

**BL-0066**

**Catawba County**

**CITY OF HICKORY**

## **PROPOSAL**

**DATE AND TIME OF BID OPENING: SEPTEMBER 24, 2026 AT 2:00 PM**

**CONTRACT ID: BL-0066**

**WBS ELEMENT NO.: 50628.3.1**

**FEDERAL AID NO.: 1143028**

**COUNTY: CATAWBA**

**TIP NO.: BL-0066**

**MILES: 1.133**

**ROUTE NO.: SR 1453 (12<sup>TH</sup> AVE NE / SPRINGS RD NE)**

**LOCATION: SIDEWALKS ALONG BOTH SIDES OF SR 1453 (12<sup>TH</sup> AVE NE/SPRINGS RD NE) BETWEEN SR 1401 (16<sup>TH</sup> ST NE/SANDY RIDGE RD) AND MCDONALD PARKWAY NE**

**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 \$40,000 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.**

**THIS IS A ROADWAY PROJECT.**

**BID BOND IS REQUIRED.**

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**NAME OF BIDDER**

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**ADDRESS OF BIDDER**

**BL-0066****Catawba County**

**PROPOSAL FOR THE CONSTRUCTION OF  
BL-0066 IN CATAWBA COUNTY, NORTH CAROLINA**

**CITY OF HICKORY  
NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as TIP No. **BL-0066**; 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 **City of Hickory** 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 TIP No. **BL-0066** in **Catawba 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 **City of Hickory**, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

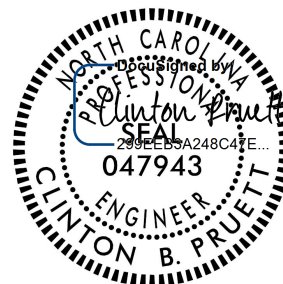
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2024* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the 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 to sign for the **City of Hickory**. 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 **City of Hickory** 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 **City of Hickory**, 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 **City of Hickory**, under the condition of this proposal, within 10 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.



8/21/2026

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## **INSTRUCTIONS TO BIDDERS**

**PLEASE READ ALL INSTRUCTIONS CAREFULLY  
BEFORE PREPARING AND SUBMITTING YOUR BID.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid.**

### **TRADITIONAL PAPER BIDS:**

1. The bid form furnished by **City of Hickory** with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!** Return the entire proposal with your bid.
2. Enter required information on the cover page. The "Name of Bidder" and the "Address of Bidder" should be as it appears in the [Directory of Firms](#) found on the Department's website.
3. All entries on the itemized bid sheet (bid form) shall be written in ink or typed.
4. The Bidder shall submit a unit price for every item on the itemized proposal sheet (bid form). The unit prices for the various contract items shall be written in figures. **Unit prices shall be rounded off by the Bidder to contain no more than TWO decimal places.**
5. An amount bid shall be entered on the itemized proposal sheet (bid form) for every item. The amount bid for each item shall be determined by multiplying each unit cost bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
6. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
7. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar products to make corrections.
8. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall provide the following information:
  - a. Complete one of the following forms: Corporation, Partnership, Limited Liability Company, Joint Venture, Individual Doing Business in His Own Name or Individual Doing Business Under a Firm Name, based on the business entity submitting the bid.
  - b. Corporations that have a corporate seal should include it on the bid, otherwise write your corporations name in the seal location.
  - c. Provide the name of individual or representative submitting bid along with their position or title held on behalf of the bidder.
  - d. Name, signature, and position or title of witness.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The Bidder shall not add any provision reserving the right to accept or reject an award, nor enter into a contract pursuant to an award.
11. **THE ENTIRE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET AND ALL OTHER APPLICABLE FORMS SHALL BE COMPLETED AND PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE CITY OF HICKORY OFFICE, LOCATED AT 76 N. CENTER ST. HICKORY, NC 28601, BY 2:00 P.M. ON, SEPTEMBER 24, 2026.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR – CONTRACT ID BL-0066 – GRADING, DRAINAGE, PAVING, AND SIGNALS AT SIDEWALKS ALONG BOTH SIDES OF SR 1453 (12th AVE. NE/SPRINGS RD NE) BETWEEN SR 1401 (16th ST NE/SANDY RIDGE RD) AND McDONALD PARKWAY NE TO BE OPENED AT 2:00 P.M. ON, THURSDAY, SEPTEMBER 24, 2026.**

As well as the following information:

- a. Name of the Corporation, Partnership, Limited Liability Company, Joint Venture, Individual Doing Business in His Own Name or Individual Doing Business Under a Firm Name, submitting bid.
- b. Name of the individual or representative submitting bid along with the position or title held on behalf of the bidder.
- c. Address of the Corporation, Partnership, Limited Liability Company, Joint Venture, Individual Doing Business in His Own Name or Individual Doing Business Under a Firm Name, submitting bid.

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- d. SAP Vendor Number of Corporation, Partnership, Limited Liability Company, Joint Venture, Individual Doing Business in His Own Name or Individual Doing Business Under a Firm Name, submitting bid. This information can be found on the [Directory of Firms](#) found on the Department's website.
  - e. Contractor License Number, if available, of corporation, partnership, Limited Liability Company, joint venture, individual Doing Business in His Own Name or Individual Doing Business Under a Firm Name, submitting bid.
- 13.** If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**CITY OF HICKORY  
ATTN: KELLY WINKLER, PE  
76 N. CENTER ST.  
HICKORY, NC 28601**

- 14.** Questions should be emailed 14 calendar days prior to the bid opening to **Clinton Pruett** at [cpruett@tgsengineers.com](mailto:cpruett@tgsengineers.com) and **Kelly Winkler** at [kwinkler@hickorync.gov](mailto:kwinkler@hickorync.gov). Contact with any other **City of Hickory** personnel concerning this project is strictly prohibited, unless otherwise noted, and may result in bids being considered non-responsive.

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**NCDOT STANDARD NOTES** (Federal Aid)

- A. NCDOT Standard Specifications – The 2024 North Carolina Department of Transportation Standard Specifications for Roads and Structures, herein referred to as the ‘Standard Specifications’, and the 2024 Roadway Standard Drawings, shall apply to all portions of this project except as may be modified by this document.
- B. Bidder Prequalification - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at:  
<https://connect.ncdot.gov/business/Pages/default.aspx>
- C. Disadvantaged Business Enterprise References - This is a Federal-aid project and the Federal DBE Program shall be adhered to. There is No Goal for participation by Disadvantaged Business enterprises for this contract. References to any other requirements or to N.C. General Statute 143-128.2 shall not apply to this project. Refer to Special Provision SP1 G63.
- D. Award of Contract - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.
- E. Contractor Licensing – On all Federal-aid contracts, non-licensed contractors are permitted to submit bids, however they must be licensed prior to performing any work. Bidders are permitted 60 days, after bid opening, to become licensed by the North Carolina Licensing Board. If they fail to do so within 60 days, their bid will be considered non-responsive and will be rejected. If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).
- F. Bonds - Please note that all Bid Bonds, Payment Bonds, and Performance Bonds required for this project shall be those found on the NCDOT website. The bonds are located at:  
<https://connect.ncdot.gov/municipalities/Pages/Bid-Proposals-for-LGA.aspx>

Bid Bonds:

<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/04%20Bid%20Bonds.docx>

Payment Bonds:

<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/05%20Payment%20Bonds.aspx>

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Performance Bonds:

<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/06%20Performance%20Bonds.aspx>

- G. Liability Insurance – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the *Standard Specifications* including the dollar limits set forth.
- H. Buy America – This project shall be governed by the Buy America requirements for the use of domestic steel and iron products, as outlined in the *Standard Specifications*.
- I. Build America, Buy America (BABA) – This project shall be governed by the Build America, Buy America (BABA) requirements as outlined in the *Standard Specifications*.
- J. Retainage by LGAs – The LGA for this contract will not retain any amount or percentage from progress payments or final estimates due the contractor.  
Retainage by Contractors – Contractors are NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Subarticle 109-4(B) of the *Standard Specifications*.
- K. Traffic Control – The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD)* – FHWA, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.

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**ALLOWABLE CHANGES TO THE NCDOT 2024 STANDARD SPECIFICATIONS:**

(Rev. 7-23-24)

1. **Page 1-9, Article 102-1, INVITATION TO BID, lines 23-32**, delete this article in its entirety.
2. **Page 1-16, Subarticle 102-8(B), Electronic Bids, lines 12-33**, delete this subarticle in its entirety.
3. **Page 1-17, Subarticle 102-9(C)(2), Electronic Bids, lines 34-44**, delete this subarticle in its entirety.
4. **Page 1-18, Article 102-10, BID BOND OR BID DEPOSIT, line 10**, replace “60 days” with “90 days”.
5. **Page 1-18, Article 102-10, BID BOND OR BID DEPOSIT**, delete lines 36-43.
6. **Page 1-18, Subarticle 102-11, DELIVERY OF BIDS**, delete lines 47-48.
7. **Page 1-19, Subarticle 102-12(A), Paper Bid, line 5**, replace “Contract Officer” with “City of Hickory or duly authorized agent”.
8. **Page 1-19, Subarticle 102-12(B), Electronic Bid, lines 10-16**, delete this subarticle in its entirety.
9. **Page 1-19, Subarticle 102-13(B)(2), Electronic Bids, lines 24-25**, delete this subarticle in its entirety.
10. **Pages 1-22 and 1-23, Subarticle 103-2(B), Electronic Bids, lines 42-46 and lines 1-31**, delete this subarticle in its entirety.
11. **Page 1-23, Subarticle 103-3(A), Criteria for Withdrawal of Bid, line 35**, replace “NCGS § 136-28.1” with “NCGS § 143-129.1”.
12. **Page 1-24, Subarticle 103-3(A)(5), Criteria for Withdrawal of Bid, line 4**, replace “State Contract Officer” with “City of Hickory or duly authorized agent”.
13. **Page 1-25, Article 103-7, CONTRACT BONDS, line 38**, replace “14 calendar days” with “10 calendar days per NCGS § 143-129”.
14. **Page 1-26, Article 103-9, FAILURE TO FURNISH CONTRACT BONDS, line 2**, replace “14 calendar days” with “10 calendar days per NCGS § 143-129”.
15. **Pages 1-43 and 1-44, Article 105-9, CONSTRUCTION STAKES, LINES AND GRADES, lines 46-49 and lines 1-7**, delete both paragraphs and replace with “The Municipality will not set the stakes, lines or grades for this project.”.
16. **Page 1-64, Article 108-2, PROGRESS SCHEDULE**, add the following after line 18 “(D) The municipality may add additional requirements as noted in the bid proposal.”.
17. **Page 1-64, Article 108-3, PRECONSTRUCTION CONFERENCE, line 20**, replace “Engineer” with “City of Hickory or duly authorized agent”.
18. **Page 1-64, Article 108-4, CONSTRUCTION CONFERENCES, line 28**, replace “Engineer” with “City of Hickory or duly authorized agent”.
19. **Page 1-82 and 1-83, Article 109-8, FUEL PRICE ADJUSTMENTS, lines 29-44 and lines 1-15**, delete this subarticle in its entirety and replace with the following: “Fuel Price Adjustments will not apply to this project.”.
20. **Page 6-33, Article-620-4, MEASUREMENT AND PAYMENT, lines 11-35**, delete and replace with the following: “Asphalt Price Adjustments will not apply to this project.”.

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**PROJECT SPECIAL PROVISIONS****GENERAL****NCDOT INTERESTED PARTIES LIST NOT REQUIRED:**

(6-21-22)(Rev. 2-20-24)

102

SP1 G02

Revise the *Standard Specifications* as follows:

**Page 1-13, Article 102-3 PROPOSALS AND INTERESTED PARTIES LIST, lines 12-15,** delete the first paragraph and replace with:

“The NCDOT *Interested Parties List* sign up process is not applicable to this contract. The prospective bidder shall instead register on the City of Hickory’s *Interested Parties List* no later than one business day prior to the advertised letting date of this project. To be added to this *Interested Parties List*, prospective bidders must email Kelly Winkler – [kwinkler@hickorync.gov](mailto:kwinkler@hickorync.gov) with: Company Name, Contact Name, Contact Email, Contact Phone Number, Contractor Type (Prime or Subcontractor). There is no cost to being added onto this *Interested Parties List* which will be posted on the City of Hickory’s website at <https://www.hickorync.gov/purchasing> and updated periodically.”.

**Page 1-14, Article 102-8 PREPARATION AND SUBMISSION OF BIDS, lines 43-44,** delete the first sentence of the first paragraph and replace with:

“Prior to submitting a bid on this project, the bidder shall register on the City of Hickory’s *Interested Parties List* in conformance with Article 102-3 and this special provision.”

**BOND REQUIREMENTS:**

(6-1-16)(Rev.1-16-24)

102-8, 102-10

SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the *Standard Specifications for Roads and Structures*.

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the *Standard Specifications*.

**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.

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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.

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**(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:**

(7-1-95) (Rev. 12-18-07)

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SP1 G10 A

The date of availability for this contract is **November 9, 2026**.

The completion date for this contract is **October 28, 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.

**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 **November 9, 2026**.

The completion date for this intermediate contract time is **May 1, 2028**.

The liquidated damages for this intermediate contract time are **One Thousand Six Hundred Dollars (\$ 1,600.00)** 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

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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 **12<sup>th</sup> Avenue NE/Springs Rd. NE (-L-) and SR 1401 (16<sup>th</sup> St. NE/Sandy Ridge Rd.) (-Y-)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday thru Friday  
6:00 AM to 9:00 AM  
and  
4:00 PM to 7:00 PM**

In addition, the Contractor shall not close or narrow a lane of traffic on **12<sup>th</sup> Avenue NE/Springs Rd. NE (-L-) and SR 1401 (16<sup>th</sup> St. NE/Sandy Ridge Rd.) (-Y-)**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

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

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

6. For **Labor Day**, between the hours of **6:00 AM** Friday and **7:00 PM** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 AM** Tuesday and **7:00 PM** Monday.

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8. For **Christmas**, between the hours of **6:00 AM** the Friday before the week of Christmas Day and **7:00 PM** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are **Six Hundred Dollars (\$ 600.00)** per hour.

**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.

**BL-0066****G-9****Catawba County****MAJOR CONTRACT ITEMS:**

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

104

SP1 G28

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

| <b>Line #</b> | <b>Description</b>                      |
|---------------|-----------------------------------------|
| 20            | Asphalt Conc Surface Course, Type S9.5C |
| 36            | 4" Concrete Sidewalk                    |
| 38            | 6" Concrete Driveway                    |

**SPECIALTY ITEMS:**

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

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SP1 G37

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

| <b>Line #</b> | <b>Description</b>          |
|---------------|-----------------------------|
| 44 - 47       | Signing                     |
| 58 - 62, 67   | Long-Life Pavement Markings |
| 69            | Permanent Pavement Markers  |
| 70 - 76       | Utility Construction        |
| 77 - 103      | Erosion Control             |
| 104 - 128     | Signals/ITS System          |

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 6-16-26)

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SP1 G58

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

|      | <b><u>Fiscal Year</u></b> | <b><u>Progress (% of Dollar Value)</u></b> |
|------|---------------------------|--------------------------------------------|
| 2027 | (7/01/26 - 6/30/27)       | <b>45%</b> of Total Amount Bid             |
| 2028 | (7/01/27 - 6/30/28)       | <b>54%</b> of Total Amount Bid             |
| 2029 | (7/01/28 - 6/30/29)       | <b>1%</b> of Total Amount Bid              |

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

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**DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES):**

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

102-15(J)

SP1 G63

**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 **City of Hickory** to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

*Local Government Agencies (LGA)* - The entity letting the contract.

*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.

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*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.

*Standard Specifications* - The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book.

*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>

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*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 NCDOT 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 overall race-neutral goal. Only those firms with current

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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) *If the DBE goal is more than zero,*

- (1) 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.
- (2) 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. **City of Hickory** will not consider these bids for award and the proposal will be rejected.
- (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) *If the DBE goal is zero,* entries on the *Listing of DBE Subcontractors* are not required, 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 or 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 NCDOT's form titled *Letter of Intent*.

The documentation shall be received in the office of the **City of Hickory** no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **City of Hickory or duly authorized 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 **City of Hickory or duly authorized engineer** no later than 2:00 p.m. on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **City of Hickory or duly authorized 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 **City of Hickory** documentation of adequate good faith efforts made to reach the DBE goal.

One complete set and 3 copies of this information shall be received in the office of the **City of Hickory or duly authorized engineer** no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **City of Hickory or duly authorized engineer** no later than 10:00 a.m. on the next official state business day.

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.

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

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

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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 NCDOT's 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, **City of Hickory** 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, **City of Hickory** may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If **City of Hickory** does not award the contract to the apparent lowest responsive bidder, **City of Hickory** reserves the right to award the contract to the next lowest responsive bidder that can satisfy to **City of Hickory** 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 **City of Hickory or duly authorized 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 **City of Hickory or duly authorized 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 NCDOT'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 **City of Hickory**. **City of Hickory'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 **City of Hickory or duly authorized engineer**. The **City of Hickory or duly authorized engineer** will forward 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, **City of Hickory** 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 **City of Hickory or duly authorized 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 **City of Hickory** 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 **City of Hickory'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.

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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 NCDOT after the SAF (*Subcontract Approval Form*) has been received by the **City of Hickory**, the **City of Hickory** 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.

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- (2) When a committed DBE is decertified prior to the **City of Hickory** 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 **City of Hickory or duly authorized engineer** (see A herein for required documentation).

All requests for replacement of a committed DBE firm shall be submitted to the **City of Hickory or duly authorized 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 **City of Hickory or duly authorized 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 **City of Hickory or duly authorized 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 **City of Hickory or duly authorized 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 **City of Hickory or duly authorized engineer**.

When the **City of Hickory or duly authorized 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 **City of Hickory or duly authorized 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. **City of Hickory** 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.

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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 **City of Hickory or duly authorized 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 **City of Hickory or duly authorized 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 **City of Hickory or duly authorized 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 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 **City of Hickory or duly authorized engineer** can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments on the NCDOT's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

**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.

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**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

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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.

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(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

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

**TWELVE MONTH GUARANTEE – LGA PROJECTS**

(10-7-13)

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SP1 G146

- (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 City of Hickory. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of City of Hickory, 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. City of Hickory'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. City of Hickory 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 City of Hickory 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.

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**EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION (LGA):**

(10-15-24)

105-16, 225-2, 16

SPI G179

**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 in accordance with a National Pollution discharge Elimination System (NPDES) general permit NCG010000 administered by the North Carolina Department of Environmental Quality.

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

**Roles and Responsibilities**

- (A) Designate an E&SC supervisor who shall be 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 E&SC 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 **City of Hickory or duly authorized engineer.**
    - (c) Attend all construction meetings to discuss the findings of the NPDES inspection and other E&SC related issues.
    - (d) Implement the approved erosion and sediment control/stormwater plans.
    - (e) 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 Federal and State 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 project limits.
    - (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 **City of Hickory or duly authorized engineer** as well as regulatory agencies.

- (2) Oversee compliance with the requirements set forth under the NPDES *NCG010000, General Permit to Discharge Stormwater for Construction Activities*, and for construction activities disturbing one or more acres of land. 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 to record rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by **City of Hickory or duly authorized engineer** and Regulatory personnel upon request.
  - (e) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, and the requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the **City of Hickory or duly authorized 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 comply with the E&SC plans and requirements of the NCG010000 permit.
  - (c) Notify the **City of Hickory or duly authorized 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.

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- (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 directed by the Division of Energy, Mineral, and Land Resources Regional Engineer or their designee.
- (j) The Contractor's quality control and inspection procedures shall be subject to review by the **City of Hickory or duly authorized engineer**. Maintain NPDES inspection records and make records available at all times for verification by the **City of Hickory or duly authorized engineer**.

### **Preconstruction Meeting**

Furnish the name(s) of the designated E&SC supervisor and notify the **City of Hickory or duly authorized engineer** of changes in personnel over the life of the contract within 2 days of change.

### **Measurement and Payment**

All work described within this provision and the role of E&SC supervisor 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.

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Catawba County

**INSURANCE REQUIREMENTS**

Proof of the following types and amounts shall be furnished to the City showing the City and NCDOT as an additional insured thereunder without cost to the City of Hickory prior to the awarding of the contract. This shall be accomplished by submitting a Certificate of Insurance along with the required payment and performance bonds to the *City of Hickory, P.O. Box 398, Hickory, N.C. 28603*.

a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance as required under the Standard Specifications Section 107-15 for commercial general liability. This policy or policies shall hold harmless and indemnify the City of Hickory, N.C. and NCDOT, their departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate of Insurance showing that the Bidder/Vendor has in force and effect such insurance shall list the City of Hickory, N.C. and NCDOT as additional Insured in accordance with the policy provisions of the General Liability Policy, and be maintained on file with the City Clerk and Risk Manager of the City.

b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts as required by law and the Standard Specifications Section 107-15. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Hickory and NCDOT, their departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk and Risk Manager of the City.

c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, a minimum of one million dollars (\$1,000,000.00) full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the City against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate of insurance showing exemption from the requirement shall be maintained on file with the City Clerk and Risk Manager of the City.

**PRE-CONSTRUCTION MEETING**

The Contractor will coordinate with the City of Hickory, N.C. to establish a Pre-Construction meeting. No work can begin until after this meeting is held.

City of Hickory  
Kelly Winkler  
76 North Center Street

**BL-0066**

**G-32**

**Catawba County**

Hickory, NC 28601  
(828) 323-7531  
kwinkler@hickorync.gov

No additional compensation for the pre-construction meeting will be paid, as it will be considered incidental to other items of the work.

**PROPOSED STAGING / LAYDOWN AREA**

The Contractor will coordinate with the City of Hickory, N.C. for approval of all proposed staging or laydown areas. The Contractor will be responsible for any required permitting, and for returning the staging area to an acceptable condition after use, similar to condition prior to use, as directed by the Engineer.

No additional compensation for the staging / laydown area(s) will be paid, as it will be considered incidental to other items of the work.

**PROPOSED SITE VIDEO**

Before beginning construction, the Contractor will provide a video of the entire project limits, starting from west to east and then a second run from east to west, and at no more than 20 mph covering the length and width limits of the project. The video will provide a video record for the Contractor and for the City of Hickory, N.C. of existing conditions before construction.

Video can be tape, digital or other format acceptable and approved in advance by the City. Two copies of the video will be provided to the City before beginning construction.

No additional compensation for proposed site video will be paid, as it will be considered incidental to other items of the work.

**SALES TAX REPORTING**

Contractor(s) shall submit a certified Sales Tax Report with each pay request on the approved form for reimbursement of sales taxes by Owner.

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Catawba County

SALES TAX CERTIFICATION

CONTRACTOR \_\_\_\_\_

PROJECT \_\_\_\_\_

OWNER \_\_\_\_\_

PERIOD COVERED \_\_\_\_\_

| VENDOR | ADDRESS (Include City & State) | INVOICE # | DATE | NET INVOICE AMOUNT | 4.75% STATE TAX | 2.25% CATAWBA COUNTY TAX | 2.00% CALDWELL COUNTY TAX | 2.25% ALEXANDER COUNTY TAX | Special Co. Tax (.5% - Mecklenburg, Durham & Orange) | COUNTY NAME |
|--------|--------------------------------|-----------|------|--------------------|-----------------|--------------------------|---------------------------|----------------------------|------------------------------------------------------|-------------|
|        |                                |           |      |                    |                 |                          |                           |                            |                                                      |             |

\_\_\_\_\_ being duly sworn, certifies that the foregoing statement of sales tax paid in connection with the referenced contract does not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to, or in some manner become a part of the building or structure being erected, altered, or repaired for the governmental entities as defined by G.S. 105-164.14(c), and is to the best of his/her belief true and correct.

Signature \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Title \_\_\_\_\_

My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

(Seal)

BL-0066

R-1

Catawba County

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

(9-17-02)(Rev. 3-19-24)

200

SP2 R02A

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

**BURNING RESTRICTIONS:**

(7-1-95)

200, 210, 215

SP2 R05

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

**SHOULDER AND FILL SLOPE MATERIAL:**

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

235, 560

SP2 R45 A

**Description**

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

**Measurement and Payment**

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

**BL-0066****R-2****Catawba County****GEOTEXTILE FOR SUBGRADE STABILIZATION:**

(5-15-18)(Rev. 4-16-24)

505, 1056

SP5 R9

**Description**

Provide geotextile for subgrade stabilization in accordance with the contract. Geotextile for subgrade stabilization is required for subgrades to prevent pavement cracking at locations shown in the plans and as directed by the Engineer.

**Materials**

Refer to Article 505-2 of the *Standard Specifications*.

**Construction Methods**

Refer to Article 505-3 of the *Standard Specifications*.

**Measurement and Payment**

*Geotextile for Subgrade Stabilization* will be measured and paid in accordance with Article 505-4 of the *Standard Specifications*.

**INCIDENTAL STONE BASE:**

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

545

SP5 R28R

**Description**

Place incidental stone base on driveways, mailboxes, etc. immediately after paving and do not have the paving operations exceed stone base placement by more than one week without written permission of the Engineer.

**Materials and Construction**

Provide and place incidental stone base in accordance with Section 545 of the *Standard Specifications*.

**Measurement and Payment**

*Incidental Stone Base* will be measured and paid in accordance with Article 545-6 of the *Standard Specifications*.

**ASPHALT CONCRETE PLANT MIX PAVEMENTS MILL AND FILL:**

(6-16-26)

610

SP6 R04R

Revise the *Standard Specifications* as follows:

**Page 6-21 and 6-22, Article 610-8, SPREADING AND FINISHING, lines 46-47 and lines 1-2,** replace the eighth paragraph with the following:

BL-0066

R-3

Catawba County

Operate the paver as continuously as possible. Sequence paving operations to promote uniformity, minimize longitudinal joints, and maintain ride quality. Pave the mainline roadway prior to paving intersections, auxiliary lanes, ramps, turn lanes, and other irregular areas, unless otherwise approved by the Engineer.

For mill and fill resurfacing operations where the existing pavement surface is milled and replaced in kind, the Contractor may sequence paving operations in any order, including paving intersecting roads, ramps, auxiliary lanes, and adjacent areas in advance of the mainline, provided the sequence does not adversely affect longitudinal joint construction, density, or surface smoothness, and all requirements of the contract are met.

Place wedging or leveling courses where required by the contract or as directed by the Engineer.

**DELETION OF FINAL SURFACE TESTING REQUIREMENTS:**

(1-20-26) 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.

**CONVERT EXISTING DROP INLET TO JUNCTION BOX:**

(1-1-02)(Rev. 1-16-24) 840, 859 SP8 R50

At the proper phase of construction, convert the existing drop inlet at locations indicated in the plans or where directed, to junction box in accordance with the details in the plans and the applicable requirements of Sections 840 and 859 of the *Standard Specifications*.

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

Payment will be made under:

| Pay Item                                    | Pay Unit |
|---------------------------------------------|----------|
| Convert Existing Drop Inlet to Junction Box | 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.

**BL-0066****R-4****Catawba County****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*.

**ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES:**

(Div. 12)

The Contractor's attention is directed to Section 858 of the *2024 Standard Specifications*. Cast iron or steel fittings (rings) will **not** be permitted for the adjustment of manholes, meter boxes, and valve boxes on this project.

**BL-0066****R-5****Catawba County**

Make adjustments to manholes on this project using high early strength rapid set (grout, mortar, or concrete) **that is black in color** as approved by the Engineer. **Bag mixes will not be permitted unless otherwise approved by the Engineer.**

When milling roadway all existing manhole frames, rings, valve boxes, and meter boxes shall be removed and the area covered with steel plates, capable of carrying traffic, and patched. Once the final asphalt surface course has been placed, the steel plates and asphalt shall be removed and all manholes, meter boxes, and valve boxes shall be adjusted to finish grade of the new pavement in accordance with Section 858-3 of the *2024 Standard Specifications*.

Payment for this work will be made in accordance with Section 858-4 of the *2024 Standard Specifications*. No separate or additional payment will be made for furnishing, placing, maintaining or removing steel plates as required herein.

**All adjustments shall be completed within fourteen (14) calendar days from the time the paving is completed.**

**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.

**BL-0066****R-6****Catawba County**

**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 AWWA 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:

**BL-0066****R-7****Catawba County**

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”.

**BL-0066****R-8****Catawba County**

**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”.

**GROUND MOUNTED SIGN SUPPORTS:**

(9-15-26)

1094

SP10 R94

Revise the *Standard Specifications* as follows:

**Page 10-214, Subarticle 1094-1(B) 3 lb Steel U-Channel Supports, line 12 and 15,** replace “3/8” with “7/16”.

**Page 10-214, Subarticle 1094-1(B) 3 lb Steel U-Channel Supports, line 16,** replace “5/16” with “3/8”.

**Page 10-214, Subarticle 1094-1(B) 3 lb Steel U-Channel Supports, lines 14-15,** delete the fifth sentence of the first paragraph and replace with the following:

These supports shall be galvanized in accordance with ASTM A653 or ASTM A123 depending on the manufacturing process.

**Page 10-214, Subarticle 1094-1(C) 2 lb Steel U-Channel Supports, lines 26-29,** delete the third and fourth sentence of the second paragraph with the following:

Punch or drill 7/16 inch diameter holes on 1 inch centers, beginning 1 inch from the top of the post, for a minimum distance equal to the vertical dimension of the respective sign or mile marker. These supports shall be galvanized in accordance with ASTM A653 or ASTM A123 depending on the manufacturing process.

**Page 10-214, Subarticle 1094-1(C) 2 lb Steel U-Channel Supports, line 30,** replace “3/8” with “7/16”.

**Page 10-214, Subarticle 1094-1(C) 2 lb Steel U-Channel Supports, line 31,** replace “5/16” with “3/8”.

**Page 10-214, Subarticle 1094-1(D) Steel Square Tube Supports, lines 36-43,** delete and replace the first two paragraphs with the following:

**BL-0066****R-9****Catawba County**

Use steel square tube supports of variable length galvanized steel. The support cross section and gauge shall be in accordance with the plans. These supports shall be manufactured using domestic steel conforming to ASTM 1011, Grade 50. Minimum yield strength after cold forming shall be 60,000 psi. These supports shall be galvanized in accordance with ASTM A653 or ASTM A123 depending on the manufacturing process and meet G90 galvanizing requirements. Both the interior and exterior of the post shall be galvanized and all coating applications shall occur in the United States.

The posts shall be corner welded and scarfed as necessary to allow sections to telescope within each other. The finished posts shall be machine straightened and have a smooth uniform finish free from cracks, flaws, injurious seams, laps, blisters, and edges which are ragged, sharp, and imperfect, or other defects affecting their strength, durability, or appearance. The maximum variation in straightness shall be no more than 1/4 inch in any 5 foot of length. For perforated square tubes, cut holes or knockout holes of 7/16 inch diameter shall be spaced on 1 inch centers, on the centerlines of all four sides in true alignment, and opposite to each other for back to back applications. All holes and sheared ends shall be free from burrs. The steel shall also be coated with a conversion coating and a clear organic polymer topcoat.

The zinc coating nor manufacturing process shall interfere with the telescoping properties of steel square supports. The zinc coating inside of the 7/16 inch diameter holes of perforated supports shall not exceed specification requirements enough to prevent a 3/8 inch diameter bolt from freely passing through. These supports should contain a manufacturer's mark for traceability after installation. Provide a Type 2 material certification in accordance with Article 106-3 upon Engineer request.

**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.

**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*.

**BL-0066****R-10****Catawba County**

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.

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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.

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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.

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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.

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(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.

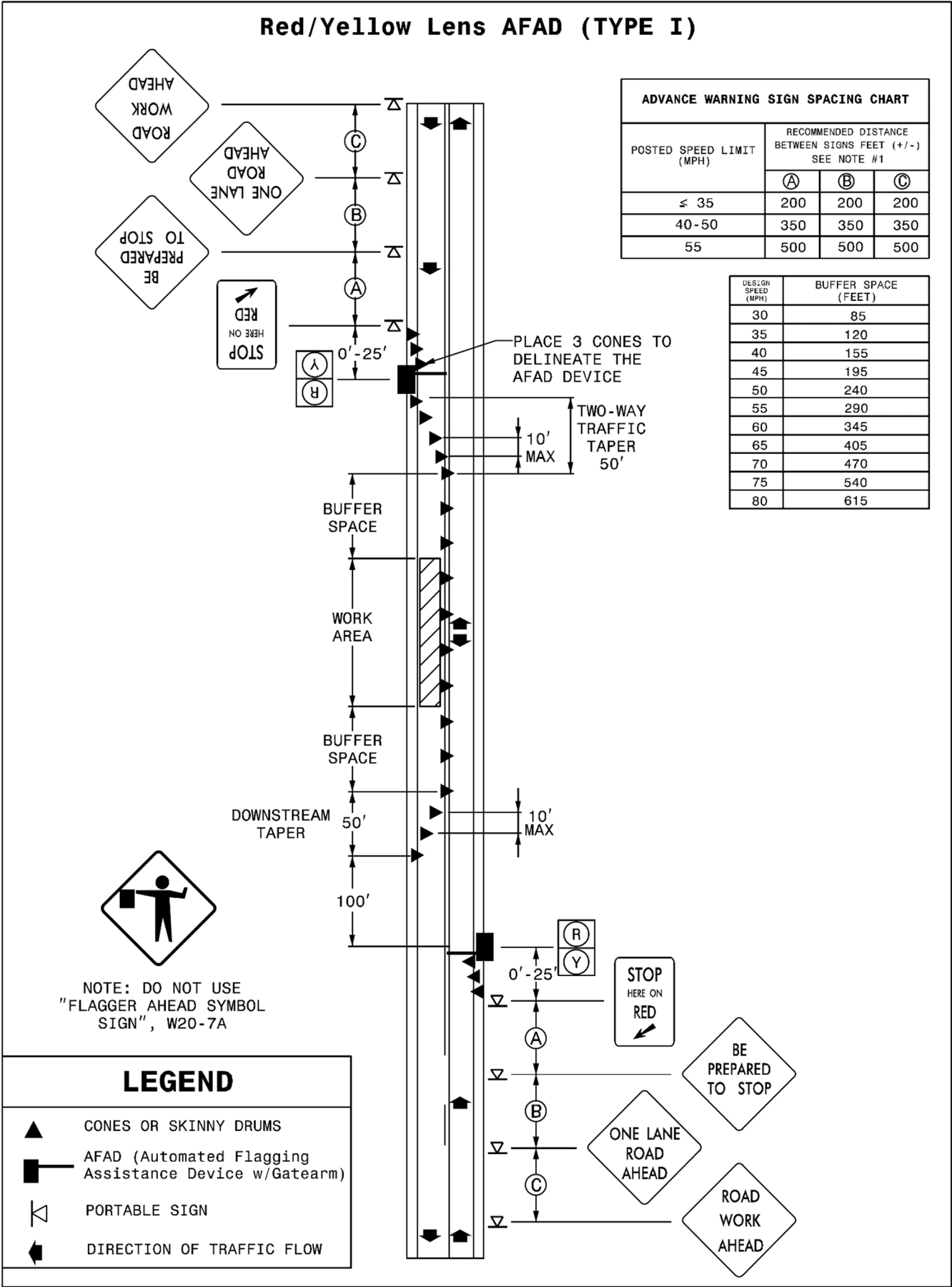
If any of the above requirements are not met, flagger/operator control each AFAD unit.

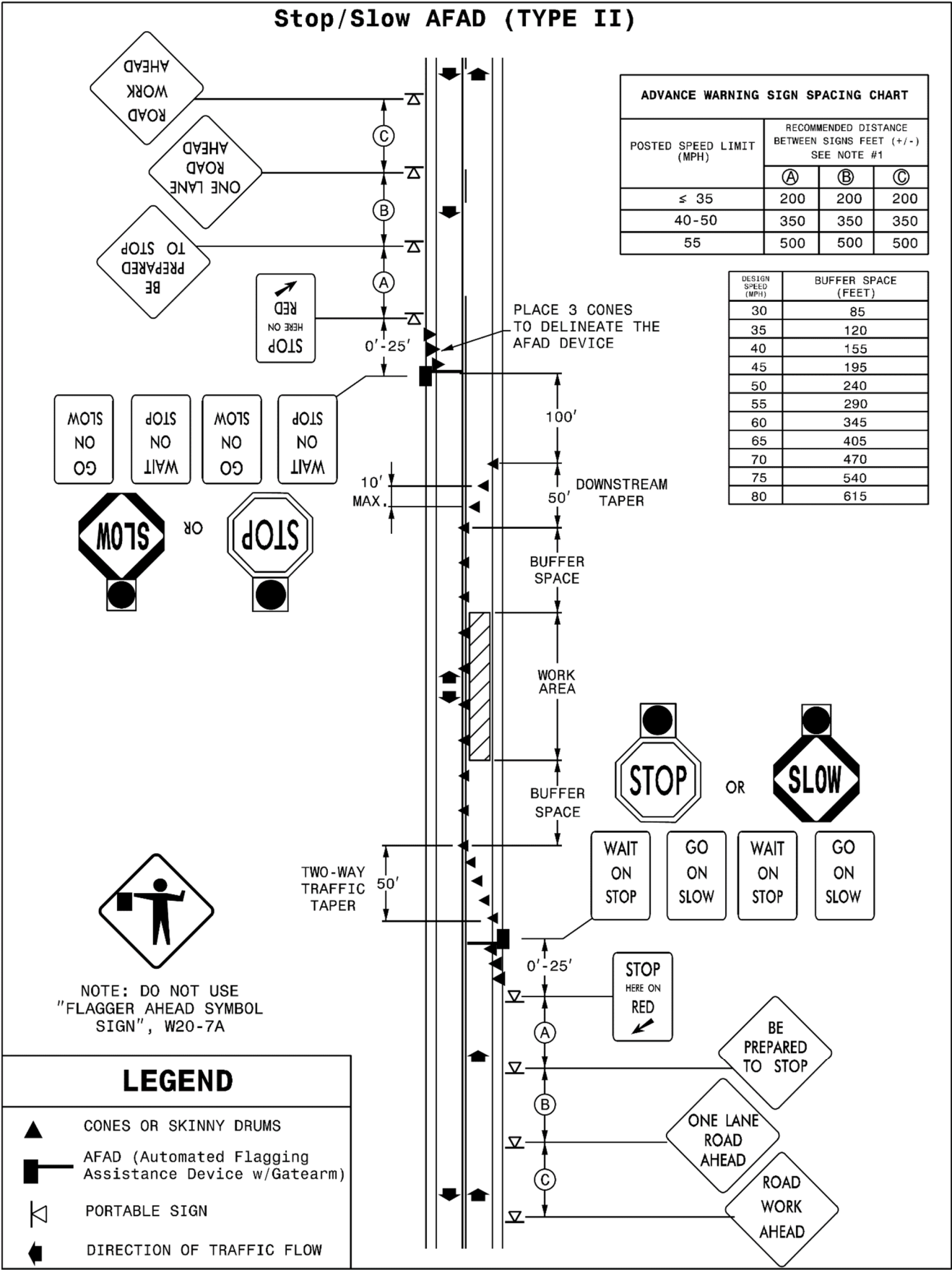
AFAD operators may either control traffic at side streets or driveways between the AFAD units or operate the pilot car while operating the AFAD system if approved by the Engineer. AFAD units must continue to be within clear sight of the operator during these work activities.

**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.





**PAVEMENT MARKINGS:**

(5-19-26)(Rev. 6-16-26)

1087, 1205

SP12 R04

Revise the *Standard Specifications* as follows:

**Page 10-185, Subarticle 1087-2(A) Paint Composition, line 15,** replace “TT--P-1952” with “TT--P-1952, Type III”.

**Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, lines 28-33,** replace the first through third paragraph and the table with the following:

**(C) Thermoplastic and Integrated Multipolymer (IMP) Composition**

Use thermoplastic alkyd/maleic pavement markings composed of the materials in Table 1087-1A and integrated multipolymer markings composed of the materials in Table 1087-1B.

| TABLE 1087-1A<br>PHYSICAL PROPERTIES<br>OF THERMOPLASTIC PAVEMENT MARKINGS |                                          |
|----------------------------------------------------------------------------|------------------------------------------|
| Component                                                                  | By Weight                                |
| Alkyd/Maleic Binder                                                        | 18.0% Min                                |
| Premixed Glass Beads (AASHTO M 247 – Type 3)                               | 40.0% Min                                |
| Titanium Dioxide Pigment (ASTM D476 Type 2)                                | 10.0% Min. (white)<br>1.5% Min. (yellow) |

| TABLE 1087-1B<br>PHYSICAL PROPERTIES<br>OF INTEGRATED MULTIPOLYMER (IMP) PAVEMENT MARKINGS |                                |
|--------------------------------------------------------------------------------------------|--------------------------------|
| Component                                                                                  | By Weight                      |
| Binder                                                                                     | 21.0% Min                      |
| Premixed Glass Beads (AASHTO M 247 – Type 3)                                               | 40.0% Min                      |
| Titanium Dioxide Pigment (ASTM D476 Type 2)                                                | 10.0% Min. (white only)        |
| Inert Filler                                                                               | 15% Max white / 24% Max Yellow |

Use white material that does not contain anatase titanium dioxide pigment. Use yellow material that does not contain any intentionally added lead chromate.

Calcium carbonate and inert fillers may be used by the manufacturer, providing all other qualifications are met.

**Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 34,** replace “thermoplastic” with “material”.

**Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 36,** replace “alkyd/maleic binder” with “binder”.

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**Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 38,** replace “maleic-modified glycerol of resin” with “rosin ester”.

**Page 10-186, Subarticle 1087-2(C) Thermoplastic Composition,** insert the following paragraph after line 2:

The integrated multipolymer binder shall consist of a mixture of modified rosin ester, polyamide and a copolymer (e.g. EVA) with waxes and/or plasticizers. At least 3% of the total formulation weight shall be 100% polyamide. The binder shall contain no petroleum hydrocarbon resins.

**Page 10-186, Subarticle 1087-2(C) Thermoplastic Composition, lines 3, 6, 9 and 11,** replace “thermoplastic material” with “material”.

**Page 10-186, Article 1087-3 COLOR, after line 27,** replace “Crystal: Color No. 17886 (White)” with “White: Color No. 17925”.

**Page 10-186, Subarticle 1087-4(A) Composition, lines 31-34,** replace the second paragraph with the following:

Manufacture the beads from 100% recycled or virgin non-pigmented glass from a composition designed to be highly resistant to traffic wear and to the effects of weathering. All intermix and drop-on glass beads shall be manufactured using 100% North American recycled glass cullet, virgin North American glass or a combination of the two.

**Page 10-187, Subarticle 1087-4(C) Gradation & Roundness, lines 4-6,** replace the first paragraph and table with the following:

Use drop-on and intermixed glass beads in all pavement markings with at least 80% true spheres when tested in accordance with ASTM D1155. Drop-on glass beads for permanent pavement markings shall be high performance glass beads listed on the NCDOT APL. If otherwise specified, or at the direction of the Engineer, other drop-on reflective media may be used on permanent markings. Drop-on glass beads used on any interim or temporary pavement markings shall meet Table 1087-2.

| <b>TABLE 1087-2</b>                      |                               |                |
|------------------------------------------|-------------------------------|----------------|
| <b>GLASS BEAD GRADATION REQUIREMENTS</b> |                               |                |
| <b>Sieve Size</b>                        | <b>Gradation Requirements</b> |                |
|                                          | <b>Minimum</b>                | <b>Maximum</b> |
| Passing #20                              | 95%                           | 100%           |
| Retained on #30                          | 5%                            | 20%            |
| Retained on #50                          | 40%                           | 80%            |
| Retained on #80                          | 15%                           | 50%            |
| Passing #80                              | 0%                            | 10%            |
| Retained on #200                         | 0%                            | 5%             |

**Page 10-187, Article 1087-5 PACKAGING FOR SHIPMENT, line 31,** replace “Thermoplastic pavement marking materials” with “Thermoplastic and integrated multipolymer pavement marking materials”.

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**Page 10-188, Subarticle 1087-7(B) Thermoplastic Pavement Marking Material Composition, line 17, replace “(B) Thermoplastic Pavement Marking Material Composition” with “(B) Thermoplastic and Integrated Multipolymer Pavement Marking Material Composition”.**

**Page 10-188, Subarticle 1087-7(C) Flash Point, line 22, replace “thermoplastic” with “thermoplastic and integrated multipolymer material”.**

**Page 10-188, Subarticle 1087-7(D) Requirements, line 25, replace “thermoplastic material” with “thermoplastic and integrated multipolymer material”.**

**Page 10-189, Subarticle 1087-7(D), after line 15, add the following:**

**(9) Tensile Elongation**

The integrated multipolymer material shall have an elongation of at least 10% when tested in accordance with ASTM D638 (1"x 6", 0.25"/min).

**(10) Abrasion Resistance**

The integrated multipolymer material shall have no more than 0.40 g weight loss following taber abrasion with CS17 wheels for 1000 cycles with 1 kg weight per ASTM D4060.

**Page 10-189, Article 1087-8 MATERIAL CERTIFICATION, lines 22-23, replace the third paragraph with the following:**

Reflective media not covered in this, or other specifications must meet AASHTO M 247 Type 3 or 4 and a NCDOT Type 2 Material Certification must be provided.

**Page 10-189, Article 1087-8 MATERIAL CERTIFICATION, after line 23, add the following to the table:**

|                         |                                                                 |
|-------------------------|-----------------------------------------------------------------|
| Integrated Multipolymer | Type 2 Material Certification and Type 3 Material Certification |
|-------------------------|-----------------------------------------------------------------|

**Page 12-3, Subarticle 1205-3(F) Surface Preparation and Curing Compound Removal, line 8, add the following as a second sentence of the first paragraph:**

Only apply markings to dry clean surfaces.

**Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, line 16, replace the first sentence of the eighth paragraph with the following:**

Protect the pavement markings until they are track free before exposing them to traffic.

**Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, lines 22-24, delete the second sentence of the tenth paragraph.**

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**Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, after line 24,** replace “White: Color No. 17886” with “White: Color No. 17295”.

**Page 12-5, Subarticle 1205-3(I) Removal of Pavement Markings, line 32,** add the following as the third sentence of the seventh paragraph:

Before applying integrated multipolymer (IMP) pavement markings over existing thermoplastic pavement markings, remove at least 85% of the oxidized existing thermoplastic.

**Page 12-5, Subarticle 1205-3(I) Removal of Pavement Markings, line 35,** replace “thermoplastic” with “thermoplastic or IMP”.

**Page 12-6, Article 1205-4 THERMOPLASTIC, line 3,** replace “1205-4 THERMOPLASTIC” with “1205-4 THERMOPLASTIC AND INTEGRATED MULTIPOLYMER (IMP)”.

**Page 12-6, Subarticle 1205-4(A) Application Equipment, lines 7, 16, 20, 24, 25, 27 and 29,** delete “thermoplastic”

**Page 12-6, Subarticle 1205-4(B) Weather Limitations and Seasonal Limitations, line 38,** replace “thermoplastic pavement markings” with “thermoplastic or integrated multipolymer pavement markings”.

**Page 12-6, Subarticle 1205-4(B) Weather Limitations and Seasonal Limitations, line 42,** delete “thermoplastic”.

**Page 12-7, Subarticle 1205-4(C) Application, lines 2, 3, 10, 21 and 31,** delete “thermoplastic”.

**Page 12-7, Subarticle 1205-4(C) Application, after line 17,** in Table 1205-2 MINIMUM REFLECTOMETER REQUIREMENTS FOR THERMOPLASTIC replace “Standard Glass Beads” with “High Performance Glass Beads” and for the Reflectivity of White replace “375 mcd/lux/m<sup>2</sup>” with “425 mcd/lux/m<sup>2</sup>” and Yellow replace “250 mcd/lux/m<sup>2</sup>” with “325 mcd/lux/m<sup>2</sup>”

**Page 12-7, Subarticle 1205-4(C) Application, line 23,** replace “thermoplastic pavement marking” with “final pavement marking”.

**Page 12-7, Subarticle 1205-4(C) Application, after line 32,** replace “TABLE 1205-3 THICKNESS REQUIREMENTS FOR THERMOPLASTIC” with “TABLE 1205-3 THICKNESS REQUIREMENTS FOR THERMOPLASTIC AND INTEGRATED MULTIPOLYMER”.

**Page 12-9, Subarticle 1205-5(C) Observation Period, before line 1,** replace “375 mcd/lux/m<sup>2</sup>” with “425 mcd/lux/m<sup>2</sup>” and replace “250 mcd/lux/m<sup>2</sup>” with “325 mcd/lux/m<sup>2</sup>”.

**Page 12-11, Subarticle 1205-8(C) Application, lines 17-20,** replace the first paragraph with the following:

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Final pavement marking application of paint shall be placed in 1 application of 30 mils wet each and consist of reflective media applied at a rate to immediately obtain the minimum retroreflective values.

**Page 12-11, Subarticle 1205-8(C) Application, line 26,** delete “15 mil”.

**Page 12-11, Subarticle 1205-8(C) Application, after line 31,** replace Table 1205-6 with the following:

| <b>TABLE 1205-6<br/>REFLECTOMETER REQUIREMENTS<br/>FOR PAINT</b> |              |                            |
|------------------------------------------------------------------|--------------|----------------------------|
| <b>Item</b>                                                      | <b>Color</b> | <b>Reflectivity</b>        |
| Standard Glass Beads                                             | White        | 225 mcd/lux/m <sup>2</sup> |
|                                                                  | Yellow       | 200 mcd/lux/m <sup>2</sup> |
| High Performance Glass Beads                                     | White        | 425 mcd/lux/m <sup>2</sup> |
|                                                                  | Yellow       | 325 mcd/lux/m <sup>2</sup> |

**Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 5-7,** delete and replace the second sentence of the first paragraph with the following:

In addition, *Paint Pavement Marking Lines* will be paid per linear foot for each 15 mil application placed in accordance with Subarticle 1205-8(C) for temporary pavement markings during temporary traffic patterns.

**Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 12-14,** delete and replace the second sentence of the second paragraph with the following:

In addition, *Paint Pavement Marking Symbols* will be paid for each 15 mil application placed in accordance with Subarticle 1205-8(C) for temporary pavement markings during temporary traffic patterns.

**Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 17-19,** delete and replace the third sentence of the third paragraph with the following:

In addition, *Paint Pavement Marking Characters* will be paid for each 15 mil application placed in accordance with Subarticle 1205-8(C) for temporary pavement markings during temporary traffic patterns.

**Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 17-19,** replace the second sentence of the ninth paragraph with the following:

No direct payment will be made for the work involved in applying the lines, including but not limited to surface preparation, reapplication of molten pavement marking crossed by a vehicle, removal of all pavement marking materials spilled on the roadway surface, and repair of markings tracked by a vehicle.

**Page 12-13, Article 1205-10 MEASUREMENT AND PAYMENT, after line 12,** add the

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following to the pay item and pay unit list:

| Pay Item                                                     | Pay Unit    |
|--------------------------------------------------------------|-------------|
| Integrated Multipolymer Pavement Marking Lines, __”, __ mils | Linear Foot |
| Integrated Multipolymer Pavement Marking Symbols, __ mils    | Each        |
| Integrated Multipolymer Pavement Marking Characters, __ mils | Each        |

**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.

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

Wattle Barriers shall meet Table 1642-3.

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

Coir Fiber Wattle Barriers shall meet Table 1642-4.

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

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

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

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

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

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

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

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

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

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

**INDUCTIVE DETECTION LOOPS MILL AND FILL:**

(6-16-26)

1725

SP17 R25R

Revise the *Standard Specifications* as follows:

**Page 17-20, Article 1725-3, CONSTRUCTION METHODS, lines 27-31,** replace the second sentence of the third paragraph with the following:

For new construction, construction involving placement of 2 or more asphalt layers, or resurfacing where a new asphalt layer is placed over the existing pavement surface without milling, install inductive detection loops before placing final layer of asphalt surface course. For mill and fill resurfacing operations where the pavement is milled and replaced in kind with a single surface course layer, install inductive detection loops in the completed surface course unless otherwise required by the contract.

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SSP-1

Catawba County

**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*.

BL-0066

SSP-2

Catawba County

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

(5-17-11)

Z-3

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

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

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

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

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

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

**BL-0066****SSP-3****Catawba County**

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

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**SSP-4**

**Catawba County**

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

Centipedegrass  
Crownvetch  
Pensacola Bahiagrass  
Creeping Red Fescue

Japanese Millet  
Reed Canary Grass  
Zoysia

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

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

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SSP-5

Catawba County

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

(1-16-24)(Rev. 6-16-26)

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 1-18, Article 102-10 BID BOND OR BID DEPOSIT, line 26,** replace " Subarticle 102-8(A)(8)(b)" with "Subarticle 102-8(A)(12)(b)".

**Page 1-20, Subarticle 102-14(A) State Funded Projects, line 3,** replace "\$30,000" with "\$40,000".

**Page 1-20, Subarticle 102-14(B) Federal Aid Projects, line 7,** replace "\$30,000" with "\$40,000".

**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,".

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**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”.

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**Catawba County**

**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".

**Page 16-27, Article 1644-5 MEASUREMENT AND PAYMENT, line 31,** replace "Article 1630-4" with "Article 1630-3".

**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".

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SSP-8

Catawba County

**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.

**BL-0066****SSP-9****Catawba County****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**

**BL-0066****SSP-10****Catawba County**

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:

**BL-0066****SSP-11****Catawba County**

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.

**BL-0066****SSP-12****Catawba County****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.

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SSP-13

Catawba County

**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); 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.

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- (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)

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

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

(HABENDUM CLAUSE)

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

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

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(\*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):

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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.)

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**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.

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**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

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SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

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Goals for Female

Participation in Each Trade

(Statewide) 6.9%

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FHWA-1273 -- Revised June 25, 2026

**CONTRACT PROVISIONS FOR  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor or 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.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 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**

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

**1. Assurances Required:**

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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:

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- (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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

### III. 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

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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](mailto: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](mailto: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 IV, 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 procurement 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

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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/WHDLegacy/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.

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(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 [29 CFR part 30](#), including any amendments thereto.

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 III. 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 in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, 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

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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](#).

#### IV. 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.

\* \$33 as of January 15, 2025 (See 90 FR 1859) 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 III paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

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- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement 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.

#### **V. 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 this section 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,

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contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VI. 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).

## **VII. 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."

## **VIII. 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.

## **IX. 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

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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 180.355(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).

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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.

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### **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 to 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.

\*\*\*\*\*

**BL-0066****SSP-31****Catawba County****X. 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.

**XI. 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.

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**SSP-32**

**Catawba County**

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (40 U.S.C. sections 14501(d) and 14701) and the Appalachian Regional Commission Code as authorized under 40 U.S.C. section 14302)  
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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.

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 40 U.S.C. 14501 allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

**BL-0066****SSP-33****Catawba County****STANDARD SPECIAL PROVISION****ON-THE-JOB TRAINING**

(10-16-07) (Rev. 6-16-26)

Z-10

**Description**

The North Carolina Department of Transportation administers a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternative OJT Program. All Contractors will be automatically placed in the Alternative OJT Program.

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.

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

**Minorities and Women**

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special 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 Unit, will assign annual training goals based on the Contractor's activity over the past three years' on federal projects with the Department. At the beginning of each year, all eligible Contractors 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 implement a self-imposed on-the-job training program for the calendar year. This agreement will specify the annual training goals agreed upon by both parties. The number of training assignments may range from 1 to 15 per Contractor per calendar year, unless a higher number is agreed to by the Contractor. The Contractor shall sign an agreement committing 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.

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

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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 special 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 trainees in each occupation shall be in their first year of 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 at minimum 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:

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|            |                                                                     |
|------------|---------------------------------------------------------------------|
| 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 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.

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**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC20260087 05/18/2026 NC87**

Z-087

Date: May 18, 2026

General Decision Number: NC20260087 05/18/2026 NC87

Superseded General Decision Numbers: NC20250087

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

|           |          |           |
|-----------|----------|-----------|
| Alexander | Caldwell | Henderson |
| Buncombe  | Catawba  | Madison   |
| Burke     | Haywood  |           |

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

1

Publication Date

01/02/2026

05/18/2026

SUNC2014-002 11/13/2014

|                                                                       | Rates | Fringes |
|-----------------------------------------------------------------------|-------|---------|
| TRUCK DRIVER (GVWR of 26,000 Lbs or Less)                             | 12.48 |         |
| TRUCK DRIVER (GVWR of 26,001 Lbs or Greater)                          | 13.65 |         |
| POWER EQUIPMENT OPERATORS (Milling Machine)                           | 15.08 |         |
| POWER EQUIPMENT OPERATORS (Mechanic)                                  | 17.86 |         |
| POWER EQUIPMENT OPERATORS (Tack Truck/Distributor Operator)           | 14.81 | .02     |
| POWER EQUIPMENT OPERATORS (Slip Form Machine)                         | 20.38 |         |
| POWER EQUIPMENT OPERATORS (Scraper Rough)                             | 13.83 |         |
| POWER EQUIPMENT OPERATORS (Scraper Finish)                            | 12.86 |         |
| POWER EQUIPMENT OPERATORS (Roller Other)                              | 12.51 | .03     |
| POWER EQUIPMENT OPERATORS (Roller Asphalt Finish)                     | 16.08 | .07     |
| POWER EQUIPMENT OPERATORS (Roller Asphalt Breakdown)                  | 15.00 | .08     |
| POWER EQUIPMENT OPERATORS (Paver Concrete)                            | 18.20 |         |
| POWER EQUIPMENT OPERATORS (Paver Asphalt)                             | 17.84 | .08     |
| POWER EQUIPMENT OPERATORS (Pavement Marking Equipment)                | 11.99 |         |
| POWER EQUIPMENT OPERATORS (Oiler/Greaser)                             | 15.05 |         |
| POWER EQUIPMENT OPERATORS (Off-Road Hauler/Water Tanker)              | 11.95 |         |
| POWER EQUIPMENT OPERATORS (Material Transfer Vehicle (Shuttle Buggy)) | 15.44 |         |
| POWER EQUIPMENT OPERATORS (Loader Greater Than 2 Cubic Yards)         | 17.91 |         |
| POWER EQUIPMENT OPERATORS (Loader 2 Cubic Yards or Less)              | 12.38 |         |
| POWER EQUIPMENT OPERATORS (Grader/Blade Rough)                        | 15.12 |         |
| POWER EQUIPMENT OPERATORS (Grader/Blade Fine)                         | 19.86 |         |
| POWER EQUIPMENT OPERATORS (Excavator Rough)                           | 14.67 |         |
| POWER EQUIPMENT OPERATORS (Excavator Fine)                            | 16.02 |         |

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|                                                      | Rates | Fringes |
|------------------------------------------------------|-------|---------|
| POWER EQUIPMENT OPERATORS (Drill Operator Structure) | 21.07 |         |
| POWER EQUIPMENT OPERATORS (Drill Operator Rock)      | 15.00 |         |
| POWER EQUIPMENT OPERATORS (Crane Rough/All-Terrain)  | 19.19 |         |
| POWER EQUIPMENT OPERATORS (Crane Other)              | 18.69 |         |
| POWER EQUIPMENT OPERATORS (Crane Boom Trucks)        | 18.19 |         |
| POWER EQUIPMENT OPERATORS (Concrete Grinder/Groover) | 19.20 |         |
| POWER EQUIPMENT OPERATORS (Bulldozer Rough)          | 14.51 |         |
| POWER EQUIPMENT OPERATORS (Bulldozer Fine)           | 16.28 |         |
| POWER EQUIPMENT OPERATORS (Asphalt Broom Tractor)    | 10.00 |         |
| PAINTER (Bridge)                                     | 20.67 |         |
| LABORER (Pipelayer)                                  | 12.87 |         |
| LABORER (Common or General)                          | 11.90 |         |
| LABORER (Traffic Signal/Lighting Installer)          | 15.33 | .22     |
| LABORER (Guardrail/Fence Installer)                  | 13.09 |         |
| LABORER (Cement Mason/Concrete Finisher Tender)      | 11.04 |         |
| LABORER (Carpenter Tender)                           | 10.50 |         |
| LABORER (Asphalt Screed/Jackman)                     | 15.38 | .08     |
| LABORER (Asphalt Raker and Spreader)                 | 11.76 |         |
| IRONWORKER                                           | 12.48 |         |
| ELECTRICIAN (Telecommunications Technician)          | 14.67 | 1.67    |
| ELECTRICIAN (Electrician)                            | 18.79 | 2.62    |
| CEMENT MASON/CONCRETE FINISHER                       | 14.40 |         |
| CARPENTER                                            | 13.48 |         |
| BLASTER                                              | 20.93 |         |

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 \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually.

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Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://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.

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"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](mailto: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](mailto: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](mailto:dba.reconsideration@dol.gov) or by mail to:

**BL-0066**

**SSP-40**

**Catawba County**

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

**BL-0066**

**SN-1**

**Catawba County**

**Signing and Delineation  
Project Special Provisions  
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| <b>Special Provision</b>     | <b>Page</b> |
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| Yield Lines Pavement Marking | SN-2        |
| Snowplowable Delineation     | SN-4        |

Refer to Section 1205 of the *Standard Specifications* and refer to Division 12 of the *Roadway Standard Drawings* on application of products used for yield lines. Refer to the integrated multipolymer (IMP) pavement marking special provision found elsewhere in this contract as applicable. Yield lines shall be a row of solid white isosceles triangles with 3 to 12 inches between each one, 12 to 24 inches in width, with a height 1.5 times the width. Yield lines shall point towards traffic, and they shall be placed at least 4 feet before the nearest controlled crosswalk. For unsignalized midblock crosswalks, yield lines shall be placed with the Yield Here to Pedestrians sign located 20 to 50 feet in advance of the crosswalk. Yield lines are not symbols or characters.

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**SN-3**

**Catawba County**

**Measurement and Payment**

*Yield Line \_\_\_\_\_ Pavement Marking, \_\_", \_\_mils* (for thermoplastic, integrated multipolymer, polyurea and heated-in-place thermoplastic material), *Yield Line Pavement Marking, Type III ( \_\_")* (for Type 3 cold applied plastic material), or *Yield Line Pavement Marking, " (for paint material)* will be measured and paid as the actual number of linear feet of pavement marking lines satisfactorily placed and accepted by the Engineer. The quantity of lines will be the summation of the linear feet of solid line measured end-to-end of the line.

Payment will be made under:

| <b>Pay Item</b>                                                   | <b>Pay Unit</b> |
|-------------------------------------------------------------------|-----------------|
| Yield Line _____ Pavement Marking, __", __mils                    | Linear Feet     |
| Yield Line Cold Applied Plastic Pavement Marking, Type III ( __") | Linear Feet     |
| Yield Line Paint Pavement Marking, __"                            | Linear Feet     |

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SN-4

Catawba County



4/15/2026

**SNOWPLOWABLE DELINEATION:**

(10-15-24)

1253

SP12 R53

**Description**

Furnish, install and maintain **Polycarbonate H-shaped Markers** for snowplowable delineation.

**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.

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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**

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 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.

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 until the epoxy has initially cured and is track free.

**(C) Reflector Replacement**

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*. 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.

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**Catawba County**

**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.

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

Payment will be made under:

| <b>Pay Item</b>                | <b>Pay Unit</b> |
|--------------------------------|-----------------|
| Polycarbonate H-shaped Markers | Each            |

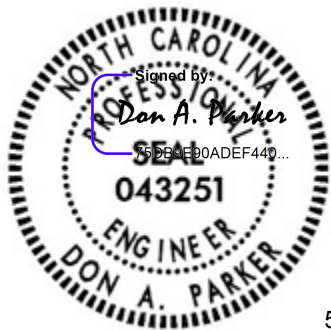
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Catawba County

WORK ZONE TRAFFIC CONTROL  
Project Special Provisions  
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| Temporary Traffic Control                        | TC-2 |
| ADA Compliant Pedestrian Traffic Control Devices | TC-6 |



5/15/2026

## TC-2

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### **TEMPORARY TRAFFIC CONTROL**

(9/1/2021) (10/13/2023) (Rev. 12/17/2024)

#### **General Requirements**

Maintain traffic on all roads in accordance with Divisions 10, 11 and 12 of the *NCDOT Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs when work is within 40 feet from the edge of the travel lane in accordance with Standard Drawing No. 1101.01 of the *NCDOT Roadway Standard Drawings* prior to beginning any other work. If signs are installed more than 3 calendar days prior to the beginning of work, cover the signs until the work begins. Install each work zone advance warning sign separately and not on the same post or stand with any other sign.

When personnel and/or equipment are working within 15 feet of an open travel lane, close the nearest open shoulder using Standard Drawing No. 1101.04 of the *NCDOT Roadway Standard Drawings* unless the work area is protected by barrier or guardrail or a lane closure is installed.

When personnel and/or equipment are working within 5 feet of an open travel lane of an undivided facility, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *NCDOT Roadway Standard Drawings* unless the work area is protected by barrier or guardrail.

When personnel and/or equipment are working within 10 feet of an open travel lane of a divided facility, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *NCDOT Roadway Standard Drawings*, unless the work area is protected by barrier or guardrail.

When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane using Standard Drawing No. 1101.02 of the *NCDOT Roadway Standard Drawings* or as directed by the Engineer.

Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Do not work simultaneously within 15 feet on both sides of an open travel way, ramp, or loop within the same location, unless protected with guardrail or barrier.

Remove lane closure devices from the lane when work is not being performed behind the lane closure or when a lane closure is no longer needed or as directed by the Engineer.

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**BL-0066****Catawba County****Temporary Traffic Control (TTC)**

Refer to Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *NCDOT Roadway Standard Drawings* when closing a lane of travel or shoulder in the work zone.

Notify the Engineer 30 calendar days prior to any traffic pattern alteration.

Ensure all necessary signing is in place prior to altering any traffic pattern.

When lane closures are not in effect, space channelizing devices in work areas no greater in feet than twice the posted speed limit (MPH), except 10 feet on-center in radii, and 3 feet off the edge of an open travelway. Refer to *NCDOT Standard Specifications* Sections 1130 (Drums), 1135 (Cones), and 1180 (Skinny Drums) for additional requirements.

Place additional sets of three channelizing devices (Drums, Cones, or Skinny Drums) perpendicular to the edge of travelway on 100 to 500 feet centers, as directed by the Engineer, when unopened lanes are closed to traffic.

Place Type III Barricades with “ROAD CLOSED” sign R11-2 attached, of sufficient length to close the entire roadway.

Install black on orange “DIP” (W8-2) and/or “BUMP” (W8-1) signs in advance of the uneven area in accordance with Standard Drawing 1101.11, or as directed by the Engineer.

**Law Enforcement**

Use uniformed Law Enforcement officers to control traffic at signalized intersections when the temporary traffic pattern cannot be controlled by the signal’s normal operation.

**Pavement Edge Drop Off Requirements**

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an opened travel lane that has an edge of pavement drop-off as follows:

- Backfill drop-offs that exceed 2 inches on roadways with posted speed limits of 45 mph or greater.
- Backfill drop-offs that exceed 3 inches on roadways with posted speed limits less than 45 mph.

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- Backfill with suitable compacted material, as approved by the Engineer, at no expense to the department.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning “Uneven Lanes” signs (W8-11) 500 feet in advance and a minimum of every half mile throughout the uneven area.

The following options are available during milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- Mill a single lane and pave back by the end of each work day.
- Mill the entire width of roadway and pave back within 72 hours.

The following options are available during milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- Mill a single lane and pave back by the end of each work day.
- Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.

If milled areas are not paved back within the same work period the Contractor is to furnish and install portable “Grooved Pavement” (W8-15) w/ Motorcycle Plaque mounted below signs. These are to be dual indicated where lateral clearance can be obtained within the median areas. Install the “Grooved Pavement” (W8-15) w/ Motorcycle Plaque 1500’ in advance of the milled area. Once mitigated, all portable signs are to be removed.

Pavement Markings

Install temporary pavement markings and temporary pavement markers for the sole purpose of maintaining traffic as follows:

| <u>Surface Type</u> | <u>Marking</u> | <u>Marker</u>    |
|---------------------|----------------|------------------|
| Asphalt             | Paint          | Temporary Raised |

Place one application of paint for lines initially. Place a second application of paint 6 months after the initial application and every 6 months as directed by the Engineer.

Trace the existing and/or proposed monolithic island with the proper color pavement marking prior to removal and/or installation. Place drums, cones, or tubular markers to delineate any existing

## TC-5

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**Catawba County**

and/or proposed monolithic islands after removal and/or before installation.

Tie proposed pavement marking lines to existing pavement marking lines.

Remove/Replace any conflicting/damaged pavement markings and markers by the end of each day's operation.

Install pavement markings and pavement markers on the final surface as shown in the Final Pavement Marking Plan.

### **Project Requirements**

Failure to comply with the following requirements will result in a suspension of all other operations:

1. Prior to beginning work, the Contractor shall submit a written construction sequence for traffic control and construction lighting to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic.
2. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
3. If Lane Closure Restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".
4. Contractor shall conduct operations in an order such that water does not accumulate.
5. The Contractor on this and any adjacent projects, or subcontractors working within this project shall coordinate lane closure location, type, and direction with the Engineer to best maintain lane continuity through the limits of this and adjacent projects.
6. Operate paving equipment and conduct paving operations in the same direction as the flow of traffic unless the operation is protected by barrier or guardrail or as directed by the Engineer. Maintain vehicular access in accordance with Section 1101-05 of the *NCDOT Standard Specifications*.
7. Use ADA compliant pedestrian traffic control devices to keep proposed sidewalk closed until complete and connectivity achieved.

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8. Provide appropriate construction lighting in accordance with Section 1413 of the *NCDOT Standard Specifications*.

### **Measurement and Payment**

*Paint Pavement Marking Lines, Paint Pavement Marking Symbols, and Paint Pavement Marking Characters*, that are required for the maintenance of traffic will be measured and paid in accordance with Section 1205-10. *Yield Line Paint Pavement Markings* will be paid in accordance with special provision found elsewhere in this contract.

*Law Enforcement* will be measured and paid in accordance with Section 1190-3.

*Signs (portable, and stationary), Truck Mounted Attenuators (TMA), Portable Changeable Message Signs (PCMS), Flashing Arrow Boards (FAB), Drums, Barricades, and Flaggers* will be measured and paid in accordance with the item's specific Section in the NCDOT Standard Specifications, Section 1105 of the NCDOT Standard Specifications, or the item's Special Provision, as determined by the Engineer.

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

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

### **Description**

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

The ADA compliant pedestrian traffic control devices used to either close, redirect, divert or detour pedestrian traffic are Pedestrian Channelizing Devices.

### **Construction Methods**

The ADA compliant pedestrian traffic control devices involved in the closing or redirecting of pedestrians in the aforementioned "Temporary Traffic Control" special provision 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 required by the Engineer.

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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

BL-0066

UC-1

Catawba County

PROJECT SPECIAL PROVISIONS  
Utility Construction

**B. Chad Houser, PE, PLS** | Project Manager

**TGS Engineers**

201 W. Marion St. | Shelby, NC 28150 | 704-476-0003 ex 311

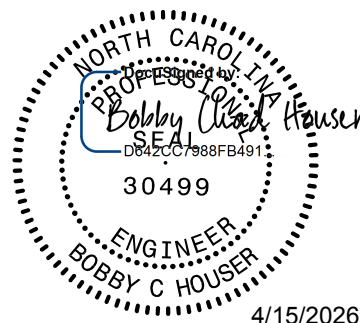
[chouser@tgsengineers.com](mailto:chouser@tgsengineers.com)

Utility Owner:

City Of Hickory

1441 9th Avenue

Hickory, NC 28601



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 City of Hickory. The contact person is Caleb Bynum, Utilities Engineer and he can be reached by phone at (828) 323-7473.

The provisions contained within these Utilities Construction Project Special Provisions modify the *Standard Specifications* only for materials used and work performed.

**COMMENCEMENT OF WORK**

A pre-construction meeting is required before work may begin. City of Hickory Public Services shall be notified 72 hours prior to project mobilization

**MATERIALS APPROVAL**

All utility materials shall be approved by the owner prior to delivery to the project per section 1500-7 of the Standard Specifications for Roads and Structures dated January 2024.

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**UC-2**

**Catawba County**

**TESTING AND STERILIZATION**

All waterline testing shall be in accordance with section 1510-3(B) of the 2024 NCDOT Standards and Specification and shall occur at the time of construction. A designated representative from City of Hickory shall be notified to witness testing prior to their acceptance.

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Catawba County

PROJECT SPECIAL PROVISIONS  
Utilities by Others



119 Brookstown Avenue, Suite 305  
Winston-Salem, NC 27101  
Voice: (336) 705-8844  
telics.com

**General:**

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

- A) Duke Energy – Power
- B) Brightspeed – Communications
- C) Segra – Communications
- D) Metronet – Communications
- E) Ripple Fiber - Communications

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility 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) Duke Energy – Power
  - 1) Contact person for Duke Energy is Raymond Veilleux (864) 908-5478, [raymond.veilleux@duke-energy.com](mailto:raymond.veilleux@duke-energy.com).
- B) Brightspeed – Communications
  - 2) Contact person for Brightspeed is Juan Garcia (876) 508-8626, [juan.garcia@genxcgroup.com](mailto:juan.garcia@genxcgroup.com).

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**Catawba County**

PROJECT SPECIAL PROVISIONS

Utilities by Others

C) Segra – Communications

- 3) Contact person for Segra is Robert Robinson  
(803) 726-4030, [robert.robinson@segra.com](mailto:robert.robinson@segra.com).

D) Metronet – Communications

- 4) Contact person for Metronet is Jon Raduns (252) 339-5695,  
[jon.raduns@metronet.com](mailto:jon.raduns@metronet.com).

E) Ripple Fiber – Communications

- 5) Contact person for Ripple Fiber is Harrison Golson  
(980) 384-8259, [harrison@ripplefiber.com](mailto:harrison@ripplefiber.com).

**BL-0066****EC-1****Catawba County**

**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:****(West)**

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

**Shoulder and Median Areas**

**August 1 - June 1**

|       |                    |
|-------|--------------------|
| 20#   | Kentucky Bluegrass |
| 75#   | Hard Fescue        |
| 25#   | Rye Grain          |
| 500#  | Fertilizer         |
| 4000# | Limestone          |

**May 1 - September 1**

|       |                           |
|-------|---------------------------|
| 20#   | Kentucky Bluegrass        |
| 75#   | Hard Fescue               |
| 10#   | German or Browntop Millet |
| 500#  | Fertilizer                |
| 4000# | Limestone                 |

**BL-0066****EC-2****Catawba County****Areas Beyond the Mowing Pattern, Waste and Borrow Areas:****August 1 - June 1**

|       |                    |
|-------|--------------------|
| 100#  | Tall Fescue        |
| 15#   | Kentucky Bluegrass |
| 30#   | Hard Fescue        |
| 25#   | Rye Grain          |
| 500#  | Fertilizer         |
| 4000# | Limestone          |

**May 1 - September 1**

|       |                           |
|-------|---------------------------|
| 100#  | Tall Fescue               |
| 15#   | Kentucky Bluegrass        |
| 30#   | Hard Fescue               |
| 10#   | German or Browntop Millet |
| 500#  | Fertilizer                |
| 4000# | Limestone                 |

**Approved Tall Fescue Cultivars**

|                            |                 |                 |                    |
|----------------------------|-----------------|-----------------|--------------------|
| 06 Dust                    | Escalade        | Kalahari        | Serengeti          |
| 2 <sup>nd</sup> Millennium | Essential       | Kitty Hawk 2000 | Shelby             |
| 3 <sup>rd</sup> 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            |

**BL-0066****EC-3****Catawba County**

|          |           |          |             |
|----------|-----------|----------|-------------|
| Diablo   | Integrity | RNP      | Watchdog    |
| Dominion | Jaguar 3  | Rocket   | Wolfpack II |
| Dynamic  | Jamboree  | Saltillo | Xtremegreen |
| Dynasty  | Justice   | Scorpion |             |

## Approved Kentucky Bluegrass Cultivars:

|              |             |               |               |
|--------------|-------------|---------------|---------------|
| 4-Season     | Blue Coat   | Granite       | Prosperity    |
| Alexa II     | Blue Note   | Hampton       | Quantum Leap  |
| America      | Blue Velvet | Harmonie      | Rambo         |
| Apollo       | Boomerang   | Impact        | Rhapsody      |
| Aramintha    | Cabernet    | Jackrabbit    | Rhythm        |
| Arcadia      | Champagne   | Jefferson     | Royce         |
| Aries        | Champlain   | Juliet        | Rubicon       |
| Armada       | Chicago II  | Keeneland     | Rugby II      |
| Arrow        | Corsair     | Langara       | Rush          |
| Arrowhead    | Courtyard   | Legend        | Shariz        |
| Aura         | Dauntless   | Liberator     | Showcase      |
| Avid         | Delight     | Lunar         | Skye          |
| Award        | Diva        | Madison       | Solar Eclipse |
| Awesome      | Dynamo      | Mazama        | Sonoma        |
| Bandera      | Eagleton    | Mercury       | Sorbonne      |
| Barduke      | Emblem      | Merlot        | Starburst     |
| Barnique     | Empire      | Midnight      | Sudden Impact |
| Baron        | Envicta     | Midnight II   | Thermal Blue  |
| Baroness     | Everest     | Moon Shadow   | Total Eclipse |
| Barrister    | Everglade   | Mystere       | Touche        |
| Barvette HGT | Excursion   | Nu Destiny    | Tsunami       |
| Bedazzled    | Freedom II  | NuChicago     | Valor         |
| Belissimo    | Fredon III  | NuGlade       | Washington    |
| Bewitched    | Front Page  | Oasis         | Zedor         |
| Beyond       | Futurity    | Odyssey       | Zinfandel     |
| Blackjack    | Gaelic      | Perfection    |               |
| Bluebank     | Ginney II   | Pinot         |               |
| Blueberry    | Gladstone   | Princeton 105 |               |

## Approved Hard Fescue Cultivars:

|             |           |            |            |
|-------------|-----------|------------|------------|
| Aurora Gold | Firefly   | Nordic     | Rhino      |
| Azay Blue   | Gladiator | Oxford     | Scaldis II |
| Beacon      | Granite   | Predator   | Spartan II |
| Berkshire   | Heron     | Quatro     | Stonehenge |
| Beudin      | Jetty     | Reliant II | Sword      |
| Blueray     | Minimus   | Reliant IV | Warwick    |
| Chariot     | Miser     | Rescue 911 |            |
| Eureka II   | Nancock   | Resolute   |            |

**BL-0066****EC-4****Catawba County**

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza January 1 - December 31.

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

### **Native Grass Seeding And Mulching (West)**

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation and/or trout stream construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

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.

#### **August 1 - June 1**

|       |                     |
|-------|---------------------|
| 18#   | Creeping Red Fescue |
| 8#    | Big Bluestem        |
| 6#    | Indiangrass         |
| 4#    | Switchgrass         |
| 35#   | Rye Grain           |
| 500#  | Fertilizer          |
| 4000# | Limestone           |

#### **May 1 – September 1**

|       |                           |
|-------|---------------------------|
| 18#   | Creeping Red Fescue       |
| 8#    | Big Bluestem              |
| 6#    | Indiangrass               |
| 4#    | Switchgrass               |
| 25#   | German or Browntop Millet |
| 500#  | Fertilizer                |
| 4000# | Limestone                 |

#### **Approved Creeping Red Fescue Cultivars:**

Aberdeen

Boreal

Epic

Cindy Lou

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.

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

### **Measurement and Payment**

Native Grass *Seeding and Mulching* will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

**BL-0066****EC-5****Catawba County****TEMPORARY SEEDING:**

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

**FERTILIZER TOPDRESSING:**

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

**SUPPLEMENTAL SEEDING:**

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, and the rate of application may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

**MOWING:**

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

**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

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

**Polyacrylamides (PAMS) and Flocculants**

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

[https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8\\_30\\_18.pdf](https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8_30_18.pdf)

**Equipment Fluids**

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

**Waste Materials**

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

**Herbicide, Pesticide, and Rodenticides**

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

**BL-0066****EC-7****Catawba County****Concrete Materials**

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

**Earthen Material Stock Piles**

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

**Measurement and Payment**

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

**WASTE AND BORROW SOURCES:**

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

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

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

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

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

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

**SAFETY FENCE AND JURISDICTIONAL FLAGGING:****Description**

*Safety Fence* shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other

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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

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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

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**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**

Temporary Silt Fence

**Section**

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

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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.

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Payment will be made under:

**Pay Item**Concrete Washout Structure  
Prefabricated Concrete Washout**Pay Unit**Each  
Each**FABRIC INSERT INLET PROTECTION**

(1-1-24)

**Description**

Install, maintain, and remove Fabric Insert Inlet Protection, of the type specified, in inlet structures (catch basins, drop inlets, etc.) in areas where asphalt or concrete may prevent the proper installation of a Rock Inlet Sediment Traps Type C, or as directed by the Engineer.

**Materials**

Provide a fabric inlet protection device composed of a fitted woven polypropylene geotextile double sewn with nylon thread suspended sack. The Fabric Insert Inlet Protection shall be manufactured to fit the opening of the catch basin or drop inlet or shall have a deflector to direct runoff from the curb opening into the fabric sack. The Fabric Insert Inlet Protection shall have a rigid frame or support system to support the loaded weight of the product. The product shall have lifting loops for removing the device from the basin and will have dump straps attached at the bottom to facilitate the emptying of the device. The Fabric Insert Inlet Protection shall have an overflow system to allow stormwater to enter the inlet structure and avoid ponding on the roadway when the device reaches capacity.

The fitted filter assembly shall have the following physical properties:

Type 1 (High Flow):

| <b>Physical</b>           | <b>Test Method</b> | <b>English</b>              |
|---------------------------|--------------------|-----------------------------|
| Grab Tensile              | ASTM D-4632        | 255 x 275 lbs               |
| Minimum Puncture Strength | ASTM D-4833        | 125 lbs                     |
| Mullen Burst              | ASTM D-3786        | 420 PSI                     |
| Minimum UV Resistance     | ASTM D-4355        | 70 %.                       |
| Flow Rate                 | ASTM D-4491        | 200 gal/min/ft <sup>2</sup> |
| Apparent Opening          | ASTM D-4751        | 20 US Sieve                 |
| Permittivity              | ASTM D-4491        | 1.5 sec <sup>-1</sup>       |

Type 2 (Low Flow):

| <b>Physical</b>           | <b>Test Method</b> | <b>English</b> |
|---------------------------|--------------------|----------------|
| Grab Tensile              | ASTM D-4632        | 315 x 300 lbs  |
| Grab Elongation           | ASTM D-4632        | 15 x 15 %      |
| Minimum Puncture Strength | ASTM D-4833        | 125 lbs        |
| Mullen Burst              | ASTM D-3786        | 650 PSI        |
| Minimum UV Resistance     | ASTM D-4355        | 70 %.          |

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|                  |             |                            |
|------------------|-------------|----------------------------|
| Flow Rate        | ASTM D-4491 | 40 gal/min/ft <sup>2</sup> |
| Apparent Opening | ASTM D-4751 | 40 US Sieve                |
| Permittivity     | ASTM D-4491 | 0.55 sec <sup>-1</sup>     |

Construction Methods

Strictly adhere to the manufacturer’s installation instructions and recommendations. Maintenance shall include regular daily inspections and after each qualifying rain event. The Fabric Insert Inlet Protection shall be emptied, cleaned and placed back into the basin when it reaches 50% capacity or as directed by the Engineer.

Measurement and Payment

*Fabric Insert Inlet Protection, Type \_\_* will be measured and paid in units of each of the type specified, complete in place and accepted. Such payment shall be full compensation for furnishing and installing the *Fabric Insert Inlet Protection, Type \_\_* in accordance with this specification and for all required maintenance.

*Fabric Insert Inlet Protection Cleanout* will be measured and paid in units of each for the maintenance of the device, cleanout and disposal of accumulated sediments.

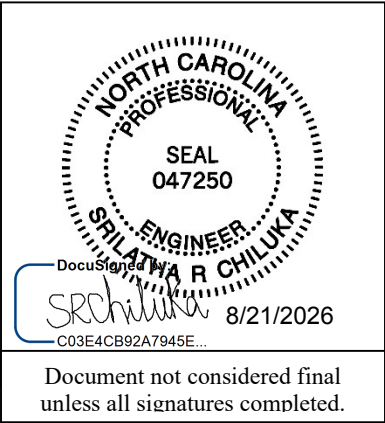
Payment will be made under:

| Pay Item                                | Pay Unit |
|-----------------------------------------|----------|
| Fabric Insert Inlet Protection, Type __ | Each     |
| Fabric Insert Inlet Protection Cleanout | Each     |

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TS-1

Catawba County



Signals and Intelligent Transportation Systems  
Project Special Provisions  
(Version 24.3)

Prepared By: SCP  
21-Aug-26

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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. 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."

**1.3. PEDESTALS (1098-15)**

Pages 10-226 through 10-230, revise section 1098-15 beginning on page 10-226 line 17 through page 10-230 line 10 to read "Furnish pedestal assemblies and their components that are pre-approved on the ITS & Signals QPL with foundations that conform to the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*, and the Interim Specifications as shown on the plans. Refer to *Roadway Standard Drawings* No. 1743 for structural design specifications for each type of pedestal.

**(A) Pedestal Shaft**

Furnish one piece pedestal shafts fabricated from either aluminum or galvanized steel pipe with a uniform pipe outer diameter of 4.5 inches and of the lengths specified for the type of pedestal shown on *Roadway Standard Drawing* No. 1743. Refer to Article 1743-2 for pedestal type descriptions.

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For Type I (pedestrian pushbutton pedestals) and Type II (normal-duty pedestals), furnish shafts constructed from schedule 40 extruded aluminum pipe that conforms to Aluminum Association Alloy 6061-T6 with a tensile strength of 30 ksi and a minimum wall thickness of 0.237 inch. Aluminum conduit will not develop the necessary strength required and is not allowed. Thread and deburr in accordance with American National Standard Pipe Threads, NPT (ANSI B2.1). Finish the exterior with a rough surface texture consisting of a uniform grain pattern that is perpendicular to the axis of the pipe along the full pipe length. Unless otherwise specified, do not use galvanized steel pipe for Type I and Type II pedestal shafts.

**(B) Transformer Bases**

Furnish transformer bases for each type of pedestal shown on *Roadway Standard Drawings* No. 1743 fabricated from aluminum that meets Aluminum Association Alloy 356 or equivalent, and that are designed to break upon impact in accordance with AASHTO requirements. Pre-approved transformer base shape, size, and bolt circle dimensions may vary by product supplier, but are structurally qualified for use by each pedestal type. Compliance with manufacturer's installation instructions is crucial to ensure optimal performance when impacted.

Provide a 0.5 inch minimum diameter, coarse thread hole cast into transformer base located inside of base and oriented for easy access for use in grounding and bonding.

Provide an access opening for all transformer bases with an access door that is attached with a 1/4 inch x 3/4 inch long stainless steel vandal proof screw to secure access door.

For Type I (pedestrian pushbutton pedestals) and Type II (normal-duty pedestals), provide a threaded opening at the top of the base to receive a 4 inch NPT pipe shaft. Include a set screw prep and 3/8 inch-16 x 1 inch stainless steel set screw to secure the pedestal post to the pedestal base. Fabricate the bottom of the transformer base with four equally spaced holes or slots to secure the entire assembly to the concrete foundation.

**(C) Anchor Bolts**

For each pedestal mounted on a concrete foundation, provide four anchor bolts in accordance with ASTM F1554, Grade 55, of the size and length specified in *Roadway Standard Drawings* No. 1743. Provide anchor bolts with coarse threads meeting the bolt/thread criteria specified by AISC. Provide threads for a minimum length of 4 inches on each end of the bolt. All thread anchor rods may be used. Ensure anchor bolts are hot-dipped galvanized in accordance with ASTM A153.

For each anchor bolt:

- (1) Provide three heavy hex nuts; one at the top, and two at the bottom (embedded end) of the anchor bolt. Provide hex nuts with coarse threads that match the anchor bolt thread requirements above. Provide hex nuts that meet the requirements of ASTM A563 Grade DH, ASTM A194, Grade 2H or equivalent. Galvanize all heavy hex nuts in accordance with ASTM A153.

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- (2) Provide one standard size washer that meets the requirements of ASTM F436 for use between the two heavy hex nuts on the embedded end of the anchor bolt. Galvanize in accordance with ASTM A153.
- (3) Provide one extra thick, oversized washer for use over the slotted opening of the pedestal base. Fabricate washer to meet the chemical, physical, and heat treating requirements of ASTM F436. Fabricate the washer to the diameter and thickness needed. Galvanize fabricated washer in accordance with ASTM A153. Heat treat to the same requirements as F436 (i.e. 26 to 45 HRC).

For a 3/4 inch diameter anchor bolt mounted in a 1 1/2 inch slotted opening, the dimensional requirements for an extra thick, oversized washer are as follows:

- (a) The minimum Outside Diameter (OD) required is 2 3/4 inch.
- (b) The hole Inside Diameter (ID) = Nominal Bolt Diameter + 1/16 inch = 0.812 inch.
- (c) The minimum washer thickness required is 3/8 inch.

If anchor bolts less than 3/4 inch in diameter are proposed for use to anchor pedestal bases, provide a washer calculation to ensure the washer thickness is adequate. To account for any pedestal manufacturing differences, verify the actual slotted opening width of the pedestal base anchoring points, and include it in the calculation. Anchor bolts that are less than 1/2 inch in diameter may not be used as they are not structurally adequate to support the pedestal and may inhibit the performance of the breakaway base.

The fabrication process for thick washers makes the washer slightly tapered (i.e. the top OD and the bottom OD are not the same). Install thick washers with the larger diameter face down against the pedestal base casting.

Do not use standard washers over the slotted opening of the pedestal base. Do not substitute or stack thin washers to achieve the required thickness specified or required.

In addition to the submittal requirements of Section 1098-1(B), provide Mill Certifications, Galvanization Certifications, and Heat Treating Certifications for all anchor bolts, fabricated washers, and structural hardware.

#### **(D) Pedestal Cap**

Furnish a 4 1/2 inch outside diameter slip fit domed pedestal top cap for each pedestal assembly designed to fit over the outside of the pedestal shaft. Fabricate the cap from aluminum that meets Aluminum Association Alloy 356. Ensure the cap provides 3 equally spaced stainless steel set screw fasteners to secure the cap to the pedestal shaft.

#### **(E) Pole Flange Base for 4 1/2 Inch Pipe**

As an alternative to using a frangible transformer base, furnish a flange base with cover for use with Type I pedestrian pushbutton pedestals only. Flange bases are non-breakaway supports that are to be used with a breakaway bolt system for AASHTO compliance for breakaway structures. Provide aluminum or steel flange bases with a minimum 7.5 inch diameter bolt circle. Ensure bases are either continuously welded to shafts or threaded to receive shafts. Each base should be designed to accommodate either three or four 1/2 inch bolts equally spaced on the bolt circle to receive breakaway anchors. Provide NPT threads on the internal opening of the flange base

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through the full length of the flange base with locking set screws at the top of the base to receive a 4 inch NPT pipe shaft.

Fabricate aluminum flange bases that meet Aluminum Association Alloy 356 requirements for architectural bases. Fabricate steel flange bases that meet ASTM A36.

Do not use flange bases for Type II or Type III pedestals.

**(F) Breakaway Anchors**

Use breakaway anchors installed in concrete pedestal foundations as an alternative to transformer bases. Furnish single or double neck omni-directional breakaway anchor bolt coupling systems for use with Type I (pedestrian pushbutton pedestals) only. Use with non-breakaway pole flange bases. Use 1/2 inch diameter bolts for pushbutton posts. Fabricate from steel with a minimum yield strength of 55 ksi. Galvanize in accordance with ASTM A153. Do not use breakaway anchors with Type II or III pedestals, or in conjunction with breakaway transformer bases.

**(G) Foundation**

Install concrete pedestal foundations of the type and size shown on *Roadway Standard Drawings* No. 1743.04. Furnish Class A minimum concrete that conforms to Article 1000-4.

Provide reinforcing steel that conforms to the applicable parts of Section 1070.

**(H) Screw-In Helical Foundation Anchor Assembly**

Furnish and install screw-in helical foundation as an alternative to the standard reinforced concrete foundation specified in Section 1743, for supporting Type I and Type II Pedestals. Do not use for Type III Pedestals.

**(1) Type I – Pedestrian Pushbutton Post:**

Fabricate pipe assembly consisting of a 4 inch diameter x 56 inch long pipe, single helical blade and square fixed attachment plate. Furnish pipe in accordance with ASTM A53 ERW Grade B and include a 2 inch x 3 inch cable opening in the pipe at 18 inches below the attachment plate. Furnish steel attachment plate and helical blade in accordance with ASTM A36. Include four slotted mounting holes in the attachment plate to fit bolt circles ranging from 7 3/4 inches to 14 3/4 inches in diameter. Furnish additional 3/4 inch keyholes at slotted holes to permit anchor bolt installation and replacement from top surface. Include combination bolt-head retainer and dirt scrapers at the attachment plate underside to allow for a level or flush-mount plate installation with respect to the finished grade. Galvanize pipe assembly components in accordance with AASHTO M 111 or an approved equivalent.

Furnish four 3/4 inch 10NC x 3 inch square head anchor bolts to meet the requirements of ASTM F3125. Provide four 3/4 inch plain flat galvanized washers, four 3/16 inch thick galvanized plate washers and four 3/4 inch galvanized hex nuts. Galvanize in accordance with AASHTO M 111 or an approved equivalent.

**(2) Type II – Normal-Duty Pedestal:**

Fabricate pipe assembly consisting of a 6 inch diameter x 60 inch long, single helical blade, 1 1/4 inch diameter stinger rod and square fixed attachment plate. Furnish pipe in accordance

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with ASTM A53 ERW Grade B using schedule 40 wall thickness and include a 2 inch x 3 inch cable opening in the pipe at 18 inches below the attachment plate. Furnish steel attachment plate, helical blade and stinger rod in accordance with ASTM A36. Include four slotted mounting holes in the attachment plate to fit bolt circles ranging from 10 inches to 15 inches in diameter. Furnish additional 1 1/4 inch keyholes at slotted holes to permit anchor bolt installation and replacement from top surface. Include combination bolt-head retainer and dirt scrapers at the attachment plate underside to allow for a level or flush-mount plate installation with respect to the finished grade. Galvanize pipe assembly components in accordance with AASHTO M 111 or an approved equivalent.

Furnish four 1 inch 8NC x 4 inch galvanized Grade 5 square head anchor bolts. Provide four 1 inch plain flat galvanized washers and four 1 inch galvanized hex nuts. Galvanize in accordance with AASHTO M 111 or an approved equivalent.”

## **2. SIGNAL HEADS**

### **2.1. MATERIALS**

#### **A. General:**

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel.

Fabricate tunnel and traditional visors from sheet aluminum.

Paint all surfaces inside and outside of signal housings and doors. Paint outside surfaces of tunnel and traditional visors, wire outlet bodies, wire entrance fitting brackets and end caps when supplied as components of messenger cable mounting assemblies, pole and pedestal mounting assemblies, and pedestrian pushbutton housings. Have electrostatically-applied, fused-polyester paint in highway yellow (Federal Standard 595C, Color Chip Number 13538) a minimum of 2.5 to 3.5 mils thick. Do not apply paint to the latching hardware, rigid vehicle signal head mounting brackets for mast-arm attachments, messenger cable hanger components or balance adjuster components.

Have the interior surfaces of tunnel and traditional visors painted an alkyd urea black synthetic baking enamel with a minimum gloss reflectance and meeting the requirements of MIL-E-10169, “Enamel Heat Resisting, Instrument Black.”

Where required, provide polycarbonate signal heads and visors that comply with the provisions pertaining to the aluminum signal heads listed on the QPL with the following exceptions:

Fabricate signal head housings, end caps, and visors from virgin polycarbonate material. Provide UV stabilized polycarbonate plastic with a minimum thickness of  $0.1 \pm 0.01$  inches that is highway yellow (Federal Standard 595C, Color Chip 13538). Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

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| <b>Test</b>                                        | <b>Required</b>    | <b>Method</b> |
|----------------------------------------------------|--------------------|---------------|
| 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.

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Ensure LED traffic signal modules meet the performance requirements for the minimum period of 15 years, provide a written warranty against defects in materials and workmanship for the modules for a period of 15 years after installation of the modules. During the warranty period, the manufacturer must provide new replacement modules within 45 days of receipt of modules that have failed at no cost to the State. Repaired or refurbished modules may not be used to fulfill the manufacturer's warranty obligations. Provide manufacturer's warranty documentation to the Department during evaluation of product for inclusion on Qualified Products List (QPL).

**B. Vehicle Signal Heads:**

Comply with the ITE standard "Vehicle Traffic Control Signal Heads". Provide housings with provisions for attaching backplates.

Provide visors that are 10 inches in length for 12-inch vehicle signal heads.

Provide a termination block with one empty terminal for field wiring for each indication plus one empty terminal for the neutral conductor. Have all signal sections wired to the termination block. Provide barriers between the terminals that have terminal screws with a minimum Number 8 thread size and that will accommodate and secure spade lugs sized for a Number 10 terminal screw.

Mount termination blocks in the yellow signal head sections on all in-line vehicle signal heads. Mount the termination block in the red section on five-section vehicle signal heads.

Furnish vehicle signal head interconnecting brackets. Provide one-piece aluminum brackets less than 4.5 inches in height and with no threaded pipe connections. Provide hand holes on the bottom of the brackets to aid in installing wires to the signal heads. Lower brackets that carry no wires and are used only for connecting the bottom signal sections together may be flat in construction.

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate messenger cable hanger components, wire outlet bodies and balance adjuster components from stainless steel or malleable iron galvanized in accordance with ASTM A153 (Class A) or ASTM A123. Provide serrated rings made of aluminum. Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, hex-head bolts and associated nuts, clevis pins, cotter pins, U-bolt clamps and nuts from stainless steel.

Provide LED vehicular traffic signal modules (hereafter referred to as modules) that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections. Use LEDs that are aluminum indium gallium phosphorus (AlInGaP) technology for red and yellow indications and indium gallium nitride (InGaN) for green indications. Install the ultra bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 15 years and to meet all parameters of this specification during this period of useful life.

For the modules, provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard signal head. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Tint the red, yellow and green lenses to correspond with the wavelength (chromaticity) of the LED. Transparent tinting films are unacceptable. Provide a lens that is integral to the unit with a smooth outer surface.

1. LED Circular Signal Modules:

Provide modules in the following configurations: 12-inch circular sections. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer’s model number and the product number (assigned by the Department) for each module that appears on the 2024 or most recent Qualified Products List. In addition, provide manufacturer’s certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE “Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement” dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Circular Supplement:

| Module Type            | Max. Wattage at 165° F | Nominal Wattage at 77° F |
|------------------------|------------------------|--------------------------|
| 12-inch red circular   | 17                     | 11                       |
| 12-inch green circular | 15                     | 15                       |

For yellow circular signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to insure power required at 77° F is 22 Watts or less for the 12-inch circular module.

Note: Use a wattmeter having an accuracy of ±1% to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

2. LED Arrow Signal Modules

Provide 12-inch omnidirectional arrow signal modules. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer’s model number and the product number (assigned by the Department) for each module that appears on the 2024 or most recent Qualified Products List. In addition, provide manufacturer’s certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE “Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement” dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Arrow Supplement:

| Module Type         | Max. Wattage at 165° F | Nominal Wattage at 77° F |
|---------------------|------------------------|--------------------------|
| 12-inch red arrow   | 12                     | 9                        |
| 12-inch green arrow | 11                     | 11                       |

For yellow arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Arrow Supplement to insure power required at 77° F is 12 Watts or less.

Note: Use a wattmeter having an accuracy of ±1% to measure the nominal wattage and maximum wattage of an arrow traffic signal module. Power may also be derived from voltage, current and power factor measurements.

**C. Pedestrian Signal Heads:**

Provide pedestrian signal heads with international symbols that meet the MUTCD. Do not provide letter indications.

Comply with the ITE standard for “Pedestrian Traffic Control Signal Indications” and the following sections of the ITE standard for “Vehicle Traffic Control Signal Heads” in effect on the date of advertisement:

- Section 3.00 - “Physical and Mechanical Requirements”
- Section 4.01 - “Housing, Door, and Visor: General”
- Section 4.04 - “Housing, Door, and Visor: Materials and Fabrication”
- Section 7.00 - “Exterior Finish”

Provide a double-row termination block with three empty terminals and number 10 screws for field wiring. Provide barriers between the terminals that accommodate a spade lug sized for number 10 terminal screws. Mount the termination block in the hand section. Wire all signal sections to the terminal block.

Where required by the plans, provide 16-inch pedestrian signal heads with traditional three-sided, rectangular visors, 6 inches long.

Provide 2-inch diameter pedestrian push-buttons with weather-tight housings fabricated from die-cast aluminum and threading in compliance with the NEC for rigid metal conduit. Provide a weep hole in the housing bottom and ensure that the unit is vandal resistant.

Provide push-button housings that are suitable for mounting on flat or curved surfaces and that will accept 1/2-inch conduit installed in the top. Provide units that have a heavy duty push-button assembly with a sturdy, momentary, normally-open switch. Have contacts that are electrically insulated from the housing and push-button. Ensure that the push-buttons are rated for a minimum of 5 mA at 24 volts DC and 250 mA at 12 volts AC.

Provide standard R10-3 signs with mounting hardware that comply with the MUTCD in effect on the date of advertisement. Provide R10-3E signs for countdown pedestrian heads and R10-3B for non-countdown pedestrian heads.

Design the LED pedestrian traffic signal modules (hereafter referred to as modules) for installation into standard pedestrian traffic signal sections that do not contain the incandescent signal section reflector, lens, eggcrate visor, gasket, or socket. Provide modules that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp. Use LEDs that are of the latest aluminum indium gallium phosphorus (AlInGaP) technology for the Portland Orange hand and countdown displays. Use LEDs that are of the latest indium gallium nitride (InGaN) technology for the Lunar White walking man displays. Install the ultra-bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

Design all modules to operate using a standard 3 - wire field installation. Provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard pedestrian signal housing. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

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Provide modules in the following configuration: 16-inch displays which have the solid hand/walking man overlay on the left and the countdown on the right, and 12-inch displays which have the solid hand/walking man module as an overlay. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2024 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Pedestrian Traffic Control Signal Indicators - Light Emitting Diode (LED) Signal Modules" dated August 04, 2010 (hereafter referred to as PTCSI Pedestrian Standard) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the PTCSI Pedestrian Standard:

| Module Type            | Max. Wattage at 165° F | Nominal Wattage at 77° F |
|------------------------|------------------------|--------------------------|
| Hand Indication        | 16                     | 13                       |
| Walking Man Indication | 12                     | 9                        |
| Countdown Indication   | 16                     | 13                       |

Note: Use a wattmeter having an accuracy of  $\pm 1\%$  to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

Provide module lens that is hard coated or otherwise made to comply with the material exposure and weathering effects requirements of the Society of Automotive Engineers (SAE) J576. Ensure all exposed components of the module are suitable for prolonged exposure to the environment, without appreciable degradation that would interfere with function or appearance.

Ensure the countdown display continuously monitors the traffic controller to automatically learn the pedestrian phase time and update for subsequent changes to the pedestrian phase time.

Ensure the countdown display begins normal operation upon the completion of the preemption sequence and no more than one pedestrian clearance cycle.

### **3. 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")

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- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP

The 2070-1C module's CPU shall be capable of executing all single and double precision floating point instructions directly within the CPU hardware.

Provide all board support package (BSP), toolchain, libraries, and documentation to the state and to any specified applications software manufacturer when requested by the state to facilitate the porting, building, testing, and support the Department's 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.

| <b>PROPERTIES OF MOV SURGE PROTECTOR</b>     |                          |
|----------------------------------------------|--------------------------|
| Maximum Continuous Applied Voltage at 185° F | 150 VAC (RMS)<br>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:

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| 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 332 base mounted cabinets with auxiliary output files installed and 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 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

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Occurrences (8x20 $\mu$ s 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, 8x20 $\mu$ s)  
 (Differential Mode).....400A  
 (Common Mode).....1,000A  
 Occurrences (8x20 $\mu$ s waveform).....500 min @ 200A  
 Maximum Clamp Voltage  
 (Differential Mode @400A).....35V  
 (Common Mode @1,000A).....35V  
 Response Time.....< 5 nanoseconds  
 Maximum Capacitance.....35 pF

Provide a data communications surge suppressor for each communications line entering or leaving the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20 $\mu$ s).....10,000A  
 Occurrences (8x20 $\mu$ s waveform).....100 min @ 2,000A  
 Maximum Clamp Voltage.....Rated for equipment protected  
 Response Time.....< 1 nanosecond  
 Maximum Capacitance.....1,500 pF  
 Maximum Series Resistance.....15 $\Omega$

Provide a DC signal surge suppressor for each DC input channel in the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20 $\mu$ s).....10,000A  
 Occurrences (8x20 $\mu$ s waveform).....100 @ 2,000A  
 Maximum Clamp Voltage.....30V  
 Response Time.....< 1 nanosecond

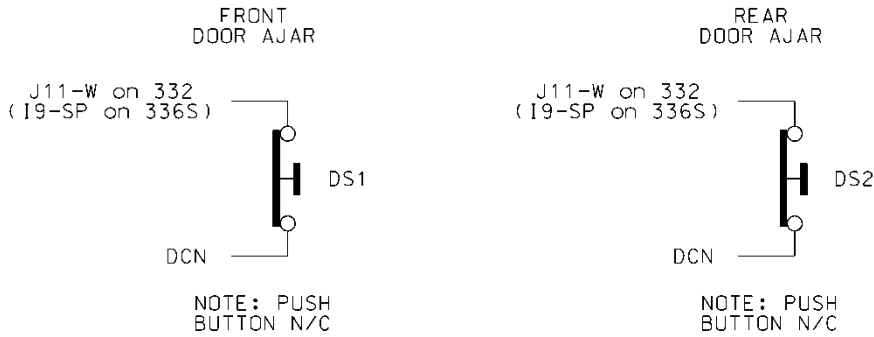
Provide a 120 VAC signal surge suppressor for each AC+ interconnect signal input. Ensure the device meets the following specifications:

|                                                |                     |
|------------------------------------------------|---------------------|
| Peak Surge Current (Single pulse, 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.

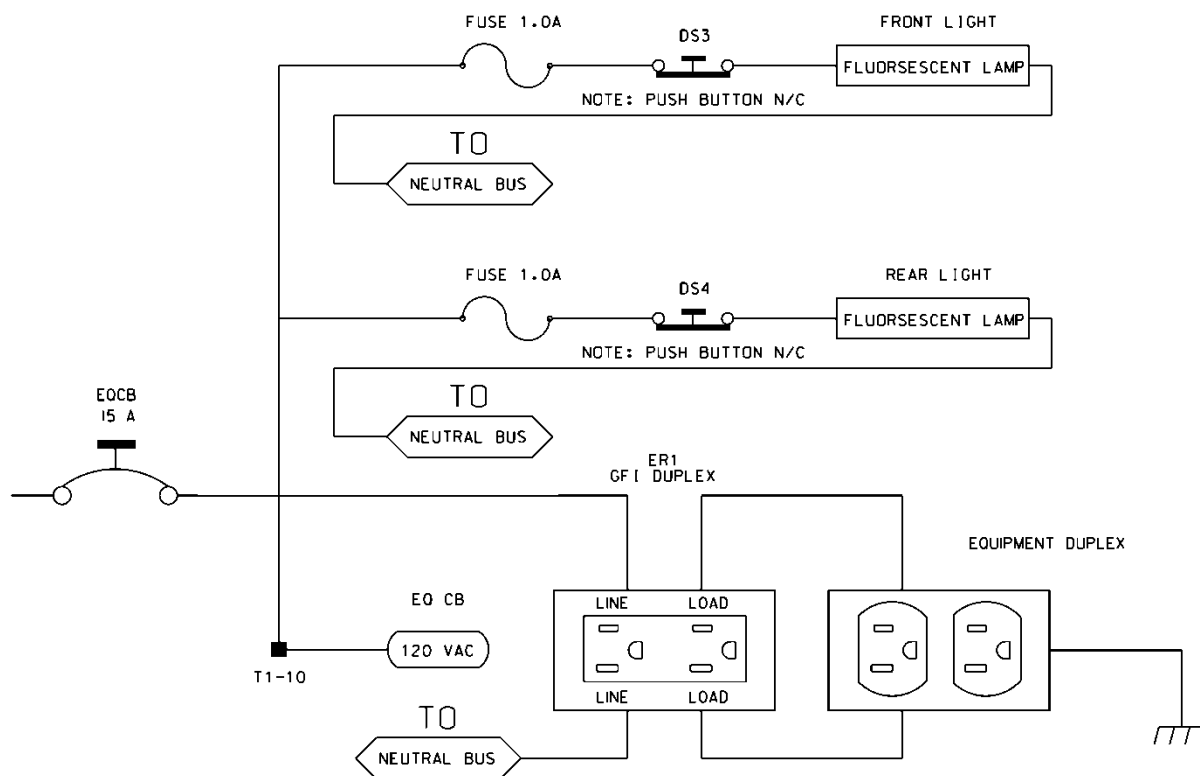


Furnish a fluorescent fixture in the rear across the top of the cabinet and another fluorescent fixture in the front across the top of the cabinet at a minimum. Ensure that the fixtures provide sufficient light to illuminate all terminals, labels, switches, and devices in the cabinet. Conveniently locate 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).

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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.

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.

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Connect detector test switches for cabinets as follows:

| <b>332 Cabinet</b>            |                  |
|-------------------------------|------------------|
| <b>Detector Call Switches</b> | <b>Terminals</b> |
| Phase 1                       | I1-W             |
| Phase 2                       | I4-W             |
| Phase 3                       | I5-W             |
| Phase 4                       | I8-W             |
| Phase 5                       | J1-W             |
| Phase 6                       | J4-W             |
| Phase 7                       | J5-W             |
| Phase 8                       | J8-W             |

Provide the PCB 28/56 connector for the conflict monitor unit (CMU) with 28 independent contacts per side, dual-sided with 0.156 inch contact centers. Provide the PCB 28/56 connector contacts with solder eyelet terminations. Ensure all connections to the PCB 28/56 connector are soldered to the solder eyelet terminations.

Ensure that all cabinets have the CMU connector wired according to the 332 cabinet connector pin assignments (include all wires for auxiliary output file connection). Wire pins 13, 16, R, and U of the CMU connector to a separate 4 pin plug, P1, as shown below. Provide a second plug, P2, which will mate with P1 and is wired to the auxiliary output file as shown below. Provide an additional plug, P3, which will mate with P1 and is wired to the pedestrian yellow circuits as shown below. When no auxiliary output file is installed in the cabinet, provide wires for the green and yellow inputs for channels 11, 12, 17, and 18, the red inputs for channels 17 and 18, and the wires for the P2 plug. Terminate the two-foot wires with ring type lugs, insulated, and bundled for optional use.

|            | <b>P1</b>       |                | <b>P2</b>       |                | <b>P3</b>       |                |
|------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|
| <b>PIN</b> | <b>FUNCTION</b> | <b>CONN TO</b> | <b>FUNCTION</b> | <b>CONN TO</b> | <b>FUNCTION</b> | <b>CONN TO</b> |
| 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.

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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.

| <b>P20 Connector</b> |                 |                |            |                 |                |
|----------------------|-----------------|----------------|------------|-----------------|----------------|
| <b>PIN</b>           | <b>FUNCTION</b> | <b>CONN TO</b> | <b>PIN</b> | <b>FUNCTION</b> | <b>CONN TO</b> |
| 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.

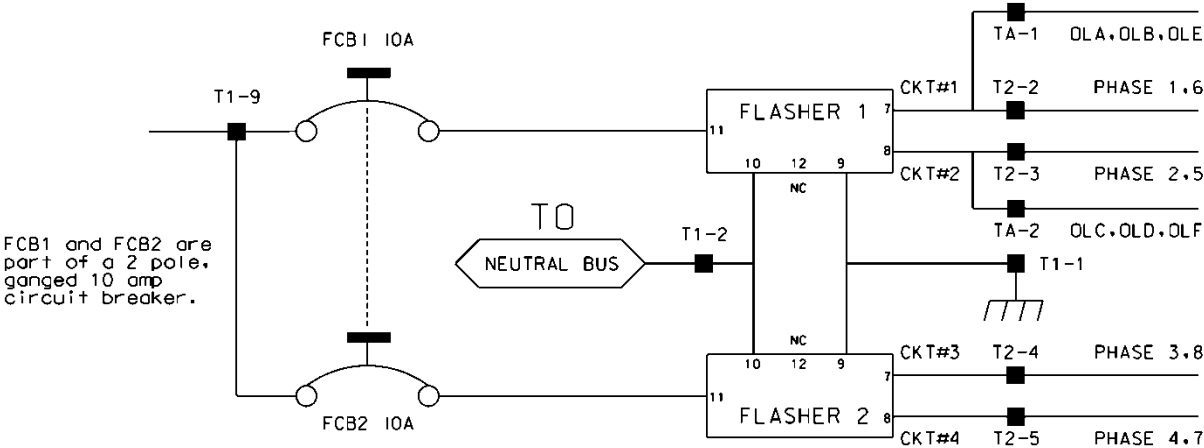
In addition to the requirements of LA Specification No. 54-053-08, ensure relay K1 on the Power Distribution Assembly (PDA) is a four pole relay and K2 on the PDA is a two pole relay.

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.

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Ensure auxiliary output files are wired as follows:

| AUXILIARY OUTPUT FILE<br>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<br>VALUES |           |
|------------------------------------|-----------|
| VALUE (ohms)                       | WATTAGE   |
| 1.5K – 1.9 K                       | 25W (min) |
| 2.0K – 3.0K                        | 10W (min) |

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Provide Model 200 load switches, Model 204 flashers, Model 242 DC isolators, Model 252 AC isolators, and Model 206L power supply units that conform to CALTRANS' *"Transportation Electrical Equipment Specifications"* dated March 12, 2009 with Erratum 1.

**C. Type 170 E Cabinet Physical Requirements:**

Do not mold, cast, or scribe the name "City of Los Angeles" on the outside of the cabinet door as specified in LA Specification No. 54-053-08. Do not provide a Communications Terminal Panel as specified in LA Specification No. 54-053-08. Do not provide terminal block TBB on the Service Panel. Do not provide Cabinet Verification Test Program software or associated test jigs as specified in LA Specification No. 54-053-08.

Furnish unpainted, natural, aluminum cabinet shells. Ensure that all non-aluminum hardware on the cabinet is stainless steel or a Department approved non-corrosive alternate.

Ensure the lifting eyes, gasket channels, police panel, and all supports welded to the enclosure and doors are fabricated from 0.125 inch minimum thickness aluminum sheet and meet the same standards as the cabinet and doors.

Provide front and rear doors with latching handles that allow padlocking in the closed position. Furnish 0.75 inch minimum diameter stainless steel handles with a minimum 0.5 inch shank. Place the padlocking attachment at 4.0 inches from the handle shank center to clear the lock and key. Provide an additional 4.0 inches minimum gripping length.

Provide Corbin #2 locks on the front and rear doors. Provide one (1) Corbin #2 and one (1) police master key with each cabinet. Ensure main door locks allow removal of keys in the locked position only.

Provide a surge protection panel with 16 loop surge protection devices and designed to allow sufficient free space for wire connection/disconnection and surge protection device replacement. For model 332 cabinets, provide an additional 20 loop surge protection devices. Provide an additional two AC+ interconnect surge devices to protect one slot and eight DC surge protection devices to protect four slots. Provide no protection devices on slot I14.

For base mounted cabinets, mount surge protection panels on the left side of the cabinet as viewed from the rear. Attach each panel to the cabinet rack assembly using bolts and make it easily removable. Mount the surge protection devices in vertical rows on each panel and connect the devices to one side of 12 position, double row terminal blocks with #8 screws. For each surge protection panel, terminate all grounds from the surge protection devices on a copper equipment ground bus attached to the surge protection panel. Wire the terminals to the rear of a standard input file using spade lugs for input file protection.

Provide permanent labels that indicate the slot and the pins connected to each terminal that may be viewed from the rear cabinet door. Label and orient terminals so that each pair of inputs is next to each other. Indicate on the labeling the input file (I or J), the slot number (1-14) and the terminal pins of the input slots (either D & E for upper or J & K for lower).

Provide a minimum 14 x 16 inch pull out, hinged top shelf located immediately below controller mounting section of the cabinet. Ensure the shelf is designed to fully expose the table surface outside the controller at a height approximately even with the bottom of the controller. Ensure the shelf has a storage bin interior which is a minimum of 1 inch deep and approximately the same dimensions as the shelf. Provide an access to the storage area by lifting the hinged top of the shelf. Fabricate the shelf and slide from aluminum or stainless steel and ensure the assembly can support the 2070 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 2070 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).

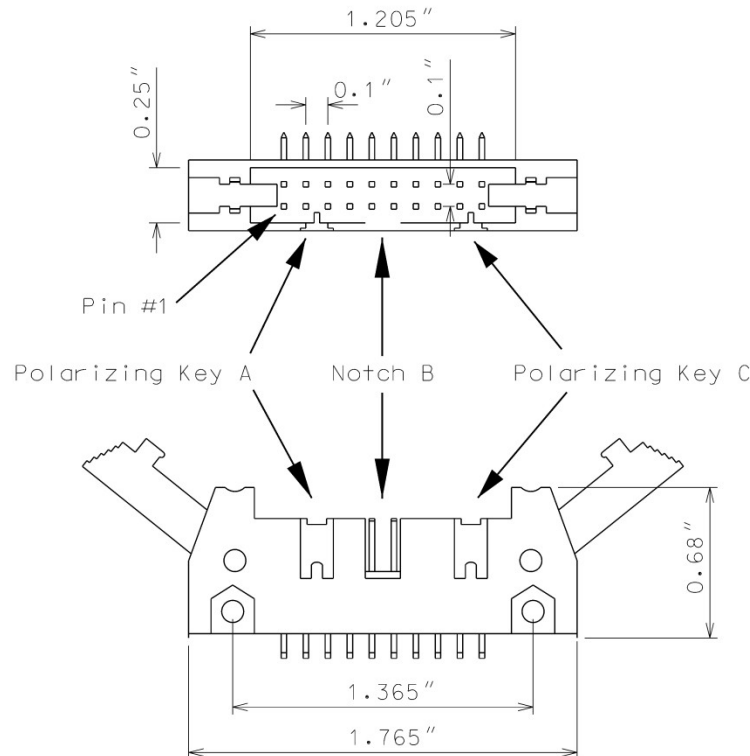
Provide a jumper or switch to set the AC line brown-out levels. Ensure that when the jumper is present or the switch is in the ON position the AC line dropout voltage threshold is 98 +/- 2 Vrms, the AC line restore voltage threshold is 103 +/- 2 Vrms, and the AC line brown-out timing value is set to 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.



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Ensure the red interface connector pins on the monitor have the following functions:

| <b>Pin #</b> | <b>Function</b> | <b>Pin #</b> | <b>Function</b>    |
|--------------|-----------------|--------------|--------------------|
| 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  $\pm 0.1$ -second accuracy). If a channel fails to detect an “on” signal at the Yellow input for a minimum of 2.7 seconds ( $\pm 0.1$  second) following the detection of an “on” signal at a Green input for that channel, ensure that the monitor triggers and generates a clearance/short yellow error fault indication. Short/missing yellow (clearance) monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. This fault shall not occur when the channel is programmed for Yellow Inhibit, when the Red Enable signal is inactive or pin #EE (output relay common) is active.
3. **Dual Indications on the Same Channel:** In this condition, more than one indication (R,Y,G) is detected as “on” at the same time on the same channel. If dual indications are detected for a period greater than 500 ms, ensure that the conflict monitor triggers and displays the proper failure indication (Dual Ind fault). If this condition is detected for less than 200 ms, ensure that the monitor does not trigger. G-Y-R dual indication monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. G-Y dual indication monitoring shall be enabled for all channels by use of a switch located on the conflict monitor. This fault shall not occur when the Red Enable signal is inactive or pin #EE (output relay common) is active.
4. **Configuration Settings Change:** The configuration settings are comprised of (as a minimum) the permissive diode matrix, dual indication switches, yellow disable jumpers, any option switches, any option jumpers, and the Watchdog Enable switch. Ensure the conflict monitor compares the current configuration settings with the previous stored configuration settings on power-up, on reset, and periodically during operation. If any of the configuration settings are changed, ensure that the conflict monitor triggers and causes the program card

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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 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 Hz  $\pm$  20% with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the “restore” level. If the watchdog input has not made 5 transitions between the True and False state within 10  $\pm$  0.5 seconds, the monitor shall enter a WDT error fault condition.

Ensure the conflict monitor will monitor an intersection with a minimum of four approaches using the four-section Flashing Yellow Arrow (FYA) vehicle traffic signal as outlined by the NCHRP 3-54 research project for protected-permissive left turn signal displays. Ensure the conflict monitor will operate in the FYA mode and FYAc (Compact) mode as specified below to monitor each channel 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 |
|-----------------|---------|---------|---------|---------|
|-----------------|---------|---------|---------|---------|

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|                       |                  |                  |                  |                   |
|-----------------------|------------------|------------------|------------------|-------------------|
| 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.

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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:

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| 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       | -   |

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**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

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**CONFLICT PROGRAM CARD PIN ASSIGNMENTS**


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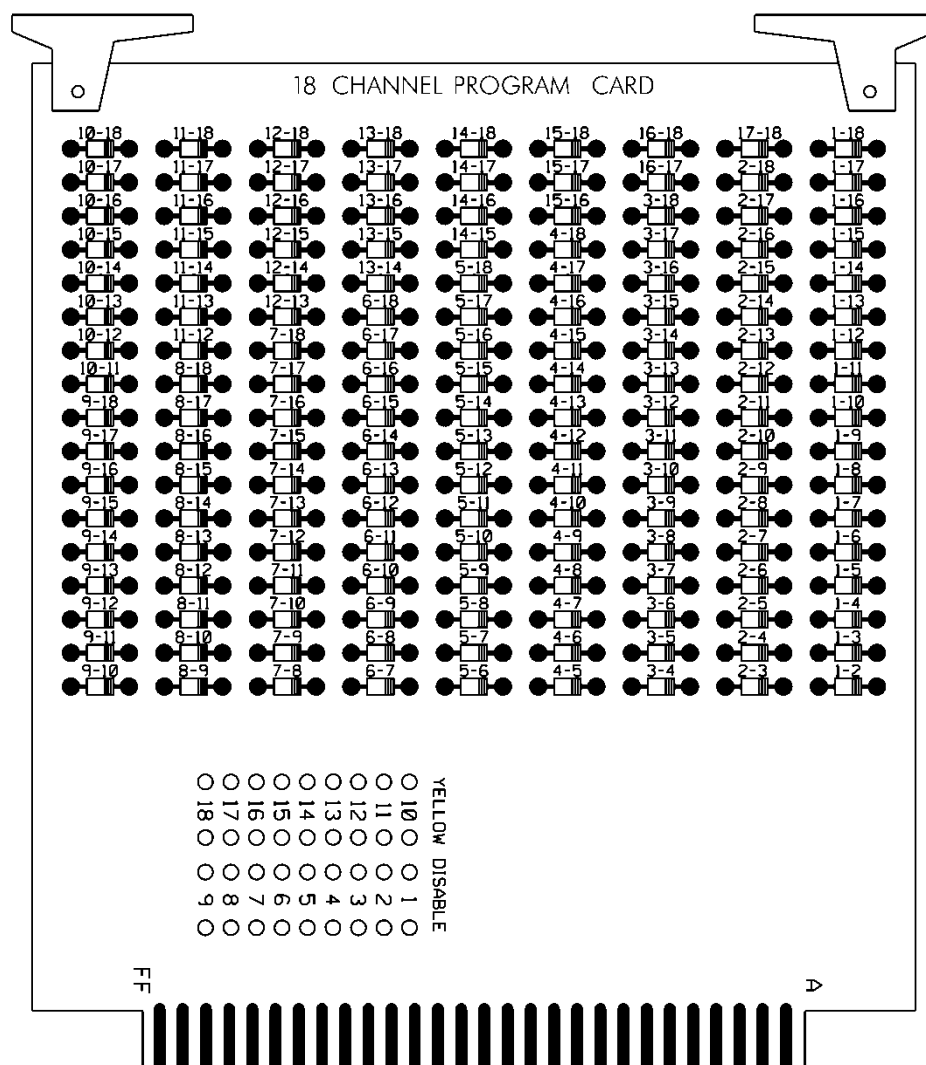
| Pin # | Function (Back Side)  | Pin # | Function (Component Side) |
|-------|-----------------------|-------|---------------------------|
| 1     | Channel 2 Green       | A     | Channel 1 Green           |
| 2     | Channel 3 Green       | B     | Channel 2 Green           |
| 3     | Channel 4 Green       | 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

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### E. Preemption and Sign Control Box

Provide preemption and sign control box to operate in a Model 332 and Model 336S cabinet. Provide hardware to mount the box to the cage of the cabinet to ensure the front side is facing the opposite side of the cabinet. Furnish the material of the box from a durable finished metallic or thermoplastic case. Ensure the size of the box is not greater than 7(l) x 5(w) x 5(d) inches. Ensure that no modification is necessary to mount the box on the cabinet cage.

Provide the following components in the preemption and sign control box: relays, fuses, terminal blocks, MOVs, resistor, RC network, lamp, and push button switch.

Provide UL Listed or Recognized relay K1 as a DPDT enclosed relay (120 VAC, 60 Hz coil) with an 8-pin octal-style plug and associated octal base. Provide contact material made of AgCdO with a 10 amp, 240 VAC rating. Ensure the relay has a specified pickup voltage of 102 VAC.

Provide relay SSR1 as a Triac SPST normally open solid state relay that is rated for 120 VAC input and zero-crossing (resistive load) 25 amp @ 120 VAC output. Ensure the relay turns on at 90 Vrms within 10 ms and turns off at 10 Vrms within 40 ms. Ensure the relay has physical

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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.

| <b>PROPERTIES OF MOV SURGE PROTECTOR</b>     |                          |
|----------------------------------------------|--------------------------|
| Maximum Continuous Applied Voltage at 185° F | 150 VAC (RMS)<br>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.

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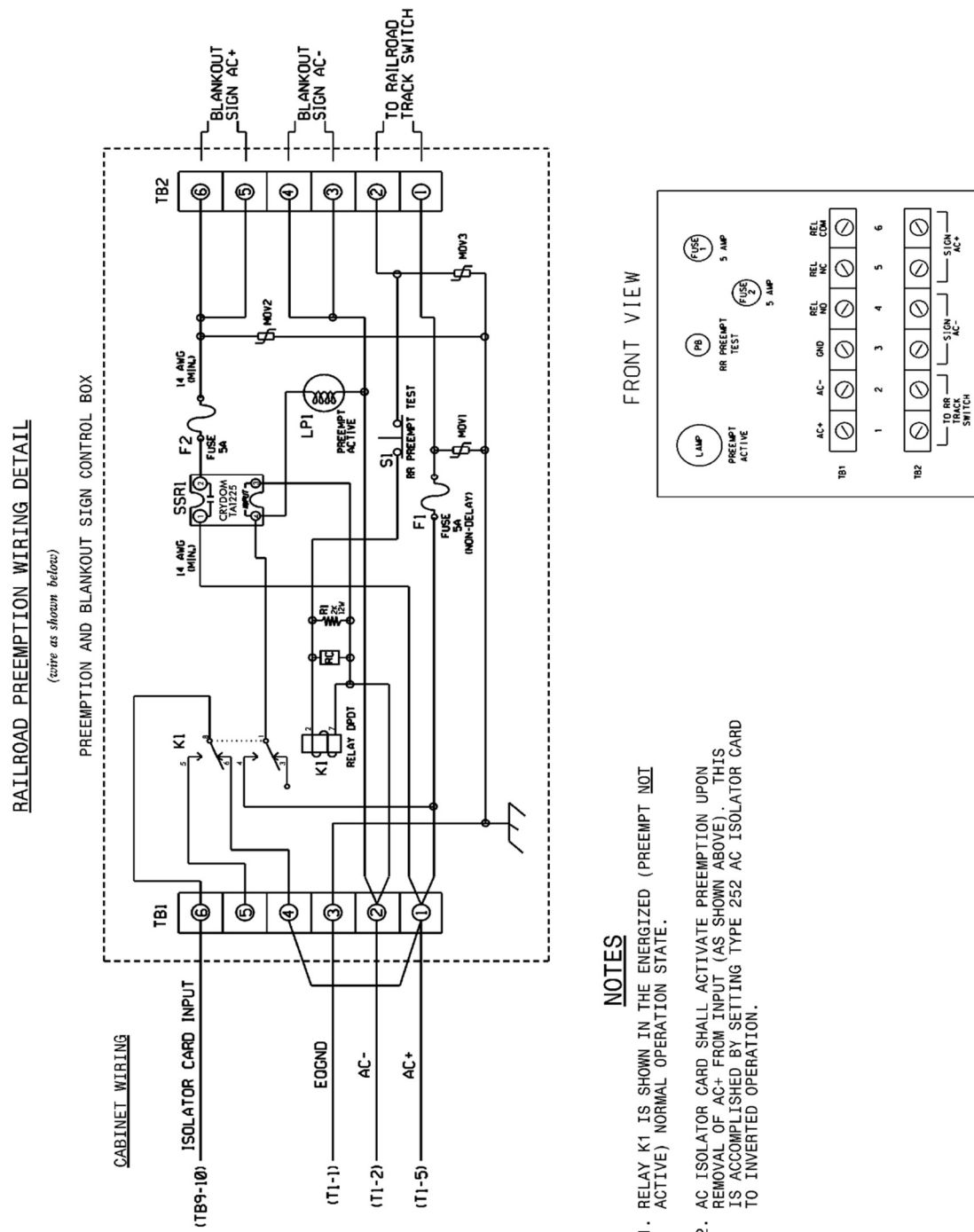


Figure 1

### **3.4. MATERIALS – TYPE 170 DETECTOR SENSOR UNITS**

Furnish detector sensor units that comply with Chapter 5 Section 1, “General Requirements,” and Chapter 5 Section 2, “Model 222 & 224 Loop Detector Sensor Unit Requirements,” of the CALTRANS “Transportation Electrical Equipment Specifications” dated March 12, 2009 with Erratum 1.

## **4. PUSH BUTTON INTEGRATED ACCESSIBLE PEDESTRIAN SIGNAL (APS)**

### **4.1. DESCRIPTION**

Furnish and install push button integrated accessible pedestrian signals that include pedestrian pushbutton, pushbutton locator tone, raised tactile arrow, audio and vibro-tactile walk indications, automatic volume adjustment, pedestrian information sign, and all necessary hardware. Furnish the R10-3e with appropriate arrow direction for the pedestrian information sign.

### **4.2. MATERIALS**

Furnish material, equipment, and hardware under this section that is pre-approved on the ITS and Signals QPL and meet the latest MUTCD Standards.

Provide the accessible pedestrian signals with a 2-inch diameter pedestrian push button that contains a tactile arrow whose direction can be easily adjusted in the field. Ensure each push button actuates a sturdy, momentary, normally open switch with a minimum rating of 20 million actuations. Include on the button, a raised tactile arrow having a high visual contrast with the remainder of the button face. Ensure the housing is weather-tight and fabricated from non-corrosive materials.

Ensure the housing is suitable for mounting on wood and metal poles. Ensure the surfaces of the pedestrian push button housing are painted highway yellow, unless otherwise specified. Ensure an electrostatically applied fused-polyester paint method is used. If the material of the housing is inherently colored (like plastics), then no paint is required. Ensure the thickness of the paint meets the same requirement as referenced for the signal heads. Provide the pedestrian information sign that is integral to the housing.

Ensure the accessible pedestrian signals can provide tones, sounds, and speech messages that are synchronized at an intersection. Provide a means for adjusting the base sound level for the tones, sounds, and speech messages. Ensure the tones, sounds, and speech messages will adjust automatically to the ambient noise level up to a maximum of 100 dBA. Provide the custom speech messages in both English and Spanish languages. Ensure you can program the accessible pedestrian signal by a means not readily accessible by unauthorized persons. Default passwords must be replaced with a unique, strong password immediately upon installation. Passwords should be at least 12 characters long and include a combination of uppercase and lowercase letters, numbers, and special characters.

Ensure each push button provides a standard locator tone that is deactivated when the traffic signal is operating in the flash mode. Push button locator tones shall have a duration of 0.15 seconds or less and shall always repeat at 1-second intervals that the audible walk indication is not active, including during the pedestrian change interval and during the time that the pedestrian signal is resting in walk.

Provide a user-programmable audible beaconing feature that is initiated by an extended push button press of one second or more. When audible beaconing is used, the volume of the push button locator tone during the pedestrian change interval of the called pedestrian phase shall be increased

up to a maximum of 100 dBA and shall come from a loudspeaker that is mounted at the far end of the crosswalk at a height of 7 to 10 feet above the pavement.

Provide confirmation of the push button activation by an LED pilot light. Ensure the pilot light remains illuminated until the pedestrian's green or WALKING PERSON (symbolizing WALK) signal indication is displayed. Ensure each press of the push button initiates a "wait" speech message during all intervals except the Walk interval.

Ensure you can select a percussive tone and custom speech message to sound during the "Walk" interval. Provide a push button that vibrates during the "Walk" interval. Ensure the "Walk" indications have the same duration as the illuminated pedestrian signals except when the signal is programmed to rest in the walk interval. When the pedestrian signal is programmed to rest in walk, ensure the "Walk" indication is limited to the first 7 seconds of the walk interval. The "Walk" indication shall be recalled by a button press during the walk interval provided that the crossing time remaining is greater than the pedestrian change interval. Ensure the "Walk" indications are deactivated when the traffic control signal is operating in a flashing mode. When audible "Walk" indications are selected as a percussive tone, ensure the tone repeats at 8 to 10 ticks per second and consists of multiple frequencies with a dominant component at 880 Hz.

Ensure the accessible pedestrian signals are weatherproof and suitable for operation in wet locations. Ensure proper operation over a temperature range of -30°F (-34°C) to 165°F (+74°C). Ensure all circuit boards have a moisture resistant coating. Ensure the equipment interfaces and operates properly in an ATC and Type-170E cabinet.

If the accessible pedestrian signal is required by the Engineer to have a touchless feature, ensure a hand that is waved from 1 to 6 inches across the front of the push button activates both the walk interval and the accessible pedestrian signals.

If a wireless accessible pedestrian signal is required by the Engineer, ensure that the wireless communication systems are installed between the pedestal pole and the pedestrian signal housing. Ensure the wireless communication systems are encrypted. Ensure the pedestal pole is a minimum of 10ft. Ensure the pedestal pole and pedestrian signal housing are in direct line of site and within 30 ft. If wireless communication is interrupted, ensure a continuous call is received by the traffic signal cabinet.

**Ensure the wireless accessible pedestrian signal meets the following requirements:**

- Provide an Absorbent Glass Mat (AGM) or lithium battery with sufficient capacity to support 3 hours of continuous operation per day for 5 days without supplemental charging from the solar panel. Ensure the battery is housed in a moisture- and corrosion-resistant enclosure.
- Provide a solar panel with a minimum array-to-load ratio of 1.2, along with charging circuitry for the battery. Submit a solar sizing report demonstrating a 0% system loss of load probability for the entire year in Raleigh, North Carolina.
- Include mounting hardware that allows the solar panel to be tilted at least 45 degrees from horizontal and rotated 360 degrees.
- All fasteners exposed to the weather should be stainless steel. For fasteners protected from the weather, use stainless steel or other corrosion-resistant materials.
- Ensure that all assemblies are weatherproof and provide accidental contact protection equivalent to a NEMA 3R-rated enclosure. Ensure all components operate within the following parameters unless specified otherwise:
  - **Humidity:** 5% to 95%, non-condensing

- **Ambient Temperature:** -30°F to +165°F
- **Shock:** NEMA TS2-2003, Section 2.1.10
- **Vibration:** NEMA TS2-2003, Section 2.1.9

**4.3. CONSTRUCTION METHODS**

Comply with the requirements of Section 1705 of the *Standard Specifications*. Install in accordance with the manufacturer’s recommendations.

Mount push button integrated accessible pedestrian signals in a tamperproof manner on wood and metal poles, signal pedestals, or push button posts as indicated in the signal plans.

Install each push button so that the tactile arrow is pointed in the direction of travel and is aligned parallel to the direction of travel on the associated crosswalk. If a push button is installed in a median that separates two parallel crosswalks, the push button shall have a single tactile arrow that points in both directions of travel.

Ensure push buttons are separated by a distance of at least 10 feet such that they clearly indicate which crosswalk has the WALK indication. Where there are physical constraints on a particular corner that make it impractical to provide the 10 feet of separation between the two push buttons, the push buttons may be placed closer together or on the same pole, with approval by the Engineer. If two push buttons are placed on the same pole or with less than 10 feet separation, provide a speech walk message for the WALK indication and a speech push button information message. Do not use push buttons with a touchless feature where the push buttons are not separated by a distance of at least 10 feet.

Adjust the intensity of the push button locator tones so they are audible 6 feet to 12 feet from the push button, or to the building line, whichever is less. Ensure the push button locator tones are no more than 5 dBA louder than ambient sound. Configure audible “Walk” indication to be audible at the nearest end of the associated crosswalk.

If speech messages are used, have each recorded custom speech message approved by the Engineer in advance.

**4.4. MEASUREMENT AND PAYMENT**

Actual number of push button integrated accessible pedestrian signal detector stations furnished, installed, and accepted.

Actual number of central control units for APS detector stations furnished, installed, and accepted.

Actual number of wireless APS pushbutton assemblies furnished, installed, and accepted.

No measurement will be made of cables or hardware, as these will be considered incidental to furnishing and installing push button integrated accessible pedestrian signals.

No measurement will be made of wireless transmitters or wireless pushbutton poles and foundations, as these will be considered incidental to furnishing and installing wireless APS pushbutton assemblies.

Payment will be made under:

|                                                      |      |
|------------------------------------------------------|------|
| APS Detector Station .....                           | Each |
| Central Control Units For APS Detector Station ..... | Each |

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CONTRACT PAYMENT BOND

Date of Payment Bond Execution \_\_\_\_\_

Name of Principal Contractor \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: City of Hickory

Hickory, North Carolina

Amount of Bond: \_\_\_\_\_

Contract ID No.: BL-0066

County Name: Catawba County

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

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

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

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

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**Catawba County**

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**CONTRACT PAYMENT BOND**

*Affix Seal of Surety Company*



\_\_\_\_\_  
Print or type Surety Company Name      NAIC #

By \_\_\_\_\_  
Print, stamp or type name of Attorney-in-Fact

\_\_\_\_\_  
Signature of Attorney-in-Fact

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Address of Attorney-in-Fact

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**Catawba County**

Rev. 10-31-24

**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*



*Affix Corporate Seal*

\_\_\_\_\_  
Print or type Signer's name

Attest \_\_\_\_\_  
Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

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**Catawba County**

Rev. 10-31-24

**CONTRACT PAYMENT BOND**

**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as prequalified

By:

\_\_\_\_\_

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

\_\_\_\_\_

Print or type Signer’s name

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**Catawba County**

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**CONTRACT PAYMENT BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual Name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer’s name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer’s name

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**Catawba County**

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**CONTRACT PAYMENT BOND**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual Name

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

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**Catawba County**

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**CONTRACT PAYMENT BOND**

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Partnership

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

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CONTRACT PAYMENT BOND  
JOINT VENTURE (2) or (3)  
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: 2 Joint Ventures, Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

\_\_\_\_\_  
Signature of Witness or Attest

By \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's Name

*If Corporation, affix Corporate Seal* and \_\_\_\_\_  
Print or type Signer's Name

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

\_\_\_\_\_  
Signature of Witness or Attest

By \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's Name

*If Corporation, affix Corporate Seal* and \_\_\_\_\_  
Print or type Signer's Name

(4) \_\_\_\_\_  
Name of Contractor *(for 3 Joint Venture only)*

\_\_\_\_\_  
Address as prequalified

\_\_\_\_\_  
Signature of Witness or Attest

By \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's Name

*If Corporation, affix Corporate Seal* \_\_\_\_\_  
Print or type Signer's Name

CORPORATE SEAL(S)

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**Catawba County**

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**CONTRACT PAYMENT BOND**

Attach certified copy of Power of Attorney to this sheet.

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Catawba County

Rev. 10-31-24

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: \_\_\_\_\_

Name of Principal Contractor: \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: City of Hickory  
Hickory, North Carolina

Amount of Bond: \_\_\_\_\_

Contract ID No.: BL-0066

County Name: Catawba County

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

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

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

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

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Catawba County

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CONTRACT PERFORMANCE BOND

*Affix Seal of Surety Company*



\_\_\_\_\_  
Print or type Surety Company Name      NAIC #

By \_\_\_\_\_  
Print, stamp or type name of Attorney-in-Fact

\_\_\_\_\_  
Signature of Attorney-in-Fact

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Address of Attorney-in-Fact

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Rev. 10-31-24

CONTRACT PERFORMANCE BOND

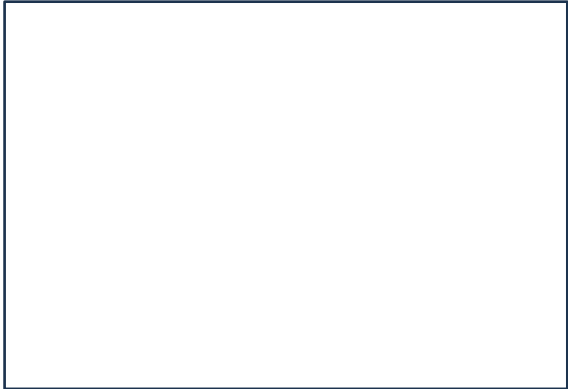
CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By Signature of President, Vice President, Assistant Vice President  
Select appropriate title



Affix Corporate Seal

Print or type Signer's name

Attest Signature of Secretary, Assistant Secretary  
Select appropriate title

Print or type Signer's name

**BL-0066**

**S-13**

**Catawba County**

Rev. 10-31-24

**CONTRACT PERFORMANCE BOND**

**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as prequalified

By:

\_\_\_\_\_

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

\_\_\_\_\_

Print or type Signer’s name

**BL-0066**

**S-14**

**Catawba County**

Rev. 10-31-24

**CONTRACT PERFORMANCE BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual Name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer’s name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer’s name

**BL-0066**

**S-15**

**Catawba County**

Rev. 10-31-24

**CONTRACT PERFORMANCE BOND**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual Name

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer’s name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer’s name

**BL-0066**

**S-16**

**Catawba County**

Rev. 10-31-24

**CONTRACT PERFORMANCE BOND**

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Partnership

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

BL-0066

S-17

Catawba County

Rev. 10-31-24

CONTRACT PERFORMANCE BOND  
JOINT VENTURE (2) or (3)  
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's Name

*If Corporation, affix Corporate Seal*

and

\_\_\_\_\_  
Print or type Signer's Name

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's Name

*If Corporation, affix Corporate Seal*

and

\_\_\_\_\_  
Print or type Signer's Name

(4) \_\_\_\_\_  
Name of Contractor *(for 3 Joint Venture only)*

\_\_\_\_\_  
Address as prequalified

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's Name

*If Corporation, affix Corporate Seal*

\_\_\_\_\_  
Print or type Signer's Name

CORPORATE SEAL(S)

**BL-0066**

**S-18**

**Catawba County**

Rev. 10-31-24

**CONTRACT PERFORMANCE BOND**

Attach certified copy of Power of Attorney to this sheet.

BL-0066

S-19

Catawba County

STATE OF NORTH CAROLINA  
CITY OF HICKORY  
NAME OF LOCAL GOVERNMENT AGENCY  
HICKORY, NC  
CITY

BID BOND

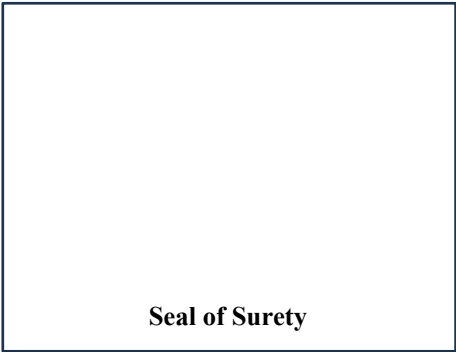
Principal: \_\_\_\_\_  
Name of Principal Contractor  
Surety: \_\_\_\_\_  
Name of Surety  
Contract Number: BL-0066 County: Catawba County  
Date of Bid: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Local Government Agency in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, in accordance with Article 102-10 of the *Standard Specifications*, the condition of this obligation is: the Principal shall not withdraw its bid within ninety (90) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Local Government Agency shall award a contract to the Principal, the Principal shall, within ten (10) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Local Government Agency makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3 of the *Standard Specifications*, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Local Government Agency as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_



Seal of Surety

\_\_\_\_\_  
Print or type Surety Company Name NAIC #  
By \_\_\_\_\_  
General Agent or Attorney-in-Fact Signature  
\_\_\_\_\_  
Print or type Signer's Name

**BL-0066**

**S-20**

**Catawba County**

Rev. 10-31-24

**BID BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*



*Affix Corporate Seal*

\_\_\_\_\_  
Print or type Signer's name

Attest \_\_\_\_\_  
Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

**BL-0066**

**S-21**

**Catawba County**

Rev. 10-31-24

**BID BOND**

**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

By:

\_\_\_\_\_  
Signature of **Member, Manager, Authorized Agent**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer’s name

**BL-0066**

**S-22**

**Catawba County**

Rev. 10-31-24

**BID BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual Name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer’s name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer’s name

**BL-0066**

**S-23**

**Catawba County**

Rev. 10-31-24

**BID BOND**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual Name

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer’s name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer’s name

**BL-0066**

**S-24**

**Catawba County**

Rev. 10-31-24

**BID BOND**

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Partnership

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

BL-0066

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Catawba County

Rev. 10-31-24

**BID BOND**  
**JOINT VENTURE (2 or 3)**  
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

|                                                                                     |    |                                      |
|-------------------------------------------------------------------------------------|----|--------------------------------------|
| _____<br>Signature of Witness or Attest                                             | By | _____<br>Signature of Contractor     |
| _____<br>Print or type Signer's name<br><i>If Corporation, affix Corporate Seal</i> |    | _____<br>Print or type Signer's name |

and

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

|                                                                                     |    |                                      |
|-------------------------------------------------------------------------------------|----|--------------------------------------|
| _____<br>Signature of Witness or Attest                                             | By | _____<br>Signature of Contractor     |
| _____<br>Print or type Signer's name<br><i>If Corporation, affix Corporate Seal</i> |    | _____<br>Print or type Signer's name |

and

(4) \_\_\_\_\_  
Name of Contractor *(for 3 Joint Venture only)*

\_\_\_\_\_  
Address as prequalified

|                                                                                     |    |                                      |
|-------------------------------------------------------------------------------------|----|--------------------------------------|
| _____<br>Signature of Witness or Attest                                             | By | _____<br>Signature of Contractor     |
| _____<br>Print or type Signer's name<br><i>If Corporation, affix Corporate Seal</i> |    | _____<br>Print or type Signer's name |

CORPORATE SEAL(S)

**BL-0066**

**S-26**

**Catawba County**

**ADDENDA**

**ADDENDUM #1**

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #1.

**ADDENDUM #2**

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #2.

**ADDENDUM #3**

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #3.

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Catawba County

Rev. 10-31-24

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Full name of Corporation

Address as prequalified

Attest  
Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

By  
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*

Print or type Signer's name

Print or type Signer's name



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Catawba County

Rev. 10-31-24

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

PARTNERSHIP

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Full name of Partnership

Address as prequalified

Signature of Witness

Signature of Partner

Print or type Signer's name

Print or type Signer's name

BL-0066

S-29

Catawba County

Rev. 10-31-24

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION  
LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Full name of Firm

Address as prequalified

Signature of Witness

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

Print or type Signer's Name

Print or type Signer's Name

BL-0066

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Catawba County

Rev. 10-31-24

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)

Name of Joint Venture

(2)

Name of Contractor

Address as prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's Name

If Corporation, affix Corporate Seal

and

Print or type Signer's Name

(3)

Name of Contractor

Address as prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's Name

If Corporation, affix Corporate Seal

and

Print or type Signer's Name

(4)

Name of Contractor

Address as prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's Name

If Corporation, affix Corporate Seal

Print or type Signer's Name

CORPORATE SEAL(S)

BL-0066

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Catawba County

Rev. 10-31-24

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

Print or type Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Witness

Signature of Prequalified Bidder, Individual

Print or type Signer's Name

Print or type Signer's Name

BL-0066

S-32

Catawba County

Rev. 10-31-24

NON-COLLUSION, DEBARMENT GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

Print or type Individual Name

Address as prequalified

Signature of Prequalified Bidder, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

BL-0066

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Catawba County

Rev. 10-31-24

**DEBARMENT CERTIFICATION**

Conditions for certification:

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

**BL-0066****S-34****Catawba County**

Rev. 10-31-24

**DEBARMENT CERTIFICATION**

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

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

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

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

☐

Check here if an explanation is attached to this certification.

BL-0066

T-1

Catawba County

CITY OF HICKORY  
BID FORM

TIP No.  
County  
Description

BL-0066  
Catawba  
Sidewalks along both sides of SR 1453 (12th Ave NE/Springs Rd NE) between SR 1401 (16th St NE/Sandy Ridge Rd) and McDonald Parkway NE

| Line No. | Item No.     | Sec No. | Description                                        | Quantity | Unit | Unit Price | Total Amount |
|----------|--------------|---------|----------------------------------------------------|----------|------|------------|--------------|
| 1        | 0000100000-N | 800     | Mobilization                                       | 1        | LS   |            |              |
| 2        | 0000400000-N | 801     | Construction Surveying                             | 1        | LS   |            |              |
| 3        | 0043000000-N | 226     | Grading                                            | 1        | LS   |            |              |
| 4        | 0050000000-E | 226     | Supplementary Clearing & Grubbing                  | 1        | ACR  |            |              |
| 5        | 0057000000-E | 226     | Undercut Excavation                                | 200      | CY   |            |              |
| 6        | 0195000000-E | 265     | Select Granular Material                           | 200      | CY   |            |              |
| 7        | 0196000000-E | 270     | Geotextile for Soil Stabilization                  | 200      | SY   |            |              |
| 8        | 0318000000-E | 300     | Foundation Conditioning Material, Minor Structures | 10       | TON  |            |              |
| 9        | 0321000000-E | 300     | Foundation Conditioning Geotextile                 | 20       | SY   |            |              |
| 10       | 0335200000-E | 305     | 15" Drainage Pipe                                  | 52       | LF   |            |              |
| 11       | 0995000000-E | 340     | Pipe Removal                                       | 49       | LF   |            |              |
| 12       | 1099500000-E | 505     | Shallow Undercut                                   | 100      | CY   |            |              |
| 13       | 1099700000-E | 505     | Class IV Subgrade Stabilization                    | 200      | TON  |            |              |
| 14       | 1112000000-E | 505     | Geotextile for Subgrade Stabilization              | 300      | SY   |            |              |
| 15       | 1121000000-E | 520     | Aggregate Base Course                              | 240      | TON  |            |              |
| 16       | 1220000000-E | 545     | Incidental Stone Base                              | 50       | TON  |            |              |
| 17       | 1297000000-E | 607     | Milling Asphalt Pavement, 1 1/2" Depth             | 12,530   | SY   |            |              |
| 18       | 1491000000-E | 610     | Asphalt Conc Base Course, Type B25.0C              | 60       | TON  |            |              |
| 19       | 1503000000-E | 610     | Asphalt Conc Intermediate Course, Type I19.0C      | 10       | TON  |            |              |
| 20       | 1523000000-E | 610     | Asphalt Conc Surface Course, Type S9.5C            | 1,140    | TON  |            |              |
| 21       | 1575000000-E | 620     | Asphalt Binder for Plant Mix                       | 75       | TON  |            |              |
| 22       | 1693000000-E | 654     | Asphalt Plant Mix, Pavement Repair                 | 150      | TON  |            |              |
| 23       | 2022000000-E | 815     | Subdrain Excavation                                | 44.8     | CY   |            |              |
| 24       | 2026000000-E | 815     | Geotextile for Subsurface Drains                   | 200      | SY   |            |              |
| 25       | 2036000000-E | 815     | Subdrain Coarse Aggregate                          | 33.6     | CY   |            |              |

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Catawba County

CITY OF HICKORY  
BID FORM

TIP No.  
County  
Description

BL-0066  
Catawba  
Sidewalks along both sides of SR 1453 (12th Ave NE/Springs Rd NE) between SR 1401 (16th St NE/Sandy Ridge Rd) and McDonald Parkway NE

| Line No. | Item No.     | Sec No. | Description                                      | Quantity | Unit | Unit Price | Total Amount |
|----------|--------------|---------|--------------------------------------------------|----------|------|------------|--------------|
| 26       | 2044000000-E | 815     | 6" Perforated Subdrain Pipe                      | 200      | LF   |            |              |
| 27       | 2070000000-N | 815     | Subdrain Pipe Outlet                             | 1        | EA   |            |              |
| 28       | 2077000000-E | 815     | 6" Outlet Pipe                                   | 6        | LF   |            |              |
| 29       | 2264000000-E | 840     | Pipe Plugs                                       | 0.045    | CY   |            |              |
| 30       | 2286000000-N | 840     | Masonry Drainage Structures                      | 3        | EA   |            |              |
| 31       | 2364000000-N | 840     | Frame with Two Grates, Std 840.16                | 3        | EA   |            |              |
| 32       | 2535000000-E | 846     | 8" x 12" Concrete Curb                           | 800      | LF   |            |              |
| 33       | 2538000000-E | 846     | 2'-0" Concrete Curb & Gutter                     | 85       | LF   |            |              |
| 34       | 2542000000-E | 846     | 1'-6" Concrete Curb & Gutter                     | 30       | LF   |            |              |
| 35       | 2549000000-E | 846     | 2'-6" Concrete Curb & Gutter                     | 370      | LF   |            |              |
| 36       | 2591000000-E | 848     | 4" Concrete Sidewalk                             | 3,500    | SY   |            |              |
| 37       | 2605000000-N | 848     | Concrete Curb Ramps                              | 22       | EA   |            |              |
| 38       | 2612000000-E | 848     | 6" Concrete Driveway                             | 1,620    | SY   |            |              |
| 39       | 2647000000-E | 852     | 5" Monolithic Concrete Islands (Surface Mounted) | 70       | SY   |            |              |
| 40       | 2830000000-N | 858     | Adjustment of Manholes                           | 8        | EA   |            |              |
| 41       | 2845000000-N | 858     | Adjustment of Meter Boxes or Valve Boxes         | 2        | EA   |            |              |
| 42       | 2905000000-N | 859     | Convert Existing Drop Inlet to Junction Box      | 2        | EA   |            |              |
| 43       | 3656000000-E | 876     | Geotextile For Drainage                          | 1,000    | SY   |            |              |
| 44       | 4025000000-E | 901     | Contractor Furnished, Type "E" Sign              | 187      | SF   |            |              |
| 45       | 4072000000-E | 903     | Supports, 3-lb Steel U-Channel                   | 276      | LF   |            |              |
| 46       | 4102000000-N | 904     | Sign Erection, Type E                            | 20       | EA   |            |              |
| 47       | 4155000000-N | 907     | Disposal of Sign System, U-Channel               | 14       | EA   |            |              |
| 48       | 4400000000-E | 1110    | Work Zone Signs (Stationary)                     | 48       | SF   |            |              |
| 49       | 4405000000-E | 1110    | Work Zone Signs (Portable)                       | 144      | SF   |            |              |
| 50       | 4415000000-N | 1115    | Flashing Arrow Board                             | 2        | EA   |            |              |

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Catawba County

CITY OF HICKORY  
BID FORM

TIP No.  
County  
Description

BL-0066  
Catawba  
Sidewalks along both sides of SR 1453 (12th Ave NE/Springs Rd NE) between SR 1401 (16th St NE/Sandy Ridge Rd) and McDonald Parkway NE

| Line No. | Item No.     | Sec No. | Description                                             | Quantity | Unit | Unit Price | Total Amount |
|----------|--------------|---------|---------------------------------------------------------|----------|------|------------|--------------|
| 51       | 4420000000-N | 1120    | Portable Changeable Message Sign                        | 2        | EA   |            |              |
| 52       | 4430000000-N | 1130    | Drums                                                   | 100      | EA   |            |              |
| 53       | 4445000000-E | 1145    | Barricades (Type III)                                   | 16       | LF   |            |              |
| 54       | 4447000000-E | SP      | Pedestrian Channelizing Devices                         | 100      | LF   |            |              |
| 55       | 4455000000-N | 1150    | Flagger                                                 | 10       | DAY  |            |              |
| 56       | 4480000000-N | 1165    | TMA                                                     | 2        | EA   |            |              |
| 57       | 4510000000-N | 1190    | Law Enforcement                                         | 48       | HR   |            |              |
| 58       | 4685000000-E | 1205    | Thermoplastic Pavement Marking Lines (4", 90 Mils)      | 2,216    | LF   |            |              |
| 59       | 4695000000-E | 1205    | Thermoplastic Pavement Marking Lines (8", 90 Mils)      | 1,157    | LF   |            |              |
| 60       | 4709000000-E | 1205    | Thermoplastic Pavement Marking Lines (24", 90 Mils)     | 471      | LF   |            |              |
| 61       | 4720000000-E | 1205    | Thermoplastic Pavement Marking Character (90 Mils)      | 18       | EA   |            |              |
| 62       | 4725000000-E | 1205    | Thermoplastic Pavement Marking Symbol (90 Mils)         | 8        | EA   |            |              |
| 63       | 4810000000-E | 1205    | Paint Pavement Marking Lines (4")                       | 4,650    | LF   |            |              |
| 64       | 4835000000-E | 1205    | Paint Pavement Marking Lines (24")                      | 3,256    | LF   |            |              |
| 65       | 4840000000-N | 1205    | Paint Pavement Marking Character                        | 36       | EA   |            |              |
| 66       | 4845000000-N | 1205    | Paint Pavement Marking Symbol                           | 16       | EA   |            |              |
| 67       | 4890000000-E | SP      | Yield Line Thermoplastic Pavement Marking, 24", 90 Mils | 20       | LF   |            |              |
| 68       | 4890000000-E | SP      | Yield Line Paint Pavement Marking, 24"                  | 40       | LF   |            |              |
| 69       | 4895000000-N | SP      | Polycarbonate H-shaped Markers                          | 30       | EA   |            |              |
| 70       | 5540000000-E | 1515    | 6" Valve                                                | 2        | EA   |            |              |
| 71       | 5648000000-N | 1515    | Relocate Water Meter                                    | 27       | EA   |            |              |
| 72       | 5672000000-N | 1515    | Relocate Fire Hydrant                                   | 2        | EA   |            |              |
| 73       | 5673000000-E | 1515    | Fire Hydrant Leg                                        | 55       | LF   |            |              |
| 74       | 5686500000-E | 1515    | Water Service Line                                      | 1,360    | LF   |            |              |
| 75       | 5768000000-N | 1520    | Sanitary Sewer Clean-out                                | 1        | EA   |            |              |

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Catawba County

CITY OF HICKORY  
BID FORM

TIP No.  
County  
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BL-0066  
Catawba  
Sidewalks along both sides of SR 1453 (12th Ave NE/Springs Rd NE) between SR 1401 (16th St NE/Sandy Ridge Rd) and McDonald Parkway NE

| Line No. | Item No.     | Sec No. | Description                        | Quantity | Unit | Unit Price | Total Amount |
|----------|--------------|---------|------------------------------------|----------|------|------------|--------------|
| 76       | 5786500000-E | 1520    | Sewer Service Line                 | 22       | LF   |            |              |
| 77       | 6000000000-E | 1605    | Temporary Silt Fence               | 3,575    | LF   |            |              |
| 78       | 6006000000-E | 1610    | Stone for Erosion Control, Class A | 400      | TON  |            |              |
| 79       | 6009000000-E | 1610    | Stone for Erosion Control, Class B | 35       | TON  |            |              |
| 80       | 6012000000-E | 1610    | Sediment Control Stone             | 80       | TON  |            |              |
| 81       | 6015000000-E | 1615    | Temporary Mulching                 | 3        | ACR  |            |              |
| 82       | 6018000000-E | 1620    | Seed for Temporary Seeding         | 200      | LB   |            |              |
| 83       | 6021000000-E | 1620    | Fertilizer for Temporary Seeding   | 1        | TON  |            |              |
| 84       | 6024000000-E | 1622    | Temporary Slope Drains             | 200      | LF   |            |              |
| 85       | 6029000000-E | SP      | Safety Fence                       | 200      | LF   |            |              |
| 86       | 6030000000-E | 1630    | Silt Excavation                    | 100      | CY   |            |              |
| 87       | 6036000000-E | 1631    | Matting for Erosion Control        | 1,000    | SY   |            |              |
| 88       | 6037000000-E | 1629    | Coir Fiber Mat                     | 100      | SY   |            |              |
| 89       | 6042000000-E | 1632    | 1/4" Hardware Cloth                | 250      | LF   |            |              |
| 90       | 6071010000-E | 1642    | Wattle                             | 650      | LF   |            |              |
| 91       | 6071013000-E | 1642    | Wattle Barrier                     | 1,500    | LF   |            |              |
| 92       | 6084000000-E | 1660    | Seeding & Mulching                 | 3        | ACR  |            |              |
| 93       | 6087000000-E | 1660    | Mowing                             | 1.5      | ACR  |            |              |
| 94       | 6090000000-E | 1661    | Seed for Repair Seeding            | 50       | LB   |            |              |
| 95       | 6093000000-E | 1661    | Fertilizer for Repair Seeding      | 0.25     | TON  |            |              |
| 96       | 6096000000-E | 1662    | Seed for Supplemental Seeding      | 75       | LB   |            |              |
| 97       | 6108000000-E | 1665    | Fertilizer Topdressing             | 2        | TON  |            |              |
| 98       | 6114500000-N | 1667    | Specialized Hand Mowing            | 10       | MHR  |            |              |
| 99       | 6117000000-N | 1675    | Response for Erosion Control       | 15       | EA   |            |              |
| 100      | 6117500000-N | SP      | Concrete Washout Structure         | 3        | EA   |            |              |

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Catawba County

CITY OF HICKORY  
BID FORM

TIP No.  
County  
Description

BL-0066  
Catawba  
Sidewalks along both sides of SR 1453 (12th Ave NE/Springs Rd NE) between SR 1401 (16th St NE/Sandy Ridge Rd) and McDonald Parkway NE

| Line No. | Item No.     | Sec No. | Description                                         | Quantity | Unit | Unit Price | Total Amount |
|----------|--------------|---------|-----------------------------------------------------|----------|------|------------|--------------|
| 101      | 6132000000-N | SP      | Fabric Insert Inlet Protection, Type 1              | 50       | EA   |            |              |
| 102      | 6132000000-N | SP      | Fabric Insert Inlet Protection Cleanout             | 150      | EA   |            |              |
| 103      | 6132000000-N | SP      | Prefabricated Concrete Washout                      | 15       | EA   |            |              |
| 104      | 7048500000-E | 1705    | Pedestrian Signal Head (16", 1 Section w/Countdown) | 8        | EA   |            |              |
| 105      | 7060000000-E | 1705    | Signal Cable                                        | 2,640    | LF   |            |              |
| 106      | 7120000000-E | 1705    | Vehicle Signal Head (12", 3 Section)                | 11       | EA   |            |              |
| 107      | 7132000000-E | 1705    | Vehicle Signal Head (12", 4 Section)                | 4        | EA   |            |              |
| 108      | 7229000000-N | SP      | APS Detector Station                                | 10       | EA   |            |              |
| 109      | 7230000000-N | SP      | Central Control Units for APS Detector Station      | 3        | EA   |            |              |
| 110      | 7264000000-E | 1710    | Messenger Cable (3/8")                              | 410      | LF   |            |              |
| 111      | 7288000000-E | 1715    | Paved Trenching (1, 2")                             | 150      | LF   |            |              |
| 112      | 7300000000-E | 1715    | Unpaved Trenching (1, 2")                           | 720      | LF   |            |              |
| 113      | 7301000000-E | 1715    | Directional Drill (1, 2")                           | 40       | LF   |            |              |
| 114      | 7324000000-N | 1716    | Junction Box (Standard Size)                        | 9        | EA   |            |              |
| 115      | 7360000000-N | 1720    | Wood Pole                                           | 4        | EA   |            |              |
| 116      | 7372000000-N | 1721    | Guy Assembly                                        | 8        | EA   |            |              |
| 117      | 7396000000-E | 1722    | 1/2" Riser with Weatherhead                         | 1        | EA   |            |              |
| 118      | 7408000000-E | 1722    | 1" Riser with Weatherhead                           | 1        | EA   |            |              |
| 119      | 7420000000-E | 1722    | 2" Riser with Weatherhead                           | 2        | EA   |            |              |
| 120      | 7444000000-E | 1725    | Inductive Loop Sawcut                               | 970      | LF   |            |              |
| 121      | 7456100000-E | 1726    | Lead-in Cable (14-2)                                | 4,280    | LF   |            |              |
| 122      | 7636000000-N | 1745    | Sign for Signals                                    | 5        | EA   |            |              |
| 123      | 7642100000-N | 1743    | Type I Post with Foundation                         | 2        | EA   |            |              |
| 124      | 7642200000-N | 1743    | Type II Pedestal with Foundation                    | 5        | EA   |            |              |
| 125      | 7684000000-N | 1750    | Signal Cabinet Foundation                           | 1        | EA   |            |              |

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Catawba County

CITY OF HICKORY  
BID FORM

TIP No. BL-0066  
County Catawba  
Description Sidewalks along both sides of SR 1453 (12th Ave NE/Springs Rd NE) between SR 1401 (16th St NE/Sandy Ridge Rd) and McDonald Parkway NE

| Line No.                   | Item No.     | Sec No. | Description                                         | Quantity | Unit | Unit Price | Total Amount |
|----------------------------|--------------|---------|-----------------------------------------------------|----------|------|------------|--------------|
| 126                        | 7696000000-N | 1751    | Controlllers with Cabinet (Type 2070, Base Mounted) | 1        | EA   |            |              |
| 127                        | 7744000000-N | 1751    | Detector Card (Type 170)                            | 10       | EA   |            |              |
| 128                        | 7901000000-N | 1753    | Cabinet Base Extender                               | 1        | EA   |            |              |
| TOTAL BID FOR PROJECT..... |              |         |                                                     |          |      | \$         |              |

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ PHONE: \_\_\_\_\_

FEDERAL ID. No. \_\_\_\_\_ LISC. No. (IF APPLICABLE) \_\_\_\_\_

AUTHORIZED AGENT \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CORPORATE SEAL

**BL-0066**

**U-1**

**Catawba County**

**Execution of Contract**

**Contract No: BL-0066**

**County: Catawba County**

ACCEPTED BY THE CITY OF HICKORY

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
Date