Materials Excluded by Federal Statute or Regulation

The following materials are excluded from domestic content requirements under applicable Federal law or regulation:

- (i) Cement and cementitious materials
- (ii) Aggregates such as stone, sand, or gravel
- (iii) Aggregate binding agents or additives

(b) Materials Not Permanently Incorporated into the Work

Materials that are not permanently incorporated into the completed project are not subject to domestic content requirements. Materials are not permanently incorporated when they are used solely to facilitate construction activities and do not perform an ongoing structural, operational, or functional role after construction is complete. Determinations regarding whether a material is permanently incorporated will be made by the Engineer.

(D) Classification and Clarification of Materials

All items subject to domestic content requirements shall be classified as either an iron or steel product, construction material, manufactured product, or a material not subject to domestic content requirements based on their final form as delivered to the project site. Each item may be classified into only one category and shall not be reclassified to avoid more stringent requirements. Classification of a manufactured product does not relieve the Contractor of compliance with iron and steel domestic manufacturing requirements applicable to embedded iron or steel components when required by Federal law or regulation. When an item's classification is uncertain or does not clearly fall within the listed categories, the Contractor shall submit the item for review by the Engineer. Approval must be obtained prior to procurement or incorporation into the project.

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

108

SP1 G08 C

The date of availability for this contract is **September 1, 2026**.

The completion date for this contract is **December 27, 2028**.

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 **September 1, 2026**.

The completion date for this intermediate contract time is **June 30, 2028**.

The liquidated damages for this intermediate contract time are **Two Thousand Four Hundred Dollars (\$ 2,400.00)** 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 **Any Road** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday to Friday, 6:00 A.M. to 9:00 A.M. and 4:00 P.M. to 7:00 P.M.

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

4. For **Memorial Day**, between the hours of **6:00 A.M.** Friday and **7:00 P.M.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 A.M.** the day before Independence Day and **7:00 P.M.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 A.M.** the Thursday before Independence Day and **7:00 P.M.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 A.M.** Friday and **7:00 P.M.** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 A.M.** Tuesday and **7:00 P.M.** Monday.
8. For **Christmas**, between the hours of **6:00 A.M.** the Friday before the week of Christmas Day and **7:00 P.M.** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 L

The Contractor shall complete the work required of **Phase I, Step #2** as shown on Sheet **TMP-3** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **September 1, 2026**.

The completion date for this intermediate contract time is **October 30, 2026**.

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per calendar day.

PERMANENT VEGETATION ESTABLISHMENT:

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

104

SP1 G16

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

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

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

MAJOR CONTRACT ITEMS:

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

104

SP1 G28

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

Line #	Description
33	Asphalt Conc Base Course, Type B25.0C
34	Asphalt Conc Intermediate Course, Type I19.0C
100	12" Water Line
101	16" Water Line

SPECIALTY ITEMS:

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

108-6

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

Line #	Description
60-63	Guardrail
67-71	Signing
83-87	Long-Life Pavement Markings
88	Removable Tape
97	Permanent Pavement Markers
98-126	Utility Construction
127-157	Erosion Control
158-185	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 \$ **2.6007** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class _____	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

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

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

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

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

STEEL PRICE ADJUSTMENT:

(4-19-22)(Rev. 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 **\$ 48.00** per hundredweight.
 The bidding index for Category 2 Steel items is **\$ 55.81** per hundredweight.
 The bidding index for Category 3 Steel items is **\$ 75.00** per hundredweight.
 The bidding index for Category 4 Steel items is **\$ 50.26** per hundredweight.
 The bidding index for Category 5 Steel items is **\$ 57.44** per hundredweight.
 The bidding index for Category 6 Steel items is **\$ 66.87** per hundredweight.
 The bidding index for Category 7 Steel items is **\$ 50.10** per hundredweight.

The bidding index represents a selling price of steel based on Fastmarkets data for the month of **February 2026**.

- 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	Based on one or more	Material Received Date**	4

Piles	Fastmarkets indices		
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

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

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

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

Printed Name

Signature

Examples Form SPA-2
Steel Price Adjustment Submission Form

Contract Number C203394 Bid Reference Month January 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)

Project bid on December 18, 2018

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

Price Adjustment Sample Calculation (increase)

Project bid on July 16, 2020

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08)(Rev. 6-17-25)

108-2

SP1 G58

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

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2027	(7/01/26 - 6/30/27)	56% of Total Amount Bid
2028	(7/01/27 - 6/30/28)	44% 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.

DISADVANTAGED BUSINESS ENTERPRISE:

(10-16-07)(Rev. 10-21-25)

102-15(J)

SP1 G61

Description

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

Definitions

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

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

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

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

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

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

Manufacturer - A firm that 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.

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) DBE firm.

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

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

Forms and Websites Referenced in this Provision

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

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

RF-1 DBE Replacement Request Form - Form for replacing a committed DBE.
<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 DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the 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 DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

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

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

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

DBE 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>

DBE Goal

There is NO goal for participation by Disadvantaged Business Enterprises for this contract.

Directory of Transportation Firms (Directory)

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

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of the electronic submittal file.

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

(B) Paper Bids

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

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

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

DBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 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 DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 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.

Submission of Good Faith Effort

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

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 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 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 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 DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

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

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

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

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

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

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

Non-Good Faith Appeal

The State 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 DBE Participation Toward Meeting DBE Goal

- (A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Manufacturer, Regular Dealer, Distributor

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

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

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer, 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. The State Contractor Utilization Engineer will make a preliminary assessment as to whether a DBE 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) DBE Utilization

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

(B) DBE Utilization in Trucking

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

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

DBE Replacement

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE 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 DBE subcontractor, a non-DBE 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 DBE subcontractor, with a copy to the Engineer of its intent to request to terminate a DBE subcontractor or any portion of its work, and the reason for the request. The Contractor must give the DBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the DBE subcontractor objects to the intended termination/substitution, the DBE, 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 DBE subcontractor.

A committed DBE 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 DBE 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 DBE was engaged, or so that the Contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed DBE subcontractor fails or refuses to execute a written contract;
- (b) The listed DBE 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 DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed DBE 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 DBE subcontractor is not a responsible contractor;
- (g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
- (j) Other documented good cause that compels the termination of the DBE subcontractor.

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

(A) Performance Related Replacement

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

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

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

- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement but not the overall goal.
 - (i) If the DBE'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 DBE's ineligibility is caused solely by its acquisition by or merger with a non-DBE 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 DBE that was later decertified.
 - (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Disadvantaged Business Enterprise Participation

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

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

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

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

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

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

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)(Rev. 3-17-26)

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, NC GS 15A-300, American Security Drone Act of 2023 (ASDA), Office of Management and Budget (OMB) Memorandum M-26-02, all FAA rules, regulations and policies and all NCDOT UAS Policies. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, as well as operating a UAS registered with the FAA.

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.

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

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

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

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

SUBSURFACE INFORMATION:

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

450

SP1 G112 A

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

REMOVABLE PAVEMENT MARKINGS - (Partial Payments for Materials):

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

1205-10

SP1 G124

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

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

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

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the *Standard Specifications* as follows:

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

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

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

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

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

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

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.

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.

NOTES TO CONTRACTOR:

(8-19-25)

SP1 G999B

If dead bats are observed during clearing, demolition, or any construction related activities, the contractor shall immediately notify the Engineer, who will then inform the Division Environmental Officer (DEO). The DEO will collect and preserve the bats for identification. If the DEO suspects dead bats of being NLEB or TCB, such bats will be placed in a freezer until coordination can be made with the USFWS Raleigh Field Office to arrange transfer.

No staging of equipment or any other impacts shall be permitted on the J.O Barnes Store and House property.

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.

LUMP SUM GRADING:

(8-17-10)(Rev. 1-16-24)

226

SP2 R16

Lump sum grading shall be performed in accordance with Section 226 Comprehensive Grading of the *Standard Specifications* except as follows:

Delete all references to **Section 225 Unclassified Excavation (Item 0022)**.

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:

Item	Section
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 **\$ 542.50** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **March 1, 2026**.

DELETION OF FINAL SURFACE TESTING REQUIREMENTS:

(1-20-25)

610

SP6 R045A

Revise the *Standard Specifications* as follows:

Pages 6-24 to 6-30, Article 610-13 FINAL SURFACE TESTING AND ACCEPTANCE, delete Article 610-13 in its entirety.

MODIFIED CONCRETE FLUME WITH CONCRETE OUTLET:

(3-19-96)(Rev. 1-16-24)

825

SP8 R10

At locations shown in the plans, construct concrete flumes, concrete curb, and apron in accordance with the details in the plans. Use materials meeting the requirements of Section 825 of the *Standard Specifications* except that the concrete must be Class B or of higher compressive strength.

Each concrete flume, concrete curb, and apron completed and accepted will be paid at the contract unit price per each for *Modified Concrete Flume*. Such price and payment will be full compensation for all materials, labor, equipment, tools, removing and disposing of the temporary slope drains, and any other incidentals necessary to complete the work satisfactorily.

The concrete curb and ditch outside the pay limits of the apron will be measured and paid in accordance with Section 846 and 850 of the *Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Modified Concrete Flume	Each

DETECTABLE WARNING SURFACE AT CURB RAMPS:

(8-19-25)

848

SP8 R52A

Description

Install detectable warning surface at curb ramps as shown in the plans or as directed by the Engineer, in accordance with Section 848 of the *Standard Specifications* and this special provision.

Materials

Detectable warning surface materials shall consist of raised truncated domes found on the NCDOT APL, meet the requirements of Article 848-2 of the *Standard Specifications* and be capable of being affixed to or anchored in the concrete sidewalk, including green concrete defined as concrete that has set but not appreciably hardened, cured concrete, or asphalt pavement. Surface applied such as glued or stick down applications are prohibited for permanent installations unless approved by the Engineer.

The detectable warning surface shall be uniform in color and texture, be free of cracks or other defects. The color shall be an approximate visual match to the color specified in the contract or as approved by the Engineer.

Construction Methods

Install all detectable warning surface in accordance with the manufacturer's recommendations, Article 848-3 of the *Standard Specifications* and as approved by the Engineer. Ensure the surface is free of debris and irregularities prior to placing the detectable warning on the surface. Place in fresh concrete, before the concrete has reached initial set, or on a hardened cement

concrete surface or asphalt pavement surface. Secure permanent installations with mechanical fasteners. No cutting of the coated colored truncated domes is allowed. Embossing or stamping the wet concrete to achieve the truncated dome pattern or using a mold into which a catalyst-hardened material is applied is not allowed. Detectable warning surfaces shall be 24 inches in the direction of travel and extend the full width of the flush surface. The detectable warning surface shall show no appreciable fading, lifting or shrinkage and fit contours, breaks and faults of concrete and asphalt surfaces and show no significant tearing, rollback, lifting or other signs of poor adhesion.

Remove and replace any damaged or misaligned detectable warning surfaces and repair any damage to adjacent facilities prior to final acceptance at no cost to the Department. The finished installation shall meet all applicable ADA and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements for placement, orientation, surface condition, and visual contrast.

Measurement and Payment

The detectable warning surface at curb ramps are incidental to *Concrete Curb Ramps, Retrofit Existing Curb Ramps, and/or Remove and Replace Curb Ramps* in accordance with Article 848-4 of the *Standard Specifications*.

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

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

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-6 of the *Standard Specifications*.

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

ELECTRONIC TICKETING SYSTEM:

(7-16-24)(Rev. 12-17-24)

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
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 Certification Number
Ticket Number
Hauling Firm (optional)
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.

TIMBER AND LUMBER:

(4-21-26)

235, 866, 1046, 1050, 1082, 1084, 1089, 1540

SP10 R82

Page 2-23, Article 235-2 MATERIALS, line 26, add the following as the third sentence of the fourth paragraph.

Use pressure treated wood bases meeting the requirements of Section 1082.

Page 8-45, Article 866-2 MATERIALS, line 26, replace “1076-7” with “1050-8”.

Page 10-73, Subarticle 1046-3(C) Treated Timber Posts, line 8, replace “treated southern pine” with “pressure treated southern pine”.

Page 10-76, Subarticle 1050-2(A) General, line 3, replace “Use treated southern pine meeting Articles 1082-2 and 1082-3” with “Use pressure treated southern pine meeting Articles 1082-2 and 1082-3”.

Page 10-76, Subarticle 1050-2(A) General, lines 15-16, replace “All round posts” with “All round wood posts and braces”.

Page 10-76, Subarticle 1050-2(A) General, lines 19-20, delete the last sentence of the third paragraph and replace with the following:

The pieces shall show at least 3 annual rings per inch and shall be at least 30% summerwood. All timber and lumber shall conform to the material characteristics detailed in the Southern Pine Inspection Bureau (SPIB) grading rules for the designated grade and may bear the mark of an American Lumber Standards Committee (ALSC) accredited agency.

Page 10-177, Article 1082-1 GENERAL, lines 32-33, delete the first sentence of the first paragraph and replace with the following:

Use southern pine timber and lumber graded in accordance with the current grading rules of the SPIB and manufactured by a Department pre-approved producer/supplier. All timber and lumber shall conform to the material characteristics detailed in the SPIB grading rules for No. 1 Dense or Select Structural (Sel Str.) and bear the mark of an ALSC-accredited agency.

Page 10-177 and 10-178, Article 1082-1 GENERAL, lines 38-42 and line 1, delete the second through fourth sentence of the second paragraph and replace with the following:

Use approved inspection companies listed on the Department’s pre-approved producer/suppliers list. The inspection agency must perform inspections of preservative treated materials in accordance with AWP Standard M2. Each item shall bear the brand, hammer mark, ink stamp or tag of the inspection agency to indicate it has been inspected. In lieu of commercial

inspection, materials in Section 1082 manufactured by a facility that is audited by an ALSC-accredited agency and bearing the quality mark of that agency shall be acceptable for use. In addition, the Supplier must furnish Type 4 – Certified Test Reports and Type 6 – Supplier’s Certifications in accordance with Article 106-3. Type 6 – Supplier’s Certifications are required for each producer/supplier to include any chain of custody changes from the mill to the Department.

Page 10-178, Article 1082-2 UNTREATED TIMBER AND LUMBER, line 7, replace “Dense” with “Grade No. 1 Dense MC19”.

Page 10-178, Subarticle 1082-3(A) General, line 13, replace “lumber” with “timber and lumber” and replace “will not” with “with”.

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, lines 22 and 24, replace “Grade No. 1 Dense” with “Grade No. 1 Dense or Select Structural (Sel Str.)”.

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, lines 24-27, delete the third and fourth sentence of the first paragraph and replace with the following:

Timbers for bridges or fender systems that are 5 inches and thicker along the least dimension shall conform to Grade No. 1 Dense or Select Structural (Sel Str.).

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, line 28, delete and replace the second paragraph with the following:

Timber for piles shall be southern pine and meet the requirements of ASTM D25.

Page 10-178, Subarticle 1082-3(C) Guardrail Posts, Blockouts and related components, lines 33-34, replace “Southern Pine, conforming to Grade No. 1. Rough lumber will be acceptable.” with “southern pine, conforming to Grade No. 1 Dense.”.

Page 10-178, Subarticle 1082-3(D) Fence Posts and Braces, lines 37-39, delete the first paragraph and replace with the following:

Sawn fence posts and braces shall be southern pine, S4S, and conform to Grade No. 1 Dense.

Page 10-178, Subarticle 1082-3(E) Sign Posts and Battens, lines 42-44, delete the first and second sentence of the first paragraph and replace with the following:

Lumber or timbers for sign posts shall conform to Structural Light Framing, Grade No. 1 Dense.

Page 10-178, Subarticle 1082-3(E) Sign Posts and Battens, line 46, delete the first sentence of the second paragraph.

Page 10-179, Subarticle 1082-3(F) Poles, lines 2-3, delete the first sentence of the first paragraph and replace with the following:

Timber for poles shall be either treated southern pine or coastal douglas-fir and meet the requirements of ANSI O5.1.

Page 10-179, Subarticle 1082-4(A) General, line 8, replace “AASHTO M 133 or AWP Standards” with “AASHTO M 133 and AWP Standards”.

Page 10-179, Subarticle 1082-4(A) General, lines 14-15, delete the third paragraph.

Page 10-179, Subarticle 1082-4(A) General, line 19, replace “”areas include” with “areas including, but not limited to,”.

Page 10-179, Subarticle 1082-4(B) Timber Preservatives, line 24, replace “AASHTO M 133 or AWP Standards U1” with “AASHTO M 133 and AWP Standards U1”.

Page 10-179, Subarticle 1082-4(C) Bridges, Fender Systems and Piles, lines 27-28, replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

Page 10-179, Subarticle 1082-4(D) Guardrail Posts, Blockouts and Related Components, lines 32-33, replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

Page 10-179, Subarticle 1082-4(E) Fence Posts and Braces, lines 36 and 38, replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

Page 10-179, Subarticle 1082-4(E) Fence Posts and Braces, line 39, replace “except require retention of preservative as below” with “Commodity Specification B. Posts, UC4A”.

Page 10-180, Subarticle 1082-4(F) Sign Posts and Battens, line 2, replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

Page 10-180, Subarticle 1082-4(G) Poles, line 9, replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

Page 10-180, Subarticle 1084-1(A) Treated Timber Pile, line 16-17, delete and replace the first paragraph with the following:

Treated timber piles shall meet the requirements of Section 1082.

Page 10-195, Subarticle 1089-2(A)(1) Work Zone Signs (Stationary), line 44, add the following sentence to the second paragraph:

Pressure treat wood posts in accordance with Section 1082.

Page 15-18, Article 1540-2 MATERIALS, line 8, replace “1082-3” with “1082”.

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:

TABLE 1087-2		
GLASS BEAD GRADATION REQUIREMENTS		
Sieve Size	Gradation Requirements	
	Minimum	Maximum
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%

WORK ZONE INSTALLER:

(7-20-21)(Rev. 4-21-26)

1101

SP11 R04

Page 11-4, Article 1101-14 WORK ZONE INSTALLER, lines 25-26, delete the first sentence of the first paragraph and replace with the following:

When temporary traffic control consists of more than flagging operations, the Contractor shall provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way.

CONES:

(3-19-24)

1135

SP11 R35

Revise the *Standard Specifications* as follows:

Page 11-11, Article 1135-3 CONSTRUCTION METHODS, lines 19-20, delete the third sentence of the first paragraph, “Do not use cones in the upstream taper of lane or shoulder closures for multi-lane roadways.”.

FLAGGERS:

(12-17-24)(Rev. 12-23-25)

1150

SP11 R50

Revise Section 1150 of the *Standard Specification* as follows:

Page 11-13, Article 1150-1, DESCRIPTION, add the following after line 31:

Alternatively, at the discretion of the Contractor, the Contractor may furnish, install, place in operation, repair, maintain, relocate, and remove remotely controlled Automated Flagging Assistance Devices (AFAD) or Temporary Portable Traffic Signal units (PTS units) to assist, supplement, or replace human flaggers for one-lane, two-way traffic maintenance during construction in accordance with this provision and the *Standard Specifications*.

For the purpose of this provision, an "approach" refers to a single lane of traffic moving in one direction toward a point of control or work zone. Flaggers, AFAD and PTS units are only used to control one lane of approaching traffic in a specific direction.

Page 11-13, Article 1150-2, MATERIALS, add the following after line 34:

Provide documentation to the Engineer that the AFAD or PTS units meets or exceeds the requirements of this special provision and is on the NCDOT APL or ITS and Signals QPL.

(A) Automated Flagging Assistance Devices (AFAD)

(1) AFAD General

Cover the automated gate arm with Department approved Type VII, VIII or IX retroreflective sheeting of vertical alternating red and white stripes at 16 inch intervals measured horizontally. When the gate arm is in the down position the minimum vertical aspect of the arm and sheeting shall be 4 inches. The retroreflectorized sheeting shall be on both sides of the gate arm. With the AFAD parked or positioned 2 feet outside or in a location deemed acceptable for the lane being controlled, the gate arm shall reach at least to the center of the lane but shall not exceed the width of the lane being controlled.

Design the system to be fail-safe. Provide a conflict monitor, malfunction monitoring unit, or similar device that monitors for malfunctions and prevents the display of conflicting indications. This system shall be electronic and operated by remote control.

(2) AFAD Type I System: RED/YELLOW

Provide a Red/Yellow AFAD with at least one set of CIRCULAR RED and CIRCULAR YELLOW lenses in a vertical configuration that are 12 inches in diameter. The bottom of the housing (including brackets) shall be at least 7 feet (2.1 meters) above the pavement.

This system is required to have yellow 12 inch aluminum or polycarbonate vehicle signal heads with 10 inch tunnel visors, backplates, and Light Emitting Diode (LED) modules. Provide signal heads, backplates, and LED modules listed on the ITS and Signals QPL available on the Department's website.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the steady CIRCULAR RED lens is illuminated and then ascends to an upright position when the flashing CIRCULAR YELLOW lens is illuminated. The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the steady CIRCULAR RED lens is illuminated.

To stop traffic, the AFAD shall transition from the flashing CIRCULAR YELLOW lens by initiating a minimum 5 second steadily illuminated CIRCULAR YELLOW lens followed by the CIRCULAR RED lens.

Once the CIRCULAR RED lens is displayed, the system is to have a minimum 2 second delay between the time the steady CIRCULAR RED is displayed and the time the gate arm begins to lower. The maximum delay between CIRCULAR RED and the time the gate arm lowers is 4 seconds. To permit stopped road users to proceed, the AFAD shall display the flashing CIRCULAR YELLOW lens and the gate arm shall be placed in the upright position.

Ensure the system monitors for a lack of yellow or red signal voltage, total loss of indication in any direction, presence of multiple indications on any approach and low power conditions.

Additional sets of CIRCULAR RED and CIRCULAR YELLOW lenses located over the roadway or on the left side of the approach and operated in unison with the primary set, may be used to improve visibility of the AFAD. If the set of lenses is located over any portion of the roadway that can be used by motor vehicles, the bottom of the housing (including brackets) shall be at least 15 feet (4.6 meters) above the pavement.

(3) AFAD Type II System: STOP/SLOW

Provide STOP/SLOW signs that are octagonal in shape, made of rigid material, and at least 36 inch x 36 inch in size. Letters shall be a minimum of 8 inches high. The STOP face shall have a red background with white letters and border.

The SLOW face shall be diamond shaped, orange, or yellow background with black letters and border. Cover both faces in a Department approved Type VII, VIII or IX retroreflective sheeting. The minimum mounting height for the sign faces shall be 7 feet above the pavement to the bottom of the sign.

The AFAD's STOP/SLOW signs shall be supplemented with active conspicuity devices by incorporating a stop beacon (red lens) and a warning beacon (yellow lens). The stop beacon shall be no more than 24 inches above the STOP face. Mount the warning beacon no more than 24 inches above or beside of the SLOW face. Except for the mounting locations, the beacons shall conform to the provisions of Chapter 4L of the MUTCD and have 12 inch signal lenses.

Strobe/flashing lights are an acceptable alternative to flashing beacons. If utilized, they shall be either white or red flashing lights located within the STOP face and white or yellow flashing lights within the SLOW face and conform to the provisions of Chapter 6D of the MUTCD. If used, the lens diameter shall be a minimum of 5 inches with a minimum height of 6 inches. Equip strobes/flashing lights for both dual and quad flash patterns.

Type B warning lights shall not be used in lieu of the beacons or the strobe lights.

The faces of the AFADs STOP/SLOW sign may include louvers. If louvers are used, design the louvers such that the aspect of the sign face to approaching traffic is a full sign face at a distance of 50 feet or greater.

A WAIT ON STOP (R1-7) sign and a GO ON SLOW (R1-8) sign shall be displayed to traffic approaching the AFAD. Position signs on the same support structure as the AFAD. Both signs shall have black legends and borders on white Type III sheeting backgrounds. Each of these signs shall be rectangular in shape and be at least 24 inch x 30 inch size with letters at least 6 inches high.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the STOP face is displayed and then ascends to an upright position when the SLOW face is displayed.

The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the STOP face is displayed.

When approaching motorists are to proceed, display the SLOW face and the warning beacon or strobes are to flash on the AFAD. When approaching motorists are will be stopped, display the STOP face and the stop beacon or strobes are to flash on the AFAD.

To stop traffic, the AFAD will transition from the SLOW face to the STOP face by initiating a minimum 5 second change cycle. First, the warning beacon is to be steadily illuminated for the change cycle. If strobes are used in lieu of a warning beacon, they are to be placed in the quad flash pattern. At the end of the change cycle, the STOP face is to be displayed with the stop beacon flashing and the warning beacon or strobes are to stop flashing. Once the STOP face is displayed, the system is to have a minimum 2 second delay between the time the STOP face is displayed and the time the gate arm begins to lower. The maximum delay between the time the STOP face is displayed and the time the gate arm lowers is 4 seconds.

To permit stopped road users to proceed, the gate arm shall be placed in the upright position and the AFAD shall display the SLOW face and the warning beacon or strobes are to flash in the dual flash pattern.

Do not flash the stop beacon when the SLOW face is displayed, and do not flash the warning beacon when the STOP face is displayed.

(B) Portable Traffic Signals (PTS) Units

Provide PTS units with at least one set of CIRCULAR RED, CIRCULAR YELLOW, and CIRCULAR GREEN lenses in a vertical configuration that are 12 inch diameter aluminum or polycarbonate vehicle signal heads with 10 inch tunnel visors, backplates,

and Light Emitting Diode (LED) modules. All signal heads, tunnel visors, and backplates shall be yellow in color.

The bottom of the housing (including brackets) shall be at least 7 feet above the pavement for single set units. Additional signal heads on units with more than one signal head shall be capable of extending over the travel lane.

Communication Requirements

All PTS units within the signal set up systems shall maintain communication at all times by either hardwire cable or wireless radio link communication. If the hardwire cable communication is utilized the communication cable shall be deployed in a manner that will not intrude in the direct work area of the project or obstruct vehicular and pedestrian traffic. Utilize radio communication with 900MHz frequency band and frequency hopping capability. The radio link communication system shall have a minimum range of 1 mile.

Fault Mode Requirements

Revert PTS units to a flashing red mode upon system default unless otherwise specified by the Engineer. Equip the PTS units with a remote monitoring system. Where cell communication availability exists, the remote monitoring system shall adhere to the remote monitoring system section of this provision.

Remote Monitoring System

The remote monitoring system (RMS) shall be capable of reporting signal location, battery voltage / battery history and system default. Provide a password protected website viewable from any computer with internet capability for the RMS. In the event of a system default, the RMS shall provide specific information concerning the cause of the system default (i.e. red lamp on signal number 1). Equip the RMS with a mechanism capable of immediately contacting a minimum of three previously designated individuals via text messaging and/or email upon a default.

The running program operating the PTS units shall be always available and viewable through the RMS website. Maintain a history of the RMS operating system in each signal including operating hours and events and the location of the PTS units.

Trailer / Cart

The AFAD and PTS units may be mounted on either a trailer or a moveable cart system.

Finish all exterior metal surfaces with Federal orange enamel per AMS-STD-595, color chip ID# 13538 or 12473 respectively with a minimum paint thickness of 2.5 mils (64 microns).

Design and test the AFAD or PTS units trailer / cart to withstand an 80 MPH wind load while in the operational position. Provide independent certification that the assembly meets the design wind load.

Equip the AFAD or PTS units with leveling jacks capable of stabilizing the unit in a horizontal position when located on slopes 6:1 or flatter.

Equip trailers in compliance with North Carolina Law governing motor vehicles and include a 12-volt trailer lighting system complying *with Federal Motor Carrier Safety Regulations 393*, safety chains and a minimum 2 inch ball hitch.

Provide a minimum 4 inch wide strip of fluorescent conspicuity sheeting retroreflective sheeting to the frame of the trailer. Apply the sheeting to all sides of the trailer. The sheeting shall meet the ASTM requirements of Type VII, VIII or IX.

Power System

Design the systems to operate both with and without an external power source. Furnish transmitters, generators, batteries, controls and all other components necessary to operate the device.

Provide equipment that is solar powered and supplemented with a battery backup system that includes a minimum 110/120 VAC powered on-board charging system capable of powering the unit for 7 continuous days with no solar power. Each unit shall also be capable of being powered by standard 110/120 VAC power sources, if applicable.

Locate batteries and electronic controls in a locked, weather and vandal resistant housings.

Page 11-14, Article 1150-3, CONSTRUCTION METHODS, add the following after line 11:

Flaggers shall have a path to escape an errant approaching vehicle at all times, unimpeded by barrier, guardrail, guiderail, parked vehicles, construction materials, slopes steeper than 2:1, or any other obstruction at all times. If an unimpeded path cannot be maintained, the Contractor shall use AFAD or PTS units in lieu of a flagger.

Provide documentation to the Engineer prior to deploying the device that the AFAD or PTS units operator(s) are qualified flagger(s) that have been properly trained through an NCDOT approved training agency or other NCDOT approved training provider and that the qualified flagger(s) have received manufacturer training to operate that specific device. This training shall include proper installation, remote control operation, central control systems and maintenance of the AFAD or PTS units. The training shall take place off the project site where training conditions are removed from live traffic. The documentation shall include the names of the authorized trainer, the trainees, the device on which they have been trained and the date of the training. Provide updated documentation to the Engineer prior to deploying any additional operators.

Install advance warning signs and operate AFADs in accordance with the attached detail drawings in this provision.

Install advance warning signs and operate PTS units in accordance with *NCDOT Roadway Standard Drawings* No. 1101.02, Sheet 17.

AFAD and PTS units shall only be used in situations where there is only one lane of approaching traffic in the direction to be controlled. **At no time shall an AFAD unit controlling traffic through the work area be placed in an autonomous mode and/or left unattended.**

Signal timing and operation of PTS units shall be field verified and accepted by the Engineer before use.

Do not use AFAD or PTS units in locations where queueing from the AFAD or PTS units will extend to within 150 feet of a signalized intersection or railroad crossing. Do not use AFAD and PTS units as a substitute for or a replacement for a continuously operating temporary traffic control signal as described in Section 6F.84 of the MUTCD.

If used at night, illuminate each AFAD or PTS units as described in Section 6D of the MUTCD.

Provide a complete AFAD or PTS units that is capable of being relocated as traffic conditions demand.

If AFADs or PTS units become inoperative, be prepared at all times to replace the unit with the same type and model of AFAD or PTS units, revert to human flagging operations or terminate all construction activities requiring the use of the AFAD or PTS units until the AFAD or PTS units become operative or qualified human flaggers are available.

When the work requiring the AFAD or PTS units is not pursued for 30 minutes or longer, power off each AFAD or PTS units. Removed the AFAD or PTS units from the travel lane and relocated to a minimum of 5 feet from the edge line. AFAD gate arms shall be in the upright position. Remove all traffic control devices from the road, place two cones by each AFAD or PTS units and all signs associated with the lane closure operation shall be removed or laid down. At the end of each workday, remove all AFADs or PTS units from the roadway and shoulder areas.

Ensure the system's wireless communication links continuously monitor and verify proper transmission and reception of data used to monitor and control each AFAD or PTS units. Ensure ambient mobile or other radio transmissions or adverse weather conditions do not affect the system.

In the event of a loss of communications, immediately display the flashing RED or STOP indication on all AFAD or PTS units.

AFAD Specific Construction Methods

The flagger/operator controlling the AFAD units shall be on the project site at all times. If multiple AFAD units are used, one AFAD unit shall be the Main AFAD unit and all other units shall be remote AFAD units. Ensure that each device meets the physical display and operational characteristics as specified in the MUTCD.

Multiple AFAD units may be controlled with **one** flagger/operator when the AFAD units meet each of the following requirements:

- (1) AFAD units are spaced no greater than the manufacturer's recommendations.
- (2) Both AFAD units can be seen at the same time from the flagger/operator's position, or the AFAD is operating on its own secure network with malfunction detection and notification to the flagger/operator.
- (3) The flagger/operator has an unobstructed view of approaching traffic in both directions from the flagger/operator position or the AFAD is operating on its own secure network, with cameras that provide the flagger/operator an unobstructed view of approaching traffic from both directions. The flagger/operator may control the AFAD units from a pilot vehicle.

If any of the above requirements are not met, flagger/operator control each AFAD unit.

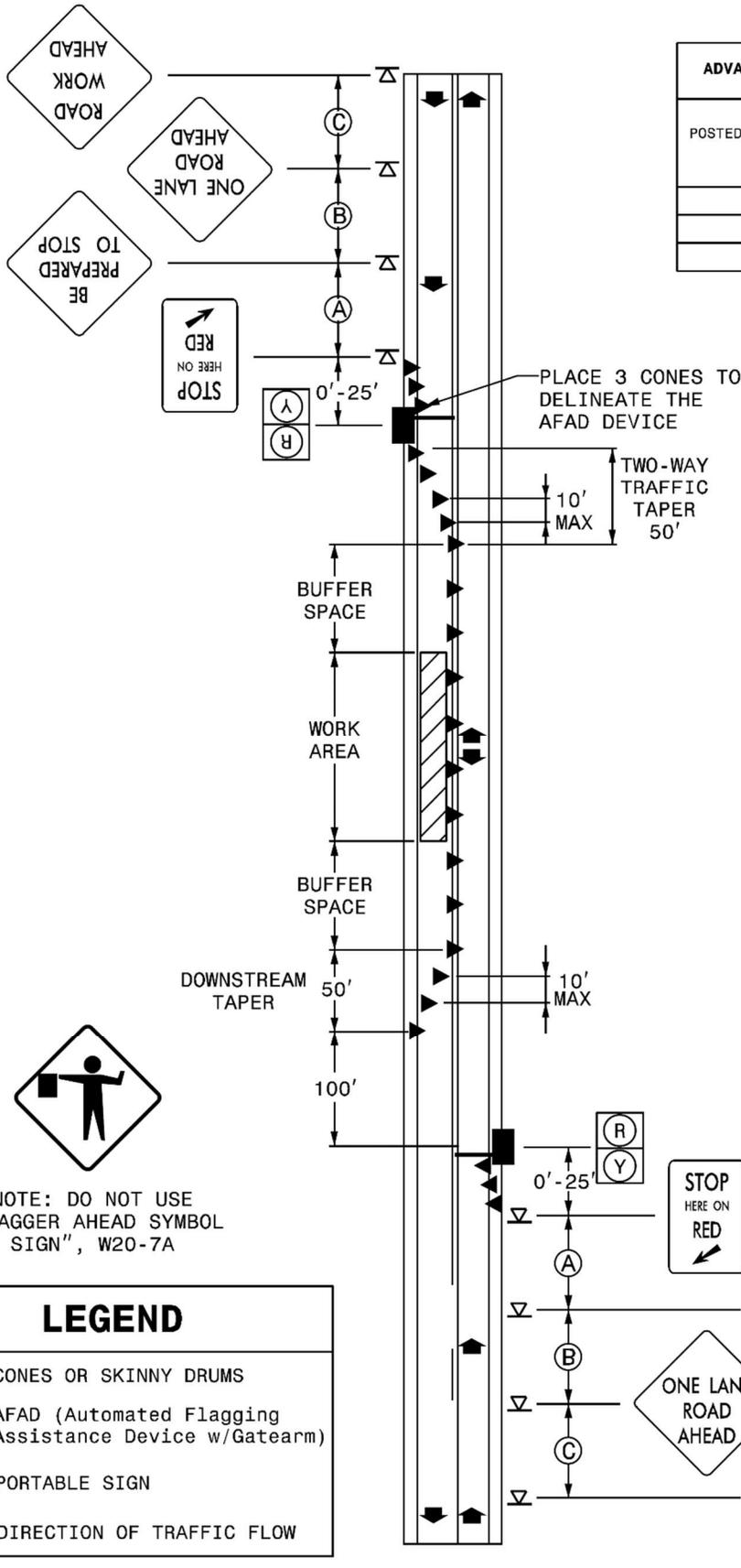
AFAD operators may either control traffic at side streets or driveways between the AFAD units or operate the pilot car while operating the AFAD system if approved by the Engineer. AFAD units must continue to be within clear sight of the operator during these work activities.

Page 11-14, Article 1150-4, MEASUREMENT AND PAYMENT, add the following after line 24:

Each AFAD or PTS unit will be measured and paid for as *Flaggers* paid by day in accordance with Article 1150-4 of the *Standard Specifications*. Where the pay item for *Flaggers* is not included in the original contract then no separate payment will be made for this item and payment will be included in the lump sum price bid for *Temporary Traffic Control* found elsewhere in this contract. Each approach controlled by AFAD or PTS units will be measured and paid as one flagger, irrespective of the number of devices used. If multiple PTS units are required to control a single approach, these units will collectively be considered as replacing one flagger.

No separate measurement or payment will be made for AFAD or PTS unit operators, as the cost of such including their training and operational costs shall be included in the unit or lump sum price for *Flaggers* or *Temporary Traffic Control*. Such price and payment also includes the relocation, maintenance, and removal during repair periods of AFAD or PTS units as well as the signal controller, communication, vehicle detection system, traffic signal software of PTS units and any other incidentals necessary to complete the work.

Red/Yellow Lens AFAD (TYPE I)



ADVANCE WARNING SIGN SPACING CHART			
POSTED SPEED LIMIT (MPH)	RECOMMENDED DISTANCE BETWEEN SIGNS FEET (+/-) SEE NOTE #1		
	(A)	(B)	(C)
≤ 35	200	200	200
40-50	350	350	350
55	500	500	500

DESIGN SPEED (MPH)	BUFFER SPACE (FEET)
30	85
35	120
40	155
45	195
50	240
55	290
60	345
65	405
70	470
75	540
80	615

NOTE: DO NOT USE "FLAGGER AHEAD SYMBOL SIGN", W20-7A

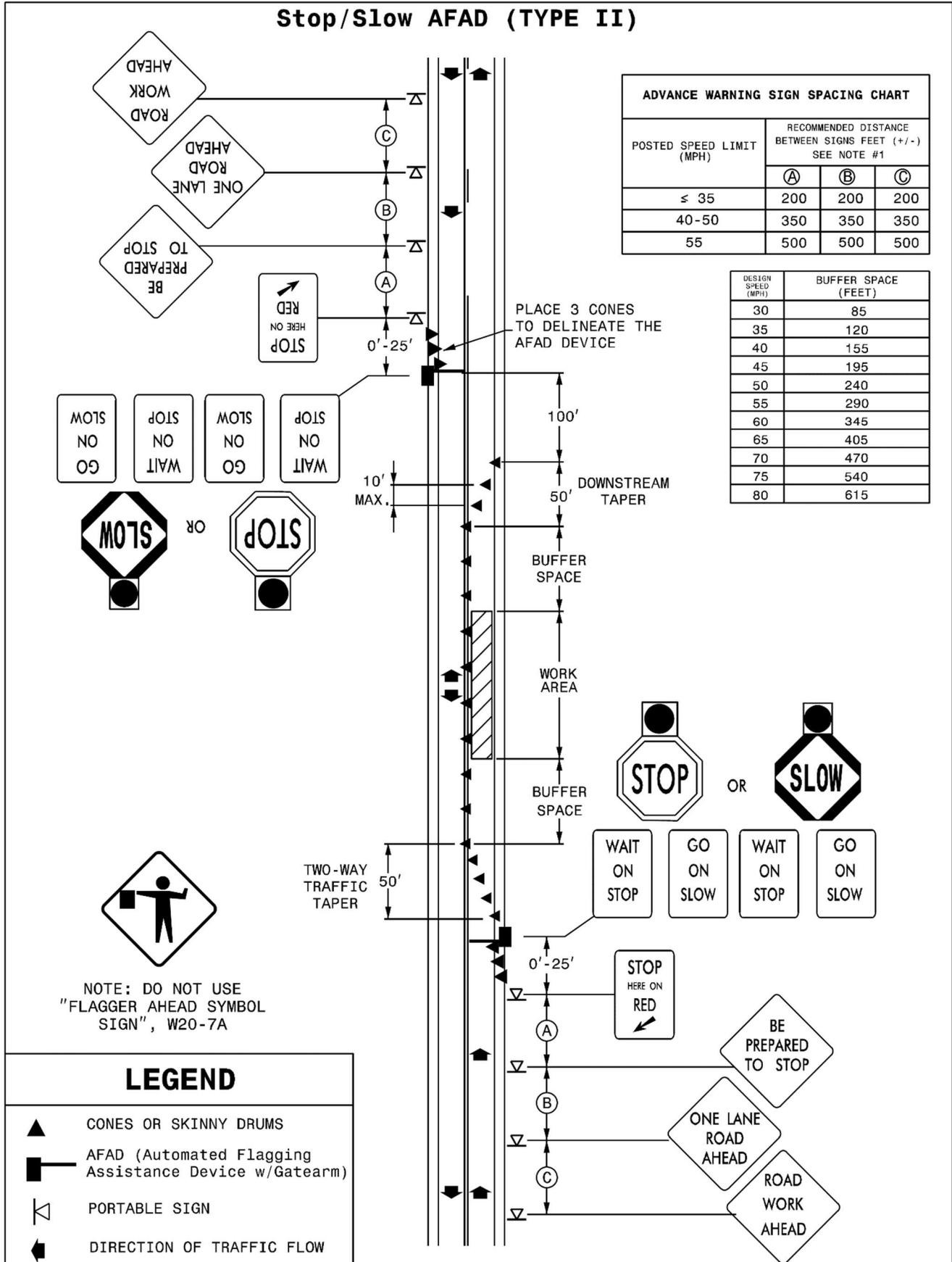
LEGEND

- CONES OR SKINNY DRUMS
- AFAD (Automated Flagging Assistance Device w/Gatearm)
- PORTABLE SIGN
- DIRECTION OF TRAFFIC FLOW

Stop/Slow AFAD (TYPE II)

ADVANCE WARNING SIGN SPACING CHART			
POSTED SPEED LIMIT (MPH)	RECOMMENDED DISTANCE BETWEEN SIGNS FEET (+/-) SEE NOTE #1		
	(A)	(B)	(C)
≤ 35	200	200	200
40-50	350	350	350
55	500	500	500

DESIGN SPEED (MPH)	BUFFER SPACE (FEET)
30	85
35	120
40	155
45	195
50	240
55	290
60	345
65	405
70	470
75	540
80	615



NOTE: DO NOT USE "FLAGGER AHEAD SYMBOL SIGN", W20-7A

LEGEND

-  CONES OR SKINNY DRUMS
-  AFAD (Automated Flagging Assistance Device w/Gatearm)
-  PORTABLE SIGN
-  DIRECTION OF TRAFFIC FLOW

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.

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

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:

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

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.

COIR FIBER MAT:

(9-16-25)

1629

SP16 R05

Page 16-9, Article 1629-2 MATERIALS, lines 22-24, delete and replace the last paragraph with the following:

Provide #3 or #4 uncoated reinforcing steel anchors, 24 inches in length, bent into a U-shape with a 4-inch diameter bend and a 4-inch straight leg extending from the bend to catch and secure the coir fiber mat.

WATTLE DEVICES:

(1-1-24)(Rev. 9-16-25)

1642

SP16 R10

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.

TABLE 1642-1	
100% CURLED WOOD (EXCELSIOR) FIBERS - WATTLE	
Property	Property Value
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.

TABLE 1642-2	
100% COIR (COCONUT) FIBERS WATTLE	
Property	Property Value
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.

TABLE 1642-3	
100% CURLED WOOD (EXCELSIOR) FIBERS – WATTLE BARRIER	
Property	Property Value
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.

TABLE 1642-4	
100% COIR (COCONUT) FIBERS WATTLE BARRIER	
Property	Property Value
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:

Pay Item	Pay Unit
Coir Fiber Wattle	Linear Foot
Coir Fiber Wattle Barrier	Linear Foot

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

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

Z-2

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

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

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

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia

Creeping Red Fescue

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

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

STANDARD SPECIAL PROVISION
ERRATA

(1-16-24)(Rev. 4-21-26)

Z-4

Revise the *2024 Standard Specifications* as follows:

Division 1

Page 1-1, Article 101-2 ABBREVIATIONS, line 25, replace "American Wood-Preservers' Association" with "American Wood Protection Association".

Page 1-36, Subarticle 104-12(B) Evaluation of Proposals, line 21, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-36, Subarticle 104-12(D) Preliminary Review, line 37, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(E) Final Proposal, line 3, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(F) Design-Build VEPs, line 36, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-38, Subarticle 104-12(G) Modifications, line 1, replace "Design-Build Unit" with "Alternative Delivery Unit".

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 6

Page 6-15, Article 610-1 DESCRIPTION, line 20, replace "The work includes" with "The work includes, but is not limited to,".

Page 6-15, Article 610-1 DESCRIPTION, line 22, replace "applying the tack coat as specified." with "applying the tack coat in accordance with Section 605.".

Page 6-30, Article 610-14 DENSITY ACCEPTANCE, line 39, replace "QC process." with "QC process in accordance with Section 609.".

Page 6-31, Article 610-16 MEASUREMENT AND PAYMENT, line 13, replace "*Hot Mix Asphalt Pavement*" with "*Asphalt Concrete _____ Course, Type _____*".

Page 6-50, Subarticle 661-4(A) Equipment, lines 4-7, replace the first two sentences of the seventh paragraph with the following:

When an erected fixed stringline is utilized for longitudinal profile and cross slope control furnish and erect the necessary guide line for the equipment.

Division 7

Page 7-18, Subarticle 710-10(A) General, lines 7-8, delete “for *Surface Testing Concrete Pavement*” from the last paragraph.

Division 8

Page 8-27, Article 846-1 DESCRIPTION, line 8, delete “4 inch” from the first paragraph.

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”.

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 23, delete and replace “1.25” with “1-1/4”.

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 24, delete and replace “(1.25” with “, 1-1/4”.

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Guava Root Knot Nematode, Spongy Moth (formerly known as gypsy moth), Witchweed, Cogon Grass, And Any Other Regulated Noxious Weed or Plant Pest)**

(3-18-03)(Rev. 3-18-25)

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/divisions/plant-industry/plant-protection/plant-industry-plant-pest-quarantines> 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 present a hazard of spreading imported fire ant, guava root knot nematode, spongy moth (formerly known as gypsy moth), witchweed, cogon grass, or other regulated noxious weed or plant pest.

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

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

Z-6

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be

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

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

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

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

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

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

2. Eligibility

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

3. Time Limits and Filing Options

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

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

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

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

4. Format for Complaints

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

5. Discrimination Complaint Form

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

6. Complaint Basis

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

**TABLE 103-1
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. (<i>Executive Order 13166</i>)
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin (<i>Limited English Proficiency</i>)	Place of birth. Citizenship is not a factor. (<i>Discrimination based on language or a person's accent is also covered</i>)	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
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)</i>); <i>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, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

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

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

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

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

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

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

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

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

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

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

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

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

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

FHWA-1273 -- Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention*. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required*. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits*. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship*. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission*. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required*. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance*. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347*. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC20260090 01/02/2026 NC90

Z-090

Date: January 2, 2026

General Decision Number: NC20260090 01/02/2026 NC90

Superseded General Decision Numbers: NC20250090

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Brunswick	Greene	Onslow
Cumberland	Hoke	Pender
Currituck	Johnston	Pitt
Edgecombe	Nash	Wake
Franklin	New Hanover	Wayne

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

Modification Number
0

Publication Date
01/02/2026

SUNC2014-005 11/17/2014

	Rates	Fringes
BLASTER	21.04	
CARPENTER	13.72	
CEMENT MASON/CONCRETE FINISHER	14.48	
ELECTRICIAN		
Electrician	17.97	
Telecommunications Technician	16.79	.63
IRONWORKER	16.02	
LABORER		
Asphalt Raker and Spreader	12.46	
Asphalt Screed/Jackman	14.33	
Carpenter Tender	12.88	
Cement Mason/Concrete Finisher Tender	12.54	
Common or General	10.20	
Guardrail/Fence Installer	12.87	
Pipelayer	12.17	
Traffic Signal/Lighting Installer	14.89	
PAINTER		
Bridge	24.57	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	11.85	
Bulldozer Fine	17.04	
Bulldozer Rough	14.34	
Concrete Grinder/Groover	20.34	2.30

	Rates	Fringes
Crane Boom Trucks	20.54	
Crane Other	20.08	
Crane Rough/All-Terrain	20.67	
Drill Operator Rock	14.38	
Drill Operator Structure	21.14	
Excavator Fine	16.60	
Excavator Rough	14.00	
Grader/Blade Fine	18.47	
Grader/Blade Rough	14.62	
Loader 2 Cubic Yards or Less	13.76	
Loader Greater Than 2 Cubic Yards	14.14	
Material Transfer Vehicle (Shuttle Buggy)	15.18	
Mechanic	17.55	
Milling Machine	15.36	
Off-Road Hauler/Water Tanker	11.36	
Oiler/Greaser	13.55	
Pavement Marking Equipment	12.11	
Paver Asphalt	15.59	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.45	
Roller Asphalt Finish	13.85	
Roller Other	11.36	
Scraper Finish	12.71	
Scraper Rough	11.35	
Slip Form Machine	16.50	
Tack Truck/Distributor Operator	14.52	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.12	
GVWR of 26,001 Lbs or Greater	12.37	

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is

higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter
 - d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

- 2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via mail to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

END OF GENERAL DECISION

**PROJECT SPECIAL PROVISIONS
GEOENVIRONMENTAL**

CONTAMINATED SOIL (5/29/2025)

The Contractor's attention is directed to the fact that soil contaminated with petroleum hydrocarbon compounds exist within the project area. The known areas of contamination are indicated on corresponding plans sheets. Information relating to these contaminated areas, sample locations, and investigation reports will be available at the following web address by navigating to the correct letting year and month then selecting, "Plans and Proposals", "W-5704E", "Individual Sheets/520 GeoEnvironmental":

<http://dotw-xfer01.dot.state.nc.us/dsplan/>

Petroleum contaminated soil may be encountered during any earthwork activities on the project. The Contractor shall only excavate those soils that the Engineer designates necessary to complete a particular task. The Engineer shall determine if soil is contaminated based on 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

DocuSigned by:
Ethan J. Caldwell
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05/29/2025



TC-1

W-5704E
10/23/2024

Johnston County

WORK ZONE TRAFFIC CONTROL Project Special Provisions Table of Contents

Special Provision	Page
ADA Compliant Pedestrian Traffic Control Devices	TC-2



Signed by:

Don A. Parker, Jr.

75DB9E90ADEF440...

2/12/2026

TC-2

W-5704E
10/23/2024

Johnston 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 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 for project W-5704E are Pedestrian Channelizing Devices.

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.

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.

Payment will be made under:

Pay Item

Pay Unit

Pedestrian Channelizing Devices

Linear Foot

Project: W-5704E

UC-1

County: Johnston

PROJECT SPECIAL PROVISIONS
Utility Construction

HINDE ENGINEERING
License No. C-2639
401 Harrison Oaks Blvd.
Suite 220
Cary, NC 27513
(919) 653-0001

DocuSigned by:
Clint L. Stevens
SEAL
040370
9D6F32D777EB42D
ENGINEER
CLINT L. STEVENS
7/8/2025

**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 Johnston County. The contact person for the County is Michael Keen and can be reached by phone at (919) 209-8333.

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 Johnston County.

SANITARY SEWER PIPE AND FITTINGS:

Revise the 2024 *Standard Specifications* as follows:

Page 10-65; Section 1034 Sewer Pipe And Fittings; Sub-article 1034-4 Ductile Iron Pipe, (B) Force Main Sewer Pipe:

Add the following:

The interior of ductile iron pipe shall be coated with Sewper Coat, Protecto 401 or approved equal. Coatings shall be manufactured by the following:

Owner Preference: Sewper Coat by Lafarge Calcium Aluminate, Protecto 401 by U.S. Pipe, or approved equal.

Project: W-5704E

UC-2

County: Johnston

WATER PIPE AND FITTINGS:

Revise the 2024 *Standard Specifications* as follows:

Page 10-67; Section 1036 Water Pipe And Fittings; Sub-article 1036-6 Fire Hydrants:

Add the following:

Operating nuts shall be 1-7/8 inch pentagonal and open in a counterclockwise direction.

The hydrant barrel shall be made in two sections joined together a few inches above the ground line by a watertight coupling, or break ring, so designed that if a break occurs, it will occur at this point. The valve stem shall be in two sections, jointed by a special coupling at the same point as the break ring, so designed that if the hydrant is broken, the coupling will break and the valve not be disturbed. All working parts shall be removable without disconnecting the hydrant. Fire hydrant bonnets and nozzle caps shall be coated with Silver-White 1440 Alert Reflective Coating meeting the physical requirements of General Electric Specification A8B100A1-S1 or approved equal. Fire hydrants shall be as manufactured by the following:

Owner Preference: Mueller, AVK, Clow, Kennedy, American Darling or approved equal.

A repair kit shall be provided for every 10 hydrants and a minimum of one per project.

RELATION OF WATER MAINS TO NON POTABLE WATER LINES AND OTHER UTILITIES:

(3-18-25)

Revise the 2024 *Standard Specifications* as follows:

Page 15-1 and 15-2, Article 1500-5 RELATION OF WATER MAINS TO NON-POTABLE WATER LINES AND OTHER UTILITIES, lines 39-42 and lines 1-5, replace the article with the following:

Lay water mains at least 10 feet laterally from existing or proposed sanitary sewers or reclaimed water distribution lines. If local conditions or barriers prevent a 10-foot separation, lay the water main with at least 18 inches vertical separation above the top of the sanitary sewer or reclaimed water distribution pipe either in a separate trench or in the same trench on a bench of undisturbed earth.

For storm drain pipe or other utilities, lay the water main with at least 12 inches separation from the outside of the water main and the outside of the other facility.

One full length of water pipe at the point of crossing shall be located so that both joints will be as far from the sanitary sewer or reclaimed water distribution pipe as possible. If practicable, the water main shall be located above the sewer or reclaimed water distribution line.

Project: W-5704E

UC-3

County: Johnston

GENERAL UTILITY REQUIREMENTS:

Revise the 2024 *Standard Specifications* as follows:

Page 15-2; Section 1500 General Utility Requirements; Sub-article 1500-8 Locating and Marking:

Delete paragraph and replace with the following:

Electronic location markers shall consist of 4" marker balls having a passive device capable of reflecting a specifically designated repulse frequency, unique to the utility being installed. The marker ball will contain a passive-tuned antenna, molded inside a plastic disk, which is free-floating inside a water-resistant polyethylene shell. The shell shall be impervious to minerals, chemicals and temperature extremes. Marker balls shall be color coded in accordance with the American Public Works Association's utility location and coordinating council standards. Electronic marker balls shall be as manufactured by the following:

Owner Preference: 3M Telecom Systems or approved equal.

Marker balls shall be installed directly over the center line of the point to be located, and a minimum of 6" from any metal objects. Burial shall not be less than 18 inches nor more than 2 feet. Marker balls shall be installed concurrently with water mains. Ball markers to be hand backfilled to 1 foot above ball marker as to prevent movement or damage. The maximum depth for marker ball burial shall be 2 feet. Electronic marker balls shall be installed at the following locations:

On ductile iron and PVC pipe

1. At a minimum of every one hundred linear feet directly over main line
2. At bends 22 and ½ degrees or larger
3. At capped or plugged ends if no blow-off assembly
4. At tees over main line
5. At reducers

Measurement and Payment:

Electronic location markers shall be incidental to the cost of pipe. No additional payment will be made for the number of marker balls installed as required by the owner's specifications.

PROJECT SPECIAL PROVISIONS
Utilities by Others



License No. C-2639
401 Harrison Oaks Blvd.
Suite 220
Cary, NC 27513
(919) 653-0001

General:

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

- A) Power – Duke Energy
- B) Telecom – Centurylink
- C) Telecom – Charter/Spectrum
- D) Telecom – Conterra
- E) Telecom – Utiliplex
- F) Gas – Piedmont Natural Gas

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

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

Utilities Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans.

- A) Power – Duke Energy
 - 1) See Utilities by Others plans for utility conflicts.
 - 2) Contact person for Duke Energy is James Richardson and he can be reach at jricharson@pike.com or 919-744-2141.
 - 3) All conflicts will be cleared by 3/31/2026.

PROJECT SPECIAL PROVISIONS

Utilities by Others

B) Telecom – Centurylink

- 1) See Utilities by Others plans for utility conflicts.
- 2) Contact person for Centurylink is Kevin Godwin and he can be reached at kevin.godwin@brightspeed.com or 910-336-2142.
- 3) All conflicts will be cleared by 3/31/2026.

C) Telecom – Charter/Spectrum

- 1) See Utilities by Others plans for utility conflicts.
- 2) Contact person for Spectrum is Robert Dabrowski and he can be reached at robert.dabrowski@charter.com or 919-288-4867.
- 3) Conflicts will be cleared by 7/31/2026.

D) Telecom – Conterra

- 4) See Utilities by Others plans for utility conflicts.
- 5) Contact person for Conterra is Chris Farr and he can be reached at cfarr@conterra.com or 903-736-1563
- 6) Conflicts have been cleared.

E) Telecom – Utiliplex

- 7) See Utilities by Others plans for utility conflicts.
- 8) Contact person for Utiliplex is Dr. Rocco DiSanto and he can be reached at drdisanto@utiliplex.net.
- 9) Conflicts will be cleared by 8/31/2026.

F) Gas – PNG

- 4) See Utilities by Others plans for utility conflicts.
- 5) Contact person for PNG is Joel Smith and he can be reach at joel.smith@eli-llc.com or 919-389-0980.
- 6) All conflicts will be cleared by 7/31/2026

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

(4-30-2019)(Rev. 1-21-25)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit issued by the North Carolina Department of Environmental Quality Division of Energy, Mineral and Land Resources. Temporary or permanent ground cover stabilization shall occur within the following time frames from the last land-disturbing activity:

- Stabilize perimeter dikes, swales, ditches, and perimeter slopes within 7 calendar days.
- Stabilize high quality water (HQW) zones within 7 calendar days.
- Stabilize slopes steeper than 3:1 within 7 calendar days.
 - If slopes are 10 feet or less in length and are not steeper than 2:1, 14 calendar days are allowed.
- Stabilize slopes 3:1 to 4:1 within 14 calendar days.
 - 7 calendar days for slopes greater than 50 feet in length and with slopes steeper than 4:1.
 - 7 calendar days for perimeter dikes, swales, ditches, perimeter slopes, and HQW Zones.
- Stabilize areas with slopes flatter than 4:1 within 14 calendar days.
 - 7 calendar days for perimeter dikes, swales, ditches, perimeter slopes, and HQW Zones.

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

SEEDING AND MULCHING:

(East)

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

All Roadway Areas

March 1 - August 31

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

September 1 - February 28

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

Waste and Borrow Locations

March 1 – August 31

September 1 - February 28

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

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

Approved Tall Fescue Cultivars

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

Dynamic
Dynasty

Jamboree
Justice

Saltillo
Scorpion

Xtremegreen

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.

CRIMPING STRAW MULCH:

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

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

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

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

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

SUPPLEMENTAL SEEDING:

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

MOWING:

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

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

Equipment Fluids

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

Waste Materials

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

Herbicide, Pesticide, and Rodenticides

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

Concrete Materials

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

Earthen Material Stock Piles

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

Measurement and Payment

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

WASTE AND BORROW SOURCES:

(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.

TEMPORARY DIVERSION:

This work consists of installation, maintenance, and cleanout of *Temporary Diversions* in accordance with Section 1630 of the *Standard Specifications*. The quantity of excavation for installation and cleanout will be measured and paid for as *Silt Excavation* in accordance with Article 1630-3 of the *Standard Specifications*.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:**Description**

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

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

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

Materials**(A) Safety Fencing**

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

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

(B) Boundary Flagging

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

Construction Methods

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

(A) Safety Fencing

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

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

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

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

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but

must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

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

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Safety Fence

Pay Unit

Linear Foot

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:

Property	Test Method	Value	Unit
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 ¹	ASTM D4355	≥80	%

¹ASTM 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 ²
Maximum Permissible Shear Stress (Vegetated)	ASTM 6460	6.0	8.0	10.0	12.0	16.0	lb/ft ²
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:

Pay Item	Pay Unit
Permanent Soil Reinforcement Mat, Type 2	Square Yard

EARTHEN DAM WITH SKIMMER:

Description

Provide an earthen dam with a skimmer attached to a barrel pipe at the outlet of a proposed roadway ditch to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Earthen Dam with Skimmer Detail sheet provided in the erosion control plans. Work includes constructing earthen dam, installation of coir fiber baffles, furnishing, installation and cleanout of skimmer, providing and placing stone pad on bottom of ditch underneath skimmer device, providing and placing geotextile spillway liner, providing coir fiber mat stabilization for the skimmer outlet, removing earthen dam, coir fiber baffles, geotextile liner and skimmer device, and disposing of excess materials.

Materials

Item	Section
Anchors	1629-2
Stone for Erosion Control, Class B	1042
Staples	1060-8(D)
Coir Fiber Mat	1060-14
Coir Fiber Baffle	1640
Skimmer	1644-2
Low Permeability Geotextile	1644-2

Construction Methods

Excavate proposed ditch according to the roadway plans and cross sections with ditch surface free of obstructions, debris, and pockets of low-density material. Construct earthen dam and install the primary spillway according to *Roadway Standard Drawings* Nol 1630.09. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*. Accumulated silt behind the earthen dam and baffles shall be removed regularly and as directed.

Install skimmer device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. The coupling shall be rigid and non-buoyant and not exceed a diameter of 4" and 12" in length. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water impounded in the ditch. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of ditch. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line primary spillway with low permeability polypropylene geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for the primary spillway is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 6" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the ditch according to the Earthen Dam with Skimmer Detail. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place

anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart.

Measurement and Payment

The construction of the earthen dam will be paid for as *Borrow Excavation* as provided in Section 230 of the *Standard Specifications* or included in the lump sum price for grading.

Silt Excavation will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the ditch as shown on the final approved plans.

Low Permeability Geotextile will be measured and paid for in accordance with Article 1644-5 of the *Standard Specifications*.

Coir Fiber Baffles will be measured and paid for in accordance with Article 1640-4 of the *Standard Specifications*.

 " *Skimmer* will be measured and paid for in accordance with Article 1644-5 of the *Standard Specifications*.

Coir Fiber Mat will be measured and paid for in accordance with Article 1629-4 of the *Standard Specifications*.

Stone for Erosion Control, Class will be measured and paid for in accordance with Article 1610-4 of the *Standard Specifications*.

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

IMPERVIOUS DIKE:

(9-9-11)(Rev. 11-15-22)

Description

This work consists of furnishing, installing, maintaining, pumping and removing an *Impervious Dike* for the purpose of diverting normal stream flow around the construction site. The Contractor shall construct an impervious dike in such a manner approved by the Engineer. The impervious dike shall not permit seepage of water into the construction site or contribute to siltation of the stream. The impervious dike shall be constructed of an acceptable material in the locations noted on the plans or as directed by the Engineer.

Materials

Acceptable materials shall include but not be limited to sheet piles, sandbags, and/or the placement of an acceptable size stone lined with polypropylene or other impervious geotextile.

Earth material shall not be used to construct an impervious dike when it is in direct contact with the stream unless vegetation can be established before contact with the stream takes place.

Construction Methods

Where impervious dikes are shown on the plans and used to dewater or lower the water elevation, construct in accordance with Article 410-4 and 410-5.

Measurement and Payment

Impervious Dike will be measured and paid as the actual number of linear feet of impervious dike(s) constructed, measured in place from end to end of each separate installation that has been completed and accepted by the Engineer. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance, pumping and removal of the impervious dike.

Payment will be made under:

Pay Item	Pay Unit
Impervious Dike	Linear Foot

CONCRETE WASHOUT:

(10-22-15)(Rev. 4-15-25)

Description

Concrete washouts are impermeable enclosures, above or below grade, to contain concrete wastewater and associated concrete mix from cleaning of ready-mix trucks, drums, pumps, tools 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 washout operations.

Acceptable concrete washouts may include constructed earthen structures, above or below ground, or commercially available devices designed specifically to capture concrete wash water.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Temporary Silt Fence	1605

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

Geomembrane basin liner shall consist of a minimum 10 mil thick polypropylene or polyethylene geomembrane.

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed by the Engineer near the project entrance(s) or at location(s) of concrete operations.

Structures shall be constructed a minimum of 50 feet from drainage conveyances or jurisdictional streams or wetlands. Alternate structure designs or plans for management of concrete washout may be submitted for review and approval by the Engineer. Include in the alternate plan the method used to retain, treat and dispose of the concrete washout wastewater generated within the project limits and in accordance with the minimum setback requirements.

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

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 by the Engineer for visibility to construction traffic.

Install prefabricated concrete washouts, designed specifically to capture concrete wash water, at locations of additional concrete pouring operations. Acceptable systems may include geotextile lined containers, vinyl or plastic containers or roll-off containers, with or without filter bags with a minimum functional holding capacity of 36 cubic feet (1.33 cubic yards). Submit prefabricated concrete washout system for approval by the Engineer prior to installation. Place prefabricated concrete washout devices to a minimum 50 foot setback from drainage conveyances and jurisdictional streams and wetlands. If the minimum setback cannot be achieved, provide secondary containment to prevent accidental release of wastewater from reaching drainage conveyances or streams.

Prefabricated concrete washouts must be clearly and visibly labeled as such, either by the manufacturer on the product itself, or by a sign with the words "Concrete Washout" in close proximity of the concrete washout area so it is clearly visible to site personnel.

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 to liner or structure to maintain functionality.

Maintain prefabricated concrete washout systems per manufacturer's recommendations. Inspect concrete washout structures for damage to linings or structure and repair or replace as necessary.

Remove the concrete washout structures and sign upon project completion. Grade the area to match the existing topography and permanently seed and mulch area. Dispose of prefabricated concrete washout structures according to state or local waste regulations.

Measurement and Payment

Concrete Washout Structure will be measured and paid per each enclosure installed in accordance with the details in the plans. If alternate plans or details are approved, those structures will also be paid for per each approved and installed structure. Such price and payment will be full compensation for all work including, but not limited to, furnishing all materials, labor, equipment, signage, slurry solidification and incidentals necessary to construct, maintain and remove *Concrete Washout Structure* and dispose of residual concrete washout wastewater and concrete solids.

Prefabricated Concrete Washout will be measured and paid per each system installed in accordance with the manufacturer’s recommendations. Such price and payment will be full compensation for all work including, but not limited to, furnishing all materials, labor, equipment, signage, slurry solidification and incidentals necessary to install, maintain and remove *Prefabricated Concrete Washout*, and dispose of residual concrete washout wastewater and concrete solids.

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.

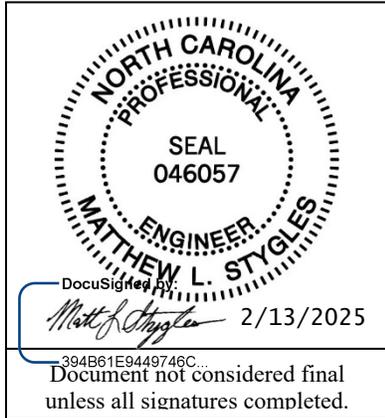
No measurement will be made for over excavation or stockpiling or other items necessary to complete this work.

Payment will be made under:

Pay Item	Pay Unit
Concrete Washout Structure	Each
Prefabricated Concrete Washout	Each

Signals and Intelligent Transportation Systems
Project Special Provisions
(Version 24.1)

Prepared By: M.L. Stygles
13-Feb-25



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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."

1.2. TRAFFIC SIGNAL ACTIVATION (1700-4)

Page 17-4, revise paragraph beginning on line 42 through line 46 to read "Prior to placing signal in the steady (stop-and-go) mode, the signal should be placed in yellow-red flashing mode for up to 7 days or as directed by the Engineer. Yellow-red flashing mode differs from the red-red flashing mode shown in the signal plan. Yellow-red flash mode includes flashing the yellow signal indications on all main street through movements while flashing the red signal indications on all side street signal heads and any left turn heads on the main street. The signal should not be placed in the steady (stop-and-go) mode on a Saturday or Sunday without prior approval from the Engineer. Do not place the signal in steady (stop-and-go) mode until inspected and without prior approval of the Engineer."

2. SIGNAL HEADS

2.1. MATERIALS

A. General:

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 12-inch and 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Fabricate 9-inch pedestrian signal head housings, end caps, and visors from virgin polycarbonate material. 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 ± 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 8 inches in length for 8-inch vehicle signal head sections. 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.

For mast-arm mounting, provide rigid vehicle signal head mounting brackets and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the mast arms and to provide a means for vertically adjusting the vehicle signal heads to proper alignment. Fabricate the mounting assemblies from aluminum, and provide serrated rings made of aluminum. Provide stainless steel cable attachment assemblies to secure the brackets to the mast arms. Ensure all fastening hardware and fasteners are fabricated 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, and 8-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

8-inch red circular	13	8
12-inch green circular	15	15
8-inch green circular	12	12

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 and 13 Watts or less for the 8-inch circular module.

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

2. LED Arrow Signal Modules

Provide 12-inch omnidirectional arrow signal modules. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 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.

3. CONTROLLERS WITH CABINETS

3.1. MATERIALS – TYPE 2070LX CONTROLLERS

Furnish model 2070LX controller units that conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated March 12, 2009, plus Errata 1 dated January 21, 2010 and Errata 2 dated December 5, 2014) except as required herein.

The Department will provide software at the beginning of the burning-in period. Contractor shall give 5 working days notice before needing software. Program software provided by the Department.

Provide model 2070LX controllers with Linux kernel 2.6.18 or higher and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070-1C, CPU Module, Single Board, with 8Mb Datakey (blue in color)
- MODEL 2070-2E+, Field I/O Module (FI/O)

- Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is “off”)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP

Provide a Board Support Package (BSP) to the state and to any specified applications software manufacturer when requested by the state to facilitate the porting of application software.

3.2.MATERIALS – GENERAL CABINETS

Provide a moisture resistant coating on all circuit boards.

Provide one 20 mm diameter radial lead UL-recognized metal oxide varistor (MOV) between each load switch field terminal and equipment ground. Electrical performance is outlined below.

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

Provide a power line surge protector that is a two-stage device that will allow connection of the radio frequency interference filter between the stages of the device. Ensure that a maximum continuous current is at least 10A at 120V. Ensure that the device can withstand a minimum of 20 peak surge current occurrences at 20,000A for an 8x20 microsecond waveform. Provide a maximum clamp voltage of 395V at 20,000A with a nominal series inductance of 200µh. Ensure that the voltage does not exceed 395V. Provide devices that comply with the following:

Frequency (Hz)	Minimum Insertion Loss (dB)
60	0
10,000	30
50,000	55
100,000	50
500,000	50
2,000,000	60
5,000,000	40
10,000,000	20
20,000,000	25

3.3. MATERIALS – TYPE 170E CABINETS

A. Type 170 E Cabinets General:

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

Furnish model 336S pole mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details. Provide 336S pole mounted cabinets that are 46” high with 40” high internal rack assemblies.

Furnish model 332 base mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. When overlaps are required, provide auxiliary output files for the overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details.

Provide model 200 load switches, model 222 loop detector sensors, model 252 AC isolators, and model 242 DC isolators according to the electrical details. As a minimum, provide one (1) model 2018 conflict monitor, one (1) model 206L power supply unit, two (2) model 204 flashers, one (1) DC isolator (located in slot I14), and four (4) model 430 flash transfer relays (provide seven (7) model 430 flash transfer relays if auxiliary output file is installed) with each cabinet.

B. Type 170 E Cabinet Electrical Requirements:

Provide a cabinet assembly designed to ensure that upon leaving any cabinet switch or conflict monitor initiated flashing operation, the controller starts up in the programmed start up phases and start up interval.

Furnish two sets of non-fading cabinet wiring diagrams and schematics in a paper envelope or container and placed in the cabinet drawer.

All AC+ power is subject to radio frequency signal suppression.

Provide surge suppression in the cabinet for each type of cabinet device. Provide surge protection for the full capacity of the cabinet input file. Provide surge suppression devices that operate properly over a temperature range of -40° F to +185° F. Ensure the surge suppression devices provide both common and differential modes of protection.

Provide a pluggable power line surge protector that is installed on the back of the PDA (power distribution assembly) chassis to filter and absorb power line noise and switching transients. Ensure the device incorporates LEDs for failure indication and provides a dry relay contact closure for the purpose of remote sensing. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs).....	20,000A
Occurrences (8x20µs waveform).....	10 minimum @ 20,000A
Maximum Clamp Voltage.....	395VAC
Operating Current.....	15 amps
Response Time.....	< 5 nanoseconds

Provide a loop surge suppressor for each set of loop terminals in the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (6 times, 8x20µs)

(Differential Mode).....400A

(Common Mode).....1,000A

Occurrences (8x20µs waveform).....500 min @ 200A

Maximum Clamp Voltage

(Differential Mode @400A).....35V

(Common Mode @1,000A).....35V

Response Time.....< 5 nanoseconds

Maximum Capacitance.....35 pF

Provide a data communications surge suppressor for each communications line entering or leaving the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs).....10,000A

Occurrences (8x20µs waveform).....100 min @ 2,000A

Maximum Clamp Voltage.....Rated for equipment protected

Response Time.....< 1 nanosecond

Maximum Capacitance.....1,500 pF

Maximum Series Resistance.....15Ω

Provide a DC signal surge suppressor for each DC input channel in the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs).....10,000A

Occurrences (8x20µs waveform).....100 @ 2,000A

Maximum Clamp Voltage.....30V

Response Time.....< 1 nanosecond

Provide a 120 VAC signal surge suppressor for each AC+ interconnect signal input. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs).....20,000A

Maximum Clamp Voltage.....350VAC

Response Time.....< 200 nanoseconds

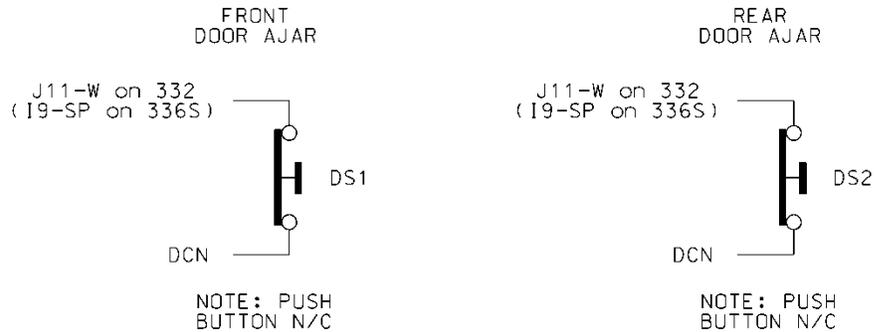
Discharge Voltage.....<200 Volts @ 1,000A

Insulation Resistance.....≥100 MΩ

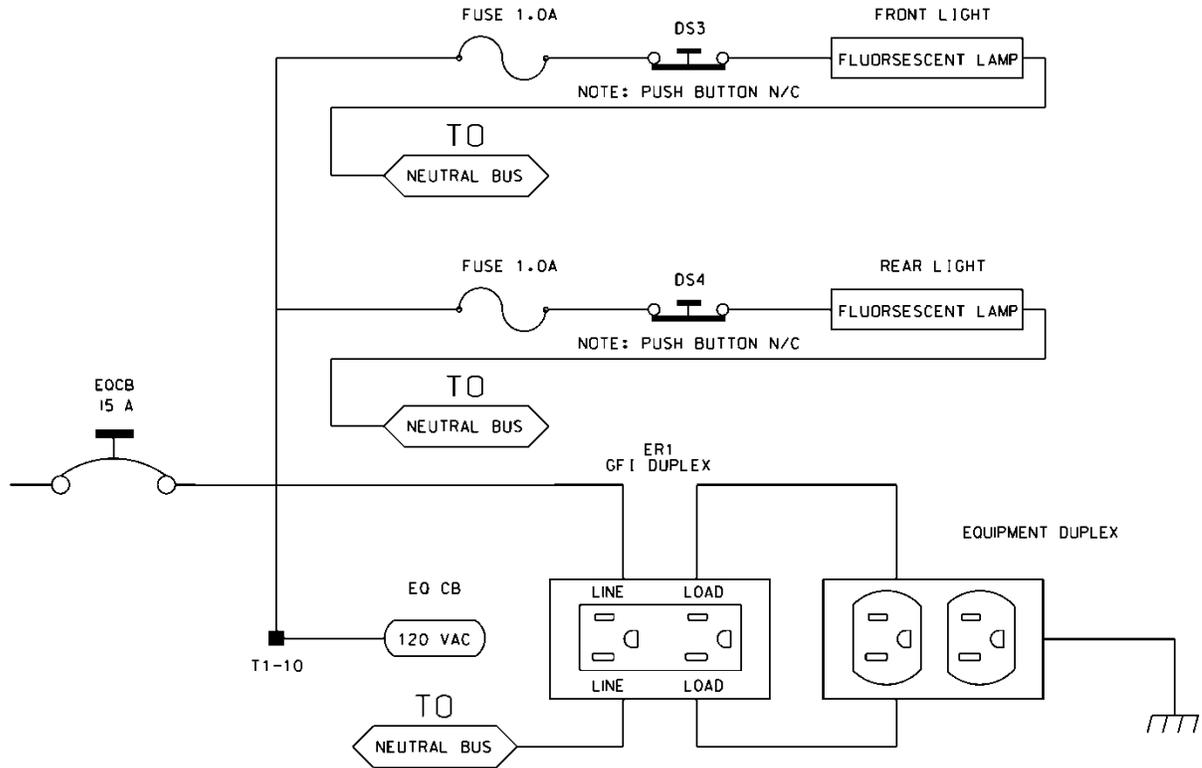
Provide conductors for surge protection wiring that are of sufficient size (ampacity) to withstand maximum overcurrents which could occur before protective device thresholds are attained and current flow is interrupted.

If additional surge protected power outlets are needed to accommodate fiber transceivers, modems, etc., install a UL listed, industrial, heavy-duty type power outlet strip with a minimum rating of 15 A / 125 VAC, 60 Hz. Provide a strip that has a minimum of 3 grounded outlets. Ensure the power outlet strip plugs into one of the controller unit receptacles located on the rear of the PDA. Ensure power outlet strip is mounted securely; provide strain relief if necessary.

Provide a door switch in the front and a door switch in the rear of the cabinet that will provide the controller unit with a Door Ajar alarm when either the front or the rear door is open. Ensure the door switches apply DC ground to the Input File when either the front door or the rear door is open.



Furnish a fluorescent fixture in the rear across the top of the cabinet and another fluorescent fixture in the front across the top of the cabinet at a minimum. Ensure that the fixtures provide sufficient light to illuminate all terminals, labels, switches, and devices in the cabinet. Conveniently locate the fixtures so as not to interfere with a technician’s ability to perform work on any devices or terminals in the cabinet. Provide a protective diffuser to cover exposed bulbs. Install 16 watt T-4 lamps in the fluorescent fixtures. Provide a door switch to provide power to each fixture when the respective door is open. Wire the fluorescent fixtures to the 15 amp ECB (equipment circuit breaker).



Furnish a police panel with a police panel door. For model 336S cabinets, mount the police panel on the rear door. Ensure that the police panel door permits access to the police panel when the main door is closed. Ensure that no rainwater can enter the cabinet even with the police panel door open. Provide a police panel door hinged on the right side as viewed from the front. Provide a police panel door lock that is keyed to a standard police/fire call box key. In addition to the requirements of LA Specification No. 54-053-08, provide the police panel with a toggle switch connected to switch the intersection operation between normal stop-and-go operation (AUTO) and manual operation (MANUAL). Ensure that manual control can be implemented using inputs and software such that the controller provides full programmed clearance times for the yellow clearance and red clearance for each phase while under manual control.

Provide a 1/4-inch locking phone jack in the police panel for a hand control to manually control the intersection. Provide sufficient room in the police panel for storage of a hand control and cord.

Ensure the 336S cabinet Input File is wired as follows:

336S Cabinet														
Port-Bit/C-1 Pin Assignment														
Slot #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
C-1 (Spares)	59	60	61	62	63	64	65	66	75	76	77	78	79	80
Port C-1	3-2 56	1-1 39	3-4 58	1-3 41	3-1 55	1-2 40	3-3 57	1-4 42	2-5 51	5-5 71	5-6 72	5-1 67	5-2 68	6-7 81
Port C-1	2-1 47	1-5 43	2-3 49	1-7 45	2-2 48	1-6 44	2-4 50	1-8 46	2-6 52	5-7 73	5-8 74	5-3 69	5-4 70	6-8 82

For model 332 base mounted cabinets, ensure terminals J14-E and J14-K are wired together on the rear of the Input File. Connect TB9-12 (J14 Common) on the Input Panel to T1-2 (AC-) on the rear of the PDA.

Provide detector test switches mounted at the top of the cabinet rack or other convenient location which may be used to place a call on each of eight phases based on the chart below. Provide three positions for each switch: On (place call), Off (normal detector operation), and Momentary On (place momentary call and return to normal detector operation after switch is released). Ensure that the switches are located such that the technician can read the controller display and observe the intersection.

Connect detector test switches for cabinets as follows:

336S Cabinet		332 Cabinet	
Detector Call Switches	Terminals	Detector Call Switches	Terminals
Phase 1	I1-F	Phase 1	I1-W
Phase 2	I2-F	Phase 2	I4-W
Phase 3	I3-F	Phase 3	I5-W
Phase 4	I4-F	Phase 4	I8-W
Phase 5	I5-F	Phase 5	J1-W
Phase 6	I6-F	Phase 6	J4-W
Phase 7	I7-F	Phase 7	J5-W
Phase 8	I8-F	Phase 8	J8-W

Provide the PCB 28/56 connector for the conflict monitor unit (CMU) with 28 independent contacts per side, dual-sided with 0.156 inch contact centers. Provide the PCB 28/56 connector contacts with solder eyelet terminations. Ensure all connections to the PCB 28/56 connector are soldered to the solder eyelet terminations.

Ensure that all cabinets have the CMU connector wired according to the 332 cabinet connector pin assignments (include all wires for auxiliary output file connection). Wire pins 13, 16, R, and U of the CMU connector to a separate 4 pin plug, P1, as shown below. Provide a second plug, P2, which will mate with P1 and is wired to the auxiliary output file as shown below. Provide an additional plug, P3, which will mate with P1 and is wired to the pedestrian yellow circuits as shown

below. When no auxiliary output file is installed in the cabinet, provide wires for the green and yellow inputs for channels 11, 12, 17, and 18, the red inputs for channels 17 and 18, and the wires for the P2 plug. Terminate the two-foot wires with ring type lugs, insulated, and bundled for optional use.

PIN	P1		P2		P3	
	FUNCTION	CONN TO	FUNCTION	CONN TO	FUNCTION	CONN TO
1	CH-9G	CMU-13	OLA-GRN	A123	2P-YEL	114
2	CH-9Y	CMU-16	OLA-YEL	A122	4P-YEL	105
3	CH-10G	CMU-R	OLB-GRN	A126	6P-YEL	120
4	CH-10Y	CMU-U	OLB-YEL	A125	8P-YEL	111

Do not provide the P20 terminal assembly (red monitor board) or red interface ribbon cable as specified in LA Specification No. 54-053-08.

Provide a P20 connector that mates with and is compatible with the red interface connector mounted on the front of the conflict monitor. Ensure that the P20 connector and the red interface connector on the conflict monitor are center polarized to ensure proper connection. Ensure that removal of the P20 connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Wire the P20 connector to the output file and auxiliary output file using 22 AWG stranded wires. Ensure the length of these wires is a minimum of 42 inches in length. Provide a durable braided sleeve around the wires to organize and protect the wires.

Wire the P20 connector to the traffic signal red displays to provide inputs to the conflict monitor as shown below. Ensure the pedestrian Don't Walk circuits are wired to channels 13 through 16 of the P20 connector. When no auxiliary output file is installed in the cabinet, provide wires for channels 9 through 12 reds. Provide a wire for special function 1. Terminate the unused wires with ring type lugs, insulated, and bundled for optional use.

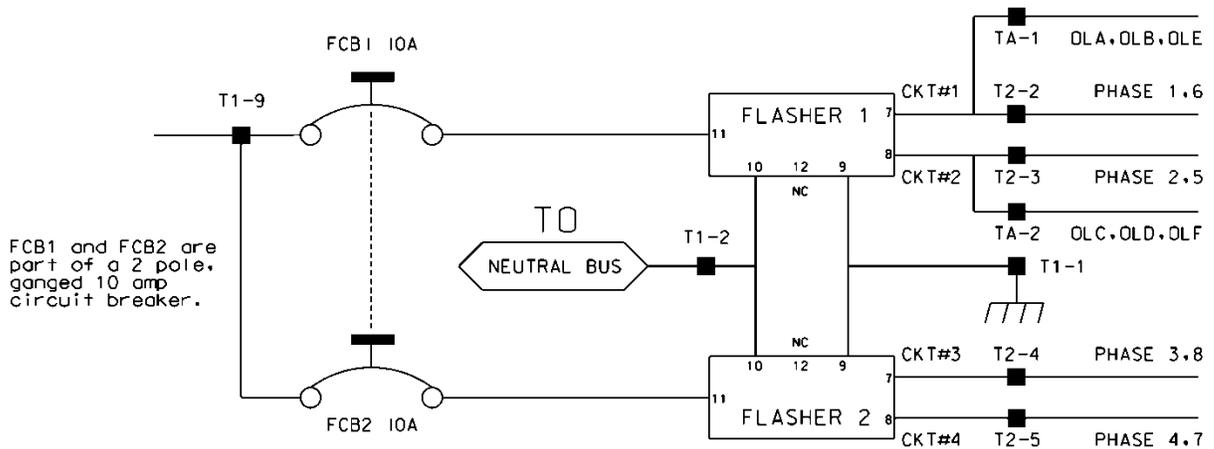
P20 Connector					
PIN	FUNCTION	CONN TO	PIN	FUNCTION	CONN TO
1	Channel 15 Red	119	2	Channel 16 Red	110
3	Channel 14 Red	104	4	Chassis GND	01-9
5	Channel 13 Red	113	6	N/C	
7	Channel 12 Red	AUX 101	8	Spec Function 1	
9	Channel 10 Red	AUX 124	10	Channel 11 Red	AUX 114
11	Channel 9 Red	AUX 121	12	Channel 8 Red	107
13	Channel 7 Red	122	14	Channel 6 Red	134
15	Channel 5 Red	131	16	Channel 4 Red	101
17	Channel 3 Red	116	18	Channel 2 Red	128
19	Channel 1 Red	125	20	Red Enable	01-14

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

Do not wire pin 12 of the load switch sockets.

In addition to the requirements of LA Specification No. 54-053-08, ensure relay K1 on the Power Distribution Assembly (PDA) is a four pole relay and K2 on the PDA is a two pole relay.

Provide a two pole, ganged circuit breaker for the flash bus circuit. Ensure the flash bus circuit breaker is an inverse time circuit breaker rated for 10 amps at 120 VAC with a minimum of 10,000 RMS symmetrical amperes short circuit current rating. Do not provide the auxiliary switch feature on the flash bus circuit breaker. Ensure the ganged flash bus circuit breaker is certified by the circuit breaker manufacturer to provide gang tripping operation.



Ensure auxiliary output files are wired as follows:

AUXILIARY OUTPUT FILE TERMINAL BLOCK TA ASSIGNMENTS	
POSITION	FUNCTION
1	Flasher Unit #1, Circuit 1/FTR1 (OLA, OLB)/FTR3 (OLE)
2	Flasher Unit #1, Circuit 2/FTR2 (OLC, OLD)/FTR3 (OLF)
3	Flash Transfer Relay Coils
4	AC -
5	Power Circuit 5
6	Power Circuit 5
7	Equipment Ground Bus
8	NC

Provide four spare load resistors mounted in each cabinet. Ensure each load resistor is rated as shown in the table below. Wire one side of each load resistor to AC-. Connect the other side of each resistor to a separate terminal on a four (4) position terminal block. Mount the load resistors and terminal block either inside the back of Output File No. 1 or on the upper area of the Service Panel.

ACCEPTABLE LOAD RESISTOR VALUES	
VALUE (ohms)	WATTAGE
1.5K – 1.9 K	25W (min)
2.0K – 3.0K	10W (min)

Provide Model 200 load switches, Model 204 flashers, Model 242 DC isolators, Model 252 AC isolators, and Model 206L power supply units that conform to CALTRANS' "Transportation Electrical Equipment Specifications" dated March 12, 2009 with Erratum 1.

C. Type 170 E Cabinet Physical Requirements:

Do not mold, cast, or scribe the name "City of Los Angeles" on the outside of the cabinet door as specified in LA Specification No. 54-053-08. Do not provide a Communications Terminal Panel as specified in LA Specification No. 54-053-08. Do not provide terminal block TBB on the Service Panel. Do not provide Cabinet Verification Test Program software or associated test jigs as specified in LA Specification No. 54-053-08.

Furnish unpainted, natural, aluminum cabinet shells. Ensure that all non-aluminum hardware on the cabinet is stainless steel or a Department approved non-corrosive alternate.

Ensure the lifting eyes, gasket channels, police panel, and all supports welded to the enclosure and doors are fabricated from 0.125 inch minimum thickness aluminum sheet and meet the same standards as the cabinet and doors.

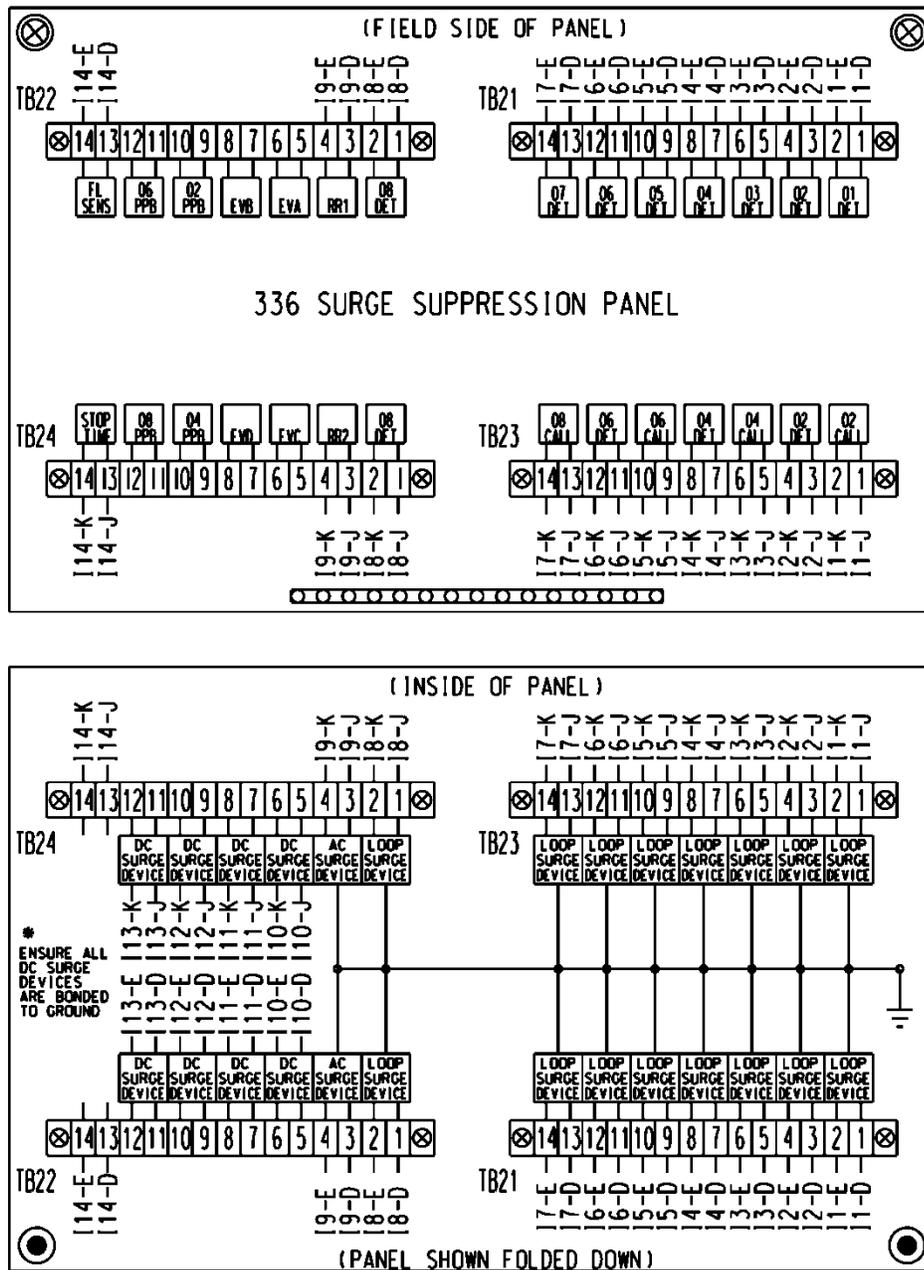
Provide front and rear doors with latching handles that allow padlocking in the closed position. Furnish 0.75 inch minimum diameter stainless steel handles with a minimum 0.5 inch shank. Place

the padlocking attachment at 4.0 inches from the handle shank center to clear the lock and key. Provide an additional 4.0 inches minimum gripping length.

Provide Corbin #2 locks on the front and rear doors. Provide one (1) Corbin #2 and one (1) police master key with each cabinet. Ensure main door locks allow removal of keys in the locked position only.

Provide a surge protection panel with 16 loop surge protection devices and designed to allow sufficient free space for wire connection/disconnection and surge protection device replacement. For model 332 cabinets, provide an additional 20 loop surge protection devices. Provide an additional two AC+ interconnect surge devices to protect one slot and eight DC surge protection devices to protect four slots. Provide no protection devices on slot I14.

For pole mounted cabinets, mount surge protection devices for the AC+ interconnect inputs, inductive loop detector inputs, and low voltage DC inputs on a swing down panel assembly fabricated from sturdy aluminum. Attach the swing down panel to the bottom rear cabinet rack assembly using thumb screws. Ensure the swing down panel allows for easy removal of the input file without removing the surge protection panel assembly or its parts. Have the surge protection devices mounted horizontally on the panel and soldered to the feed through terminals of four 14 position terminal blocks with #8 screws mounted on the other side. Ensure the top row of terminals is connected to the upper slots and the bottom row of terminals is connected to the bottom slots. Provide a 15 position copper equipment ground bus attached to the field terminal side (outside) of the swing down panel for termination of loop lead-in shield grounds. Ensure that a Number 4 AWG green wire connects the surge protection panel assembly ground bus to the main cabinet equipment ground.



For base mounted cabinets, mount surge protection panels on the left side of the cabinet as viewed from the rear. Attach each panel to the cabinet rack assembly using bolts and make it easily removable. Mount the surge protection devices in vertical rows on each panel and connect the devices to one side of 12 position, double row terminal blocks with #8 screws. For each surge protection panel, terminate all grounds from the surge protection devices on a copper equipment ground bus attached to the surge protection panel. Wire the terminals to the rear of a standard input file using spade lugs for input file protection.

Provide permanent labels that indicate the slot and the pins connected to each terminal that may be viewed from the rear cabinet door. Label and orient terminals so that each pair of inputs is next to each other. Indicate on the labeling the input file (I or J), the slot number (1-14) and the terminal pins of the input slots (either D & E for upper or J & K for lower).

Provide a minimum 14 x 16 inch pull out, hinged top shelf located immediately below controller mounting section of the cabinet. Ensure the shelf is designed to fully expose the table surface outside the controller at a height approximately even with the bottom of the controller. Ensure the shelf has a storage bin interior which is a minimum of 1 inch deep and approximately the same dimensions as the shelf. Provide an access to the storage area by lifting the hinged top of the shelf. Fabricate the shelf and slide from aluminum or stainless steel and ensure the assembly can support the 2070L controller plus 15 pounds of additional weight. Ensure shelf has a locking mechanism to secure it in the fully extended position and does not inhibit the removal of the 2070L controller or removal of cards inside the controller when fully extended. Provide a locking mechanism that is easily released when the shelf is to be returned to its non-use position directly under the controller.

D. Model 2018 Enhanced Conflict Monitor:

Furnish Model 2018 Enhanced Conflict Monitors that provide monitoring of 18 channels. Ensure each channel consists of a green, yellow, and red field signal input. Ensure that the conflict monitor meets or exceeds CALTRANS' Transportation Electrical Equipment Specifications dated March 12, 2009, with Erratum 1 (hereafter referred to as CALTRANS' 2009 TEES) for a model 210 monitor unit and other requirements stated in this specification.

Ensure the conflict monitor is provided with an 18 channel conflict programming card. Pin EE and Pin T of the conflict programming card shall be connected together. Pin 16 of the conflict programming card shall be floating. Ensure that the absence of the conflict programming card will cause the conflict monitor to trigger (enter into fault mode), and remain in the triggered state until the programming card is properly inserted and the conflict monitor is reset.

Provide a conflict monitor that incorporates LED indicators into the front panel to dynamically display the status of the monitor under normal conditions and to provide a comprehensive review of field inputs with monitor status under fault conditions. Ensure that the monitor indicates the channels that were active during a conflict condition and the channels that experienced a failure for all other per channel fault conditions detected. Ensure that these indications and the status of each channel are retained until the Conflict Monitor is reset. Furnish LED indicators for the following:

- AC Power (Green LED indicator)
- VDC Failed (Red LED indicator)
- WDT Error (Red LED indicator)
- Conflict (Red LED indicator)
- Red Fail (Red LED indicator)
- Dual Indication (Red LED indicator)
- Yellow/Clearance Failure (Red LED indicator)
- PCA/PC Ajar (Red LED indicator)
- Monitor Fail/Diagnostic Failure (Red LED indicator)
- 54 Channel Status Indicators (1 Red, 1 Yellow, and 1 Green LED indicator for each of the 18 channels)

Provide a switch to set the Red Fail fault timing. Ensure that when the switch is in the ON position the Red Fail fault timing value is set to 1350 +/- 150 ms (2018 mode). Ensure that when the switch is in the OFF position the Red Fail fault timing value is set to 850 +/- 150 ms (210 mode).

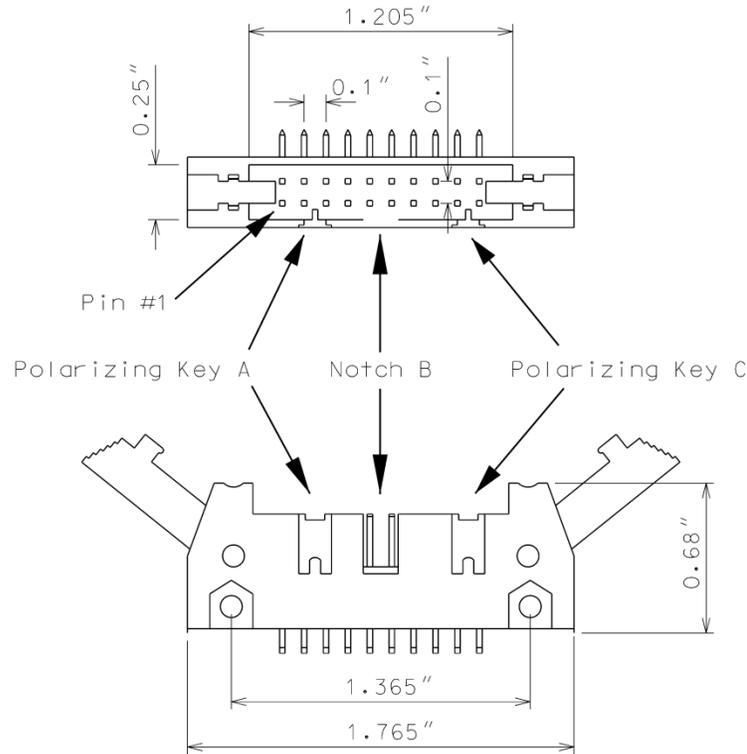
Provide a switch to set the Watchdog fault timing. Ensure that when the switch is in the ON position the Watchdog fault timing value is set to 1.0 +/- 0.1 s (2018 mode). Ensure that when the switch is in the OFF position the Watchdog fault timing value is set to 1.5 +/- 0.1 s (210 mode).

Provide a jumper or switch to set the AC line brown-out levels. Ensure that when the jumper is present or the switch is in the ON position the AC line dropout voltage threshold is 98 +/- 2 Vrms, the AC line restore voltage threshold is 103 +/- 2 Vrms, and the AC line brown-out timing value is set to 400 +/- 50ms (2018 mode). Ensure that when the jumper is not present or the switch is in the OFF position the AC line dropout voltage threshold is 92 +/- 2 Vrms, the AC line restore voltage threshold is 98 +/- 2 Vrms, and the AC line brown-out timing value is set to 80 +/- 17 ms (210 mode).

Provide a jumper or switch that will enable and disable the Watchdog Latch function. Ensure that when the jumper is not present or the switch is in the OFF position the Watchdog Latch function is disabled. In this mode of operation, a Watchdog fault will be reset following a power loss, brownout, or power interruption. Ensure that when the jumper is present or the switch is in the ON position the Watchdog Latch function is enabled. In this mode of operation, a Watchdog fault will be retained until a Reset command is issued.

Provide a jumper that will reverse the active polarity for pin #EE (output relay common). Ensure that when the jumper is not present pin #EE (output relay common) will be considered 'Active' at a voltage greater than 70 Vrms and 'Not Active' at a voltage less than 50 Vrms (Caltrans mode). Ensure that when the jumper is present pin #EE (output relay common) will be considered 'Active' at a voltage less than 50 Vrms and 'Not Active' at a voltage greater than 70 Vrms (Failsafe mode).

In addition to the connectors required by CALTRANS' 2009 TEES, provide the conflict monitor with a red interface connector mounted on the front of the monitor. Ensure the connector is a 20 pin, right angle, center polarized, male connector with latching clip locks and polarizing keys. Ensure the right angle solder tails are designed for a 0.062" thick printed circuit board. Keying of the connector shall be between pins 3 and 5, and between 17 and 19. Ensure the connector has two rows of pins with the odd numbered pins on one row and the even pins on the other row. Ensure the connector pin row spacing is 0.10" and pitch is 0.10". Ensure the mating length of the connector pins is 0.24". Ensure the pins are finished with gold plating 30μ" thick.



Ensure the red interface connector pins on the monitor have the following functions:

Pin #	Function	Pin #	Function
1	Channel 15 Red	2	Channel 16 Red
3	Channel 14 Red	4	Chassis Ground
5	Channel 13 Red	6	Special Function 2
7	Channel 12 Red	8	Special Function 1
9	Channel 10 Red	10	Channel 11 Red
11	Channel 9 Red	12	Channel 8 Red
13	Channel 7 Red	14	Channel 6 Red
15	Channel 5 Red	16	Channel 4 Red
17	Channel 3 Red	18	Channel 2 Red
19	Channel 1 Red	20	Red Enable

Ensure that removal of the P20 cable connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Provide Special Function 1 and Special Function 2 inputs to the unit which shall disable only Red Fail Monitoring when either input is sensed active. A Special Function input shall be sensed active when the input voltage exceeds 70 Vrms with a minimum duration of 550 ms. A Special Function input shall be sensed not active when the input voltage is less than 50 Vrms or the duration is less

than 250 ms. A Special Function input is undefined by these specifications and may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms or the duration is between 250 ms and 550 ms.

Ensure the conflict monitor recognizes field signal inputs for each channel that meet the following requirements:

- consider a Red input greater than 70 Vrms and with a duration of at least 500 ms as an “on” condition;
- consider a Red input less than 50 Vrms or with a duration of less than 200 ms as an “off” condition (no valid signal);
- consider a Red input between 50 Vrms and 70 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications;
- consider a Green or Yellow input greater than 25 Vrms and with a duration of at least 500 ms as an “on” condition;
- consider a Green or Yellow input less than 15 Vrms or with a duration of less than 200 ms as an “off” condition; and
- consider a Green or Yellow input between 15 Vrms and 25 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications.

Provide a conflict monitor that recognizes the faults specified by CALTRANS’ 2009 TEES and the following additional faults. Ensure the conflict monitor will trigger upon detection of a fault and will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input for the following failures:

1. **Red Monitoring or Absence of Any Indication (Red Failure):** A condition in which no “on” voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070 controller, ensure monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less than 700 ms when used with a 170 controller and 1200 ms when used with a 2070 controller, ensure conflict monitor will not trigger. Red fail monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. Have red monitoring occur when all of the following input conditions are in effect:
 - a) Red Enable input to monitor is active (Red Enable voltages are “on” at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 and 70 Vrms), and
 - b) Neither Special Function 1 nor Special Function 2 inputs are active.
 - c) Pin #EE (output relay common) is not active
2. **Short/Missing Yellow Indication Fault (Clearance Error):** Yellow indication following a green is missing or shorter than 2.7 seconds (with ± 0.1 -second accuracy). If a channel fails to detect an “on” signal at the Yellow input for a minimum of 2.7 seconds (± 0.1 second) following the detection of an “on” signal at a Green input for that channel, ensure that the monitor triggers and generates a clearance/short yellow error fault indication. Short/missing

yellow (clearance) monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. This fault shall not occur when the channel is programmed for Yellow Inhibit, when the Red Enable signal is inactive or pin #EE (output relay common) is active.

3. **Dual Indications on the Same Channel:** In this condition, more than one indication (R,Y,G) is detected as “on” at the same time on the same channel. If dual indications are detected for a period greater than 500 ms, ensure that the conflict monitor triggers and displays the proper failure indication (Dual Ind fault). If this condition is detected for less than 200 ms, ensure that the monitor does not trigger. G-Y-R dual indication monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. G-Y dual indication monitoring shall be enabled for all channels by use of a switch located on the conflict monitor. This fault shall not occur when the Red Enable signal is inactive or pin #EE (output relay common) is active.
4. **Configuration Settings Change:** The configuration settings are comprised of (as a minimum) the permissive diode matrix, dual indication switches, yellow disable jumpers, any option switches, any option jumpers, and the Watchdog Enable switch. Ensure the conflict monitor compares the current configuration settings with the previous stored configuration settings on power-up, on reset, and periodically during operation. If any of the configuration settings are changed, ensure that the conflict monitor triggers and causes the program card indicator to flash. Ensure that configuration change faults are only reset by depressing and holding the front panel reset button for a minimum of three seconds. Ensure the external remote reset input does not reset configuration change faults.

Ensure the conflict monitor will trigger and the AC Power indicator will flash at a rate of $2 \text{ Hz} \pm 20\%$ with a 50% duty cycle when the AC Line voltage falls below the “drop-out” level. Ensure the conflict monitor will resume normal operation when the AC Line voltage returns above the “restore” level. Ensure the AC Power indicator will remain illuminated when the AC voltage returns above the “restore” level. Should an AC Line power interruption occur while the monitor is in the fault mode, then upon restoration of AC Line power, the monitor will remain in the fault mode and the correct fault and channel indicators will be displayed.

Provide a flash interval of at least 6 seconds and at most 16 seconds in duration following a power-up, an AC Line interruption, or a brownout restore. Ensure the conflict monitor will suspend all fault monitoring functions, close the Output relay contacts, and flash the AC indicator at a rate of $4 \text{ Hz} \pm 20\%$ with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the “restore” level. If the watchdog input has not made 5 transitions between the True and False state within 10 ± 0.5 seconds, the monitor shall enter a WDT error fault condition.

Ensure the conflict monitor will monitor an intersection with a minimum of four approaches using the four-section Flashing Yellow Arrow (FYA) vehicle traffic signal as outlined by the NCHRP 3-54 research project for protected-permissive left turn signal displays. Ensure the conflict monitor will operate in the FYA mode and FYAc (Compact) mode as specified below to monitor each channel pair for the following fault conditions: Conflict, Flash Rate Detection, Red Fail, Dual Indication, and

Clearance. Provide a switch to select between the FYA mode and FYAc mode. Provide a switch to select each FYA phase movement for monitoring.

FYA mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 9 Red	Channel 10 Red	Channel 11 Red	Channel 12 Red
Yellow Arrow	Channel 9 Yellow	Channel 10 Yellow	Channel 11 Yellow	Channel 12 Yellow
Flashing Yellow Arrow	Channel 9 Green	Channel 10 Green	Channel 11 Green	Channel 12 Green
Green Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green

FYAc mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 1 Red	Channel 3 Red	Channel 5 Red	Channel 7 Red
Yellow Arrow	Channel 1 Yellow	Channel 3 Yellow	Channel 5 Yellow	Channel 7 Yellow
Flashing Yellow Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green
Green Arrow	Channel 9 Green	Channel 9 Yellow	Channel 10 Green	Channel 10 Yellow

If a FYA channel pair is enabled for FYA operation, the conflict monitor will monitor the FYA logical channel pair for the additional following conditions:

1. **Conflict:** Channel conflicts are detected based on the permissive programming jumpers on the program card. This operation remains unchanged from normal operation except for the solid Yellow arrow (FYA clearance) signal.
2. **Yellow Change Interval Conflict:** During the Yellow change interval of the Permissive Turn channel (flashing Yellow arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active. These conflicting channels shall be determined by the program card compatibility programming of the Permissive Turn channel (flashing Yellow arrow). During the Yellow change interval of the Protected Turn channel (solid Green arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active as determined by the program card compatibility programming of the Protected Turn channel (solid Green arrow).

3. **Flash Rate Detection:** The conflict monitor unit shall monitor for the absence of a valid flash rate for the Permissive turn channel (flashing Yellow arrow). If the Permissive turn channel (flashing Yellow arrow) is active for a period greater than 1600 milliseconds, ensure the conflict monitor triggers and puts the intersection into flash. If the Permissive turn channel (flashing Yellow arrow) is active for a period less than 1400 milliseconds, ensure the conflict monitor does not trigger. Ensure the conflict monitor will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input. Provide a jumper or switch that will enable and disable the Flash Rate Detection function. Ensure that when the jumper is not present or the switch is in the OFF position the Flash Rate Detection function is enabled. Ensure that when the jumper is present or the switch is in the ON position the Flash Rate Detection function is disabled.
4. **Red Monitoring or Absence of Any Indication (Red Failure):** The conflict monitor unit shall detect a red failure if there is an absence of voltage on all four of the inputs of a FYA channel pair (RA, YA, FYA, GA).
5. **Dual Indications on the Same Channel:** The conflict monitor unit shall detect a dual indication if two or more inputs of a FYA channel pair (RA, YA, FYA, GA) are “on” at the same time.
6. **Short/Missing Yellow Indication Fault (Clearance Error):** The conflict monitor unit shall monitor the solid Yellow arrow for a clearance fault when terminating both the Protected Turn channel (solid Green arrow) interval and the Permissive Turn channel (flashing Yellow arrow) interval.

Ensure that the conflict monitor will log at least nine of the most recent events detected by the monitor in non-volatile EEPROM memory (or equivalent). For each event, record at a minimum the time, date, type of event, status of each field signal indication with RMS voltage, and specific channels involved with the event. Ensure the conflict monitor will log the following events: monitor reset, configuration, previous fault, and AC line. Furnish the signal sequence log that shows all channel states (Greens, Yellows, and Reds) and the Red Enable State for a minimum of 2 seconds prior to the current fault trigger point. Ensure the display resolution of the inputs for the signal sequence log is not greater than 50 ms.

For conflict monitors used within an Ethernet communications system, provide a conflict monitor with an Ethernet 10/100 Mbps, RJ-45 port for data communication access to the monitor by a local notebook computer and remotely via a workstation or notebook computer device connected to the signal system local area network. The Ethernet port shall be electrically isolated from the conflict monitor’s electronics and shall provide a minimum of 1500 Vrms isolation. Integrate monitor with Ethernet network in cabinet. Provide software to retrieve the time and date from a network server in order to synchronize the on-board times between the conflict monitor and the controller. Furnish and install the following Windows based, graphic user interface software on workstations and notebook computers where the signal system client software is installed: 1) software to view and retrieve all event log information, 2) software that will search and display a list of conflict monitor IP addresses and IDs on the network, and 3) software to change the conflict monitor’s network parameters such as IP address and subnet mask.

For non-Ethernet connected monitors, provide a RS-232C/D compliant port (DB-9 female connector) on the front panel of the conflict monitor in order to provide communications from the conflict monitor to the 170/2070 controller or to a Department-furnished laptop computer. Electrically isolate the port interface electronics from all monitor electronics, excluding Chassis Ground. Ensure that the controller can receive all event log information through a controller

Asynchronous Communications Interface Adapter (Type 170E) or Async Serial Comm Module (2070). Furnish and connect a serial cable from the conflict monitor's DB-9 connector to Comm Port 1 of the 2070 controller. Ensure conflict monitor communicates with the controller. Provide a Windows based graphic user interface software to communicate directly through the same monitor RS-232C/D compliant port to retrieve and view all event log information to a Department-furnished laptop computer. The RS-232C/D compliant port on the monitor shall allow the monitor to function as a DCE device with pin connections as follows:

Conflict Monitor RS-232C/D (DB-9 Female) Pinout		
Pin Number	Function	I/O
1	DCD	O
2	TX Data	O
3	RX Data	I
4	DTR	I
5	Ground	-
6	DSR	O
7	CTS	I
8	RTS	O
9	NC	-

MONITOR BOARD EDGE CONNECTOR

Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 2 Yellow
2	Channel 13 Green	B	Channel 6 Green
3	Channel 6 Yellow	C	Channel 15 Green
4	Channel 4 Green	D	Channel 4 Yellow
5	Channel 14 Green	E	Channel 8 Green
6	Channel 8 Yellow	F	Channel 16 Green
7	Channel 5 Green	H	Channel 5 Yellow
8	Channel 13 Yellow	J	Channel 1 Green
9	Channel 1 Yellow	K	Channel 15 Yellow
10	Channel 7 Green	L	Channel 7 Yellow
11	Channel 14 Yellow	M	Channel 3 Green
12	Channel 3 Yellow	N	Channel 16 Yellow
13	Channel 9 Green	P	Channel 17 Yellow
14	Channel 17 Green	R	Channel 10 Green
15	Channel 11 Yellow	S	Channel 11 Green
16	Channel 9 Yellow	T	Channel 18 Yellow
17	Channel 18 Green	U	Channel 10 Yellow
--		--	
18	Channel 12 Yellow	V	Channel 12 Green
19	Channel 17 Red	W	Channel 18 Red
20	Chassis Ground	X	Not Assigned
21	AC-	Y	DC Common
22	Watchdog Timer	Z	External Test Reset
23	+24VDC	AA	+24VDC
24	Tied to Pin 25	BB	Stop Time (Output)
25	Tied to Pin 24	CC	Not Assigned
26	Not Assigned	DD	Not Assigned
27	Relay Output, Side #3, N.O.	EE	Relay Output, Side #2, Common
28	Relay Output, Side #1, N.C.	FF	AC+

-- Slotted for keying between Pins 17/U and 18/V

CONFLICT PROGRAM CARD PIN ASSIGNMENTS

Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 1 Green
2	Channel 3 Green	B	Channel 2 Green
3	Channel 4 Green	C	Channel 3 Green
4	Channel 5 Green	D	Channel 4 Green
5	Channel 6 Green	E	Channel 5 Green
6	Channel 7 Green	F	Channel 6 Green
7	Channel 8 Green	H	Channel 7 Green
8	Channel 9 Green	J	Channel 8 Green
9	Channel 10 Green	K	Channel 9 Green
10	Channel 11 Green	L	Channel 10 Green
11	Channel 12 Green	M	Channel 11 Green
12	Channel 13 Green	N	Channel 12 Green
13	Channel 14 Green	P	Channel 13 Green
14	Channel 15 Green	R	Channel 14 Green
15	Channel 16 Green	S	Channel 15 Green
16	N/C	T	PC AJAR
17	Channel 1 Yellow	U	Channel 9 Yellow
18	Channel 2 Yellow	V	Channel 10 Yellow
19	Channel 3 Yellow	W	Channel 11 Yellow
20	Channel 4 Yellow	X	Channel 12 Yellow
21	Channel 5 Yellow	Y	Channel 13 Yellow
22	Channel 6 Yellow	Z	Channel 14 Yellow
23	Channel 7 Yellow	AA	Channel 15 Yellow
24	Channel 8 Yellow	BB	Channel 16 Yellow
--		--	
25	Channel 17 Green	CC	Channel 17 Yellow
26	Channel 18 Green	DD	Channel 18 Yellow
27	Channel 16 Green	EE	PC AJAR (Program Card)
28	Yellow Inhibit Common	FF	Channel 17 Green

-- Slotted for keying between Pins 24/BB and 25/CC

characteristics as shown in the wiring detail in Figure 1. Provide 4 terminal screws with saddle clamps.

Provide fuses F1 and F2 as a UL Listed ¼" x 1-1/4" glass tube rated at 250 volts with a 10kA interrupting rating. Ensure F1 non-delay (fast-acting) and F2 slow-blow (time-delay) fuses have a maximum opening times of 60 minutes and 120 seconds for currents of 135 and 200 percent of the ampere rating, respectively. Ensure F2 slow-blow (time-delay) fuses have a minimum opening times of 12 seconds at 200 percent of the ampere rating. Provide fuse holders that are UL Recognized panel-mounted holders rated 250V, 15 ampere minimum with bayonet-type knobs which accept ¼" x 1-1/4" glass tube fuses.

Provide terminal blocks that are rated for 300V and are made of electrical grade thermoplastic or thermosetting plastic. Ensure each terminal block is of closed back design and has recessed-screw terminals with molded barriers between terminals. Ensure each terminal block is labeled with a block designation. Ensure each terminal is labeled with the function and a number.

Provide 3/4-inch diameter radial lead UL-recognized metal oxide varistors (MOVs) that have electrical performance as outlined below.

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

Provide resistor R1 as a 2K ohm, 12 watt, wirewound resistor with tinned terminals and attaching leads. Ensure the resistor is spaced apart from surrounding wires.

Provide a LED or incandescent lamp that has a voltage rating of 120 VAC with a minimum life rating at 50,000 hours.

Wire the preemption and sign control box as shown in Figure 1.

4. MICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE DETECTION ZONES

4.1. DESCRIPTION

Design, furnish and install a microwave vehicle detection system with the manufacturer recommended cables and hardware in accordance to the plans and specifications. Ensure the detection system provides multiple detection zones.

4.2. MATERIALS

Provide design drawings showing design details and microwave sensor locations for review and acceptance before installation. Provide mounting height and location requirements for microwave sensor units on the design based on a site survey. Design microwave vehicle detection system with all necessary hardware. Indicate all necessary poles, spans, mast arms, luminaire arms, cables, microwave sensor mounting assemblies and hardware to achieve the required detection zones where Department owned poles are not adequate to locate the microwave sensor units. Do not design for the installation of poles in medians.

Obtain the Engineer's approval before furnishing microwave vehicle detection system. The contractor is responsible for the final design of microwave vehicle detection system. Review and acceptance of the designs by the Department does not relieve the contractor from the responsibility to provide fully functional systems and to ensure that the required detection zones can be provided. With the exception of contractor-furnished poles, mast arms, and luminaire arms, furnish material, equipment, and hardware under this section that is pre-approved on the ITS and Signals QPL. Submit and obtain Engineer's approval of shop drawings for any poles, mast arms, and luminaire arms provided by the contractor prior to ordering from manufacturer.

Provide a detector for either side-fire or forward-fire configuration. Ensure the detector will detect vehicles in sunny, cloudy, rainy, snowy, and foggy weather conditions. Ensure the detector can operate from the voltage supplied by a NEMA TS-1/TS-2 or Type 332 or 336 traffic signal cabinet. Ensure the detector can provide detection calls to the traffic signal controller within a NEMA TS-1/TS-2 or Type 332 or 336 cabinet. Ensure the detection system provides a constant call in the event of a component failure or loss of power. Ensure the detector has an operating temperature range of -30 to 165 degrees F and operates within the frequency range of 10 to 25 GHz. Ensure the detector is provided with a water-tight housing offering NEMA 4X protection and operates properly in up to 95% relative humidity, non-condensing.

Provide each detector unit to allow the placement of at least 8 detection zones with a minimum of 8 detection channel outputs. When the microwave vehicle detection system requires an integrated card rack interface(s), provide only enough interface cards to implement the vehicle detection shown on the signal plans. Provide a means acceptable to the Engineer to configure traffic lanes and detection zones. Provide each channel output with a programmable means to delay the output call upon activation of a detection zone that is adjustable in one second increments (maximum) over the range of 0 to 25 seconds. Provide each channel output with a programmable means to extend the output call that is adjustable in one second increments (maximum) over the range of 0 to 25 seconds. Ensure both delay and extend timing can be set for the same channel output.

For advance detection system, ensure the detector senses vehicles in motion at a range of 50 to 400 feet from the detector unit for forward-fire configuration and a range of 50 to 200 feet from the detector unit for side-fire configuration with an accuracy of 95% for both configurations. Ensure the advance detection system provides each channel output call of at least 100 ms in duration.

For stop bar presence detection system, ensure the detector outputs a constant call while a vehicle is in the detection zone and removes the call after all vehicles exit the detection zone.

Ensure the presence detector unit can cover a detection zone as shown on the plans and has an effective range of 10 to 120 feet from the detector unit.

For units without an integrated card rack interface, provide Form C output relay contacts rated a minimum of 3A, 24VDC.

If a laptop is used to adjust detector settings, ensure that software is licensed for use by the Department and by any other agency responsible for maintaining or operating the microwave detection system. Provide the Department with a license to duplicate and distribute the software as necessary for design and maintenance support.

After initial detector configuration and installation, ensure routine adjustments or calibration are not needed to maintain acceptable performance.

4.3. CONSTRUCTION METHODS

Install the microwave vehicle detection system in accordance with the manufacturer’s recommendations.

Monitor and maintain each detector unit during construction to ensure microwave vehicle detection system is functioning properly and aimed for the detection zone shown in the plans. Refer to Subarticle 1700-3 (D) Maintenance and Repair of Materials of the *Standard Specifications* for failure to maintain the microwave detection system.

4.4. MEASUREMENT AND PAYMENT

Actual number of microwave vehicle detection systems – multiple zones furnished, installed, and accepted.

No measurement will be made of cables or hardware, as these will be considered incidental to furnishing and installing microwave vehicle detection systems.

Payment will be made under:

Microwave Vehicle Detection System – Multiple Zones..... Each

5. ETHERNET EDGE SWITCH

Furnish and install a managed Ethernet edge switch as specified below that is fully compatible, interoperable, and completely interchangeable and functional within the existing City, Division, or Statewide traffic signal system communications network.

5.1. DESCRIPTION

A. Ethernet Edge Switch:

Furnish and install a hardened, field Ethernet edge switch (hereafter “edge switch”) for the traffic signal controller or ITS device as specified below. Ensure that the edge switch provides wire-speed, fast Ethernet connectivity at transmission rates of 1000 megabits per second from each remote traffic signal controller or ITS device location to the routing switches.

Contact the City or NCDIT to arrange for the programming of the new Field Ethernet Switches with the necessary network configuration data, including but not limited to, the IP Address, Default Gateway, Subnet Mask and VLAN ID information. Provide a minimum ten (10) working days notice to allow the City or NCDIT to program the new devices.

B. Network Management:

Ensure that the edge switch is fully compatible with the existing City, Division, or Statewide Network Management Software.

5.2. MATERIALS**A. General:**

Ensure that the edge switch is fully compatible and interoperable with the trunk Ethernet network interface and that the edge switch supports half and full duplex Ethernet communications.

Furnish an edge switch that provide 99.999% error-free operation, and that complies with the Electronic Industries Alliance (EIA) Ethernet data communication requirements using single-mode fiber-optic transmission medium and copper transmission medium. Ensure that the edge switch has a minimum mean time between failures (MTBF) of 10 years, or 87,600 hours, as calculated using the Bellcore/Telcordia SR-332 standard for reliability prediction.

B. Compatibility Acceptance

The Engineer has the authority to require the Contractor to submit a sample Field Ethernet Switch and SFP along with all supporting documentation, software and testing procedures to allow a compatibility acceptance test be performed prior to approving the proposed Field Ethernet Switch and Field Ethernet Transceiver for deployment. **The Compatibility Acceptance testing will ensure that the proposed device is 100% compatible and interoperable with the existing City, Division, or Statewide Signal System network, monitoring software and Traffic Operations Center network hardware.** Allow fifteen (15) working days for the Compatibility Acceptance Testing to be performed

C. Standards:

Ensure that the edge switch complies with all applicable IEEE networking standards for Ethernet communications, including but not limited to:

- IEEE 802.1D standard for media access control (MAC) bridges used with the Spanning Tree Protocol (STP);
- IEEE 802.1Q standard for port-based virtual local area networks (VLANs);
- IEEE 802.1P standard for Quality of Service (QoS);
- IEEE 802.1w standard for MAC bridges used with the Rapid Spanning Tree Protocol (RSTP);
- IEEE 802.1s standard for MAC bridges used with the Multiple Spanning Tree Protocol;
- IEEE 802.1x standard for port based network access control, including RADIUS;
- IEEE 802.3 standard for local area network (LAN) and metropolitan area network (MAN) access and physical layer specifications;
- IEEE 802.3u supplement standard regarding 100 Base TX/100 Base FX;
- IEEE 802.3x standard regarding flow control with full duplex operation; and
- IFC 2236 regarding IGMP v2 compliance.
- IEEE 802.1AB Link Layer Discovery Protocol (LLDP)
- IEEE 802.3ad Ethernet Link Aggregation
- IEEE 802.3i for 10BASE-T (10 Mbit/s over Fiber-Optic)
- IEEE 802.3ab for 1000BASE-T (1Gbit/s over Ethernet)
- IEEE 802.3z for 1000BASE-X (1 Gbit/s Ethernet over Fiber-Optic)

D. Functional:

Ensure that the edge switch supports all Layer 2 management features and certain Layer 3 features related to multicast data transmission and routing. These features shall include, but not be limited to:

- An STP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1D standard.
- An RSTP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1w standard.
- An Ethernet edge switch that is a port-based VLAN and supports VLAN tagging that meets or exceeds specifications as published in the IEEE 802.1Q standard, and has a minimum 4-kilobit VLAN address table (254 simultaneous).
- A forwarding/filtering rate that is a minimum of 14,880 packets per second for 10 megabits per second and 148,800 packets per second for 100 megabits per second.
- A minimum 4-kilobit MAC address table.
- Support of Traffic Class Expediting and Dynamic Multicast Filtering.
- Support of, at a minimum, snooping of Version 2 & 3 of the Internet Group Management Protocol (IGMP).
- Support of remote and local setup and management via telnet or secure Web-based GUI and command line interfaces.
- Support of the Simple Network Management Protocol version 3 (SNMPv3). Verify that the Ethernet edge switch can be accessed using the resident EIA-232 management port, a telecommunication network, or the Trivial File Transfer Protocol (TFTP).
- Port security through controlling access by the users. Ensure that the Ethernet edge switch has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network.
- Support of remote monitoring (RMON-1 & RMON-2) of the Ethernet agent.
- Support of the TFTP and SNMP. Ensure that the Ethernet edge switch supports port mirroring for troubleshooting purposes when combined with a network analyzer.

E. Physical Features:

Ports: Provide 10/100/1000 Mbps auto-negotiating ports (RJ-45) copper Fast Ethernet ports for all edge switches. Provide auto-negotiation circuitry that will automatically negotiate the highest possible data rate and duplex operation possible with attached devices supporting the IEEE 802.3 Clause 28 auto-negotiation standard.

Optical Ports: Ensure that all fiber-optic link ports operate at 1310 or 1550 nanometers in single mode. Provide Type LC connectors for the optical ports, as specified in the Plans or by the Engineer. Do not use mechanical transfer registered jack (MTRJ) type connectors.

Provide an edge switch having a minimum of two optical 100/1000 Base X ports capable of transmitting data at 100/1000 megabits per second. Ensure that each optical port consists of a pair of fibers; one fiber will transmit (TX) data and one fiber will receive (RX) data. Ensure that the optical ports have an optical power budget of at least 15 dB. Provide small form-factor pluggable modules (SFPs) with a maximum range that meets or exceeds the distance requirement as indicated on the Plans.

Copper Ports: Provide an edge switch that includes a minimum of four copper ports. Provide Type RJ-45 copper ports and that auto-negotiate speed (i.e., 10/100/1000 Base) and duplex (i.e., full

or half). Ensure that all 10/100/1000 Base TX ports meet the specifications detailed in this section and are compliant with the IEEE 802.3 standard pinouts. Ensure that all Category 6 unshielded twisted pair/shielded twisted pair network cables are compliant with the EIA/TIA-568-B standard.

Port Security: Ensure that the edge switch supports/complies with the following (remotely) minimum requirements:

- Ability to configure static MAC addresses access;
- Ability to disable automatic address learning per ports; know hereafter as Secure Port. Secure Ports only forward; and
- Trap and alarm upon any unauthorized MAC address and shutdown for programmable duration. Port shutdown requires administrator to manually reset the port before communications are allowed.

F. Management Capabilities:

Ensure that the edge switch supports all Layer 2 management features and certain Layer 3 features related to multicast data transmission and routing. These features shall include, but not be limited to:

- An STP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1 D standards;
- An RSTP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1w standard;
- An Ethernet edge switch that is a port-based VLAN and supports VLAN tagging that meets or exceeds specifications as published in the IEEE 802.1Q standard, and has a minimum 4-kilobit VLAN address table (254 simultaneous);
- A forwarding/filtering rate that is a minimum of 14,880 packets per second for 10 megabits per second, 148,800 packets per second for 100 megabits per second and 1,488,000 packets per second for 1000 megabits per second;
- A minimum 4-kilobit MAC address table;
- Support of Traffic Class Expediting and Dynamic Multicast Filtering.
- Support of, at a minimum, snooping of Version 2 & 3 of the Internet Group Management Protocol (IGMP);
- Support of remote and local setup and management via telnet or secure Web-based GUI and command line interfaces; and
- Support of the Simple Network Management Protocol (SNMP). Verify that the Ethernet edge switch can be accessed using the resident EIA-232 management port, a telecommunication network, or the Trivial File Transfer Protocol (TFTP).

Network Capabilities: Provide an edge switch that supports/complies with the following minimum requirements:

- Provide full implementation of IGMPv2 snooping (RFC 2236);
- Provide full implementation of SNMPv1, SNMPv2c, and/or SNMPv3;
- Provide support for the following RMON–I groups, at a minimum:
 - Part 1: Statistics
 - Part 2: History
 - Part 3: Alarm
 - Part 9: Event
- Provide support for the following RMON–2 groups, at a minimum:

- Part 13: Address Map
- Part 17: Layer Matrix
- Part 16: Layer Host
- Part 18: User History

- Capable of mirroring any port to any other port within the switch;
- Meet the IEEE 802.1Q (VLAN) standard per port for up to four VLANs;
- Meet the IEEE 802.3ad (Port Trunking) standard for a minimum of two groups of four ports;
- Password manageable;
- Telnet/CLI;
- HTTP (Embedded Web Server) with Secure Sockets Layer (SSL); and
- Full implementation of RFC 783 (TFTP) to allow remote firmware upgrades.

Network Security: Provide an edge switch that supports/complies with the following (remotely) minimum network security requirements:

- Multi-level user passwords;
- RADIUS centralized password management (IEEE 802.1X);
- SNMPv3 encrypted authentication and access security;
- Port security through controlling access by the users: ensure that the Ethernet edge switch has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network;
- Support of remote monitoring (RMON-1&2) of the Ethernet agent; and
- Support of the TFTP and SNTP. Ensure that the Ethernet edge switch supports port mirroring for troubleshooting purposes when combined with a network analyzer.

G. Electrical Specifications:

Ensure that the edge switch operates and power is supplied with 115 volts of alternating current (VAC). Ensure that the edge switch has a minimum operating input of 110 VAC and a maximum operating input of 130 VAC. Ensure that if the device requires operating voltages other than 120 VAC, supply the required voltage converter. Ensure that the maximum power consumption does not exceed 50 watts. Ensure that the edge switch has diagnostic light emitting diodes (LEDs), including link, TX, RX, speed (for Category 6 ports only), and power LEDs.

H. Environmental Specifications:

Ensure that the edge switch performs all of the required functions during and after being subjected to an ambient operating temperature range of -30 degrees to 165 degrees Fahrenheit as defined in the environmental requirements section of the NEMA TS 2 standard, with a noncondensing humidity of 0 to 95%.

Provide certification that the device has successfully completed environmental testing as defined in the environmental requirements section of the NEMA TS 2 standard. Provide certification that the device meets the vibration and shock resistance requirements of Sections 2.1.9 and 2.1.10, respectively, of the NEMA TS 2 standard. Ensure that the edge switch is protected from rain, dust, corrosive elements, and typical conditions found in a roadside environment.

The edge switch shall meet or exceed the following environmental standards:

- IEEE 1613 (electric utility substations)
- IEC 61850-3 (electric utility substations)
- IEEE 61800-3 (variable speed drive systems)

- IEC 61000-6-2 (generic industrial)
- EMF – FCC Part 15 CISPR (EN5502) Class A

I. Ethernet Patch Cable:

Furnish a factory pre-terminated/pre-connectorized Ethernet patch cable with each edge switch. Furnish Ethernet patch cables meeting the following physical requirements:

- Five (5)-foot length
- Category 6 or better
- Factory-installed RJ-45 connectors on both ends
- Molded anti-s snag hoods over connectors
- Gold plated connectors
- Copper-clad aluminum is **NOT** allowed.

Furnish Fast Ethernet patch cords meeting the following minimum performance requirements:

- TIA/EIA-568-B-5, Additional Transmission Performance Specifications for 4-pair 100 Ω Enhanced Category 6 Cabling
- Frequency Range: 1-100 MHz
- Near-End Crosstalk (NEXT): 30.1 dB
- Power-sum NEXT: 27.1 dB
- Attenuation to Crosstalk Ratio (ACR): 6.1 dB
- Power-sum ACR: 3.1 dB
- Return Loss: 10dB
- Propagation Delay: 548 nsec

5.3. CONSTRUCTION METHODS

A. General:

Ensure that the edge switch is UL listed.

Verify that network/field/data patch cords meet all ANSI/EIA/TIA requirements for Category 6 four-pair unshielded twisted pair cabling with stranded conductors and RJ45 connectors.

Contact the City, Division, or NCDIT a minimum of 10 working days prior to installation to allow for the programming of the edge switch.

B. Edge Switch:

Mount the edge switch inside each field cabinet by securely fastening the edge switch to the upper end of the right rear vertical rail of the equipment rack using manufacturer-recommended or Engineer-approved attachment methods, attachment hardware and fasteners.

Ensure that the edge switch is mounted securely in the cabinet and is fully accessible by field technicians without blocking access to other equipment. Verify that fiber-optic jumpers consist of a length of cable that has connectors on both ends, primarily used for interconnecting termination or patching facilities and/or equipment.

5.4. MEASUREMENT AND PAYMENT

Ethernet edge switch will be measured and paid as the actual number of Ethernet edge switches furnished, installed, and accepted.

No separate measurement will be made for Ethernet patch cable, small form factor pluggable modules (SFPs), power cord, mounting hardware, nuts, bolts, brackets, or edge switch programming as these will be considered incidental to furnishing and installing the edge switch.

Payment will be made under:

Ethernet Edge Switch.....Each

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0015000000-N	205	SEALING ABANDONED WELLS	5 EA		
0004	0022000000-E	225	UNCLASSIFIED EXCAVATION	14,500 CY		
0005	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0006	0057000000-E	226	UNDERCUT EXCAVATION	450 CY		
0007	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0008	0134000000-E	240	DRAINAGE DITCH EXCAVATION	670 CY		
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	400 CY		
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	700 SY		
0011	0255000000-E	SP	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	50 TON		
0012	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	956 TON		
0013	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	4,804 SY		
0014	0335200000-E	305	15" DRAINAGE PIPE	1,212 LF		
0015	0335300000-E	305	18" DRAINAGE PIPE	148 LF		
0016	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	308 LF		
0017	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	32 LF		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	824 LF		
0019	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	956 LF		
0020	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	96 LF		
0021	0449000000-E	310	*** RC PIPE CULVERTS, CLASS V (18")	40 LF		
0022	0449000000-E	310	*** RC PIPE CULVERTS, CLASS V (24")	176 LF		
0023	0449000000-E	310	*** RC PIPE CULVERTS, CLASS V (30")	156 LF		
0024	0654000000-E	310	**** X **** CS PIPE ARCH CULVERTS, ***** THICK (42" X 29", 0.064")	88 LF		
0025	0995000000-E	340	PIPE REMOVAL	1,662 LF		
0026	1099500000-E	505	SHALLOW UNDERCUT	100 CY		
0027	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	200 TON		
0028	1112000000-E	505	GEOTEXTILE FOR SUBGRADE STABILIZATION	300 SY		
0029	1121000000-E	520	AGGREGATE BASE COURSE	1,090 TON		
0030	1220000000-E	545	INCIDENTAL STONE BASE	300 TON		
0031	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (2-1/2")	21,540 SY		
0032	1330000000-E	607	INCIDENTAL MILLING	4,320 SY		
0033	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	12,730 TON		
0034	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	11,010 TON		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	6,550 TON		
0036	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,490 TON		
0037	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	450 TON		
0038	2022000000-E	815	SUBDRAIN EXCAVATION	112 CY		
0039	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	500 SY		
0040	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	84 CY		
0041	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	500 LF		
0042	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA		
0043	2077000000-E	815	6" OUTLET PIPE	6 LF		
0044	2209000000-E	838	ENDWALLS	3.95 CY		
0045	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	23 EA		
0046	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	12 EA		
0047	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	2 EA		
0048	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	1 EA		
0049	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	3 EA		
0050	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	3 EA		
0051	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,950 LF		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0052	2570000000-N	SP	MODIFIED CONCRETE FLUME	1 EA		
0053	2591000000-E	848	4" CONCRETE SIDEWALK	570 SY		
0054	2605000000-N	848	CONCRETE CURB RAMPS	2 EA		
0055	2612000000-E	848	6" CONCRETE DRIVEWAY	1,160 SY		
0056	2619000000-E	850	4" CONCRETE PAVED DITCH	20 SY		
0057	2647000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	120 SY		
0058	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA		
0059	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	46 EA		
0060	3030000000-E	862	STEEL BEAM GUARDRAIL	300 LF		
0061	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0062	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	1 EA		
0063	3287000000-N	862	GUARDRAIL END UNITS, TYPE TL-3	1 EA		
0064	3628000000-E	876	RIP RAP, CLASS I	75 TON		
0065	3649000000-E	876	RIP RAP, CLASS B	135 TON		
0066	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	1,910 SY		
0067	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	517 LF		
0068	4102000000-N	904	SIGN ERECTION, TYPE E	50 EA		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0069	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	2 EA		
0070	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	25 EA		
0071	4158000000-N	907	DISPOSAL OF SIGN SYSTEM, WOOD	4 EA		
0072	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	312 SF		
0073	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	336 SF		
0074	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	40 SF		
0075	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA		
0076	4430000000-N	1130	DRUMS	90 EA		
0077	4435000000-N	1135	CONES	25 EA		
0078	4445000000-E	1145	BARRICADES (TYPE III)	64 LF		
0079	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	10 LF		
0080	4455000000-N	1150	FLAGGER	950 DAY		
0081	4510000000-N	1190	LAW ENFORCEMENT	112 HR		
0082	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	156 EA		
0083	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	10,568 LF		
0084	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	36,703 LF		
0085	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	262 LF		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0086	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	396 LF		
0087	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	111 EA		
0088	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)	1,450 LF		
0089	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	166,661 LF		
0090	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	7,384 LF		
0091	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	64 LF		
0092	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	642 LF		
0093	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	150 EA		
0094	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	32,232 LF		
0095	4865000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	37 LF		
0096	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	4 EA		
0097	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM POLYCARBONATE H-SHAPED MARKERS	312 EA		
0098	5325400000-E	1510	4" WATER LINE	21 LF		
0099	5325600000-E	1510	6" WATER LINE	2,570 LF		
0100	5326200000-E	1510	12" WATER LINE	4,513 LF		
0101	5326600000-E	1510	16" WATER LINE	2,859 LF		
0102	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	19,845 LB		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0103	5538000000-E	1515	4" VALVE	1 EA		
0104	5540000000-E	1515	6" VALVE	16 EA		
0105	5558000000-E	1515	12" VALVE	8 EA		
0106	5558600000-E	1515	16" VALVE	8 EA		
0107	5572200000-E	1515	12" TAPPING SLEEVE & VALVE	1 EA		
0108	5589200000-E	1515	2" AIR RELEASE VALVE	1 EA		
0109	5648000000-N	1515	RELOCATE WATER METER	34 EA		
0110	5666000000-N	1515	FIRE HYDRANT	5 EA		
0111	5673000000-E	1515	FIRE HYDRANT LEG	51 LF		
0112	5678200000-E	1515	4" LINE STOP	1 EA		
0113	5686500000-E	1515	WATER SERVICE LINE	1,539 LF		
0114	5709200000-E	1520	4" FORCE MAIN SEWER	1,102 LF		
0115	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	650 LB		
0116	5800000000-E	1530	ABANDON 6" UTILITY PIPE	2,367 LF		
0117	5804000000-E	1530	ABANDON 12" UTILITY PIPE	4,459 LF		
0118	5810000000-E	1530	ABANDON 16" UTILITY PIPE	2,842 LF		
0119	5815500000-N	1530	REMOVE FIRE HYDRANT	4 EA		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0120	5828000000-N	1530	REMOVE UTILITY MANHOLE	1 EA		
0121	5835000000-E	1540	*** ENCASEMENT PIPE (8")	162 LF		
0122	5835600000-E	1540	12" ENCASEMENT PIPE	480 LF		
0123	5836000000-E	1540	24" ENCASEMENT PIPE	286 LF		
0124	5872500000-E	1550	BORE AND JACK OF *** (12")	340 LF		
0125	5872500000-E	1550	BORE AND JACK OF *** (24")	265 LF		
0126	5872500000-E	1550	BORE AND JACK OF *** (8")	70 LF		
0127	6000000000-E	1605	TEMPORARY SILT FENCE	5,585 LF		
0128	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	930 TON		
0129	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	670 TON		
0130	6012000000-E	1610	SEDIMENT CONTROL STONE	710 TON		
0131	6015000000-E	1615	TEMPORARY MULCHING	25 ACR		
0132	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1,600 LB		
0133	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	9 TON		
0134	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF		
0135	6029000000-E	SP	SAFETY FENCE	600 LF		
0136	6030000000-E	1630	SILT EXCAVATION	2,150 CY		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0137	6036000000-E	1631	MATTING FOR EROSION CONTROL	13,500 SY		
0138	6037000000-E	1629	COIR FIBER MAT	20 SY		
0139	6042000000-E	1632	1/4" HARDWARE CLOTH	725 LF		
0140	6043000000-E	1644	LOW PERMEABILITY GEOTEXTILE	300 SY		
0141	6070000000-N	1639	SPECIAL STILLING BASINS	4 EA		
0142	6071002000-E	1642	FLOCCULANT	1,570 LB		
0143	6071010000-E	1642	WATTLE	5,100 LF		
0144	6071030000-E	1640	COIR FIBER BAFFLE	225 LF		
0145	6071050000-E	1644	*** SKIMMER (1-1/2")	2 EA		
0146	6084000000-E	1660	SEEDING & MULCHING	24 ACR		
0147	6087000000-E	1660	MOWING	15 ACR		
0148	6090000000-E	1661	SEED FOR REPAIR SEEDING	300 LB		
0149	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.75 TON		
0150	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	550 LB		
0151	6108000000-E	1665	FERTILIZER TOPDRESSING	16 TON		
0152	6111000000-E	SP	IMPERVIOUS DIKE	50 LF		
0153	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0154	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	25 EA		
0155	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	3 EA		
0156	6132000000-N	SP	GENERIC EROSION CONTROL ITEM PREFABRICATED CONCRETE WASHOUT	15 EA		
0157	6141000000-E	SP	GENERIC EROSION CONTROL ITEM PERMANENT SOIL REINFORCEMENT MAT, TYPE 2	700 SY		
0158	7060000000-E	1705	SIGNAL CABLE	5,630 LF		
0159	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	38 EA		
0160	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	9 EA		
0161	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	5 EA		
0162	7252000000-E	1710	MESSENGER CABLE (1/4")	4,105 LF		
0163	7264000000-E	1710	MESSENGER CABLE (3/8")	1,950 LF		
0164	7279000000-E	1715	TRACER WIRE	200 LF		
0165	7288000000-E	1715	PAVED TRENCHING (***** (1, 2"))	300 LF		
0166	7300000000-E	1715	UNPAVED TRENCHING (***** (1, 2"))	195 LF		
0167	7301000000-E	1715	DIRECTIONAL DRILL (***** (2, 2"))	120 LF		
0168	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	5 EA		
0169	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	6 EA		
0170	7360000000-N	1720	WOOD POLE	20 EA		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0171	7372000000-N	1721	GUY ASSEMBLY	35 EA		
0172	7420000000-E	1722	2" RISER WITH WEATHERHEAD	52 EA		
0173	7432000000-E	1722	2" RISER WITH HEAT SHRINK TUBING	4 EA		
0174	7516000000-E	1730	COMMUNICATIONS CABLE (** FIBER) (12)	975 LF		
0175	7516000000-E	1730	COMMUNICATIONS CABLE (** FIBER) (24)	4,625 LF		
0176	7540000000-N	1731	SPLICE ENCLOSURE	4 EA		
0177	7552000000-N	1731	INTERCONNECT CENTER	4 EA		
0178	7566000000-N	1733	DELINEATOR MARKER	4 EA		
0179	7636000000-N	1745	SIGN FOR SIGNALS	8 EA		
0180	7684000000-N	1750	SIGNAL CABINET FOUNDATION	5 EA		
0181	7696000000-N	1751	CONTROLLERS WITH CABINET (*****) (2070LX BASE MOUNTED)	5 EA		
0182	7901000000-N	1753	CABINET BASE EXTENDER	5 EA		
0183	7948000000-N	1757	TRAFFIC SIGNAL REMOVAL	1 EA		
0184	7980000000-N	SP	GENERIC SIGNAL ITEM ETHERNET EDGE SWITCH	4 EA		
0185	7980000000-N	SP	GENERIC SIGNAL ITEM MICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE ZONES	4 EA		