INVITATION TO BID

TITLE: EB-6030 Skibo Road Sidewalk
Fayetteville, North Carolina

COF1517024

OWNER:
CITY OF FAYETTEVILLE
433 Hay Street
Fayetteville, North Carolina 28301

DESIGNER:
Mott MacDonald
7621 Purfoy Road
Fuquay-Varina, NC 27526
919-552-2253

Bid Due Date: - September 30, 2026 @ 2:00 PM

This document is intended for use on City of Fayetteville Construction Projects and shall not be used on any project that is not reviewed and approved by the City of Fayetteville.

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FAYETTEVILLE NC
AMERICA'S CAN DO CITY

A message from the City of Fayetteville City Manager, Dr. Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to providing Small Local Business Enterprises (SLBEs) and small businesses an equal opportunity to participate in all aspects of City contracting, including but not limited to participation in the procurement of contracts relating to construction, professional services, equipment, supplies, and improvements to facilities throughout the City.

It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion, national origin, age, or disability, and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is committed to following all applicable federal, state, and local laws as they relate to procurement practices.

Small Business Participation Commitment

The City will actively seek and identify qualified small businesses, including SLBEs, and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts. The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors.

Small Business Enterprise Program

The City's Charter has been amended by the General Assembly (H.B. 198) to establish a small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include measures to enhance participation by small business enterprises located in Cumberland and Hoke Counties, including:

- Arranging solicitations, specifications, and contract requirements to facilitate small business participation
- Providing technical assistance and capacity building programs
- Carrying out information and communication programs on contracting procedures and opportunities
- Implementing outreach programs to identify and engage qualified small businesses
- Offering supportive services to help small businesses compete effectively
- Ensuring prompt payment to subcontractors
- Simplifying bonding and insurance requirements where appropriate

Federal and State-Funded Projects - Important Notice

In accordance with state directive following the U.S. Department of Transportation's October 3, 2025 Interim Final Rule to 49 CFR Part 26:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

For Federally-Funded Contracts:

- No DBE goals may be established for federally-funded contracts until further guidance is provided by the state
- All existing DBE certifications are in suspended status pending Unified Certification Program (UCP) reevaluation under new individualized disadvantage standards
- Firms are not required to submit DBE participation commitments at this time

For State-Funded Contracts:

- No MB/WBE goals may be established for state-funded contracts until further guidance is provided by the state

The City will continue to facilitate participation by all qualified small businesses through the measures listed above and will resume DBE and MB/WBE program activities once the state provides further guidance.

Equal Opportunity for All

The City is committed to:

- Providing equal access to contracting opportunities for all qualified businesses
- Removing barriers to small business participation
- Supporting economic development and capacity building in our community
- Ensuring fair and open competition in all procurements
- Maintaining compliance with all applicable federal, state, and local requirements
- Supporting diversity in our supplier and contractor base

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE

Dr. Douglas J. Hewett, ICMA-CM
City Manger

CITY OF FAYETTEVILLE
PURCHASING DEPARTMENT

CONTRACT PROPOSAL

NCDOT: EB-6030

COUNTY: Cumberland

DESCRIPTION: EB-6030 Skibo Road Sidewalk

DATE OF ADVERTISEMENT: August 26, 2026

PRE-BID MEETING: In Person

BID OPENING: September 30, 2026 @ 2:00 PM

*****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. FOR CONTRACTS $30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERTION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:
City of Fayetteville – City Hall Information Booth
Attention: Kimberly Toon
Assistant Chief Financial Officer-Procurement

Physical Address:
CITY OF FAYETTEVILLE CITY HALL
433 HAY STREET
FAYETTEVLLE, NC 28301

ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.

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 shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid form furnished by the CITY OF FAYETTEVILLE with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**

2. All entries on the bid form, including signatures, shall be written in ink.

3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. ***Unit prices must be limited to TWO decimal places. ***

4. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.

5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.

6. Changes in 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 “White Out” or similar product to make corrections.

7. The bid shall be properly executed. All bids shall show the following information:

a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.

b. Name of individual or representative submitting bid and position or title.

c. Name, signature, and position or title of witness.

d. Federal Identification Number

e. Contractor's License Number (If available)

8. Bids submitted by corporations shall bear the seal of the corporation.

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, or to enter into a contract pursuant to an award.

11. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE CITY OF FAYETTEVILLE, CITY HALL 2ND FLOOR E.E. SMITH CONFERENCE ROOM, 433 HAY STREET, FAYETTEVILLE, NORTH CAROLINA, BY SEPTEMBER 30, 2026 @ 2:00 PM

12. The sealed bid must display the following statement on the front of the sealed envelope:

"QUOTATION FOR – EB-6030 SKIBO ROAD SIDEWALK
TO BE OPENED AT 2:00 PM ON SEPTEMBER 30, 2026"

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 Fayetteville
Attn: Kimberly Toon, CLGPO, CLGFO — Assistant Chief Financial Officer-Procurement
433 Hay Street
Fayetteville, NC 28301

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* - Since this is a Federal-aid project with DBE participation, only those requirements and goals set forth by NCDOT Goal Setting Committee are applicable. 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:

Bid Bonds (M-5):
https://connect.ncdot.gov/letting/Pages/Central-Letting-Forms.aspx

Payment Bonds (M-6):
https://connect.ncdot.gov/letting/Pages/Central-Letting-Forms.aspx

Performance Bonds (M-7):
https://connect.ncdot.gov/letting/Pages/Central-Letting-Forms.aspx

G. *Liability Insurance* – In addition to any insurance requirements as may be required by the City of Fayetteville, 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. *Proprietary Items* - When a proprietary (brand name) product, whether material, equipment or procedure, are specified in the plans or specifications, they are used only to denote the style, type, character, and quality desired of the product. They do not restrict the bidder from proposing other brands, makes, or manufacturers, which are determined to be of equal quality. The approval, or disapproval of those products, will be made by the Engineer prior to allowing those product(s) or material(s) to be incorporated into the work.

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.

ALLOWABLE CHANGES TO THE NCDOT 2024 Standard Specifications:

1. *Article 102-1 Invitation to Bid, page 1-9,* delete this section in its entirety.
2. *Subarticle 102-8(B) Electronic Bids, page 1-15,* delete this section in its entirety.
3. *Subarticle 102-12(A) Paper Bid, page 1-18*, line 37, the reference to "Contract Officer" shall be changed to "Senior Construction Administrator".
4. *Subarticle 102-12(B) Electronic Bid, page 1-18,* delete this section in its entirety.
5. *Subarticle 103-2(B) Electronic Bids, page 1-22,* delete this section in its entirety.
6. *Subarticle 103-3(A) Criteria for Withdrawal of Bid, page 1-22*, modify the reference *"G.S.136-28.1" to "G.S.143-129.1"*. On page 1-23, in that same subarticle under (5), line 11, modify "State Contract Officer" to "Senior Construction Administrator".
7. *Article 103-7 Contract Bonds, page 1-30,* line 5, modify "14" calendar days to "10" calendar days per *G.S.143-129*.
8. *Article 103-9, Failure to Furnish Contract Bonds, page 1-30,* line 15, modify "14" calendar days to "10" calendar days per *G.S.143-129*.
9. *Article 105-9 Construction Stakes, Lines and Grades, page 1-48,* delete this section in its entirety and substitute the following: "The Municipality will <u>not</u> set the stakes, lines or grades for this project."
10. *Article 107-5 Encroachment on Right of Way, page 1-58,* in line 11, change the word "entity" to "municipality".
11. *Article 108-2, Progress Schedule, page 1-68,* add the following requirement as subarticle (D) on page 1-69: "The municipality may add additional requirements as noted in the bid proposal".
12. *Article 108-3, Preconstruction Conference, page 1-69, line 20,* change "Division Engineer" to "Senior Construction Administrator".
13. *Article 108-4, Construction Conferences, page 1-69,* line 28, change "Resident Engineer" to "Senior Construction Administrator".
14. *Article 109-8, Fuel Price Adjustments, page 1-87,* delete this article in its entirety and substitute the following: "Fuel Price Adjustments will <u>not</u> apply to this project."
15. *Article-620-4, Measurement and Payment, page 6-33,* delete lines 38 through line 20 on page 6-34 and substitute the following: "Asphalt Price Adjustments will <u>not</u> apply to this project."

GENERAL

Bid Receipt Date	**September 30, 2026 @ 2:00 PM** City of Fayetteville Purchasing Dept. 433 Hay Street Fayetteville, NC 28301
Pre-Bid Conference	**September 9th, 2026 @ 2:00 PM** 339 Alexander Street Fayetteville NC 28301 Virtual Link:
Bid Acceptance Period	**90 Calendar Days unless otherwise noted**

The EB-6030 Skibo Road Sidewalk shall consist of 5' sidewalk on the North Side of Skibo Road which transitions to a 10' Multi-use Path past Morganton Road.

Questions regarding this bid must be submitted in writing to the attention of Kimberly Toon, Purchasing Manager, by e-mail to cofbiddingquestions@fayettevillenc.gov no later than **5:00 PM, September 16th, 2026.**

Bidders are expressly prohibited from contacting any City of Fayetteville official or employee associated with this Request for Proposal, except as noted above. Violation of this prohibition is grounds for the immediate disqualification of the bidder.

All contractors working on this project shall be properly licensed in accordance with the North Carolina State Licensing requirements.

Testing – The City reserves the right to test any or all materials and workmanship by a certified independent testing laboratory at his expense. Testing shall be accomplished as deemed necessary by the Engineer and in accordance with North Carolina Department of Transportation (NCDOT) Specifications. Any necessary re-testing due to failures of previous tests shall be at the Contractor's expense.

FEDERAL REQUIREMENTS ARE INCLUDED IN THIS CONTRACT

The "Standard Specification for Roads and Structures" revised January 2024 by the North Carolina Department of Transportation will govern the work on this project.

The Contractor shall submit a construction schedule to the City of Fayetteville Project Manager within ten (10) calendar days after receipt of "Notice to Proceed and prior to beginning the work." Said schedule is to be updated and submitted monthly with the Contractor's application for payment. The schedule will show tasks to be performed, start date, finish date and relationships between tasks. The City prefers MS Project for project scheduling but will accept other such program types provided they comply with this section.

INSURANCE REQUIREMENTS (NCDOT, CITY AND RAILROAD)

- Attached are Insurance requirements that are required "in addition" to the Insurance requirements per the North Carolina Department of Transportation Standard Specifications for Roads and Structures for this contract.
- Attached are the Insurance Requirements per the City of Fayetteville

Contractors shall comply with the Erosion and Sediment Control/Stormwater Certification in the contract.

Primary Contact for Online Training

Joni Tanner
soils_training@ncsu.edu

Primary Contact for Scheduling an Exam

Melanie McCaleb
melanie@ntuinc.com

SECTION A - PROJECT SPECIFICS

PROJECT SPECIAL PROVISIONS

GENERAL

DIVISION LET CONTRACT PREQUALIFICATION:

(07-01-14)(12-1-16) SPD 01-410

Any firm that wishes to bid as a prime contractor shall be prequalified as a Bidder or PO Prime Contractor prior to submitting a bid. Information regarding prequalification can be found at: https://connect.ncdot.gov/business/Prequal/Pages/default.aspx.

Prior to performing the work, the prime contractor and/or subcontractor(s) shall be prequalified in the work code(s) which are identified as work items in the prime contractor's construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

BOND REQUIREMENTS:

(06-01-16) 102-8, 102-10 SPD 01-420A

A **Bid Bond is required** in accordance with Article 102-10 of the *2024 Standard Specifications for Roads and Structures*.

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the *2024 Standard Specifications for Roads and Structures.*

AUTHORITY OF THE ENGINEER:

(01-30-14) 105-1 SPD 01-460

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representative.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

PROSECUTION AND PROGRESS:

(3-16-10) 108 SPD 1-700

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods as may be required to complete the work described in the contract by the completion date and in accordance with the *2024 Standard Specifications.*

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and legal State holidays, unless otherwise approved by the Engineer. Work shall only be

performed when weather and visibility conditions allow safe operations.

BUILD AMERICA, BUY AMERICA (BABA):
(11-15-22)(Rev. 7-16-24) 106 SP1 G05

Revise the *Standard Specifications* as follows:

Page 1-48, Article 106-1 GENERAL REQUIREMENTS, add the following after line 49:

(C) Build America, Buy America (BABA)

All manufactured products and construction materials permanently incorporated into any project must meet requirements of the Build America, Buy America (BABA) Act of the Infrastructure Investment and Jobs Act (IIJA). Before any material or product shown on the Department's Build America, Buy America (BABA) List is included for payment on a monthly estimate, the Contractor shall furnish the Engineer with a notarized certification certifying that the items conform to the BABA Act. The Department's Build America Buy America (BABA) List can be found on the Department's website below.

https://connect.ncdot.gov/letting/LetCentral/NCDOT%20BABA%20Materials%20List.pdf

Each purchase order issued by the Contractor or a subcontractor for items on the BABA List to be permanently incorporated into any project shall contain in bold print a statement advising the supplier that the manufactured products and construction materials must be produced in the United States of America. The Contractor and all affected subcontractors shall maintain a separate file for BABA List items so that verification of the Contractor's efforts to purchase items produced in the United States can readily be verified by an authorized representative of the Department or the Federal Highway Administration (FHWA).

CONTRACT TIME AND LIQUIDATED DAMAGES:
(7-20-99) (Rev. 5-16-23) 108 SP1 G06

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

The completion date for this contract is **270 calendar days from the Notice to Proceed**.

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 **Six Hundred Dollars ($600.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:
(2-20-07) (Rev. 6-18-13) 108 SP1 G14 H

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 **Skibo Road Sidewalk** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday through Sunday from 4:00 PM through 8:30 AM

ROAD CLOSURE IS NOT ALLOWED ON THIS PROJECT

In addition, the Contractor shall not close or narrow a lane of traffic on **Skibo Road Sidewalk** 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 **9:00 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.

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 Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his

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

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

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

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

PROSECUTION OF WORK:

(7-1-95) (Rev. 8-21-12) 108 SP1 G15R

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **Five Hundred Dollars** (**$500.00**) will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

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.

RAILROAD GRADE CROSSING:

(7-1-95) (Rev. 1-16-24) 107-9
SP1 G17R

When the use of slow moving or stopped equipment is required over at-grade railroad crossings, the contractor shall contact the appropriate track owner to gain Right of Entry. The contractor shall be responsible for ascertaining and contacting the railroad track owner.

No separate payment will be made for conforming with the requirements of this Special Provision. Please contact the Resident Engineer or the NCDOT Rail Division - Engineering Coordination & Safety Branch - Surfaces & Encroachment Manager with any questions pertaining to the Right of Entry.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07) 104 SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:

(7-1-95)(Rev. 1-16-24) 108-6 SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *Standard Specifications*).

FUEL PRICE ADJUSTMENT PAPER BID:

(11-15-05) (Rev. 1-16-24) 109-8 SP1 G44

Revise the *Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is **$2.2387** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

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

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form for Paper Bid* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form for Paper Bid* is included toward the end of this paper bid document when asphalt items noted in the chart as eligible for fuel adjustments are part of the project.

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

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

DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES):

(10-16-07)(Rev.5-9-24) 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 the **City of Fayetteville** 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.

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

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

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

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

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 <u>all</u> 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 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. The **City of Fayetteville** 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, the 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 Fayetteville** 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 **Engineer for the City of Fayetteville** 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 **Engineer for the City of Fayetteville** 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 **Engineer for the City of Fayetteville** no later than 10:00 a.m. on the next official state business day.

Submission of Good Faith Effort

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

One complete set and **2** copies of this information shall be received in the office of the **Engineer for the City of Fayetteville** 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 **Engineer for the City of Fayetteville** 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.

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

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

(B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.

(1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).

(C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

(G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies,

materials, or related assistance or services.

(H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening 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, **the City of Fayetteville** may take into account the following:

(1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.

(2) The bidders' past performance in meeting the DBE goals.

(3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, the **City of Fayetteville** may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the **City of Fayetteville** does not award the contract to the apparent lowest responsive bidder, the **City of Fayetteville** reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the **City of Fayetteville** 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 **Engineer for the City of Fayetteville** 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 **Engineer for the City of Fayetteville** . 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 the **City of Fayetteville** . The **City of Fayetteville**'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 **Engineer for the City of Fayetteville.** The **Engineer for the City of Fayetteville** 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, the **City of Fayetteville** will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

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

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

(2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

(5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

(6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

(7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

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

The Contractor must give notice in writing both by certified mail and email to the DBE subcontractor, with a copy to the **Engineer for the City of Fayetteville** 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 Fayetteville** 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 Fayetteville**'s written approval based upon a finding of good cause for the proposed termination and/or substitution. Good cause does not exist if the Contractor seeks to terminate a DBE or any portion of its work that it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged, or so that the Contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of this section, good cause shall include the following circumstances:

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

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

(A) Performance Related Replacement

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

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

(1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:

(a) The names, addresses, and telephone numbers of DBEs who were contacted.
(b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

(3) A list of reasons why DBE quotes were not accepted.

(4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

(1) When a committed DBE is decertified by the NCDOT after the SAF (*Subcontract Approval Form*) has been received by the **City of Fayetteville** , the **City of Fayetteville** will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement but not the overall goal.

(i) If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract. The Department may continue to count participation equal to the remaining work performed by the decertified firm which will count toward the contract goal requirement and overall goal.

(ii) If the DBE’s ineligibility is caused solely by its acquisition by or merger with a non-DBE during the performance of the contract. The Department may not continue to count the portion of the decertified firm’s performance on the contract remaining toward either the contract goal or the overall goal, even if the Contractor has executed a subcontract with the firm or the Department has executed a prime contract with the DBE that was later decertified.

(2) When a committed DBE is decertified prior to the **City of Fayetteville** 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 the **Engineer for the City of Fayetteville** (see A herein for required documentation).

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish

the **Engineer for the City of Fayetteville** a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

Reporting Disadvantaged Business Enterprise Participation

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

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19) **SP1 G092**

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

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

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

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

EQUIPMENT IDLING GUIDELINES:

(1-19-21) 107 SP1 G096

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

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

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).

11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94) 108-5 SP1 G100

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

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

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

CARGO PREFERENCE ACT:

(2-16-16)

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

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

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

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

SUBSURFACE INFORMATION:
(7-1-95)(Rev. 8-16-22) 450 SP1 G112 A

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

TWELVE MONTH GUARANTEE – LGA Projects
(10-7-13) 108 **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 Fayetteville**. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of **City of Fayetteville**, 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 Fayetteville**'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 Fayetteville** 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 Fayetteville** 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.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION (LGA):
(10-15-24) 105-16, 225-2, 16 SP1 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 **Engineer for the City of Fayetteville**.
(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 the **Engineer for the City of Fayetteville** 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 the **Engineer for the City of Fayetteville** 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 **Engineer for the City of Fayetteville** 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 **Engineer for the City of Fayetteville** when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.

(d) Conduct the inspections required by the NPDES permit.

(e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.

(f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.

(g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.

(h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.

(i) Remove temporary erosion or sediment control devices when they are no longer necessary as 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 **Engineer for the City of Fayetteville**. Maintain NPDES inspection records and make records available at all times for verification by the **Engineer for the City of Fayetteville**.

Preconstruction Meeting

Furnish the name(s) of the designated E&SC supervisor and notify the **Engineer for the City of Fayetteville** 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.

REVISION TO FHWA-1273 CONCERNING TAP-FUNDED PROJECTS:

(10-15-13) SP1 G190

Revise the *Standard Special Provision FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts* as follows:

Replace the last sentence in Section I.4 and the third sentence in the first paragraph of Section IV with the following:

Transportation Alternative Program (TAP)-funded projects shall have the same requirements as Federal-Aid highway projects except physical location exceptions will not apply.

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)(Rev. 1-16-24) Z-2

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

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

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

STANDARD SPECIAL PROVISION

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11) Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final.

Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

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

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

Barnyard Grass

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

STANDARD SPECIAL PROVISION

ERRATA

(1-16-24) Z-4

Revise the *2024 Standard Specifications* as follows:

Division 3

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

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

Division 9

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

Division 10

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

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

Division 11

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

Division 15

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

Division 16

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

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

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

STANDARD SPECIAL PROVISION

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

(3-18-03) (Rev. 5-21-19) **Z-04a**

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION

TITLE VI AND NONDISCRIMINATION:

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the

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

(e) Sanctions for Noncompliance:

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

(i) Withholding payments to the contractor under the contract until the contractor complies; and/or

(ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

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

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

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

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT’s Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

   "The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."
4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.

(b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))

(c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

(d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.

1. Applicability

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

2. Eligibility

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

3. Time Limits and Filing Options

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

   (i) The date of the alleged act of discrimination; or

   (ii) The date when the person(s) became aware of the alleged discrimination; or

   (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

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

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

4. Format for Complaints

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

5. Discrimination Complaint Form

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

6. Complaint Basis

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

TABLE 103-1 COMPLAINT BASIS			
Protected Categories	**Definition**	**Examples**	**Applicable Nondiscrimination Authorities**
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. *(Executive Order 13166)*
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin *(Limited English Proficiency)*	Place of birth. Citizenship is not a factor. (*Discrimination based on language or a person's accent is also covered)*	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. *Note:* Sex under this program does not include sexual orientation.	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) *(Religion/ Creed in all aspects of any aviation or transit-related construction)*	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. ***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.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. *(49 U.S.C. 5332(b);* *49 U.S.C. 47123)*

(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:

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

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

(i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) **Additional Title VI Assurances**

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

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

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

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

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

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

STANDARD SPECIAL PROVISION

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

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

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

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

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

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

EMPLOYMENT GOALS FOR MINORITY AND FEMALE PARTICIPATION

Economic Areas

Area 023 29.7%
Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%
Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%
Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%
Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%
Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 028 15.5%
Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%
Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%
Buncombe County
Madison County

Area 030 6.3%
Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6%
Currituck County

Area 9200 20.7%
Brunswick County
New Hanover County

Area 2560 24.2%
Cumberland County

Area 6640 22.8%
Durham County
Orange County
Wake County

Area 1300 16.2%
Alamance County

Area 3120 16.4%
Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin County

Area 1520 18.3%
Gaston County
Mecklenburg County
Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

STANDARD SPECIAL PROVISION

REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

FHWA - 1273 Revised October 12, 2023 Z-8

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

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

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act

of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

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

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

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

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

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

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

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

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

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

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where

implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

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

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

a. The records kept by the contractor shall document the following:
(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.
Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

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

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and

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

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

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive
Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage

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

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

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

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

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
b. No part of this contract shall be subcontracted to any
person or firm ineligible for award of a Government contract by
virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal

Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an

employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

3. **Instructions for Certification – Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or

attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION

ON-THE-JOB TRAINING:

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

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

STANDARD SPECIAL PROVISION

MINIMUM WAGES

GENERAL DECISION NC20240090 01/05/2024 NC90

Z-090

Date: January 5, 2024

General Decision Number: NC20240090 01/05/2024 NC90

Superseded General Decision Numbers: NC20230090

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit

a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

SUNC2014-005 11/17/2014

	Rates	Fringes
BLASTER	21.04	
CARPENTER	13.72 **	
CEMENT MASON/CONCRETE FINISHER	14.48 **	
ELECTRICIAN		
Electrician	17.97	
Telecommunications Technician	16.79	.63
IRONWORKER	16.02 **	
LABORER		
Asphalt Raker and Spreader	12.46 **	
Asphalt Screed/Jackman	14.33 **	
Carpenter Tender	12.88 **	
Cement Mason/Concrete Finisher Tender	12.54 **	
Common or General	10.20 **	
Guardrail/Fence Installer	12.87 **	
Pipelayer	12.17 **	
Traffic Signal/Lighting Installer	14.89 **	
PAINTER		
Bridge	24.57	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	11.85 **	
Bulldozer Fine	17.04 **	
Bulldozer Rough	14.34 **	
Concrete Grinder/Groover	20.34	2.30
Crane Boom Trucks	20.54	
Crane Other	20.08	
Crane Rough/All-Terrain	20.67	
Drill Operator Rock	14.38 **	
Drill Operator Structure	21.14	
Excavator Fine	16.60	
Excavator Rough	14.00 **	
Grader/Blade Fine	18.47	
Grader/Blade Rough	14.62 **	
Loader 2 Cubic Yards or Less	13.76 **	
Loader Greater Than 2 Cubic Yards	14.14 **	
Material Transfer Vehicle (Shuttle Buggy)	15.18 **	
Mechanic	17.55	
Milling Machine	15.36 **	
Off-Road Hauler/Water Tanker	11.36 **	
Oiler/Greaser	13.55 **	
Pavement Marking Equipment	12.11 **	
Paver Asphalt	15.59 **	

	Rates	Fringes
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.45 **	
Roller Asphalt Finish	13.85 **	
Roller Other	11.36 **	
Scraper Finish	12.71 **	
Scraper Rough	11.35 **	
Slip Form Machine	16.50	
Tack Truck/Distributor Operator	14.52 **	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.12 **	
GVWR of 26,001 Lbs or Greater	12.37 **	

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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.

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 cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which

in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the David-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact

should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

PROJECT SPECIAL PROVISIONS

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.

COAL COMBUSTION PRODUCTS IN EMBANKMENTS:

(4-16-02) (Rev. 1-16-24) 235 SP02 R70

Description

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

Materials

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

The following CCPs are unacceptable:

(A) Frozen material,

(B) Ash from boilers fired with both coal and petroleum coke, and

(C) Material with a maximum dry unit weight of less than 65 pounds per cubic foot when tested in accordance with AASHTO T 99 Method A or C.

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

Preconstruction Requirements

When CCPs are to be used as a substitute for earth borrow material, request written approval from the Engineer at least ninety (90) days in advance of the intent to use CCPs and include the following details using the NCDOT Form CCP-2015 in accordance with NCGS § 130A-309.219(b)(1):

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

Submit the form to the Engineer and the Resource Conservation Program (RCP) Engineer at ResourceConservation@ncdot.gov for review. The Engineer and the RCP Engineer will coordinate the requirements of NCGS § 130A-309.219(a)(1) and notify the Contractor that all the necessary requirements have been met before the placement of structural fill using coal combustion products is allowed.

Construction Methods

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

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

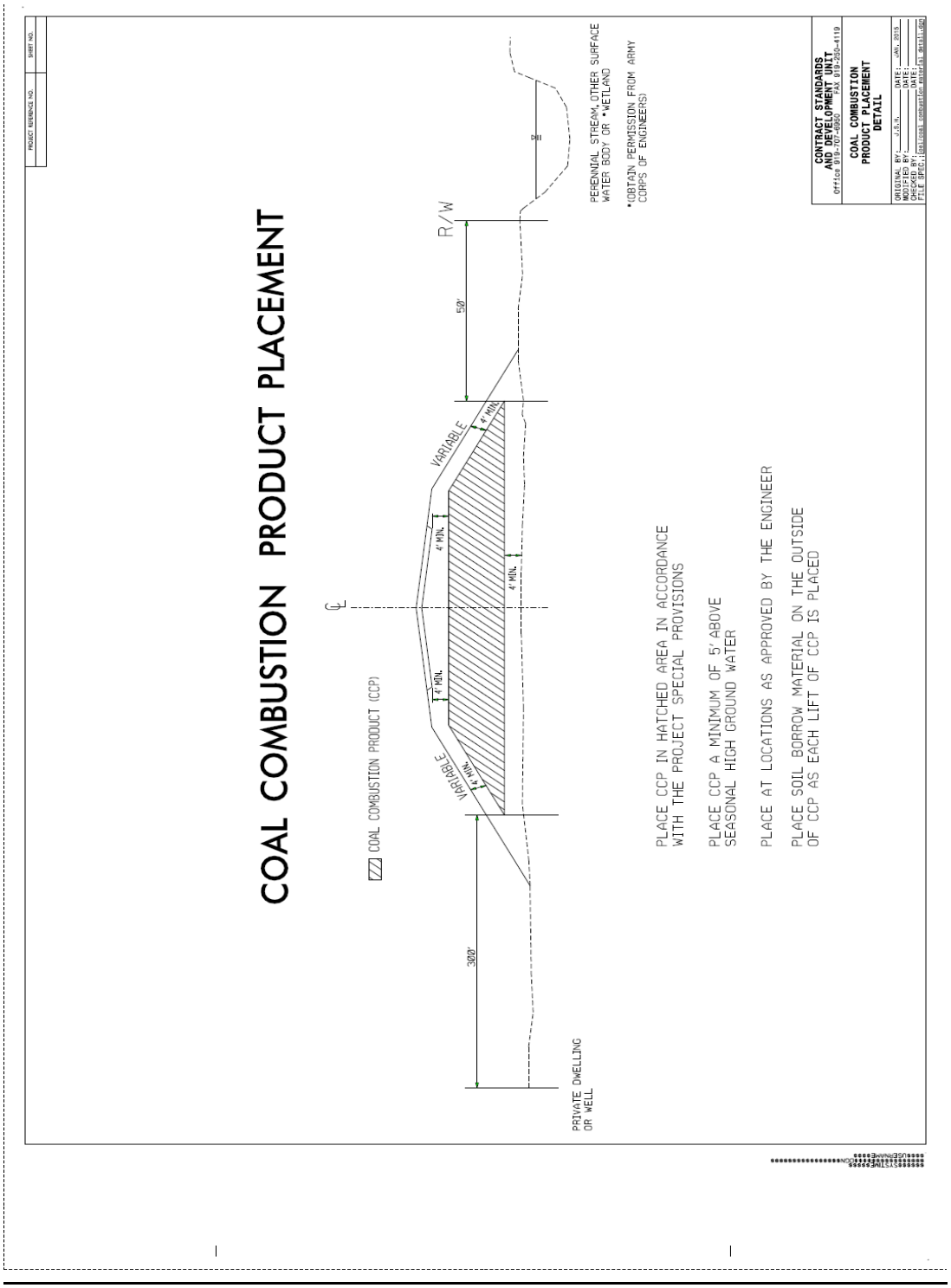
Construct embankments by placing CCPs in level uniform lifts with no more than a lift of 10 inches and compacted to at least a density of 95 percent as determined by test methods in AASHTO T 99, Determination of Maximum Dry Density and Optimum Moisture Content, Method A or C depending upon particle size of the product. Provide a moisture content at the time of compaction

of within 4 percent of optimum but not greater than one percent above optimum as determined by AASHTO T 99, Method A or C.

Divert surface waters resulting from precipitation from the CCPs placement area during filling and construction activities. Construct embankments such that rainfall will not run directly off of the CCPs. Provide dust control to minimize airborne emissions. Construct fill in a manner that prevents water from accumulating and ponding and do not pump nor discharge waters from CCP's filling and construction areas.

Measurement and Payment

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



MANUFACTURED QUARRY FINES IN EMBANKMENTS:

(01-17-17)(Rev. 4-16-24) 235 SP02 R72

Description

This specification addresses the use of manufactured quarry fines that are not classified as select

materials. The specification allows the Contractor an option, with the approval of the Engineer, to use manufactured quarry fines (MQFs) in embankments as a substitute for conventional borrow material. Furnish and place geotextile for subgrade stabilization in accordance with the contract. Geotextile for subgrade stabilization is required to prevent pavement cracking and provide separation between the subgrade and pavement section at embankment locations where manufactured quarry fines are utilized and as directed by the Engineer.

Materials

Manufactured Quarry Fines.

Site specific approval of MQFs material will be required prior to beginning construction as detailed in the preconstruction requirements of this provision.

The following MQFs are unacceptable:
(A) Frozen material,
(B) Material with a maximum dry unit weight of less than 90 pounds per cubic foot when tested in accordance with AASHTO T-99 Method A or C.
(C) Material with greater than 80% by weight Passing the #200 sieve

Collect and transport MQFs in a manner that will prevent nuisances and hazards to public health and safety. Moisture condition the MQFs as needed and transport in covered trucks to prevent dusting. If MQFs are blended with natural earth material, follow Borrow Criteria in Section 1018 of the *Standard Specifications.*

Preconstruction Requirements

When MQFs are to be used as a substitute for earth borrow material, request written approval from the Engineer at least ninety (90) days in advance of the intent to use MQFs and include the following details:

(A) Description, purpose and location of project.
(B) Estimated start and completion dates of project.
(C) Estimated volume of MQFs to be used on project with specific locations and construction details of the placement.
(D) The names, address, and contact information for the generator of the MQFs.
(E) Physical location of the site at which the MQFs were generated.

The Engineer will forward this information to the State Materials Engineer for review and material approval.

Construction Methods

Place MQFs in the core of the embankment section with at least 4 feet of earth cover to the outside limits of the embankments or subgrade.

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

In embankments where MQFs are incorporated, geotextile for subgrade stabilization shall be used. Refer to Article 505-2 of the *Standard Specifications* for geotextile type and Article 505-3 of the *Standard Specifications* for the geotextile construction methods.

Measurement and Payment

Borrow Excavation will be measured by truck volume and paid in cubic yards in accordance with Article 230-5 of the *Standard Specifications*. As an alternate weigh tickets can be provided and payment made by converting weight to cubic yards based on the verifiable unit weight. Where the pay item for *Borrow Excavation* 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 *Grading*.

Geotextile for Subgrade Stabilization will be measured and paid in accordance with Article 505-4 of the *Standard Specifications*. When the pay item for *Geotextile for Subgrade Stabilization* is not included in the original contract then no payment will be made for this item and will be considered incidental to the use of MQFs in embankment.

ASPHALT CONCRETE PLANT MIX PAVEMENTS:

(2-20-18) (Rev.1-15-19) 610, 1012 SP6 R65

Revise the *2024 Standard Specifications* as follows:

Page 6-14, Table 609-3, LIMITS OF PRECISION FOR TEST RESULTS, replace with the following:

TABLE 609-3
LIMITS OF PRECISION FOR TEST RESULTS

Mix Property	Limits of Precision
25.0 mm sieve (Base Mix)	± 10.0%
19.0 mm sieve (Base Mix)	± 10.0%
12.5 mm sieve (Intermediate & Type P-57)	± 6.0%
9.5 mm sieve (Surface Mix)	± 5.0%
4.75 mm sieve (Surface Mix)	± 5.0%
2.36 mm sieve (All Mixes, except S4.75A)	± 5.0%
1.18 mm sieve (S4.75A)	± 5.0%
0.075 mm sieve (All Mixes)	± 2.0%
Asphalt Binder Content	± 0.5%
Maximum Specific Gravity (G_{mm})	± 0.020
Bulk Specific Gravity (G_{mb})	± 0.030

TSR	± 15.0%
QA retest of prepared QC Gyratory Compacted Volumetric Specimens	± 0.015
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Density Gauge Comparison of QC Test	± 2.0% (% Compaction)
QA Density Gauge Verification Test	± 2.0% (% Compaction)

Revise the *2024 Standard Specifications* as follows:

Page 6-17, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT, replace with the following:

TABLE 610-1
MIXING TEMPERATURE AT THE ASPHALT PLANT

Binder Grade	JMF Temperature
PG 58-28; PG 64-22	250 - 290°F
PG 76-22	300 - 325°F

Page 6-17, Subarticle 610-3(C), Job Mix Formula (JMF), lines 38-39, delete the fourth paragraph.

Page 6-18, Subarticle 610-3(C), Job Mix Formula (JMF), line 12, replace "SF9.5A" with "S9.5B".

Page 6-18, Table 610-3, MIX DESIGN CRITERIA, replace with the following:

TABLE 610-3
MIX DESIGN CRITERIA

Mix Type	Design ESALs millions [A]	Binder PG Grade [B]	Compaction Levels Gmm @ Nini	Compaction Levels Gmm @ Ndes	Max. Rut Depth (mm)	Volumetric Properties VMA % Min.	VTM %	VFA Min.-Max.	%Gmm @ Nini
S4.75A	< 1	64 - 22	6	50	11.5	16.0	4.0 - 6.0	65 - 80	≤ 91.5
S9.5B	0 - 3	64 - 22	6	50	9.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S9.5C	3 - 30	64 - 22	7	65	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S9.5D	> 30	76 - 22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
I19.0C	ALL	64 - 22	7	65	-	13.5	3.0 - 5.0	65 - 78	≤ 90.5
B25.0C	ALL	64 - 22	7	65	-	12.5	3.0 - 5.0	65 - 78	≤ 90.5
	Design Parameter					**Design Criteria**			
All Mix Types	Dust to Binder Ratio ($P_{0.075}$ / P_{be})					0.6 - 1.4 [C]			
	Tensile Strength Ratio (TSR) [D]					85% Min. [E]			

A. Based on 20 year design traffic.

B. Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.

C. Dust to Binder Ratio ($P_{0.075}$ / P_{be}) for Type S4.75A is 1.0 - 2.0.

D. NCDOT-T-283 (No Freeze-Thaw cycle required).

E. TSR for Type S4.75A & B25.0C mixes is 80% minimum.

Page 6-19, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%), replace with the following:

TABLE 610-5
BINDER GRADE REQUIREMENTS (BASED ON RBR%)

Mix Type	%RBR ≤ 20%	21% ≤ %RBR ≤ 30%	%RBR > 30%
S4.75A, S9.5B, S9.5C, I19.0C, B25.0C	PG 64-22	PG 64-22[A]	PG 58-28
S9.5D, OGFC	PG 76-22[B]	n/a	n/a

A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.
B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT, replace with the following:

TABLE 610-6
PLACEMENT TEMPERATURES FOR ASPHALT

Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0C	35°F
I19.0C	35°F
S4.75A, S9.5B, S9.5C	40°F [A]
S9.5D	50°F

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

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 34-35, delete the second sentence and replace with the following:

Use an MTV for all surface mix regardless of binder grade on Interstate, US Routes, and NC Routes (primary routes) that have 4 or more lanes and median divided.

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 36-38, delete the fourth sentence and replace with the following:
Use MTV for all ramps, loops, Y-line that have 4 or more lanes and are median divided, full width acceleration lanes, full width deceleration lanes, and full width turn lanes that are greater than 1000 feet in length.

Page 6-23, Table 610-7, DENSITY REQUIREMENTS, replace with the following:

TABLE 610-7 DENSITY REQUIREMENTS	
Mix Type	**Minimum % G_{mm} (Maximum Specific Gravity)**
S4.75A	85.0 [A]
S9.5B	90.0
S9.5C, S9.5D, I19.0C, B25.0C	92.0

A. Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100 lbs/sy or higher.

Page 6-24, Article 610-13, FINAL SURFACE TESTING, lines 35-36, delete the second sentence and replace with the following:

Final surface testing is not required on ramps, loops and turn lanes.

Page 6-26, Sub article 610-13(A)(1), Acceptance for New Construction, lines 29-30, delete the second sentence and replace with the following:

Areas excluded from testing by the profiler may be tested using a 10-foot straightedge in accordance with Article 610-12.

Page 6-27, Sub article 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 41-46, delete the eighth and ninth sentence of this paragraph and replace with the following:

Take profiles over the entire length of the final surface travel lane pavement exclusive of structures, approach slabs, paved shoulders, tapers, or other irregular shaped areas of pavement, unless otherwise approved by the Engineer. Test in accordance with this provision all mainline travel lanes, full width acceleration or deceleration lanes and collector lanes.

Page 6-28, Sub article 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 1-2, delete these two lines.

Page 6-32, Article 610-16 MEASUREMENT AND PAYMENT, replace with the following:

Pay Item	**Pay Unit**
Asphalt Concrete Base Course, Type B25.0C	Ton
Asphalt Concrete Intermediate Course, Type I19.0C	Ton
Asphalt Concrete Surface Course, Type S4.75A	Ton
Asphalt Concrete Surface Course, Type S9.5B	Ton
Asphalt Concrete Surface Course, Type S9.5C	Ton
Asphalt Concrete Surface Course, Type S9.5D	Ton

Page 10-30, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES, replace with the following:

TABLE 612-1 AGGREGATE CONSENSUS PROPERTIES[A]				
Mix Type	**Coarse Aggregate Angularity[B] % Minimum**	**Fine Aggregate Angularity % Minimum**	**Sand Equivalent % Minimum**	**Flat and Elongated 5 : 1 Ratio % Maximum**
Test Method	*ASTM D5821*	*AASHTO T 304*	*AASHTO T 176*	*ASTM D4791*
S4.75A; S9.5B	75 / -	40	40	-
S9.5C; I19.0C; B25.0C	95 / 90	45	45	10
S9.5D	100 / 100	45	50	10
OGFC	100 / 100	45	45	10
UBWC	100 / 85	45	45	10

A. Requirements apply to the design aggregate blend.
B. 95 / 90 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

SUPPLEMENTAL SURVEYING:
(4-20-21) 801 SP8 R03

Revise the *2024 Standard Specifications* as follows:

Page 8-7, Article 801-3 MEASUREMENT AND PAYMENT, lines 10-11, replace with the following:

Supplemental Surveying Office Calculations will be paid at the stated price of $85.00 per hour. *Supplemental Field Surveying* will be paid at the stated price of $145.00 per hour. The

STREET SIGNS AND MARKERS AND ROUTE MARKERS:
(7-1-95) SP9R01

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

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

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

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

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

DRIVEWAYS AND PRIVATE PROPERTY:

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor, which ties into a NCDOT system road being paved by the Contractor, must be paved either prior to the road paving project or after its completion.

Driveways shall be removed to a sufficient distance to provide for a smooth tie-in to future edge of pavement as directed by the Engineer. Driveways shall be sawcut. This work will be included in lump sum of grading.

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

(11-21-00)(Rev. 1-16-24) 848 SP10 R02

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

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

PEDESTRIAN CROSSING SIGNS:

Description

The contractor shall furnish and install new pedestrian crossing signs and supports in accordance with all applicable NCDOT and MUTCD standards. Signs shall be erected at locations as shown on the plans and only after pedestrian crossing curb ramps have been installed and accepted. Signs are to be bagged after installation. Bags will be removed by others after the NCDOT has completed resurfacing. Payment will be made at the unit price bid for Generic Signing Item based on the actual number of signs installed.

REMOVAL, TEMPORARY SUPPORT, AND REPLACE MAILBOX:

Description

The contractor shall remove, temporarily support, and replace mailboxes along the project route as required for construction. Mailboxes removed shall be temporarily supported in a manner and

location that will provide safe access to residents and mail delivery personnel. Temporary mailboxes may be provided in lieu of reuse of the existing mailbox during construction. If temporary mailboxes are provided, the original mailbox shall be stored in a secure location until reinstalled. At completion of construction in the vicinity of the final mailbox location the mailbox shall be permanently reinstalled. Mailboxes shall be located such that they do not obstruct the pedestrian way. Posts damaged during removal shall be replaced to match the existing, but at a minimum with 4"x4" pressure treated mailbox support assemblies, whichever is superior. Payment shall be made at the unit price bid for Generic Miscellaneous Item, Removal, Temporary Support, and Replace Mailbox based on the actual number of mailboxes removed and reinstalled.

RELOCATE EXISTING MAILBOX

Description
Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary to relocate mailbox at the location shown in the plans, in accordance with the detail in the plans and as directed by the Engineer.

Measurement and Payment
Relocate Existing Mailbox will be measured and paid in Each

Payment will be made under:

Pay Item	**Pay Unit**
Relocate Existing Mailbox	Each

CONCRETE PAD FOR BUS STOP (5" thick)

Description
Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary for construction of the concrete pad for bus stop at the location shown in the plans, in accordance with the detail in the plans and as directed by the Engineer.

Measurement and Payment
Concrete Pad for Bus Stop, (5" thick) will be measured and paid in square yards.

Payment will be made under:

Pay Item	**Pay Unit**
Concrete Pad for Bus Stop, (5" thick)	Square Yard

HANDRAIL

Description

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary to install steel pipe handrail at the location shown in the plans, in accordance with the detail in the plans and as directed by the Engineer.

Measurement and Payment
Steel Pipe Handrail will be measured and paid for as the actual number of linear feet of steel pipe handrail measured along the top of the handrail to the nearest 0.1 of a foot. Such price and payment shall be in full compensation for fabricating, furnishing, installing, painting and all incidentals necessary to satisfactorily install the handrail.

Payment will be made under:

Pay Item	**Pay Unit**
Steel Pipe Handrail	Linear Foot

STAGING AREAS - The contractor shall be required to secure staging areas for storing materials, equipment, etc. All costs including, but not limited to, rent, restoration, site maintenance, erosion control measures and permit fees, if any, shall be at the responsibility of the Contractor. The Contractor will submit a Staging Area Operation Plan for each site consisting at a minimum of the following for review and comment

1. The layout of each staging area clearly identifying use areas and sufficient in detail and scale to indicate the proximity of activity to adjacent residences and businesses;

2. Transportation plan including routes for both ingress and egress;

3. Dust control measures both on site and along transportation routes necessary to minimize the transmission of material onto streets used for ingress and egress: and,

4. Hours of operation and noise mitigation measures.

In an effort to minimize the inconvenience, if any, of a staging area to the neighborhood, the Owner shall have the right to reject the proposed location of any staging area where the proximity shall be near any prior or current annexation project related staging area and determines that the continued usage of the area will negatively impact the previously impacted neighborhood. The Contractor is responsible for complying with all applicable local, state, and federal regulations related to the operation of staging areas. All staging areas will be subject to inspection by the Owner, or agent thereof, for compliance with this section without prior notice. Any deficiencies will be documented by Owner and written notice will be given to Contractor in accordance with the contract conditions. Contractor must rectify deficiencies in a reasonable time frame. Failure to do so will result in breach of contract.

PROJECT SPECIAL PROVISIONS

TRAFFIC CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. The work covered by this section consists of furnishing, erecting, maintaining, relocating and removing traffic control devices for maintenance of traffic during construction operations.

1.02 REFERENCES

A. All work performed is to be in accordance with:
1. The North Carolina Department of Transportation Standards and Specifications for Road and Structures, current edition and any revisions.
2. The North Carolina Department of Transportation Highway Design Branch Roadway Standard Drawings, January 2024 edition and revisions or current edition and any revisions.
3. The Manual on Uniform Traffic Control Devices (MUTCD).
4. The North Carolina Supplement to the MUTCD.
5. Any project plans or sketches.
6. Any project special provisions.

1.03 SUBMITTAL

A. If the traffic control plan is not included as a part of the project plans, the individual project traffic control plan must be submitted to the City Traffic Engineer within two weeks of being declared the lowest responsible bidder. The City Traffic Engineer will approve or revise and approve the traffic control plan within 5 working days of submittal.

PART 2 PRODUCTS

2.01 MATERIALS

A. The Contractor shall use interim pavement marking paint as described in the most recent edition of The North Carolina Department of Transportation Standard Specifications for Roads and Structures.

B. Traffic cones may be used when approved by the City Traffic Engineer. When cones are used, they shall be either double stacked or have special heavy bottoms such that they will not be blown over by traffic.

C. All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise required by the Special Provisions.

PART 3 EXECUTION

3.01 PREPARATION

A. Street Closure

1. Intended street closures must be requested, in writing to the City of Fayetteville Traffic Engineer, a minimum of five (5) working days prior to the desired closure date. The request shall state the street name, the from and to locations, and the length of closure time of the individual street to be closed.
2. The request must also be accompanied by a traffic control plan, showing the detour information of through traffic. This plan must be in accordance with the current edition of the MUTCD.
3. After approval, in writing, the Contractor bears full responsibility for the closure to include installation, maintenance and removal of all traffic control devices, as well as all implied liability.

B. No work shall start until all the traffic control devices required for the particular work activity have been installed, inspected, and approved by the Traffic Engineer or his representative.

3.02 TEMPORARY ROAD CLOSURE

A. Conditions represented are for work that requires closings during daytime hours only.

B. This application is intended for a planned temporary closing not to exceed 15-20 minutes.

C. The flaggers shall stop the first vehicle from the position shown, then move to the centerline to stop approaching traffic.

D. A portable message sign may be used in addition to the initial warning sign.

E. NOTE: The spacing between signs has a recommended standard of 200' but can be modified by the City Inspector according to the location of the work space.

3.03 LANE CLOSURE ON MINOR STREET

A. The traffic control procedure shown is appropriate only for low volume, low speed facilities, such as local residential streets.

B. Traffic can regulate itself when volumes are low and the length of the work space is short, thus enabling drivers to readily see the roadway beyond.

C. Flashing warning lights and/or flags may be used to call attention to the advance warning signs.

D. NOTE: The spacing between signs has a recommended standard of 200' but can be modified by the City Inspector according to the location of the work space.

3.04 SIDEWALK CLOSURES

A. Additional advance warning may be necessary.

B. Only the traffic control devices controlling pedestrian flows are shown. Other devices may be needed to control traffic on the streets. Use lane closure signing as required.

3.05 INSTALLATION

A. The furnishing, erecting, maintaining, relocating and removing of traffic control devices will be in accordance with the current edition of *The Manual on Uniform Traffic Control Devices* for streets and highways.

B. All traffic control devices must be in place before beginning work each day, removed during intervals when work is not ongoing and removed at the end of the workday.

C. The Contractor shall not obstruct or impede any of the traffic on adjacent streets while installing traffic control or doing construction work.

D. The Contractor shall not close a lane to through traffic at night and during periods of construction inactivity, unless otherwise approved by the Engineer.

E. The Engineer may restrict the Contractor from placing lane closures during certain hours, holidays, or special events because traffic may be unusually heavy. All lane closure types, hours of installation and lengths, will be controlled by and required to be approved by the Engineer.

F. When working within the travelway, the Contractor shall use a standard lane closure or a moving operation caravan utilizing a shadow vehicle and truck mounted impact attenuator, as approved by the City Traffic Engineer. A moving operation caravan shall only be used if the marker operation maintains a minimum speed of 3 MPH at all times with no stops that would narrow or close a lane of travel.

G. The use of police and/or trained flaggers to control traffic through the work site will be provided by the Contractor as required. The Contractor will be responsible for obtaining trained personnel to direct traffic and contacting local authorities for use of police for traffic control where applicable.

H. Time limitation for placement and replacement on pavement markings and markers completed by contractors on newly resurfaced areas:

1. Marking By Contractor

a. Divided and Multi-Lane Facilities

1) For all Interstate highways and access ramps, place all markings including symbols and legends, by the end of each workday's operation.

2) For all divided and multi-lane facilities, place all center line and lane line markings and railroad and school symbols and stop bars by the end of each workday's operation. Place all edge lines, gore lines, and other symbols within 3 calendar days after they have been obliterated by the resurfacing operation.

3) A Multi-lane facility is defined as any roadway having more than two lanes to include a two-lane, two-way with two-way center left turn lane.

b. Two-Lane, Two-Way Facilities

1) For all two-lane, two-way facilities, place all centerline markings, railroad and school symbols within 5 calendar days after they have been obliterated by the resurfacing operation. Place all edge lines and other symbols within 15 calendar days after they have been obliterated by resurfacing operations.

c. All Facilities

1) Place two applications of paint on newly resurfaced asphalt which will remain in place over three (3) months. Place the second application of paint upon ample drying time of the first, as determined by the Engineer.

2) Install permanent markers within sixty (60) calendar days after completing the resurfacing on each map.

I. Basis of Payment: Traffic Control shall be billed and compensated as a lump sum item based on the following percentage schedule:

50%	First Payment
25%	Completion of 50% of project
15%	Completion of 75% of project
0%	Final Payment

Payment will be made under:

Pay Item	**Pay Unit**
Traffic Control	Lump Sum

PROJECT SPECIAL PROVISIONS

UTILITY

UTILITY CONFLICTS:

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

Utility relocation may not be complete prior to the start of construction; therefore, the contractor will have to coordinate with the utility companies during the relocation.

UTILITIES BY OTHERS:

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

DELAY IN RIGHT OF ENTRY:

(7-1-95) (Rev. 7-15-14) 108 SP1 G22

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

Parcel No.	Property Owner	Date
041835941 9000	Skibo Medical Office Properties, LLC	4/01/2027

See Plan Notes for Utility Contacts

PROJECT SPECIAL PROVISIONS

EROSION CONTROL

EROSION AND STORMWATER CONTROL FOR SHOULDER CONSTRUCTION AND RECONSTRUCTION:

(11-16-10) (Rev. 1-21-20) 105-16, 225-2, Division 16 SP16 R03R

Land disturbing operations associated with shoulder construction/reconstruction may require erosion and sediment control/stormwater measure installation. National Pollutant Discharge Elimination System (NPDES) inspection and reporting may be required.

Erosion control measures shall be installed per the erosion control detail in any area where the vegetated buffer between the disturbed area and surface waters (streams, wetlands, or open waters) or drainage inlet is less than 10 feet. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. Erosion control measures shall be spot checked every 7 days until permanent vegetative establishment.

In areas where shoulder construction/reconstruction includes disturbance or grading on the front slope or to the toe of fill, relocating ditch line or backslope, or removing vegetation from the ditch line or swale, NPDES inspection and monitoring are required every 7 days or within 24 hours of a rainfall event of greater than 1.0 inch. Maintain daily rainfall records. Install erosion control measures per detail.

In areas where the vegetated buffer is less than 10 feet between the disturbed area and waters of the State classified as High Quality Water (HQW), Outstanding Resource Water (ORW), Critical Areas, or Unique Wetlands, NPDES inspection and monitoring are required every 7 days or within 24 hours of a rainfall event of greater than 1.0 inch. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. The plans or provisions will indicate the presence of these water classifications. Maintain daily rainfall records. Install erosion control measures per detail.

Land disturbances hardened with aggregate materials receiving sheet flow are considered non-erodible.

Sites that require lengthy sections of silt fence may substitute with rapid permanent seeding and mulching as directed by the Engineer.

NPDES documentation shall be performed by a Level II Erosion and Sediment Control/Stormwater certificate holder.

Materials used for erosion control will be measured and paid as stated in the contract.

SEEDING AND MULCHING **(East)**

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

All Roadway Areas

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

Waste and Borrow Locations

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

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

Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Scorpion
2nd Millennium	Essential	Kalahari	Serengeti
3rd Millennium	Evergreen 2	Kentucky 31*	Shelby
Apache III	Falcon IV	Kitty Hawk 2000	Sheridan
Avenger	Falcon NG	Legitimate	Signia
Barlexas	Falcon V	Lexington	Silver Hawk
Barlexas II	Faith	LSD	Sliverstar
Bar Fa	Fat Cat	Magellan	Shenandoah Elite
Barrera	Festnova	Matador	Sidewinder

Barrington	Fidelity	Millennium SRP	Skyline
Barrobusto	Finelawn Elite	Monet	Solara
Barvado	Finelawn Xpress	Mustang 4	Southern Choice II
Biltmore	Finesse II	Ninja 2	Speedway
Bingo	Firebird	Ol' Glory	Spyder LS
Bizem	Firecracker LS	Olympic Gold	Sunset Gold
Blackwatch	Firenza	Padre	Taccoa
Blade Runner II	Five Point	Patagonia	Tanzania
Bonsai	Focus	Pedigree	Trio
Braveheart	Forte	Picasso	Tahoe II
Bravo	Garrison	Piedmont	Talladega
Bullseye	Gazelle II	Plantation	Tarheel
Cannavaro	Gold Medallion	Proseeds 5301	Terrano
Catalyst	Grande 3	Prospect	Titan ltd
Cayenne	Greenbrooks	Pure Gold	Titanium LS
Cessane Rz	Greenkeeper	Quest	Tracer
Chipper	Gremlin	Raptor II	Traverse SRP
Cochise IV	Greystone	Rebel Exeda	Tulsa Time
Constitution	Guardian 21	Rebel Sentry	Turbo
Corgi	Guardian 41	Rebel IV	Turbo RZ
Corona	Hemi	Regiment II	Tuxedo RZ
Coyote	Honky Tonk	Regenerate	Ultimate
Darlington	Hot Rod	Rendition	Venture
Davinci	Hunter	Rhambler 2 SRP	Umbrella
Desire	Inferno	Rembrandt	Van Gogh
Dominion	Innovator	Reunion	Watchdog
Dynamic	Integrity	Riverside	Wolfpack II
Dynasty	Jaguar 3	RNP	Xtremegreen
Endeavor	Jamboree	Rocket	

***Note: Kentucky 31 will no longer be an approved NCDOT Tall Fescue Cultivar after December 31, 2015.**

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

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

Measurement and Payment

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.
Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

SUPPLEMENTAL SEEDING:

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

MOWING:

The minimum mowing height on this project shall be 4 inches.

RESPONSE FOR EROSION CONTROL:

Description

Furnish the labor, materials, tools and equipment necessary to move personnel, equipment, and supplies to the project necessary for the pursuit of any or all of the following work as shown herein, by an approved subcontractor.

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN

1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

Measurement and Payment

Response for Erosion Control will be measured and paid for by counting the actual number of times the subcontractor moves onto the project, including borrow and waste sites, and satisfactorily completes an erosion control action described in Form 1675. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

Pay Item	Pay Unit
Response for Erosion Control	Each

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

STOCKPILE AREAS:

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material stockpile areas as directed.

ACCESS AND HAUL ROADS:

At the end of each working day, the Contractor shall install or re-establish temporary diversions or earth berms across access/haul roads to direct runoff into sediment devices. Silt fence sections

that are temporarily removed shall be reinstalled across access/haul roads at the end of each working day.

WASTE AND BORROW SOURCES:

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

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

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at: http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf

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.

LAWN TYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed by the Field Operations Engineer to give a lawn type appearance. Remove all trash, debris, and stones ¾" 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. Work shall be in accordance with Section 1660 of the Standard Specifications

COIR FIBER WATTLE BARRIER:

(5-20-13) 1630

Description

Coir fiber wattle barriers are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber or synthetic netting and used at the toe of fills or on slopes to intercept runoff. Coir fiber wattle barriers are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation, maintenance and removing coir fiber wattle barriers.

Materials

Coir fiber wattle shall meet the following specifications:

Inner Material	100% Coir (Coconut) Fibers
Minimum Diameter	18"

Minimum Length	10 ft.
Minimum Density	5 lb./c.f. ± 10%
Net Material	Coir (Coconut) or Synthetic
Net Openings	2" x 2"
Net Strength	90 lb.
Minimum Weight	10 lb./ft. ± 10%

Stakes shall be used as anchors. Provide hardwood stakes a minimum of 2-ft long with a 2" x 2" nominal square cross section. One end of the stake shall be sharpened or beveled to facilitate driving down into the underlying soil.
Provide staples made of 0.125" diameter new steel wire formed into a U-shape not less than 12" in length with a throat of 1" in width.

Construction Methods

Align coir fiber wattle barriers in an overlapping and alternating pattern. Excavate a trench the entire length of each wattle with a depth of 2" to 3" for the wattle to be placed. Secure coir fiber wattle barriers to the soil by wire staples approximately every linear foot and at the end of each wattle. Install at least 4 stakes on the downslope side of the wattle with a maximum spacing of 2 linear feet and according to the detail. Install at least 2 stakes on the upslope side of the coir fiber wattle barriers according to the detail provided in the plans. Drive stakes into the ground at least 10" with no more than 2" projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

For coir fiber wattle barriers used to reduce runoff velocity for large slopes, use a maximum spacing of 25 ft. for the barrier measured along the slope.

Maintain the coir fiber wattle barriers until the project is accepted or until the coir fiber wattle barriers are removed, and remove and dispose of silt accumulations at the coir fiber wattle barriers when so directed in accordance with Section 1630 of the *2024 Standard Specifications*.

Measurement and Payment

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.
Payment will be made under:

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

CONCRETE WASHOUT STRUCTURE:
(12-10-20)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

Materials

Item	Section
Temporary Silt Fence	1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil think geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words “Concrete Washout” in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment
Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details or commercially available devices are approved, then those devices will also be paid for per each approved and installed device.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

Safety Fence shall be measured and paid for as provided elsewhere in this contract.

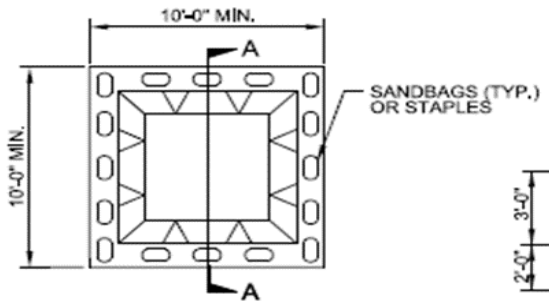
No measurement will be made for other items or for over excavation or stockpiling.

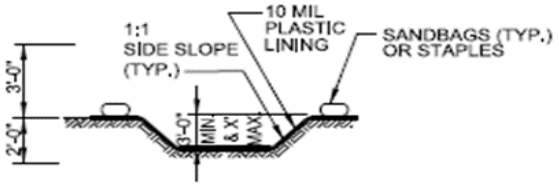
Payment will be made under:

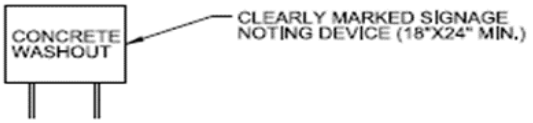
Pay Item	**Pay Unit**
Concrete Washout Structure	Each

WITH LINER, NO GRAVEL APPROACH

ONSITE CONCRETE WASHOUT STRUCTURE WITH LINER







SECTION A-A

PLAN

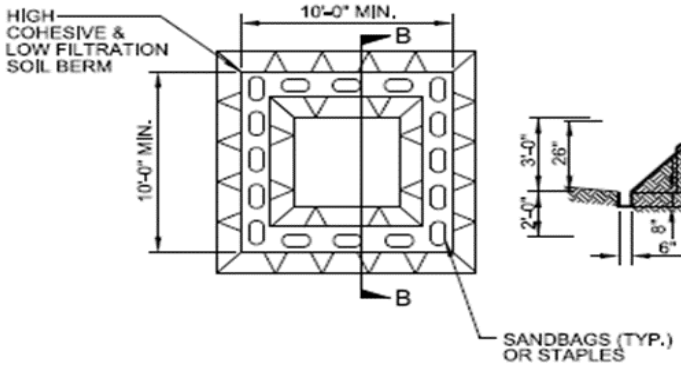
NOTES:
1. ACTUAL LOCATION DETERMINED IN FIELD

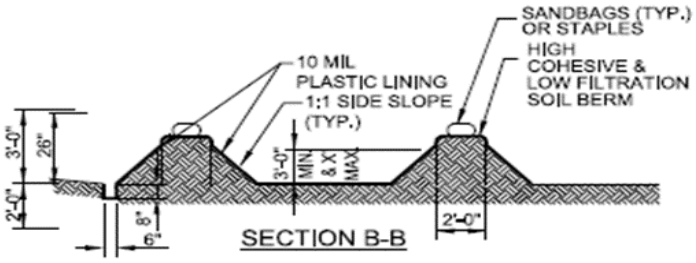
2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY.

3.CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARY MARKED WITH SIGNAGE NOTING DEVICE.

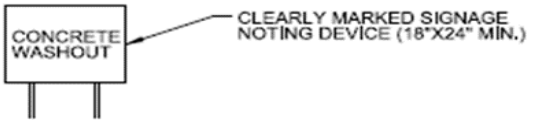
BELOW GRADE WASHOUT STRUCTURE

NOT TO SCALE





SECTION B-B



PLAN

NOTES:
1. ACTUAL LOCATION DETERMINED IN FIELD

2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM 12 INCHES OF FREEBOARD.

3.CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARY MARKED WITH SIGNAGE NOTING DEVICE.

ABOVE GRADE WASHOUT STRUCTURE

NOT TO SCALE

		PRELIMINARY DESIGN NOT FOR CONSTRUCTION

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE Subcontractor_____
Address_____
City_____State_____Zip_____

Please check all that apply:
Minority Business Enterprise (MBE) ____
Women Business Enterprise (WBE) _____
Disadvantaged Business Enterprise (DBE) ____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet:

Amount **$** _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor	**Name of Bidder**
Signature / Title	**Signature / Title**
Date	**Date**

SECTION B - CONTRACT AWARD DOCUMENTS

LISTING OF DBE SUBCONTRACTORS			Sheet _____ of _____	
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

***** The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.
** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:
If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed upon Amount from Letter of Intent.

LISTING OF DBE SUBCONTRACTORS			Sheet _____ of _____	
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

***** The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

**** Dollar Volume of DBE Subcontractor $_____**

Percentage of Total Contract Bid Price _____%

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:
If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed upon Amount from Letter of Intent.

EXECUTION OF BID

STATE OF NORTH CAROLINA
City of Fayetteville, NC

BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ 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 **City of Fayetteville** 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, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the **City of Fayetteville** 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 for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the **City of Fayetteville**. In the event a determination is made to award the contract, the Principal shall have ten (10) 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, 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 **City of Fayetteville** 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 _____

_____
Surety

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

_____
Print or type Signer's Name

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

_____

Print or type Signer's name

Affix Corporate Seal

Attest _____

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

_____

Print or type Signer's name

BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____

Full name of Firm

_____

Address as prequalified

Signature of Member/ Manager/Authorized Agent _____

Individually

_____

Print or type Signer's name

BID BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
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

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

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

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 *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

_____ By _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or type Signer's name — Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

_____
Address as prequalified

_____ By _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or type Signer's name — Print or type Signer's name

If Corporation, affix Corporate Seal

and

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

_____
Address as prequalified

_____ By _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or type Signer's name — Print or type Signer's name

If Corporation, affix Corporate Seal

City of Fayetteville

CONTRACT PAYMENT BOND

Date of Payment Bond Execution _____

Name of Principal Contractor _____

Name of Surety: _____

Name of Contracting Body: _____

_____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

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

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

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

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

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

_____
Print or type Surety Company Name

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

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

_____

Print or type Signer's name

Affix Corporate Seal

Attest _____

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

_____

Print or type Signer's name

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

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
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

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

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

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 *NCDOT 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

_____ By _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or type Signer's name — Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

_____
Address as prequalified

_____ By _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or type Signer's name — Print or type Signer's name

If Corporation, affix Corporate Seal

and

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

_____
Address as prequalified

_____ By _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or type Signer's name — Print or type Signer's name

If Corporation, affix Corporate Seal

CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet

City of Fayetteville

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

_____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

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

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

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

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

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

_____
Print or type Surety Company Name

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

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

_____

Print or type Signer's name

Affix Corporate Seal

Attest _____

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

_____

Print or type Signer's name

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

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
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

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

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

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 *NCDOT 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

_____ By _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or type Signer's name — Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

_____
Address as prequalified

_____ By _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or type Signer's name — Print or type Signer's name

If Corporation, affix Corporate Seal

and

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

_____
Address as prequalified

_____ By _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or type Signer's name — Print or type Signer's name

If Corporation, affix Corporate Seal

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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 Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

_____

Full name of Corporation

_____

Address as Prequalified

Attest _____ By _____

Secretary/Assistant Secretary
(Select appropriate title)

President/Vice President/Assistant Vice President
(Select appropriate title)

_____ _____

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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 Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

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

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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 Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

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

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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 Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

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

BY

_____ _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or Type Signer's Name — Print or Type Signer's Name

If Corporation, affix Corporate Seal

AND

(3) _____
Name of Contractor

_____
Address as Prequalified

BY

_____ _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or Type Signer's Name — Print or Type Signer's Name

If Corporation, affix Corporate Seal

AND

(4) _____
Name of Contractor

_____
Address as Prequalified

BY

_____ _____
Signature of Witness or Attest — Signature of Contractor

_____ _____
Print or Type Signer's Name — Print or Type Signer's Name

If Corporation, affix Corporate Seal

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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 Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____

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

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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 Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____

Print or Type Name

_____

Address as Prequalified

_____

Signature of Prequalified Bidder, Individually

_____

Print or type Signer's Name

_____

Signature of Witness

_____

Print or type Signer's name

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, 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 Municipality project representative.

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 Municipal contracts, unless authorized by the Municipality.

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 Municipality, 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 Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

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

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

☐ Check here if an explanation is attached to this certification.

SECTION C - TECHNICAL SPECIFICATIONS

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2026 by, hereinafter called Contractor, and the City of Fayetteville, North Carolina, hereinafter called City.

WITNESSETH

THAT WHEREAS, a Contract for **Skibo Road Sidewalk Plan NCDOT Project EB-6030** has recently been awarded to Contractor by City at and for **$**_____, a sum equal to the aggregate cost of the work to be done and for labor, materials, equipment, apparatus, and supplies furnished at the prices and rates respectively named therefore in the Proposal attached herewith;

AND WHEREAS, it was provided in said Award that a formal contract would be executed by and between Contractor and City, evidencing the terms of said Award, and agreement on a date to be specified in a written order of City and would complete all work as outlined under SPECIAL PROVISIONS and STANDARD SPECIFICATIONS and would complete all work as required within the schedule as shown in the SPECIAL PROVISIONS.

NOW, THEREFORE, Contractor doth hereby covenant and agree with City that it will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and Provisions and in accordance with the Plans, at and for a sum equal to the aggregate cost of the work done and labor, materials, equipment, apparatus and supplies furnished at the prices and rates respectively named therefore in the proposal attached thereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said Award.

Contractor shall promptly make payments to all persons supplying materials in the prosecution of the work and to all laborers and others employed thereon.

Contractor shall be responsible for all damages to property of the **City of Fayetteville**, North Carolina, that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of Contractor, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. Contractor must restore all property so injured to a condition as good as it was when Contractor entered upon the work.

Contractor shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of Contractor, its agents, employees or workmen. Contractor shall also indemnify and save harmless the **City of Fayetteville**, North Carolina, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the **City of Fayetteville**, North Carolina, or the officers and agents

thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or of any other act or omission of Contractor, its agents, employees, servants or workmen.

It is agreed and understood that the Invitation for Bids, Proposal, Standard Specifications, Special Provisions, and the enumerated addenda and drawings are parts and parcels of this Contract to the same extent as if incorporated herein in full.

It is further mutually agreed that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover performance and payment of the work, Contractor shall, at its expense, within five days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to City. In such event, no further payment to Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to City.

It is further agreed that the Contractor will not discriminate against any employee or applicant because of race, color, creed, sex, or religion.

And City doth hereby covenant and agree with Contractor that it will pay to Contractor, when due payable under the terms of said Specifications and said Award, the above mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said Award.

It is also agreed that if the City shall determine that it is in the City's best interest, the City shall notify the Contractor to terminate the work within seven (7) days. The Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the construction site. No claim shall be made by the Contractor for any change order or termination, by reason of any variation between the approximate quantities and the quantity of work as done, or for lost profits.

Contractor shall furnish with each pay application on City provided forms, beginning not later than the second application for payment, an affidavit certifying the total cost of materials and North Carolina Sales Tax paid on such materials which are included in the application for payment.

Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders as the context may require.

IN WITNESS WHEREOF, said Contractor has hereunto set its hand and seal (or) has caused these presents to be signed in its corporate name by its corporate seal to be hereto affixed and attested by its Secretary and the City of Fayetteville, North Carolina, has caused these presents to be signed in its corporate name by its authorized representative and seal to be hereto affixed and duly attested by its City Clerk, by authority of the City Council duly given, all as of the day and year first above

written.

(Corporate Seal) **(CONTRACTOR)**

(SEAL)

BY: _____

ATTEST TITLE: _____

_____
Secretary

City of Fayetteville, NC

ATTEST:

By: _____

_____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
FINANCE OFFICER

This is to certify that I have examined the attached contract documents, that after such examination I am of the opinion that such documents conform to the laws of the State of North Carolina, that the execution of the contract and the contract bonds by_____are in due and proper form and that the foregoing agreements constitute valid and binding obligations on such parties.

_____
ASSISTANT CITY ATTORNEY
City of Fayetteville, North Carolina

Contract No.

County: Cumberland

ACCEPTED BY: City of Fayetteville

_____

City Representative

_____

DATE

Execution of Contract and Bonds Approved as to Form:

_____

City Attorney

_____

Date

ADDENDUM ACKNOWLEDGMENT

PROPOSAL ITEMS / BID FORM

CITY OF FAYETTEVILLE
EB-6030 SKIBO ROAD SIDEWALK
BID PROPOSAL PACKAGE

In compliance with your Invitation for Bids, the undersigned hereby proposes to furnish materials and perform the work for this project per the items listed herein in strict accordance with the Invitation for Bids, Standard Specifications, and Special Provisions contained in the contract documents for the consideration of prices quoted for the enclosed contract items.

THE CITY RESERVES THE RIGHT TO ELIMINATE OR ADD TO THIS CONTRACT.

ALL PRICES ARE TO INCLUDE NC SALES AND USE TAXES

This Bid Proposal Package is executed by:

Name_____ Title_____

Company Name _____

Address _____

Signature_____ Phone No. _____

Email_____

License #_____ Bid Total $_____

Base Bid Total (Written) _____

_____

The accompanying bid form(s) must be completed in blue or black ink or by typewriter. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ACKNOWLEDGEMENT OF ADDENDA

The bidder has received, acknowledged, and used the following addenda in completing the Bid. (Initial and Date as appropriate)

Addendum No. 1_____ Dated:_____
Addendum No. 2_____ Dated:_____
Addendum No. 3_____ Dated:_____

CITY OF FAYETTEVILLE
BID FORM

TIP No: **EB-6030** **Date: 09/30/2026**
WBS: **48751.3.1**
Federal Aid: **TADA-0401(303)**
County: **CUMBERLAND**
Description: **SKIBO ROAD SIDEWALK**

Item	STD Item	Section	Description	Est. Qty.	Unit	Unit Price	Total Cost
1	0000100000-N	800	Mobilization	1	LS	$	$
2	4589000000-N	SP	Traffic Control	1	LS	$	$
3			Erosion Control	2	AC	$	$
4			Comprehensive Grading	1	LS	$	$
5	0022000000-E	225	Removal of Ties and Ballast (Top 8”)	900	CY		
6	0008000000-E	200	Clearing Grubbing	0.5	CY		
7	0163000000-E	250	Removal of Existing Concrete Sidewalk	350	SY	$	$
8	0113000000-E	SP	Select Borrow	425	CY	$	$
9	0366000000-E	310	15” RC Pipe Culvert, Class III	15	LF	$	$
10	122000000-E	545	Incidental Stone Base	40	TN	$	$
11	0000930000-E	SP	Remove and Dispose of Existing Vertical 30” Concrete Curb and Gutter	40	LF	$	$
12	2549000000-E	846	Install Vertical Concrete Cub and Gutter	40	LF	$	$
13	2535000000-E	846	Install 8” X 18” Curb	10	LF	$	$
14	2600000000-E	848	Truncated Domes (SD 2.5)	12	EA	$	$
15	2605000000-N	848	ADA Parallel Curb Ramp	1	EA	$	$

16	2605000000-N	848	ADA Directional Curb Ramp	25	EA	$	$
17	2605000000-N	848	ADA Parallel Single Wing Wheelchair Ramp	1	EA	$	$
18	2605000000-N	848	ADA Directional Curb Ramp (Multi-Use Path)	17	EA	$	$
19	2605000000-N	848	ADA Parallel Single Wing Wheelchair Ramp (Multi-Use Path)	1	EA	$	$
20	2591000000-E	848	Concrete Sidewalk	6715	SY	$	$
21	2738000000-E	SP	Concrete Bus Shelter Pad	40	SY	$	$
22	6102000000-E	1664	SOD	1670	SY	$	$
23	2570000000-N	SP	Concrete Flume	2	EA	$	$
24	4102000000-N	904	Sign	4	EA	$	$
25	0000915000-N	SP	Adjust Traffic Signal Box	2	EA	$	$
26	0000-920000-E	SP	Removal of Ties and Ballast on Structure	160	CY	$	$
27	3575000000-E	SP	Ornamental Fence (for Structure) (See Detail 203)	558	LF	$	$
28	8156000000-E	SP	Concrete Waring Surface Concrete (for Structure)	3452	SF	$	$
29	8692000000-N	SP	Foam Joint Seals	1	LS	$	$
30		SP	Elastomeric Concrete for Preservation	19	CF	$	$
31	8839000000-E	454	Install Retaining Wall – 0’ to 2’	100	LF	$	$
32	8839000000-E	454	Install Retaining Wall – 0’ to 5’	175	LF	$	$
33	8839000000-E	SP	Handrail (SD-10)	240	LF	$	$
						Total	$

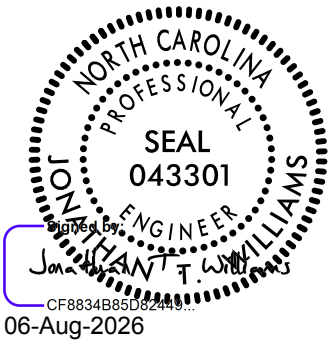
END OF PROPOSAL

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Project Special Provisions
Structure

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FALSEWORK AND FORMWORK (11-30-23)

GENERAL

Use this Special Provision as a guide to develop temporary works submittals required by the *Standard Specifications* or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork.

Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Access scaffolding is a temporary structure that functions as a work platform that supports construction personnel, materials, and tools, but is not intended to support the structure. Scaffolding systems that are used to temporarily support permanent structures (as opposed to functioning as work platforms) are considered to be falsework under the definitions given. Shoring is a component of falsework such as horizontal, vertical, or inclined support members. Where the term "temporary works" is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

Design and construct safe and adequate temporary works that will support all loads imposed and provide the necessary rigidity to achieve the lines and grades shown on the plans in the final structure.

MATERIALS

Select materials suitable for temporary works; however, select materials that also ensure the safety and quality required by the design assumptions. The Engineer has authority to reject material on the basis of its condition, inappropriate use, safety, or nonconformance with the plans. Clearly identify allowable loads or stresses for all materials or manufactured devices on the plans. Revise the plan and notify the Engineer if any change to materials or material strengths is required.

DESIGN REQUIREMENTS

(A) Working Drawings

Provide working drawings for items as specified in the contract, or as required by the Engineer, with design calculations and supporting data in sufficient detail to permit a structural and safety review of the proposed design of the temporary work.

On the drawings, show all information necessary to allow the design of any component to be checked independently as determined by the Engineer.

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints.

When required, have the drawings and calculations prepared under the guidance of, and sealed by, a North Carolina Registered Professional Engineer who is knowledgeable in temporary works design.

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If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screed Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab. For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 ½" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

For link slabs, the top of girders directly beneath the link slab shall be free of overhang falsework attachments or other hardware. Submit calculations and working drawings for overhang falsework in the link slab region.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

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Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than ¾".

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

Design falsework and formwork requiring submittals in accordance with the current edition of AASHTO *Guide Design Specifications for Bridge Temporary Works* except as noted herein.

(1) Wind Loads

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph. In addition, Table 2.2A is included to provide the maximum wind speeds by county in North Carolina.

Table 2.2 - Wind Pressure Values

Height Zone feet above ground	Pressure, lb/ft^2 for Indicated Wind Velocity, mph				
	70	80	90	100	110
0 to 30	15	20	25	30	35
30 to 50	20	25	30	35	40
50 to 100	25	30	35	40	45
over 100	30	35	40	45	50

(2) Time of Removal

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-16 of the *Standard Specifications* and these Special Provisions.

Do not remove forms until the concrete has sufficient strength to prevent surface damage.

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Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina

COUNTY	25 YR (mph)	COUNTY	25 YR (mph)	COUNTY	25 YR (mph)
Alamance	70	Franklin	70	Pamlico	100
Alexander	70	Gaston	70	Pasquotank	100
Alleghany	70	Gates	90	Pender	100
Anson	70	Graham	80	Perquimans	100
Ashe	70	Granville	70	Person	70
Avery	70	Greene	80	Pitt	90
Beaufort	100	Guilford	70	Polk	80
Bertie	90	Halifax	80	Randolph	70
Bladen	90	Harnett	70	Richmond	70
Brunswick	100	Haywood	80	Robeson	80
Buncombe	80	Henderson	80	Rockingham	70
Burke	70	Hertford	90	Rowan	70
Cabarrus	70	Hoke	70	Rutherford	70
Caldwell	70	Hyde	110	Sampson	90
Camden	100	Iredell	70	Scotland	70
Carteret	110	Jackson	80	Stanley	70
Caswell	70	Johnston	80	Stokes	70
Catawba	70	Jones	100	Surry	70
Cherokee	80	Lee	70	Swain	80
Chatham	70	Lenoir	90	Transylvania	80
Chowan	90	Lincoln	70	Tyrell	100
Clay	80	Macon	80	Union	70
Cleveland	70	Madison	80	Vance	70
Columbus	90	Martin	90	Wake	70
Craven	100	McDowell	70	Warren	70
Cumberland	80	Mecklenburg	70	Washington	100
Currituck	100	Mitchell	70	Watauga	70
Dare	110	Montgomery	70	Wayne	80
Davidson	70	Moore	70	Wilkes	70
Davie	70	Nash	80	Wilson	80
Duplin	90	New Hanover	100	Yadkin	70
Durham	70	Northampton	80	Yancey	70
Edgecombe	80	Onslow	100		
Forsyth	70	Orange	70		

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(B) Review and Approval

The Engineer is responsible for the review and approval of temporary works' drawings.

Submit the working drawings sufficiently in advance of proposed use to allow for their review, revision (if needed), and approval without delay to the work.

The time period for review of the working drawings does not begin until complete drawings and design calculations, when required, are received by the Engineer.

Do not start construction of any temporary work for which working drawings are required until the drawings have been approved. Such approval does not relieve the Contractor of the responsibility for the accuracy and adequacy of the working drawings.

CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the *Standard Specifications* apply.

Construct temporary works in conformance with the approved working drawings. Ensure that the quality of materials and workmanship employed is consistent with that assumed in the design of the temporary works. Do not weld falsework members to any portion of the permanent structure unless approved. Show any welding to the permanent structure on the approved construction drawings.

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch. For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

(A) Maintenance and Inspection

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

Perform an in-depth inspection of an applicable portion(s) of the temporary works, in the presence of the Engineer, not more than 24 hours prior to the beginning of each concrete placement. Inspect other temporary works at least once a month to ensure that they are functioning properly. Have a North Carolina Registered Professional Engineer inspect the cofferdams, shoring, sheathing, support of excavation structures, and support systems for load tests prior to loading.

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(B) Foundations

Determine the safe bearing capacity of the foundation material on which the supports for temporary works rest. If required by the Engineer, conduct load tests to verify proposed bearing capacity values that are marginal or in other high-risk situations.

The use of the foundation support values shown on the contract plans of the permanent structure is permitted if the foundations are on the same level and on the same soil as those of the permanent structure.

Allow for adequate site drainage or soil protection to prevent soil saturation and washout of the soil supporting the temporary works supports.

If piles are used, the estimation of capacities and later confirmation during construction using standard procedures based on the driving characteristics of the pile is permitted. If preferred, use load tests to confirm the estimated capacities; or, if required by the Engineer conduct load tests to verify bearing capacity values that are marginal or in other high risk situations.

The Engineer reviews and approves the proposed pile and soil bearing capacities.

REMOVAL

Unless otherwise permitted, remove and keep all temporary works upon completion of the work. Do not disturb or otherwise damage the finished work.

Remove temporary works in conformance with the contract documents. Remove them in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight.

MEASUREMENT AND PAYMENT

Unless otherwise specified, *Falsework and Formwork* will not be directly measured.

Payment at the contract unit prices for the various pay items requiring temporary works will be full compensation for the above falsework and formwork.

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SUBMITTAL OF WORKING DRAWINGS (1-31-25)

GENERAL

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this Special Provision. For this Special Provision, "submittals" refers to only those listed in this Special Provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Engineer. Either the Structures Management Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Engineer, Structures Management Unit contacts or the Geotechnical Engineering Unit contacts noted below.

To facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

ADDRESSES AND CONTACTS

For submittals to the Structures Management Unit, use the following addresses:

Via Email: SMU-wdr@ncdot.gov (do not cc SMU Working Drawings staff)

Via US mail:

Mr. D. N. Snoke, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

Attention: Mr. J. L. Bolden, P. E.

Via other delivery service:

Mr. D. N. Snoke, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

Attention: Mr. J. L. Bolden, P. E.

For submittals to the Geotechnical Engineering Unit, use the following addresses:

For projects in Divisions 1-7 (Eastern Regional Office):

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Via Email: EastGeotechnicalSubmittal@ncdot.gov

Via US mail:

Mr. Thomas Santee, P. E.
Assistant State Geotechnical
Engineer – Eastern Region
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
1570 Mail Service Center
Raleigh, NC 27699-1570

Via other delivery service:

Mr. Thomas Santee, P. E.
Assistant State Geotechnical
Engineer – Eastern Region
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
3301 Jones Sausage Road, Suite 100
Garner, NC 27529

For projects in Divisions 8-14 (Western Regional Office):

Via Email: WestGeotechnicalSubmittal@ncdot.gov

Via US mail or other delivery service:

Mr. Eric Williams, P. E.
Assistant State Geotechnical
Engineer – Western Region
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Western Regional Office
5253 Z Max Boulevard
Harrisburg, NC 28075

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit's website, via the "Drawing Submittal Status" link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit's website, via the "Geotechnical Construction Submittals" link.

Direct any questions concerning submittal review status, review comments or drawing markups to the following contacts:

Primary Structures Contact: James Bolden (919) 707 – 6408
jlbolden@ncdot.gov

Secondary Structures Contacts: Madonna Rorie (919) 707 – 6508
mlrorie@ncdot.gov

Eastern Regional Geotechnical Contact (Divisions 1-7):
Thomas Santee (984) 920-8901

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EastGeotechnicalSubmittal@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):
Eric Williams (980)258-6400
WestGeotechnicalSubmittal@ncdot.gov

SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit a copy of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit as specified in the tables below.

The first table below covers "Structure Submittals." The Engineer will receive review comments and drawing markups for these submittals from the Structures Management Unit. The second table in this section covers "Geotechnical Submittals." The Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structures Management Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

Submittal	Submittal Required by Structures Management Unit?	Submittal Required by Geotechnical Engineering Unit?	Contract Reference Requiring Submittal [1]
Arch Culvert Falsework	Y	N	Plan Note, SN Sheet & "Falsework and Formwork"
Box Culvert Falsework [7]	Y	N	Plan Note, SN Sheet & "Falsework and Formwork"
Cofferdams	Y	Y	Article 410-4
Foam Joint Seals [6]	Y	N	"Foam Joint Seals"
Expansion Joint Seals (hold down plate type with base angle)	Y	N	"Expansion Joint Seals"
Expansion Joint Seals (modular)	Y	N	"Modular Expansion Joint Seals"
Expansion Joint Seals (strip seals)	Y	N	"Strip Seal Expansion Joints"

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Falsework & Forms [2] (substructure)	Y	N	Article 420-3 & "Falsework and Formwork"
Falsework & Forms (superstructure)	Y	N	Article 420-3 & "Falsework and Formwork"
Girder Erection over Railroad	Y	N	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	Y	N	"Maintenance and Protection of Traffic Beneath Proposed Structure at Station ___"
Metal Bridge Railing	Y	N	Plan Note
Metal Stay-in-Place Forms	Y	N	Article 420-3
Metalwork for Elastomeric Bearings [4,5]	Y	N	Article 1072-8
Miscellaneous Metalwork [4,5]	Y	N	Article 1072-8
Disc Bearings [4]	Y	N	"Disc Bearings"
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	Y	N	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	Y	N	Article 420-20
Prestressed Concrete Box Beam (detensioning sequences) [3]	Y	N	Article 1078-11
Precast Concrete Box Culverts	Y	N	"Optional Precast Reinforced Concrete Box Culvert at Station ___"
Prestressed Concrete Cored Slab (detensioning sequences) [3]	Y	N	Article 1078-11
Prestressed Concrete Deck Panels	Y	N	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	Y	N	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	Y	N	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck	Y	N	Article 420-3

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panels)			
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	Y	N	"Modular Expansion Joint Seals"
Sound Barrier Wall (precast items)	Y	N	Article 1077-2 & "Sound Barrier Wall"
Sound Barrier Wall Steel Fabrication Plans [5]	Y	N	Article 1072-8 & "Sound Barrier Wall"
Structural Steel [4]	Y	N	Article 1072-8
Temporary Detour Structures	Y	Y	Article 400-3 & "Construction, Maintenance and Removal of Temporary Structure at Station ____"
TFE Expansion Bearings [4]	Y	N	Article 1072-8

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications.*
2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
4. The fabricator may submit these items directly to the Structures Management Unit.
5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
7. Submittals are necessary only when the top slab thickness is 18" or greater.

GEOTECHNICAL SUBMITTALS

	Submittals	Submittals	Contract Reference

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Submittal	Required by Geotechnical Engineering Unit	Required by Structures Management Unit	Requiring Submittal [1]
Drilled Pier Construction Plans [2]	Y	N	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports [2]	Y	N	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms [2,3]	Y	N	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports [2]	Y	N	Subarticle 450-3(F)(3)
Retaining Walls [4]	Y; drawings and calculations	Y; drawings	Applicable Provisions
Temporary Shoring [4]	Y; drawings and calculations	Y; drawings	"Temporary Shoring" & "Temporary Soil Nail Walls"

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications.*

2. Submit one hard copy of submittal to the Engineer. Submit a second copy of submittal electronically (PDF via email), US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.

3. The Pile Driving Equipment Data Form is available from:
   https://connect.ncdot.gov/projects/construction/ConstManRefDocs/PILE%20DRIVING%20EQUIPMENT%20DATA%20FORM.pdf
   See second page of form for submittal instructions.

4. Electronic copy of submittal is required. See referenced provision.

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CRANE SAFETY (12-5-25)

GENERAL

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration (OSHA) regulations.

Submit all items listed below to the Engineer prior to beginning crane operations. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

CRANE SAFETY SUBMITTAL LIST

(A) Competent Person: Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.

(B) Riggers: Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.

(C) Crane Inspections: Inspection records for all cranes shall be current and readily accessible for review upon request.

(D) Certifications: Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or the National Center for Construction Education and Research (NCCER). Other approved nationally accredited programs will be considered upon request. In addition, crane operators shall have a current CDL medical card. Submit a list of crane operator(s) and include current certification for each type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

MEASUREMENT AND PAYMENT

No direct payment will be made for providing information, certifications and documentation required for *Crane Safety*.

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GROUT FOR STRUCTURES (12-1-17)

GENERAL

This Special Provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This Special Provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, decks, end bent caps, or bent caps. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the *Standard Specifications* and this Special Provision.

MATERIAL REQUIREMENT

Unless otherwise noted on the plans, use a Type 3 Grout in accordance with Section 1003 of the *Standard Specifications.*

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Construction loading and traffic loading shall not be allowed until the 3-day compressive strength is achieved.

SAMPLING AND PLACEMENT

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease, and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

MEASUREMENT AND PAYMENT

No separate payment will be made for *Grout for Structures*. The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

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MAINTENANCE AND PROTECTION OF TRAFFIC BENEATH EXISTING STRUCTURE (SPECIAL)

1.0 GENERAL

Maintain traffic on All American Freeway as directed by the Engineer.

Provide a minimum temporary vertical clearance of 17.5’ at all times during construction.

Submit plans and calculations for review and approval for protecting traffic, as described herein, before beginning work at this location. Have the drawings and design calculations prepared, signed, and sealed by a North Carolina Registered Professional Engineer. The approval of the Engineer will not relieve the Contractor of the responsibility for the safety of the method or equipment.

2.0 PROTECTION OF TRAFFIC

Protect traffic from any operation that affords the opportunity for construction materials, equipment, tools, etc. to be dropped into the path of traffic beneath or over the edge of the existing structure. Based on Contractor means and methods determine and clearly define all dead and live loads for this system, which, shall be installed as directed by the Engineer over any travelway or shoulder area where traffic is maintained. Install the protective system before beginning any construction operations over traffic.

3.0 BRACING GIRDERS

Ensure the stability of the structure at all times during construction activities. Brace girders to resist temporary loads as necessary, especially those eccentric to the vertical axis of the member during all work on bridge.

4.0 BASIS OF PAYMENT

Payment at the contract unit prices for the various pay items will be full compensation for the above work.

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CONCRETE WEARING SURFACE (SPECIAL)

1.0 GENERAL

This Special Provision governs materials, forming, and all other related work in the construction of a reinforced concrete wearing surface in accordance with applicable parts of the NCDOT Standard Specifications, City of Fayetteville Technical Specifications where noted, the details shown on the plans, and as outlined in these Special Provisions.

2.0 MATERIALS

Unless otherwise noted on the plans, use class AA concrete and a coarse aggregate gradation of 78M. The Class AA concrete shall contain fly ash or ground granulated blast furnace slag at the substitution rate specified in Article 1024-1 and in accordance with Articles 1024-5 and 1024-6 of the Standard Specifications. Place the wearing surface according to the grades, thicknesses and cross sections shown on the plans.

3.0 PREPARATION OF SURFACE

Existing railroad ties, ballast, deck joint plates, drainage hardware, and Method A Waterproofing Strip shall be removed from bridge deck as identified in the plans. Care shall be taken as to not damage the existing bridge deck or plastic waterstop.

Prior to placement of the concrete wearing surface, repair any area of the existing bridge deck or parapets with Concrete Repairs or as otherwise directed by the Engineer.

Prepare all surfaces to be overlayed by shotblasting, sandblasting, or high pressure water blast, using the equipment specified herein and prior to placing the epoxy coated reinforcing steel. Additionally, clean the surface within 48 hours prior to placing the overlay unless otherwise approved.

Thoroughly soak the cleaned surface for at least 12 hours prior to placing the concrete wearing surface. While soaking the surface, cover it with a layer of white opaque polyethylene film that is at least 4 mils thick. Immediately prior to placing the concrete wearing surface, remove standing water from the surface.

4.0 EQUIPMENT

Prior to beginning any work, obtain approval for all equipment to be used for deck preparation, placing, finishing, and curing the concrete wearing surface.

For surface preparation, use shotblasting, sandblasting, or pressure washing equipment capable of removing all foreign matter. If using high pressure water blast, a minimum nozzle pressure of 3000 psi is required.

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5.0 PLACING AND FINISHING

Follow the placing and curing requirements of Article 420-14 (A) and (B) of the Standard Specifications. Membrane Curing Compound Method should be used. Utilize white curing compound per City of Fayetteville Technical Specifications Section 00455 Part 3 Article 3.02 (F). Finish the surface of the concrete according to Article 420-17 (D) of the Standard Specifications. Construction Joints other than those shown on the plans are not permitted.

6.0 LIMITATIONS OF OPERATIONS

The requirements of Article 420-20 of the Standard Specifications will apply to placing vehicles and construction equipment on the finished concrete wearing surface.
Use insulation that meets the requirements of Article 420-7(C) of the Standard Specifications, and if required, place it on the concrete wearing surface as soon as the initial set permits.

7.0 METHOD OF MEASUREMENT

The quantity of concrete wearing surface to be paid for is the actual number of square feet of concrete wearing surface as provided on the plans.

8.0 BASIS OF PAYMENT

The quantity for which payment is made will be that quantity shown in square feet on the plans. Where the plans have been revised, the quantity to be paid for will be the quantity shown on the revised plans.

The unit bid per square foot will be full compensation for all work covered by this Special Provision and applicable parts of the Standard Specifications, but not limited to removal of existing railroad items identified on the plans, cleaning and preparing the surface of the existing concrete bridge deck, furnishing and placing concrete, epoxy coated reinforcing steel, joint filler and sealer, deck drains, drain attachments, bridge scuppers, and any other material; erecting and removing all forms, curing concrete, protecting concrete in wind, rain, low humidity, high temperatures or other unfavorable weather.

Payment will be made under:

Concrete Wearing Surface ..... Square Foot

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FOAM JOINT SEALS (9-27-12)

1.0 SEALS

Use preformed seals compatible with concrete and resistant to abrasion, oxidation, oils, gasoline, salt and other materials that are spilled on or applied to the surface. Use a resilient, UV stable, preformed, impermeable, flexible, expansion joint seal. The joint seal shall consist of low-density, closed cell, cross-linked polyethylene non-extrudable, foam. The joint seal shall contain no EVA (Ethylene Vinyl Acetate). Cell generation shall be achieved by being physically blown using nitrogen. No chemical blowing agents shall be used in the cell generation process.

Use seals manufactured with grooves 1/8"± wide by 1/8"± deep and spaced between 1/4" and 1/2" apart along the bond surface running the length of the joint. Use seals with a depth that meets the manufacturer's recommendation, but is not less than 70% of the uncompressed width. Provide a seal designed so that, when compressed, the center portion of the top does not extend upward above the original height of the seal by more than 1/4". Provide a seal that has a working range of 30% tension and 60% compression and meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D3575-08, Suffix T	110 – 130 psi
Compression Set	ASTM D1056 Suffix B, 2 hr recovery	10% - 16%
Water Absorption	ASTM D3575	< 0.03 lb/ft^2
Elongation at Break	ASTM D3575	180% - 210%
Tear Strength	ASTM D624 (D3575-08, Suffix G)	14 – 20 pli
Density	ASTM D3575-08, Suffix W, Method A	1.8 – 2.2 lb/ft^3
Toxicity	ISO-10993.5	Pass (not cytotoxic)

Have the top of the joint seal clearly shop marked. Inspect the joint seals upon receipt to ensure that the marks are clearly visible before installation.

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2.0 BONDING ADHESIVE

Use a two component, 100% solid, modified epoxy adhesive supplied by the joint seal manufacturer that meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D638	3000 psi (min.)
Compressive strength	ASTM D695	7000 psi (min.)
Hardness	Shore D Scale	75-85 psi
Water Absorption	ASTM D570	0.25% by weight max.
Elongation to Break	ASTM D638	5% (max.)
Bond Strength	ASTM C882	2000 psi (min.)

Use an adhesive that is workable to 40°F. When installing in ambient air or surface temperatures below 40°F or for application on moist, difficult to dry concrete surfaces, use an adhesive specified by the manufacturer of the joint seal.

3.0 SAWING THE JOINT

The joint opening shall be initially formed to the width shown on the plans including the blockout for the elastomeric concrete.

The elastomeric concrete shall have sufficient time to cure such that no damage can occur to the elastomeric concrete prior to sawing to the final width and depth as specified in the plans.

When sawing the joint to receive the foam seal, always use a rigid guide to control the saw in the desired direction. To control the saw and to produce a straight line as indicated on the plans, anchor and positively connect a template or a track to the bridge deck. Do not saw the joint by visual means such as a chalk line. Fill the holes used for holding the template or track to the deck with an approved, flowable non-shrink, non-metallic grout.

Saw cut to the desired width and depth in one or two passes of the saw by placing and spacing two metal blades on the saw shaft to the desired width for the joint opening.

The desired depth is the depth of the seal plus 1/4” above the top of the seal plus approximately 1” below the bottom of the seal. An irregular bottom of sawed joint is permitted as indicated on the plans. Grind exposed corners on saw cut edges to a 1/4” chamfer.

Saw cut a straight joint, centered over the formed opening and to the desired width specified in the plans. Prevent any chipping or damage to the sawed edges of the joint.

Remove any staining or deposited material resulting from sawing with a wet blade to the satisfaction of the Engineer.

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4.0 PREPARATION OF SAWED JOINT FOR SEAL INSTALLATION

The elastomeric concrete shall cure a minimum of 24 hours prior to seal installation.

After sawing the joint, the Engineer will thoroughly inspect the sawed joint opening for spalls, popouts, cracks, etc. All necessary repairs will be made by the Contractor prior to blast cleaning and installing the seal.

Clean the joints by sandblasting with clean dry sand immediately before placing the bonding agent. Sandblast the joint opening to provide a firm, clean joint surface free of curing compound, loose material and any foreign matter. Sandblast the joint opening without causing pitting or uneven surfaces. The aggregate in the elastomeric concrete may be exposed after sandblasting.

After blasting, either brush the surface with clean brushes made of hair, bristle or fiber, blow the surface with compressed air, or vacuum the surface until all traces of blast products and abrasives are removed from the surface, pockets, and corners.

If nozzle blasting is used to clean the joint opening, use compressed air that does not contain detrimental amounts of water or oil.

Examine the blast cleaned surface and remove any traces of oil, grease or smudge deposited in the cleaning operations.

Bond the seal to the blast cleaned surface on the same day the surface is blast cleaned.

5.0 SEAL INSTALLATION

Install the joint seal according to the manufacturer's procedures and recommendations and as recommended below. Do not install the joint seal if the ambient air or surface temperature is below 45°F. Have a manufacturer's certified trained factory representative present during the installation of the first seal of the project.

Before installing the joint seal, check the uninstalled seal length to insure the seal is the same length as the deck opening. When the joint seal requires splicing, use the heat welding method by placing the joint material ends against a teflon heating iron of 425-475°F for 7 - 10 seconds, then pressing the ends together tightly. Do not test the welding until the material has completely cooled.

Begin installation by protecting the top edges of the concrete deck adjacent to the vertical walls of the joint as a means to minimize clean up. After opening both cans of the bonding agent, stir each can using separate stirring rods for each component to prevent premature curing of the bonding agent. Pour the two components, at the specified mixing ratio, into a clean mixing bucket. Mix the components with a low speed drill (400 rpm max.) until a uniform gray color is achieved without visible marbling. Apply bonding agent to both sides of the elastomeric concrete as well as both sides of the joint seal, making certain to completely fill the grooves with epoxy. With gloved hands, compress the joint seal and

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with the help of a blunt probe, push the seal into the joint opening until the seal is recessed approximately 1/4" below the surface. When pushing down on the joint seal, apply pressure only in a downward direction. Do not push the joint seal into the joint opening at an angle that would stretch the material. Seals that are stretched during installation shall be removed and rejected. Once work on placing a seal begins, do not stop until it is completed. Clean the excess epoxy from the top of the joint seal immediately with a trowel. Do not use solvents or any cleaners to remove the excess epoxy from the top of the seal. Remove the protective cover at the joint edges and check for any excess epoxy on the surface. Remove excess epoxy with a trowel, the use of solvents or any cleaners will not be allowed.

The installed system shall be watertight and will be monitored until final inspection and approval. Do not place pavement markings on top of foam joint seals.

6.0 BASIS OF PAYMENT

Payment for all foam joint seals will be at the lump sum contract price bid for "Foam Joint Seals". Prices and payment will be full compensation for furnishing all material, including elastomeric concrete, labor, tools and equipment necessary for installing these units in place and accepted.

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ELASTOMERIC CONCRETE FOR PRESERVATION (2-11-19)

DESCRIPTION

Elastomeric concrete is a mixture of a two-part polymer consisting of polyurethane and/or epoxy and kiln-dried aggregate. Provide an elastomeric concrete and binder system that is preapproved. Use the concrete in the blocked-out areas on both sides of the bridge deck joints as indicated on the plans.

MATERIALS

Provide materials that comply with the following minimum requirements at 14 days (or at the end of the specified curing time).

ELASTOMERIC CONCRETE PROPERTIES	TEST METHOD	MINIMUM REQUIREMENT
Compressive Strength, psi	ASTM D695	2000
5% Deflection Resilience	ASTM D695	95
Splitting Tensile Strength, psi	ASTM D3967	625
Bond Strength to Concrete, psi	ASTM C882 (C882M)	450
Durometer Hardness	ASTM D2240	50

BINDER PROPERTIES (without aggregate)	TEST METHOD	MINIMUM REQUIREMENT
Tensile Strength, psi	ASTM D638	1000
Ultimate Elongation	ASTM D638	150%
Tear Resistance, lb/in	ASTM D624	200

In addition to the requirements above, the elastomeric concrete must be resistant to water, chemical, UV and ozone exposure and withstand temperature extremes. Elastomeric concrete systems requiring preheated aggregates are not allowed.

PREQUALIFICATION

Manufacturers of elastomeric concrete materials shall submit samples (including aggregate, primer and binder materials) and a Type 3 certification in accordance with Article 106-3 of the *Standard Specifications* for prequalification to:

Docusign Envelope ID: 5C285470-904F-844F-83AA-8B8012459B49

Materials and Tests Unit
1801 Blue Ridge Road
Raleigh, NC 27607

Prequalification will be determined for the system. Individual components will not be evaluated, nor will individual components of previously evaluated systems be deemed prequalified for use.

The submitted binder (a minimum volume of 1 gallon) and corresponding aggregate samples will be evaluated for compliance with the Materials requirements specified above. Systems satisfying all of the Materials requirements will be prequalified for a one (1) year period. Before the end of this period new product samples shall be resubmitted for prequalification evaluation.

If, at any time, any formulation or component modifications are made to a prequalified system that system will no longer be approved for use.

INSTALLATION

The elastomeric concrete shall not be placed until the reinforced concrete deck slab or overlay has cured for seven (7) full days and reached a minimum strength of 3,000 psi.

Provide a manufacturer's representative at the bridge site during the installation of the elastomeric concrete to ensure that all steps being performed comply with all manufacturer installation requirements including, but not limited to: weather conditions (ambient temperature, relative humidity, precipitation, wind, etc.), concrete deck surface preparation, binder and aggregate mixing, primer application, elastomeric concrete placement, curing conditions and minimum curing time before joint exposure to traffic. Do not place elastomeric concrete if the ambient air or surface temperature is below 45°F.

Prepare the concrete surface within 48 hours prior to placing the elastomeric concrete. Before placing the elastomeric concrete, all concrete surfaces shall be thoroughly cleaned and dry. Sandblast the concrete surface in the block-out and clear the surface of all loose debris. Do not place the elastomeric concrete until the surface preparation is completed and approved.

Prepare and apply a primer, as per manufacturer's recommendations, to all concrete faces to be in contact with elastomeric concrete, and to areas specified by the manufacturer.

Prepare, batch, and place the elastomeric concrete in accordance with the manufacturer's instructions. Place the elastomeric concrete in the areas specified on the plans while the primer is still tacky and within two (2) hours after applying the primer. Trowel the elastomeric concrete to a smooth finish.

The joint opening in the elastomeric concrete shall match the formed opening in the concrete deck prior to sawing the joint.

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FIELD SAMPLING

Provide additional production material to allow freshly mixed elastomeric concrete to be sampled for acceptance. A minimum of six (6) 2-inch cube molds and three (3) 3-inch diameter x 6-inch cylinders will be taken by the Department for each day's production. Compression, splitting tensile, and durometer hardness testing will be performed by the Department to determine acceptance. Materials failing to meet the requirements listed above are subject to removal and replacement at no cost to the Department.

BASIS OF PAYMENT

Elastomeric Concrete for Preservation will be measured and paid for at the contract unit price bid per cubic foot and will be full compensation for material, labor, tools, and equipment necessary for satisfactorily installing the elastomeric concrete in place.

Pay Item	Pay Unit
Elastomeric Concrete for Preservation	Cubic Feet

Docusign Envelope ID: 5C285470-904F-844F-83AA-8B8012459B49

CONCRETE REPAIRS (11-30-23)

GENERAL

Work includes removal of concrete in spalled, delaminated and/or cracked areas of the existing bent caps, bent columns, underside of bridge decks, deck slabs, girders, and bridge rails in reasonably close conformity with the lines, depth, and details shown on the plans, described herein and as established by the Engineer. This work also includes straightening, cleaning, and replacement of reinforcing steel, doweling new reinforcing steel, removing all loose materials, removing and disposing of debris, formwork, applying repair material, and protecting adjacent areas of the bridge and environment from material leakage. The repair material shall be one of the materials described in this Special Provision, unless otherwise noted in the plans or Special Provisions.

The location and extent of repairs shown on the plans described herein are general in nature. The Engineer shall determine the extent of removal in the field based on an evaluation of the condition of the exposed surfaces. The Contractor shall coordinate removal operations with the Engineer. No more than 30% of a round or square column or 30% of the bearing area under a beam shall be removed without a temporary support system and approval from the Engineer.

Repair, to the Engineer's satisfaction, any portion of the structure that is damaged from construction operations. No extra payment is provided for these repairs.

SURFACE PREPARATION

Adhere to the following surface preparation requirements or the repair material manufacturer's requirements, whichever is more stringent.

Prior to starting the repair operation, delineate all surfaces and areas assumed to be deteriorated by visually examining and sounding the concrete surface with a hammer or other approved method. The Engineer is the sole judge in determining the limits of deterioration.

Prior to concrete removal, introduce a shallow saw cut, ½" in depth, around the repair area at right angles to the concrete surface. Sawcut should be located a minimum 2" beyond the perimeter of the deteriorated concrete area to be repaired. Remove all concrete within the sawcut to a minimum depth of ½". If concrete removal exposes reinforcing steel, remove all deteriorated concrete 1" below the reinforcing steel with a 17 lb (maximum) pneumatic hammer, with points that do not exceed the width of the shank, or with hand picks or chisels, as directed by the Engineer. Do not cut or remove the existing reinforcing steel. Unless specifically directed by the Engineer, do not remove concrete deeper than 1" below the reinforcing steel.

Abrasive blast all exposed concrete surfaces and existing reinforcing steel in repair areas to remove all debris, loose concrete, loose mortar, rust, scale, etc. After blasting, examine the reinforcing steel to ensure at least 90% of the original diameter remains. If there is more than 10% reduction in the rebar diameter, splice in and securely tie supplemental reinforcing bars as directed by the Engineer. This might require additional removal of concrete, in order to achieve an appropriate splice length of the reinforcing steel.

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Thoroughly clean the repair area of all dirt, grease, oil, or foreign matter, and remove all loose or weakened material by abrasive blasting before applying concrete repair material. Acid etch with 15% hydrochloric acid, only if approved by the Engineer. Follow acid etching by scrubbing and flushing with copious amounts of clean water. Check the cleaning using moist pH paper. Water cleaning is complete when the paper reads ten (10) or higher.

Follow all abrasive blasting with vacuum cleaning.

The time between removal of deteriorated concrete and applying concrete repair material shall not exceed 72 hours. If the time allowance exceeds 72 hours, prepare the surface at the direction of the Engineer before applying concrete repair material.

APPLICATION AND SURFACE FINISH

Apply repair material to damp surfaces only when allowed by repair material recommendations and approved by the Engineer. Prepare damp surfaces in accordance with the *Standard Specifications* and/ or repair material manufacturer's recommendations. Use a blowpipe to facilitate removal of free surface water. Only oil-free compressed air is to be used in the blowpipe.

When surface preparation is completed, mix and apply repair material in accordance with the *Standard Specifications* and/ or repair material manufacturer's recommendations.

Use aggregate that is washed, kiln-dried, and bagged. Maximum size of aggregate shall not exceed 2/3 of the minimum depth of the repair area, or 3/4 of the depth of excavation behind the reinforcing steel, whichever is smaller.

Unless otherwise required by the repair material manufacturer, apply bonding agent to all repair areas immediately prior to placing repair material.

Repair areas shall be formed unless otherwise approved by the Engineer. Form and finish all repaired areas, including chamfered edges, as close as practicable to their original "As Built" dimensions and configuration. After applying the repair material, remove excessive material and provide a smooth, flush surface, unless directed otherwise.

Cure finished Class A concrete repair material by maintaining 95% relative humidity at the repair and surrounding areas by fogging, moist curing, or other approved means for seven (7) days. Cure polymer modified concrete repair material in accordance with manufacturer's recommendations.

REPAIR MATERIAL OPTIONS

(A) Polymer Modified Concrete Repair Material

Repair material shall be polymer modified cement mortar for vertical or overhead applications and shall be suitable for applications in marine environments. Material shall be approved for use by NCDOT. Submit repair material to the Engineer for review and approval prior to beginning the work. Color of repair material shall be concrete gray.

(B) Class A Concrete Repair Material

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Repair material shall be Class A Portland Cement Concrete as described in Article 1000-3 of the *Standard Specifications*.

TEMPORARY WORK PLATFORM

Prior to beginning any repair work, provide details for a sufficiently sized temporary work platform at each repair location. Design steel members to meet the requirements of the *American Institute of Steel Construction Manual*. Design timber members in accordance with the *National Design Specification for Stress-Grade Lumber and Its Fastenings* of the National Forest Products Association. Submit the platform design and plans for review and approval. The design and plans shall be sealed and signed by a North Carolina registered Professional Engineer. Do not install the platform until the design and plans are approved. Drilling holes in the superstructure for the purpose of attaching the platform is prohibited. Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.

MEASUREMENT AND PAYMENT

Concrete Repairs will be measured and paid for at the contract unit price bid per cubic foot and will be full compensation for removal, containment and disposal off-site of unsound concrete including the cost of materials, reinforcing steel, labor, tools, equipment and incidentals necessary to complete the repair work. Depth will be measured from the original outside concrete face. The Contractor and Engineer will measure quantities after removal of unsound concrete and before application of repair material. Payment will also include the cost of abrasive blasting, surface cleaning and preparation, blast cleaning of reinforcing steel, placement of new reinforcing steel, cost of temporary work platform, testing of the soundness of the exposed concrete surface, furnishing and installation of repair mortar material, curing and sampling of concrete, and protection/cleaning of adjacent areas from splatter or leakage.

Reinforcing Steel that is required for the repairs will be in accordance with Section 425 of the *Standard Specifications.*

Payment will be made under:

Pay Item	**Pay Unit**
Concrete Repairs	Cubic Feet

Docusign Envelope ID: 5C285470-904F-844F-83AA-8B8012459B49

ORNAMENTAL FENCE (SPECIAL)

1.0 DESCRIPTION

Construct the 84" welded wire fence at location indicated in the plans, in accordance with Sections 866 and 1050 of the *Standard Specifications* and Section 02831 *City of Fayetteville Technical Specifications,* the details shown on the plans and the special provision, and as directed by the Engineer.

2.0 MEASUREMENT AND PAYMENT

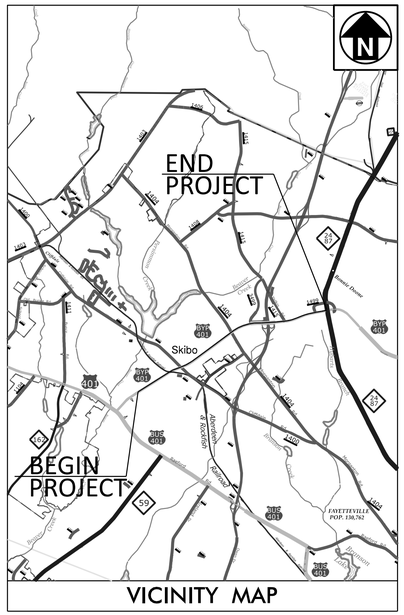
The quantity of 84" welded wire fence will be the actual number of linear feet fence, measured in place from end post to end post, which has been completed and accepted. All posts used for the welded wire fence are included in the price of the fence and will not be paid for separately. There will be no measurement made for installing adhesive anchors in concrete barrier rails as such work is considered incidental.

Work includes but is not limited to furnishing and installing fence fabric, tie wires, stretcher bars, stretcher bar bands, tie rods, turnbuckles, brace rails, posts, post caps, brackets, adhesive anchors, fittings and any other materials necessary to complete the work as described in the plans and this special provision.

Pay Item	**Pay Unit**
Ornamental Fence	Linear Foot

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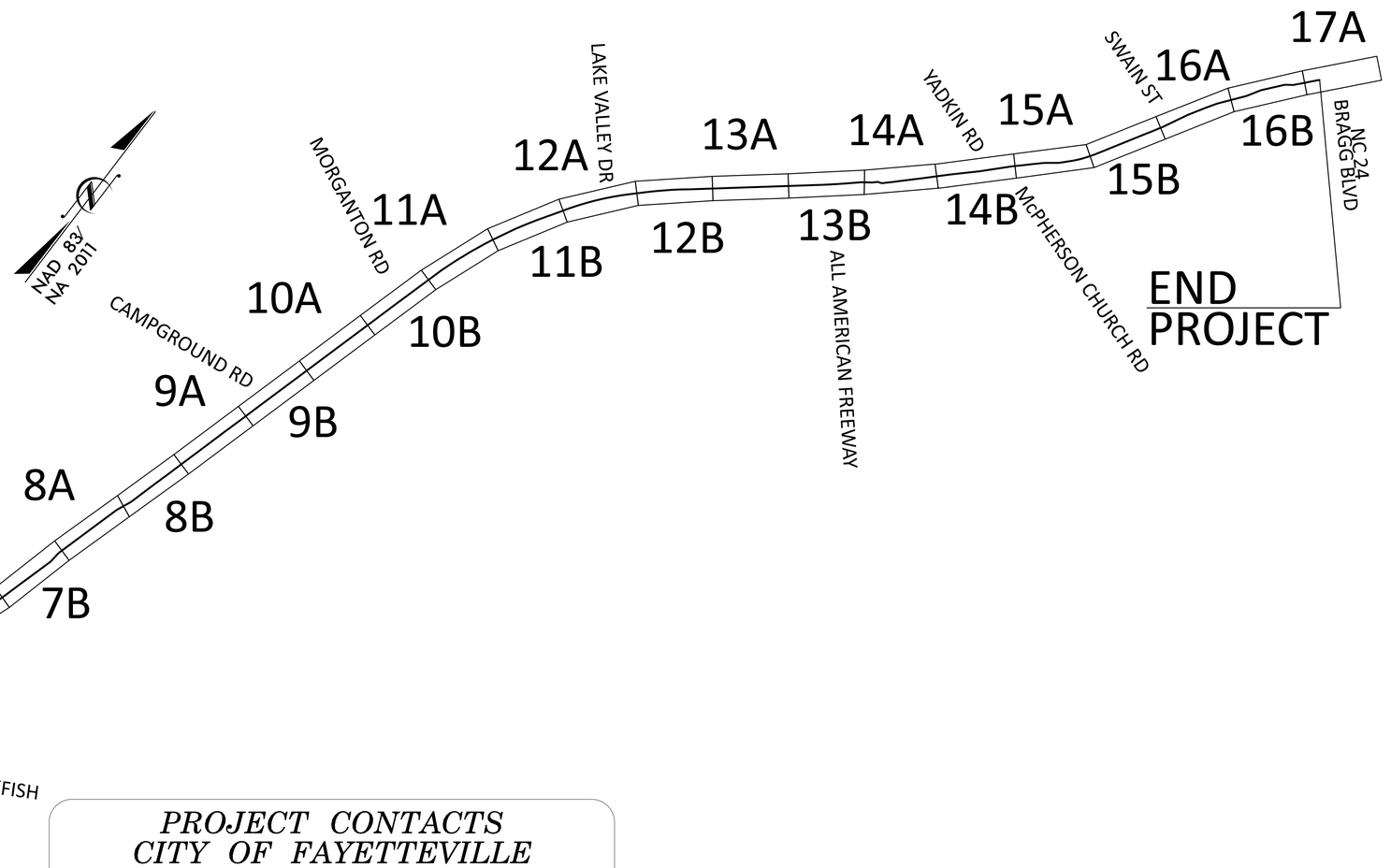
FAYETTEVILLE NC

AMERICA'S CAN DO CITY

PROJECT SCOPE

THIS PROJECT CONSISTS OF: 5' SIDEWALK ON THE NORTH SIDE OF SKIBO RD WHICH TRANSITIONS TO A 10' MULTI-USE PATH PAST MORGANTON RD

LOCATION: NCDOT EB-6030: SKIBO ROAD SIDEWALK FROM RICHWOOD COURT TO NC 24 (BRAGG BOULEVARD)



INDEX

SHEET #	SHEET DESCRIPTION
1	COVER SHEET
1A	TYPICAL SECTIONS
2	LEGEND
3	NOTES
4–17	PLAN
18	PROFILE
19–20	DETAILS

PROJECT CONTACTS
CITY OF FAYETTEVILLE

ENGINEERING	John McNeill, PMP Senior Project Manager - Traffic 433 Hay Street, Fayetteville, NC 28301 (910) 433-1091 johnmcneill@fayettevillenc.gov
CONSTRUCTION MANAGEMENT	Jeff Riddle, PLS Construction Manager 339 Alexander Street, Fayetteville, NC 28301 (910) 433-1661 jeffreyriddle@fayettevillenc.gov
TRAFFIC SERVICES	Brian McGill, PE, PTOE Assistant Public Service Director- Traffic 339 Alexander Street, Fayetteville, NC 28301 (910) 433-1170 brianmcgill@fayettevillenc.gov

SKIBO ROAD SIDEWALK

SHEET NUMBER 1 OF 20

PLAN TYPE: COVER

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET, FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391
Signed by: MICHAEL DEBARD
10-Jul-2026

REVISIONS:

REV.	
1	

DRAWN :	HDC	PROJECT	EB-6030
DESIGN :	HDC	NAME :	US 401 SIDEWALK
CHECK :	MDP	SCALE :	
APPROVED :		DATE:	04/18/2023

PROJECT # W-009
NCDOT # EB-6030

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ABBREVIATIONS

ASPH – ASPHALT
B/C – BACK OF CURB
BM – BENCHMARK
BFP – BACK FLOW PREVENTER
CB – CATCH BASIN
CP – CABLEVISION PEDESTAL
C&G – CURB AND GUTTER
C/L – CHAIN LINK
CMP – CORRUGATED METAL PIPE
CO – CLEANOUT
CONC – CONCRETE
CONST – CONSTRUCTION
CP – CONTROL POINT
CTR – CENTER
DB – DEED BOOK
DEPT – DEPARTMENT
DI – DROP INLET
DIP – DUCTILE IRON PIPE
DWA – DRIVEWAY ASPHALT
DWB – DRIVEWAY BRICK
DWC – DRIVEWAY CONCRETE
DWD – DRIVEWAY DIRT
DWG – DRIWEWAY GRAVEL
E – EAST/EASTING
EOP – EDGE OF PAVEMENT
ESMT – EASEMENT
EV – ELECTRICAL VAULT
F/C – FACE OF CURB
FES – FLARED END SECTION
FH – FIRE HYDRANT
FOB – FIBER OPTIC BURIED
FOM – FIBER OPTIC MARKER
FP – FLAG POLE
GV – GAS VALVE
GW - GUY WIRE
GWV – GATE WATER VALVE
HDPE – HIGH DENSITY POLYETHYLENE
INV – INVERT
JB – JUNCTION BOX
LF – LINEAR FOOT
LOD – LIMITS OF DISTURBANCE
LP – LIGHT POLE
MAX – MAXIMUM
MB - MAILBOX
MHEL – MANHOLE ELECTRIC
MHSD – MANHOLE STORM DRAIN
MHSS – MANHOLE SANITARY SEWER
MHTP – MANHOLE TELEPHONE
N – NORTH/NORTHING
O.C. – ON CENTER
O/H – OVERHEAD
PVMT – PAVEMENT
PC – POINT OF CURVATURE
PERM –PERMANENT
PG – PAGE
PI – POINT OF INTERSECTION
PVC – POLYVINYL CHLORIDE
PP – POWER POLE
RCP – REINFORCED CONCRETE PIPE
R/W – RIGHT OF WAY
S– SOUTH
SC – SAWCUT
SD – STORM DRAIN
S/R – SPLIT RAIL
SS – SANITARY SEWER
STA – STATION
STD – STANDARD
SWA - SIDEWALK ASPHALT
SWB – SIDEWALK BRICK
SWC – SIDEWALK CONCRETE
SY – SQUARE YARD
TC – TRASH CAN
TD - TRUNCATED DOME
TCE – TEMPORARY CONSTRUCTION EASEMENT
TCP – TERRA COTTA PIPE
TP – TELEPHONE PEDESTAL
TSB - TRAFFIC SIGNAL BOX
TVP – TRAVERSE POINT
TYP – TYPICAL
U.O.N. – UNLESS OTHERWISE NOTED
UP – UTILITY POLE
W – WEST
WCR – WHEELCHAIR RAMP
WM – WATER METER
WV – WATER VAULT

LEGEND

PROPOSED CONCRETE
PROPOSED CONCRETE CURB AND GUTTER
PROPOSED RIGHT-OF-WAY
PROPOSED FENCE
PROPOSED UNDERGROUND GAS
PROPOSED UNDERGROUND WATER
PROPOSED SANITARY SEWER
PROPOSED STORM DRAIN
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
PE — PROPOSED EASEMENT
SILT FENCE - LIMITS OF DISTURBANCE
PROPOSED SWALE
PROPOSED TRUNCATED DOMES
PROPOSED SANITARY SEWER MAN HOLE
PROPOSED STORM SEWER MAN HOLE
PROPOSED ELECTRICAL MAN HOLE
PROPOSED TELEPHONE MAN HOLE
PROPOSED CATCH BASIN
PROPOSED DROP INLET
PROPOSED ELECTRICAL VAULT
PROPOSED WATER VAULT
PROPOSED WATER METER
PROPOSED SANITARY SEWER CLEAN OUT
PROPOSED POWER POLE
PROPOSED LIGHT POLE
PROPOSED FIRE HYDRANT
PROPOSED GATE WATER VALVE
PROPOSED GAS VALVE
PROPOSED TREE
PROPOSED SHRUB
INLET PROTECTION
PROPOSED FLAIRED END SECTION
PROPOSED HEADWALL

WETLANDS
EXISTING CONCRETE/SIDEWALK
EXISTING CONCRETE CURB AND GUTTER
EXISTING RIGHT-OF-WAY
EXISTING FENCE
EXISTING UNDERGROUND GAS
EXISTING UNDERGROUND WATER
EXISTING SANITARY SEWER
EXISTING STORM SEWER
EXISTING FIBER OPTIC BURIED
EXISTING UNDERGROUND ELECTRIC
EXISTING OVERHEAD ELECTRIC
EXISTING TELEPHONE CABLE
EXISTING CABLEVISION
EXISTING TRAIN TRACKS
EXISTING EASEMENT
EXISTING SWALE
EXISTING SANITARY SEWER MAN HOLE
EXISTING STORM SEWER MAN HOLE
EXISTING ELECTRICAL MAN HOLE
EXISTING TELEPHONE MAN HOLE
EXISTING CATCH BASIN
EXISTING DROP INLET
EXISTING ELECTRICAL VAULT
EXISTING WATER VAULT
EXISTING WATER METER
EXISTING SANITARY SEWER CLEAN OUT
EXISTING POWER POLE
EXISTING LIGHT POLE
EXISTING FIRE HYDRANT
EXISTING WATER VALVE
EXISTING GAS VALVE

EXISTING CONCRETE MONUMENT
EXISTING SURVEY CONTROL MARKER
EXISTING PROPERTY CORNER (EIR/ERB/SIR/EIP)
EXISTING MAILBOX
EXISTING TREE
EXISTING SHRUB
EXISTING FLAIRED END SECTION
EXISTING HEADWALL

SKIBO ROAD SIDEWALK

SHEET NUMBER 2 of 20

PLAN TYPE: LEGEND

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL SEAL 27991 ENGINEER RACHEL PERKINS
Michael Pekarek
16-Sep-2024

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

PROJECT EB-6030
NAME : US 401 SIDEWALK
SCALE :
DATE: 04/18/2023

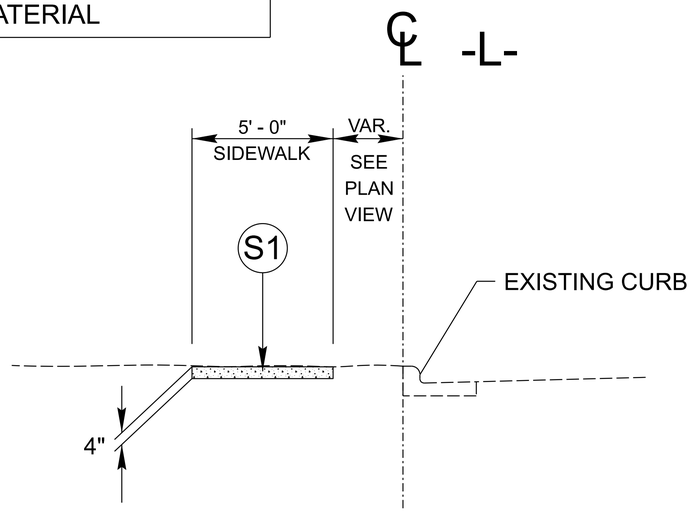
PROJECT # W-009
NCDOT # EB-6030

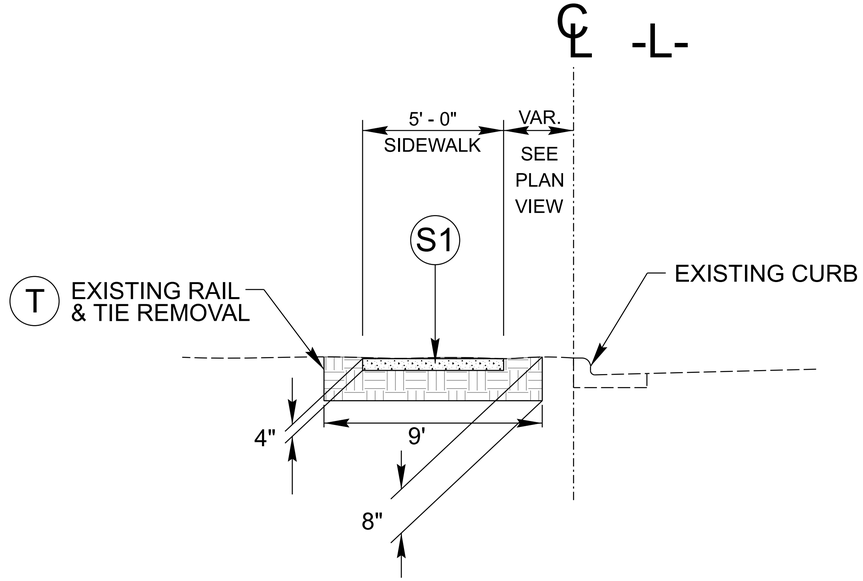
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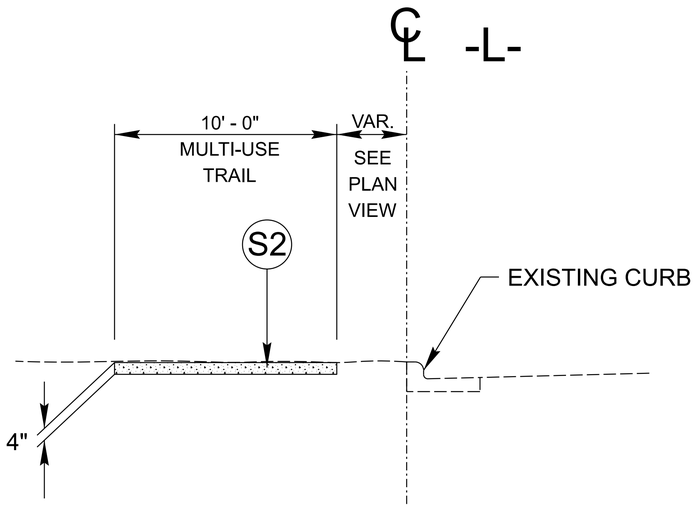
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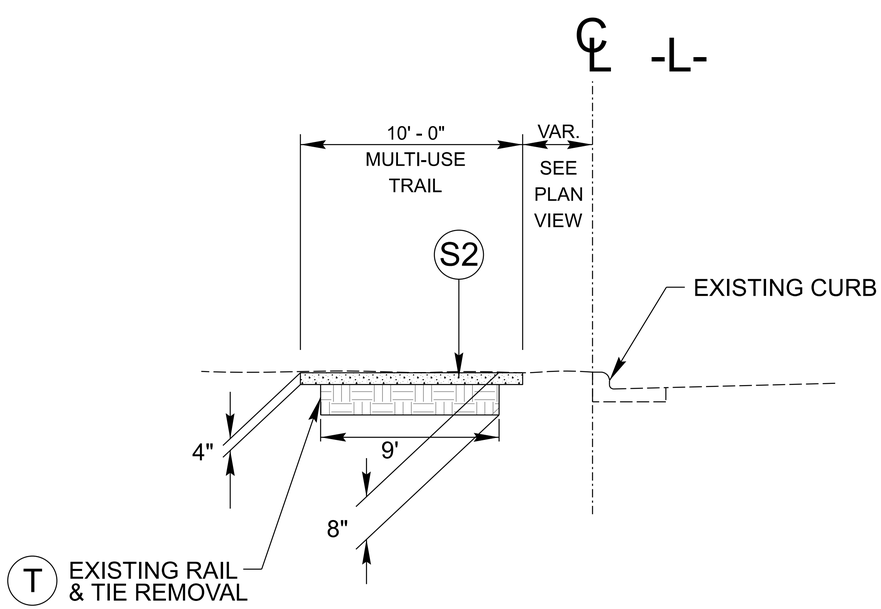
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S1	5'-0" CONCRETE SIDEWALK
S2	10'-0" MULTI-USE TRAIL
T	EARTH MATERIAL









SKIBO ROAD SIDEWALK

PLAN TYPE: TYPICALS

SHEET NUMBER 1A OF 20

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391
Signed by: MICHAEL R. BAKER
10-Jul-2026

REVISIONS:

REV.	
1	REVISED REMOVAL WIDTH AS REQUESTED

DRAWN : HDC
DESIGN : HDC
CHECK : MDP
APPROVED :

PROJECT NAME : EB-6030 US 401 SIDEWALK
DATE: 3/16/2023

PROJECT # WO-009
NCDOT # EB-6030

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GENERAL NOTES:

ACCESS TO SITES SHALL BE BY PUBLIC RIGHT-OF-WAYS AND UTILITY EASEMENTS. OTHER ACCESS LOCATIONS REQUIRED SHALL BE SECURED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. SUPPLEMENTAL EROSION CONTROL MEASURES SHALL BE REQUIRED TO INCLUDE CONSTRUCTION ENTRANCES, SILT FENCING, RESTORATION, ETC.

THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE CONSTRUCTION STAGING AREA AT HIS EXPENSE. A TEMPORARY USE PERMIT IS REQUIRED FOR THE STAGING AREA (ZONING 433-1705).

THE CONTRACTOR IS EXPECTED AND REQUIRED TO COOPERATE WITH THE PROPERTY OWNERS AFFECTED BY THE WORK. PRIVATE AGREEMENTS WITH PROPERTY OWNERS MUST BE IN WRITING ON A FORM APPROVED BY THE ENGINEER AND A COPY SHALL BE PROVIDED TO THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION ACTIVITIES AFFECTED BY SAID AGREEMENT. THE AGREEMENT MUST SPECIFY THAT THE CITY AND THE ENGINEER SHALL BE HELD HARMLESS AGAINST ALL CLAIMS ARISING FROM THE AGREEMENT. THE OWNER DISCOURAGES PRIVATE AGREEMENTS. BEFORE FINAL ACCEPTANCE, A RELEASE FROM EACH PROPERTY OWNER THAT THE CONTRACTOR MADE AN AGREEMENT WITH SHALL BE REQUIRED. THE PROPERTY OWNER'S RELEASE IS A CONDITION OF FINAL ACCEPTANCE.

CONTRACTOR SHALL MAINTAIN A NEAT AND CLEAN JOB-SITE TO INCLUDE STAGING/STORAGE AREAS AS FOLLOWS:

- PERFORM DUST CONTROL BY WATERING DAILY OR AS DIRECTED BY THE ENGINEER.
- SWEEP STREETS A MINIMUM OF ONCE WEEKLY (FRIDAY) OR AS DIRECTED BY THE ENGINEER.
- BLADE, LEVEL AND RE-COMPACT ALL EXPOSED TRENCHES WEEKLY (OR AS DIRECTED BY THE ENGINEER) TO PRODUCE A SMOOTH "RIDE".
- PERFORM DAILY CLEAN-UP OF ALL DIRT, DEBRIS AND SCRAP MATERIALS.
- REMOVE EXCESS EQUIPMENT, MATERIALS, TOOLS, ETC. NOT NEEDED.

CONTRACTOR SHALL PROVIDE MEASURES DURING CONSTRUCTION TO SECURE THE SITE AND EXCAVATION FROM THE GENERAL PUBLIC AND COMPLY WITH ALL OSHA REGULATIONS. JOB SITE SAFETY IS THE EXCLUSIVE AND SOLE RESPONSIBILITY OF THE CONTRACTOR. OPEN EXCAVATION LEFT UNATTENDED OR OVER NIGHT IS NOT ACCEPTABLE AND SHALL BE FILLED IMMEDIATELY.

CONTRACTOR SHALL REPAIR OR REPLACE DRIVES DISTURBED BY CONSTRUCTION TO EXISTING OR BETTER CONDITIONS. NO SEPARATE PAYMENT UNLESS OTHERWISE INDICATED.

CONTRACTOR SHALL PROVIDE TEMPORARY FENCING WHERE FENCES ARE REMOVED FOR CONSTRUCTION. CONTRACTOR SHALL COORDINATE REMOVAL OF EXISTING FENCE AND INSTALLATION OF TEMPORARY FENCE WITH PROPERTY OWNER PRIOR TO CONSTRUCTION. REMOVAL OF TEMPORARY FENCE AND INSTALLATION OF PERMANENT FENCE MUST ALSO BE COORDINATED WITH PROPERTY OWNER. ALL REMOVAL, TEMPORARY, AND REPLACEMENT FENCING SHALL BE CONSIDERED INCIDENTAL TO THE CITY INSTALLATION AND NO SEPARATE PAYMENT SHALL BE MADE. CONTRACTOR SHALL REINSTALL ALL SHEDS, FENCES, ETC. TO AS GOOD OR BETTER THAN EXISTING CONDITIONS UNLESS OTHERWISE INDICATED. (NO SEPARATE PAYMENT).

CONTRACTOR SHALL REPLACE ALL DISTURBED MAILBOXES, SIGNS, ETC. DISTURBED DURING CONSTRUCTION WITHIN 24 HOURS OF DISTURBANCE. PERMANENT ROAD SIGNAGE DISTURBED SHALL BE REPLACED IMMEDIATELY AND IF NECESSARY ROADWAY SIGNS SHALL BE TEMPORARILY INSTALLED IN A LOCATION CONSISTENT WITH THE NCMUTCD TO PROVIDE CONTINUOUS TRAFFIC AWARENESS OF ROADWAY CONDITIONS. (NO SEPARATE PAYMENT).

CONTRACTOR SHALL PROVIDE SECURITY FENCING, SECURITY GUARD, AND ANY AND ALL OTHER MEASURES CONTRACTOR DEEMS NECESSARY TO PROTECT EQUIPMENT AND MATERIALS STORED ON THE PROJECT. (NO SEPARATE PAYMENT).

WHERE CONTRACTOR CEASES WORK OPERATION FOR A 72 HOUR PERIOD OR LONGER, SUCH AS HOLIDAYS, ETC., THE FOLLOWING SHALL BE ACCOMPLISHED PRIOR TO THE WORK STOPPAGE.

- CONTRACTOR WILL STORE ALL EQUIPMENT IN THE CONTRACTOR STAGING AREA OR OFF SITE.
- THE CONTRACTOR SHALL SWEEP ALL STREETS, PERFORM GENERAL CLEANUP AND SHALL PERFORM MAINTENANCE ON ALL EXPOSED PATCHES.

CONTRACTOR SHALL SCHEDULE WORK AND MATERIAL DELIVERIES SO THAT STORED MATERIAL QUANTITIES ON THE JOB SITE SHALL BE MINIMIZED.

CONTRACTOR SHALL STORE ALL MATERIALS IN THE CONTRACTOR STAGING AREA 72 HOURS PRIOR TO INCORPORATING INTO THE WORK TO REDUCE OBSTRUCTIONS TO TRAFFIC AND INCONVENIENCE TO RESIDENTS.

GENERAL NOTES FOR RESIDENT RELATIONS (MANDATORY):

THE CONTRACTOR IS REQUIRED TO DEVELOP GOOD RELATIONS WITH THE RESIDENTS WHICH INCLUDE THE FOLLOWING MANDATORY MINIMUM REQUREMENTS:

- NO SPEEDING WITH EQUIPMENT AND/OR VEHICLES (25 MPH MAX.)
- DO NOT BLOCK DRIVEWAYS AT ANY TIME
- DO NOT LITTER AT ANY TIME
- DO NOT USE RESIDENT'S WATER WITHOUT THEIR PERMISSION (SIGNED AGREEMENT REQUIRED)
- ALL PLUMBING CODE REQUIREMENTS FOR BACK FLOW PREVENTION WILL BE ADHERED TO
- RESPOND TO RESIDENT'S COMPLAINTS WITHIN 24 HOURS
- DO NOT USE ABUSIVE LANGUAGE, PROFANITY OR CAT-CALLING
- WEAR PROPER PROTECTIVE CLOTHING (HARD HATS, PROPER SHOES, SHIRTS, ETC.) AT ALL TIMES.
- MAINTAIN PROPER SAFETY MEASURES, PARTICULARLY ALONG OPEN TRENCHES, PLACING CONES ON RAISED MANHOLES AND BACK FILLING OPEN TRENCHES IF CONSTRUCTION IS STOPPED AND THE OPEN TRENCH IS NOT MANNED.
- PERSONNEL MUST WEAR CITY APPROVED SAFETY VEST AT ALL TIMES WHILE WORKING IN THE CITY AND/OR NCDOT RIGHT-OF-WAY
- ALL TRAFFIC CONTROL FLAG PERSONSAND AT LEAST ONE PERSON ON EACH WORK CREW MUST BE FLUENT IN THE ENGLISH LANGUAGE

IF THE CONTRACTOR AND/OR SUBCONTRACTORS CANNOT ADQUATELY PERFORM AND/OR COMPLY WITH THESE REQUIREMENTS, THE INDIVIDUAL, SUBCONTRACTOR, OR EMPLOYEES MAY BE DIRECTED TO LEAVE THE PROJECT PERMANENTLY. INCONSIDERATE, NON-COOPERATIVE ATTITUDES AND ACTIONS WILL NOT BE TOLERATED.

UTILITIES:

UTILITIES ARE ILLUSTRATED FOR INFORMATION PURPOSES ONLY. THE CITY OR ENGINEER WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF UTILITY LOCATIONS, SIZES, DEPTHS, OR FOR COMPLETENESS OF UTILITY INFORMATION SHOWN.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY AND MEET WITH ALL UTILITY OWNERS. THE CONTRACTOR SHALL PROTECT ALL UTILITIES FROM DAMAGE CAUSED BY HIS OPERATIONS OR THOSE OF HIS AGENTS. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS FOR ANY THIRD-PARTY INCONVENIENCE CREATED BY WORK OF HIS OWN FORCES OR THAT OF HIS AGENTS. ANY DAMAGES INCURRED SHALL BE THE CONTRACTORS FINANCIAL RESPONSIBILITY.

ADJUSTMENTS/RELOCATIONS WILL BE PERFORMED BY THE VARIOUS UTILITY OWNERS. THE CONTRACTOR SHALL COORDINATE WORK WITH UTILITY OWNERS SO AS NOT TO ADVERSELY AFFECT THE PROJECT SCHEDULE. THE CITY WILL NOT BE HELD RESPONSIBLE FOR ANY DELAYS OR DISRUPTIONS TO THE WORK SCHEDULE OF OTHER UTILITY OWNERS.

- FOR UTILITY LOCATES CALL NORTH CAROLINA ONE-CALL @ 811.
- FOR LOCATES OF UTILITIES NOT MEMBERS OF NORTH CAROLINA ONE-CALL CONTACT PROJECT MANAGER OR UTILITY COORDINATOR.

THE CONTRACTOR SHALL ADJUST ALL WATER VALVES, WATER METER BOXES AND WATER VAULTS TO FINISHED GRADE. WATER METERS, MANHOLES, AND CLEANOUTS LOCATED IN SIDEWALKS OR CONCRETE DRIVEWAYS SHALL BE INSTALLED IN ACCORDANCE WITH PWC REQUIREMENTS. NO ABOVE GROUND UTILITY BOXES, POWER POLE, OR OTHER STRUCTURES ARE TO BE LOCATED WITHIN THE SIDEWALK AREA. THE SIDEWALK AREA IS TO BE FREE OF OBSTACLES.

PRIOR TO COMMENCEMENT OF ANY WORK WITHIN EASEMENTS OR RIGHT-OF-WAYS, THE CONTRACTOR IS REQUIRED TO NOTIFY CONCERNED UTILITY COMPANIES IN ACCORDANCE TO GS 87-102. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. NO SEPARATE PAYMENT. EXISTING UTILITIES SHOWN ARE TAKEN FROM MAPS FURNISHED BY VARIOUS UTILITY COMPANIES AND HAVE NOT BEEN PHYSICALLY LOCATED (i.e. GAS, FIBER OPTIC, ETC.).

THE CONTRACTOR SHALL DIG UP EACH UTILITY WHICH MAY CONFLICT WITH CONSTRUCTION 14 DAYS IN ADVANCE TO VERIFY LOCATIONS (HORIZONTALLY AND VERTICALLY) TO ALLOW THE ENGINEER AN OPPORTUNITY TO ADJUST THE DESIGN TO AVOID CONFLICTS (NO SEPARATE PAYMENT).

WHERE DEEMED NECESSARY BY THE ENGINEER THAT A SUBSURFACE DRAINAGE SYSTEM IS REQUIRED, THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, TOOLS, LABOR, EQUIPMENT, TIE-IN'S TO EXISTING DRAINAGE STRUCTURES AND ALL OTHER INCIDENTALS NECESSARY TO PROVIDE COMPLETE INSTALLATION IN ACCORDANCE WITH CITY OF FAYETTEVILLE STANDARDS. IMPROPERLY INSTALLED AND NON-FUNCTIONING DRAINAGE SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING FRENCH DRAINAGE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AND/OR REPAIRED AT NO ADDITIONAL EXPENSE TO THE OWNER.

STORM DRAINAGE REPAIRS BY CONTRACTOR DUE TO CONSTRUCTION DAMAGE AND JOINTS EXPOSED DURING CONSTRUCTION SHALL BE INSPECTED BY THE OWNER PRIOR TO BACKFILLING.

MAIL BOXES:

THE CONTRACTOR SHALL RELOCATE ALL MAIL BOXES AS REQUIRED BY SECTION 107-12 OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES. COORDINATE THIS WORK WITH THE U.S. POSTAL SERVICE.

TREES, SHRUBS, AND HEDGES:

ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED WITH TREE PROTECTION BARRIERS ACCEPTABLE TO THE CITY ARBORIST OR LANDSCAPE ARCHITECT. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY ARBORIST OR LANDSCAPE ARCHITECT PRIOR TO ROOT PRUNING. WHEN ROOT PRUNING IS ABSOLUTELY NECESSARY, CUT ROOTS CLEANLY USING A DISC TRENCHER OR OTHER APPROVED METHOD.

CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY PRIOR TO REMOVING ANY TREES. ALL TREES LOCATED WITHIN THE LOT THAT ARE TO REMAIN AFTER CONSTRUCTION SHALL BE INSPECTED BY THE CITY TO VERIFY THEY ARE SUITABLE TO REMAIN.

GRADING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BORROW MATERIAL REQUIRED TO CONSTRUCT PROJECT AS SHOWN ON THE CONTRACT DOCUMENTS.

ALL EXCAVATED MATERIALS THAT ARE NOT REQUIRED OR ARE UNSUITABLE FOR THE PROJECT SHALL BE CONSIDERED WASTE AND SHALL BE HAULED OFF SITE AND DISPOSED IN A SAFE AND LEGAL MANNER AT THE CONTRACTOR'S EXPENSE.

EROSION CONTROL:

CONTRACTOR SHALL NOT DISTURB ANY AREAS OUTSIDE OF THE DESIGNATED EASEMENT AREAS.

THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL DEVICES IN ACCORDANCE WIH THE APPROPRIATE CITY AND STATE EROSION AND SEDIMENT CONTROL ORDINANCES. THE CONTRACTOR SHALL PREVENT STANDING WATER DUE TO CONSTRUCTION.

SAWCUTS:

THE CONTRACTOR SHALL SAWCUT EXISTING ASPHALT AND/OR CONCRETE SURFACES PRIOR TO REMOVAL UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SAW CUT WIDTH SHALL BE 1 FOOT MINIMUM FOR THE EXISTING EDGE OF PAVEMENT. SAWCUT PAVEMENT SHALL BE REPLACED AS WELL AS ADDITIONAL PAVEMENT REQUIRED TO TIE-IN TO FACE OF PROPOSED CURB OR GUTTER.

STORM DRAINAGE STRUCTURE, PIPE & GRADING NOTES:

PIPE INVERT ELEVATIONS HAVE PRECEDENCE OVER SLOPES. HOWEVER, SLOPES SHALL NOT BE DECREASED FROM THOSE SHOWN ON PLAN WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

ALL STORM DRAINAGE PIPE TO BE CLASS III REINFORCED CONCRETE UNLESS OTHERWISE NOTED. PIPE LENGTHS INDICATED ON PLAN ARE APPROXIMATE ONLY.

NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC, TRENCHING, OR OTHER LAND DISTURBING ACTIVITY SHALL BE PERMITTED BEYOND LIMITS OF GRADING WITHOUT PRIOR APPROVAL FROM THE OWNER AND CITY ENGINEERING DEPT.

THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE CITY OF FAYETTEVILLE ANY DISCREPANCIES FOUND BETWEEN ACTUAL CONDITION AND CONSTRUCTION DOCUMENTS AND SHALL WAIT FOR INSTRUCTION FROM THE CITY INSPECTOR PRIOR TO PROCEEDING.

MANHOLE RIM ELEVATIONS SHOWN ON THE PLANS ARE APPROXIMATE. NEW MANHOLE RING AND COVERS SHALL BE INSTALLED FLUSH WITH THE SURROUNDING GRADE SO AS TO AVOID DAMAGE TO MOTOR VEHICLES DURING CONSTRUCTION. THEY ARE TO BE ADJUSTED TO MATCH THE SURROUNDING PROPOSED GRADE PRIOR TO PLACING THE NEW SURFACE COURSE.

THE CONTRACTOR SHALL DESIGN, FURNISH, AND INSTALL ANY TRENCH STABILIZATION NECESSARY TO MAINTAIN EXCAVATION FOR PIPE AND DRAINAGE STRUCTURE INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND REMOVAL OF ANY TRENCH STABILIZATION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT STRUCTURES RESULTING FROM THE INSTALLATION, REMOVAL OR ABSENCE OF TRENCH STABILIZATION.

GRADES, ELEVATIONS AND LOCATIONS SHOWN ARE APPROXIMATE, AS DIRECTED BY THE ENGINEER. THEY MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN CONDITIONS. ALL PROPOSED GRADES ARE FINISH GRADES.

THE CONTRACTOR SHALL BACKFILL OPEN EXCAVATIONS AT THE END OF EACH WORKING DAY. AT DRAINAGE STRUCTURE LOCATIONS, THE EXCAVATION SHALL BE COVERED WITH METAL PLATES WHEN PRACTICAL OR COMPLETEY ENCLOSED WITH SAFETY NETTING.

STOCKPILING NOTE:

ANY ONSITE STOCKPILING IS TO BE COORDINATED AND APPROVED BY A CITY INSPECTOR. THE STOCKPILE WILL BE PROVIDED WITH GROUND COVER WITHIN 15 WORKING DAYS OF PROJECT COMPLETION.

EXCESS SUITABLE SOIL EXCAVATED DURING CONSTRUCTION SHALL BE STOCKPILED FOR USE ON THE PROJECT OR DISPOSED OF OFF-SITE AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL NOT BE ALLOWED TO STOCKPILE MATERIALS OR EXCESS MATERIALS IN THE STREET RIGHT-OF-WAYS AT ANY TIME UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE A SUFFICIENT AND SUITABLE STOCKPILE AREA AND LOCATION AT THE CONTRACTOR'S EXPENSE.

ORDER OF PRECEDENCE GENERAL NOTES/TECHNICAL SPECIFICATIONS/PHOTOS:

THE NOTES CONTAINED HEREIN ARE INTENDED TO SUPPLEMENT THE TECHNICAL SPECIFICATIONS AND PROVIDE EASY REFERENCE FOR THE CONTRACTOR. IN NO CASE SHALL THESE NOTES VOID ANY PART, SECTION OR REQUIREMENT OUTLINED IN THE TECHNICAL SPECIFICATIONS CONTAINED IN THE CONTRACT DOCUMENTS. IF CONFLICTS OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS AND THE NOTES CONTAINED HEREIN, THE TECHNICAL SPECIFICATIONS SHALL SUPERSEDE.

NCDOT ENCROACHMENT SPECIAL PROVISIONS:

CONTRACTOR TO NOTIFY COUNTY MAINTENANCE ENGINEER, (910) 364-0602, A MINIMUM OF THREE (3) DAYS BEFORE CONSTRUCTION IS TO BEGIN.

AN EXECUTED COPY OF THE ENCROACHMENT AGREEMENT SHALL BE PRESENT AT THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO STOP ALL WORK UNLESS EVIDENCE OF APPROVAL CAN BE SHOWN.

SEE THE ENCROACHMENT AGREEMENT FOR A FULL LIST OF SPECIAL PROVISIONS.

TRAFFIC CONTROL

CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS FOR WORK ZONE TRAFFIC CONTROL TO CITY TRAFFIC SERVICES DEPARTMENT (910-433-1660) FOR CITY STREETS AND DIVISION 6, DISTRICT 2 (910-364-0601) FOR NCDOT STREETS. CONTRACTOR SHALL NOT PLACE ANY TRAFFIC CONTROL DEVICES WITHOUT HAVING APPROVAL FROM APPLICABLE TRANSPORTATION DEPARTMENT EITHER NCDOT OR THE CITY OF FAYETTEVILLE.

CONTRACTOR SHALL INSURE ACCESS TO ALL PROPERTIES BY PROPERTY OWNERS AT ALL TIMES.

CONTRACTOR SHALL NOTIFY CITY ENGINEERING OFFICE ONE WEEK IN ADVANCE OF ANY ROAD CLOSING AND COORDINATE ALL ROAD CLOSINGS/UTILITY INTERRUPTIONS WITH PROPERTY OWNERS AFFECTED 48 HOURS PRIOR TO CLOSING/INTERRUPTING SERVICES.

MINIMUM ONE WAY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES UNLESS ROAD CLOSURE IS APPROVED BY CITY OF FAYETTEVILLE TRAFFIC SERVICES DEPARTMENT IN WRITING, 5 DAYS IN ADVANCE OF ROAD CLOSURE. AN APPROVED DETOUR PLAN PREPARED BY THE CONTRACTOR SHALL BE REQUIRED AND THE MEASURES INSTALLED PRIOR TO CLOSURE.

CONTRACTOR SHALL COORDINATE/NOTIFY TRAFFIC SERVICES DAILY (BEFORE 2:00 P.M.) AS TO WHICH STREETS WILL BE UNDER CONSTRUCTION IMPEDING TRAFFIC FLOW THE FOLLOWING DAY.

THE CONTRACTOR SHALL NOT IMPEDE TRAFFIC AT ANY TIME UNTIL THE APPROVED TRAFFIC CONTROL DEVICES ARE IN PLACE.

ALL TRAFFIC CONTROL MEASURES, DEVICES, INSTALLATION, METHODS, SEQUENCING AND PLANS SHALL BE IN STRICT ACCORDANCE WITH MUTCD, NCDOT, AND CITY OF FAYETTEVILLE TRAFFIC SERVICES.

SKIBO ROAD SIDEWALK

SHEET NUMBER 3 of 20

PLAN TYPE: NOTES

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING AND INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL SEAL 27991 ENGINEER MICHAEL PEHARDA
Michael Peharda
9BF960AFEDAE4FF...
16-Sep-2024

REVISIONS:

REV.	
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DRAWN : HDC
DESIGN : HDC
CHECK : MDP
APPROVED :

PROJECT NAME : EB-6030 US 401 SIDEWALK
SCALE :
DATE: 04/18/2023

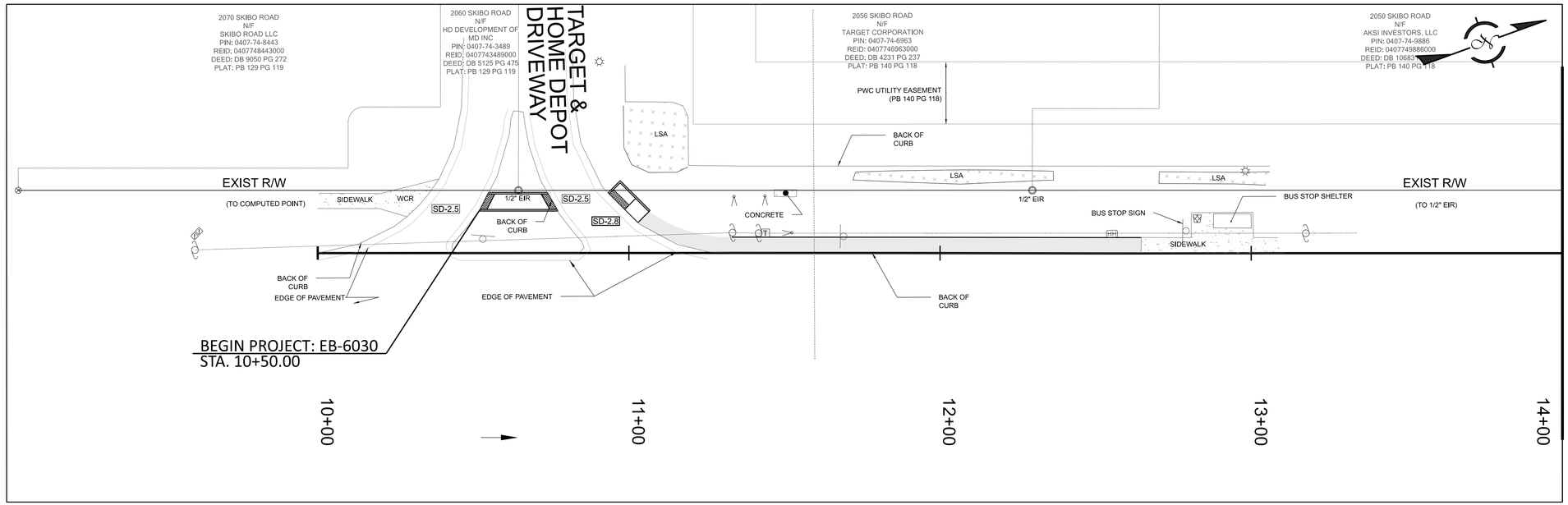
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NCDOT # EB-6030

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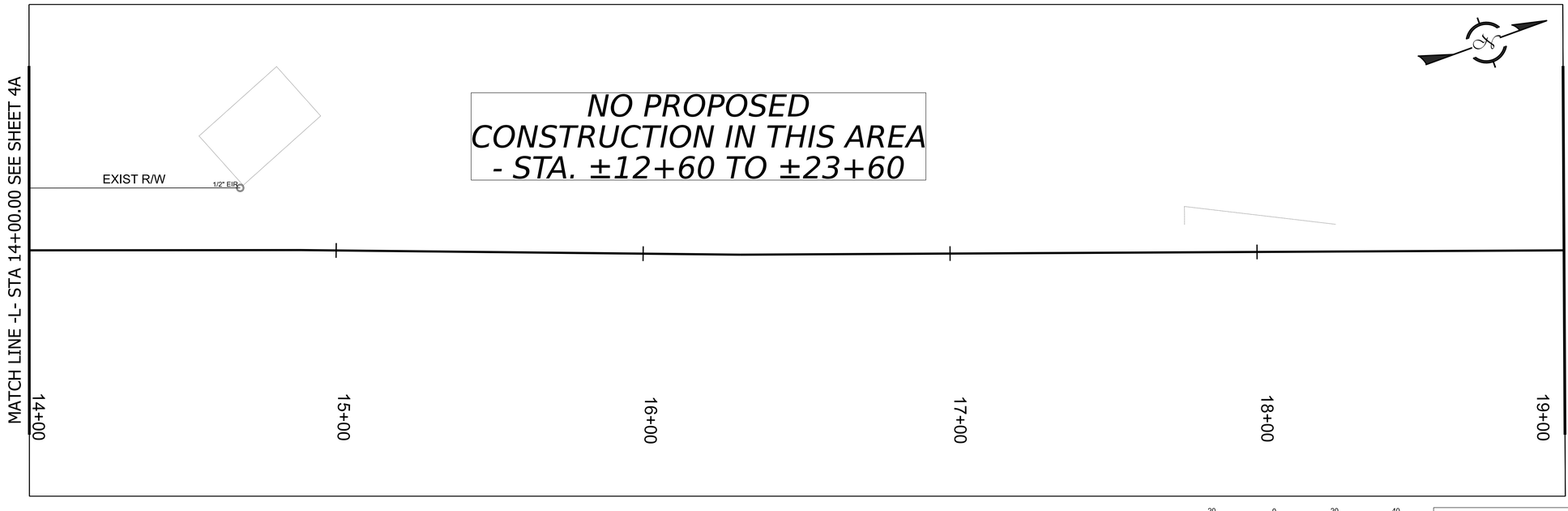


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1 INCH = 20 FT

PROPOSED SIDEWALK

4B



20 0 20 40

1 INCH = 20 FT

PROPOSED SIDEWALK

SKIBO ROAD SIDEWALK

SHEET NUMBER 4 of 20

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL SEAL 27391 ENGINEER MICHAEL DANIEL PEKAREK

Signed by: Michael Pekarek
33F960AFEDAE4FF
16-Sep-2024

REVISIONS:

REV.	
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DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

PROJECT NAME : EB-6030 US 401 SIDEWALK
SCALE : 1" = 20'
DATE: 3/16/2023

PROJECT # WO-009
NCDOT # EB-6030

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PROPOSED SIDEWALK

5B

PROPOSED SIDEWALK

SKIBO ROAD SIDEWALK

SHEET NUMBER 5 of 20

PLAN TYPE:

FAYETTEVILLE N.C.
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391 MICHAEL DEWAYNE PEKAREK
Signed by: Michael Pekarek 33F960AFEDAE4FF
16-Sep-2024

REVISIONS:

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PROJECT NAME :	EB-6030 US 401 SIDEWALK
DATE:	3/16/2023
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DESIGN :	HDC
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PROJECT # WO-009
NCDOT # EB-6030

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6A

PROPOSED SIDEWALK

6B

PROPOSED SIDEWALK

SKIBO ROAD SIDEWALK

SHEET NUMBER 6 of 20

PLAN TYPE:

FAYETTEVILLE N.C.
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391 MICHAEL DAVID PEKAREK
Signed by: Michael Pekarek 33F960AFEDAE4FF
16-Sep-2024

REVISIONS:

REV.	
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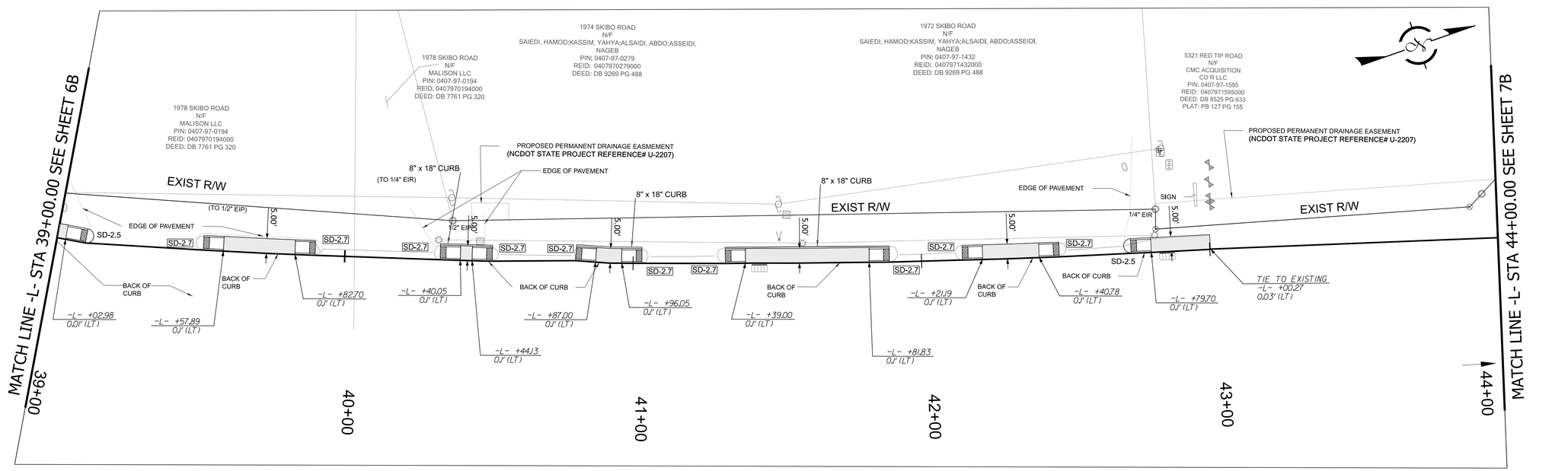
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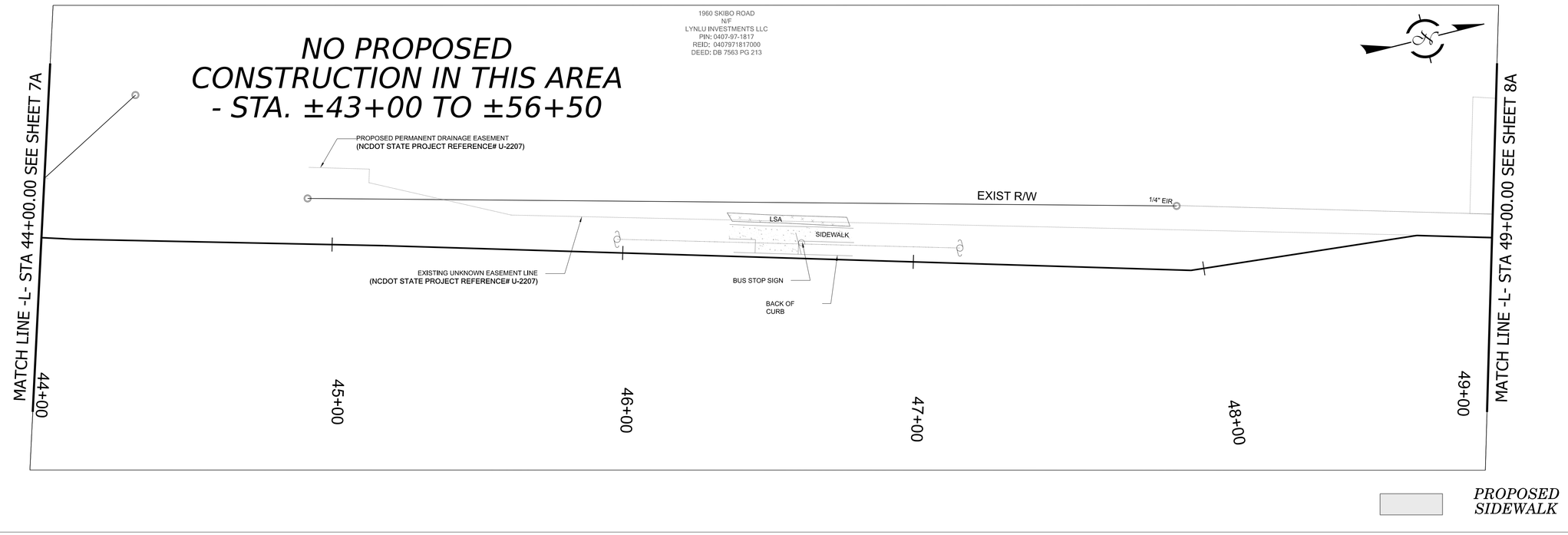
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SKIBO ROAD SIDEWALK

SHEET NUMBER 7 of 20

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL SEAL 27391 ENGINEER MICHAEL PEARCE
Signed by: Michael Pearce
10-Jul-2023

REVISIONS:

REV.	
1	REVISED NOTE TO 8"x18" CURB AS REQUESTED BY DIVISION

DRAWN : HDC
DESIGN : HDC
CHECK : MDP
APPROVED :

PROJECT : EB-6030
NAME : US 401 SIDEWALK
DATE: 3/16/2023

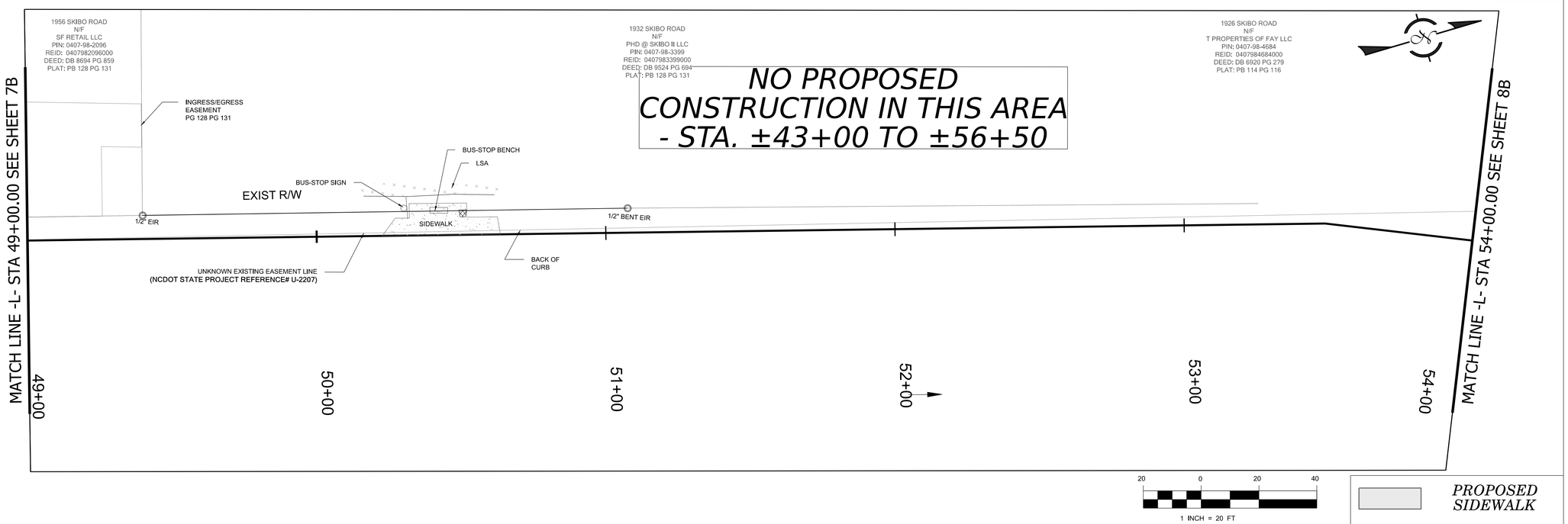
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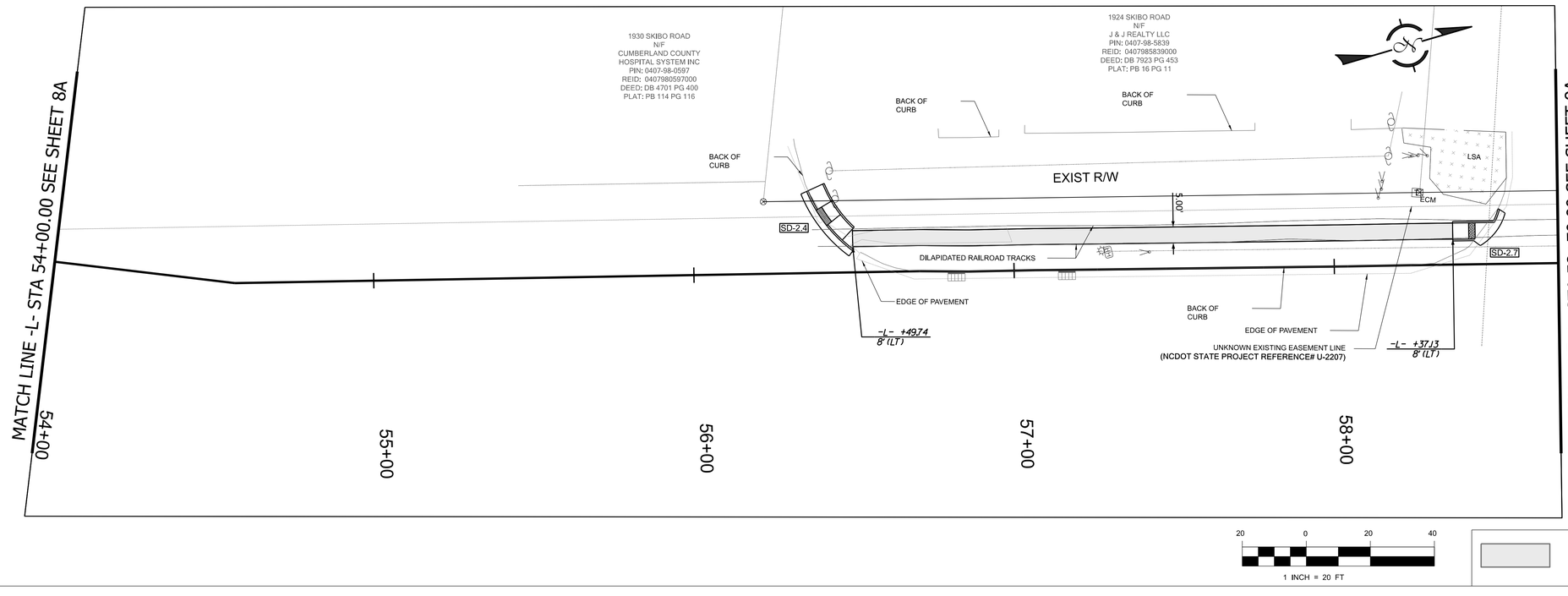
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8B



SKIBO ROAD SIDEWALK

SHEET NUMBER 8 of 20

PLAN TYPE:

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AMERICA'S CAN DO CITY
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ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391 MICHAEL DANIEL PEKAREK
Signed by: Michael Pekarek 33F960AFEDAE4FF
16-Sep-2024

REVISIONS:

REV.	
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SCALE : 1" = 20'
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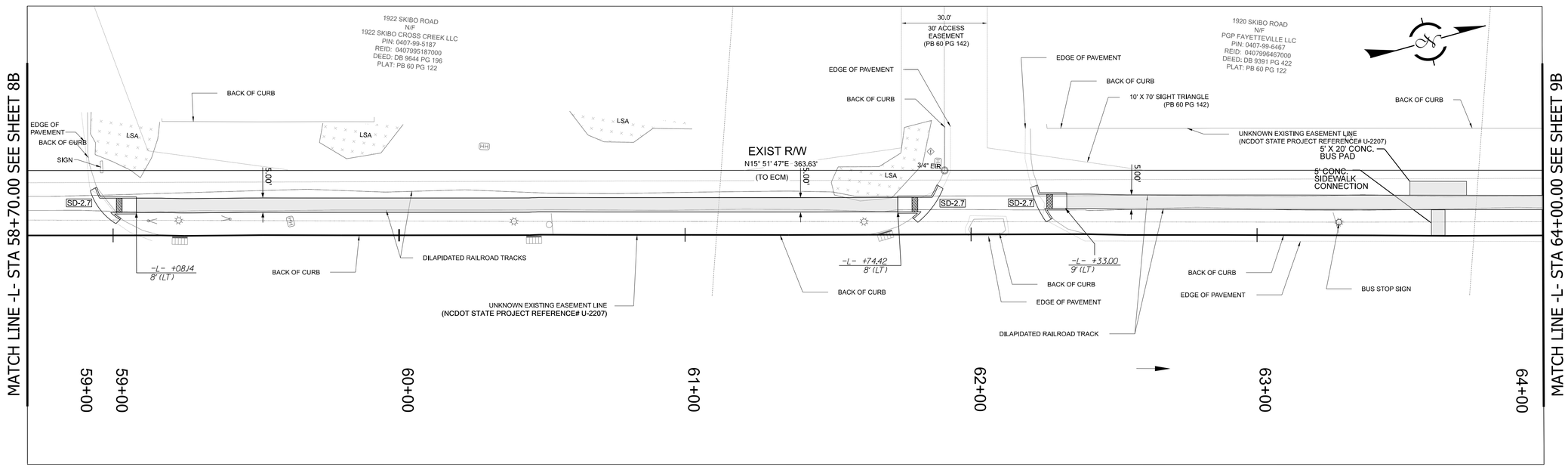
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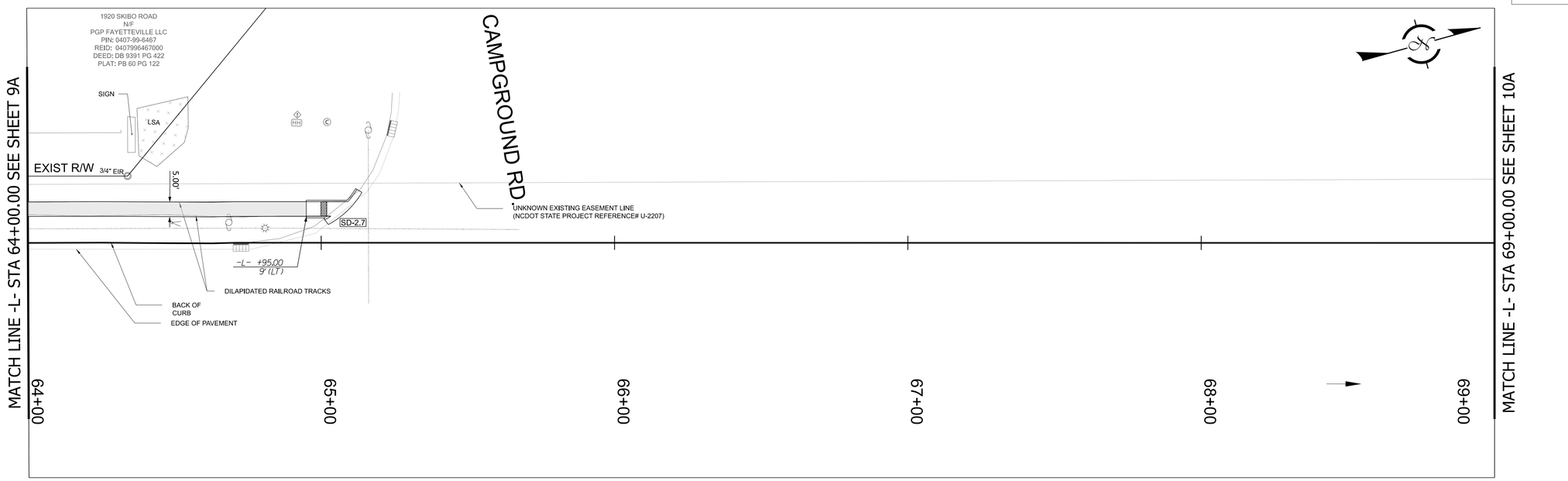
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9A



PROPOSED SIDEWALK

9B



PROPOSED SIDEWALK

SKIBO ROAD SIDEWALK

SHEET NUMBER 9 of 20

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391 MICHAEL D. PEKAREK
Signed by: Michael Pekarek
33F960AFEDAE4FF...
16-Sep-2024

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	
PROJECT NAME :	EB-6030 US 401 SIDEWALK
DATE:	3/16/2023

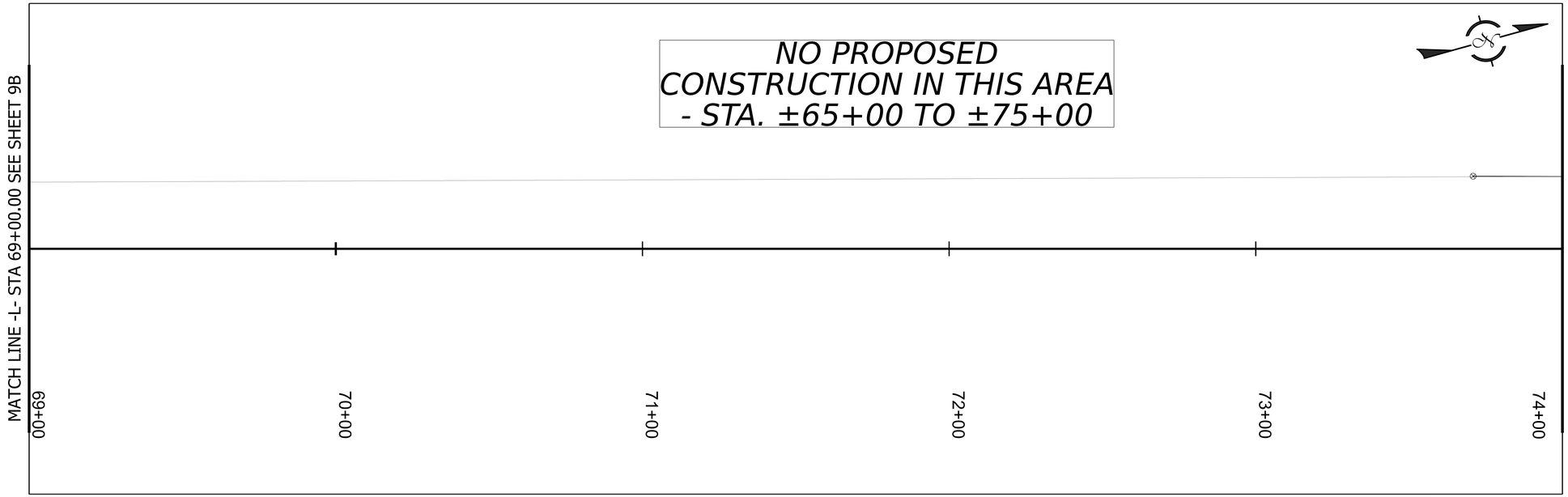
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NCDOT # EB-6030

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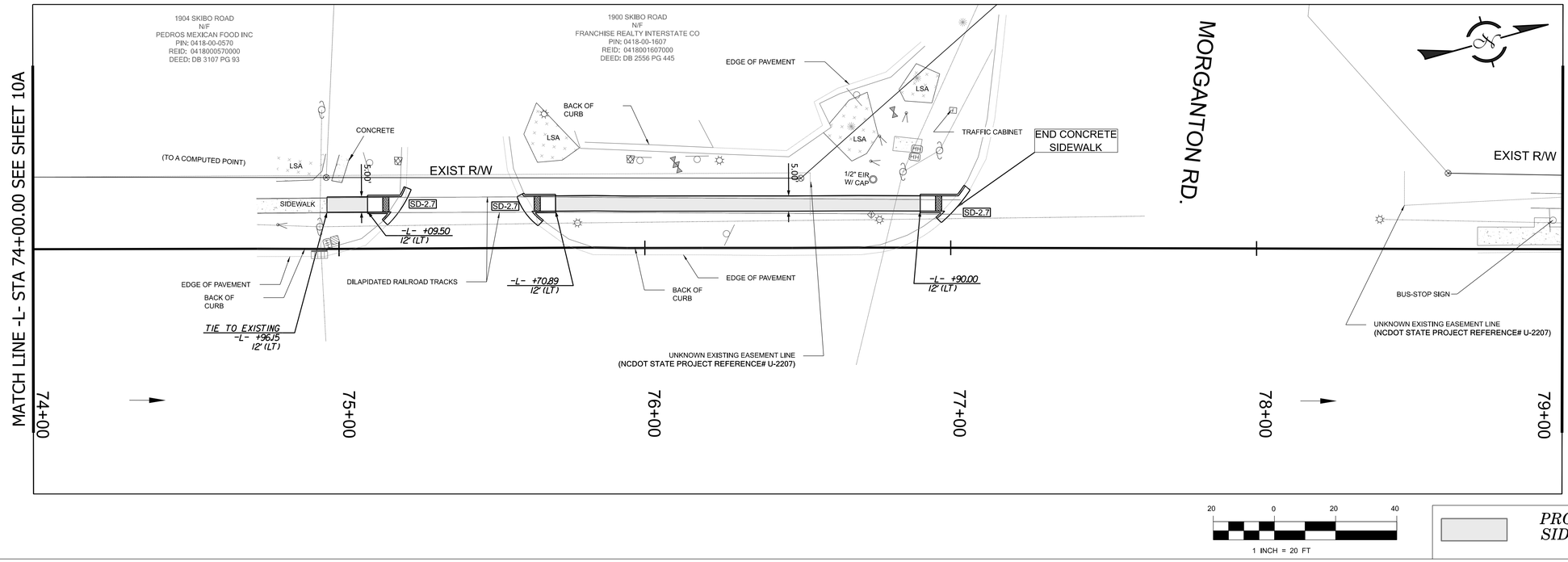
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5/14/99

10A



10B



SKIBO ROAD SIDEWALK

SHEET NUMBER 10 of 20

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL SEAL 27391 ENGINEER MICHAEL DEHARDT PEKAREK
Designed by:
33F960AFEDAE4FF...
Michael Pekarek
16-Sep-2024

REVISIONS:

REV.	
1	

PROJECT NAME: EB-6030 US 401 SIDEWALK
SCALE: 1" = 20'
DATE: 3/16/2023

DRAWN: HDC
DESIGN: HDC
CHECK: MDP
APPROVED:

PROJECT # WO-009
NCDOT # EB-6030

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$$$$USERNAME$$$$
$$$$USERNAME$$$$
$$$$SYSTIME$$$$

Docusign Envelope ID: 6DD8D305-CDF7-4B8E-A6CF-EB190ED33B6E

5/14/99

11A

PROPOSED MULTI-USE TRAIL

11B

PROPOSED MULTI-USE TRAIL

SKIBO ROAD SIDEWALK

SHEET NUMBER 11 of 20

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391 MICHAEL DANIEL PEKAREK

Signed by:
Michael Pekarek
33F960AFEDAE4FF
16-Sep-2024

REVISIONS:

REV.	
1	

PROJECT NAME :	EB-6030 US 401 SIDEWALK
DATE:	3/16/2023
DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

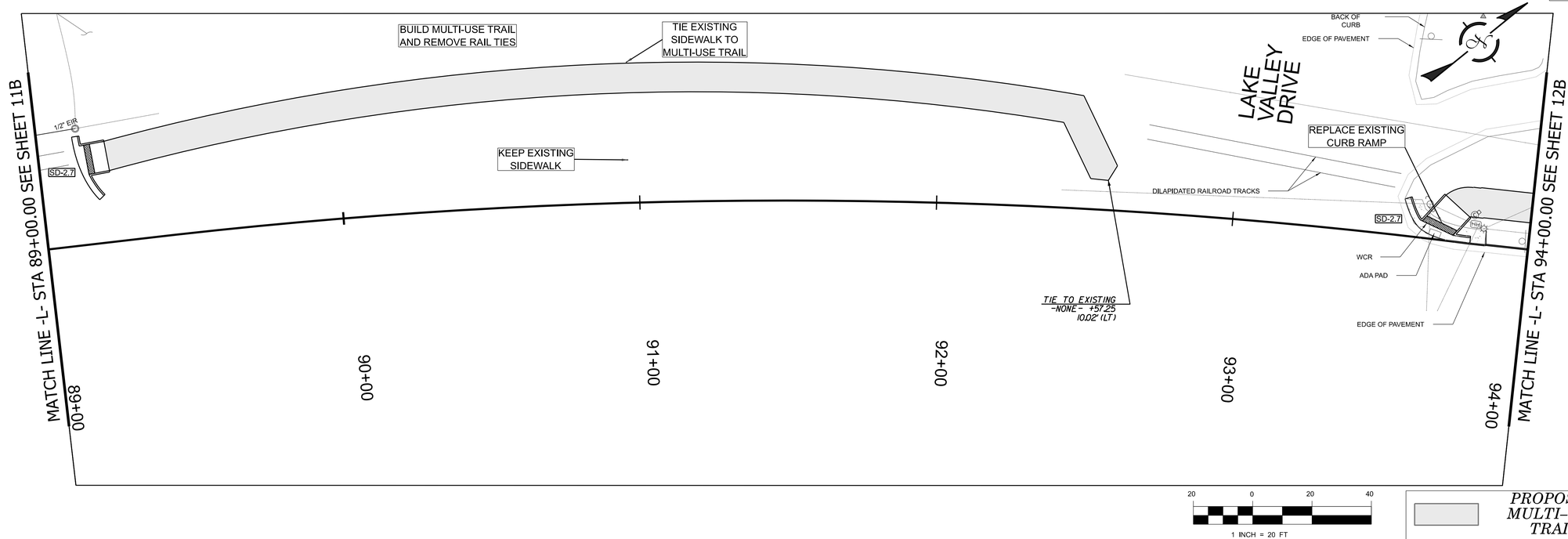
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NCDOT # EB-6030

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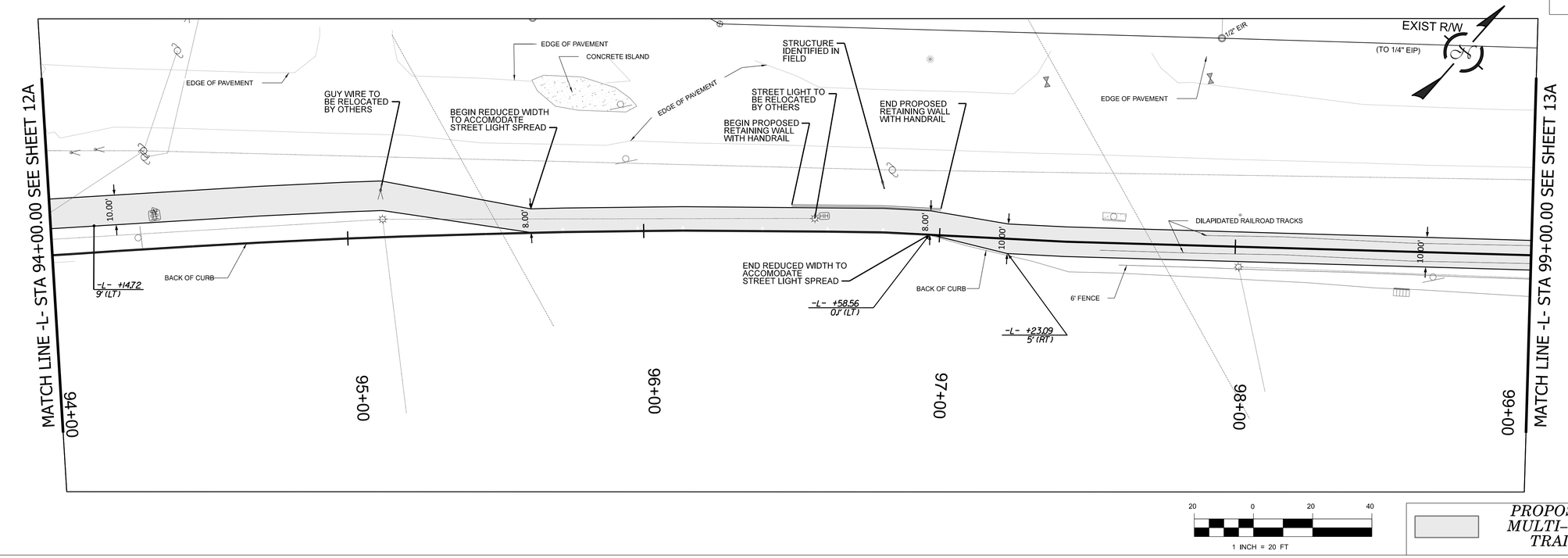
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5/14/99

12A



12B



SKIBO ROAD SIDEWALK

SHEET NUMBER 12 of 20

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391 MICHAEL DAVID PEKAREK

Signed by:
Michael Pekarek
33F960AFEDAE4FF...
16-Sep-2024

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

PROJECT NAME : EB-6030 US 401 SIDEWALK
SCALE : 1" = 20'
DATE: 3/16/2023

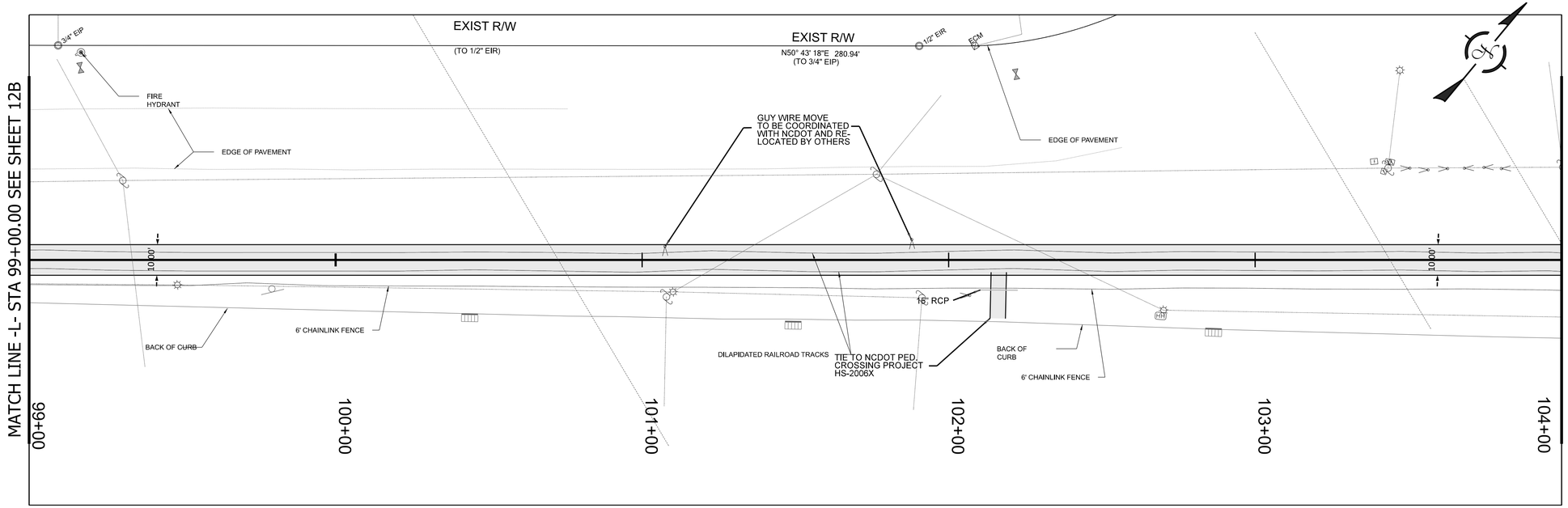
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NCDOT # EB-6030

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5/14/99

13A

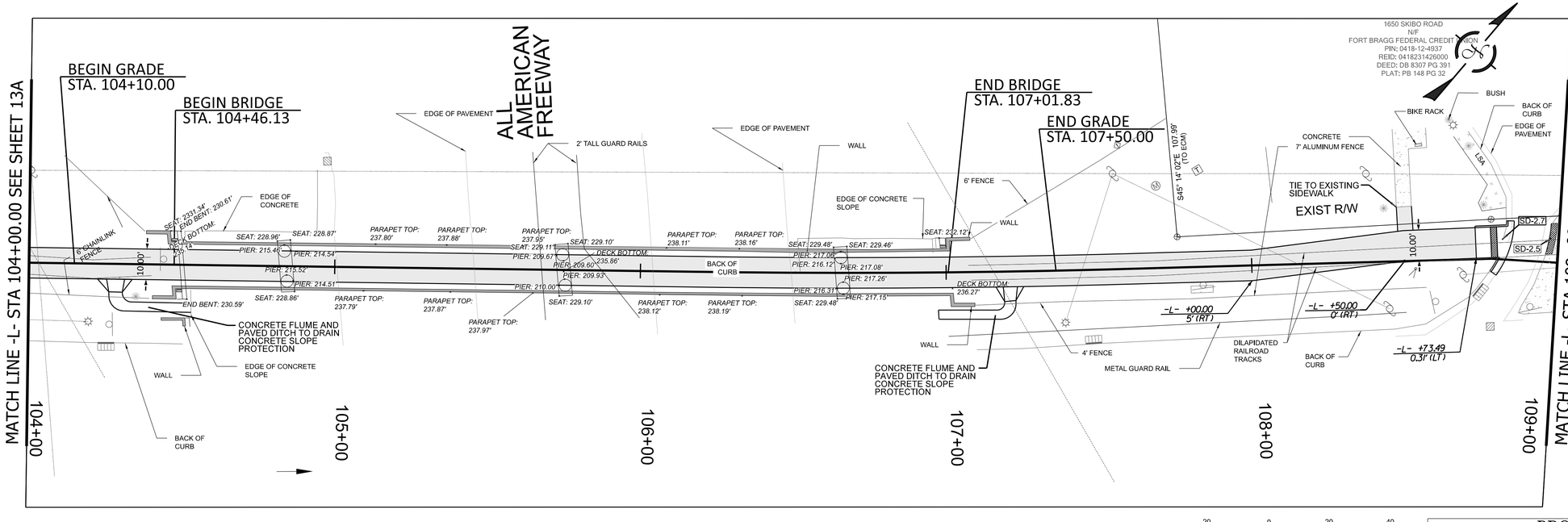


20 0 20 40

1 INCH = 20 FT

PROPOSED MULTI-USE TRAIL

13B



20 0 20 40

1 INCH = 20 FT

PROPOSED MULTI-USE TRAIL

SKIBO ROAD SIDEWALK

SHEET NUMBER 13 of 20

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391 MICHAEL DAVID PEKAREK

Signed by: Michael Pekarek
33F960AFEDAE4FF
16-Sep-2024

REVISIONS:

REV.	
1	

PROJECT NAME :	EB-6030 US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3 /16 /2023

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

PROJECT # WO-009
NCDOT # EB-6030

$$$$SYSTIME$$$$
$$$$USERNAME$$$$

Docusign Envelope ID: 6DD8D305-CDF7-4B8E-A6CF-EB190ED33B6E

5/14/99

14A

PROPOSED MULTI-USE TRAIL

14B

PROPOSED MULTI-USE TRAIL

SKIBO ROAD SIDEWALK

SHEET NUMBER 14 of 20

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391 MICHAEL DAVID PEKAREK
Signed by: Michael Pekarek
33F960AFEDAE4FF
16-Sep-2024

REVISIONS:

REV.	
1	

PROJECT NAME :	EB-6030 US 401 SIDEWALK
DATE:	3/16/2023
DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

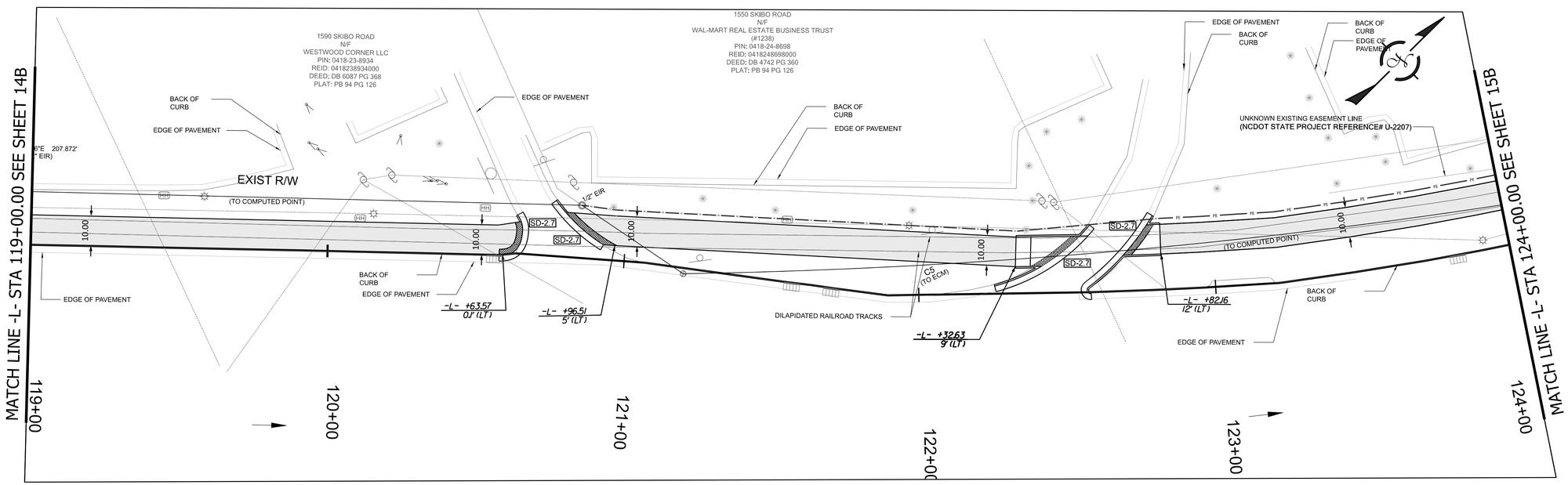
PROJECT # WO-009
NCDOT # EB-6030

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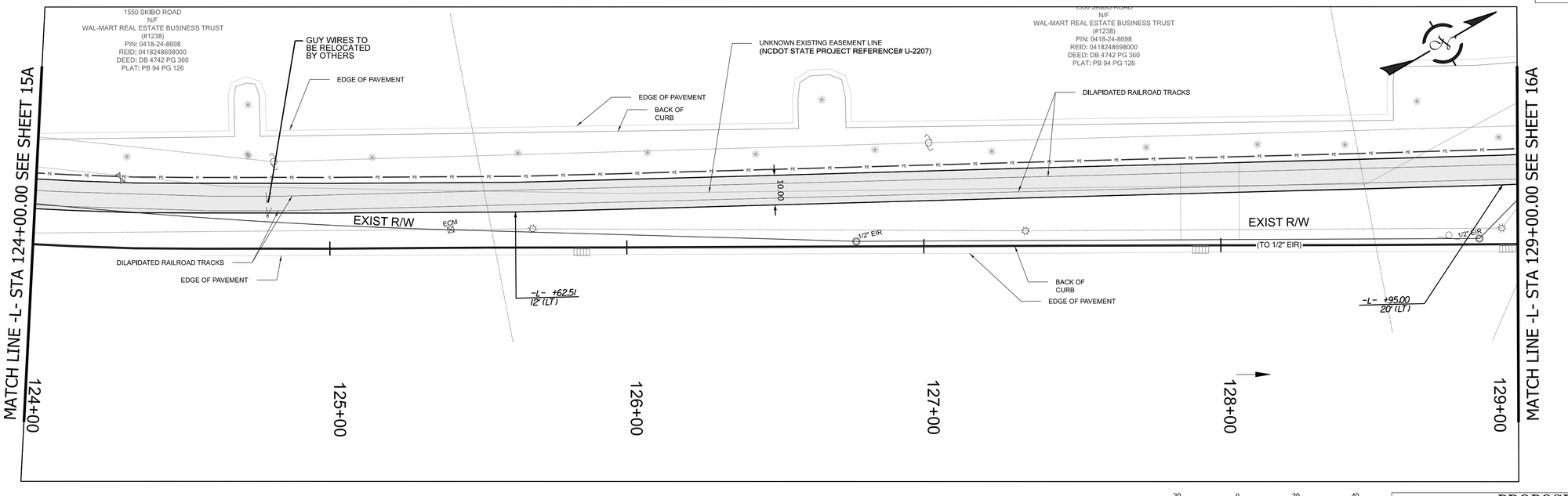
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5/14/99

15A



15B



SKIBO ROAD SIDEWALK

SHEET NUMBER 15 of 20

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391 MICHAEL DEWAYNE PEKAREK

Signed by: Michael Pekarek
33F960AFEDAE4FF...
16-Sep-2024

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

PROJECT NAME : EB-6030 US 401 SIDEWALK
SCALE : 1" = 20'
DATE: 3/16/2023

PROJECT # WO-009
NCDOT # EB-6030

$$$$SYSTIME$$$$
$$$$USERNAME$$$$
$$$$RUNDATE$$$$

Docusign Envelope ID: 6DD8D305-CDF7-4B8E-A6CF-EB190ED33B6E

5/14/99

16A

PROPOSED MULTI-USE TRAIL

16B

PROPOSED MULTI-USE TRAIL

SKIBO ROAD SIDEWALK

SHEET NUMBER 16 of 20

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391 MICHAEL DAVID PEKAREK

Signed by: Michael Pekarek
33F960AFEDAE4FF...
16-Sep-2024

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

PROJECT NAME :	EB-6030 US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3/16/2023

PROJECT # WO-009

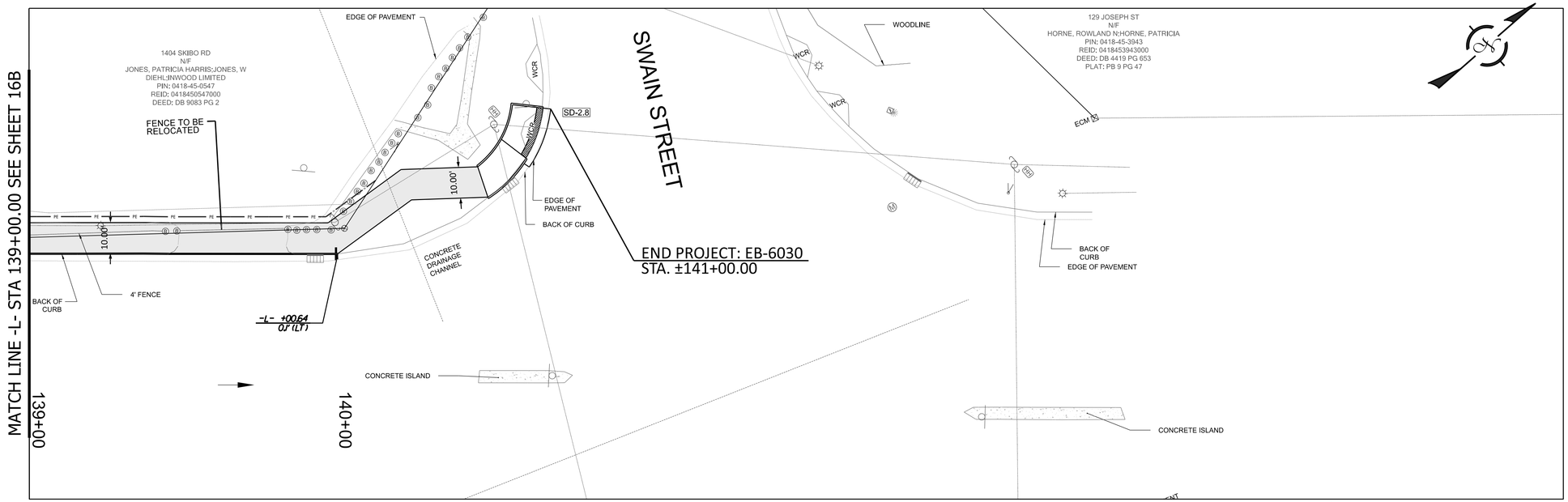
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Docusign Envelope ID: 6DD8D305-CDF7-4B8E-A6CF-EB190ED33B6E

5/14/99

17A



20 0 20 40
1 INCH = 20 FT
PROPOSED MULTI-USE TRAIL

SKIBO ROAD SIDEWALK

SHEET NUMBER 17 of 20

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
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ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27391 MICHAEL DAVID PEKAREK
Signed by: Michael Pekarek
33F960AFEDAE4FF
16-Sep-2024

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

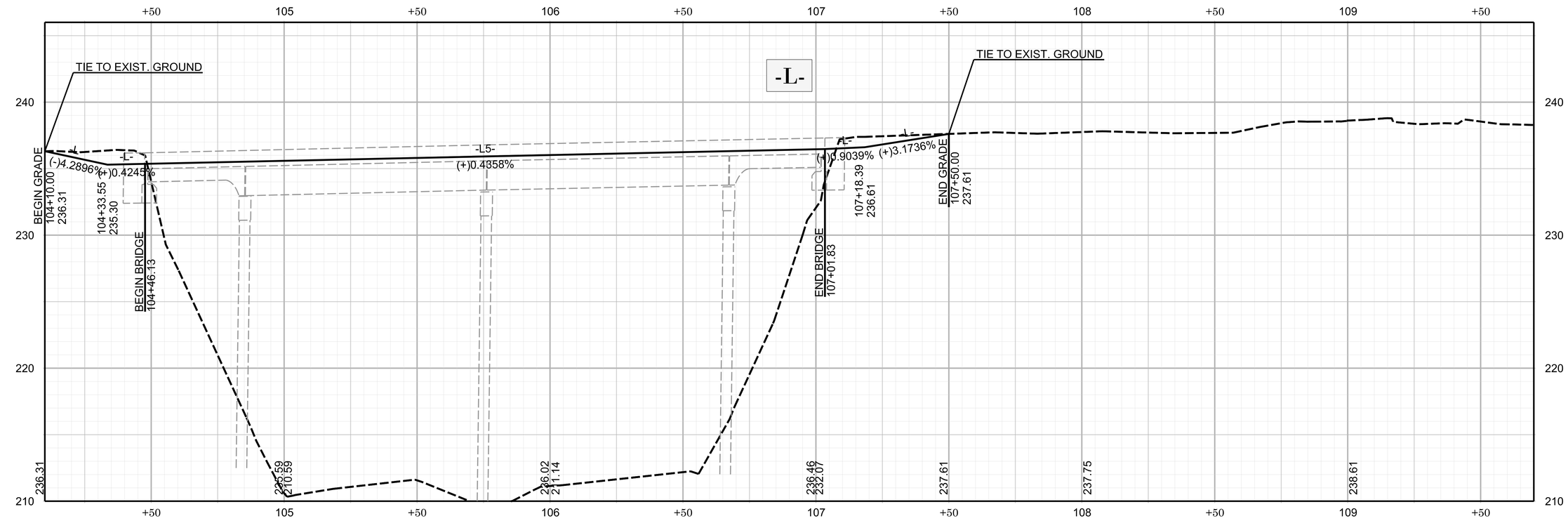
PROJECT NAME : EB-6030 US 401 SIDEWALK
SCALE : 1" = 20'
DATE: 3/16/2023

PROJECT # WO-009
NCDOT # EB-6030

$$$$$$$$SYSTIME$$$$$$$$
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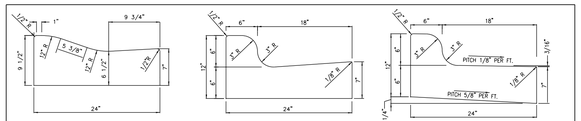
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SEE PLAN VIEW
SHEET 13

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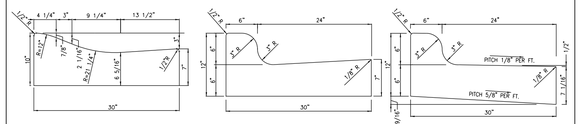
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TYPICAL 24" ROLL-BACK CURB

TYPICAL 24" VERTICAL CURB

TYPICAL 24" SPILL-OFF CURB



TYPICAL 30" ROLL CURB

TYPICAL 30" VERTICAL CURB

TYPICAL 30" SPILL-OFF CURB

NOTES

1. ALL CURBS CONSTRUCTED OF 3000 PSI CONCRETE.
2. CONTRACTION JOINTS EVERY 10', EXPANSION JOINTS EVERY 30'.
3. CURB SHALL BE DEPRESSED AT INTERSECTIONS TO PROVIDE FOR FUTURE ACCESSIBLE RAMPS.
4. TOP 6" OF SUBGRADE BENEATH THE CURB AND GUTTER SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.

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24" AND 30" CURB DETAILS

Rev. Date: 26 JAN 21 | Not to Scale | Review Date: 26 JAN 21 | SD-1

1. CONSTRUCT THE WALKING SURFACE WITH SLIP RESISTANCE AND A 70% CONTRASTING COLOR TO THE SIDEWALK. WHEELCHAIR RAMP SHALL ALSO INCLUDE A BLACK, TRUNCATED DOME STRIP.
2. CROSSWALK WIDTHS AND CONFIGURATION VARY BUT MUST CONFORM TO TRAFFIC DESIGN STANDARDS.
3. NORTH CAROLINA GENERAL STATUTE 136-44.14 REQUIRES THAT ALL STREET CURBS BEING CONSTRUCTED OR RECONSTRUCTED FOR MAINTENANCE PROCEDURES, TRAFFIC OPERATIONS, REPAIRS, CORRECTION OF UTILITIES OR ALTERED FOR ANY REASON AFTER SEPTEMBER 1, 1973 SHALL PROVIDE WHEELCHAIR RAMPS FOR THE PHYSICALLY DISABLED AT ALL INTERSECTIONS WHERE BOTH CURB AND GUTTER AND SIDEWALKS ARE PROVIDED AND AT OTHER POINTS OF PEDESTRIAN FLOW.

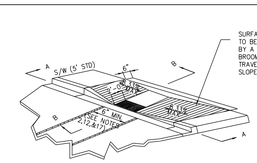
   IN ADDITION, SECTION 228 OF THE 1973 FEDERAL AID HIGHWAY SAFETY ACT REQUIRES PROVISION OF CURB RAMPS ON ANY CURB CONSTRUCTION AFTER JULY 1, 1976 WHETHER A SIDEWALK IS PROPOSED INITIALLY OR IS PLANNED FOR A FUTURE DATE.

   THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990 EXTENDS TO INDIVIDUALS WITH DISABILITIES. COMPREHENSIVE CIVIL RIGHTS PROTECTIONS SIMILAR TO THOSE PROVIDED TO PERSONS ON THE BASIS OF RACE, SEX, NATIONAL ORIGIN AND RELIGION UNDER THE CIVIL RIGHTS ACT OF 1964. THESE CURB RAMPS HAVE BEEN DESIGNED TO COMPLY WITH THE CURRENT ADA STANDARDS.
4. PROVIDE WHEELCHAIR RAMPS AT LOCATIONS AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. LOCATE WHEELCHAIR RAMPS AS DIRECTED BY THE ENGINEER WHERE EXISTING LIGHT POLES, FIRE HYDRANTS, DROP INLETS, ETC. AFFECT PLACEMENT. WHERE TWO RAMPS ARE INSTALLED NOT LESS THAN 2 FEET OF FULL HEIGHT CURB SHALL BE PLACED BETWEEN THE RAMPS. PLACE DUAL RAMPS AS NEAR PERPENDICULAR TO THE TRAVEL LANE BEING CROSSED AS POSSIBLE.
5. PAY FOR ALL VARIABLE DEPTH CONCRETE USED FOR CONSTRUCTION OF WHEELCHAIR RAMPS AS CONCRETE WHEELCHAIR RAMPS AS DESCRIBED ON PROJECT SPECIFICATIONS.
6. PAY FOR ALL DEPRESSED CURBS AT WHEELCHAIR RAMPS AS THE TYPE CURB AND GUTTER USED ADJACENT TO DEPRESSED CURB. (LN. FT.)
7. SUCH PRICES AND PAYMENTS WILL BE CONSIDERED FULL COMPENSATION FOR ALL MATERIALS, LABOR, EQUIPMENT, TOOLS AND INCIDENTALS NECESSARY TO SATISFACTORILY COMPLETE THE WORK.
8. DO NOT EXCEED 0.08 (1:12) SLOPE ON THE WHEELCHAIR RAMP IN RELATIONSHIP TO THE GRADE OF THE STREET.
9. CONSTRUCT WHEELCHAIR RAMPS 48" (ADA STANDARD) OR GREATER FOR DUAL RAMPS.
10. USE CLASS "B" CONCRETE WITH A SIDEWALK FINISH IN ORDER TO OBTAIN A ROUGH NON-SKID TYPE SURFACE.
11. PLACE A 1/2" EXPANSION JOINT WHERE THE CONCRETE WHEELCHAIR RAMP JOINS THE CURB AND AS SHOWN ON SD-2.
12. PLACE THE INSIDE PEDESTRIAN CROSSWALK LINES NO CLOSER IN THE INTERSECTION BY BISECTING THE INTERSECTION RADII, WITH ALLOWANCE OF A 4' CLEAR ZONE IN THE VEHICULAR TRAVELWAY WHEN ONE RAMP IS INSTALLED. (SEE NOTE 17)
13. COORDINATE THE CURB CUT AND THE PEDESTRIAN CROSSWALK LINES SO THE FLOOR OF THE WHEELCHAIR RAMP WILL FALL WITHIN THE PEDESTRIAN CROSSWALK LINES. PLACE DIAGONAL RAMPS WITH FLARED SIDES SO 24" OF FULL HEIGHT CURB FALLS WITHIN THE CROSSWALK MARKINGS ON EACH SIDE OF THE FLARES.
14. CONSTRUCT THE PEDESTRIAN CROSSWALK A MINIMUM OF 6 FEET. A CROSSWALK WIDTH OF 10 FEET OR GREATER IS DESIRABLE.
15. USE STOP LINES, NORMALLY PERPENDICULAR TO THE LANE LINES, WHERE IT IS IMPORTANT TO INDICATE THE POINT BEHIND WHICH VEHICLES ARE REQUIRED TO STOP IN COMPLIANCE WITH A TRAFFIC SIGNAL, STOP SIGN OR OTHER LEGAL REQUIREMENT. AN UNUSUAL APPROACH SKEW MAY REQUIRE THE PLACEMENT OF THE STOP LINE TO BE PARALLEL TO THE INTERSECTING ROADWAY.
16. TERMINATE PARKING A MINIMUM OF 20 FEET BACK OF PEDESTRIAN CROSSWALK.
17. PLACE ALL PAVEMENT MARKINGS IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION AND THE NORTH CAROLINA SUPPLEMENT TO THE MUTCD.

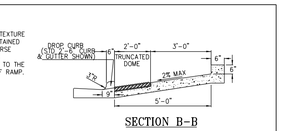
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WHEELCHAIR RAMP NOTES

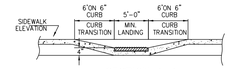
Rev. Date: 26 JAN 21 | Not to Scale | Review Date: 26 JAN 21 | SD-2.3



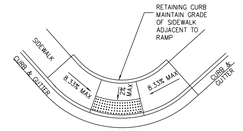
ISOMETRIC VIEW



SECTION B-B



SECTION A-A



PLAN VIEW

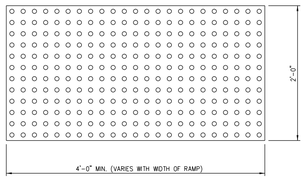
NOTE: WHEN DUAL PARALLEL RAMPS ARE BEING PLACED, A 4' LANDING SHALL BE INSTALLED BETWEEN THE TWO RAMPS.

SEE SHEET SD-2.3 FOR WHEELCHAIR RAMP NOTES.

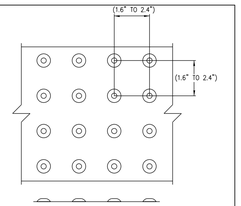
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DETAIL OF PARALLEL CURB WHEELCHAIR RAMP

Rev. Date: 26 JAN 21 | Not to Scale | Review Date: 26 JAN 21 | SD-2.4



TRUNCATED DOME PLAN VIEW



TRUNCATED DOME SPACING



TRUNCATED DOME SECTION

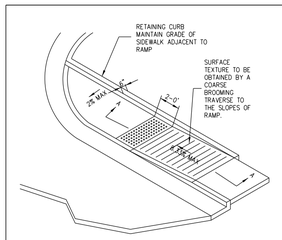
NOTES:

1. ALL DETECTABLE WARNING DEVICES USED IN NEW CONSTRUCTION SHALL BE OF A RIGID PRECAST OR EMBEDDED PRODUCT APPROVED BY THE CITY ENGINEER. RETRO FIT MATS WILL ONLY BE ALLOWED ON EXISTING RAMPS WITH PRIOR APPROVAL OF THE CITY ENGINEER FOR MATERIAL TYPE AND INSTALLATION (IE. RESURFACING).
2. WIDTH OF DETECTABLE WARNING AREA SHALL BE A MINIMUM OF 4 FEET AND VARY WITH WIDTH OF RAMP.
3. LENGTH OF DETECTABLE WARNING AREA SHALL BE 2 FEET REGARDLESS OF SECTION WIDTH.
4. DETECTABLE WARNING AREA CAN BE SQUARE WHERE USED IN A CURB RADIUS.
5. DETECTABLE WARNING DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOMES.
6. IF PAVERS ARE TO BE USED, PAVERS SHALL BE 6" THICK AND CAST FROM 5000 psi CONCRETE.
7. MATS ARE TO BE RIGID WITH TURN DOWN EDGES EMBEDDED IN CONCRETE TO ELIMINATE TRIP HAZARD.
8. TRUNCATED DOMES ARE TO BE BLACK IN COLOR.

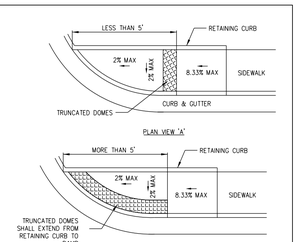
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TRUNCATED DOME DETAILS

Rev. Date: 26 JAN 21 | Not to Scale | Review Date: 26 JAN 21 | SD-2.5



ISOMETRIC VIEW



PLAN VIEW 'B'

NOTE:
IF THE DISTANCE BETWEEN THE ROADWAY AND THE RAMP IS LESS THAN 5', THEN TRUNCATED DOMES SHALL BE INSTALLED AS SHOWN IN PLAN VIEW 'A'. WHEN THE DISTANCE IS GREATER THAN 5', TRUNCATED DOMES SHALL BE INSTALLED AS SHOWN IN PLAN VIEW 'B'.

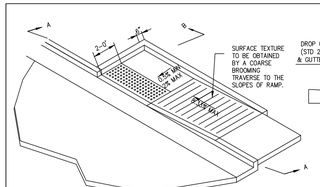
SECTION A-A

SEE SHEET SD-2.3 FOR WHEELCHAIR RAMP NOTES.

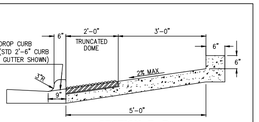
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DIRECTIONAL CURB RAMP

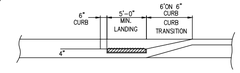
Rev. Date: 26 JAN 21 | Not to Scale | Review Date: 26 JAN 21 | SD-2.7



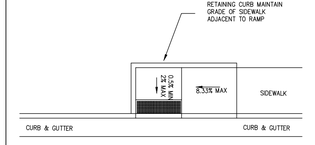
ISOMETRIC VIEW



SECTION B-B



SECTION A-A



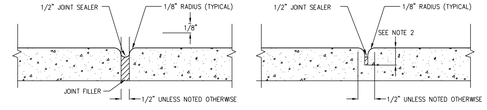
PLAN VIEW

SEE SHEET SD-2.3 FOR WHEELCHAIR RAMP NOTES.

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PARALLEL CURB SINGLE WING WHEELCHAIR RAMP

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EXPANSION JOINT

CONTRACTION JOINT

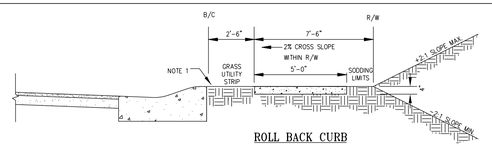
NOTES:

1. CONTRACTION JOINTS IN CURB AND GUTTER SHALL BE SPACED AT 10-FOOT INTERVALS. SIDEWALK CONTRACTION JOINTS SHALL BE SPACED AT 5-FOOT INTERVALS. JOINT SPACING MAY BE ALTERED BY THE CITY ENGINEER TO PREVENT UNCONTROLLED CRACKING.
2. CONTRACTION JOINTS SHALL BE MINIMUM 1" DEEP WHEN INSTALLED BY THE USE OF TEMPLATES OR FORMED BY OTHER APPROVED METHODS. WHERE SUCH JOINTS ARE NOT FORMED BY TEMPLATES, A MINIMUM DEPTH OF 1 1/2" SHALL BE OBTAINED.
3. ALL EXPANSION JOINTS SHALL BE SPACED AT 30-FOOT INTERVALS FOR HAND FORMED, AND ADJACENT TO ALL RIGID OBJECTS. JOINTS SHALL MATCH LOCATIONS WITH JOINTS IN ABUTTING SIDEWALK. IF CURB IS MACHINED A 90' SPACING IS ALLOWABLE
4. REFER TO NCDOT DETAILS 846.01 AND 848.01 FOR MORE INFORMATION.

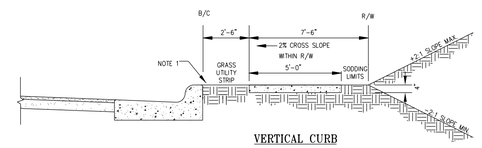
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CONTRACTION AND EXPANSION JOINT

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ROLL BACK CURB



VERTICAL CURB

NOTES:

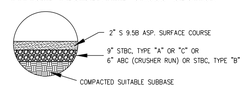
1. VERTICAL CURB - GRASS UTILITY STRIP MAY BE REMOVED UPON APPROVAL OF THE CITY ENGINEER. IF NO GRASS UTILITY STRIP, INSTALL 1/2" EXPANSION JOINT MATERIAL BETWEEN BACK OF CURB AND SIDEWALK.
2. SEE DETAIL SD-3 CONTRACTION AND EXPANSION JOINT.
3. SEE DETAIL SD-9 TYPICAL RESIDENTIAL DRIVEWAY APRON AND DETAIL SD-9.1 TYPICAL COMMERCIAL DRIVEWAY APRON.
4. SODDING LIMITS INCLUDE THE GRASS UTILITY STRIP BETWEEN THE BACK OF CURB AND THE SIDEWALK AS WELL AS 2'-6" BEYOND THE SIDEWALK.
5. SEE TECHNICAL SPECIFICATION SECTION 00455, PART 3, SUB-SECTION 3.02, SUB-PART F.

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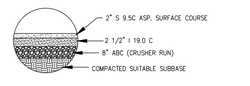
TYPICAL SIDEWALK SECTION & SODDING LIMTS

Rev. Date: 26 JAN 21 | Not to Scale | Review Date: 26 JAN 21 | SD-12

TYPICAL RESIDENTIAL CROSS SECTION



TYPICAL LIGHT & HEAVY COMMERCIAL CROSS SECTION



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TYPICAL CROSS SECTIONS FOR ALL CITY PAVEMENT

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SKIBO ROAD SIDEWALK

SHEET NUMBER 19 of 20

PLAN TYPE DETAILS

FAYETTEVILLE NC — AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL SEAL 27391 ENGINEER Michael Pekarek
DocuSigned by: 6BF900AFEDAE4FF...
16-Sep-2024

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

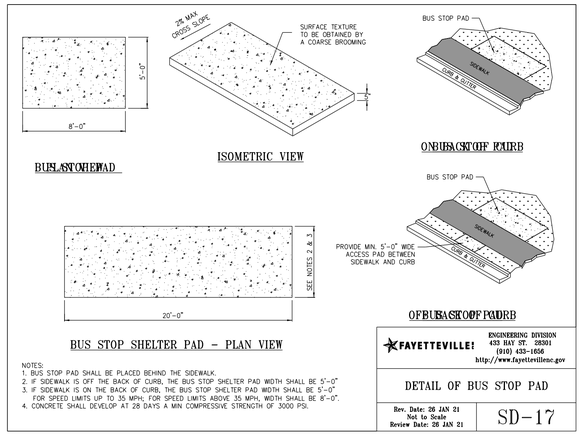
PROJECT # W-009
NCDOT # EB-6030

PROJECT EB-6030
NAME : US 401 SIDEWALK
SCALE :
DATE: 04/18/2023

SYSTIME $$SYSTIME$$
ON $$ON$$
USERNAME $$USERNAME$$

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5/14/99



BUS STOP SHELTER PAD - PLAN VIEW

NOTES:
1. BUS STOP PAD SHALL BE PLACED BEHIND THE SIDEWALK.
2. IF SIDEWALK IS OFF THE BACK OF CURB, THE BUS STOP SHELTER PAD WIDTH SHALL BE 5'-0" FOR SPEED LIMITS UP TO 35 MPH. FOR SPEED LIMITS ABOVE 35 MPH, WIDTH SHALL BE 8'-0".
3. IF SIDEWALK IS ON THE BACK OF CURB, THE BUS STOP SHELTER PAD WIDTH SHALL BE 5'-0" FOR SPEED LIMITS UP TO 35 MPH. FOR SPEED LIMITS ABOVE 35 MPH, WIDTH SHALL BE 8'-0".
4. CONCRETE SHALL DEVELOP AT 28 DAYS A MIN COMPRESSIVE STRENGTH OF 3000 PSI.

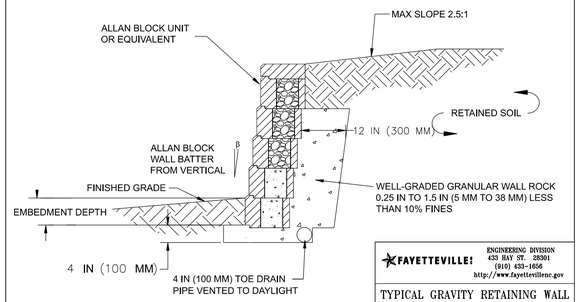
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DETAIL OF BUS STOP PAD

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Not to Scale
Review Date: 26 JAN 21

SD-17

REFER TO DESIGN DETAILS: ALLAN BLOCK TYPICAL REINFORCED WALL APPLICATION FOR ALL OTHER NOTES, DETAILS AND SPECIFICATIONS.



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TYPICAL GRAVITY RETAINING WALL SHEET 1 OF 2

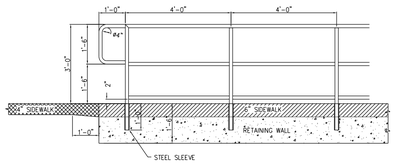
Rev. Date: 03MAR22
Not to Scale

1. THE STANDARD GRAVITY RETAINING WALL IS BASED ON THE FOLLOWING ASSUMED SOIL PARAMETERS:
   FOOTING SLOPE UNIT WEIGHT = 120 PCF, COHESION = 0 PSF, FRICTION ANGLE = 25 DEGREES IF GROUNDWATER IS WITHIN 5 FT OF THE BOTTOM OF THE FOOTING, THE DEPTH OF GROUNDWATER IS MORE THAN 5 FT BELOW THE BOTTOM OF THE FOOTING.
2. DO NOT USE THE STANDARD GRAVITY RETAINING WALL IF THE ASSUMED SOIL PARAMETERS ARE NOT APPLICABLE OR IF GROUNDWATER IS PRESENT ABOVE THE BOTTOM OF THE FOOTING.
3. DO NOT USE THE STANDARD GRAVITY RETAINING WALL WHEN VERY LOOSE, SOFT OR UNSUITABLE SOIL CONDITIONS ARE PRESENT BELOW THE WALL.
4. CONSTRUCT GRAVITY RETAINING WALLS OF CAST-IN-PLACE REINFORCED CONCRETE AND A BRICK VENEER, IF REQUIRED, IN ACCORDANCE WITH THIS STANDARD DRAWING. FURNISH AND PLACE CONCRETE, REINFORCING STEEL, BRICK MASONRY AND TIES, JOINT FILLERS AND SEALERS, CURING AGENTS, AND ALL OTHER MATERIALS AND EQUIPMENT; ERECT AND REMOVE AND FALSEWORK AND FORMS; PROTECT CONCRETE IN WIND, RAIN, LOW HUMIDITY, HIGH TEMPERATURES, OR OTHER UNFAVORABLE WEATHER; CONSTRUCT JOINTS AND WEEP HOLES; FINISH AND CURE CONCRETE; PROTECT CONCRETE FROM RUST STAINS; PLACE STONE DRAINS AND SUBDRAIN FINE AGGREGATE; PLACE AND COMPACT BACKFILL; AND EXCAVATE FOR WALLS.
5. EXCAVATE AS NECESSARY FOR GRAVITY RETAINING WALLS. NOTIFY THE ENGINEER WHEN FOUNDATION EXCAVATION IS COMPLETE. DO NOT PLACE ANY CONCRETE UNTIL THE FOUNDATION HAS BEEN APPROVED BY THE ENGINEER. ALL MATERIAL UNSUITABLE TO BE UNACCEPTABLE, UNDERCUT THE FOUNDATION MATERIAL AND BACKFILL WITH AN APPROVED SELECT MATERIAL AS DIRECTED BY THE ENGINEER.
6. IF REQUIRED, INSERT SLEEVES FOR FENCE POSTS IN THE TOP OF THE WALL IN ACCORDANCE WITH SECTION 866 OF THE NCDOT STANDARD SPECIFICATIONS. USE CLASS A CONCRETE AND PROVIDE A CLASS 1 SURFACE FINISH FOR ALL EXPOSED SURFACES.
7. IF THE GRADE BEHIND THE WALL SLOPES TOWARD THE WALL, SEAL THE JOINT BETWEEN THE WALL AND THE ASPHALT OR CONCRETE WITH JOINT SEALER. IF A CONCRETE PAVED DITCH IS REQUIRED BEHIND THE WALL, THE SLOPING BACKWALL OF THE GRAVITY RETAINING WALL FORMS HALF THE CONCRETE PAVED DITCH.
8. IF A BRICK VENEER IS REQUIRED AS SHOWN ON THE PLANS, CONSTRUCT BRICK MASONRY IN ACCORDANCE WITH SECTION 830 OF THE NCDOT STANDARD SPECIFICATIONS. ANCHOR BRICK VENEER WITH APPROVED BRICK TO CONCRETE ANCHORS ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS WITH A MINIMUM VERTICAL SPACING OF 16 IN AND A MINIMUM HORIZONTAL SPACING OF 32 IN WITH EACH ROW STAGGERED 16 IN FROM THE ROW OF ANCHORS ABOVE AND BELOW.
9. DETERMINE EXACT LOCATION, QUANTITIES, BOTTOM OF FOOTING ELEVATION AND WALL HEIGHT WITH THE ENGINEER. DO NOT PLACE CONCRETE UNTIL OBTAINING APPROVAL OF THE EXCAVATION DEPTH AND SOLID PARAMETERS BY THE PROJECT ENGINEER OF RECORD.
10. USE CLASS "A" CONCRETE AND PROVIDE CLASS 1 SURFACE FINISHING FOR ALL EXPOSED SURFACES.
11. PROVIDE 3 IN DIAMETER WEEP HOLES ON 10 FT CENTERS ALONG THE WALL. SLOPE WEEP HOLES ON A 1 IN PER FOOT SLOPE THROUGH THE WALL SO THAT WATER DRAINS OUT OF THE FRONT OF THE WALL.
12. PLACE A STONE DRAIN CONSISTING OF 1 CUBIC FT OF #78M STONE CONTAINED IN A BAG OF POROUS FABRIC AT EACH WEEP HOLE. PLACE SUBDRAIN FINE AGGREGATE BENEATH, AROUND AND OVER THE STONE DRAIN SO THAT THE STONE DRAIN IS COVERED BY A LAYER OF SUBDRAIN FINE AGGREGATE AT LEAST 1 FT THICK. PLACE A HORIZONTAL DRAIN OF SUBDRAIN FINE AGGREGATE AT LEAST 1 FT SQUARE IN CROSS SECTION TO CONNECT ALL STONE DRAINS.
13. PLACE A VERTICAL DRAIN OF SUBDRAIN FINE AGGREGATE AT LEAST 1 FT SQUARE IN CROSS SECTION AT EACH WEEP HOLE TO AN ELEVATION OF 2 FT BELOW THE SURFACE OF THE EMBANKMENT.
14. PROVIDE GROOVED CONTRACTION JOINT EVERY 10 FT AND EXPANSION JOINTS EVERY 30 FT ALONG THE WALL.
15. USE CONCRETE WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI. COMPACT BACKFILL IN ACCORDANCE WITH SUBARTICLE 235-4(C) OF THE NCDOT STANDARD SPECIFICATIONS. PLACE BACKFILL WITHIN 3 FT OF THE BACK OF THE WALL WITH HAND OPERATED EQUIPMENT. DO NOT OPERATE HEAVY EARTH MOVING EQUIPMENT WITHIN 10 FT OF THE BACK OF THE WALL.
16. WHEN A CONSTRUCTION JOINT IS LOCATED AT THE BASE OF THE WALL IN SECTION, PROVIDE A MINIMUM OF THREE #4 DOWELS AT AN EQUAL SPACING. SPACE ALL DOWELS AT 1.5 FT CENTERS ALONG THE LENGTH OF THE WALL. WHEN A PERMITTED CONSTRUCTION JOINT IS UTILIZED AS SHOWN ON SHEET 1, THE #4 DOWELS TO BE INSTALLED SHALL BE GRADE 60.
17. THE TRAFFIC SURCHARGE CONDITION (CONSIDERED EQUIVALENT TO A 2 FT SURCHARGE ACCORDANCE TO ASSHTO 3.20.3) REPRESENTS A LIVE LOAD FROM TRUCK TRAFFIC.
18. INSTALL CCG STANDARD #445 HANDRAIL OF CCG STANDARD #446 SAFETY RAIL AS SPECIFIED ON THE PLANS. WHEN HANDRAIL OF SAFETY RAIL IS REQUIRED, INSERT SLEEVES IN THE TOP OF THE GRAVITY WALL FOR MOUNTING OF POSTS.
19. REMOVAL OF FORMS SHALL BE PERMITTED ANY TIME AFTER 3 HOURS IF THE CONCRETE IS SUFFICIENTLY SET TO ENABLE FORM REMOVAL WITHOUT DAMAGE TO THE CONCRETE.
20. THE ENGINEER ON RECORD FOR THE PROJECT SHALL REVIEW CLASS A CONCRETE MIX DESIGNS PROVIDED BY ALL CONCRETE SUPPLIERS UTILIZED FOR THE PROJECT. THE COG SHALL RECEIVE A COPY OF THE APPROVED CONCRETE MIX DESIGN FROM THE CONTRACTOR PRIOR TO PLACEMENT OF CONCRETE. IF A GENERIC NCDOT APPROVED CONCRETE MIX IS TO BE USED, ALL REQUIRED NCDOT CONCRETE DOCUMENTATION AND APPLICABLE FORMS ARE TO BE DELIVERED WITH EACH LOAD OF CONCRETE AND PROVIDED TO THE COG CONSTRUCTION INSPECTOR ON SITE FOR ACCEPTANCE. CONCRETE MIXES DELIVERED TO THE PROJECT THAT DO NOT MEET THESE REQUIREMENTS WILL BE REJECTED. WHEN A GENERIC NCDOT APPROVED CONCRETE MIX IS USED, AN APPROVED CONCRETE MIX DESIGN FROM THE ENGINEER ON RECORD WILL NOT BE REQUIRED.
21. GRAVITY RETAINING WALLS WILL BE MEASURED AND PAID FOR AS THE ACTUAL NUMBER OF SQUARE FEET OF EXPOSED FACE AREA INCORPORATED INTO THE COMPLETED AND ACCEPTED WALL. THE WALL HEIGHT IS MEASURED AS THE DIFFERENCE BETWEEN THE TOP AND BOTTOM OF THE WALL. THE BOTTOM OF THE WALL IS DEFINED AS THE BOTTOM OF THE FOOTING ELEVATION AT THE FRONT OF THE WALL. THE TOP OF THE WALL IS DEFINED AS THE TOP ELEVATION OF THE COMPLETED WALL, INCLUDING BRICK VENEER IF APPLICABLE. IF A CONCRETE PAVED DITCH IS REQUIRED BEHIND THE WALL, NO PAYMENT WILL BE MADE FOR THE PORTION OF THE DITCH FORMED BY THE SLOPING BACK WALL OF GRAVITY RETAINING WALL. THE PRICE AND PAYMENT WILL BE FULL COMPENSATION FOR ALL ITEMS REQUIRED TO PROVIDE GRAVITY RETAINING WALLS.

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TYPICAL GRAVITY RETAINING WALL SHEET 2 OF 2

Rev. Date: 03MAR22
Not to Scale



NOTES:
1. HORIZONTAL RAIL TO BE 1-1/4" (ADA) I.D. - SCHEDULE 40-TYPE E, GRADE A OR STRONGER (MIN. YIELD STRESS TO BE 30 KSI, WHICH ALLOWS 21.6 KSI DESIGN STRESS.)
2. POSTS TO BE 1-1/2" I.D. - SCHEDULE 80-TYPE E, GRADE A OR STRONGER (MIN. YIELD STRESS TO BE 30 KSI, WHICH ALLOWS 21.6 KSI DESIGN STRESS.)
3. ALL JOINTS TO BE WELDED AND GROUND TO A SMOOTH SURFACE. PREFABRICATED CONNECTIONS MAY BE USED IF APPROVED BY CITY ENGINEER. WELDS ARE REQUIRED TO MEET AMERICAN WELDING SOCIETY SPECIFICATIONS.
4. POSTS TO EMBEDDED A MIN. OF 12" IN A CORE DRILLED HOLE OR PRESET PIPE SLEEVE. SLEEVE SHALL BE SCHEDULE 40, TYPE E, GRADE A STEEL OR STRONGER.
5. FINISH WITH 1 COAT OF PRIMER AND 2 COATS OF ALL WEATHER ENAMEL USE PAINT. A NEUTRAL COLOR TO BE APPROVED BY PROJECT ENGINEER.
6. CONTRACTOR SHALL WARRANT PAINT AND HANDRAIL FOR 1 YEAR.
7. ANY CHANGES FROM ABOVE RAIL DESIGN SHALL BE SUBMITTED OVER SEAL OF REGISTERED N.C. ENGINEER WITH DESIGN CRITERIA AND STRESS CALCULATIONS.
8. ALL CONCRETE TO BE 3000 PSI COMPRESSIVE STRENGTH
9. STEEL SLEEVE TO ACCOMMODATE 1-1/2" I.D. SCHEDULE 80 TYPE E POST.
10. ALLOW A 12" TRANSITION FROM A 4" SIDEWALK TO A 6" SIDEWALK AND VICE VERSA.

FAYETTEVILLE!

SKIBO ROAD SIDEWALK

PLAN TYPE: DETAILS

SHEET NUMBER 20 of 20

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING AND INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

NORTH CAROLINA PROFESSIONAL SEAL 27991 ENGINEER MICHAEL DEMARK PEHARK
33F960AFEDAE4FF...
16-Sep-2024

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	
PROJECT NAME :	EB-6030 US 401 SIDEWALK
SCALE :	
DATE:	04/18/2023

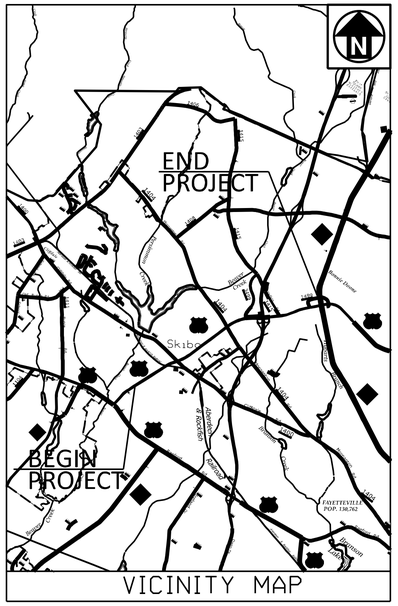
PROJECT # W-009
NCDOT # EB-6030

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PROJECT: EB-6030

TIP #



VICINITY MAP

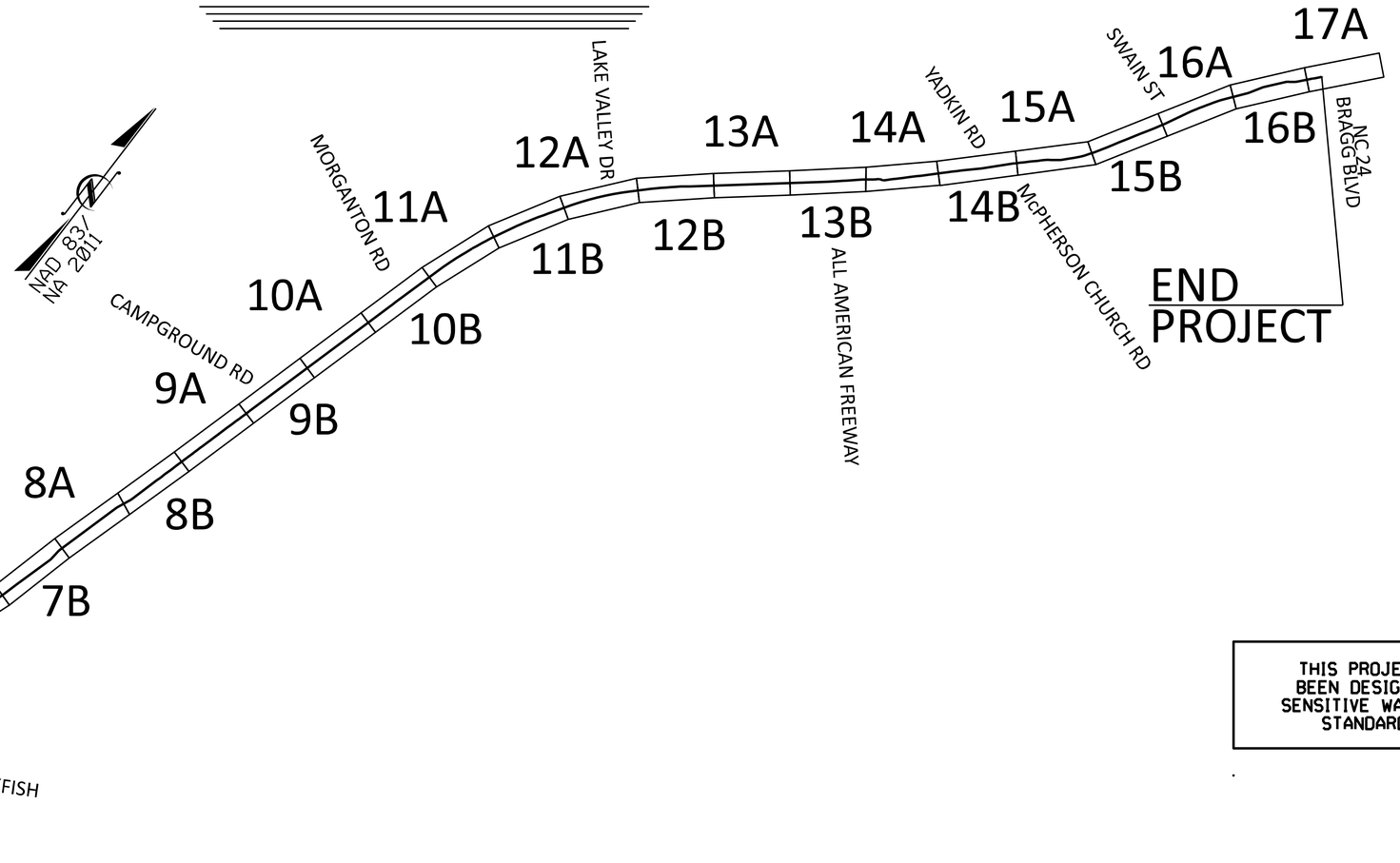
PROJECT LOCATED IN CAPE FEAR RIVER BASIN

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

PLAN FOR PROPOSED
HIGHWAY EROSION CONTROL

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	EB-6030	EC-1	

STATE PROJ. NO.	F. A. PROJ. NO.	DESCRIPTION



THIS PROJECT HAS BEEN DESIGNED TO SENSITIVE WATERSHED STANDARDS.

GRAPHIC SCALE

50 25 0 50 100

PLANS

THESE EROSION AND SEDIMENT CONTROL PLANS COMPLY WITH THE APPLICABLE REGULATIONS SET FORTH BY THE NCG-010000 GENERAL CONSTRUCTION PERMIT EFFECTIVE APRIL 1, 2019 AND ISSUED BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY DIVISION OF WATER RESOURCES.

PLANS PREPARED FOR:

FAYETTEVILLE
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

BY:

MOTT MACDONALD

MOTT MACDONALD I&E, LLC
7621 PURFOY ROAD, SUITE 115
FUQUAY-VARINA, NC 27526
(919) 552-2253
www.mottmac.com
NC LICENSE NO. F-0669

Designed by:

TRENTON J. CORMIER — 3377
NAME — LEVEL III CERTIFICATION NO.

Roadway Standard Drawings

The "Roadway Standard Drawings"- Roadway Design Unit - N. C. Department of Transportation - Raleigh, N. C., dated January 2024 and the latest revison thereto are applicable to this project and by reference hereby are considered a part of these plans.

$$$$$$$SYSTIMESTAMP$$$$$$$
$$$$$$$USERNAME$$$$$$$

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PROJECT REFERENCE NO.	SHEET NO.
EB-6030	EC-02

DIVISION OF HIGHWAYS
STATE OF NORTH CAROLINA

EROSION & SEDIMENT CONTROL LEGEND

Std. #	Description	Symbol
1605.01	Temporary Silt Fence	
1606.01	Special Sediment Control Fence	
1622.01	Temporary Berms and Slope Drains	
1630.02	Silt Basin Type B	
1630.03	Temporary Silt Ditch	TSD
1630.04	Stilling Basin	
1630.05	Temporary Diversion	TD
1630.06	Special Stilling Basin	
1630.07	Skimmer Basin	
1630.08	Tiered Skimmer Basin	
1630.09	Earthen Dam with Skimmer	
	Infiltration Basin	
	Rock Inlet Sediment Trap:	
1632.01	Type A	A
1632.02	Type B	B
1632.03	Type C	C

IF A TYPE C INLET PROTECTION WOULD POSE AS A HAZARD TO TRAFFIC, AN ALTERNATIVE INLET PROTECTION DEVICE CAN BE UTILIZED AS DIRECTED BY THE ENGINEER

Std. #	Description	Symbol
1633.01	Temporary Rock Silt Check Type A	
1633.02	Temporary Rock Silt Check Type B	
1633.03	Temporary Rock Silt Check Type A with Excelsior Matting and Flocculant	
1634.01	Temporary Rock Sediment Dam Type A	
1634.02	Temporary Rock Sediment Dam Type B	
1635.01	Rock Pipe Inlet Sediment Trap Type A	A
1635.02	Rock Pipe Inlet Sediment Trap Type B	B
1636.01	Excelsior Wattle Check	
1636.01	Excelsior Wattle Check with Flocculant	
1636.01	Coir Fiber Wattle Check	
1636.01	Coir Fiber Wattle Check with Flocculant	
1636.02	Silt Fence Excelsior Wattle Break	EW
	Silt Fence Coir Fiber Wattle Break	CFW
1636.03	Excelsior Wattle Barrier	—EW—EW—EW—
1636.03	Coir Fiber Wattle Barrier	—CFW—CFW—CFW—
	Drainage Area Boundary	

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5/14/99

GENERAL NOTES:

ACCESS TO SITES SHALL BE BY PUBLIC RIGHT-OF-WAYS AND UTILITY EASEMENTS. OTHER ACCESS LOCATIONS REQUIRED SHALL BE SECURED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. SUPPLEMENTAL EROSION CONTROL MEASURES SHALL BE REQUIRED TO INCLUDE CONSTRUCTION ENTRANCES, SILT FENCING, RESTORATION, ETC.

THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE CONSTRUCTION STAGING AREA AT HIS EXPENSE. A TEMPORARY USE PERMIT IS REQUIRED FOR THE STAGING AREA (ZONING 433-1705).

THE CONTRACTOR IS EXPECTED AND REQUIRED TO COOPERATE WITH THE PROPERTY OWNERS AFFECTED BY THE WORK. PRIVATE AGREEMENTS WITH PROPERTY OWNERS MUST BE IN WRITING ON A FORM APPROVED BY THE ENGINEER AND A COPY SHALL BE PROVIDED TO THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION ACTIVITIES AFFECTED BY SAID AGREEMENT. THE AGREEMENT MUST SPECIFY THAT THE CITY AND THE ENGINEER SHALL BE HELD HARMLESS AGAINST ALL CLAIMS ARISING FROM THE AGREEMENT. THE OWNER DISCOURAGES PRIVATE AGREEMENTS. BEFORE FINAL ACCEPTANCE, A RELEASE FROM EACH PROPERTY OWNER THAT THE CONTRACTOR MADE AN AGREEMENT WITH SHALL BE REQUIRED. THE PROPERTY OWNER'S RELEASE IS A CONDITION OF FINAL ACCEPTANCE.

CONTRACTOR SHALL MAINTAIN A NEAT AND CLEAN JOB-SITE TO INCLUDE STAGING/STORAGE AREAS AS FOLLOWS:

- PERFORM DUST CONTROL BY WATERING DAILY OR AS DIRECTED BY THE ENGINEER.
- SWEEP STREETS A MINIMUM OF ONCE WEEKLY (FRIDAY) OR AS DIRECTED BY THE ENGINEER.
- BLADE, LEVEL AND RE-COMPACT ALL EXPOSED TRENCHES WEEKLY (OR AS DIRECTED BY THE ENGINEER) TO PRODUCE A SMOOTH "RIDE".
- PERFORM DAILY CLEAN-UP OF ALL DIRT, DEBRIS AND SCRAP MATERIALS.
- REMOVE EXCESS EQUIPMENT, MATERIALS, TOOLS, ETC. NOT NEEDED.

CONTRACTOR SHALL PROVIDE MEASURES DURING CONSTRUCTION TO SECURE THE SITE AND EXCAVATION FROM THE GENERAL PUBLIC AND COMPLY WITH ALL OSHA REGULATIONS. JOB SITE SAFETY IS THE EXCLUSIVE AND SOLE RESPONSIBILITY OF THE CONTRACTOR. OPEN EXCAVATION LEFT UNATTENDED OR OVER NIGHT IS NOT ACCEPTABLE AND SHALL BE FILLED IMMEDIATELY.

CONTRACTOR SHALL REPAIR OR REPLACE DRIVES DISTURBED BY CONSTRUCTION TO EXISTING OR BETTER CONDITIONS. NO SEPARATE PAYMENT UNLESS OTHERWISE INDICATED.

CONTRACTOR SHALL PROVIDE TEMPORARY FENCING WHERE FENCES ARE REMOVED FOR CONSTRUCTION. CONTRACTOR SHALL COORDINATE REMOVAL OF EXISTING FENCE AND INSTALLATION OF TEMPORARY FENCE WITH PROPERTY OWNER PRIOR TO CONSTRUCTION. REMOVAL OF TEMPORARY FENCE AND INSTALLATION OF PERMANENT FENCE MUST ALSO BE COORDINATED WITH PROPERTY OWNER. ALL REMOVAL, TEMPORARY, AND REPLACEMENT FENCING SHALL BE CONSIDERED INCIDENTAL TO THE CITY INSTALLATION AND NO SEPARATE PAYMENT SHALL BE MADE. CONTRACTOR SHALL REINSTALL ALL SHEDS, FENCES, ETC. TO AS GOOD OR BETTER THAN EXISTING CONDITIONS UNLESS OTHERWISE INDICATED. (NO SEPARATE PAYMENT).

CONTRACTOR SHALL REPLACE ALL DISTURBED MAILBOXES, SIGNS, ETC. DISTURBED DURING CONSTRUCTION WITHIN 24 HOURS OF DISTURBANCE. PERMANENT ROAD SIGNAGE DISTURBED SHALL BE REPLACED IMMEDIATELY AND IF NECESSARY ROADWAY SIGNS SHALL BE TEMPORARILY INSTALLED IN A LOCATION CONSISTENT WITH THE NCMUTCD TO PROVIDE CONTINUOUS TRAFFIC AWARENESS OF ROADWAY CONDITIONS. (NO SEPARATE PAYMENT).

CONTRACTOR SHALL PROVIDE SECURITY FENCING, SECURITY GUARD, AND ANY AND ALL OTHER MEASURES CONTRACTOR DEEMS NECESSARY TO PROTECT EQUIPMENT AND MATERIALS STORED ON THE PROJECT. (NO SEPARATE PAYMENT).

WHERE CONTRACTOR CEASES WORK OPERATION FOR A 72 HOUR PERIOD OR LONGER, SUCH AS HOLIDAYS, ETC., THE FOLLOWING SHALL BE ACCOMPLISHED PRIOR TO THE WORK STOPPAGE.

- CONTRACTOR WILL STORE ALL EQUIPMENT IN THE CONTRACTOR STAGING AREA OR OFF SITE.
- THE CONTRACTOR SHALL SWEEP ALL STREETS, PERFORM GENERAL CLEANUP AND SHALL PERFORM MAINTENANCE ON ALL EXPOSED PATCHES.

CONTRACTOR SHALL SCHEDULE WORK AND MATERIAL DELIVERIES SO THAT STORED MATERIAL QUANTITIES ON THE JOB SITE SHALL BE MINIMIZED.

CONTRACTOR SHALL STORE ALL MATERIALS IN THE CONTRACTOR STAGING AREA 72 HOURS PRIOR TO INCORPORATING INTO THE WORK TO REDUCE OBSTRUCTIONS TO TRAFFIC AND INCONVENIENCE TO RESIDENTS.

GENERAL NOTES FOR RESIDENT RELATIONS (MANDATORY):

THE CONTRACTOR IS REQUIRED TO DEVELOP GOOD RELATIONS WITH THE RESIDENTS WHICH INCLUDE THE FOLLOWING MANDATORY MINIMUM REQUREMENTS:

- NO SPEEDING WITH EQUIPMENT AND/OR VEHICLES (25 MPH MAX.)
- DO NOT BLOCK DRIVEWAYS AT ANY TIME
- DO NOT LITTER AT ANY TIME
- DO NOT USE RESIDENT'S WATER WITHOUT THEIR PERMISSION (SIGNED AGREEMENT REQUIRED)
- ALL PLUMBING CODE REQUIREMENTS FOR BACK FLOW PREVENTION WILL BE ADHERED TO
- RESPOND TO RESIDENT'S COMPLAINTS WITHIN 24 HOURS
- DO NOT USE ABUSIVE LANGUAGE, PROFANITY OR CAT-CALLING
- WEAR PROPER PROTECTIVE CLOTHING (HARD HATS, PROPER SHOES, SHIRTS, ETC.) AT ALL TIMES.
- MAINTAIN PROPER SAFETY MEASURES, PARTICULARLY ALONG OPEN TRENCHES, PLACING CONES ON RAISED MANHOLES AND BACK FILLING OPEN TRENCHES IF CONSTRUCTION IS STOPPED AND THE OPEN TRENCH IS NOT MANNED.
- PERSONNEL MUST WEAR CITY APPROVED SAFETY VEST AT ALL TIMES WHILE WORKING IN THE CITY AND/OR NCDOT RIGHT-OF-WAY
- ALL TRAFFIC CONTROL FLAG PERSONS AND AT LEAST ONE PERSON ON EACH WORK CREW MUST BE FLUENT IN THE ENGLISH LANGUAGE

IF THE CONTRACTOR AND/OR SUBCONTRACTORS CANNOT ADQUATELY PERFORM AND/OR COMPLY WITH THESE REQUIREMENTS, THE INDIVIDUAL, SUBCONTRACTOR, OR EMPLOYEES MAY BE DIRECTED TO LEAVE THE PROJECT PERMANENTLY. INCONSIDERATE, NON-COOPERATIVE ATTITUDES AND ACTIONS WILL NOT BE TOLERATED.

UTILITIES:

UTILITIES ARE ILLUSTRATED FOR INFORMATION PURPOSES ONLY. THE CITY OR ENGINEER WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF UTILITY LOCATIONS, SIZES, DEPTHS, OR FOR COMPLETENESS OF UTILITY INFORMATION SHOWN.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY AND MEET WITH ALL UTILITY OWNERS. THE CONTRACTOR SHALL PROTECT ALL UTILITIES FROM DAMAGE CAUSED BY HIS OPERATIONS OR THOSE OF HIS AGENTS. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS FOR ANY THIRD-PARTY INCONVENIENCE CREATED BY WORK OF HIS OWN FORCES OR THAT OF HIS AGENTS. ANY DAMAGES INCURRED SHALL BE THE CONTRACTORS FINANCIAL RESPONSIBILITY.

ADJUSTMENTS/RELOCATIONS WILL BE PERFORMED BY THE VARIOUS UTILITY OWNERS. THE CONTRACTOR SHALL COORDINATE WORK WITH UTILITY OWNERS SO AS NOT TO ADVERSELY AFFECT THE PROJECT SCHEDULE. THE CITY WILL NOT BE HELD RESPONSIBLE FOR ANY DELAYS OR DISRUPTIONS TO THE WORK SCHEDULE OF OTHER UTILITY OWNERS.

- FOR UTILITY LOCATES CALL NORTH CAROLINA ONE-CALL @ 811.
- FOR LOCATES OF UTILITIES NOT MEMBERS OF NORTH CAROLINA ONE-CALL CONTACT PROJECT MANAGER OR UTILITY COORDINATOR.

THE CONTRACTOR SHALL ADJUST ALL WATER VALVES, WATER METER BOXES AND WATER VAULTS TO FINISHED GRADE. WATER METERS, MANHOLES, AND CLEANOUTS LOCATED IN SIDEWALKS OR CONCRETE DRIVEWAYS SHALL BE INSTALLED IN ACCORDANCE WITH PWC REQUIREMENTS. NO ABOVE GROUND UTILITY BOXES, POWER POLE, OR OTHER STRUCTURES ARE TO BE LOCATED WITHIN THE SIDEWALK AREA. THE SIDEWALK AREA IS TO BE FREE OF OBSTACLES.

PRIOR TO COMMENCEMENT OF ANY WORK WITHIN EASEMENTS OR RIGHT-OF-WAYS, THE CONTRACTOR IS REQUIRED TO NOTIFY CONCERNED UTILITY COMPANIES IN ACCORDANCE TO GS 87-102. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. NO SEPARATE PAYMENT. EXISTING UTILITIES SHOWN ARE TAKEN FROM MAPS FURNISHED BY VARIOUS UTILITY COMPANIES AND HAVE NOT BEEN PHYSICALLY LOCATED (i.e. GAS, FIBER OPTIC, ETC.).

THE CONTRACTOR SHALL DIG UP EACH UTILITY WHICH MAY CONFLICT WITH CONSTRUCTION 14 DAYS IN ADVANCE TO VERIFY LOCATIONS (HORIZONTALLY AND VERTICALLY) TO ALLOW THE ENGINEER AN OPPORTUNITY TO ADJUST THE DESIGN TO AVOID CONFLICTS (NO SEPARATE PAYMENT).

WHERE DEEMED NECESSARY BY THE ENGINEER THAT A SUBSURFACE DRAINAGE SYSTEM IS REQUIRED, THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, TOOLS, LABOR, EQUIPMENT, TIE-IN'S TO EXISTING DRAINAGE STRUCTURES AND ALL OTHER INCIDENTALS NECESSARY TO PROVIDE COMPLETE INSTALLATION IN ACCORDANCE WITH CITY OF FAYETTEVILLE STANDARDS. IMPROPERLY INSTALLED AND NON-FUNCTIONING DRAINAGE SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING FRENCH DRAINAGE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AND/OR REPAIRED AT NO ADDITIONAL EXPENSE TO THE OWNER.

STORM DRAINAGE REPAIRS BY CONTRACTOR DUE TO CONSTRUCTION DAMAGE AND JOINTS EXPOSED DURING CONSTRUCTION SHALL BE INSPECTED BY THE OWNER PRIOR TO BACKFILLING.

MAIL BOXES:

THE CONTRACTOR SHALL RELOCATE ALL MAIL BOXES AS REQUIRED BY SECTION 107-12 OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES. COORDINATE THIS WORK WITH THE U.S. POSTAL SERVICE.

TREES, SHRUBS, AND HEDGES:

ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED WITH TREE PROTECTION BARRIERS ACCEPTABLE TO THE CITY ARBORIST OR LANDSCAPE ARCHITECT. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY ARBORIST OR LANDSCAPE ARCHITECT PRIOR TO ROOT PRUNING. WHEN ROOT PRUNING IS ABSOLUTELY NECESSARY, CUT ROOTS CLEANLY USING A DISC TRENCHER OR OTHER APPROVED METHOD.

CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY PRIOR TO REMOVING ANY TREES. ALL TREES LOCATED WITHIN THE LOT THAT ARE TO REMAIN AFTER CONSTRUCTION SHALL BE INSPECTED BY THE CITY TO VERIFY THEY ARE SUITABLE TO REMAIN.

GRADING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BORROW MATERIAL REQUIRED TO CONSTRUCT PROJECT AS SHOWN ON THE CONTRACT DOCUMENTS.

ALL EXCAVATED MATERIALS THAT ARE NOT REQUIRED OR ARE UNSUITABLE FOR THE PROJECT SHALL BE CONSIDERED WASTE AND SHALL BE HAULED OFF SITE AND DISPOSED IN A SAFE AND LEGAL MANNER AT THE CONTRACTOR'S EXPENSE.

EROSION CONTROL:

CONTRACTOR SHALL NOT DISTURB ANY AREAS OUTSIDE OF THE DESIGNATED EASEMENT AREAS.

THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL DEVICES IN ACCORDANCE WIH THE APPROPRIATE CITY AND STATE EROSION AND SEDIMENT CONTROL ORDINANCES. THE CONTRACTOR SHALL PREVENT STANDING WATER DUE TO CONSTRUCTION.

THE LIMIT OF DISTURBANCE IS COINCIDENT WITH THE PROPOSED SIDEWALK

SAWCUTS:

THE CONTRACTOR SHALL SAWCUT EXISTING ASPHALT AND/OR CONCRETE SURFACES PRIOR TO REMOVAL UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SAW CUT WIDTH SHALL BE 1 FOOT MINIMUM FOR THE EXISTING EDGE OF PAVEMENT. SAWCUT PAVEMENT SHALL BE REPLACED AS WELL AS ADDITIONAL PAVEMENT REQUIRED TO TIE-IN TO FACE OF PROPOSED CURB OR GUTTER.

STORM DRAINAGE STRUCTURE, PIPE & GRADING NOTES:

PIPE INVERT ELEVATIONS HAVE PRECEDENCE OVER SLOPES. HOWEVER, SLOPES SHALL NOT BE DECREASED FROM THOSE SHOWN ON PLAN WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

ALL STORM DRAINAGE PIPE TO BE CLASS III REINFORCED CONCRETE UNLESS OTHERWISE NOTED. PIPE LENGTHS INDICATED ON PLAN ARE APPROXIMATE ONLY.

NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC, TRENCHING, OR OTHER LAND DISTURBING ACTIVITY SHALL BE PERMITTED BEYOND LIMITS OF GRADING WITHOUT PRIOR APPROVAL FROM THE OWNER AND CITY ENGINEERING DEPT.

THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE CITY OF FAYETTEVILLE ANY DISCREPANCIES FOUND BETWEEN ACTUAL CONDITION AND CONSTRUCTION DOCUMENTS AND SHALL WAIT FOR INSTRUCTION FROM THE CITY INSPECTOR PRIOR TO PROCEEDING.

MANHOLE RIM ELEVATIONS SHOWN ON THE PLANS ARE APPROXIMATE. NEW MANHOLE RING AND COVERS SHALL BE INSTALLED FLUSH WITH THE SURROUNDING GRADE SO AS TO AVOID DAMAGE TO MOTOR VEHICLES DURING CONSTRUCTION. THEY ARE TO BE ADJUSTED TO MATCH THE SURROUNDING PROPOSED GRADE PRIOR TO PLACING THE NEW SURFACE COURSE.

THE CONTRACTOR SHALL DESIGN, FURNISH, AND INSTALL ANY TRENCH STABILIZATION NECESSARY TO MAINTAIN EXCAVATION FOR PIPE AND DRAINAGE STRUCTURE INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND REMOVAL OF ANY TRENCH STABILIZATION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT STRUCTURES RESULTING FROM THE INSTALLATION, REMOVAL OR ABSENCE OF TRENCH STABILIZATION.

GRADES, ELEVATIONS AND LOCATIONS SHOWN ARE APPROXIMATE, AS DIRECTED BY THE ENGINEER. THEY MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN CONDITIONS. ALL PROPOSED GRADES ARE FINISH GRADES.

THE CONTRACTOR SHALL BACKFILL OPEN EXCAVATIONS AT THE END OF EACH WORKING DAY. AT DRAINAGE STRUCTURE LOCATIONS, THE EXCAVATION SHALL BE COVERED WITH METAL PLATES WHEN PRACTICAL OR COMPLETEY ENCLOSED WITH SAFETY NETTING.

STOCKPILING NOTE:

ANY ONSITE STOCKPILING IS TO BE COORDINATED AND APPROVED BY A CITY INSPECTOR. THE STOCKPILE WILL BE PROVIDED WITH GROUND COVER WITHIN 15 WORKING DAYS OF PROJECT COMPLETION.

EXCESS SUITABLE SOIL EXCAVATED DURING CONSTRUCTION SHALL BE STOCKPILED FOR USE ON THE PROJECT OR DISPOSED OF OFF-SITE AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL NOT BE ALLOWED TO STOCKPILE MATERIALS OR EXCESS MATERIALS IN THE STREET RIGHT-OF-WAYS AT ANY TIME UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE A SUFFICIENT AND SUITABLE STOCKPILE AREA AND LOCATION AT THE CONTRACTOR'S EXPENSE.

ORDER OF PRECEDENCE GENERAL NOTES/TECHNICAL SPECIFICATIONS/PHOTOS:

THE NOTES CONTAINED HEREIN ARE INTENDED TO SUPPLEMENT THE TECHNICAL SPECIFICATIONS AND PROVIDE EASY REFERENCE FOR THE CONTRACTOR. IN NO CASE SHALL THESE NOTES VOID ANY PART, SECTION OR REQUIREMENT OUTLINED IN THE TECHNICAL SPECIFICATIONS CONTAINED IN THE CONTRACT DOCUMENTS. IF CONFLICTS OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS AND THE NOTES CONTAINED HEREIN, THE TECHNICAL SPECIFICATIONS SHALL SUPERSEDE.

NCDOT ENCROACHMENT SPECIAL PROVISIONS:

CONTRACTOR TO NOTIFY COUNTY MAINTENANCE ENGINEER, (910) 364-0602, A MINIMUM OF THREE (3) DAYS BEFORE CONSTRUCTION IS TO BEGIN.

AN EXECUTED COPY OF THE ENCROACHMENT AGREEMENT SHALL BE PRESENT AT THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO STOP ALL WORK UNLESS EVIDENCE OF APPROVAL CAN BE SHOWN.

SEE THE ENCROACHMENT AGREEMENT FOR A FULL LIST OF SPECIAL PROVISIONS.

TRAFFIC CONTROL

CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS FOR WORK ZONE TRAFFIC CONTROL TO CITY TRAFFIC SERVICES DEPARTMENT (910-433-1660) FOR CITY STREETS AND DIVISION 6, DISTRICT 2 (910-364-0601) FOR NCDOT STREETS. CONTRACTOR SHALL NOT PLACE ANY TRAFFIC CONTROL DEVICES WITHOUT HAVING APPROVAL FROM APPLICABLE TRANSPORTATION DEPARTMENT EITHER NCDOT OR THE CITY OF FAYETTEVILLE.

CONTRACTOR SHALL INSURE ACCESS TO ALL PROPERTIES BY PROPERTY OWNERS AT ALL TIMES.

CONTRACTOR SHALL NOTIFY CITY ENGINEERING OFFICE ONE WEEK IN ADVANCE OF ANY ROAD CLOSING AND COORDINATE ALL ROAD CLOSINGS/UTILITY INTERRUPTIONS WITH PROPERTY OWNERS AFFECTED 48 HOURS PRIOR TO CLOSING/INTERRUPTING SERVICES.

MINIMUM ONE WAY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES UNLESS ROAD CLOSURE IS APPROVED BY CITY OF FAYETTEVILLE TRAFFIC SERVICES DEPARTMENT IN WRITING, 5 DAYS IN ADVANCE OF ROAD CLOSURE. AN APPROVED DETOUR PLAN PREPARED BY THE CONTRACTOR SHALL BE REQUIRED AND THE MEASURES INSTALLED PRIOR TO CLOSURE.

CONTRACTOR SHALL COORDINATE/NOTIFY TRAFFIC SERVICES DAILY (BEFORE 2:00 P.M.) AS TO WHICH STREETS WILL BE UNDER CONSTRUCTION IMPEDING TRAFFIC FLOW THE FOLLOWING DAY.

THE CONTRACTOR SHALL NOT IMPEDE TRAFFIC AT ANY TIME UNTIL THE APPROVED TRAFFIC CONTROL DEVICES ARE IN PLACE.

ALL TRAFFIC CONTROL MEASURES, DEVICES, INSTALLATION, METHODS, SEQUENCING AND PLANS SHALL BE IN STRICT ACCORDANCE WITH MUTCD, NCDOT, AND CITY OF FAYETTEVILLE TRAFFIC SERVICES.

SKIBO ROAD SIDEWALK

PLAN TYPE: NOTES

SHEET NUMBER 3 OF 17

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY ST • FAYETTEVILLE, NC 28301

REVISIONS:

REV.			
1			

DRAWN : HDC
DESIGN : HDC
CHECK : MDP
APPROVED :

PROJECT EB-6030
NAME : US 401 SIDEWALK
SCALE :
DATE: 04 / 18 / 2023

PROJECT # W-009
NCDOT # EB-6030

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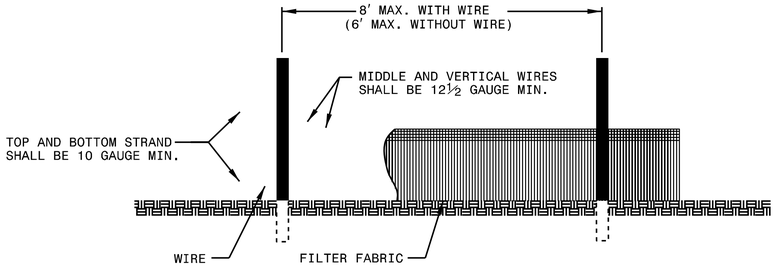
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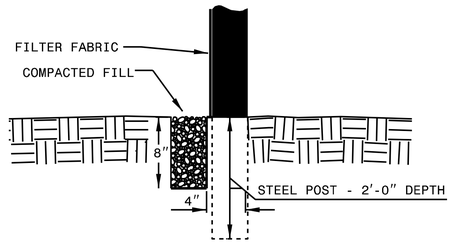
PROJECT REFERENCE NO.	SHEET NO.
EB-6030	EC-2A
R/W SHEET NO.	
	HYDRAULICS ENGINEER

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

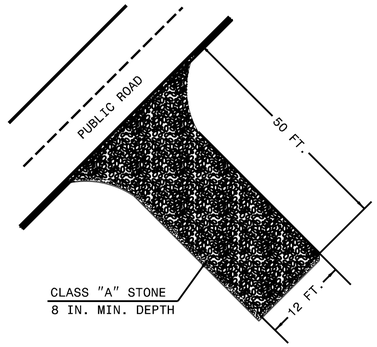
Prepared in the Office of:
MOTT MACDONALD
Mott MacDonald I & E, LLC
7621 Parfey Road, Suite 115
Fuquay-Varina, NC 27526
www.mottmac.com
NC License No. F-0669



NOTES
USE WIRE A MINIMUM OF 32" IN WIDTH AND WITH A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
USE FILTER FABRIC A MINIMUM OF 36" IN WIDTH AND FASTEN ADEQUATELY TO THE WIRE AS DIRECTED BY THE ENGINEER.
PROVIDE 5'-0" STEEL POST OF THE SELF-FASTENER ANGLE STEEL TYPE.



NCDOT STD. 1605.01
TEMPORARY SILT FENCE



NOTES:
1. PROVIDE TURNING RADIUS SUFFICIENT TO ACCOMMODATE LARGE TRUCKS.
2. LOCATE ENTRANCE(S) TO PROVIDE FOR UTILIZATION BY ALL CONSTRUCTION VEHICLES.
3. MUST BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR DIRECT FLOW OF MUD ONTO STREETS. PERIODIC TOPDRESSING WITH STONE WILL BE NECESSARY.
4. ANY MATERIAL TRACKED ONTO THE ROADWAY MUST BE CLEANED UP IMMEDIATELY.
5. LOCATE GRAVEL CONSTRUCTION ENTRANCE AT ALL POINTS OF INGRESS AND EGRESS UNTIL SITE IS STABILIZED. PROVIDE FREQUENT CHECKS OF THE DEVICE AND TIMELY MAINTENANCE.
6. NUMBER AND LOCATION OF CONSTRUCTION ENTRANCES TO BE DETERMINED BY THE ENGINEER.
7. USE CLASS 'A' STONE OR OTHER COARSE AGGREGATE APPROVED BY THE ENGINEER.

NOTE: PLACE FILTER FABRIC BENEATH STONE

NCDOT STD. 1607.01
GRAVEL CONSTRUCTION ENTRANCE

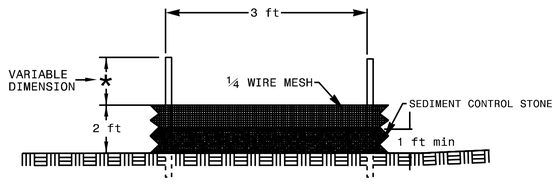
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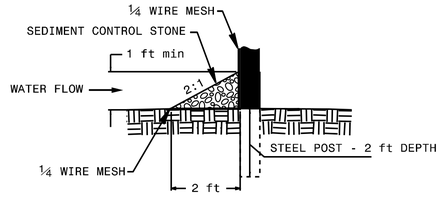
USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.

USE HARDWARE CLOTH 24 GAUGE WIRE MESH WITH 1/4 INCH MESH OPENINGS.

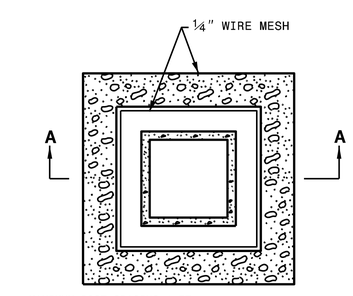
INSTALL 5 FT. SELF FASTENER ANGLE STEEL POST 2 FT. DEEP MINIMUM.

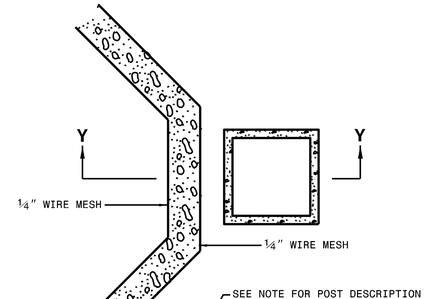
SPACE POST A MAXIMUM OF 3 FT.





NCDOT STD. 1606.01
SPECIAL SEDIMENT CONTROL FENCE





NOTE
USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.
USE 24 GAUGE MINIMUM WIRE MESH HARDWARE CLOTH WITH 1/4 INCH MESH OPENINGS.
PLACE TOP OF WIRE MESH A MINIMUM OF ONE FOOT BELOW THE SHOULDER OR ANY DIVERSION POINT.
INSTALL WIRE MESH UNDER SEDIMENT CONTROL STONE.
USE 5' STEEL POST, INSTALLED 1.5' DEEP MINIMUM, AND OF THE SELF-FASTENER ANGLE STEEL TYPE.
SPACE POST A MAXIMUM OF 4'.

MULTI-DIRECTIONAL FLOW

SINGLE-DIRECTIONAL FLOW

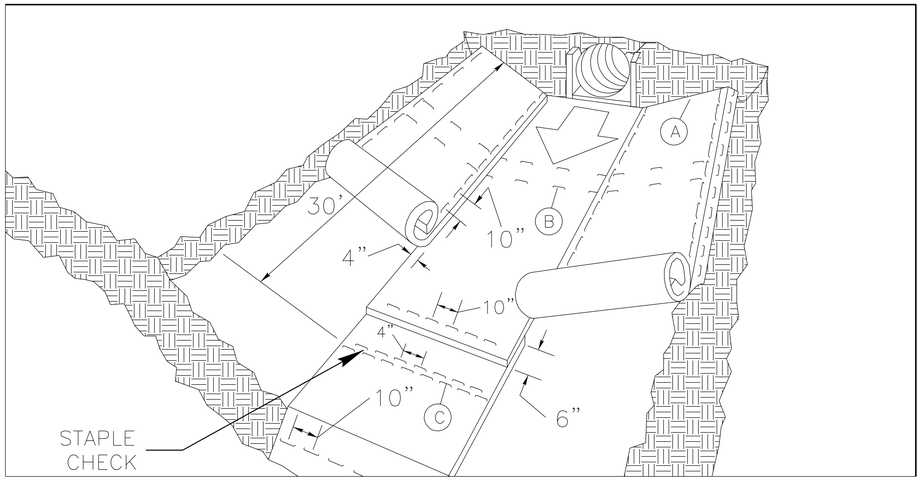
NCDOT STD. 1632.03
ROCK INLET SEDIMENT TRAP TYPE `C'

1/24/2024
R:\EB-6030\Drainage\Erosion Control\EB-6030_ec_std_details.dgn
CDK8259

Docusign Envelope ID: 6DD8D305-CDF7-4B8E-A6CF-EB190ED33B6E

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NCDOT STD. 1631.01
MATTING INSTALLATION DETAIL



MATTING IN DITCHES

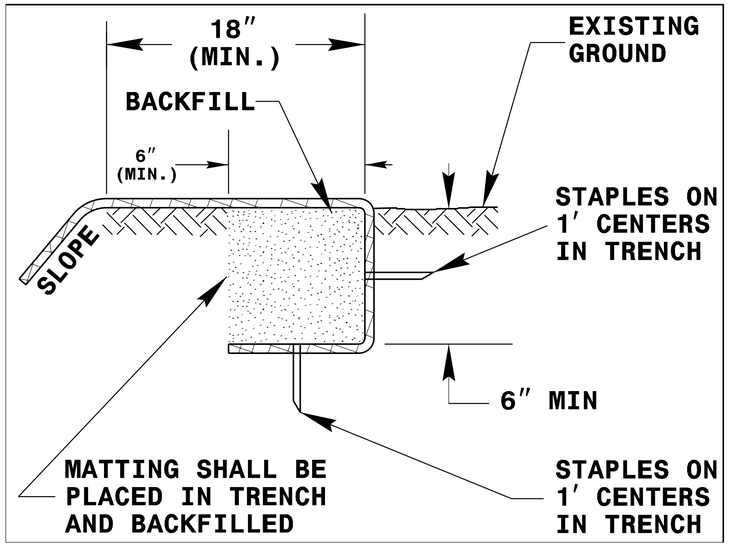
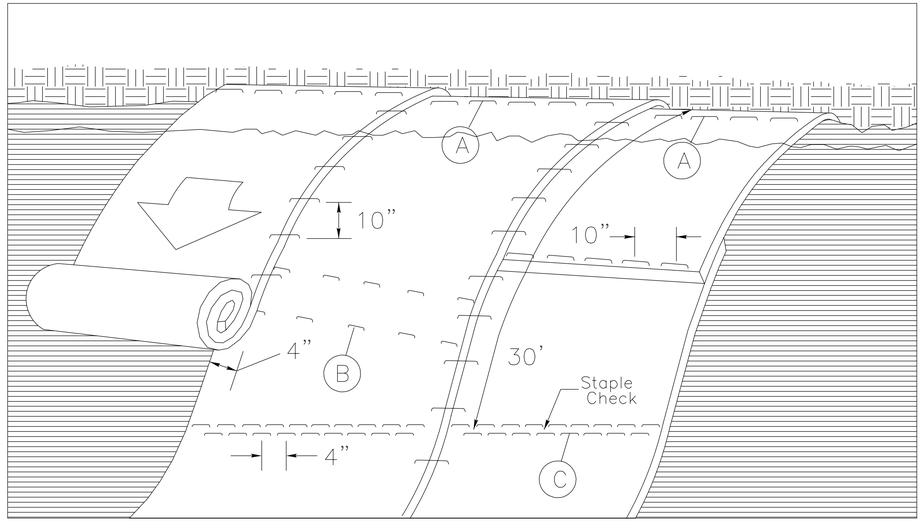


DIAGRAM (A)



MATTING ON SLOPES

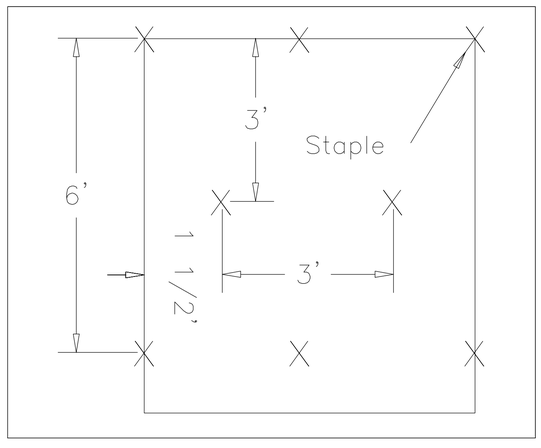


DIAGRAM (B)

Staple Check Pattern

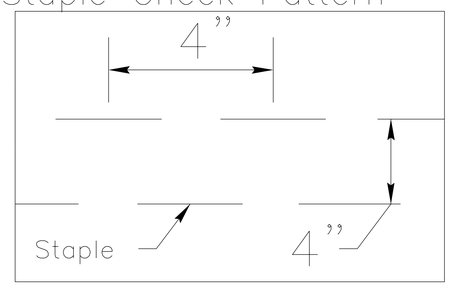


DIAGRAM (C)

NOTES:

THIS DETAIL APPLIES TO STRAW, EXCELSIOR, AND PERMANENT SOIL REINFORCEMENT MAT (PSRM) INSTALLATION.

STAPLES SHALL BE NO. 11 GAUGE STEEL WIRE FORMED INTO A "U" SHAPE WITH A MINIMUM THROAT WIDTH OF 1 INCH AND NOT LESS THAN 6 INCHES IN LENGTH.

NOT TO SCALE

PROJECT REFERENCE NO.	SHEET NO.
EB-6030	EC-2B
R/W SHEET NO.	
	HYDRAULICS ENGINEER

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

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MOTT MACDONALD
Mott MacDonald I & E, LLC
7621 Parfey Road, Suite 115
Fuquay-Varina, NC 27526
www.mottmac.com
NC License No. F-0669

1/24/2024
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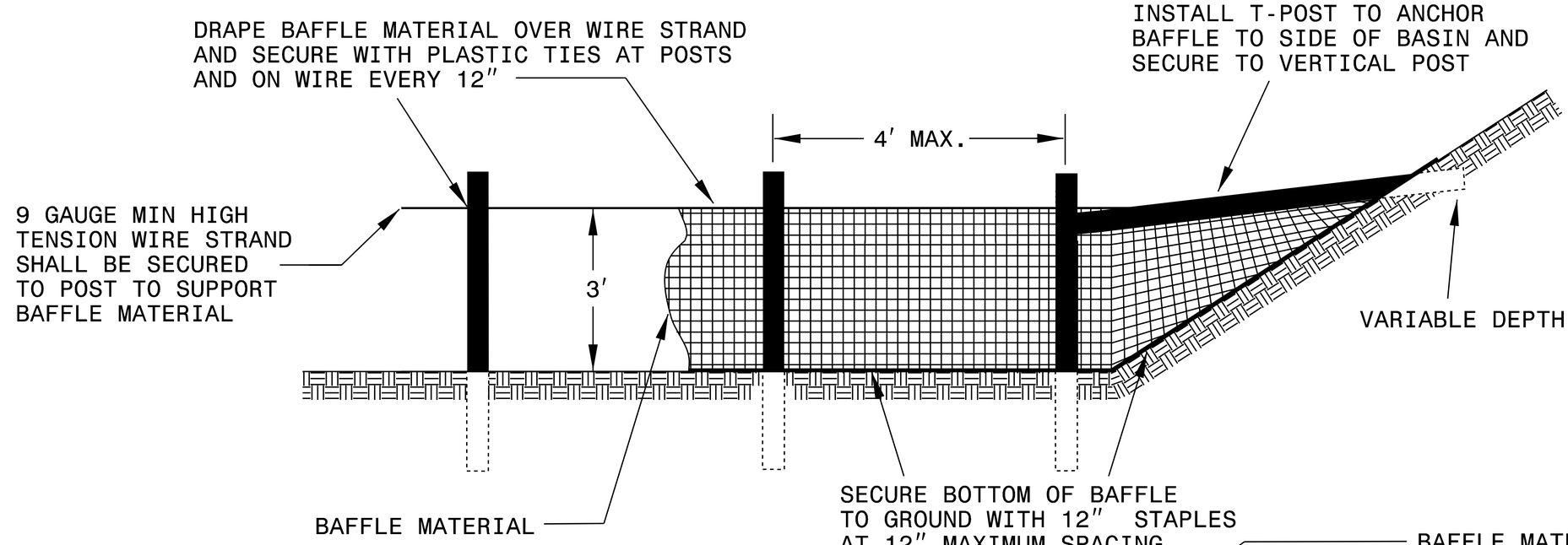
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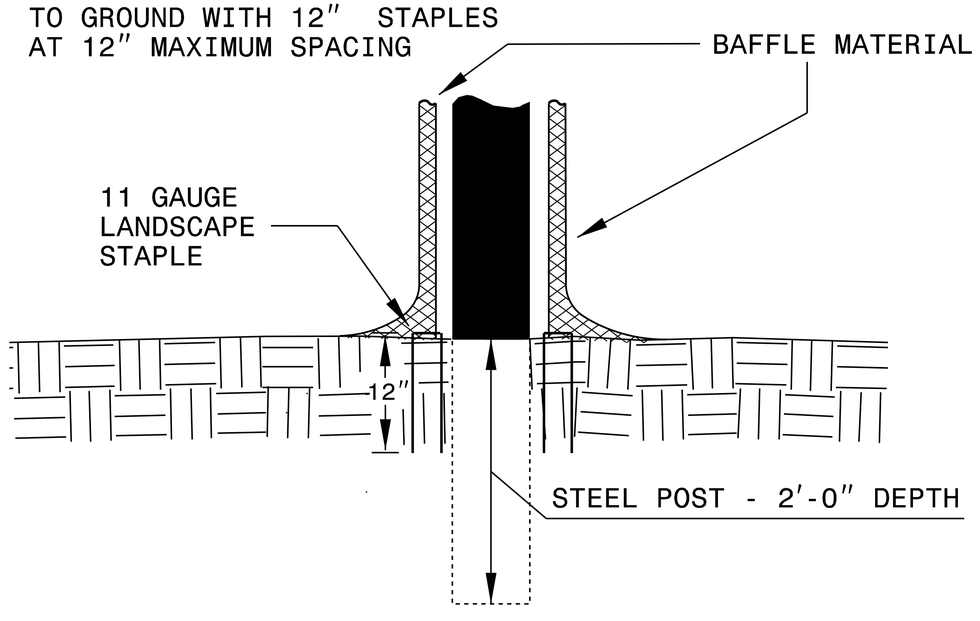
NCDOT STD. 1640.01
COIR FIBER BAFFLE DETAIL

PROJECT REFERENCE NO.	SHEET NO.
EB-6030	EC-2C
R/W SHEET NO.	
	HYDRAULICS ENGINEER

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BAFFLE MATERIAL SHALL BE SECURED TO THE BOTTOM AND SIDES OF BASIN USING 12″ LANDSCAPE STAPLES

NOTES:

1. INSTALL THREE(3) COIR FIBER BAFFLES IN SILT BASINS AND SEDIMENT DAMS AT DRAINAGE OUTLETS WITH A SPACING OF ¼ THE BASIN LENGTH.

2. TWO(2) COIR FIBER BAFFLES CAN BE INSTALLED IN SILT BASINS AND DAMS LESS THAN 20 FT. IN LENGTH WITH A SPACING OF 1/3 THE BASIN LENGTH.

3. TOP HEIGHT OF COIR FIBER BAFFLES SHALL NOT BE BELOW BASE OF EMERGENCY SPILLWAY ELEVATION.

1/24/2024
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PROJECT REFERENCE NO.	SHEET NO.
EB-6030	EC-3

HYDRAULICS ENGINEER

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Mott MacDonald I & E, LLC
7621 Parfey Road, Suite 115
Fuquay-Varina, NC 27526
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NC License No. F-0669

DIVISION OF HIGHWAYS
STATE OF NORTH CAROLINA

SOIL STABILIZATION TIMEFRAMES

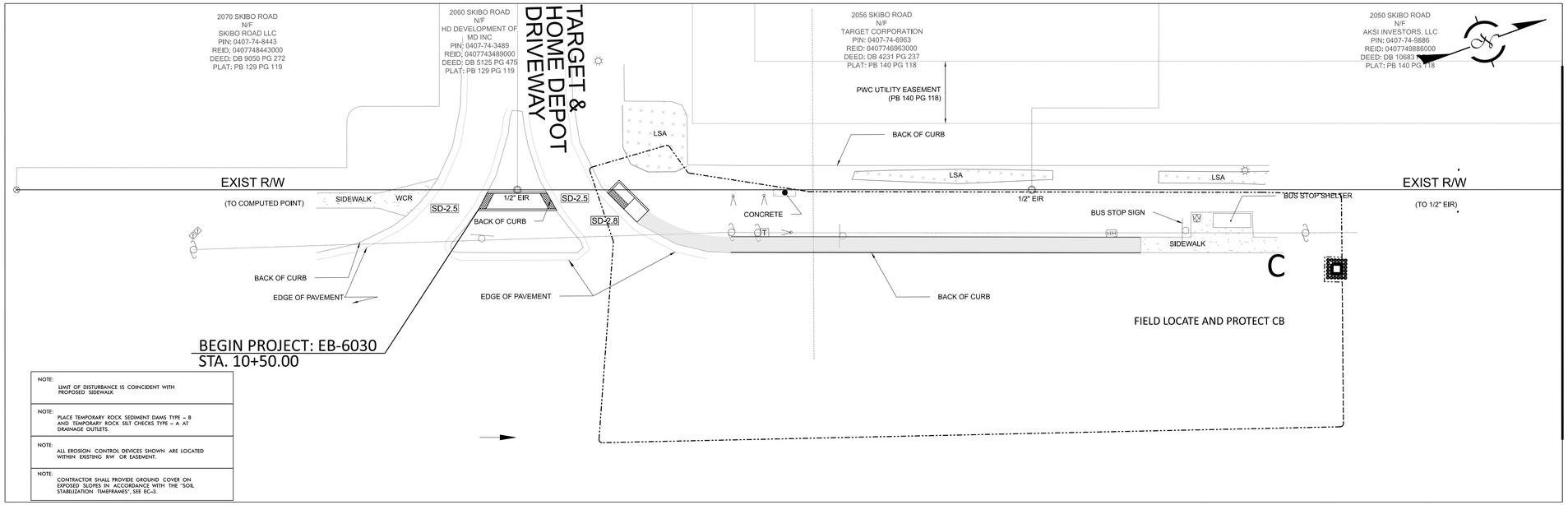
SITE DESCRIPTION	STABILIZATION TIME	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HQW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED.
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH.
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE, EXCEPT FOR PERIMETERS AND HQW ZONES.

12/4/2024
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5/14/99

4A



NOTE: LIMIT OF DISTURBANCE IS COINCIDENT WITH PROPOSED SIDEWALK

NOTE: PLACE TEMPORARY ROCK SEDIMENT DAMS TYPE – B AND TEMPORARY ROCK SILT CHECKS TYPE – A AT DRAINAGE OUTLETS.

NOTE: ALL EROSION CONTROL DEVICES SHOWN ARE LOCATED WITHIN EXISTING R/W OR EASEMENT.

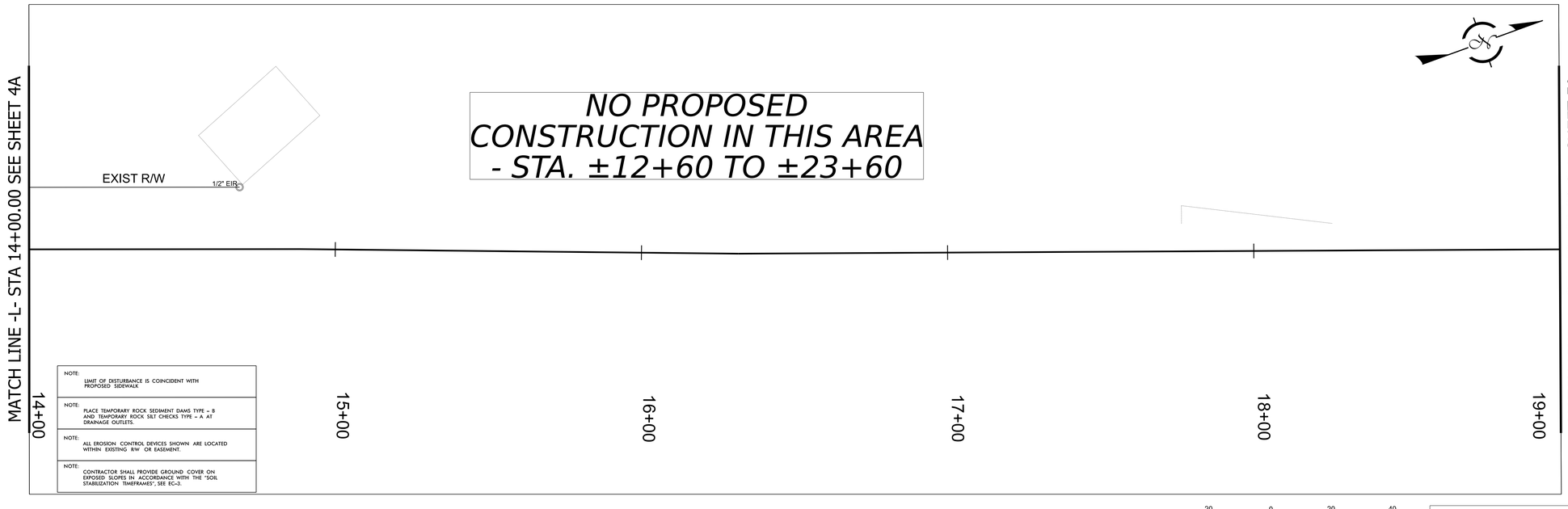
NOTE: CONTRACTOR SHALL PROVIDE GROUND COVER ON EXPOSED SLOPES IN ACCORDANCE WITH THE "SOIL STABILIZATION TIMEFRAMES", SEE EC-3.

20 0 20 40

1 INCH = 20 FT

PROPOSED SIDEWALK

4B



NOTE: LIMIT OF DISTURBANCE IS COINCIDENT WITH PROPOSED SIDEWALK

NOTE: PLACE TEMPORARY ROCK SEDIMENT DAMS TYPE – B AND TEMPORARY ROCK SILT CHECKS TYPE – A AT DRAINAGE OUTLETS.

NOTE: ALL EROSION CONTROL DEVICES SHOWN ARE LOCATED WITHIN EXISTING R/W OR EASEMENT.

NOTE: CONTRACTOR SHALL PROVIDE GROUND COVER ON EXPOSED SLOPES IN ACCORDANCE WITH THE "SOIL STABILIZATION TIMEFRAMES", SEE EC-3.

20 0 20 40

1 INCH = 20 FT

PROPOSED SIDEWALK

SKIBO ROAD SIDEWALK

SHEET NUMBER 4 OF 17

PLAN TYPE:

FAYETTEVILLE N.C.
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

PROJECT EB-6030
NAME : US 401 SIDEWALK
SCALE : 1" = 20'
DATE: 3/16/2023

PROJECT # WO-009
NCDOT # EB-6030

$$$$SYSTIME$$$$
$$$$USERNAME$$$$
$$$$USERNAME$$$$
$$$$SYSTIME$$$$

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5/14/99

5A

NOTE: LIMIT OF DISTURBANCE IS COINCIDENT WITH PROPOSED SIDEWALK

NOTE: PLACE TEMPORARY ROCK SEDIMENT DAMS TYPE – B AND TEMPORARY ROCK SILT CHECKS TYPE – A AT DRAINAGE OUTLETS.

NOTE: ALL EROSION CONTROL DEVICES SHOWN ARE LOCATED WITHIN EXISTING R/W OR EASEMENT.

NOTE: CONTRACTOR SHALL PROVIDE GROUND COVER ON EXPOSED SLOPES IN ACCORDANCE WITH THE "SOIL STABILIZATION TIMEFRAMES", SEE EC-3.

20 0 20 40

1 INCH = 20 FT

PROPOSED SIDEWALK

5B

REMOVE ±40 LF OF DRIVEWAY APRON.
REPLACE WITH 30" CONC. CURB & GUTTER

NOTE: LIMIT OF DISTURBANCE IS COINCIDENT WITH PROPOSED SIDEWALK

NOTE: PLACE TEMPORARY ROCK SEDIMENT DAMS TYPE – B AND TEMPORARY ROCK SILT CHECKS TYPE – A AT DRAINAGE OUTLETS.

NOTE: ALL EROSION CONTROL DEVICES SHOWN ARE LOCATED WITHIN EXISTING R/W OR EASEMENT.

NOTE: CONTRACTOR SHALL PROVIDE GROUND COVER ON EXPOSED SLOPES IN ACCORDANCE WITH THE "SOIL STABILIZATION TIMEFRAMES", SEE EC-3.

20 0 20 40

1 INCH = 20 FT

PROPOSED SIDEWALK

SKIBO ROAD SIDEWALK

SHEET NUMBER 5 OF 17

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
1	

PROJECT EB-6030
NAME: US 401 SIDEWALK
SCALE: 1" = 20'
DATE: 3/16/2023

DRAWN: HDC
DESIGN: HDC
CHECK: MDP
APPROVED:

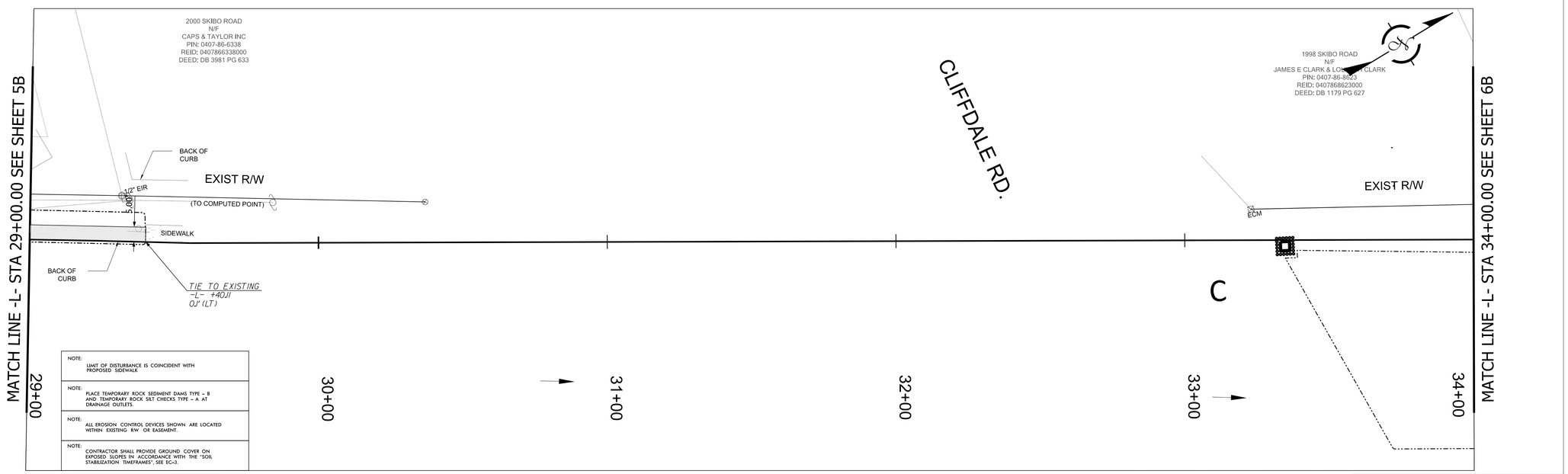
PROJECT # WO-009
NCDOT # EB-6030

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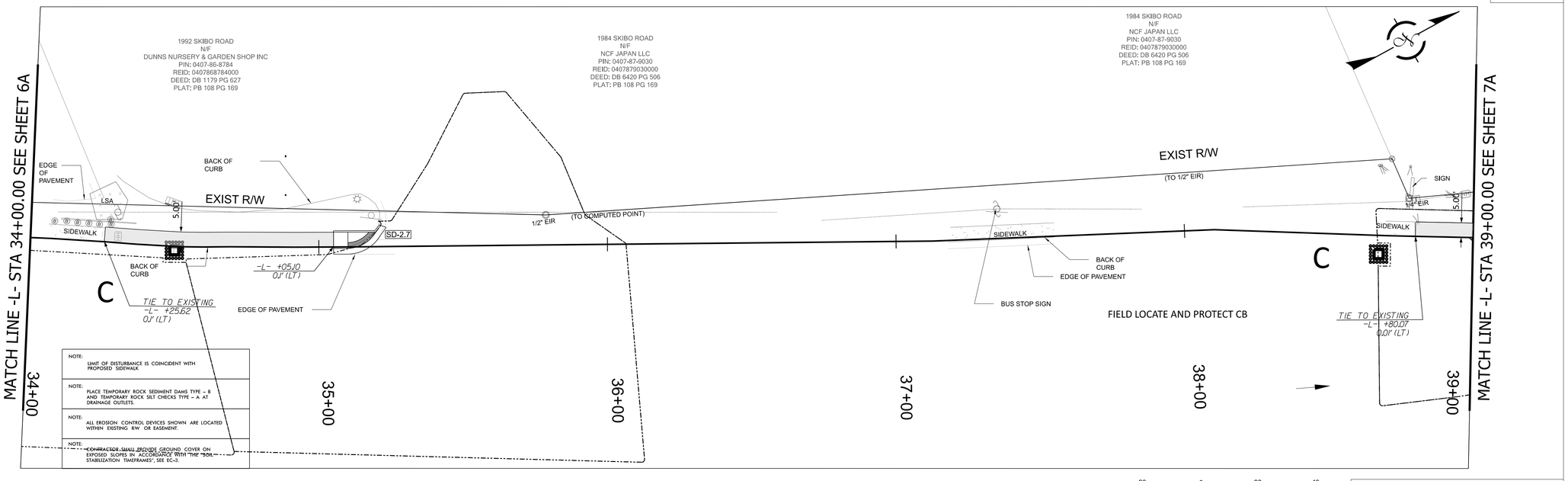
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6A



6B



SKIBO ROAD SIDEWALK

SHEET NUMBER 6 OF 17

PLAN TYPE:

FAYETTEVILLE N.C.
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

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PROJECT NAME :	EB-6030 US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3/16/2023

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

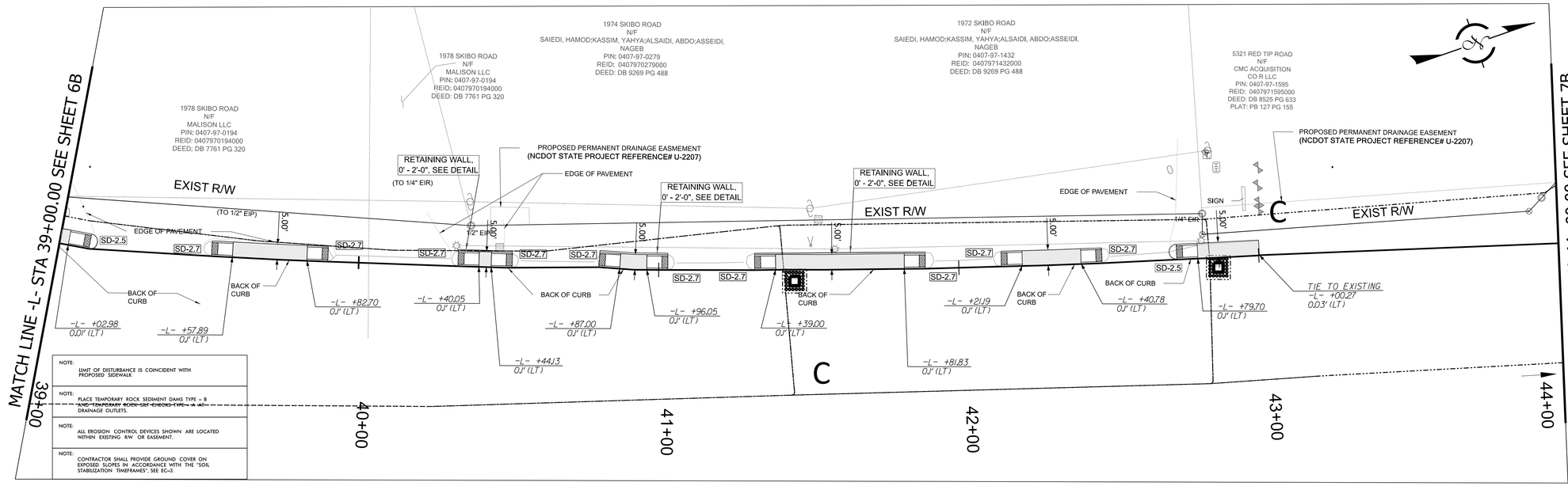
PROJECT # WO-009
NCDOT # EB-6030

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$$$$$$$$USERNAME$$$$$$$$

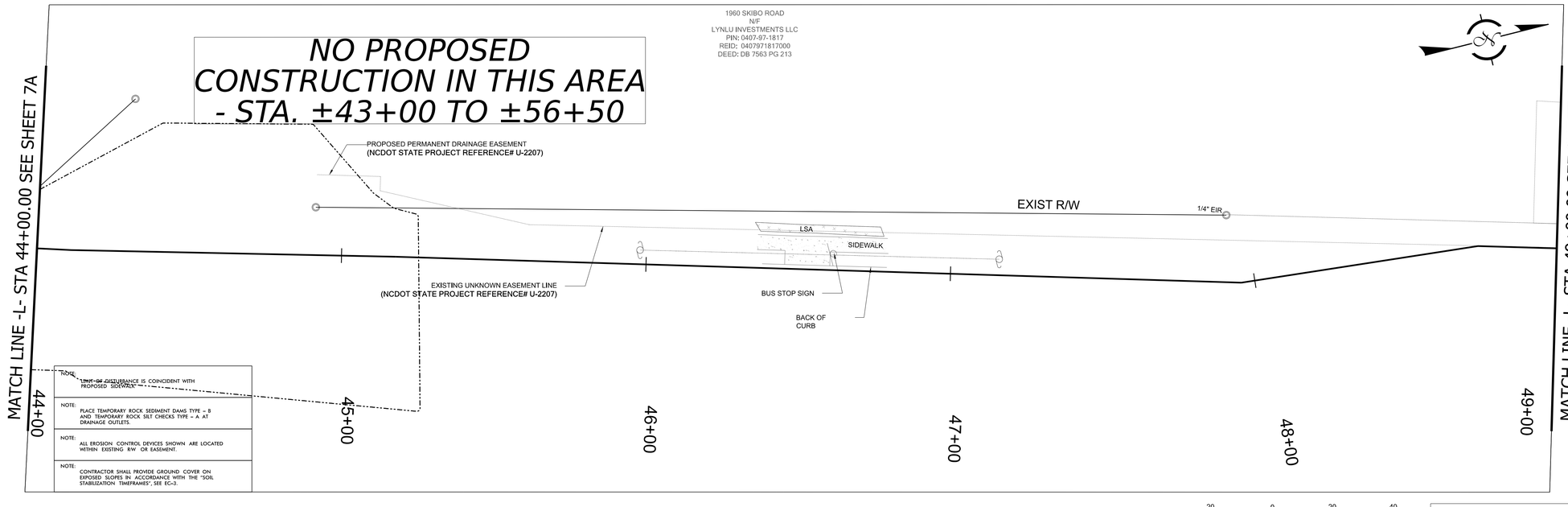
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7A



7B



SKIBO ROAD SIDEWALK

SHEET NUMBER 7 OF 17

PLAN TYPE:

FAYETTEVILLE N.C.
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

PROJECT NAME : EB-6030 US 401 SIDEWALK
SCALE : 1" = 20'
DATE: 3/16/2023

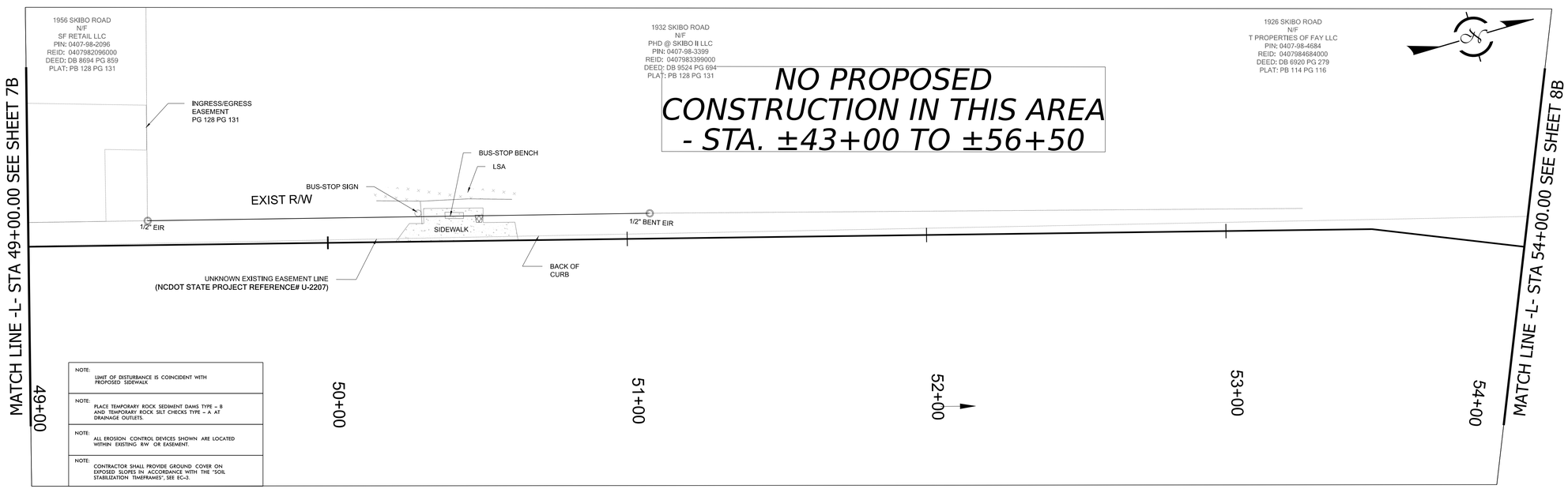
PROJECT # WO-009
NCDOT # EB-6030

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$$$$USERNAME$$$$
$$$$USERNAME$$$$
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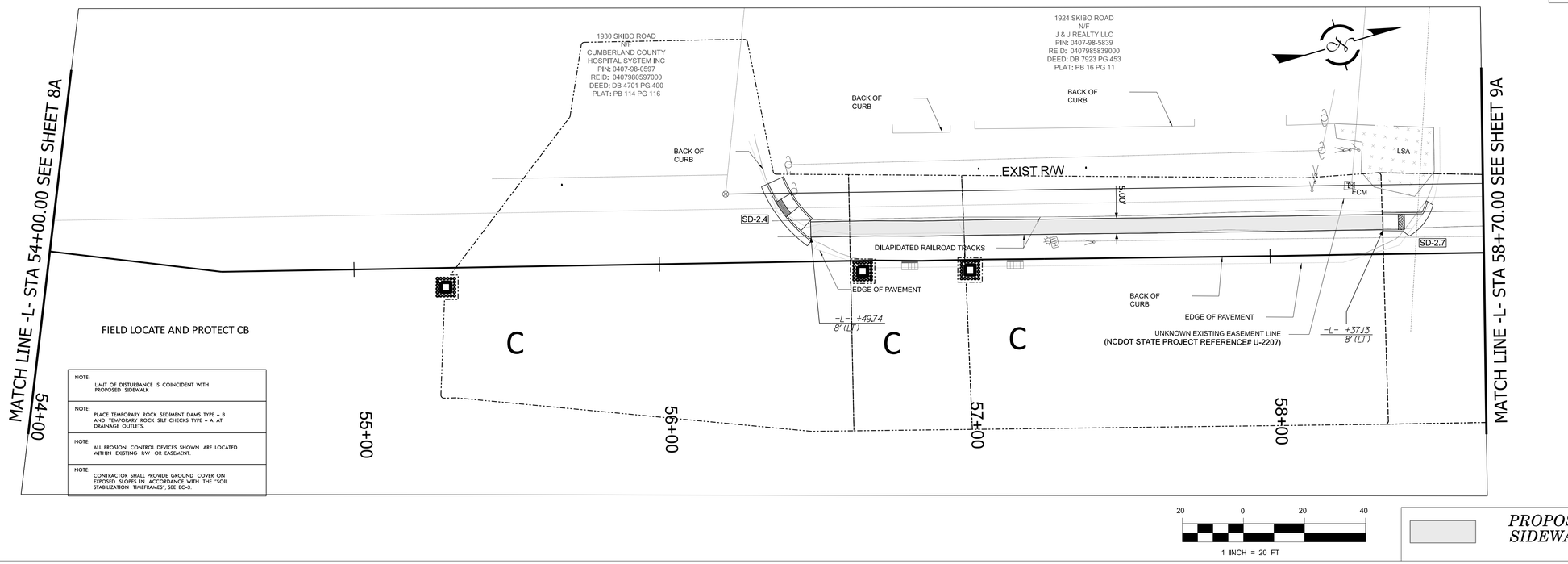
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8A



8B



SKIBO ROAD SIDEWALK

SHEET NUMBER 8 OF 17

PLAN TYPE:

FAYETTEVILLE N C
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
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PROJECT NAME :	EB-6030 US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3/16/2023

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

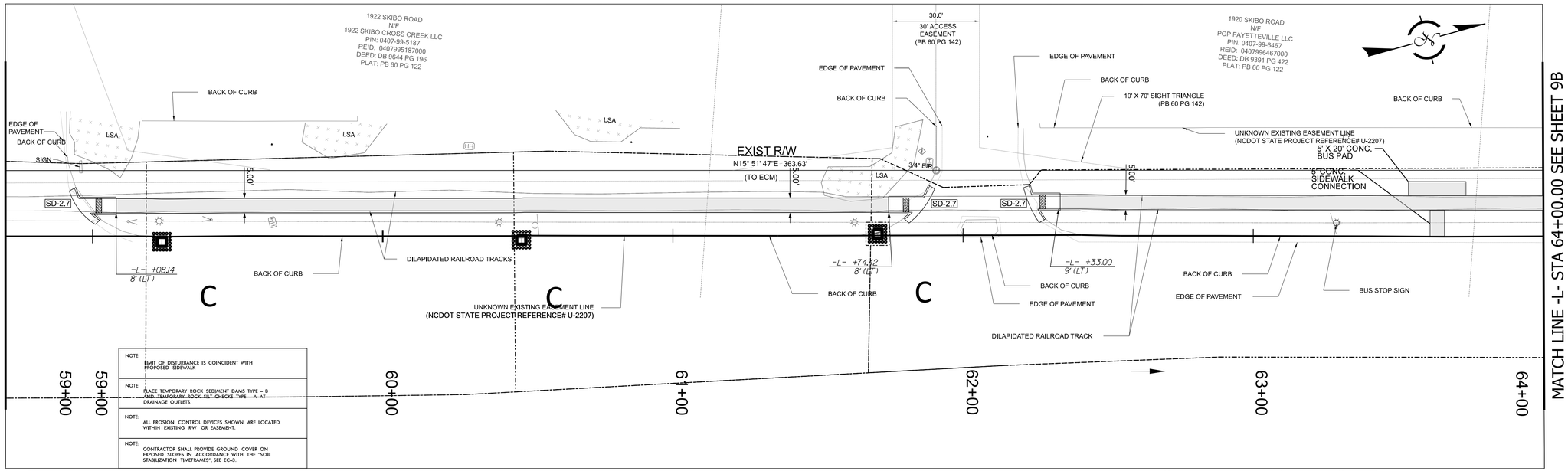
PROJECT # WO-009
NCDOT # EB-6030

$$$$$$$$SYSTIME$$$$$$$$
$$$$$$$$USERNAME$$$$$$$$

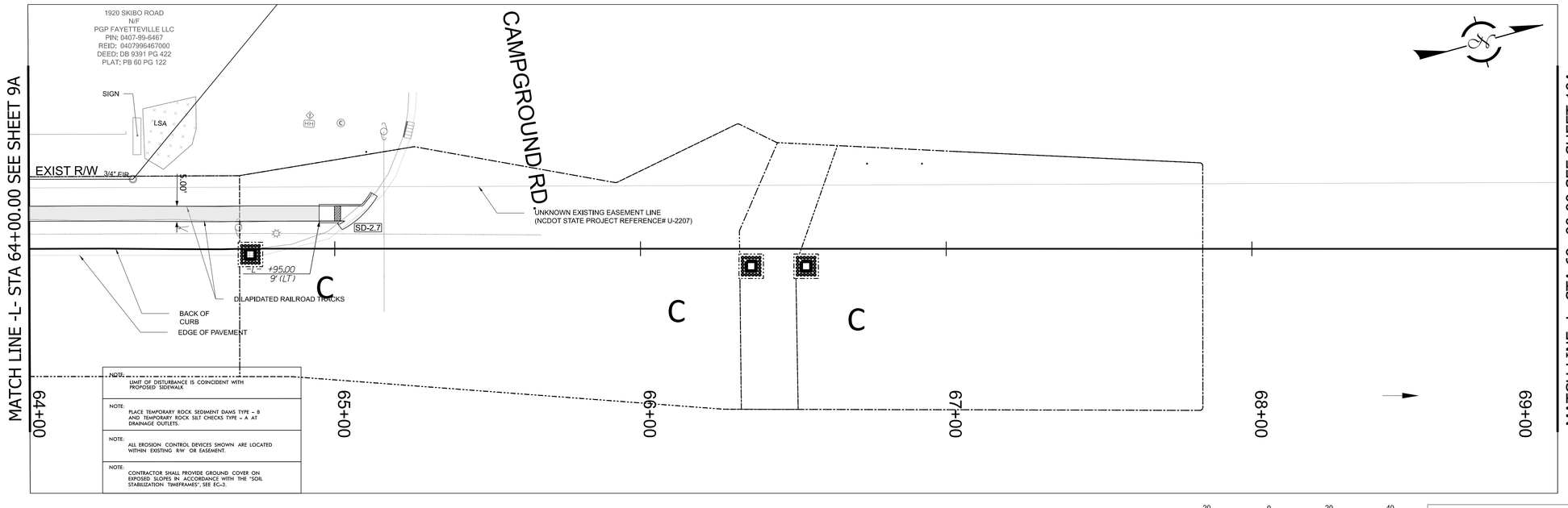
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9A



9B



SKIBO ROAD SIDEWALK

SHEET NUMBER 9 OF 17

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
1	

PROJECT NAME :	EB-6030 US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3/16/2023

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

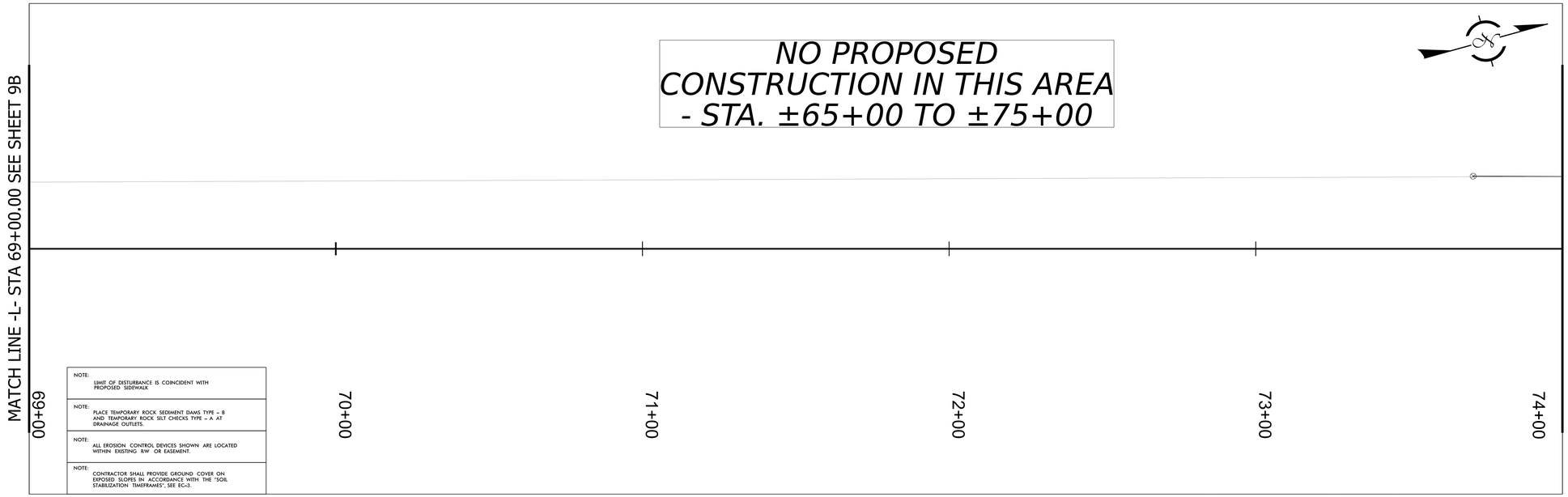
PROJECT # WO-009
NCDOT # EB-6030

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$$$$USERNAME$$$$

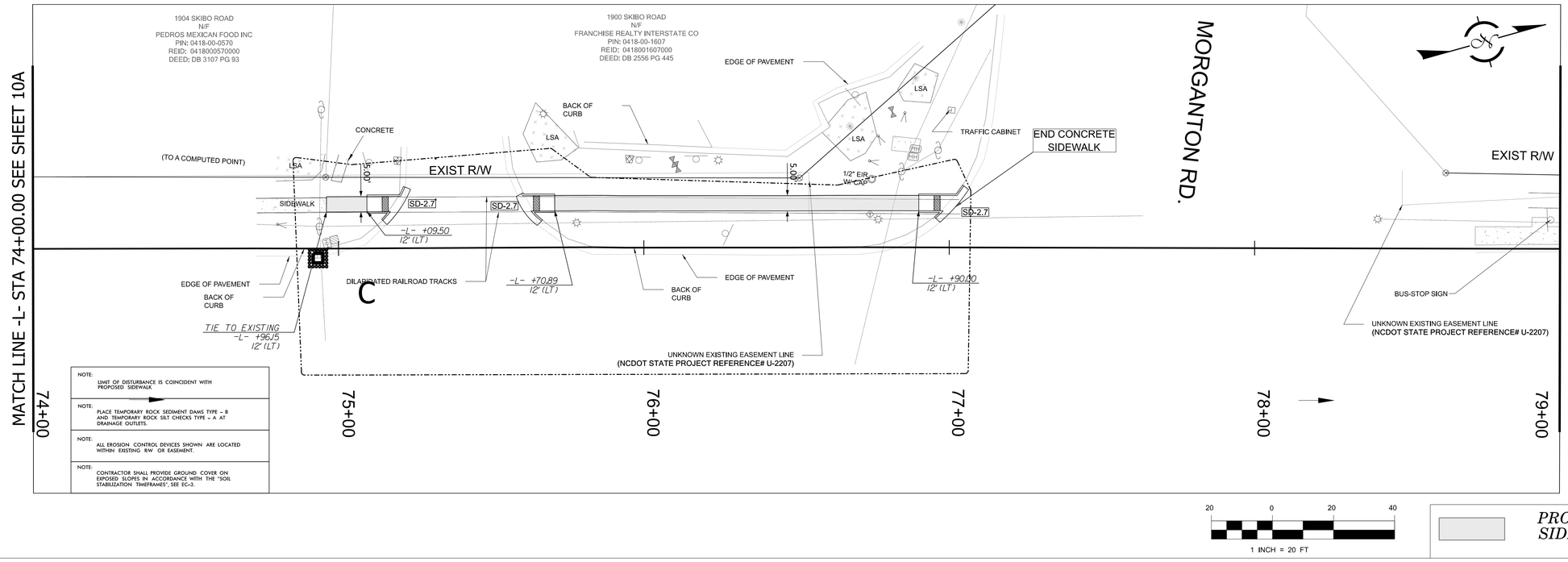
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10A



10B



SKIBO ROAD SIDEWALK

SHEET NUMBER 10 OF 17

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
1	

PROJECT	EB-6030
NAME :	US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3/16/2023

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

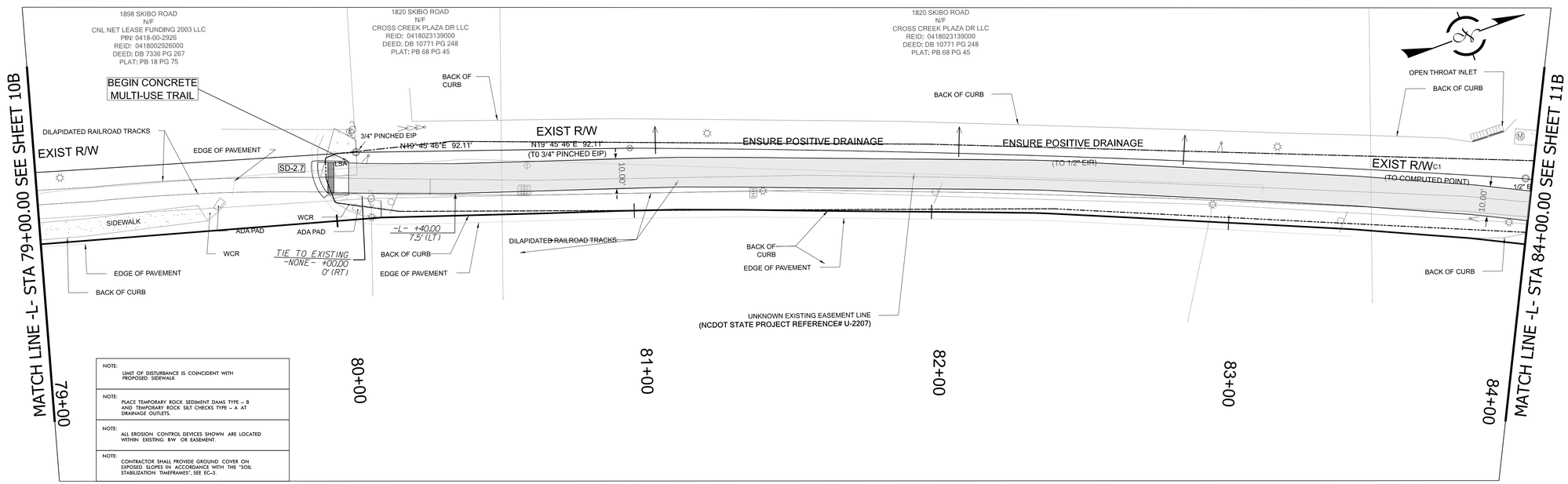
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NCDOT # EB-6030

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11A



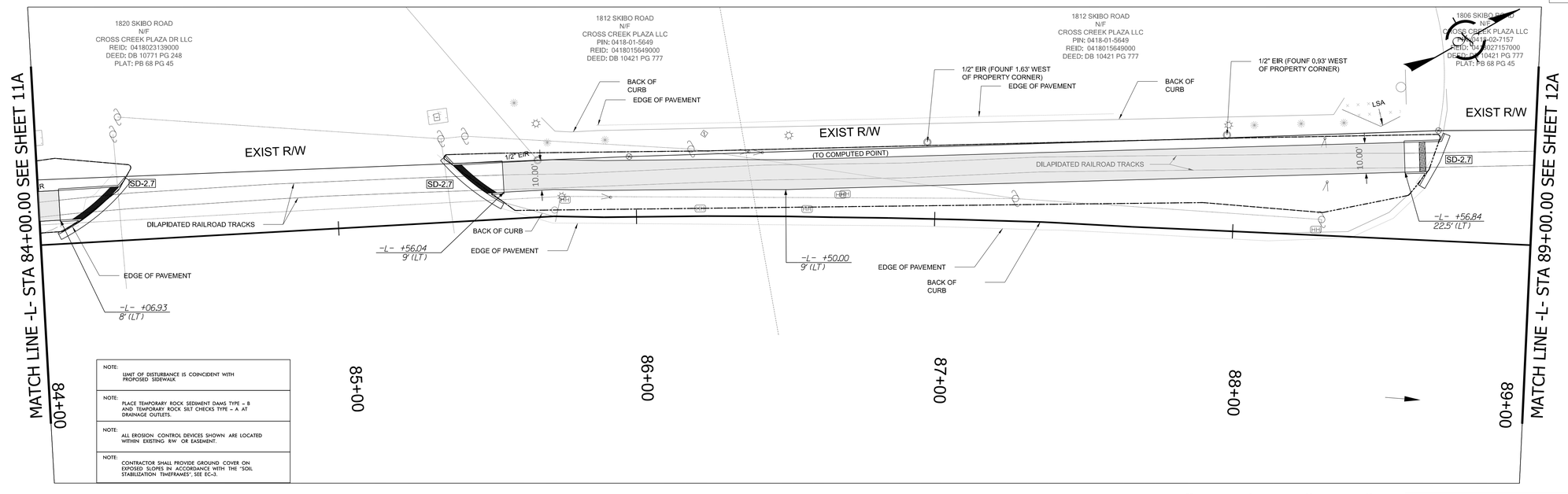
NOTE: LIMIT OF DISTURBANCE IS COINCIDENT WITH PROPOSED SIDEWALK

NOTE: PLACE TEMPORARY ROCK SEDIMENT DAMS TYPE – B AND TEMPORARY ROCK SILT CHECKS TYPE – A AT DRAINAGE OUTLETS.

NOTE: ALL EROSION CONTROL DEVICES SHOWN ARE LOCATED WITHIN EXISTING R/W OR EASEMENT.

NOTE: CONTRACTOR SHALL PROVIDE GROUND COVER ON EXPOSED SLOPES IN ACCORDANCE WITH THE "SOIL STABILIZATION TIMEFRAMES", SEE EC–3.

11B



NOTE: LIMIT OF DISTURBANCE IS COINCIDENT WITH PROPOSED SIDEWALK

NOTE: PLACE TEMPORARY ROCK SEDIMENT DAMS TYPE – B AND TEMPORARY ROCK SILT CHECKS TYPE – A AT DRAINAGE OUTLETS.

NOTE: ALL EROSION CONTROL DEVICES SHOWN ARE LOCATED WITHIN EXISTING R/W OR EASEMENT.

NOTE: CONTRACTOR SHALL PROVIDE GROUND COVER ON EXPOSED SLOPES IN ACCORDANCE WITH THE "SOIL STABILIZATION TIMEFRAMES", SEE EC–3.

SKIBO ROAD SIDEWALK

SHEET NUMBER 11 OF 17

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
1	

PROJECT EB-6030
NAME: US 401 SIDEWALK
SCALE: 1" = 20'
DATE: 3/16/2023

DRAWN: HDC
DESIGN: HDC
CHECK: MDP
APPROVED:

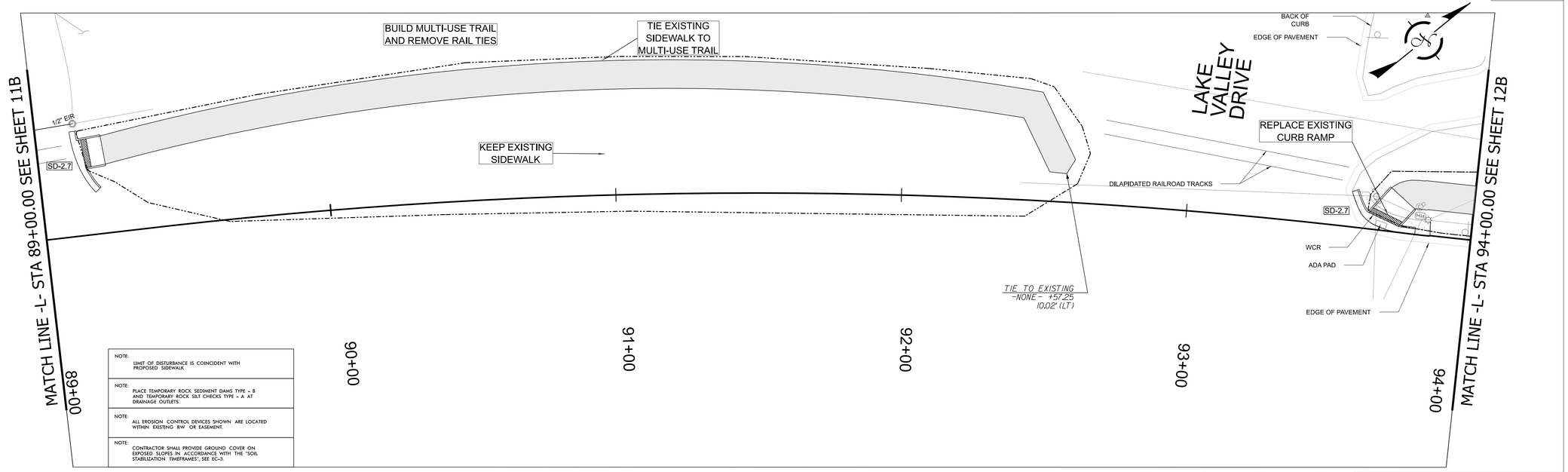
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NCDOT # EB-6030

SYSTIME
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USERNAME

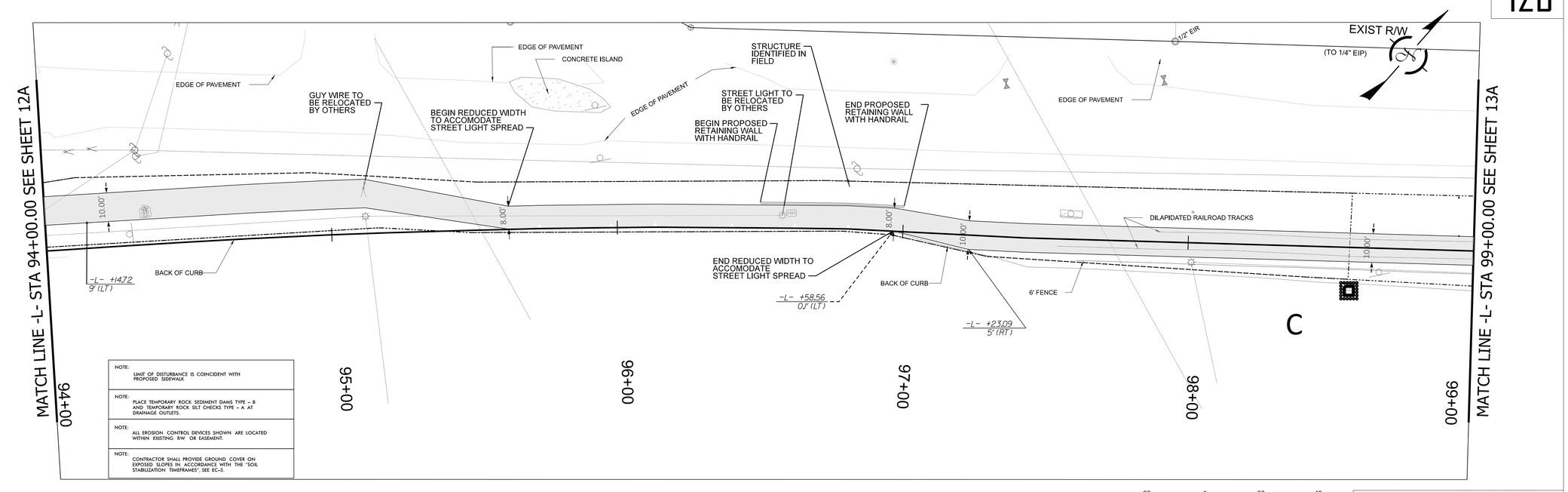
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12A



12B



C

SKIBO ROAD SIDEWALK

SHEET NUMBER 12 OF 17

PLAN TYPE:

FAYETTEVILLE N.C.
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

PROJECT NAME :	EB-6030 US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3/16/2023

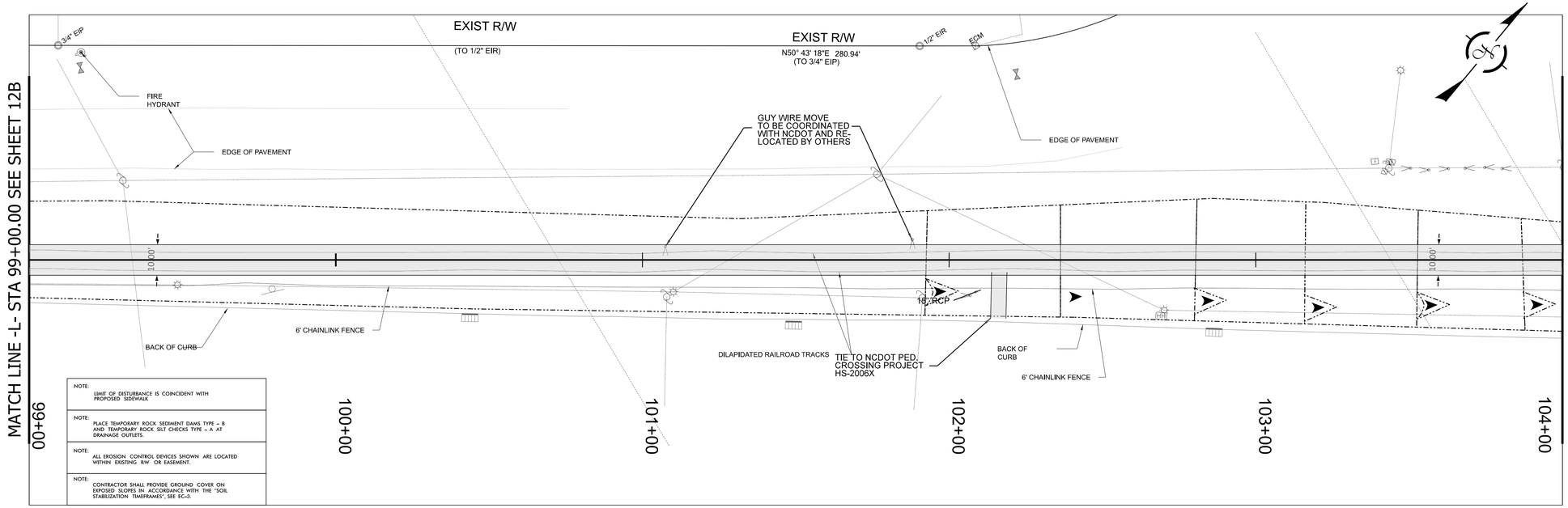
PROJECT # WO-009
NCDOT # EB-6030

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$$$$$$$$USERNAME$$$$
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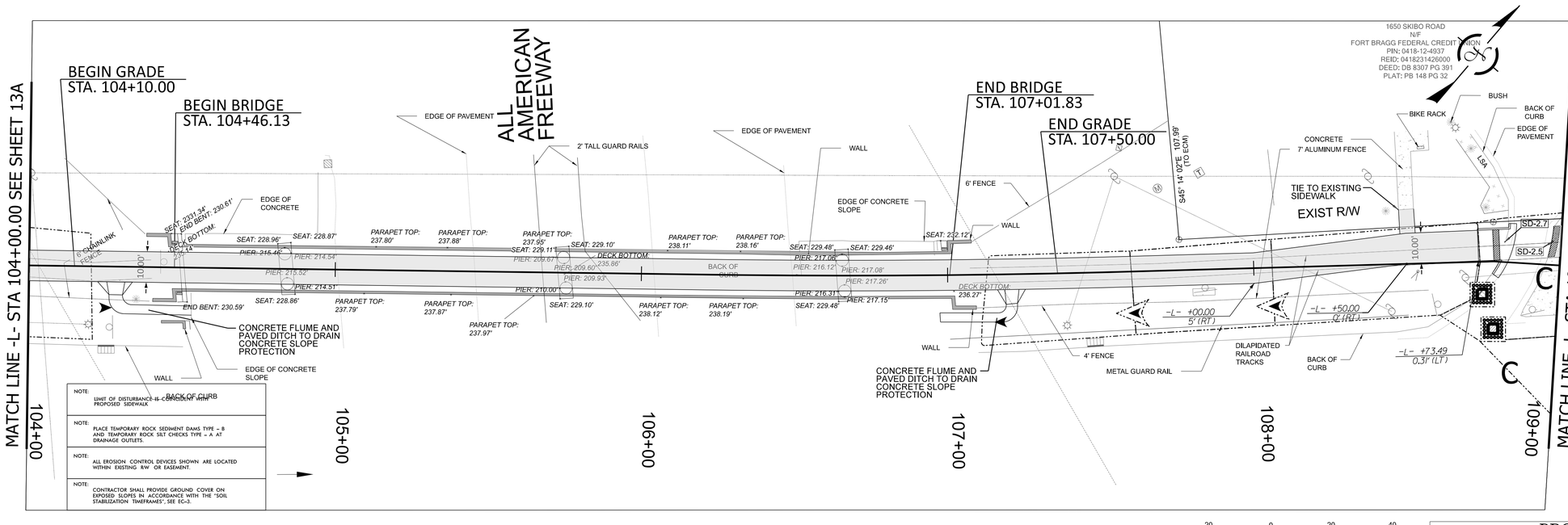
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5/14/99

13A



13B



SKIBO ROAD SIDEWALK

SHEET NUMBER 13 OF 17

PLAN TYPE:

FAYETTEVILLE N.C.
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
1	

PROJECT	EB-6030
NAME :	US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3 /16 /2023

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

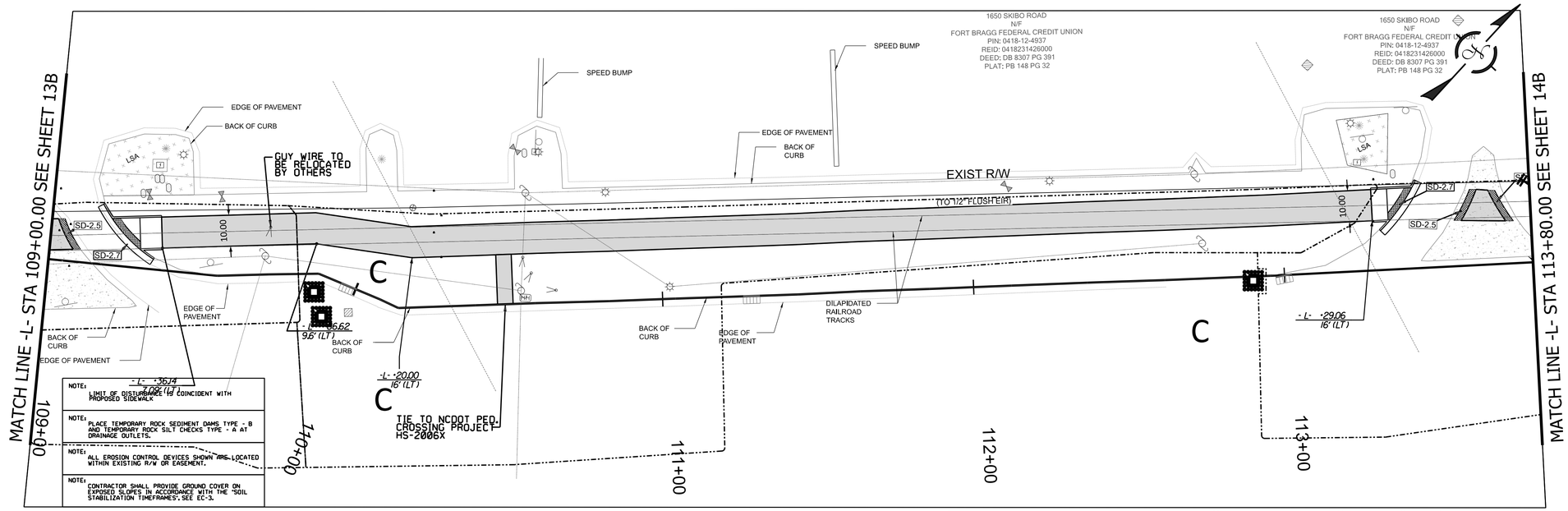
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NCDOT # EB-6030

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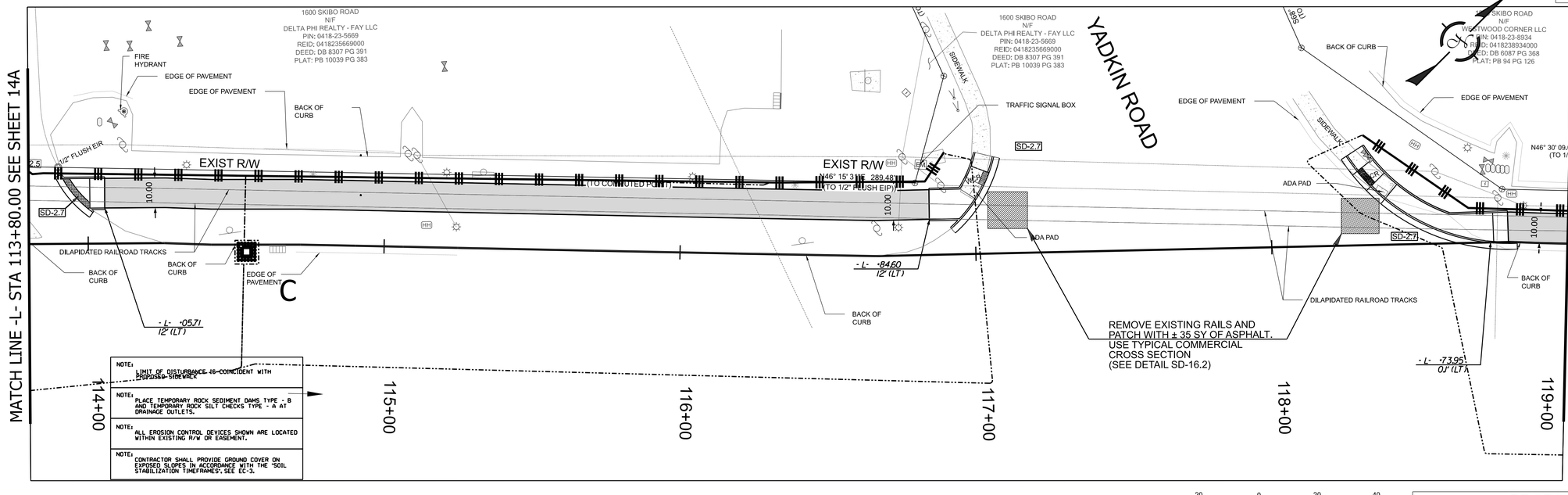
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14A



14B



SKIBO ROAD SIDEWALK

SHEET NUMBER 14 OF 17

PLAN TYPE:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
1	

PROJECT	EB-6030
NAME :	US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3 / 16 / 2023

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DESIGN :	HDC
CHECK :	MDP
APPROVED :	

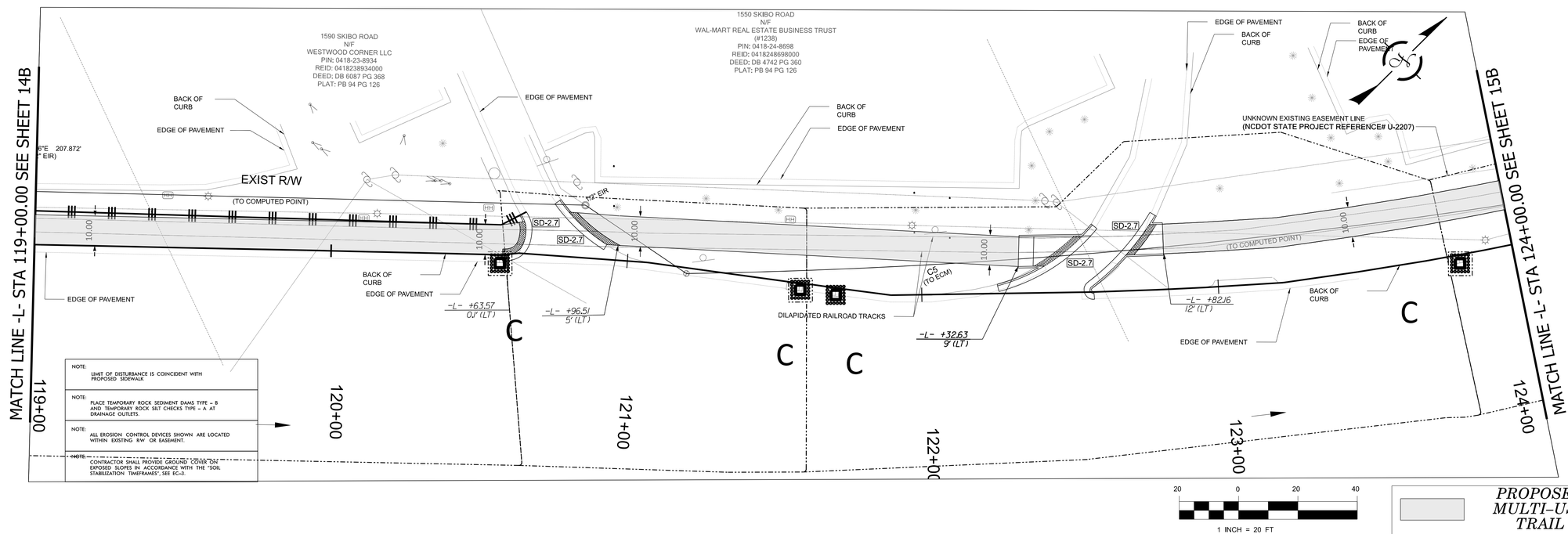
PROJECT # WO-009
NCDOT # EB-6030

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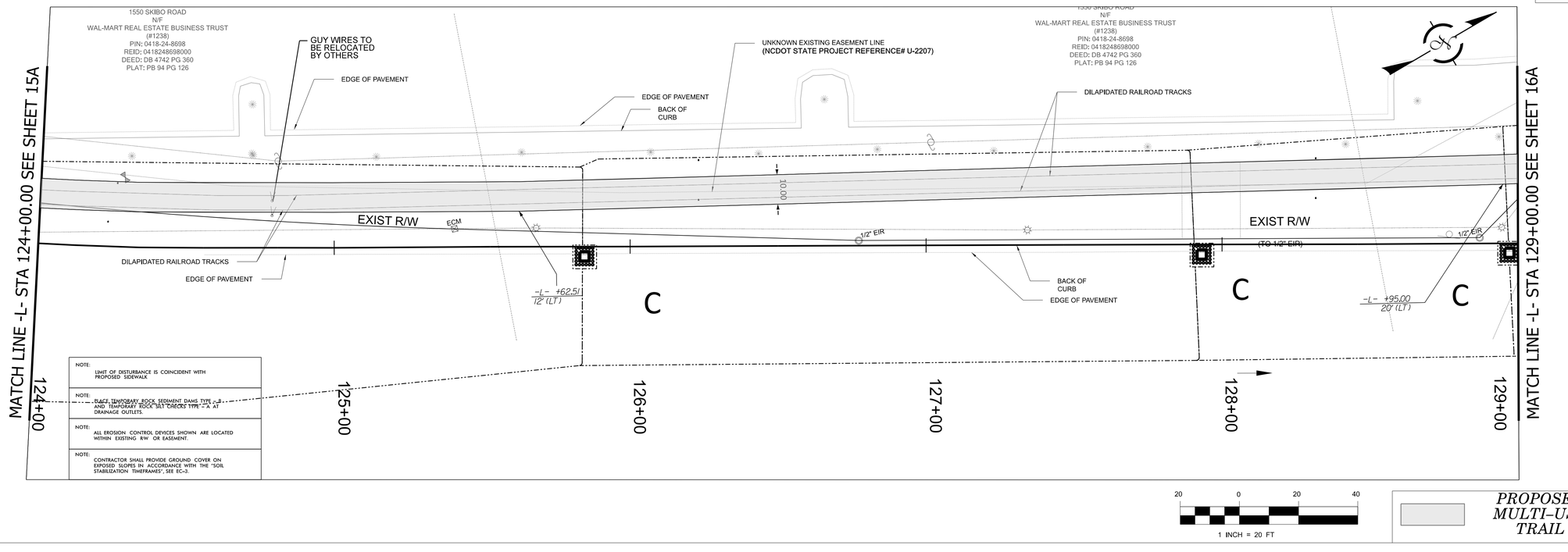
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5/14/99

15A



15B



SKIBO ROAD SIDEWALK

SHEET NUMBER 15 OF 17

PLAN TYPE:

FAYETTEVILLE N.C.
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
1	

PROJECT NAME :	EB-6030 US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3/16/2023
DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

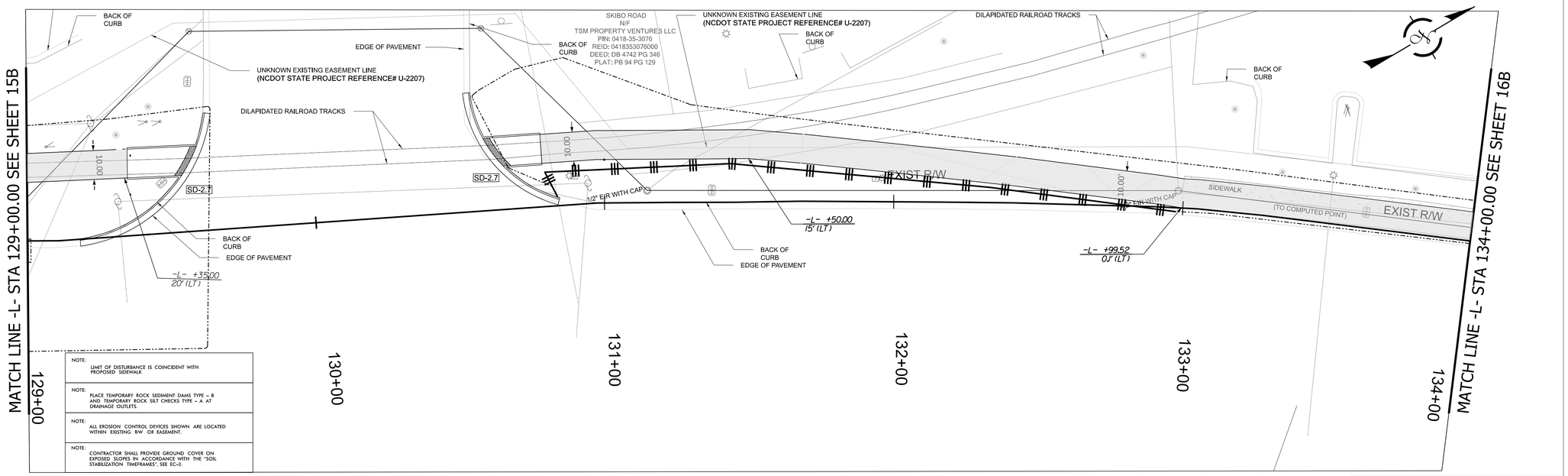
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NCDOT # EB-6030

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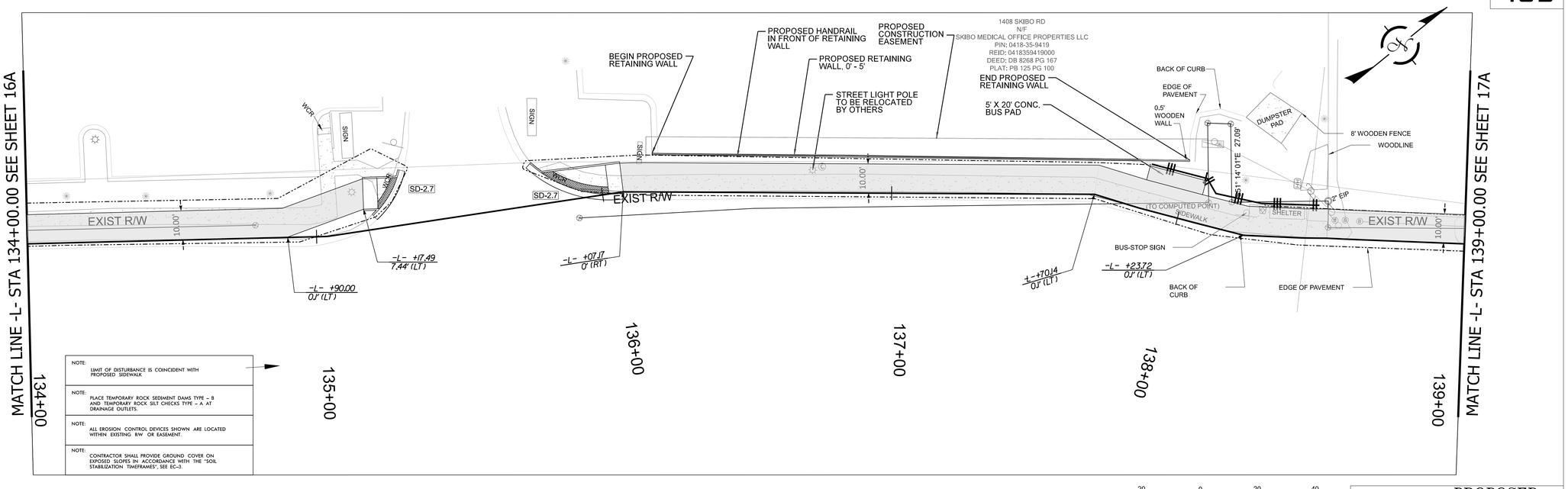
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16A



16B



SKIBO ROAD SIDEWALK

SHEET NUMBER 16 OF 17

PLAN TYPE:

FAYETTEVILLE N.C.
AMERICA'S CAN DO CITY
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
1	

DRAWN :	HDC
DESIGN :	HDC
CHECK :	MDP
APPROVED :	

PROJECT NAME :	EB-6030 US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3/16/2023

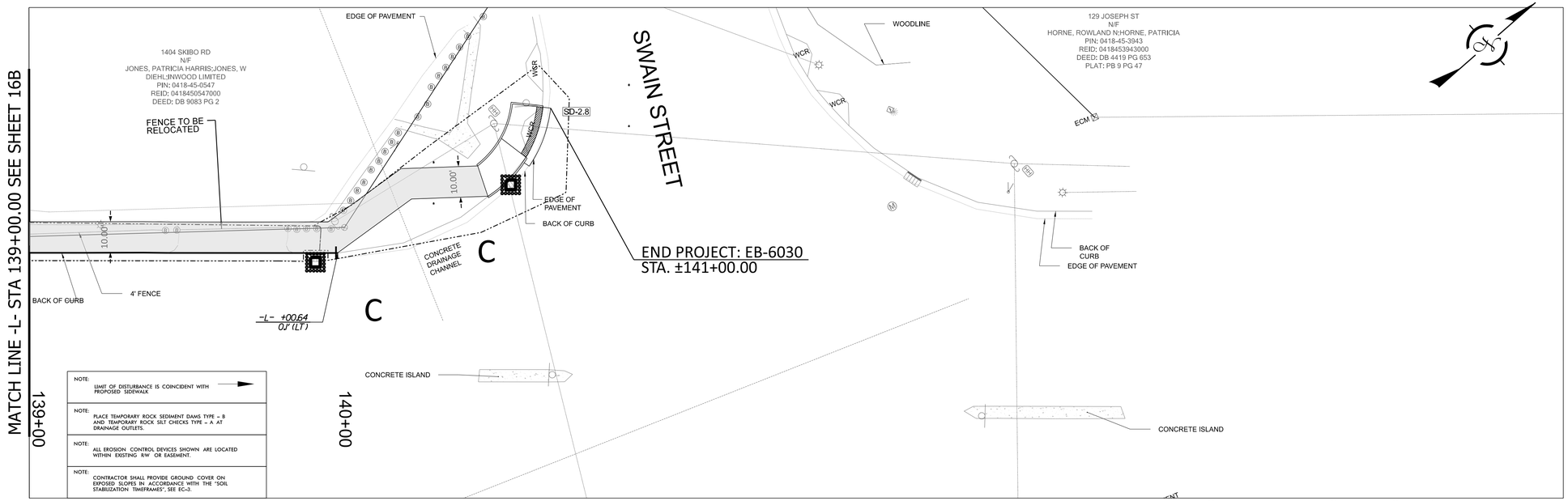
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5/14/99

17A



20 0 20 40
1 INCH = 20 FT
PROPOSED MULTI–USE TRAIL

SKIBO ROAD SIDEWALK

SHEET NUMBER 17 OF 17

PLAN TYPE:

FAYETTEVILLE N.C.
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

REVISIONS:

REV.	
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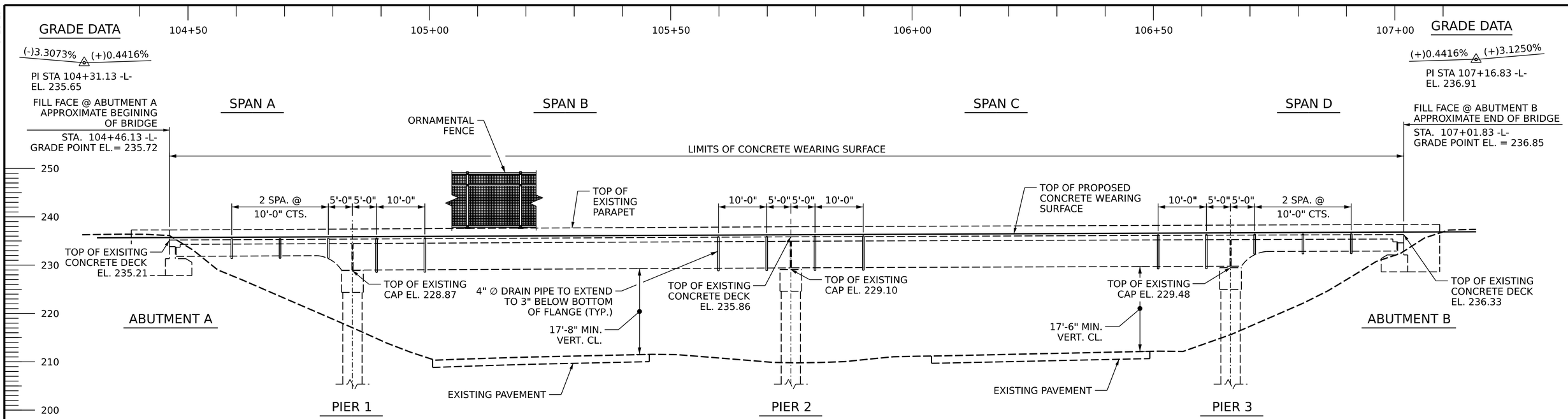
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CHECK :	MDP
APPROVED :	
PROJECT NAME :	EB-6030 US 401 SIDEWALK
SCALE :	1" = 20'
DATE:	3/16/2023

PROJECT # WO-009
NCDOT # EB-6030

$$$$$$$SYSTIME$$$$
$$$$$$$USERNAME$$$$
$$$$$$$RUNS$$$$$$$

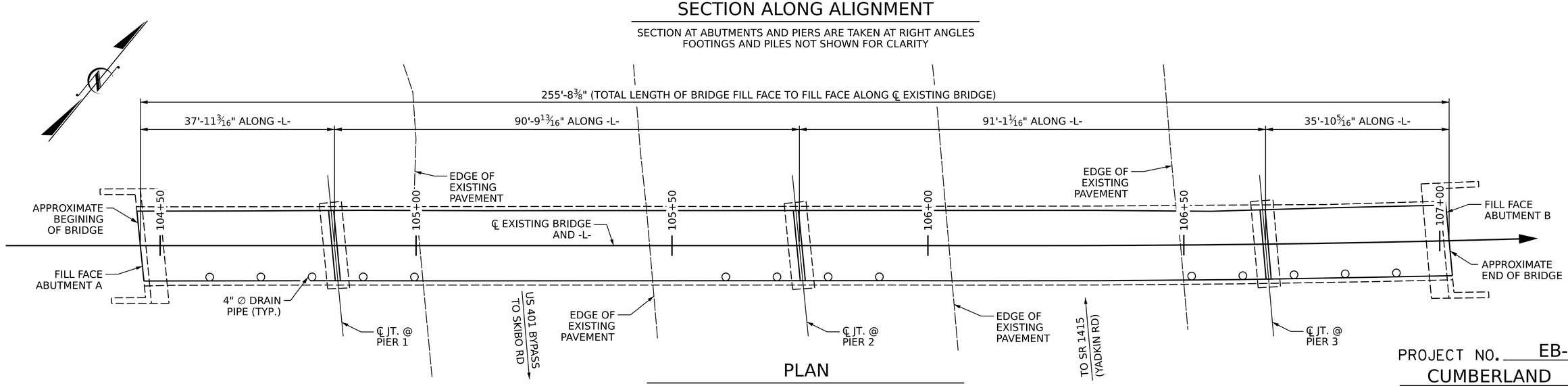
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8/26/21



SECTION ALONG ALIGNMENT

SECTION AT ABUTMENTS AND PIERS ARE TAKEN AT RIGHT ANGLES
FOOTINGS AND PILES NOT SHOWN FOR CLARITY



PLAN

COLUMNS, FOOTINGS, AND PILES NOT SHOWN FOR CLARITY

PROJECT NO. EB-6030

CUMBERLAND COUNTY

STATION: 105+74.88 -L-

BRIDGE #250230

SCOPE OF WORK

REMOVE EXISTING RAILROAD TIES, BALLAST, DECK JOINT PLATES, AND DRAINAGE HARDWARE FROM BRIDGE DECK.

REPAIR ANY DAMAGED PORTION OF CONCRETE DECK.

INSTALL 4" ∅ DECK DRAINS.

INSTALL CONCRETE WEARING SURFACE.

INSTALL FOAM JOINT SEALS.

INSTALL ORNAMENTAL FENCE.

NOTES:

EXISTING DIMENSIONS AND BRIDGE CONDITION ARE FROM THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL FIELD VERIFY THE INFORMATION SHOWN ON THE PLANS AND NOTIFY THE ENGINEER IF ACTUAL DIMENSIONS AND CONDITIONS DIFFER.

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

DRAWN BY : L. L. BLANKENSHIP DATE : 7-2023
CHECKED BY : J. M. ROBINSON DATE : 8-2023
DESIGN ENGINEER OF RECORD: J. T. WILLIAMS DATE : 8-2023

PREPARED BY
MOTT MACDONALD
7621 Parfitt Rd., Suite 115
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(919) 553-2153
License No. F-0669
www.mottmac.com

NORTH CAROLINA PROFESSIONAL SEAL 043301 ENGINEER JONATHAN T. WILLIAMS
Signed by: Jonathan T. Williams
CF8834B85D82449...
13-Sep-2024

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH

GENERAL DRAWING

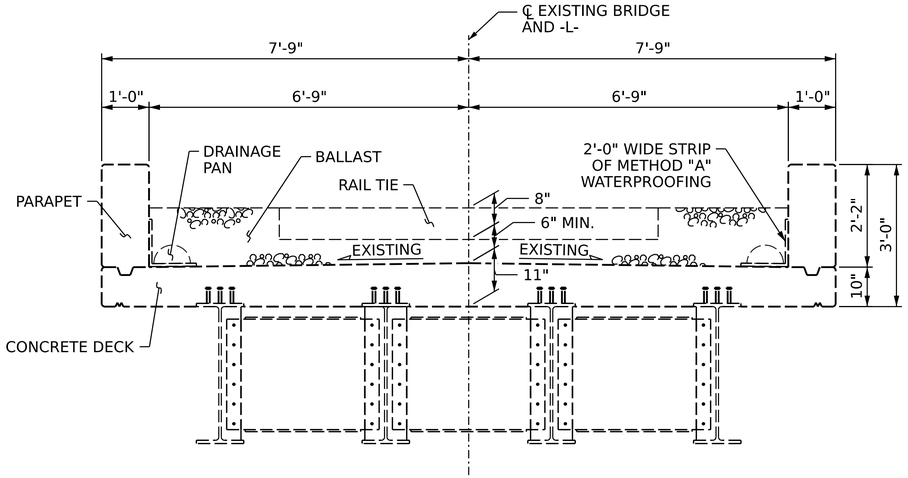
REPURPOSE RAILROAD
BRIDGE OVER SR1007
(ALL AMERICAN FREEWAY)

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S-1
1			3			TOTAL SHEETS
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jwilliams

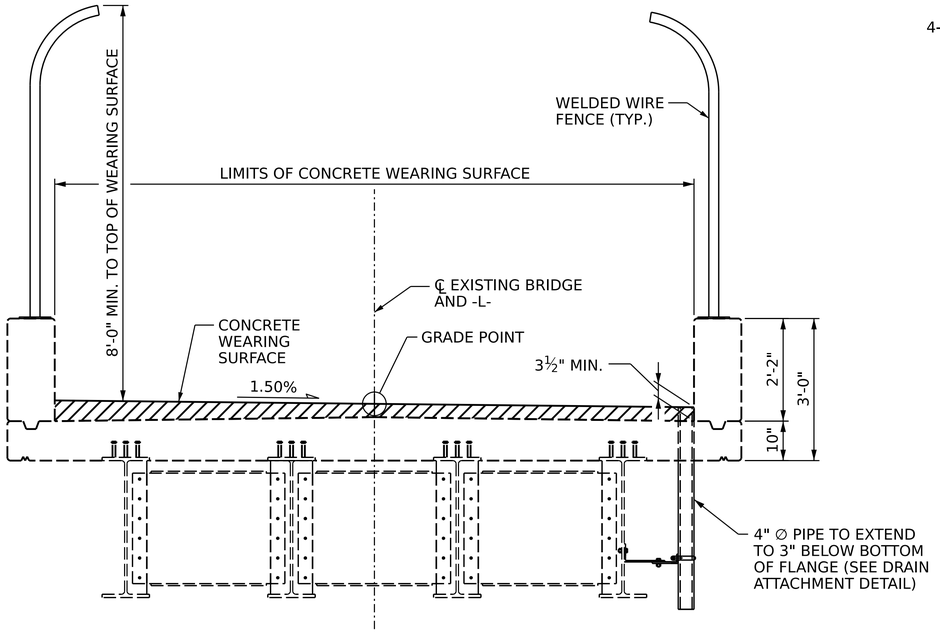
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8/26/21



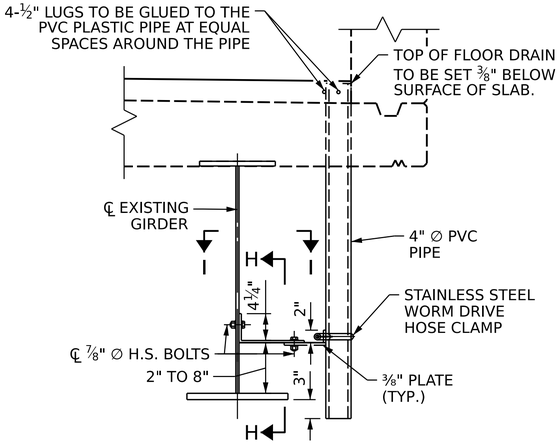
EXISTING TYPICAL SECTION

SPANS A AND D SHOWN
SPAN B AND C SIMILAR EXCEPT WITH DEEPER GIRDERS

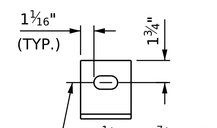


PROPOSED TYPICAL SECTION

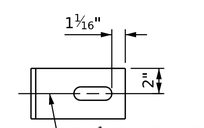
SPANS A AND D SHOWN
SPAN B AND C SIMILAR EXCEPT WITH DEEPER GIRDERS



DRAIN ATTACHMENT DETAIL



SECTION H-H



SECTION I-I

TOTAL BILL OF MATERIAL

	ORNAMENTAL FENCE	CONCRETE WEARING SURFACE	FOAM JOINT SEALS	ELASTOMERIC CONCRETE FOR BRIDGE PRESERVATION
	LIN. FT.	SQ. FT.	LUMP SUM	CU. FT.
SUPERSTRUCTURE	558	3452	LUMP SUM	19.0
TOTAL	558	3452	LUMP SUM	19.0

DRAIN NOTES:

UPON COMPLETION OF SHOP FABRICATION, ALL STEEL PARTS, INCLUDING BOLTS AND WASHERS, SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

PLATES SHALL CONFORM TO AASHTO M270 GRADE 36 STEEL OR APPROVED EQUAL. THE 4'' ∅ PVC PIPE AND FITTINGS SHALL BE SCHEDULE 40 AND CONFORM TO ASTM D-1785.

COUPLING IN DRAIN PIPE WILL BE PERMITTED AS APPROVED BY THE ENGINEER.

STAINLESS STEEL WORM DRIVE HOSE CLAMP SHALL BE COMMERCIAL QUALITY.

PVC DRAINS SHALL BE PAINTED WITH AN APPROVED VINYL PAINT. SEE SPECIAL PROVISIONS.

4 -½" SQUARE LUGS TO BE GLUED TO THE PVC PLASTIC PIPE AT EQUAL SPACES AROUND THE PIPE DRAIN APPROXIMATELY 2" FROM THE TOP OF THE PIPE.

NO SEPARATE PAYMENT WILL BE MADE FOR DECK DRAINS. THE ENTIRE COST OF FURNISHING AND INSTALLING THE DECK DRAINS SHALL BE INCLUDED IN THE PRICE BID FOR "CONCRETE WEARING SURFACE".

FOR LOCATIONS OF DECK DRAINS SEE "GENERAL DRAWING".

DECK DRAIN LOCATIONS MAY BE SHIFTED SLIGHTLY TO AVOID EXISTING BRIDGE DECK REINFORCING STEEL.

TOP OF FLOOR DRAIN TO BE SET ⅜" BELOW TOP OF CONCRETE WEARING SURFACE.

THE 4" ∅ PVC PLASTIC PIPE AND FITTINGS SHALL BE SCHEDULE 40 AND CONFORM TO ASTM D1785.

THE CONTRACTOR SHALL USE APPROPRIATE MEANS TO LOCATE REINFORCING STEEL IN THE EXISTING BRIDGE DECK PRIOR TO CORING FOR DECK DRAINS.

NOTES:

IT IS THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL STATE AND FEDERAL SAFETY REQUIREMENTS.

THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT THE EXISTING STRUCTURE WHICH IS TO REMAIN IN PLACE WILL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY PART OF THE EXISTING STRUCTURE WHICH IS TO STAY IN PLACE, THE DAMAGED AREA SHALL BE REPAIRED OR REPLACED IN A MANNER SATISFACTORY TO THE ENGINEER AT NO ADDITIONAL COST TO THE DEPARTMENT.

WORK ON BRIDGE SHALL BE PERFORMED SO AS NOT TO ALOW DEBRIS TO FALL BELOW, THE CONTRACTOR SHALL SUBMIT PLANS FOR CONSTRUCTION IN ACCORDANCE TO THE PROJECT SPECIAL PROVISION.

ANY DAMAGE TO EXISTING REINFORCING STEEL, DURING CONTRACTOR'S OPERATIONS, SHALL BE REPAIRED AS DIRECTED BY THE ENGINEER AND PERFORMED AT NO ADDITIONAL COST TO THE DEPARTMENT.

AT THE TIME OF PREPARATION OF THESE PLANS, IT WAS NOT ANTICIPATED THAT CONCRETE REPAIRS WOULD BE REQUIRED. HOWEVER, IT MAY BE DETERMINED IN THE FIELD THAT CONCRETE REPAIRS OR OTHER WORK WILL BE NECESSARY TO PROPERLY COMPLETE THE INTENDED BRIDGE PRESERVATION/ REHABILITATION WORK. THE CONTRACTOR SHALL BE PREPARED TO PERFORM SUCH WORK IN A TIMELY MANNER, AS DETERMINED IN THE FIELD. SUCH WORK SHALL BE CONSIDERED EXTRA WORK AND SHALL BE ADDRESSED AS PER ARTICLE 104-7 OF THE STANDARD SPECIFICATIONS. PROJECT SPECIAL PROVISIONS THAT OUTLINE REQUIREMENTS FOR THESE POTENTIAL ADDITIONAL WORK ITEMS HAVE BEEN PROVIDED IN PROJECT DOCUMENTS, BUT NO QUANTITIES HAVE BEEN LISTED. ACTUAL PAY ITEMS, QUANTITIES, AND COSTS WILL BE ESTABLISHED, AS REQUIRED, IF EXTRA WORK IS ENCOUNTERED.

VERIFY GRADE ALLOWS FOR MINIMUM 3½" CONCRETE WEARING SURFACE AT ALL LOCATIONS, NOTIFY THE ENGINEER IF MINIMUM GRADE ALLOWED DIFFERS.

FOR OTHER DESIGN DATA AND GENERAL NOTES, SEE SHEET SN.

FOR SUBMITTAL OF WORKING DRAWINGS SEE SPECIAL PROVISIONS.

FOR MAINTENANCE AND PROTECTION OF TRAFFIC BENEATH EXISITNG STRUCTURE, SEE SPECIAL PROVISIONS.

FOR FALSEWORK AND FORMWORK, SEE SPECIAL PROVISIONS.

FOR GROUT FOR STRUCTURES, SEE SPECIAL PROVISIONS.

THE SURFACE OF THE EXISTING BRIDGE DECK SHALL BE PREPARED IN ACCORDANCE WITH THE PROJECT SPECIAL PROVISION. FOR CONCRETE WEARING SURFACE, SEE SPECIAL PROVISIONS.

FOR ELASTOMERIC CONCRETE, SEE SPECIAL PROVISIONS.

FOR ORNAMENTAL FENCE, SEE SPECIAL PROVISIONS.

FOR CRANE SAFETY, SEE SPECIAL PROVISIONS.

FOR CONCETE REPAIRS, SEE SPECIAL PROVISIONS.

PROJECT NO. EB-6030
CUMBERLAND COUNTY
STATION: 105+74.88 -L-

PREPARED BY
MOTT MACDONALD
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NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043301 JONATHAN T. WILLIAMS
Signed by: Jonathan T. Williams
CF8834B85D82449...
13-Sep-2024

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STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH

TYPICAL SECTION

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1			3			TOTAL SHEETS
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FAYETTEVILLE NC
AMERICA'S CAN DO CITY

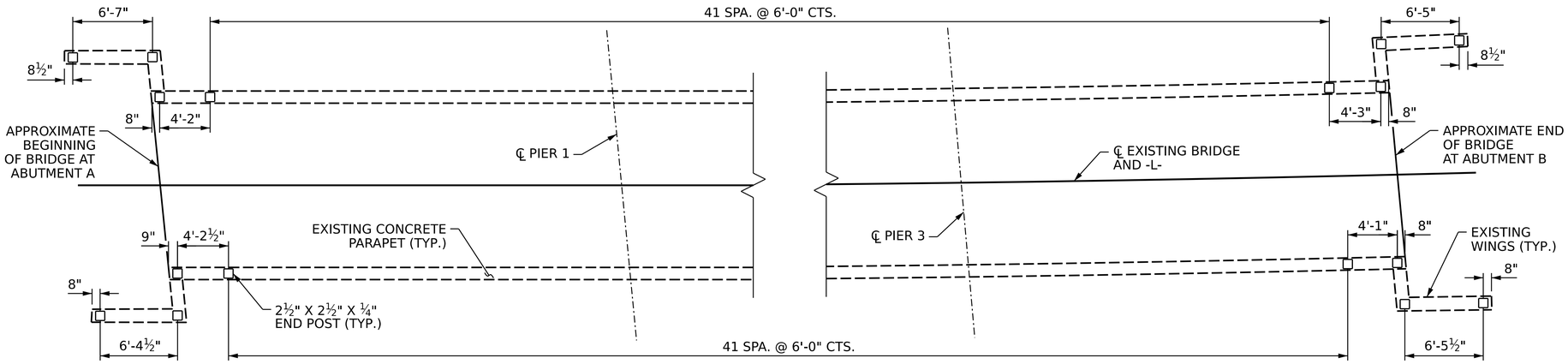
ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

DRAWN BY : L. L. BLANKENSHIP DATE : 7-2023
CHECKED BY : J. M. ROBINSON DATE : 8-2023
DESIGN ENGINEER OF RECORD: J. T. WILLIAMS DATE : 8-2023

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8/26/21



NOTES:

FOR ORNAMENTAL FENCE, SEE SPECIAL PROVISIONS.

ALL BOLTS SHALL BE HILTI ¾" ∅ HAS-E HDG ANCHOR ROD WITH HILTI HIT HY 200 (6¾" MIN. EMBEDMENT) OR APPROVED EQUAL.

FOR SETTING ANCHOR BOLTS, THE CONTRACTOR SHALL USE AN NCDOT APPROVED ADHESIVE BONDING SYSTEM. LEVEL ONE FIELD TESTING OF BONDING SYSTEM IS REQUIRED AND THE YIELD LOAD OF THE ¾" ∅ BOLTS IS 8.0 KIPS.

FENCE POST LOCATIONS SHALL BE SHIFTED, AS NECESSARY, TO AVOID REINFORCING STEEL IN EXISTING CONCRETE PARAPET AND TO MAINTAIN 12" MINIMUM DISTANCE FROM ANCHOR BOLT TO JOINTS IN EXISTING CONCRETE PARAPET.

* RADIUS NOT REQUIRED ATOP EXISTING WINGS.

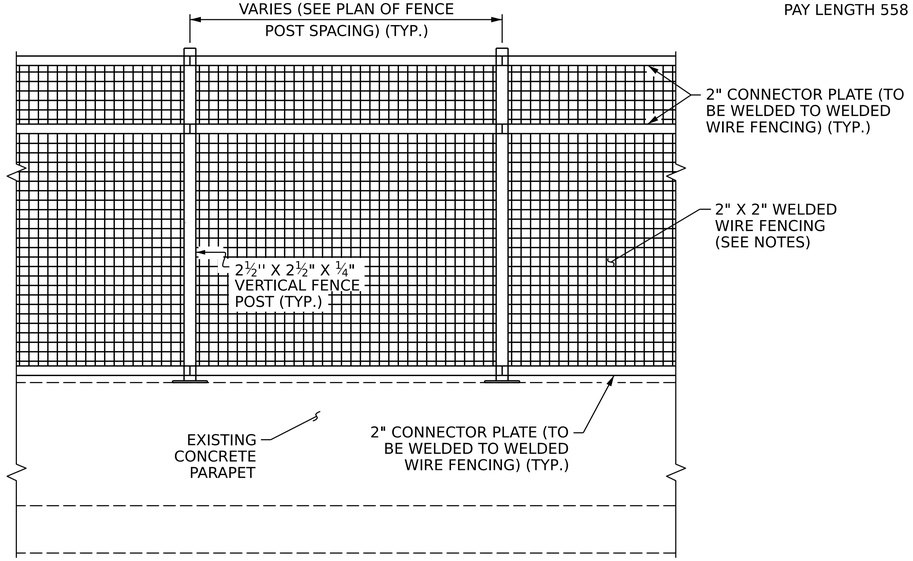
DIMENSIONS TAKEN ALONG INSIDE FACE OF BARRIER.

WIRE MESH FENCE SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2453 TYPE 2.

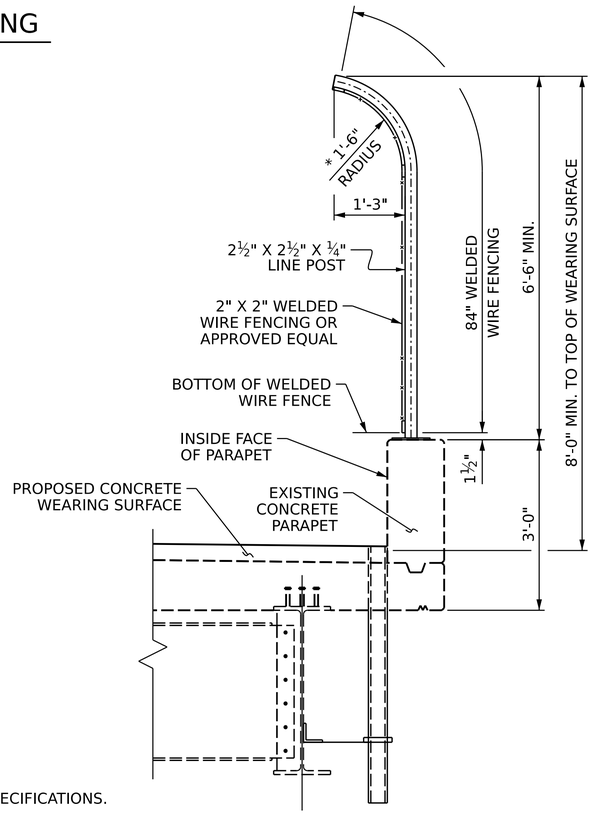
ORNAMENTAL FENCE SHALL BE 2" X 2" WELDED WIRE OR APPROVED EQUAL.

PLAN OF FENCE POST SPACING

PAY LENGTH 558 FEET.

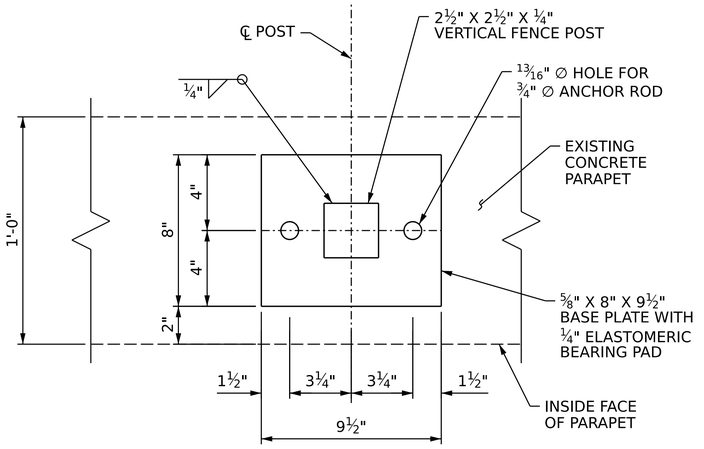


PARTIAL ELEVATION



SECTION THRU FENCE

RIGHT SIDE SHOWN, LEFT SIMILAR



BASE PLATE DETAIL

NOTES (CONTINUED):

ADHERE TO THE APPLICABLE REQUIREMENTS OF SECTION 1074 OF THE STANDARD SPECIFICATIONS.

POSTS, BASE PLATES, AND CONNECTOR PLATES SHALL MEET THE REQUIREMENTS FOR AASHTO M270 GRADE 50 AND SHALL BE GALVANIZED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

BOLTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A307 AND NUTS SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M291. BOLTS, NUTS, AND WASHERS SHALL BE GALVANIZED. AT THE CONTRACTOR'S OPTION, STAINLESS STEEL BOLTS, NUTS, AND WASHERS MAY BE USED AS AN ALTERNATE FOR THE GALVANIZED BOLTS, NUTS, AND WASHERS. THEY SHALL CONFORM TO OR EXCEED THE MECHANICAL REQUIREMENTS OF ASTM A307. THE USE OF THIS ALTERNATE SHALL BE APPROVED BY THE ENGINEER.

THE CONTRACTOR SHALL USE APPROPRIATE MEANS TO LOCATE REINFORCING STEEL IN THE EXISTING CONCRETE PARAPET PRIOR TO CORING FOR ANCHOR BOLTS.

THE CONTRACTOR SHALL VERIFY THE DIMENSIONS AND POST SPACINGS IN THE FIELD PRIOR TO FABRICATION AND INSTALLATION OF FENCE.

PROJECT NO. EB-6030

CUMBERLAND COUNTY

STATION: 105+74.88 -L-

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

DRAWN BY : L. L. BLANKENSHIP DATE : 7-2023
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Signed by: Jonathan T. Williams
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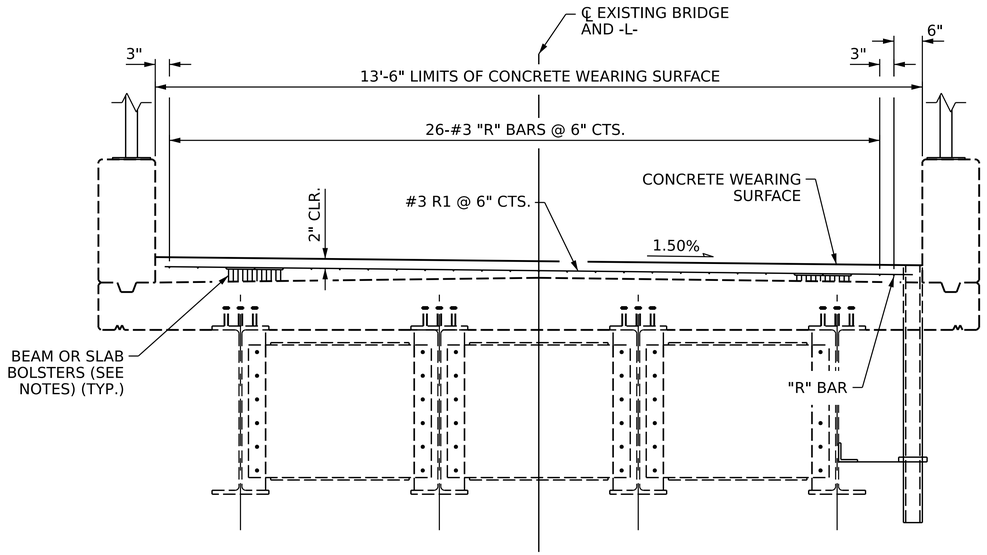
ORNAMENTAL FENCE

REVISIONS						SHEET NO.
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jwilliams

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8/26/21



REINFORCING FOR CONCRETE WEARING SURFACE

NOTES:

THE CONTRACTOR SHALL FIELD VERIFY THE EXISTING JOINT OPENING PRIOR TO ORDERING JOINT SEAL MATERIAL. IF THE ACTUAL JOINT OPENING VARIES FROM THE OPENING INDICATED IN THE DETAILS BY MORE THAN ¼", NOTIFY THE ENGINEER.

AFTER THE CONTRACTOR HAS FIELD VERIFIED THE EXISTING JOINT OPENING THE MANUFACTURER IS TO PROVIDE THE NOMINAL UNCOMPRESSED SEAL WIDTH OF THE FOAM JOINT SEAL FOR THE SIZE OF THE OPENING ON THE PLANS AND ACCOMMODATE THE MINIMUM EXPANSION SHOWN ON THE PLANS.

FOAM JOINTS SHALL BE INSTALLED AS PER THE MANUFACTURER'S RECOMMENDATIONS.

THE CONTRACTOR SHALL TAKE CARE DURING JOINT REHAB OPERATIONS NOT TO DROP ANY MATERIAL BELOW THE BRIDGE, WITHOUT PROTECTIVE DEVICES BELOW TO CATCH THE MATERIAL. ANY MATERIAL THAT FALLS BELOW THE BRIDGE SHALL BE CONTAINED, REMOVED AND DISPOSED OF BY THE CONTRACTOR AT NO EXTRA COST TO THE DEPARTMENT. IF THE ENGINEER DETERMINES THAT THE PROTECTIVE DEVICES ARE NOT ADEQUATE OR NOT BEING EMPLOYED, THE WORK SHALL BE SUSPENDED UNTIL ADEQUATE PROTECTION IS PROVIDED.

THE CONTRACTOR WILL NOT BE PERMITTED TO FORM THE JOINTS IN LIEU OF SAWING THE JOINT.

THE INSTALLED FOAM JOINT SEAL SHALL BE WATER TIGHT.

QUANTITIES SHOWN IN THE ELASTOMERIC CONCRETE FOR PRESERVATION TABLE ARE BASED ON THE MINIMUM JOINT DEMOLITION SHOWN.

ALL REINFORCING STEEL FOR THE CONCRETE WEARING SURFACE SHALL BE EPOXY COATED

EXISTING DECK DATA IS FROM BEST INFORMATION AVAILABLE, CONCRETE WEARING SURFACE SHALL MAINTAIN A 3½" MINIMUM THICKNESS ACROSS THE BRIDGE.

BEAM OR SLAB BOLSTER SIZE TO BE FIELD VERIFIED. EXISTING CONDITIONS MAY VARY.

FOR CONCRETE WEARING SURFACE, SEE SPECIAL PROVISIONS.

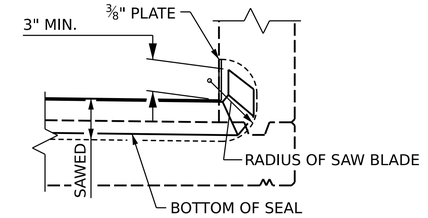
FOR FOAM JOINT SEALS, SEE SPECIAL PROVISIONS.

FOR ELASTOMERIC CONCRETE, SEE SPECIAL PROVISIONS.

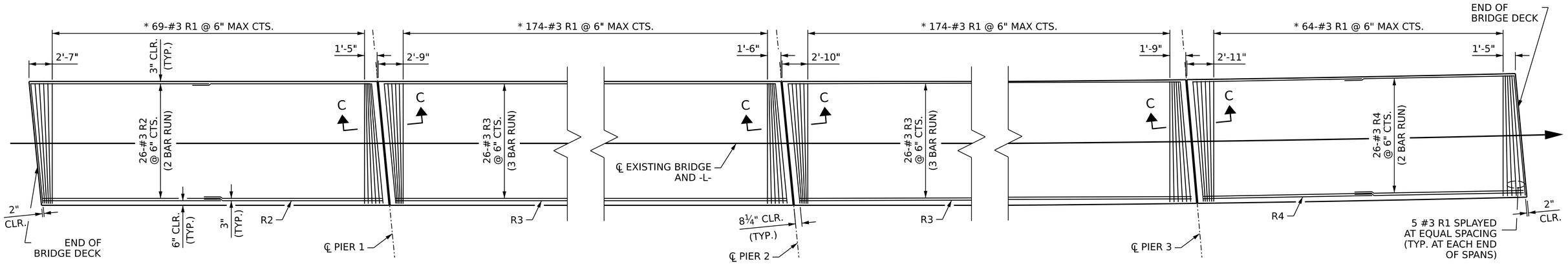
MODIFY AND REPLACE EXISTING ⅜" PLATE TO COVER REMAINING EXISTING RECESS AT INSIDE FACE OF EXISTING PARAPET.

BILL OF MATERIAL					
CONCRETE WEARING SURFACE					
BAR	NO.	SIZE	TYPE	LENGTH	WEIGHT
R1	521	#3	STR	13'-2"	2579
R2	54	#3	STR	19'-5"	394
R3	162	#3	STR	30'-11"	1883
R4	54	#3	STR	18'-5"	374
* EPOXY COATED REINFORCING STEEL 5,492 LBS					
CONCRETE WEARING SURFACE 3,452 SQ. FT.					

SPLICE LENGTH CHART	
BAR SIZE	EPOXY COATED
#3	1'-6"



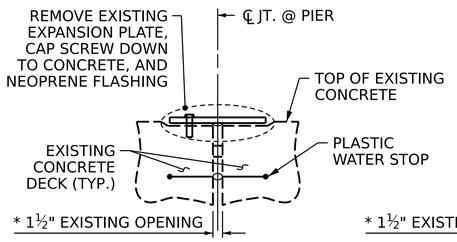
SECTION THROUGH JOINT



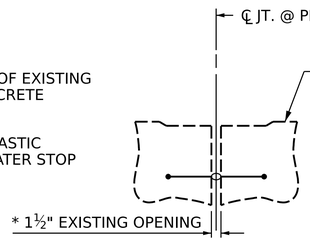
PLAN

* BARS ARE TO BE PLACED PERPENDICUAR TO ℄ OF BRIDGE

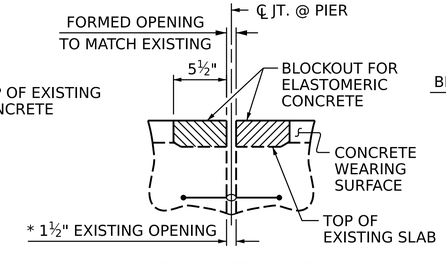
SAWED OPENING TABLE		
	PIER 1 & 3	PIER 2
@ 45° F	2⅜"	2½"
@ 90° F	2¼"	1⅞"
@ 65° F	2⁵⁄₁₆"	2⁵⁄₁₆"



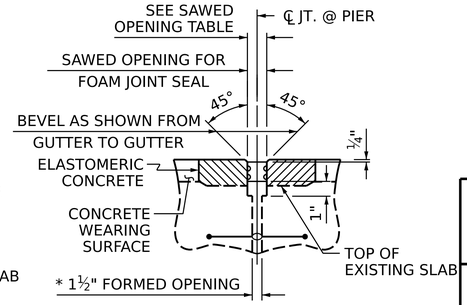
EXISTING JOINT



MINIMUM EXISTING JOINT
DEMOLITION AT PIER



PROPOSED JOINT
PRE-SAWED DIMENSIONS



PROPOSED FOAM JOINT
SEAL EXPANSION

SECTION C-C

* EXISTING FORMED OPENING IS ASSUMED TO BE 1½", FIELD DIMENSIONS MAY VARY

PROJECT NO. EB-6030

CUMBERLAND COUNTY

STATION: 105+74.88 -L-

FAYETTEVILLE
AMERICA'S CAN DO CITY

ENGINEERING DIVISION
ENGINEERING & INFRASTRUCTURE DEPARTMENT
433 HAY STREET FAYETTEVILLE, NC 28301

DRAWN BY : L. L. BLANKENSHIP DATE : 7-2023
CHECKED BY : J. M. ROBINSON DATE : 8-2023
DESIGN ENGINEER OF RECORD: J. T. WILLIAMS DATE : 8-2023

PREPARED BY
MOTT MACDONALD
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Fuquay-Varina, NC 27526
(919) 553-2253
License No. F-0669
www.mottmac.com

NORTH CAROLINA PROFESSIONAL SEAL 043301 ENGINEER JONATHAN T. WILLIAMS
Signed by: Jonathan T. Williams
CF8834B85D82449...
13-Sep-2024

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH

CONCRETE WEARING SURFACE DETAILS

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S-4
1			3			TOTAL SHEETS
2			4			4

4/8/2024 2:14:50 PM
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jwilliams