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

# CONTRACT BONDS

FOR CONTRACT NO. C203503

WBS <u>40226.3.FS1 NHF-0087(15)</u>

T.I.P NO. R-4903

COUNTY OF <u>BLADEN</u>

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER LENGTH 1.108 MILES

LOCATION NC-87 AT US-701.

CONTRACTOR BARNHILL CONTRACTING COMPANY

ADDRESS P.O. BOX 7948

ROCKY MOUNT, NC 27804

BIDS OPENED DECEMBER 16, 2014

CONTRACT EXECUTION \_\_\_\_\_\_1/21/2015

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

# **PROPOSAL**

DATE AND TIME OF BID OPENING: **DECEMBER 16, 2014 AT 2:00 PM** 

CONTRACT ID C203503

WBS 40226.3.FS1

FEDERAL-AID NO. NHF-0087(15)

COUNTY BLADEN

T.I.P. NO. R-4903

MILES 1.108

ROUTE NO.

LOCATION NC-87 AT US-701.

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

#### **NOTICE:**

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

# PROPOSAL FOR THE CONSTRUCTION OF CONTRACT No. C203503 IN BLADEN COUNTY, NORTH CAROLINA

RALEIGH, NORTH CAROLINA

Date	20
DEPARTMENT	OF TRANSPORTATION,

The Bidder has carefully examined the location of the proposed work to be known as Contract No. C203503; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the 2012 Standard Specifications for Roads and Structures by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. <u>C203503</u> in <u>Bladen County</u>, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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

SEAL 21076

State Contract Officer

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11/13/2014

C203503 R-4903 Bladen County

# TABLE OF CONTENTS

# COVER SHEET PROPOSAL SHEET

# **PROJECT SPECIAL PROVISIONS**

CONTRACT TIME AND LIQUIDATED DAMAGES:	C 1
INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES: .	G-1
INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES: . INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: .	G 2
INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: . INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES: .	
INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES: . INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES: .	
PERMANENT VEGETATION ESTABLISHMENT:PERMANENT	
DELAY IN RIGHT OF ENTRY:	
MAJOR CONTRACT ITEMS:	
SPECIALTY ITEMS:	
FUEL PRICE ADJUSTMENT:	
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:	
DISADVANTAGED BUSINESS ENTERPRISE:	
CERTIFICATION FOR FEDERAL-AID CONTRACTS:	
CONTRACTOR'S LICENSE REQUIREMENTS:	
U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:	
SUBSURFACE INFORMATION:	
LOCATING EXISTING UNDERGROUND UTILITIES:	
RESOURCE CONSERVATION:	
DOMESTIC STEEL:	
REMOVABLE PAVEMENT MARKINGS - (Partial Payments for Materials):	
MAINTENANCE OF THE PROJECT:	
TWELVE MONTH GUARANTEE:	G-22
GIFTS FROM VENDORS AND CONTRACTORS:	
LIABILITY INSURANCE:	
EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:	G-23
PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:	G-29
EMPLOYMENT:	G-30
STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:	G-30
SUBLETTING OF CONTRACT:	G-31
NOTE TO CONTRACTOR:	G-31
ROADWAY	R-1
STANDARD SPECIAL PROVISIONS	
AVAILABILITY FUNDS – TERMINATION OF CONTRACTS	SSP-1
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY	SSP-2
ERRATA	SSP-5
PLANT AND PEST QUARANTINES	SSP-7
AWARD OF CONTRACT	SSP-8
MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS	SSP-9
REOUIRED CONTRACT PROVISIONS FEDERAL-AID CONST. CONTRACTS	

ON-THE-JOB TRAINING	SSP-21
MINIMUM WAGES	SSP-24
UNIT PROJECT SPECIAL PROVISIONS	
GEOTECHNICAL	GT_1
GEOENVIRONMENTAL	
SIGNING	
TRAFFIC CONTROL	
UTILITY CONSTRUCTION	UC-1
UTILITY BY OTHERS	UBO-1
EROSION CONTROL	
TRAFFIC SIGNALS	
STRUCTURE / CULVERTS	ST-1
PERMITS	P-1
PROPOSAL ITEM SHEET	
ITEM SHEET(S) (TAN SHEETS)	

#### PROJECT SPECIAL PROVISIONS

#### **GENERAL**

## **CONTRACT TIME AND LIQUIDATED DAMAGES:**

(8-15-00) (Rev. 12-18-07) 108 SPI G07 A

The date of availability for this contract is **January 26, 2015**, 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 March 14, 2018.

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

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

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

(7-1-95) (Rev. 2-21-12) 108 SPI G13

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

The date of availability for this intermediate contract time is **January 26, 2015**.

The completion date for this intermediate contract time is **September 15, 2017**.

The liquidated damages for this intermediate contract time are **Two Thousand Dollars** (\$ 2,000.00) per calendar day.

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

# INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: SPI G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on US 701 during the following time restrictions:

#### DAY AND TIME RESTRICTIONS

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

In addition, the Contractor shall not close or narrow a lane of traffic on US 701, 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

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

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

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

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

The liquidated damages are **Five Hundred Dollars** (\$ 500.00) per hour.

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

(2-20-07) (Rev. 10-15-13)

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for stopping traffic for the purpose of **installing a traffic shift and for removing overhead sign assemblies** and restoring traffic to the existing traffic pattern. The Contractor shall not stop traffic for these operations on **US 701 and NC 87** during the following time restrictions:

#### **DAY AND TIME RESTRICTIONS**

Monday thru Friday 7:00 A.M. to 9:00 A.M. And 4:00 P.M. to 6:00 P.M.

The maximum allowable time for stopping traffic for the purpose of **installing a traffic shift** and for removing overhead sign assemblies is **twenty** minutes for US 701 and NC 87. The Contractor shall reopen the travel lanes to traffic until any resulting traffic queue is depleted.

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

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

The liquidated damages are Two Hundred Fifty Dollars (\$250.00) per twenty (20)-minute time period.

# INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

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

108

SDI G14 H

The Contractor shall complete the work required of **Phase III**, **Steps 1 thru 7**, as shown on Sheet **TMP-3A** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is sixty (60) consecutive calendar days after and including the date the Contractor begins this work.

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

#### PERMANENT VEGETATION ESTABLISHMENT:

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

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the 2012 Standard Specifications. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

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

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

# **<u>DELAY IN RIGHT OF ENTRY:</u>** (7-1-95) (Rev. 7-15-14)

(7-1-95) (Rev. 7-15-14) 108 SPI 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	<u>Date</u>
001	Clark Brothers, LLC	2/27/15
001A	Clark Brothers, LLC	2/27/15
003	Nash, Winton Hester	2/27/15
007A	Town of Elizabethtown	2/27/15

#### **MAJOR CONTRACT ITEMS:**

(2-19-02) 104 SPI G28

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

Line #	Description
221	<b>Unclassified Excavation</b>
-or-	
229	

#### **SPECIALTY ITEMS:**

(7-1-95)(Rev. 1-17-12) 108-6 SP1 G37

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

Line #	Description
83 thru 95	Guardrail
96 thru 98	Fencing
102 thru 115	Signing
133 thru 140,	Long-Life Pavement Markings
142 thru 143	
141	Removable Tape
151	Permanent Pavement Markers
156 thru 177	Utility Construction
178 thru 205	Erosion Control
206	Reforestation
207 thru 220	Signals

#### **FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 2-18-14) 109-8 SPI G43

Revise the 2012 Standard Specifications as follows:

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

The base index price for DIESEL #2 FUEL is \$ 2.6380 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
Asphalt Concrete Base Course, Type	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type	Gal/Ton	2.90
Sand Asphalt Surface Course, Type	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to" Pavement	Gal/SY	0.245

#### **SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 5-20-14) 108-2 SPI G58

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

Fiscal Year		Progress (% of Dollar Value)
2015	(7/01/14 - 6/30/15)	23% of Total Amount Bid
2016	(7/01/15 - 6/30/16)	45% of Total Amount Bid
2017	(7/01/16 - 6/30/17)	28% of Total Amount Bid
2018	(7/01/17 - 6/30/18)	4% of Total Amount Bid

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

#### **DISADVANTAGED BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 12-17-13) 102-15(J) SPI G61

#### **Description**

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

#### **Definitions**

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

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

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

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

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

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

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

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

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

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

#### Forms and Websites Referenced in this Provision

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

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

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

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

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

http://connect.ncdot.gov/projects/construction/Construction% 20 Forms/Joint% 20 Check% 20 Notification% 20 Form.pdf

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

http://connect.ncdot.gov/letting/LetCentral/Letter % 20 of % 20 Intent % 20 to % 20 Perform % 20 as % 20 A was also as % 20 Perform % 20 % 20 Perform

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%20 Proposals%20 for%20 LGA%20 Content/08%20 DBE%20 Subcontractors%20 (Federal).doc

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

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

#### **DBE Goal**

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

Disadvantaged Business Enterprises 11.0 %

(A) If the DBE goal is more than zero, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.

(B) If the DBE goal is zero, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the Department.

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

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

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

#### **Listing of DBE Subcontractors**

At the time of bid, bidders shall submit <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 Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

#### (A) Electronic Bids

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

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

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

#### **DBE Prime Contractor**

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

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

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

#### Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 12:00 noon on the next official state business day.

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

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

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

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon of the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer the next official state business day. If the contractor cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

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

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

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

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

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

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

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

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

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

## **Non-Good Faith Appeal**

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

#### **Counting DBE Participation Toward Meeting DBE Goal**

#### (A) Participation

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

#### (B) Joint Checks

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

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

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

#### (D) Joint Venture

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

## (E) Suppliers

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

#### (F) Manufacturers and Regular Dealers

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

(1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **Commercially Useful Function**

#### (A) DBE Utilization

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

# (B) DBE Utilization in Trucking

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

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

provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

#### **DBE Replacement**

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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

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

#### (A) Performance Related Replacement

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

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

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

- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
  - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

#### (B) Decertification Replacement

- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

#### Changes in the Work

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

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

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

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

#### **Reports and Documentation**

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

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

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

## Reporting Disadvantaged Business Enterprise Participation

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

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

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

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

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

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

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

#### (A) Electronic Bids Reporting

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

#### (B) Paper Bids Reporting

The Contractor shall report the accounting of payments on the Department'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 2012 Standard Specifications may be cause to disqualify the Contractor.

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

(3-21-90)

SP1 G85

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

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

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

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

#### **CONTRACTOR'S LICENSE REQUIREMENTS:**

(7-1-95) 102-14 SP1 G88

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

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

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

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

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

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

#### SUBSURFACE INFORMATION:

(7-1-95) 450 SPI GI12 C

Subsurface information is available on the structure portion of this project only.

#### LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12) 105 SPI G115

Revise the 2012 Standard Specifications as follows:

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

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

#### **RESOURCE CONSERVATION:**

(5-21-13) 104-13 SPI GI18

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the 2012 Standard Specifications. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

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

#### **DOMESTIC STEEL:**

(4-16-13) 106 SP1 G120

Revise the 2012 Standard Specifications as follows:

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

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

## **REMOVABLE PAVEMENT MARKINGS - (Partial Payments for Materials):**

(7-1-95) (Rev. 8-16-11)

205-10

SP1 G124

When so authorized by the Engineer, partial materials payments will be made up to 95 percent of the delivered cost of pavement marking tape, provided that these materials have been delivered on or in the vicinity of the project, stored in an acceptable manner, not to exceed the shelf life recommended by the manufacturer, and further provided the documents listed in Subarticle 109-5(C) of the 2012 Standard Specifications have been furnished to the Engineer.

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

The provisions of Article 109-6 of the 2012 Standard Specifications will not apply to removable pavement marking materials.

#### MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the 2012 Standard Specifications as follows:

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

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

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

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

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

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

# **TWELVE MONTH GUARANTEE:**

(7-15-03) 108 SPI G145

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

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

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

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

C203503 R-4903 **G-23** Bladen County

#### **GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09) 107-1 SPI G152

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

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

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

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

#### **LIABILITY INSURANCE:**

5-20-14) SP1 G160

Revise the 2012 Standard Specifications as follows:

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

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

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

(1-16-07) (Rev 9-18-12) 105-16, 225-2, 16 SPI G180

#### General

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

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

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

#### **Roles and Responsibilities**

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

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

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

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

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

- (C) *Certified Installers* Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:
  - (1) Seeding and Mulching
  - (2) Temporary Seeding
  - (3) Temporary Mulching
  - (4) Sodding
  - (5) Silt fence or other perimeter erosion/sediment control device installations
  - (6) Erosion control blanket installation
  - (7) Hydraulic tackifier installation
  - (8) Turbidity curtain installation
  - (9) Rock ditch check/sediment dam installation
  - (10) Ditch liner/matting installation
  - (11) Inlet protection
  - (12) Riprap placement
  - (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
  - (14) Pipe installations within jurisdictional areas

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

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

#### **Preconstruction Meeting**

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

#### **Ethical Responsibility**

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

#### **Revocation or Suspension of Certification**

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

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

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

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

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

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

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

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

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

#### **Measurement and Payment**

Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer will be incidental to the project for which no direct compensation will be made.

#### PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

(2-20-07) (Rev. 3-19-13)

105-16, 230, 801

SP1 G181

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

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

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

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

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

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

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

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

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

#### **EMPLOYMENT:**

(11-15-11) (Rev. 1-17-12) 108, 102 SP1 G184

Revise the 2012 Standard Specifications as follows:

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

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

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

#### **STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

Revise the 2012 Standard Specifications as follows:

SP1 G185

Replace all references to "State Highway Administrator" with "Chief Engineer".

# **SUBLETTING OF CONTRACT:**

(11-18-2014) 108-6 SPI G186

Revise the 2012 Standard Specifications as follows:

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

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

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

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

#### **NOTE TO CONTRACTOR:**

Fly ash material and non-contaminated waste material from the project shall be excavated, hauled and placed within the regulated footprint of the Bladen County landfill as indicated in the plans, in accordance with Sections 225 and 802 of the *Standard Specifications*, and as directed by the Engineer. The Contractor shall provide an Erosion and Sedimentation Control Plan and Grading Plan to the Engineer and Bladen County for review and approval prior to placing waste material in the noted landfill. The waste material shall be placed in twelve (12) inch thick maximum lifts and tracked over with grading equipment for compaction. Minimum and maximum slopes shall be as indicated in the submitted grading plan but shall not exceed 4H:1V or be less than 5%. Grading shall be performed such as to facilitate drainage and grass mowing. No sedimentation traps/basins shall be constructed within the limits of the existing landfilled waste. The final grades shall be stabilized by vegetation in accordance with the approved erosion and sedimentation control plan.

Existing monitoring wells within the landfill shall remain accessible at all times. The Contractor shall not damage monitoring wells. Any wells damaged by the Contractor shall be repaired by the Contractor at no additional cost to the Department.

The Contractor will be allowed access to the landfill at points along US 701 and NC 87.

Seeding and mulching, fertilizer topdressing and establishing erosion control measures for the landfill/waste areas will be measured and paid at the contract unit prices for the items established in the contract.

Payment at the contract price per cubic yard for "Unclassified Excavation" shall be full compensation for excavating, hauling and satisfactorily placing the above described material.

### PROJECT SPECIAL PROVISIONS

### **ROADWAY**

#### **CLEARING AND GRUBBING - METHOD II:**

(9-17-02) (Rev. 1-17-12) 200 SP2 R02A

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

#### **BUILDING REMOVAL:**

(1-1-02) (Rev. 4-16-13) 215 SP2 R15 C

Remove the buildings, underground storage tanks and appurtenances listed below in accordance with Section 215 of the 2012 Standard Specifications:

#### **Building Removal**

Parcel 001 – Right of Approximate Survey Station 37+25, Survey Line -Y01-One Metal Storage Building

#### **Building Removal**

Parcel 001 – Right of Approximate Survey Station 38+20, Survey Line -Y01-Storage Sheds (3 Each)

When the description of the work for an item indicates a building partially inside and partially outside the right of way and/or construction area, but does not require the building to be cut off, the entire building shall be removed.

#### **TEMPORARY DETOURS:**

(7-1-95) (Rev. 11-19-13) 1101 SP2 R30B

Construct temporary detours required on this project in accordance with the typical sections in the plans or as directed.

After the detours have served their purpose, remove the portions deemed unsuitable for use as a permanent part of the project as directed by the Engineer. Salvage and stockpile the aggregate base course removed from the detours at locations within the right of way, as directed by the Engineer, for removal by State Forces. Place pavement and earth material removed from the detour in embankments or dispose of in waste areas furnished by the Contractor.

Aggregate base course and earth material that is removed will be measured and will be paid at the contract unit price per cubic yard for *Unclassified Excavation*. Pavement that is removed will be measured and will be paid at the contract unit price per square yard for *Removal of Existing Pavement*. Pipe culverts removed from the detours remain the property of the Contractor. Pipe culverts that are removed will be measured and will be paid at the contract unit price per linear foot for *Pipe Removal*. Payment for the construction of the detours will be made at the contract unit prices for the various items involved.

Such prices and payments will be full compensation for constructing the detours and for the work of removing, salvaging, and stockpiling aggregate base course; removing pipe culverts; and for placing earth material and pavement in embankments or disposing of earth material and pavement in waste areas.

### **SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02) 235, 560 SP2 R45 B

#### **Description**

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

#### **Measurement and Payment**

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

Material generated from undercut excavation, unclassified excavation or clearing and grubbing operations that is placed directly on shoulders or slope areas, will not be measured separately for payment, as payment for the work requiring the excavation will be considered adequate compensation for depositing and grading the material on the shoulders or slopes.

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

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

# **PIPE INSTALLATION:**

(11-20-12) 300 SP3 R01

Revise the 2012 Standard Specifications as follows:

Page 3-1, Article 300-2, Materials, line 23-24, replace sentence with:

Provide foundation conditioning geotextile in accordance with Section 1056 for Type 4 geotextile.

#### **BRIDGE APPROACH FILLS:**

(10-19-10) (Rev. 1-17-12) 422 SP4 R02

#### **Description**

Bridge approach fills include bridge approach fills for sub regional tier bridges and reinforced bridge approach fills. Construct bridge approach fills in accordance with the contract and Standard Drawing No. 422.10 or 422.11 of the *2012 Roadway Standard Drawings*. Define "geosynthetics" as geotextiles or geomembranes.

#### **Materials**

Refer to Division 10 of the 2012 Standard Specifications.

Item	Section
Anchor Pins	1056-2
Geotextiles	1056
Portland Cement Concrete	1000
Select Material	1016
Subsurface Drainage Materials	1044
Wire Staples	1060-8(D)

For bridge approach fills for sub regional tier bridges, provide Type 1 geotextile for filtration geotextiles. For reinforced bridge approach fills, provide Type 5 geotextile for geotextile reinforcement and Type 1 geotextile and No. 78M stone for drains. Use Class B concrete for concrete pads.

Use Class III or V select material for reinforced bridge approach fills and only Class V select material (standard size No. 78M stone) for bridge approach fills for sub regional tier bridges. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For drains and PVC pipes behind end bents, use pipes with perforations that meet AASHTO M 278.

Use PVC, HDPE or linear low density polyethylene (LLDPE) geomembranes for reinforced bridge approach fills. For PVC geomembranes, provide grade PVC30 geomembranes that meet ASTM D7176. For HDPE and LLDPE geomembranes, use geomembranes with a nominal thickness of at least 30 mils that meet Geosynthetic Research Institute Standard Specifications GM13 or GM17, respectively. Handle and store geomembranes in accordance with Article 1056-2 of the 2012 Standard Specifications. Provide material certifications for geomembranes in accordance with Article 1056-3 of the 2012 Standard Specifications.

#### **Construction Methods**

Excavate as necessary for bridge approach fills in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geomembranes or filtration geotextiles until excavation dimensions and foundation material are approved. Attach geomembranes and filtration geotextiles to end bent cap back and wing walls with adhesives, tapes or other approved methods. Glue or weld geomembrane seams to prevent leakage.

For reinforced bridge approach fills, place geotextile reinforcement within 3" of locations shown in Standard Drawing No. 422.10 of the 2012 Roadway Standard Drawings and in slight tension free of kinks, folds, wrinkles or creases. Install geotextile reinforcement with the orientation, dimensions and number of layers shown in Standard Drawing No. 422.10 of the 2012 Roadway Standard Drawings. Place first layer of geotextile reinforcement directly on geomembranes with no void or material in between. Install geotextile reinforcement with the machine direction (MD) parallel to the roadway centerline. The MD is the direction of the length or long dimension of the geotextile roll. Do not splice or overlap geotextile reinforcement in the MD so seams are perpendicular to the roadway centerline. Wrap geotextile reinforcement at end bent cap back and wing walls as shown in Standard Drawing No. 422.10 of the 2012 Roadway Standard Drawings and directed by the Engineer. Extend geotextile reinforcement at least 4 ft back behind end bent cap back and wing walls into select material.

Overlap adjacent geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geosynthetics.

For reinforced bridge approach fills, construct one foot square drains consisting of 4" diameter continuous perforated PVC pipes surrounded by No. 78M stone wrapped in Type 1 geotextiles. Install drains in accordance with Standard Drawing No. 422.10 of the 2012 Roadway Standard Drawings. For bridge approach fills for sub regional tier bridges, install 4" diameter continuous perforated PVC drain pipes in accordance with Standard Drawing No. 422.11 of the 2012 Roadway Standard Drawings.

Use solvent cement to connect PVC pipes so joints do not leak. Connect perforated pipes to outlet pipes just behind wing walls. Provide drain pipes and drains with positive drainage towards outlets. Place pipe sleeves in or under wing walls for outlet pipes so positive drainage is maintained. Use sleeves that can withstand wing wall loads.

Place select material in 8" to 10" thick lifts. Use only hand operated compaction equipment to compact select material for bridge approach fills. Compact Class III select material in accordance with Subarticle 235-3(C) of the 2012 Standard Specifications. Compact No. 78M stone with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geosynthetics, drain pipes or drains when placing and compacting select material. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics, drain pipes or drains until they are covered with at least 8" of select material. Replace any damaged geosynthetics, drain pipes or drains to the satisfaction of the Engineer.

Cover open ends of outlet pipes with rodent screens as shown in Standard Drawing No. 815.03 of the 2012 Roadway Standard Drawings. Connect ends of outlet pipes to concrete pads or existing drainage structures as directed by the Engineer. Construct concrete pads with an Ordinary surface finish that meets Subarticle 825-6(B) of the 2012 Standard Specifications.

#### **Measurement and Payment**

Reinforced Bridge Approach Fill, Station \_\_\_\_\_ will be paid at the contract lump sum price. The contract lump sum price for Reinforced Bridge Approach Fill, Station \_\_\_\_ will be full compensation for labor, tools, equipment and reinforced bridge approach fill materials, excavating, backfilling, hauling and removing excavated materials, compacting select material, connecting outlet pipes to existing drainage structures and supplying select materials, geosynthetics, drains, pipe sleeves and outlet components and any incidentals necessary to construct all reinforced bridge approach fills at each bridge.

Bridge Approach Fill - Sub Regional Tier, Station \_\_\_\_ will be paid at the contract lump sum price. The contract lump sum price for Bridge Approach Fill - Sub Regional Tier, Station \_\_\_\_\_ will be full compensation for labor, tools, equipment and bridge approach fill materials, excavating, backfilling, hauling and removing excavated materials, compacting No. 78M stone, connecting outlet pipes to existing drainage structures and supplying No. 78M stone, filtration geotextiles, drain pipes, pipe sleeves and outlet components and any incidentals necessary to construct all bridge approach fills at each sub regional tier bridge.

Payment will be made under:

Pay Item	Pay Unit
Reinforced Bridge Approach Fill, Station	Lump Sum
Bridge Approach Fill - Sub Regional Tier, Station	Lump Sum

# PREPARATION OF SUBGRADE AND BASE: 610

SP5 R05

On mainline portions and ramps of this project, prepare the subgrade and base beneath the pavement structure in accordance with the applicable sections of the 2012 Standard Specifications except use an automatically controlled fine grading machine using string lines, laser controls or other approved methods to produce final subgrade and base surfaces meeting the lines, grades and cross sections required by the plans or established by the Engineer.

No direct payment will be made for the work required by this provision as it will be considered incidental to other work being paid for by the various items in the contract.

#### **AGGREGATE BASE COURSE:**

 $\overline{(11-18-14)}$ 520 SP5 R14

Revise the 2012 Standard Specifications as follows:

Page 5-10, Article 520-5 HAULING AND PLACING AGGREGATE BASE MATERIAL, add the following sentence to the end of the first paragraph starting on line 21:

In addition, as approved by the Engineer, place by end dumping aggregate on approved sandy subgrade soils to provide a working platform and reduce wheel rutting of the subgrade. When allowed, end dumping will be limited to a uniformly spread thickness of 2 to 3 inches prior to placing the remaining aggregate thickness with a mechanical spreader.

# **ASPHALT PAVEMENTS - SUPERPAVE:**

(6-19-12) (Rev. 10-21-14) 605, 609, 610, 650, 660

SP6 R01

Revise the 2012 Standard Specifications as follows:

**Page 6-3, Article 605-7 APPLICATION RATES AND TEMPERATURES,** replace this article, including Table 601-1, with the following:

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

TABLE 605-1 APPLICATION RATES FOR TACK COAT						
Target Rate (gal/sy)						
Existing Surface	Emulsified Asphalt					
New Asphalt	$0.04 \pm 0.01$					
Oxidized or Milled Asphalt	$0.06 \pm 0.01$					
Concrete	$0.08 \pm 0.01$					

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

TABLE 605-2 APPLICATION TEMPERATURE FOR TACK COAT						
Asphalt Material	Temperature Range					
Asphalt Binder, Grade PG 64-22	350 - 400°F					
Emulsified Asphalt, Grade RS-1H	130 - 160°F					
Emulsified Asphalt, Grade CRS-1	130 - 160°F					
Emulsified Asphalt, Grade CRS-1H	130 - 160°F					
Emulsified Asphalt, Grade HFMS-1	130 - 160°F					
Emulsified Asphalt, Grade CRS-2	130 - 160°F					

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

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

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

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

 $\frac{https://connect.ncdot.gov/resources/Materials/MaterialsResources/Warm\%20}{Mix\%20Asphalt\%20Approved\%20List.pdf}$ 

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

TABLE 610-1 DESIGN MIXING TEMPERATURE AT THE ASPHALT PLANT <sup>A</sup>										
Binder Grade	Binder Grade  HMA  JMF Temperature  JMF Temperature Range									
PG 64-22	300°F	225 - 275°F								
PG 70-22	315°F	240 - 290°F								
PG 76-22	335°F	260 - 310°F								

**A.** The mix temperature, when checked in the truck at the roadway, shall be within plus 15° and minus 25° of the temperature specified on the JMF.

**Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF)**, lines 4-6, delete first sentence of the second paragraph. Line 7, in the second sentence of the second paragraph, replace "275°F" with "275°F or greater."

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

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

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

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

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

Page 6-26, Article 610-7 HAULING OF ASPHALT MIXTURE, lines 22-23, in the fourth sentence of the first paragraph replace "so as to overlap the top of the truck bed and" with "to".

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

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

# **Page 6-50, Table 660-1 MATERIAL APPLICATION RATES AND TEMPERATURES**, lines 1-2, replace Note A in Table 660-1 with the following:

A. Use No. 6M, No. 67, No. 5 and No. 78M aggregate for retreatment before an asphalt overlay on existing pavement based on the width of the cracks in the existing pavement. Choose No. 78M for sections of roadway where the average width of existing cracks is 1/4" or less in width, No. 67 for sections of roadway where the average width of existing cracks are 1/4" to 5/8" in width and choose No. 5 for sections of roadway where the existing crack widths are greater than 5/8".

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

(11-21-00) (Rev. 7-17-12) 609

SP6 R15

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

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

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

#### **ASPHALT PLANT MIXTURES:**

(7-1-95) SP6 R20

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

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

(11-21-00) 620 SP6 R25

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

The base price index for asphalt binder for plant mix is \$ 608.46 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **November 1, 2014**.

#### MODIFIED CONCRETE FLUME WITH CONCRETE OUTLET:

(3-19-96)(Rev. 6-17-08)

SP8 R10

At locations shown in the plans, construct concrete flumes, concrete curb, and apron in accordance with the details in the plans. Use materials meeting the requirements of Section 825 of the 2012 Standard Specifications except that the concrete must be Class B or of higher compressive strength.

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

The concrete curb and ditch outside the pay limits of the apron will be measured and paid in accordance with Section 846 and 850 of the 2012 Standard Specifications.

Payment will be made under:

Pay ItemPay UnitModified Concrete FlumeEach

# **GUARDRAIL ANCHOR UNITS, TYPE M-350:**

(4-20-04) (Rev. 1-17-12) 862

SP8 R60

#### **Description**

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the 2012 Standard Specifications, and at locations shown in the plans.

#### **Materials**

The Contractor may, at his option, furnish any one of the following guardrail anchor units or approved equal.

The guardrail anchor unit (SRT-350) as manufactured by:

Trinity Industries, Inc. 2525 N. Stemmons Freeway Dallas, Texas 75207 Telephone: 800-644-7976 The guardrail anchor unit (FLEAT) as manufactured by:

Road Systems, Inc. 3616 Old Howard County Airport Big Springs, Texas 79720 Telephone: 915-263-2435

The guardrail anchor unit (REGENT) as manufactured by:

Energy Absorption Systems, Inc. One East Wacker Drive Chicago, Illinois 60601-2076 Telephone: 888-32-ENERGY

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the 2012 Standard Specifications.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the 2012 Standard Specifications.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

#### **Construction Methods**

Guardrail end delineation shall be required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the 2012 Standard Specifications and is incidental to the cost of the guardrail anchor unit.

#### **Measurement and Payment**

Measurement and payment will be made in accordance with Article 862-6 of the 2012 Standard Specifications.

Payment will be made under:

Pay ItemPay UnitGuardrail Anchor Units, Type M-350Each

C203503 R-4903 **R-11** Bladen County

# **GUARDRAIL ANCHOR UNITS, TYPE 350:** (4-20-04) (Rev. 8-16-11)

(4-20-04) (Rev. 8-16-11) 862 SP8 R65

#### **Description**

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the 2012 Standard Specifications, and at locations shown in the plans.

#### **Materials**

The Contractor may at his option, furnish any one of the guardrail anchor units or approved equal.

Guardrail anchor unit (ET-Plus) as manufactured by:

Trinity Industries, Inc. 2525 N. Stemmons Freeway Dallas, Texas 75207 Telephone: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

Road Systems, Inc. 3616 Old Howard County Airport Big Spring, Texas 79720 Telephone: 915-263-2435

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the 2012 Standard Specifications.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the 2012 Standard Specifications.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

#### **Construction Methods**

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the 2012 Standard Specifications and is incidental to the cost of the guardrail anchor unit.

### **Measurement and Payment**

Measurement and payment will be made in accordance with Article 862-6 of the 2012 Standard Specifications.

Payment will be made under:

Pay ItemPay UnitGuardrail Anchor Units, Type 350Each

### STREET SIGNS AND MARKERS AND ROUTE MARKERS:

(7-1-95) 900 SP9 R02

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

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

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

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

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

# MATERIALS: (2-21-12) (Rev. 5-20-14)

(2-21-12) (Rev. 5-20-14) 1000 1002 1005 1024

1000, 1002, 1005, 1024, 1050, 1056, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the 2012 Standard Specifications as follows:

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

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

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

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

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

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
	<b>3</b> . 79	Maxin	num Wate	er-Cement	Ratio		sistency . Slump	Cement Content			
Class of	Min. Comp. Strength at 28 days		Air-Entrained Concrete		Air- ained crete	Vibrated	Non- Vibrated	Vib	rated	Non- V	ibrated
	Mi So ta	Rounded Aggregate	Angular Aggre- gate	Rounded Aggregate	Angular Aggre- gate	Vib	Vib	Min.	Max.	Min.	Max.
Units	psi				_	inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
В	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand Light- weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow- able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow- able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

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

ItemSectionType IL Blended Cement1024-1

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

	Light- weight <sup>C</sup>	ABC (M)	ABC	9	14M	78M	67	6M	57M	57	5	467M	4	Std. Size#		
A. Se B. Se C. Fo		ı	1	ı	ı	ı	ı	ı	ı	ı	ı	100	100	2"		
See Subarticle 1005-4(A) See Subarticle 1005-4(B). For Lightweight Aggrega	1	100	100	ı	ı	ı	ı	ı	100	100	100	95- 100	90-	1 1/2"		
icle 100 icle 100; eight A		75- 100	75- 97	ı	ı	ı	100	100	95- 100	95- 100	90-		20- 55	1"		AGG
5-4(A). 5-4(B). ggregate	1	ı	ı	ı	ı	100	90- 100	90-	ı	ı	20- 55	35- 70	0-15	3/4"	P	REG.
used in	100	45- 79	55- 80	ı	ı	98- 100	ı	20- 55	25- 45	25- 60	0-10	1	ı	1/2"	ercen	ATE (
See Subarticle 1005-4(A). See Subarticle 1005-4(B). For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).	80-	1	1	100	100	75- 100	20- 55	0-20	1	ı	0-5	0-30	0-5	3/8"	Percentage of Total by Weight Passing	T
al Conc	5- 40	20- 40	35- 55	85- 100	35- 70	20- 45	0-10	0-8	0-10	0-10	ı	0-5	ı	#4	f Tota	TABLE 1005-1 DATION - CO.
rete, see	0-20	1	1	10- 40	5-20	0-15	0-5	1	0-5	0-5	ı	ı	ı	#8	l by V	E 1005
Subartio	1	0- 25	25- 45	ı	ı	ı	ı	ı	ı	ı	1	ı	ı	#10	Veight	5-1 OAR
cle 1014	0-10	ı		0-10	0-8	ı	ı	ı	ı	ı	1	ı	ı	#16	t Passi	SE AC
-2(E)(6)	1	ı	14- 30	ı	ı	ı	ı	ı	ı	ı	1	ı	ı	#40	ing	GRE
•	0-2.5	0- 12 <sup>B</sup>	4- 12 <sup>B</sup>	×	A	A	A	A	A	<b>&gt;</b>	A	A	A	#200		TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE
	AST	Maintenance Stabilization	Aggregate Base Course, Aggregate Stabilization	AST	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains	AST, Str. Concrete, Asphalt Plant Mix	AST	AST, Concrete Pavement	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone	AST, Sediment Control Stone	Asphalt Plant Mix	Asphalt Plant Mix	Remarks		<b>(</b> 3)

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

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

**Page 10-65, Article 1050-1, GENERAL, line 41,** replace the first sentence with the following: All fencing material and accessories shall meet Section 106.

**Page 10-73, Article 1056-1 DESCRIPTION, lines 7-8**, delete the first sentence of the second paragraph and replace with the following:

Use geotextile fabrics that are on the NCDOT Approved Products List.

Page 10-73, Article 1056-2 HANDLING AND STORING, line 17, replace "mechanically stabilized earth (MSE) wall faces" with "temporary wall faces".

**Page 10-74, TABLE 1056-1 GEOTEXTILE REQUIREMENTS**, replace table with the following:

TABLE 1056-1 GEOTEXTILE REQUIREMENTS								
Property Requirement (MARV <sup>A</sup> )  Toma 1 Toma 2 Toma 2 <sup>B</sup> Toma 4 Toma 5 <sup>C</sup>								
Property	Type 1	Type 2	Type 3 <sup>B</sup>	Type 4	Type 5 <sup>C</sup>	Test		
Typical Application	Shoulder Drains	Under Rip Rap	Temporary Silt Fence	Soil Stabilization	Temporary Walls	Method		
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632		
Grab Strength (MD & CD)			100 lb		-	ASTM D4632		
Tear Strength (MD & CD)	Table 1 <sup>D</sup> , Class 3	Table 1 <sup><b>D</b></sup> , Class 1	-	Table 1 <sup>D</sup> , Class 3	-	ASTM D4533		
Puncture Strength			-		_	ASTM D6241		
Ultimate Tensile Strength (MD & CD)	-	-	-	-	2,400 lb/ft (unless required otherwise in the contract)	ASTM D4595		
Permittivity	Tabl	e 2 <sup><b>D</b></sup> ,			0.20 sec <sup>-1</sup>	ASTM D4491		
Apparent Opening Size	15% t	o 50%	Table 7 <sup>D</sup>	Table 5 <sup>D</sup>	No. 30 <sup>E</sup>	ASTM D4751		
UV Stability (Retained Strength)	ability Passing No. 200 <sup>E</sup>			70%	ASTM D4355			

- **A.** MARV does not apply to elongation
- **B.** Minimum roll width of 36" required
- C. Minimum roll width of 13 ft required
- **D.** AASHTO M 288
- E. US Sieve No. per AASHTO M 92

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

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

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

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

Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22, replace (B), (C) and (D) with the following:

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

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

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

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

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

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish

certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

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

**Page 10-163, Table 1081-1 Properties of Mixed Epoxy Resin Systems,** replace table with the following:

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

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

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

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

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

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

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

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

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

Page 10-170, Article 1081-3 Hot Bitumen, line 9, add the following at the end of Section 1081:

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

#### (A) General

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

#### (B) Classification

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

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

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

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

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

#### (C) Requirements

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

#### (D) Prequalification

Refer to Subarticle 1081-1(E).

#### (E) Acceptance

Refer to Subarticle 1081-1(F).

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

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision "Thermal Sprayed Coatings (Metallization)" with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

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

The epoxy shall meet Article 1081-4.

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

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

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

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

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

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

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

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

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States

Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A with the following:

MINIMU		IENT ( ndelas	OF RE		REFL		ON FOR NC GR eter)	RADE A
Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

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

(1-17-12) 1016, 1044

SP10 R05

Revise the 2012 Standard Specifications as follows:

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

#### **Type 3 Select Material**

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

	Pero	centage of	f Total b	y Weigh	nt Passi	ng	
3/8"	#4	#8	#16	#30	#50	#100	#200
100	95-100	65-100	35-95	15-75	5-35	0-25	0-8

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

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

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

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

Subdrain coarse aggregate shall meet Class V select material.

### SHOULDER AND SLOPE BORROW:

(3-19-13) 1019 SP10 R10

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

Soil with a pH ranging from 4.0 to 5.5 will be accepted without further testing if additional limestone is provided in accordance with the application rates shown in Table 1019-1A. Soil type is identified during the soil analysis. Soils with a pH above 7.0 require acidic amendments to be added. Submit proposed acidic amendments to the Engineer for review and approval. Soils with a pH below 4.0 or that do not meet the PI requirements shall not be used.

ADDI	TAE TIONAL LIMESTONE	BLE 1019-1A APPLICATION RATE	E TO RAISE pH
pH TEST RESULT	Sandy Soils Additional Rate (lbs. / Acre)	Silt Loam Soils Additional Rate (lbs. / Acre)	Clay Loam Soils Additional Rate (lbs. / Acre)
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

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

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

#### TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:

(8-21-12) 1101.02 SP11 R10

Revise the 2012 Roadway Standard Drawings as follows:

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

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

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

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

#### PERMANENT SEEDING AND MULCHING:

(7-1-95) 1660 SP16 R02

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

For all permanent seeding and mulching that is satisfactorily completed in accordance with the requirements of Section 1660 in the 2012 Standard Specifications and within the following percentages of elapsed contract times, an additional payment will be made to the Contractor as an incentive additive. The incentive additive will be determined by multiplying the number of acres of seeding and mulching satisfactorily completed times the contract unit bid price per acre for Seeding and Mulching times the appropriate percentage additive.

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

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

# STANDARD SPECIAL PROVISION AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08) Z-2

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

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

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

# STANDARD SPECIAL PROVISION NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11) Z-3

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

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

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

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

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

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

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

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

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

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

Sericea Lespedeza Oats (seeds)

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

Tall Fescue (all approved varieties) Bermudagrass Kobe Lespedeza **Browntop Millet** Korean Lespedeza German Millet - Strain R

Weeping Lovegrass Clover – Red/White/Crimson

Carpetgrass

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass Japanese Millet Crownvetch Reed Canary Grass

Pensacola Bahiagrass Zoysia

Creeping Red Fescue

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

Barnyard Grass

Big Bluestem

Little Bluestem

**Bristly Locust** 

Birdsfoot Trefoil

Indiangrass

Orchardgrass

Switchgrass

Yellow Blossom Sweet Clover

#### **ERRATA**

(1-17-12) (Rev. 11-18-14)

Z-4

Revise the 2012 Standard Specifications as follows:

#### **Division 2**

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

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

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

#### **Division 3**

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

#### **Division 4**

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

#### **Division 6**

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

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

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

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

#### **Division 8**

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

#### **Division 10**

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

#### **Division 12**

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

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

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

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

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

#### **Division 15**

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

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

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

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

#### **Division 17**

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

Revise the 2012 Roadway Standard Drawings as follows:

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

### PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

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

Z-04a

#### Within Quarantined Area

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

### **Originating in a Quarantined County**

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

#### Contact

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

#### **Regulated Articles Include**

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

# **AWARD OF CONTRACT**

(6-28-77) Z-6

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

### MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

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

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

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

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

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

# EMPLOYMENT GOALS FOR MINORITY AND FEMALE PARTICIPATION

#### **Economic Areas**

# Area 023 29.7%

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

#### Area 024 31.7%

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

# Area 025 23.5%

Tyrrell County

Wayne County

Wilson County

**Washington County** 

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

# **SSP-11**

Bladen 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 2560 24.29/

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%

#### REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

I. General

II. Nondiscrimination

III. Nonsegregated Facilities

IV. Davis-Bacon and Related Act Provisions

V. Contract Work Hours and Safety Standards Act Provisions

VI. Subletting or Assigning the Contract

VII. Safety: Accident Prevention

VIII. False Statements Concerning Highway Projects

IX. Implementation of Clean Air Act and Federal Water Pollution Control Act

X. Compliance with Governmentwide Suspension and Debarment Requirements

XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

- Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

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

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

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

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

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

- Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to
  assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627,
  41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to
  23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract.
  The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are
  incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific
  requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

- b. The contractor will accept as its operating policy the following statement:
  - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - 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).
- The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
  - $a. \quad \text{The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.} \\$
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the

employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 2. Withholding. The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/ wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

#### 4. Apprentices and trainees

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

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

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

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

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

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

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

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

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
- 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.

- Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

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

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

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

\* \* \* \* \*

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

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

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

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

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may,

- but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

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

\*\*\*\*

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

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

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

# STANDARD SPECIAL PROVISION

# **ON-THE-JOB TRAINING**

(10-16-07) (Rev. 5-21-13) 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. A sample agreement is available at <a href="https://www.ncbowd.com/section/on-the-job-training">www.ncbowd.com/section/on-the-job-training</a>.

## **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 NC140096 01/03/2014 NC96

Z-96

Date: January 3, 2014

General Decision Number: NC140096 01/03/14 NC96 Superseded General Decision Numbers: NC20130096

State: North Carolina

Construction Type: HIGHWAY

#### **COUNTIES:**

COCITIEST		
Bladen	Lee	Robeson
Cleveland	Lenoir	Rowan
Columbus	Lincoln	Sampson
Davidson	Montgomery	Scotland
Duplin	Moore	Stanly
Harnett	Richmond	Wilson
Iredell		,

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

Modification Number 0

Publication Date 01/03/2014

SUNC2011-077 09/16/2011

	Rates	Fringes
CARPENTER (Form Work Only)	13.30	
CEMENT MASON/CONCRETE FINISHER	14.18	
INSTALLER (Guardrail) (includes Guiderail/Post Driver Work)	11.76	
IRONWORKER (Reinforcing)	13.90	
LABORER		
Asphalt, Asphalt Distributor, Raker, and Spreader	12.81	
Common or General		
Davidson County	10.64	
Harnett County	10.41	
Iredell County	10.38	
Lenoir County	9.98	
Remaining Counties	10.27	
Richmond County	10.46	
Robeson County	10.07	
Rowan County	10.25	
Stanly County	9.03	
Concrete Saw	11.56	
Landscape	9.90	
Luteman	12.68	
Mason Tender (Cement/Concrete)	10.53	
Pipelayer		
Remaining Counties	11.79	
Stanly County	12.25	
Traffic Control (Flagger)	10.31	
POWER EQUIPMENT OPERATORS		
Backhoe/Excavator/Trackhoe	14.64	
Broom/Sweeper	12.29	
Bulldozer	15.32	
Crane	19.10	
Grader/Blade	19.29	
Loader	13.93	
Mechanic	15.92	
Milling Machine		
Columbus, Davidson, Duplin, Lenoir, Lincoln, Moore,		
Richmond, and Stanly Counties	14.09	
Remaining Counties	13.80	
Oiler	14.19	
Paver	14.10	
Roller	12.83	
Scraper	12.29	
Screed	14.75	
Tractor	13.92	
TRUCK DRIVER		
Dump Truck		
Davidson County	12.61	
Remaining Counties	11.80	
Lowboy Truck	15.99	
Single Axle Truck	12.07	
Water Truck	13.82	

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

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

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

#### **Union Identifiers**

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
  - \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

END OF GENERAL DECISION

# PROJECT SPECIAL PROVISIONS GEOTECHNICAL

PILE DRIVING CRITERIA (9/18/2012)

GT-1.1 - GT-1.2



#### PILE DRIVING CRITERIA

(9-18-12)

Revise the 2012 Standard Specifications as follows:

Page 4-72, Subarticle 450-3(D)(3) Required Driving Resistance, lines 26-30, delete first paragraph and replace with the following:

The Engineer will determine if the proposed pile driving methods and equipment are acceptable and provide the blows/ft and equivalent set for the required driving resistance noted in the plans, i.e., "pile driving criteria" except for structures with pile driving analyzer (PDA) testing. For structures with PDA testing, provide pile driving criteria for any bents and end bents with piles in accordance with Subarticle 450-3(F)(4).

Page 4-73, Subarticle 450-3(F) Pile Driving Analyzer, lines 45-48, delete third paragraph and replace with the following:

The Engineer will complete the review of the proposed pile driving methods and equipment within 7 days of receiving PDA reports and pile driving criteria. Do not place concrete for caps or footings on piles until PDA reports and pile driving criteria have been accepted.

# Page 4-75, Subarticle 450-3(F) Pile Driving Analyzer, add the following:

# (4) Pile Driving Criteria

Analyze pile driving with the GRL Wave Equation Analysis Program (GRLWEAP) manufactured by Pile Dynamics, Inc. Use the same PDA Consultant that provides PDA reports to perform GRLWEAP analyses and develop pile driving criteria. Provide driving criteria sealed by an engineer approved as a Project Engineer (key person) for the same PDA Consultant.

Analyze pile driving so driving stresses, energy transfer, ram stroke and blows/ft from PDA testing and resistances from CAPWAP analyses correlate to GRLWEAP models. Provide pile driving criteria for each combination of required driving resistance and pile length installed for all pile types and sizes. Submit 2 copies of pile driving criteria with PDA reports. Include the following for driving criteria:

- (a) Project information in accordance with Subarticle 450-3(F)(3)(a)
- (b) Table showing blows/ft and equivalent set vs. either stroke for multiple strokes in increments of 6" or bounce chamber pressure for multiple pressures in increments of 1 psi
- (c) Maximum stroke or blows/ft or pile cushion requirements to prevent overstressing piles as needed
- (d) GRLWEAP software version information
- (e) PDF copy of all pile driving criteria and executable GRLWEAP input and output files

# Page 4-76, Article 450-4 MEASUREMENT AND PAYMENT, add the following:

The contract unit price for *PDA Testing* will also be full compensation for performing GRLWEAP analysis and developing and providing pile driving criteria.



# PROJECT SPECIAL PROVISIONS GEOENVIRONMENTAL

# **CONTAMINATED SOIL (8/27/2014)**

The Contractor's attention is directed to the fact that fly ash is present within the project area in areas indicated on corresponding plans sheets. The Contractor's attention is also directed to the fact that soil contaminated with petroleum hydrocarbon compounds may exist within the project area. The known areas of potential contamination are also indicated on corresponding plan sheets. Information relating to these potentially contaminated areas and investigation reports are available at the following web address by navigating to the correct letting year and month then selecting, "Plans and Proposals", "Bladen R-4903", "GeoEnvironmental":

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

Approximately 1,400 cubic yards of fly ash are anticipated to be encountered during earthwork activities on the project. The Contractor shall only excavate fly ash that the Engineer designates necessary to complete a particular task. Fly ash not required to be excavated is to remain in place and undisturbed. Undisturbed soil shall remain in place, whether it contains fly ash or not. All final grades with exposed fly ash shall be undercut and backfilled with clean backfill sufficient to support vegetation.

The Contractor shall relocate all fly ash excavated from the project to the repository designated as Area C as shown on the Earthwork Waste Disposal Detail Sheet and shall construct a soil cover over the fly ash as described in the Earthwork Waste Disposal Detail Sheet. The slopes must support vegetation within 6 months of construction. Excavation of fly ash and construction of the repository shall be incidental to the cost of the unclassified excavation.

Petroleum contaminated soil may be encountered during any earthwork activities on the project. The Contractor shall only excavate those soils that the Engineer designates necessary to complete a particular task. The Engineer shall determine if soil is contaminated based on petroleum odors and unusual soil staining. Contaminated soil not required to be excavated is to remain in place and undisturbed. Undisturbed soil shall remain in place, whether contaminated or not. Excavation of petroleum contaminated soil will be incidental to the project. The Contractor shall stockpile all contaminated soil excavated from the project in a location approved by the Engineer.

The stockpile shall be created within the property boundaries of the source material and in accordance with the Stockpile Detail found in the plans. If the volume of contaminated material exceeds available space on site, the Contractor shall obtain a permit from the NCDENR UST Section's Regional Office for off-site temporary storage. Stockpiling contaminated soil will be incidental to the project. The Engineer will notify the GeoEnvironmental Section of the stockpile and the GeoEnvironmental Section will arrange for the testing and disposal of the contaminated stockpile within two weeks of notification.

Cyrus Parker

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8/27/2014

9/3/2014



#### **DISPOSAL OF FLASHER SYSTEM**

The work covered by this special provision consists of removal and disposal of a flasher system. The system includes the sign and the sign post, utility service pole, electric meter and base, circuit breaker panel and breaker(s), control devices such as relays, wire, cable, conduit, flasher units, and all other devices and equipment in the system.

All material shall be removed and disposed according to the State and Local codes, regulations, and ordinances and shall be in accordance with the Section 907 of the NCDOT Standard Specifications for Roads and Structures.

### **Compensation:**

Disposal of a Flasher System as described above shall be paid for at the contract lump sum price for each Flasher System.

Payment will be made under:

Disposal of Flasher System ......Lump Sum

R-4903 Bladen County

Date: 8-25-2014

# WORK ZONE TRAFFIC CONTROL Project Special Provisions

# **Law Enforcement:**

(05/14/2013)

# **Description**

Furnish Law Enforcement Officers and marked Law Enforcement vehicles to control traffic in lane closures and direct traffic through intersections in accordance with the contract.

#### **Construction Methods**

Use uniformed Law Enforcement Officers and marked Law Enforcement vehicles equipped with blue lights mounted on top of the vehicle, and Law Enforcement vehicle emblems to direct or control traffic as required by the plans or by the Engineer.

# Measurement and Payment

Law Enforcement will be measured and paid for in the actual number of hours that each Law Enforcement Officer is provided during the life of the project as approved by the Engineer. There will be no direct payment for marked Law Enforcement vehicles as they are considered incidental to the pay item.

Payment will be made under:

Pay Item
Law Enforcement
Hour



9/11/2014

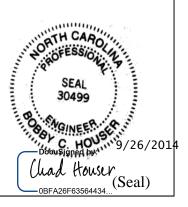


**Utility Construction** 

B. Chad Houser, PE, PLS | Project Manager

# **TGS Engineers**

804-C N. Lafayette St. | Shelby, NC 28150 | 704-476-0003 ex 311 <a href="mailto:chouser@tgsengineers.com">chouser@tgsengineers.com</a>



# **Revise the 2012 Standard Specifications as follows:**

# Page 10-58, Sub-article 1036-1 General

add the following sentence:

All materials in contact with potable water shall be in conformance with Section 1417 of the Safe Drinking Water Act.

# Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2: add the following sentences:

Utility owner #1 is the City of Elizabethtown. The contact person is Mr. Mike Hayes and he can be reached by phone at (910) 862-2035 ext. 226

Utility owner #2 is Bladen County. The contact person is Mr. Randy Garner and he can be reached by phone at (910) 862-6996

# Page 15-2, Sub-article 1500-9 Placing Pipelines into Service add the following sentence:

Obtain approval from the NCDENR-Public Water Supply Section prior to placing a new water line into service. Use backflow prevention assemblies for temporary connections to isolate new water lines from existing water line.

# Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization change the allowable leakage formula to:

$$W = LD\sqrt{P} \div 148,000$$

07/29/2014

**Utility Construction** 

# Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, sixth paragraph: Replace the paragraph with the following:

Sterilize water lines in accordance with Section 1003 of The Rules Governing Public Water supply and AWWA C651 Section 4.4.3, the Continuous Feed Method. Provide a chlorine solution with between 50 parts per million and 100 parts per million in the initial feed. If the chlorine level drops below 10 parts per million during a 24 hour period, then flush, refill with fresh chlorine solution, and repeat for 24 hours. Provide certified bacteriological and contaminant test results from a state-approved or state-certified laboratory. Operate all valves and controls to assure thorough sterilization.

# Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, seventh paragraph: delete the words "may be performed concurrently or consecutively." and replace with "shall be performed consecutively."

#### Page 15-7, sub-article 1515-2 Materials,

replace paragraph beginning "Double check valves..." with the following:

Double Check valves (DCV) and Reduced Pressure Zone principal (RPZ) backflow prevention assemblies shall be listed on the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research list of approved backflow devices.

# Page 15-11, Sub-article 1520-3(A)(2) Testing, line 5,

replace the second paragraph with the following:

Test all 24" and smaller gravity sewer lines for leakage using infiltration, exfiltration, or air test. Perform visual inspection on gravity sewer lines larger than 24". Perform line and grade testing and deflection testing on all gravity sewer lines.

#### **Project Information:**

All proposed utility construction shall meet the applicable requirements of the NC Department of Transportation's "Standard Specifications for Roads and Structures" dated January 2012.

Provide access for Department personnel and the owner's representatives to all phases of construction. Notify Department personnel and the utility owner two weeks prior to commencement of any work and one week prior to service interruption. Keep utility owner's representatives informed of work progress and provide opportunity for inspection of construction and testing. The water lines on this project belong to the City of Elizabethtown and Bladen County. The sewer lines on this project belong to the City of Elizabethtown. The contact person for Bladen County is Mr. Randy Garner and he can

07/29/2014 2/2

**Utility Construction** 

be reached by phone at (910) 862-6996. The contact person for the City of Elizabethtown is Mr. Mike Hayes and he can be reached by phone at (910) 862-2035 ext. 226. Any work on these lines must be coordinated through the Engineer and the utility owner before beginning.

#### Rigid Restrained Joint Ductile Iron Pipe

Ductile Iron Restrained Joint Pipe installed under this Contract shall be installed at locations shown on the utility plans and/or directed by the Engineer.

This item includes furnishing all materials, equipment, and labor required to install rigid joint ductile iron pipe sanitary sewer (including fittings), as specified and as shown on the Plans. The Contractor shall be responsible for installing the restrained joints in accordance with manufacturer's recommendations regarding assembly, deflection, and installation. Sanitary sewer ductile iron pipe installation shall meet the requirements of AWWA Specification C 151 and ANSI Standard #A21-51. Ductile iron pipe shall be mechanical joint or push-on joint type. All joints for ductile iron pipe shall conform to the applicable dimensions and weights shown in the tables in AWWA C151 and to ANSI A 21.11 (AWWA C111) or latest revision.

# Payment

No direct payment will be made for utility construction work required by the preceding provision, which are general requirements applying to utility construction, and all of the requirements stated will be considered incidental work, paid at the contract unit prices of the various utility items include in this contract.

#### **STEEL H-PILE PIERS:**

Steel pile piers shall be furnished and installed as shown on the plans, as described in the provisions herein and in the contract and/or as directed by the Engineer.

Pier locations as shown on the plans shall be considered a guide only, with the final determination made at the time of construction by the Engineer. Pier spacing center to center will be shown on the plans but may be adjusted by the Engineer due to field conditions.

The work covered by this section consists of furnishing and driving piles, as indicated on the plans, the standard details, and as approved by the Engineer, in conformity with the specifications and to the bearing and penetration required.

07/29/2014 3/3

**Utility Construction** 

<u>Installation</u>: The pilings shall be driven to obtain a bearing capacity of 10 tons based on the Standard Specifications and to a minimum depth of 10 feet in undisturbed earth below the bottom of the creek channel or existing ground. Steel pile piers shall be of the size and configuration noted on the utility construction plan sheets.

<u>Length:</u> Full length piles shall be used where practicable and no more than one splice of steel pile will be permitted in making up one full length pile unless approved by the Engineer. Splices, where necessary, shall be made to maintain the true alignment and position of the pile sections. Both pieces of a spliced pile shall be the same shape and size.

Splices must develop not less than 100 percent of the bending strength of the pile and not less than 100 percent of the axial load strength of the pile. All welded splices will be of butt weld type with backup plates welded to the flanges and web of the steel piles. All welding of structural steel in the shop or in the field shall meet the requirements of the AWS and be done by qualified welders. Certification of welders and welds will be required by the Engineer in accordance with the AWS Code.

<u>Painting</u>: Unless otherwise directed, all steel in the piers shall have a coal tar epoxy coating consisting of two coats of coal tar epoxy as specified. All surfaces of the steel to one foot below the disturbed ground shall receive the coating system and shall be thoroughly sand blasted prior to application to remove rust, dirt, grease, and other foreign material and to provide a clean surface to receive the coating. Each coat of paint shall be approved by the Engineer prior to application of the next coat. The total dry film thickness shall be at least 16 mils. Areas with coatings less than 16 mils shall be recoated as required to provide the specified film thickness.

<u>Testing and Inspection</u>: The Engineer will provide inspection and will determine bearing capacity of the driven piles. The Contractor shall submit the required hammer information as specified in the Standard Specifications to the Engineer.

Test piles which are not to be incorporated in the completed structure shall be removed to at least 2 feet below the surface of the ground or the stream bed, and the remaining hole backfilled with earth or other suitable material.

Pipe cradle shall be welded to steel plate as noted on the utility construction plan sheet details; spacing shall be sufficient to cradle pipe without lifting pipe from steel plate. Pipe

07/29/2014 4/4

**Utility Construction** 

cradle shall be welded to the steel piles. All welds shall be fillet welds and in conformance with the applicable AWS Structural Welding Code.

Straps and bolts shall be galvanized steel and straps shall be hot asphalt dipped. Straps shall be a 2" wide and  $\frac{1}{2}$ " thick. Radius shall be  $\frac{1}{2}$  outside diameter of pipe.

Holes shall be drilled in strap and shall be 1/16" larger than bolt diameter. Bolts shall be 3/4" diameter, 4" long, fully threaded, with flat washers top and bottom, and 3/4" nuts. All steel shall be ASTM A36 steel.

Pipe cradles, straps, bolts, nuts and washers shall be considered incidental to steel pile piers.

Steel pile piers furnished and installed as required and accepted will be measured and paid for at the contract unit price per each for "Steel H-Pile Pier", such price and payments will be compensation in full for all materials, labor, equipment and incidentals necessary to complete the work.

07/29/2014 5/5

Utilities by Others

#### General:

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

- A) Duke Energy Power Distribution
- B) Four County EMC Power Distribution
- C) CenturyLink Telephone
- D) Star Telephone Telephone

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

The Contractor's attention is directed to Article 105.8 of the Standard Specifications.

### **Utilities Requiring Adjustment:**

Utility relocations are shown on the Utilities by Others Plans.

- A) Duke Energy Power Distribution
  - 1) See Utilities By Others Plans.
  - 2) Duke Energy will be complete with all relocations of their power distribution facilities by date of availability.
  - 3) Contact person for Duke Energy is Eddie Watkins. Office 919-882-5051. Mobile 919-518-5248.
- B) Four County EMC Power Distribution
  - 1) See Utilities By Others Plans.
  - Four County EMC will remove their power distribution facilities from within the project limits by February 26, 2015, and will replace them after the completion of the project by encroachment.
  - 3) Contact person for Four County EMC is Joe Dail. 910-617-0688.
- C) CenturyLink Telephone
  - 1) See Utilities By Others Plans.
  - 2) CenturyLink will be complete with all relocations of their telephone facilities by February 26, 2015.
  - 3) Contact person for CenturyLink is Kevin Godwin. 910-366-2142

08/26/2014

# PROJECT SPECIAL PROVISIONS Utilities by Others

- D) Star Telephone Telephone
  - 1) See Utilities By Others Plans.
  - 2) Star Telephone will be complete with all relocations of their telephone facilities by February 26, 2015.
  - 3) Contact person for Star Telephone is Kenneth Melvin. Office 910-564-7832. Mobile 910-385-5296.

08/26/2014

# Project Special Provisions Erosion Control

# **STABILIZATION REQUIREMENTS:**

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

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

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

#### **SEEDING AND MULCHING:**

(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

2 <sup>nd</sup> Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

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.

#### **Native Grass Seeding and Mulching**

(East)

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

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

March 1 - August 31		Septemb	September 1 - February 28	
18#	Creeping Red Fescue	18#	Creeping Red Fescue	
6#	Indiangrass	6#	Indiangrass	
8#	Little Bluestem	8#	Little Bluestem	
4#	Switchgrass	4#	Switchgrass	
25#	Browntop Millet	35#	Rye Grain	
500#	Fertilizer	500#	Fertilizer	
4000#	Limestone	4000#	Limestone	

# Approved Creeping Red Fescue Cultivars:

Aberdeen	Boreal	Epic	Cindy Lou

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

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

# **Measurement and Payment**

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

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

#### **CRIMPING STRAW MULCH:**

Crimping shall be required on this project adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six feet of the edge of pavement, straw is to be applied and then crimped. After the crimping operation is complete, an additional application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8".

#### **TEMPORARY SEEDING:**

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet

or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

### **FERTILIZER TOPDRESSING:**

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

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

# SUPPLEMENTAL SEEDING:

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

# **MOWING:**

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

#### **LAWN TYPE APPEARANCE:**

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones 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, unless directed otherwise by the Field Operations Engineer.

# **REFORESTATION:**

# **Description**

Reforestation will be planted within interchanges and along the outside borders of the road, in areas of pavement removal, and in other areas as directed. Reforestation is not shown on the plan sheets. See the Reforestation Detail Sheet.

All non-maintained riparian buffers impacted by the placement of temporary fill or clearing activities shall be restored to the preconstruction contours and revegetated with native woody species.

The entire *Reforestation* operation shall comply with the requirements of Section 1670 of the *Standard Specifications*.

#### **Materials**

Reforestation shall be bare root seedlings 12"-18" tall.

#### **Construction Methods**

Reforestation shall be shall be planted as soon as practical following permanent Seeding and Mulching. The seedlings shall be planted in a 16-foot wide swath adjacent to mowing pattern line, or as directed.

Root dip: The roots of reforestation seedlings shall be coated with a slurry of water, and either a fine clay (kaolin) or a superabsorbent that is designated as a bare root dip. The type, mixture ratio, method of application, and the time of application shall be submitted to the Engineer for approval.

With the approval of the Engineer, seedlings may be coated before delivery to the job or at the time of planting, but at no time shall the roots of the seedlings be allowed to dry out. The roots shall be moistened immediately prior to planting.

Seasonal Limitations: *Reforestation* shall be planted from November 15 through March 15.

# **Measurement and Payment**

*Reforestation* will be measured and paid for in accordance with Article 1670-17 of the *Standard Specifications*.

#### **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	<b>Erosion Control Item</b>	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 ItemPay UnitResponse for Erosion ControlEach

#### **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.

#### **TEMPORARY DIVERSION:**

This work consists of installation, maintenance, and cleanout of *Temporary Diversions* in accordance with Section 1630 of the *Standard Specifications*. The quantity of excavation for installation and cleanout will be measured and paid for as *Silt Excavation* in accordance with Article 1630-4 of the *Standard Specifications*.

#### **CLEAN WATER DIVERSION:**

# **Description**

This work consists of installing, maintaining, and removing any and all material required for the construction of clean water diversions. The clean water diversions shall be used to direct water flowing from offsite around/away from specific area(s) of construction.

#### **Materials**

Refer to Division 10

ItemSectionGeotextile for Soil Stabilization, Type 41056

#### **Construction Methods**

The Contractor shall install the clean water diversions in accordance with the details in the plans and at locations indicated in the plans, and as directed. Upon installation, the excavated material shall be immediately stabilized as provided in Section 1620 of the *Standard Specifications*. Other stabilization methods may be utilized with prior approval from the Engineer.

Line clean water diversion with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury top of slope geotextile edge in a trench at least 5" deep and tamp securely. Make vertical overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile.

Secure geotextile with eleven gauge wire staples shaped into a u shape with a length of not less than 6" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically.

#### **Measurement and Payment**

*Silt Excavation* will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*.

Geotextile for Soil Stabilization will be measured and paid for in accordance with Article 270-4 of the Standard Specifications.

Stabilization of the excavated material will be paid for as *Temporary Seeding* as provided in Section 1620 of the *Standard Specifications*.

Such price and payment shall be considered full compensation for all work covered by this section including all materials, construction, maintenance, and removal of the clean water diversions.

# SAFETY FENCE AND JURISDICTIONAL FLAGGING:

# **Description**

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

#### **Materials**

# (A) Safety Fencing

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

# (B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

#### **Construction Methods**

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

# (A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-

degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

# (B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

## **Measurement and Payment**

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay ItemPay UnitSafety FenceLinear Foot

## PERMANENT SOIL REINFORCEMENT MAT:

## **Description**

This work consists of furnishing and placing *Permanent Soil Reinforcement Mat*, of the type specified, over previously prepared areas as directed.

## **Materials**

The product shall be a permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three-dimensional structure. The mat shall have the following minimum physical properties:

Property	<b>Test Method</b>	Value	Unit
Light Penetration	ASTM D6567	9	%
Thickness	ASTM D6525	0.40	in
Mass Per Unit Area	ASTM D6566	0.55	lb/sy
Tensile Strength	ASTM D6818	385	lb/ft
Elongation (Maximum)	ASTM D6818	49	%
Resiliency	ASTM D1777	>70	%
UV Stability *	ASTM D4355	<u>≥</u> 80	%
Porosity (Permanent Net)	ECTC Guidelines	<u>≥</u> 85	%
Maximum Permissible Shear	Performance Bench	≥8.0	lb/ft <sup>2</sup>
Stress (Vegetated)	Test		
Maximum Allowable Velocity	Performance Bench	≥16.0	ft/s
(Vegetated)	Test		

<sup>\*</sup>ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

Submit a certification (Type 1, 2, or 3) from the manufacturer showing:

- the chemical and physical properties of the mat used, and (A)
- (B) conformance of the mat with this specification.

#### **Construction Methods**

Matting shall be installed in accordance with Subarticle 1631-3(B) of the Standard Specifications.

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the Standard Specifications. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

## **Measurement and Payment**

Permanent Soil Reinforcement Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which Permanent Soil Reinforcement Mat is installed and accepted. Overlaps will not be included in the measurement, and will be considered as incidental to the work. Such payment shall be full compensation for furnishing and installing the mat, including overlaps, and for all required maintenance.

Payment will be made under:

Pay Item Pay Unit Square Yard

Permanent Soil Reinforcement Mat

**SKIMMER BASIN WITH BAFFLES:** 

(East)

## **Description**

Provide a skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Skimmer Basin with Baffles Detail sheet provided in the erosion control plans. Work includes constructing sediment basin, installation of temporary slope drain pipe and coir fiber baffles, furnishing, installation and cleanout of skimmer, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing a geotextile spillway liner, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drain, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

#### **Materials**

Item	Section
Stone for Erosion Control, Class B	1042
Geotextile for Soil Stabilization, Type 4	1056
Fertilizer for Temporary Seeding	1060-2
Seed for Temporary Seeding	1060-4
Seeding and Mulching	1060-4
Matting for Erosion Control	1060-8
Staples	1060-8
Coir Fiber Mat	1060-14
Temporary Slope Drain	1622-2
Coir Fiber Baffle	1640

Provide appropriately sized and approved skimmer device.

Provide Schedule 40 PVC pipe with a length of 6 ft. to attach to the skimmer and the coupling connection to serve as the arm pipe. For skimmer sizes of 2.5 in. and smaller, the arm pipe diameter shall be 1.5 inches. For skimmer sizes of 3 in. and larger, refer to manufacturer recommendation.

Provide 4" diameter Schedule 40 PVC pipe to attach to coupling connection of skimmer to serve as the barrel pipe through the earthen dam.

The geotextile for the spillway liner shall meet the following minimum physical properties for low permeability, woven polypropylene geotextiles:

Property	<b>Test Method</b>	Value	Unit
Tensile Strength	ASTM D-4632	315	lb.
Tensile Elongation (Maximum)	ASTM D-4632	15	%
Trapezoidal Tear	ASTM D-4533	120	lbs.
CBR Puncture	ASTM D-6241	900	lbs.
UV Resistance	ASTM D-4355	70	%
(% retained at 500 hrs.)			
Apparent Opening Size (AOS)	ASTM D-4751	40	US Std. Sieve
Permittivity	ASTM D-4491	0.05	sec <sup>-1</sup>
Water Flow Rate	ASTM D-4491	4	gal/min/ft <sup>2</sup>

Anchors: Staples, stakes, or reinforcement bars shall be used as anchors.

## Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

#### Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

## Staples:

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**

Excavate basin according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drain pipe and construct the primary spillway according to the Skimmer Basin with Baffles Detail sheet in the erosion control plans. Temporary slope drain pipe at inlet of basin may be replaced by Type 4 geotextile as directed. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*.

Install skimmer device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line primary spillway with low permeability polypropylene geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for the primary spillway is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Skimmer Basin with Baffles detail. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes,

reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart.

All bare side slope sections of the skimmer basin shall be seeded with a temporary or permanent seed mix as directed and in accordance with Articles 1620-3, 1620-4, 1620-5, 1660-4, 1660-5 and 1660-7 of the *Standard Specifications*. Straw or excelsior matting shall be installed on all bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

## **Measurement and Payment**

*Silt Excavation* will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

*Geotextile for Soil Stabilization* will be measured and paid for in accordance with Article 270-4 of the *Standard Specifications*.

Low Permeability Geotextile will be measured and paid for as the actual number of square yards measured along the surface of the spillway over which the geotextile is installed and accepted.

Coir Fiber Baffles will be measured and paid for in accordance with Article 1640-4 of the Standard Specifications.

\_\_" Skimmer will be measured in units of each. \_\_" Skimmer will be measured and paid for as the maximum number of each size skimmer acceptably installed and in use at any one time during the life of the project. Barrel and arm pipe, cleanout, relocation and reinstallation of \_\_" Skimmer is considered incidental to the measurement of the quantity of \_\_" Skimmer and no separate payment will be made. No separate payment shall be made if \_\_" Skimmer, barrel and/or arm pipe(s) are damaged by ice accumulation.

Coir Fiber Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

*Temporary Slope Drain* will be measured and paid for in accordance with Article 1622-4 of the *Standard Specifications*.

Stone for Erosion Control, Class \_\_ will be measured and paid for in accordance with Article 1610-4 of the Standard Specifications.

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

*Seed for Temporary Seeding* will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

Fertilizer for Temporary Seeding will be measured and paid for in accordance with Article 1620-6 of the Standard Specifications.

*Matting for Erosion Control* will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*.

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

Payment will be made under:

Pay Item	Pay Unit
" Skimmer	Each
Coir Fiber Mat	Square Yard
Low Permeability Geotextile	Square Yard

## TIERED SKIMMER BASIN WITH BAFFLES:

(East)

## **Description**

Provide a tiered skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Tiered Skimmer Basin Detail sheet provided in the erosion control plans. Tiered Skimmer Basins shall be installed in areas where topography creates a large elevation difference between the inlet and outlet of a single skimmer basin. Work includes constructing sediment basins, installation of coir fiber baffles, installation of temporary slope drains, furnishing, installation and cleanout of skimmer, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing geotextile spillway liners, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drains, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

#### **Materials**

Item	Section
Stone for Erosion Control, Class B	1042
Fertilizer for Temporary Seeding	1060-2
Seed for Temporary Seeding	1060-4
Seeding and Mulching	1060-4
Matting for Erosion Control	1060-8
Staples	1060-8
Coir Fiber Mat	1060-14
Temporary Slope Drain	1622-2
Coir Fiber Baffle	1640

Provide appropriately sized and approved skimmer device.

Provide Schedule 40 PVC pipe with a length of 6 ft. to attach to the skimmer and the coupling connection to serve as the arm pipe. For skimmer sizes of 2.5 in. and smaller, the arm pipe diameter shall be 1.5 inches. For skimmer sizes of 3 in. and larger, refer to manufacturer recommendation.

Provide 4" diameter Schedule 40 PVC pipe to attach to coupling connection of skimmer to serve as the barrel pipe through the earthen dam.

The geotextile for the spillway liner shall meet the following minimum physical properties for low permeability, woven polypropylene geotextiles:

Property	<b>Test Method</b>	Value	Unit
Tensile Strength	ASTM D-4632	315	lb.
Tensile Elongation (Maximum)	ASTM D-4632	15	%
Trapezoidal Tear	<b>ASTM D-4533</b>	120	lbs.
CBR Puncture	ASTM D-6241	900	lbs.
UV Resistance	<b>ASTM D-4355</b>	70	%
(% retained at 500 hrs.)			
Apparent Opening Size (AOS)	ASTM D-4751	40	US Std. Sieve
Permittivity	ASTM D-4491	0.05	sec <sup>-1</sup>
Water Flow Rate	ASTM D-4491	4	gal/min/ft <sup>2</sup>

Anchors: Staples, stakes, or reinforcement bars shall be used as anchors.

## Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

#### Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

## Staples:

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**

Excavate basins according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drains and construct the primary spillways according to the Tiered Skimmer Basin Detail sheet in the erosion control plans. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*. Multiple upper basins, or Modified Silt Basins Type 'B' as labeled on the detail, may be required based on site conditions and as directed.

Install skimmer device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Install a minimum of 2 (two) temporary slope drains to dewater the upper basin to the lower basin. The slope drains shall be installed a minimum of 6 inches, or one radius width of the temporary slope drain pipe, below the base of the primary spillway section of the upper basin. The outlet of the slope drains shall be placed on the bottom elevation of the lower basin.

Line primary spillways with low permeability polypropylene geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for primary spillways is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Tiered Skimmer Basin with Baffles detail.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

All bare side slope sections of the skimmer basin shall be seeded with a temporary or permanent seed mix as directed and in accordance with Articles 1620-3, 1620-4, 1620-5, 1660-4, 1660-5 and 1660-7 of the *Standard Specifications*. Straw or excelsior matting shall be installed on all

bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

## **Measurement and Payment**

*Silt Excavation* will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

Low Permeability Geotextile will be measured and paid for as the actual number of square yards measured along the surface of the spillway over which the geotextile is installed and accepted.

Coir Fiber Baffles will be measured and paid for in accordance with Article 1640-4 of the Standard Specifications.

\_\_" Skimmer will be measured in units of each. \_\_" Skimmer will be measured and paid for as the maximum number of each size skimmer acceptably installed and in use at any one time during the life of the project. Barrel and arm pipe, cleanout, relocation and reinstallation of \_\_" Skimmer is considered incidental to the measurement of the quantity of \_\_" Skimmer and no separate payment will be made. No separate payment shall be made if \_\_" Skimmer, barrel and/or arm pipe(s) are damaged by ice accumulation.

Coir Fiber Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

*Temporary Slope Drain* will be measured and paid for in accordance with Article 1622-4 of the *Standard Specifications*.

Stone for Erosion Control, Class \_\_ will be measured and paid for in accordance with Article 1610-4 of the Standard Specifications.

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

Seed for Temporary Seeding will be measured and paid for in accordance with Article 1620-6 of the Standard Specifications.

Fertilizer for Temporary Seeding will be measured and paid for in accordance with Article 1620-6 of the Standard Specifications.

*Matting for Erosion Control* will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*.

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

Payment will be made under:

Pay ItemPay Unit\_" SkimmerEachCoir Fiber MatSquare YardLow Permeability GeotextileSquare Yard

## **COIR FIBER WATTLES WITH POLYACRYLAMIDE (PAM):**

## **Description**

Coir Fiber Wattles are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting. Coir Fiber Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Coir Fiber Wattles 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 of coir fiber wattles, matting installation, PAM application, and removing wattles.

#### **Materials**

Coir Fiber Wattle shall meet the following specifications:

100% Coir (Coconut) Fibers

Minimum Diameter 12 in.

Minimum Density  $3.5 \text{ lb/ft}^3 +/- 10\%$ 

Net Material Coir Fiber
Net Openings 2 in. x 2 in.
Net Strength 90 lbs.

Minimum Weight 2.6 lbs./ft. +/- 10%

Anchors: Stakes shall be used as anchors.

## Wooden Stakes:

Provide hardwood stakes a minimum of 2-ft. long with a 2 in. x 2 in. nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.

Matting shall meet the requirements of Article 1060-8 of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

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.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the wattles will be placed, and from

offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each wattle. The PAM product used shall be listed on the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) web site as an approved PAM product for use in North Carolina.

#### **Construction Methods**

Coir Fiber Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install coir fiber wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6 in.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Apply PAM over the lower center portion of the coir fiber wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the wattle. PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the coir fiber wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

## **Measurement and Payment**

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

Matting will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

*Polyacrylamide(PAM)* will be measured and paid for by the actual weight in pounds of PAM applied to the coir fiber wattles. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the *Polyacrylamide(PAM)*.

Payment will be made under:

Pay Item Pay Unit

Polyacrylamide(PAM) Pound Coir Fiber Wattle Linear Foot

## SILT FENCE COIR FIBER WATTLE BREAK:

(8-21-12) 1605,1630

## **Description**

Silt fence coir fiber wattle breaks are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting and used in conjunction with temporary silt fence at the toe of fills to intercept runoff. Silt fence coir fiber wattle breaks 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 Silt fence coir fiber wattle breaks.

#### **Materials**

Coir fiber wattle shall meet the following specifications:

100% Coir (Coconut) Fibers		
Minimum Diameter	12"	
Minimum Length	10 ft	
Minimum Density	$3.5 \text{ lb/cf} \pm 10\%$	
Net Material	Coir Fiber	
Net Openings	2" x 2"	
Net Strength	90 lb.	
Minimum Weight	2.6 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**

Excavate a trench the entire length of each wattle with a depth of 1" to 2" for the wattle to be placed. Secure silt fence coir fiber wattle breaks 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 silt fence coir fiber wattle break 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.

Install temporary silt fence in accordance with Section 1605 of the 2012 Standard Specifications and overlap each downslope side of silt fence wattle break by 6".

Maintain the silt fence coir fiber wattle breaks until the project is accepted or until the silt fence coir fiber wattle breaks are removed, and remove and dispose of silt accumulations at the silt fence coir fiber wattle breaks when so directed in accordance with Section 1630 of the 2012 Standard Specifications.

## **Measurement and Payment**

Coir Fiber Wattle will be measured and paid as the actual number of linear feet of wattles 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 silt fence coir fiber wattle break.

Payment will be made under:

**Pay Item**Coir Fiber Wattle

**Pay Unit** Linear Foot

## TEMPORARY ROCK SILT CHECK TYPE A WITH EXCELSIOR MATTING AND POLYACRYLAMIDE (PAM):

## **Description**

Temporary Rock Silt Checks Type A with Excelsior Matting and Polyacrylamide (PAM) are devices utilized in temporary and permanent ditches to reduce runoff velocity and incorporate PAM into the construction runoff to increase settling of sediment particles and reduce turbidity of runoff. Temporary Rock Silt Checks Type A with Excelsior Matting and PAM 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 of Temporary Rock Silt Checks Type A, matting installation, PAM application, and removing Temporary Rock Silt Checks Type A with Excelsior Matting and PAM.

#### **Materials**

Structural stone shall be class B stone that meets the requirements of Section 1042 of the *Standard Specifications* for Stone for Erosion Control, Class B.

Sediment control stone shall be #5 or #57 stone, which meets the requirements of Section 1005 of the *Standard Specifications* for these stone sizes.

Matting shall meet the requirements of Excelsior Matting in Subarticle 1060-8(B) of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each Temporary Rock Silt Check Type A. The PAM product used shall be listed on the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) web site as an approved PAM product for use in North Carolina.

## **Construction Methods**

Temporary Rock Silt Checks Type A shall be installed in accordance with Subarticle 1633-3(A) of the *Standard Specifications*, Roadway Standard Drawing No. 1633.01 and the detail provided in the plans.

Installation of matting shall be in accordance with the detail provided in the plans, and anchored by placing Class B stone on top of the matting at the upper and lower ends.

Apply PAM at a rate of 4 ounces over the center portion of the Temporary Rock Silt Checks Type A and matting where the water is going to flow over. PAM applications shall be done during construction activities and after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM until the project is accepted or until the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are removed, and shall remove and dispose of silt accumulations at the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

## **Measurement and Payment**

Temporary Rock Silt Checks Type A will be measured and paid for in accordance with Article 1633-5 of the Standard Specifications, or in accordance with specifications provided elsewhere in this contract.

Matting will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

*Polyacrylamide(PAM)* will be measured and paid for by the actual weight in pounds of PAM applied to the Temporary Rock Silt Checks Type A. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the *Polyacrylamide(PAM)*.

Payment will be made under:

Pay Item Pay Unit

Polyacrylamide(PAM) Pound

## **COIR FIBER MAT:**

## **Description**

Furnish material, install and maintain coir fiber mat in locations shown on the plans or in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat with stakes, steel reinforcement bars or staples as directed.

#### **Materials**

ItemSectionCoir Fiber Mat1060-14

Anchors: Stakes, reinforcement bars, or staples shall be used as anchors.

#### Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

#### Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

## Staples:

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**

Place the coir fiber mat immediately upon final grading. Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the mat with the soil. Unroll the mat and apply without stretching such that it will lie smoothly but loosely on the soil surface.

For stream relocation applications, take care to preserve the required line, grade, and cross section of the area covered. Bury the top slope end of each piece of mat in a narrow trench at

least 6 in. deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6 in. overlap. Construct check trenches at least 12 in. deep every 50 ft. longitudinally along the edges of the mat or as directed. Fold over and bury mat to the full depth of the trench, close and tamp firmly. Overlap mat at least 6 in. where 2 or more widths of mat are installed side by side.

Place anchors across the mat at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the mat 3 ft. apart.

Adjustments in the trenching or anchoring requirements to fit individual site conditions may be required.

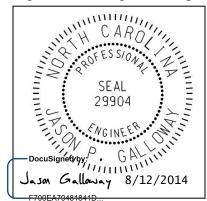
## **Measurement and Payment**

Coir Fiber Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

No measurement will be made for anchor items.

Payment will be made under:

Pay ItemPay UnitCoir Fiber MatSquare Yard



# Project Special Provisions (Version 12.3) Signals and Intelligent Transportation Systems

Prepared By: JG 12-Aug-14

## **Contents**

1.	SIC	GNAL HEADS	.2
	1.1.	MATERIALS	.2
	A.	General:	.2
	В.	Vehicle Signal Heads:	.3
	<i>C</i> .	Signal Cable:	.6
2.	BA	.CK PULL FIBER OPTIC CABLE	.6
	2.1.	DESCRIPTION	.6
		CONSTRUCTION	
	2.2.	MEASUREMENT AND PAYMENT	.7

#### 1. SIGNAL HEADS

## 1.1. MATERIALS

#### A. General:

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 12-inch and 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Fabricate 9-inch pedestrian signal head housings, end caps, and visors from virgin polycarbonate material. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel or corrosion resistant material.

Fabricate tunnel and traditional visors from sheet aluminum.

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

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

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

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

Test	Required	Method
Specific Gravity	1.17 minimum	ASTM D 792
Flammability	Self-extinguishing	ASTM D 635
Tensile Strength, yield, PSI	8500 minimum	ASTM D 638
Izod impact strength, ft-lb/in [notched, 1/8 inch]	12 minimum	ASTM D 256

For pole mounting, provide side of pole mounting assemblies with framework and all other hardware necessary to make complete, watertight connections of the signal heads to the poles and pedestals. Fabricate the mounting assemblies and frames from aluminum with all necessary hardware, screws, washers, etc. to be stainless steel. Provide mounting fittings that match the positive locking device on the signal head with the serrations integrally cast into the brackets. Provide upper and lower pole plates that have a 1 ¼-inch vertical conduit entrance hubs with the hubs capped on the lower plate and 1 ½-inch horizontal hubs. Ensure that the assemblies provide rigid attachments to poles and pedestals so as to allow no twisting or swaying of the signal heads. Ensure that all raceways are free of sharp edges and protrusions, and can accommodate a minimum of ten Number 14 AWG conductors.

For pedestal mounting, provide a post-top slipfitter mounting assembly that matches the positive locking device on the signal head with serrations integrally cast into the slipfitter. Provide stainless steel hardware, screws, washers, etc. Provide a minimum of six 3/8 X 3/4-inch long square head bolts for attachment to pedestal. Provide a center post for multi-way slipfitters.

For light emitting diode (LED) traffic signal modules, provide the following requirements for inclusion on the Department's Qualified Products List for traffic signal equipment.

- 1. Sample submittal,
- 2. Third-party independent laboratory testing results for each submitted module with evidence of testing and conformance with all of the Design Qualification Testing specified in section 6.4 of each of the following Institute of Transportation Engineers (ITE) specifications:
  - Vehicle Traffic Control Signal Heads Light Emitting Diode (LED) Circular Signal Supplement
  - Vehicle Traffic Control Signal Heads Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement
  - Pedestrian Traffic Control Signal Indications –Light Emitting Diode (LED) Signal Modules.

(Note: The Department currently recognizes two approved independent testing laboratories. They are Intertek ETL Semko and Light Metrics, Incorporated with Garwood Laboratories. Independent laboratory tests from other laboratories may be considered as part of the QPL submittal at the discretion of the Department,

- 3. Evidence of conformance with the requirements of these specifications,
- 4. A manufacturer's warranty statement in accordance with the required warranty, and
- 5. Submittal of manufacturer's design and production documentation for the model, including but not limited to, electrical schematics, electronic component values, proprietary part numbers, bill of materials, and production electrical and photometric test parameters.
- 6. Evidence of approval of the product to bear the Intertek ETL Verified product label for LED traffic signal modules.

In addition to meeting the performance requirements for the minimum period of 60 months, provide a written warranty against defects in materials and workmanship for the modules for a period of 60 months after installation of the modules. During the warranty period, the manufacturer must provide new replacement modules within 45 days of receipt of modules that have failed at no cost to the State. Repaired or refurbished modules may not be used to fulfill the manufacturer's warranty obligations. Provide manufacturer's warranty documentation to the Department during evaluation of product for inclusion on Qualified Products List (QPL).

## **B.** Vehicle Signal Heads:

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

Provide visors that are 8 inches in length for 8-inch vehicle signal head sections. Provide visors that are 10 inches in length for 12-inch vehicle signal heads.

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

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

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

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate mounting assemblies from malleable iron or steel and provide serrated rings made of aluminum. Provide messenger cable hangers and balance adjusters that are galvanized before being painted. Fabricate balance adjuster eyebolt and eyebolt nut from stainless steel or galvanized malleable iron. Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, bolts, clevis pins, cotter pins, nuts, and U-bolt clamps from stainless steel.

For mast-arm mounting, provide rigid vehicle signal head mounting brackets and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the mast arms and to provide a means for vertically adjusting the vehicle signal heads to proper alignment. Fabricate the mounting assemblies from aluminum, and provide serrated rings made of aluminum. Provide stainless steel cable attachment assemblies to secure the brackets to the mast arms. Ensure all fastening hardware and fasteners are fabricated from stainless steel.

Provide LED vehicular traffic signal modules (hereafter referred to as modules) that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections. Use LEDs that are aluminum indium gallium phosphorus (AlInGaP) technology for red and yellow indications and indium gallium nitride (InGaN) for green indications. Install the ultra bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

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

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

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

Version 12.3 4 print date: 08/12/14

## 1. LED Circular Signal Modules:

Provide modules in the following configurations: 12-inch circular sections, and 8-inch circular sections. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

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

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red circular	17	11
8-inch red circular	13	8
12-inch green circular	15	15
8-inch green circular	12	12

For yellow circular signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to insure power required at 77° F is 22 Watts or less for the 12-inch circular module and 13 Watts or less for the 8-inch circular module.

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

## 2. LED Arrow Signal Modules

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

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement" dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

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

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

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

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

## 3. LED U-Turn Arrow Signal Modules:

Provide modules in the following configurations: 12-inch left u-turn arrow signal modules and 12-inch right u-turn arrow signal modules.

Modules are not required to be listed on the ITS and Signals Qualified Products List. Provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that have minimum maintained luminous intensity values that are not less than 16% of the values calculated using the method described in section 4.1 of the VTCSH Circular Supplement.

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

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red u-turn arrow	17	11
12-inch green u-turn arrow	15	15

For yellow u-turn arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to ensure power required at 77° F is 22 Watts or less.

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

## C. Signal Cable:

Furnish 16-4 and 16-7 signal cable that complies with IMSA specification 20-1 except provide the following conductor insulation colors:

- For 16-4 cable: white, yellow, red, and green
- For 16-7 cable: white, yellow, red, green, yellow with black stripe tracer, red with black stripe tracer, and green with black stripe tracer. Apply continuous stripe tracer on conductor insulation with a longitudinal or spiral pattern.

Provide a ripcord to allow the cable jacket to be opened without using a cutter. IMSA specification 19-1 will not be acceptable. Provide a cable jacket labeled with the IMSA specification number and provide conductors constructed of stranded copper.

## 2. BACK PULL FIBER OPTIC CABLE

## 2.1. DESCRIPTION

Back pull and store or back pull and reinstall existing communications cable.

## 2.1. CONSTRUCTION

During project construction where instructed to back pull existing aerial sections of fiber optic communications cable, de-lash the cable from the messenger cable and back pull the cable to a point where it can be stored or re-routed as shown on the plans. If instructed, remove and discard the existing messenger cable and pole mounting hardware once the cable is safely out of harm's way.

During project construction where instructed to back pull existing underground sections of fiber optic communications cable, back pull the cable to a point where it can be stored or re-routed as shown on the plans. If instructed, remove abandoned junction boxes and backfill with a suitable material to match the existing grade. Leave abandoned conduits in place unless otherwise noted.

Where instructed, re-pull the fiber optic cable back along messenger cable or through conduit systems.

Apply heat shrink tubing over the end of the exposed fiber cable to stop the ingress of moisture.

#### 2.2. MEASUREMENT AND PAYMENT

Back Pull Fiber Optic Cable will be paid for as the actual linear feet of fiber optic cable back pulled and either stored or back pulled and rerouted. Payment is for the actual linear feet of cable back pulled.

Back Fill Junction Box will be paid for as the actual number of back filled junction boxes that are backfilled to match the surrounding grade that are acceptable. No payment will be made for cutting the existing fiber optic cable or installing heat shrink tubing over the end of the exposed fiber.

No payment will be made for removing messenger cable and pole mounting hardware or removing junction boxes and back filling to match the surrounding grade as these items of work will be considered incidental to back pulling the fiber optic cable.

Payment will be made under:

Back Pull Fiber Optic Cable	Linear l	Feet
Back Fill Junction Box	F	Each

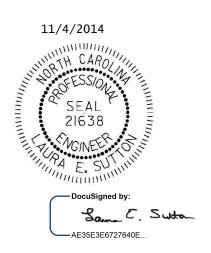
Version 12.3 7 print date: 08/12/14

Project R-4903 Bladen County

## **Project Special Provisions Structures**

## **Table of Contents**

	Pag	;(
	#	
Placing Load on Structure Members (11-27-12)	1	
` '	1	
Thermal Sprayed Coatings (Metallization) (9-30-11)	1	
Elastomeric Concrete (9-27-12)	5	
Foam Joint Seals (9-27-12)	7	
Falsework and Formwork (4-5-12)	11	
Submittal of Working Drawings (8-9-13)	17	
Crane Safety (8-15-05)	23	
Grout for Structures (9-30-11)	24	
Aesthetic Bridge Treatments (SPECIAL)	26	



For Pile Driving Criteria, see Geotechnical special provisions.

## PROJECT SPECIAL PROVISIONS STRUCTURES

PROJECT R-4903 BLADEN COUNTY

## PLACING LOAD ON STRUCTURE MEMBERS

(11-27-12)

The 2012 Standard Specifications shall be revised as follows:

In Section 420-20 – Placing Load on Structure Members replace the first sentence of the fifth paragraph with the following:

Do not place vehicles or construction equipment on a bridge deck until the deck concrete develops the minimum specified 28 day compressive strength and attains an age of at least 7 curing days.

## STEEL REINFORCED ELASTOMERIC BEARINGS

(11-27-12)

The 2012 Standard Specifications shall be revised as follows:

In **Section 1079-1 – Preformed Bearing Pads** add the following after the second paragraph:

Internal holding pins are required for all shim plates when the contract plans indicate the structure contains the necessary corrosion protection for a corrosive site.

Repair laminated (reinforced) bearing pads utilizing external holding pins via vulcanization. Submit product data for repair material and a detailed application procedure to the Materials and Tests Unit for approval before use and annually thereafter.

## THERMAL SPRAYED COATINGS (METALLIZATION)

(9-30-11)

## 1.0 DESCRIPTION

Apply a thermal sprayed coating (TSC) and sealer to metal surfaces as specified herein when called for on the plans or by other Special Provisions, or when otherwise approved by the Engineer in accordance with the SSPC-CS 23.00/AWS C2.23/NACE No. 12 Specification. Only Arc Sprayed application methods are used to apply TSC coatings, the Engineer must approve other methods of application.

## 2.0 QUALIFICATIONS

Only use NCDOT approved TSC Contractors meeting the following requirements:

- 1. The capability of blast cleaning steel surfaces to SSPC SP-5 and SP-10 Finishes.
- 2. Employ Spray Operator(s) qualified in accordance with AWS C.16/C2.16M2002 and Quality Control Inspector(s) who have documented training in the applicable test procedures of ASTM D-3276 and SSPC-CS 23.00.

A summary of the contractor's related work experience and the documents verifying each Spray Operator's and Quality Control Inspector's qualifications are submitted to the Engineer before any work is performed.

#### 3.0 MATERIALS

Provide wire in accordance with the metallizing equipment manufacturer's recommendations. Use the wire alloy specified on the plans which meets the requirements in Annex C of the SSPC-CS 23.00 Specification. Have the contractor provide a certified analysis (NCDOT Type 2 Certification) for each lot of wire material.

Apply an approved sealer to all metallized surfaces in accordance with Section 9 of SSPC-CS 23. The sealer must either meet SSPC Paint 27 or is an alternate approved by the Engineer.

## 4.0 SURFACE PREPARATION AND TSC APPLICATION

Grind flame cut edges to remove the carbonized surface prior to blasting. Bevel all flame cut edges in accordance with Article 442-10(D) regardless of included angle. Blast clean surfaces to be metallized with grit or mineral abrasive in accordance with Steel Structures Painting Council SSPC SP-5/10(as specified) to impart an angular surface profile of 2.5 - 4.0 mils. Surface preparation hold times are in accordance with Section 7.32 of SSPC-CS 23. If flash rusting occurs prior to metallizing, blast clean the metal surface again. Apply the thermal sprayed coating only when the surface temperature of the steel is at least 5°F above the dew point.

At the beginning of each work period or shift, conduct bend tests in accordance with Section 6.5 of SSPC-CS 23.00. Any disbonding or delamination of the coating that exposes the substrate requires corrective action, additional testing, and the Engineer's approval before resuming the metallizing process.

Apply TSC with the alloy to the thickness specified on the plans or as provided in the table below. All spot results (the average of 3 to 5 readings) must meet the minimum requirement. No additional tolerance (as allowed by SSPC PA-2) is permitted. (For Steel Beams: For pieces with less than 200 ft<sup>2</sup> measure 2 spots/surface per piece and for pieces greater than 200 ft<sup>2</sup> add 1 additional spots/surface for each 500 ft<sup>2</sup>).

Application	Thickness	Alloy	Seal Coat
Pot Bearings	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil
Armored Joint Angles	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil
Modular Joints	8 mil	99.99% Zn (W-Zn-1)	0.5 mil
Expansion Joint Seals	8 mil	99.99% Zn (W-Zn-1)	0.5 mil
Optional Disc Bearings	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil

When noted on the plans or as specified in the above chart, apply the sealer to all metallized surfaces in accordance with the manufacturer's recommendations and these provisions. Apply the seal coat only when the air temperature is above 40°F and the surface temperature of the steel is at least 5°F above the dew point. If the sealer is not applied within eight hours after the final application of TSC, the applicator verifies acceptable TSC surfaces and obtains approval from the Engineer before applying the sealer.

## 5.0 INSPECTION FREQUENCY

The TSC Contractor must conduct the following tests at the specified frequency and the results documented in a format approved by the Engineer.

Test/Standard	Location	Frequency	Specification
Ambient Conditions	Site	Each Process	5°F above the dew point
Abrasive Properties	Site	Each Day	Size, angularity, cleanliness
Surface Cleanliness SSPC Vis 1	All Surfaces	Visual All Surfaces	SSPC-SP-10 Atmospheric Service SSPC-SP - 5 Immersion Service
Surface Profile ASTM D-4417 Method C	Random Surfaces	3 per 500 ft <sup>2</sup>	2.5 - 4.0 mils
Bend Test SSPC-CS 23.00	Site	5 per shift	Pass Visual
Thickness SSPC PA-2R SSPC-CS 23.00	Each Surface	Use the method in PA-2 Appendix 3 for Girders and Appendix 4 for frames and miscellaneous steel. See Note 1.	Zn - 8 mils minimum Al - 8 mils minimum Zn Al - 8 mils minimum Areas with more than twice the minimum thickness are inspected for compliance to the adhesion and cut testing requirements of this specification.
Adhesion ASTM 4541	Random Surfaces Splice Areas	1 set of 3 per 500 ft <sup>2</sup>	Zn > 500 psi Al > 1000 psi Zn Al > 750 psi
Cut Test - SSPC-CS 23.00	Random Surfaces	3 sets of 3 per 500 ft <sup>2</sup>	No peeling or delamination
Job Reference Std. SSPC-CS 23.00	Site	1 per job	Meets all the above requirements

#### 6.0 REPAIRS

All Repairs are to be performed in accordance with the procedures below, depending on whether the repair surface is hidden or exposed. As an exception to the following, field welded splices on joint angles and field welding bearing plates to girders may be repaired in accordance with the procedures for hidden surfaces.

For hidden surfaces (including but not limited to interior girders, interior faces of exterior girders, and below-grade sections of piles):

- 1. Welding of metallized surfaces may be performed only if specifically permitted by the Engineer. Remove metallizing at the location of field welds by blast cleaning (SSPC SP-6 finish), or hand (SSPC SP-2 finish) or power tool cleaning (SSPC SP-3 finish) just prior to welding. Clean sufficiently to prevent contamination of the weld. All repairs to welded connections are metallized in accordance with SSPC CS 23.00.
- 2. Minor areas less than or equal to 0.1 ft<sup>2</sup> exposing the substrate are metallized in accordance with SSPC CS 23.00 or painted in accordance with ASTM A780, "Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings."
- 3. Large areas greater than 0.1 ft<sup>2</sup> exposing the substrate are metallized in accordance with SSPC CS 23.00.
- 4. Damaged (burnished) areas not exposing the substrate with less than the specified coating thickness are metallized in accordance with SSPC CS 23.00 or painted in accordance with ASTM A780, "Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings."
- 5. Damaged (burnished) areas not exposing the substrate with more than the specified coating thickness are not repaired.
- 6. Defective coating is repaired by either method 2 or 3 depending on the area of the defect.

## For Exposed Surfaces (including but not limited to exterior faces of exterior girders and above-grade sections of piles):

- 1. Welding of metallized surfaces may be performed only if specifically permitted by the Engineer. Remove metallization at the location of field welds by blast cleaning (SSPC SP-6 finish), or hand (SSPC SP-2 finish) or power tool cleaning (SSPC SP-3 finish) just prior to welding. Clean sufficiently to prevent contamination of the weld. All repairs to welded connections are metallized in accordance with SSPC CS 23.00.
- 2. All areas exposing the substrate are metallized in accordance with SSPC CS 23.00
- 3. Defective coating is repaired by either method 2 or 3 depending on the area of the defect.

#### 7.0 TWELVE MONTH OBSERVATION PERIOD

The contractor maintains responsibility for the coating system for a twelve (12) month observation period beginning upon the satisfactory completion of all the work required in the plans or as directed by the engineer. The contractor must guarantee the coating system under the payment and performance bond (refer to Article 109-10). To successfully complete the observation period, the coating system must meet the following requirements after twelve(12) months service:

- No visible rust, contamination or application defect is observed in any coated area.
- Painted surfaces have a uniform color and gloss.
- Surfaces have an adhesion of no less than 500 psi when tested in accordance with ASTM D-4541.

#### 8.0 BASIS OF PAYMENT

The contract price bid for the bridge component to which the coating is applied will be full compensation for the thermal sprayed coating.

## **ELASTOMERIC CONCRETE**

(9-27-12)

## 1.0 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.

#### 2.0 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 D882 (D882M)	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.

## 3.0 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:

North Carolina Department of Transportation 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 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.

## 4.0 Installation

The elastomeric concrete shall not be placed until the reinforced concrete deck slab has cured for seven full days and reached a minimum strength of 3000 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 blockout 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 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.

## 5.0 FIELD SAMPLING

Provide additional production material to allow freshly mixed elastomeric concrete to be sampled for acceptance. A minimum of six 2 inch cube molds and three 3x6 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.

## **6.0 BASIS OF PAYMENT**

No separate payment will be made for elastomeric concrete. The lump sum contract price bid for "Foam Joint Seals" will be full compensation for furnishing and placing the Elastomeric Concrete.

## 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" $\pm$  wide by 1/8" $\pm$  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	$< 0.03 \text{ lb/ft}^2$
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/f	
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.

## 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 (m		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.

#### 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 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.

## FALSEWORK AND FORMWORK

(4-5-12)

#### 1.0 DESCRIPTION

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.

#### 2.0 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.

#### 3.0 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. Submit the number of copies as called for by the contract.

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.

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.

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.

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 <sup>3</sup>/<sub>4</sub>".

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 1995 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.

Height Zone	Pressure, lb/ft <sup>2</sup> for Indicated Wind Velocity, mph				
feet above ground	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

Table 2.2 - Wind Pressure Values

#### 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 damage to the surface.

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		

# 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.

# 4.0 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.

#### 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.

# 5.0 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.

# 6.0 METHOD OF MEASUREMENT

Unless otherwise specified, temporary works will not be directly measured.

# 7.0 BASIS OF PAYMENT

Payment at the contract unit prices for the various pay items requiring temporary works will be full compensation for the above falsework and formwork.

# SUBMITTAL OF WORKING DRAWINGS

(8-9-13)

# 1.0 GENERAL

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, "submittals" refers to only those listed in this 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 Resident Engineer. Either the Structure Design 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 Resident 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 Resident Engineer, Structure Design Unit contacts or the Geotechnical Engineering Unit contacts noted below.

In order 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.

# 2.0 ADDRESSES AND CONTACTS

For submittals to the Structure Design Unit, use the following addresses:

Via US mail:

Mr. G. R. Perfetti, P. E. State Bridge Design Engineer North Carolina Department of Transportation

Structure Design Unit 1581 Mail Service Center Raleigh, NC 27699-1581

Attention: Mr. P. D. Lambert, P. E.

Submittals may also be made via email.

Send submittals to:

plambert@ncdot.gov (Paul Lambert)

Send an additional e-copy of the submittal to the following address:

jgaither@ncdot.gov (James Gaither) jlbolden@ncdot.gov (James Bolden) Via other delivery service:

Mr. G. R. Perfetti, P. E. State Bridge Design Engineer North Carolina Department

of Transportation Structure Design Unit 1000 Birch Ridge Drive Raleigh, NC 27610

Attention: Mr. P. D. Lambert, P. E.

For submittals to the Geotechnical Engineering Unit, use the following addresses:

For projects in Divisions 1-7, use the following Eastern Regional Office address:

Via US mail: Via other delivery service:

Mr. K. J. Kim, Ph. D., P. E.
Eastern Regional Geotechnical

Mr. K. J. Kim, Ph. D., P. E.
Eastern Regional Geotechnical

Manager Manager

North Carolina Department North Carolina Department

of Transportation of Transportation

Geotechnical Engineering Unit Geotechnical Engineering Unit

Eastern Regional Office Eastern Regional Office

1570 Mail Service Center 3301 Jones Sausage Road, Suite 100

Raleigh, NC 27699-1570 Garner, NC 27529

For projects in Divisions 8-14, use the following Western Regional Office address:

Via US mail: Via other delivery service:

Mr. Eric Williams, P. E. Mr. Eric Willims, P. E.

Western Regional Geotechnical Western Region Geotechnical

Manager Manager

North Carolina Department North Carolina Department

of Transportation of Transportation

Geotechnical Engineering Unit Geotechnical Engineering Unit

Western Regional Office
5253 Z Max Boulevard
Harrisburg, NC 28075
Western Regional Office
5253 Z Max Boulevard
Harrisburg, NC 28075

The status of the review of structure-related submittals sent to the Structure Design Unit can be viewed from the Unit's web site, via the "Contractor Submittal" link.

Direct any questions concerning submittal review status, review comments or drawing markups to the following contacts:

Primary Structures Contact: Paul Lambert (919) 707 – 6407

(919) 250 – 4082 facsimile

plambert@ncdot.gov

Secondary Structures Contacts: James Gaither (919) 707 – 6409

James Bolden (919) 707 – 6408

Eastern Regional Geotechnical Contact (Divisions 1-7):

K. J. Kim (919) 662 – 4710

(919) 662 - 3095 facsimile

kkim@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):

Eric Williams (704) 455 – 8902

(704) 455 – 8912 facsimile ewilliams@ncdot.gov

# 3.0 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Resident Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structure Design Unit and/or the Geotechnical Engineering Unit.

The first table below covers "Structure Submittals". The Resident Engineer will receive review comments and drawing markups for these submittals from the Structure Design Unit. The second table in this section covers "Geotechnical Submittals". The Resident 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 Structure Design 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	Copies Required by Structure Design Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal <sup>1</sup>
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & "Falsework and Formwork"
Box Culvert Falsework <sup>7</sup>	5	0	Plan Note, SN Sheet & "Falsework and Formwork"
Cofferdams	6	2	Article 410-4
Foam Joint Seals <sup>6</sup>	9	0	"Foam Joint Seals"
Expansion Joint Seals (hold down plate type with base angle)	9	0	"Expansion Joint Seals"
Expansion Joint Seals (modular)	2, then 9	0	"Modular Expansion Joint Seals"
Expansion Joint Seals (strip seals)	9	0	"Strip Seals"

# **ST-21**

R-4903 Bladen Co.

Falsework & Forms <sup>2</sup> (substructure)	8	0	Article 420-3 & "Falsework and Formwork"
Falsework & Forms (superstructure)	8	0	Article 420-3 & "Falsework and Formwork"
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	"Maintenance and Protection of Traffic Beneath Proposed Structure at Station"
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings <sup>4,5</sup>	7	0	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	7	0	Article 1072-8
Optional Disc Bearings <sup>4</sup>	8	0	"Optional Disc Bearings"
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Pot Bearings <sup>4</sup>	8	0	"Pot Bearings"
Precast Concrete Box Culverts	2, then 1 reproducible	0	"Optional Precast Reinforced Concrete Box Culvert at Station"
Prestressed Concrete Cored Slab (detensioning sequences) <sup>3</sup>	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	5	0	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3

Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	"Modular Expansion Joint Seals"
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & "Sound Barrier Wall"
Sound Barrier Wall Steel Fabrication Plans <sup>5</sup>	7	0	Article 1072-8 & "Sound Barrier Wall"
Structural Steel <sup>4</sup>	2, then 7	0	Article 1072-8
Temporary Detour Structures	10	2	Article 400-3 & "Construction, Maintenance and Removal of Temporary Structure at Station"
TFE Expansion Bearings <sup>4</sup>	8	0	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 Structure Design 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**

C----

Submittal	Copies Required by Geotechnical Engineering Unit	Copies Required by Structure Design Unit	Contract Reference Requiring Submittal <sup>1</sup>
Drilled Pier Construction Plans <sup>2</sup>	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports <sup>2</sup>	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms <sup>2,3</sup>	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports <sup>2</sup>	1	0	Subarticle 450-3(F)(3)
Retaining Walls <sup>4</sup>	8 drawings, 2 calculations	2 drawings	Applicable Provisions
Temporary Shoring <sup>4</sup>	5 drawings, 2 calculations	2 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 Resident or Bridge Maintenance Engineer. Submit a second copy of submittal electronically (PDF via email) or by facsimile, 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: <a href="https://www.ncdot.org/doh/preconstruct/highway/geotech/formdet/">www.ncdot.org/doh/preconstruct/highway/geotech/formdet/</a> See second page of form for submittal instructions.
- 4. Electronic copy of submittal is required. See referenced provision.

CRANE SAFETY (8-15-05)

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 regulations (OSHA).

Submit all items listed below to the Engineer prior to beginning crane operations involving critical lifts. A critical lift is defined as any lift that exceeds 75 percent of the manufacturer's crane chart capacity for the radius at which the load will be lifted or requires the use of more than one crane. 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

<u>Competent Person:</u> 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.

**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.

<u>Crane Inspections:</u> Inspection records for all cranes shall be current and readily accessible for review upon request.

<u>Certifications:</u> By July 1, 2006, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

# **GROUT FOR STRUCTURES**

(9-30-11)

# 1.0 DESCRIPTION

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

#### 2.0 MATERIAL REQUIREMENTS

Use a Department approved pre-packaged, non-shrink, non-metallic grout. Contact the Materials and Tests Unit for a list of approved pre-packaged grouts and consult the manufacturer to determine if the pre-packaged grout selected is suitable for the required application.

When using an approved pre-packaged grout, a grout mix design submittal is not required.

The grout shall be free of soluble chlorides and contain less than one percent soluble sulfate. Supply water in compliance with Article 1024-4 of the Standard Specifications.

Aggregate may be added to the mix only where recommended or permitted by the manufacturer and Engineer. The quantity and gradation of the aggregate shall be in accordance with the manufacturer's recommendations.

Admixtures, if approved by the Department, shall be used in accordance with the manufacturer's recommendations. The manufacture date shall be clearly stamped on each container. Admixtures with an expired shelf life shall not be used.

The Engineer reserves the right to reject material based on unsatisfactory performance.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Test the expansion and shrinkage of the grout in accordance with ASTM C1090. The grout shall expand no more than 0.2% and shall exhibit no shrinkage. Furnish a Type 4 material certification showing results of tests conducted to determine the properties listed in the Standard Specifications and to assure the material is non-shrink.

Unless required elsewhere in the contract the compressive strength at 3 days shall be at least 5000 psi. Compressive strength in the laboratory shall be determined in accordance with ASTM C109 except the test mix shall contain only water and the dry manufactured material. Compressive strength in the field will be determined by molding and testing 4" x 8" cylinders in accordance with AASHTO T22. Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

When tested in accordance with ASTM C666, Procedure A, the durability factor of the grout shall not be less than 80.

#### 3.0 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.

Do not place grout if the grout temperature is less than 50°F or more than 90°F or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 45°F.

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer's recommendations unless directed otherwise by the Engineer. Use grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes.

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

# 4.0 BASIS OF 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.

# **AESTHETIC BRIDGE TREATMENTS**

(SPECIAL)

# 1.0 DESCRIPTION

The work covered by this special provision shall consist of concrete staining and painting structural steel as indicated on the plans and in this Special Provision.

Concrete staining consists of the field preparation and application of a single color concrete penetrating stain to various concrete surfaces as indicated on the plans or as directed by the Engineer. The stain shall be applied in two uniform coats and shall provide protection from water and chlorides.

Painting of structural steel consists of preparation and application of paint to specified components of exterior girder as indicated on the plans or as directed by the Engineer.

#### 2.0 CONCRETE STAINING

#### A. Materials

- Materials shall be delivered to the job site in original sealed containers, clearly labeled with the manufacturer's name and batch number of the material. A copy of the manufacturer's Materials Safety Data Sheet and a copy of the manufacturer's printed instructions shall be presented to the Engineer at the time of delivery.
- The stain shall be a water-based emulsion with inorganic oxide toning pigments which carries its color and water repellant protection into the surface of the concrete.
- The coating shall conform to the following requirements:

Bladen Co.

# **Physical Properties:**

CONDITIONS	RESULTS	TEST METHOD
Dry time @ 75°, 50% R.H.	20 Min. Max.	ASTM D1640
Recoat time @ 75°, 50% R.H.	12 Hour Max.	ASTM D1640

The penetrating stain material shall not oxidize and shall show no appreciable change in color after 1,000 hours when tested according to ASTM D1729. It shall have excellent resistance to acids, alkalies, gasoline, and mineral spirits when tested according to ASTM D543. It shall allow moisture vapor from the concrete interior to pass through the coating when tested according to ASTM E398 or D1653. It shall reduce the absorption rate of exterior moisture into the pores of the concrete surface.

- The color of the applied concrete surface shall be in accordance with the Federal Standard Color Chart and as outlined in the plans. The plans indicate two separate Federal Standard Colors as follows: FS 35630 and FS 36424.
- The Contractor shall submit five (5) catalog cut sheets to the Engineer for approval. The technical data provided shall indicate that the material supplied is in accordance with the specifications.

# B. Surface Preparation

Concrete staining surface preparation shall be in accordance with Section 420-17(B) of the Standard Specifications or the manufacturer's recommendations, whichever is more restrictive. Surfaces must be clean and free of oil, grease, laitance, efflorescence and any other contaminants that could prevent good adhesion. All concrete surfaces to which the stain is to be applied shall receive a high pressure power washing with water set at 3,000 psi prior to application, unless the manufacturer's recommendations prohibits this type of surface preparation. Pressure washing operations must not remove or damage the concrete.

# C. Application

- The concrete staining application, including equipment used, shall be in accordance with the manufacturer's recommendations and shall be applied by qualified personnel with prior experience in this type of work. The coating shall be applied only when the ambient air temperature is between 40°F and rising, and 100°F. It shall not be applied over frozen surfaces or if rain is imminent.
- The concrete penetration shall be mixed and applied in accordance with the manufacturer's recommendations and as directed by the Engineer.

- In order to apply stain, both the concrete and air temperatures must be between 45°F and 90°F and within manufacturer's specifications. Stain shall not be applied unless weather conditions will permit complete drying of material prior to rain, fog, dew or temperatures beyond the prescribed limits.
- Stain shall not be applied to damp concrete surfaces.
- Stain may be applied by brush, spray or roller. Once a method has been adopted, the method must be utilized throughout the application process. Material should not be flooded on the surface but applied evenly avoiding rundowns or overlaps.
- Stain shall be applied in two thin coats (minimum) providing a uniform appearance. The first coat must be allowed to become tack free before the second coat is applied. The final coat shall be consistent with the quality and appearance of the approved sample area. Additional coats of stain may be required to provide a uniform appearance.
- Adequate protection shall be provided to protect adjacent persons, vehicles and property from concrete surface preparation activities and from overspray during staining operations.

# 3.0 PAINTING OF STRUCTURAL STEEL

Surface preparation and painting of specified exterior girders and galvanized hold-down plates shall be performed in accordance with Section 442 of the Standard Specifications except where otherwise noted in these Special Provisions. For surfaces identified on the plans, apply the primer and topcoat of paint from Table 442-4 after the removal of the overhang brackets and in accordance with Section 442-11. Paint materials must meet the applicable material specifications under Section 1080 of the Standard Specifications.

#### 4.0 MEASUREMENT AND PAYMENT

Concrete staining will be measured and paid for at the contract price bid per square foot for "Concrete Staining". Price and payment will be full compensation for all above work including but not limited to materials, equipment, tools, labor and incidentals necessary to complete the work.

Painting of structural steel will be measured and paid for at the contract price bid per square foot for "Painting of Structural Steel" for specified exterior girders and galvanized hold-down plates. Price and payment will be full compensation for all items required to paint these items including, but not limited to, those items contained in Article 442-1 of the Standard Specifications. Shop painting of structural steel for all other girders shall be included in the contract lump sum price for "Approximately \_\_\_\_\_\_\_ Pounds Structural Steel" as provided in Article 440-10 of the Standard Specifications.

# PROJECT SPECIAL PROVISION

(10-18-95) (Rev. 10-15-13)

# **PERMITS**

Z-1

The Contractor's attention is directed to the following permits, which have been issued to the Department of Transportation by the authority granting the permit.

PERMIT AUTHORITY GRANTING THE PERMIT

Dredge and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Environmental Management, DENR State of North Carolina
Navigation	U. S. Coast Guard

The Contractor shall comply with all applicable permit conditions during construction of this project. Those conditions marked by \* are the responsibility of the Department and the Contractor has no responsibility in accomplishing those conditions.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the 2012 Standard Specifications and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the waters or wetlands provided that activities outside those areas is done in such a manner as to not affect the waters or wetlands.



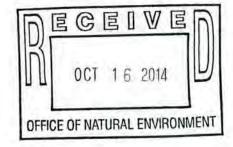
#### DEPARTMENT OF THE ARMY

WILMINGTON DISTRICT, CORPS OF ENGINEERS 69 DARLINGTON AVENUE WILMINGTON, NORTH CAROLINA 28403-1343

October 9, 2014

Regulatory Division

Action ID: SAW-2009-00655



North Carolina Department of Transportation Mr. Richard Hancock Project Development and Environmental Analysis Unit 1598 Mail Service Center Raleigh, North Carolina 27699

Dear Mr. Hancock:

In accordance with your written request of May 20, 2014 and the ensuing administrative record, enclosed are two copies of a permit to discharge dredged or fill material in order to construct to replace the existing at grade intersection of NC 87 Bypass and US 701 with a grade-separated interchange. NCDOT will carry NC 87 over US 701 on a bridge, relocate US 701 to the east in order to maintain traffic at the existing intersection during construction, replace bridge number 3 along US 701 over Brown's Creek, and widen US 701 to a two-to-three lane, roadway, with a raised median from approximately 1,800 feet south of the existing NC 242 intersection to north of Brown's Creek. Turn lanes will be provided on US 701 at the proposed interchange ramps and the relocated NC 242 intersection. NC 242 will be relocated to intersect US 701 approximately 800 feet south of its current location. The project will permanently impact 1,054 linear feet of stream channel and 0.60 acre wetlands. Impacts (permanent and temporary) to jurisdictional resources are associated with roadway construction practices and include clearing, grubbing, placement of roadway fill, bank stabilization, pipe placement, excavation, utility line installation, and hand clearing of vegetation for overhead power line clearing. An additional 0.03 acre wetland for temporary fill is authorized for construction.

You should acknowledge that you accept the terms and conditions of the enclosed permit by signing and dating each copy in the spaces provided ("Permittee" on page 3). Your signature, as permittee, indicates that, as consideration for the issuance of this permit, you voluntarily accept and agree to comply with all of the terms and conditions of this permit. All pages of both copies of the signed permit with drawings should then be returned to this office for final authorization. A self-addressed envelope is enclosed for your convenience.

This correspondence contains a proffered permit for the above described site. If you object to this decision, you may request an administrative appeal under Corps regulations at 33 CFR part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and request

for appeal (RFA) form. If you request to appeal this decision you must submit a completed RFA form to the following address:

District Engineer, Wilmington Regulatory Division Attn: Liz Hair 69 Darlington Avenue Wilmington, North Carolina 28403

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by December 9, 2014.

It is not necessary to submit an RFA form to the Division Office if you do not object to the decision in contained in this correspondence.

After the permit is authorized in this office, the original copy will be returned to you; the duplicate copy will be permanently retained in this office. If you have questions, please contact Liz Hair, at the Wilmington Regulatory Field Office, telephone 910-251-4001.

Thank you in advance for completing our Customer Survey Form. This can be accomplished by visiting our website at http://per2.nwp.usace.army.mil/survey.html and completing the survey on-line. We value your comments and appreciate your taking the time to complete a survey each time you interact with our office.

Dale Beter

Chief, Wilmington Regulatory Field Office

Enclosures (3)

# DEPARTMENT OF THE ARMY PERMIT

Permittee: North Carolina Department of Transportation, c/o: Mr. Richard Hancock

Permit No.: SAW-2009-00655

Issuing Office: CESAW-RG-L

**NOTE:** The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** NCDOT will carry NC 87 over US 701 on a bridge, relocate US 701 to the east in order to maintain traffic at the existing intersection during construction, replace bridge number 3 along US 701 over Brown's Creek, and widen US 701 to a two-to-three lane, roadway, with a raised median from approximately 1,800 feet south of the existing NC 242 intersection to north of Brown's Creek. Turn lanes will be provided on US 701 at the proposed interchange ramps and the relocated NC 242 intersection. NC 242 will be relocated to intersect US 701 approximately 800 feet south of its current location. The project will permanently impact 1,054 linear feet of stream channel and 0.60 acre wetlands.

Proposed impacts (permanent and temporary) to jurisdictional resources are associated with roadway construction practices and include clearing, grubbing, placement of roadway fill, bank stabilization, pipe placement, excavation, utility line installation, and hand clearing of vegetation for overhead power line clearing

Project Location: R-4903, Interchange at US701 and NC87 Bypass, located in Bladen County, North Carolina.

#### General Conditions:

- 1. The time limit for completing the work authorized ends on <u>December 31, 2019</u> If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
- 2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
- 3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- 4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

- 5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
- You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:** 

# SEE ATTACHED SPECIAL CONDITIONS

#### **Further Information:**

- 1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
- 2. Limits of this authorization.
- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
- 3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.

- e. Damage claims associated with any future modification, suspension, or revocation of this permit.
- 4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
- 5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
  - a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit, Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE) RICHARD W. HANCOCK, PE (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

(DISTRICT ENGINEER) KEVIN P. LANDERS, SR., COLONEL, U.S. ARMY

DISTRICT COMMANDER

When th	ne structure	or work	authorized by	this permit	are still in	existence at	the time	the property	is
transferi	red, the tern	ns and con	ditions of this	permit will	continue to b	e binding on	the new	owner(s) of t	the
property	. To validat	e the trans	fer of this per	mit and the as	sociated liab	ilities associa	ted with	compliance w	ith
its terms	and conditi	ons, have th	ne transferee s	ign and date	below.				

(TRANSFEREE)	(DATE)

\*U.S. GOVERNMENT PRINTING OFFICE: 1986 - 717-425

# SPECIAL CONDITIONS NORTH CAROLINA DEPARTMENT OF TRANSPORTATION c/o: MR. RICHARD HANCOCK SAW-2009-00655

# Work Limits

- a) Construction Plans: All work authorized by this permit must be performed in strict compliance with the attached plans received on May 20, 2014, which are a part of this permit. Any modification to these plans must be approved by the US Army Corps of Engineers (USACE) prior to implementation.
- b) Unauthorized Dredge or Fill: Except as authorized by this permit or any USACE approved modification to this permit, no excavation, fill or mechanized land clearing activities shall take place at any time in the construction or maintenance of this project, within waters or wetlands. This permit does not authorize temporary placement or double handling of fill material within waters or wetlands outside the permitted area. This prohibition applies to all borrow and fill activities connected with this project.
- c) Maintain Circulation and Flow of Waters: Except as specified in the plans attached to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, in such a manner as to impair normal flows and circulation patterns within waters or wetlands or to reduce the reach of waters or wetlands.
- e) Deviation From Permitted Plans: The permittee shall ensure that the construction design plans for this project do not deviate from the permit plans attached to this authorization. Written verification shall be provided that the final construction drawings comply with the attached permit drawings prior to any active construction in waters of the United States, including wetlands. Any deviation in the construction design plans will be brought to the attention of the Corps of Engineers, Ms. Liz Hair, Wilmington Regulatory Field Office, 69 Darlington Avenue Wilmington, NC 28403, and by telephone at: 910-251-4049 prior to any active construction in waters or wetlands.
- f) Preconstruction Meeting: The permittee shall schedule a preconstruction meeting between its representatives, the contractor's representatives, and the appropriate Corps of Engineers representative, prior to any work within jurisdictional waters and wetlands to ensure that there is a mutual understanding of all of the terms and conditions contained within this Department of the Army Permit. The permittee shall invite the Corps and NCDWQ Project Managers a minimum of thirty (30) days in advance of the scheduled meeting in order to provide those individuals with ample opportunity to schedule and participate in the required meeting.

# Related Laws

- g) During the clearing phase of the project, heavy equipment must not be operated in surface waters or stream channels. Temporary stream crossings will be used to access the opposite sides of stream channels. All temporary diversion channels and stream crossings will be constructed of non-erodible materials. Grubbing of riparian vegetation will not occur until immediately before construction begins on a given segment of stream channel.
- h) No fill or excavation impacts for the purposes of sedimentation and erosion control shall occur within jurisdictional waters, including wetlands, unless the impacts are included on the plan drawings and specifically authorized by this permit.
- The permittee shall remove all sediment and erosion control measures placed in wetlands or waters, and shall restore natural grades on those areas, prior to project completion.
- The permittee shall use appropriate sediment and erosion control practices which equal or exceed those outlined in the most recent version of the "North Carolina Sediment and Erosion Control Planning and Design Manual" to assure compliance with the appropriate turbidity water quality standard. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to assure compliance with the appropriate turbidity water quality standards. This shall include, but is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project must remain in full compliance with all aspects of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4). Adequate sedimentation and erosion control measures must be implemented prior to any ground disturbing activities to minimize impacts to downstream aquatic resources. These measures must be inspected and maintained regularly, especially following rainfall events. All fill material must be adequately stabilized at the earliest practicable date to prevent sediment from entering into adjacent waters or wetlands.
- k) Water Contamination: All mechanized equipment will be regularly inspected and maintained to prevent contamination of waters and wetlands from fuels, lubricants, hydraulic fluids, or other toxic materials. In the event of a spill of petroleum products or any other hazardous waste, the permittee shall immediately report it to the N.C. Division of Water Resources at (919) 733-3300 or (800) 858-0368 and provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act will be followed.

# **Project Maintenance**

- \* i) Notification of Construction Commencement and Completion: The permittee shall advise the Corps in writing prior to beginning the work authorized by this permit and again upon completion of the work authorized by this permit.
  - j) Clean Fill: Unless otherwise authorized by this permit, all fill material placed in waters or wetlands shall be generated from an upland source and will be clean and free of any pollutants except in trace quantities. Metal products, organic materials (including debris from land clearing activities), or unsightly debris will not be used. Soils used for fill shall not be contaminated with any toxic substance in concentrations governed by Section 307 of the Clean Water Act.
  - k) Permit Distribution: The permittee shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this permit. A copy of this permit, including all conditions, shall be available at the project site during construction and maintenance of this project.
- 1) Silt Fencing: The permittee shall employ all sedimentation and erosion control measures necessary to prevent an increase in sedimentation or turbidity within waters and wetlands outside the permit area. This shall include, but is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project must remain in full compliance with all aspects of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4).
- m) No fill or excavation for the purposes of sedimentation and erosion control shall occur within jurisdictional waters, including wetlands, unless it is included on the plan drawings and specifically authorized by this permit.
- \*n) The permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the work will, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the water or wetland to its pre-project condition.

# Enforcement

Reporting Address: All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address: U.S. Army Corps of Engineers, Regulatory Division, Wilmington

# P-11

Regulatory Field Office, c/o Ms. Liz Hair, Field office address: 69 Darlington Avenue Wilmington, NC 28403, and by telephone at: 910-251-4049. The Permittee shall reference the following permit number, SAW-2009-00655, on all submittals.

- p) Reporting Violations of the Clean Water Act and Rivers and Harbors Act: Violations of these conditions or violations of Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act must be reported in writing to the Wilmington District U.S. Army Corps of Engineers within 24 hours of the permittee's discovery of the violation.
- q) Compliance Inspection: A representative of the Corps of Engineers will periodically and randomly inspect the work for compliance with these conditions. Deviations from these procedures may result in an administrative financial penalty and/or directive to cease work until the problem is resolved to the satisfaction of the Corps.
- r) The permittee shall take measures to prevent live or fresh concrete from coming into contact with any surface waters until the concrete has hardened.
- s) To ensure that all borrow and waste activities occur on high ground and do not result in the degradation of adjacent wetlands and streams, except as authorized by this permit, the permittee shall require its contractors and/or agents to identify all areas to be used to borrow material, or to dispose of dredged, fill, or waste material. The permittee shall provide the USACE with appropriate maps indicating the locations of proposed borrow or waste sites as soon as the permittee has that information. The permittee will coordinate with the USACE before approving any borrow or waste sites that are within 400 feet of any streams or wetlands.

# Mitigation

t) In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization.

#### Concrete Condition

u) Prohibitions on concrete: The permittee shall take measures to prevent live or fresh concrete, including bags of uncured concrete, from coming into contact with any water in or entering into waters of the United States. Water inside coffer dams or casings that has been in contact with concrete shall only be returned to waters of the United States when it no longer poses a threat to aquatic organisms (concrete is set and cured).

# Culverts

v) Installation of culverts: For construction of culverts, measures will be included in the construction that will promote the safe passage of fish and other aquatic organisms. For all culvert construction activities, the dimension, pattern, and profile of the stream, (above and below a pipe or culvert), should not be modified by widening the stream channel or by reducing the depth of the stream. Culvert inverts will be buried at least one foot below the bed of the stream for culverts greater than 48 inches in diameter. For culverts 48 inches in diameter or smaller, culverts must be buried below the bed of the stream to a depth equal to or greater than 20 percent of the diameter of the culvert.

# U.S. ARMY CORPS OF ENGINEERS

# Wilmington District

# Compensatory Mitigation Responsibility Transfer Form

Permittee: NC DOT, Mr. Richard Hancock

Action ID: SAW-2009-00655

Project Name: R-4903, Interchange at US 701 and NC 87 Bypass

County: Bladen

Instructions to Permittee: The Permittee must provide a copy of this form to the Mitigation Sponsor, either an approved Mitigation Bank or the North Carolina Ecosystem Enhancement Program (NCEEP), who will then sign the form to verify the transfer of the mitigation responsibility. Once the Sponsor has signed this form, it is the Permittee's responsibility to ensure that to the U.S. Army Corps of Engineers (USACE) Project Manager identified on page two is in receipt of a signed copy of this form before conducting authorized impacts, unless otherwise specified below. If more than one mitigation Sponsor will be used to provide the mitigation associated with the permit, or if the impacts and/or the mitigation will occur in more than one 8-digit Hydrologic Unit Code (HUC), multiple forms will be attached to the permit, and the separate forms for each Sponsor and/or HUC must be provided to the appropriate mitigation Sponsors.

Instructions to Sponsor: The Sponsor must verify that the mitigation requirements (credits) shown below are available at the identified site. By signing below, the Sponsor is accepting full responsibility for the identified mitigation, regardless of whether or not they have received payment from the Permittee. Once the form is signed, the Sponsor must update the bank ledger and provide a copy of the signed form and the updated bank ledger to the Permittee, the USACE Project Manager, and the Wilmington District Mitigation Office (see contact information on page 2). The Sponsor must also comply with all reporting requirements established in their authorizing instrument.

#### Permitted Impacts and Compensatory Mitigation Requirements:

Permitted Impacts Requiring Mitigation\*

8-digit HUC and Basin: 03030005, Cape Fear River Basin

Stream Impacts (linear feet)			Wetland Impacts (acres)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
1,054			0.41		0.19	

<sup>\*</sup>If more than one mitigation sponsor will be used for the permit, only include impacts to be mitigated by this sponsor.

Compensatory Mitigation Requirements: 8-digit HUC and Basin: 03030005, Cape Fear River Basin

Stream Mitigation (credits)			Wetland Mitigation (credits)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
2,108			1.20			

Mitigation Site Debited: Privateer Farms Mitigation Bank

(List the name of the bank to be debited. For umbrella banks, also list the specific site. For NCEEP, list NCEEP. If the NCEEP acceptance letter identifies a specific site, also list the specific site to be debited).

# Section to be completed by the Mitigation Sponsor

Statement of Mitigation Liability Acceptance: I, the undersigned, verify that I am authorized to approve mitigation transactions for the Mitigation Sponsor shown below, and I certify that the Sponsor agrees to accept full responsibility for providing the mitigation identified in this document (see the table above), associated with the USACE Permittee and Action ID number shown. I also verify that released credits (and/or advance credits for NCEEP), as approved by the USACE, are currently available at the mitigation site identified above. Further, I understand that if the Sponsor fails to provide the required compensatory mitigation, the USACE Wilmington District Engineer may pursue measures against the Sponsor to ensure compliance associated with the mitigation requirements.

Mitigation Sponsor Name:	
Name of Sponsor's Authorized Representative:	
Signature of Sponsor's Authorized Representative	Date of Signature

# P-14

# USACE Wilmington District Compensatory Mitigation Responsibility Transfer Form, Page 2

#### Conditions for Transfer of Compensatory Mitigation Credit:

- Once this document has been signed by the Mitigation Sponsor and the USACE is in receipt of the signed form, the
  Permittee is no longer responsible for providing the mitigation identified in this form, though the Permittee remains
  responsible for any other mitigation requirements stated in the permit conditions.
- Construction within jurisdictional areas authorized by the permit identified on page one of this form can begin only
  after the USACE is in receipt of a copy of this document signed by the Sponsor, confirming that the Sponsor has
  accepted responsibility for providing the mitigation requirements listed herein. For authorized impacts conducted by
  the North Carolina Department of Transportation (NCDOT), construction within jurisdictional areas may proceed upon
  permit issuance; however, a copy of this form signed by the Sponsor must be provided to the USACE within 30 days of
  permit issuance. NCDOT remains fully responsible for the mitigation until the USACE has received this form, confirming
  that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein.
- Signed copies of this document must be retained by the Permittee, Mitigation Sponsor, and in the USACE
  administrative records for both the permit and the Bank/ILF Instrument. It is the Permittee's responsibility to ensure
  that the USACE Project Manager (address below) is provided with a signed copy of this form.
- If changes are proposed to the type, amount, or location of mitigation after this form has been signed and returned to
  the USACE, the Sponsor must obtain case-by-case approval from the USACE Project Manager and/or North Carolina
  Interagency Review Team (NCIRT). If approved, higher mitigation ratios may be applied, as per current District
  guidance and a new version of this form must be completed and included in the USACE administrative records for both
  the permit and the Bank/ILF Instrument.

#### Comments/Additional Conditions:

\*Impacts to streams and wetlands will be mitigated at a 2:1 ratio

This form is not valid unless signed below by the USACE Project Manager and by the Mitigation Sponsor on Page 1. Once signed, the Sponsor should provide copies of this form along with an updated bank ledger to: 1) the Permittee, 2) the USACE Project Manager at the address below, and 3) the Wilmington District Mitigation Office, Attn: Todd Tugwell, 11405 Falls of Neuse Road, Wake Forest, NC 27587 (email: todd.tugwell@usace.army.mil). Questions regarding this form or any of the permit conditions may be directed to the USACE Project Manager below.

USACE Project Manager: Liz Hair

USACE Field Office: Wilmington Regulatory Field Office

US Army Corps of Engineers 69 Darlington Avenue Wilmington, NC 28403

Email:

Digitally signed by HAIR.SARAH.E. 1054693512 DN: c=US, 0=U.S. Government, 0u=DoD, 0u=Pk1, 0u=USA, cn=HAIR.SARAH.EA.1054693512 cn=HAIR.SARAH.EA.1054693512

October 9, 2014

USACE Project Manager Signature Date of Signature

Current Wilmington District mitigation guidance, including information on mitigation ratios, functional assessments, and mitigation bank location and availability, and credit classifications (including stream temperature and wetland groupings) is available at <a href="http://ribits.usace.army.mil">http://ribits.usace.army.mil</a>.

Page 2 of 2

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at our website at <a href="http://regulatory.usacesurvey.com/">http://regulatory.usacesurvey.com/</a> to complete the survey online.



# North Carolina Department of Environment and Natural Resources

Pat McCrory Governor John E. Skvarla, III Secretary

July 21, 2014

Mr. Richard W. Hancock, P.E., Manager Project Development and Environmental Analysis North Carolina Department of Transportation 1598 Mail Service Center Raleigh, North Carolina, 27699-1598

Subject: 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with

ADDITIONAL CONDITIONS for the proposed Interchange at US 701 and 87 Bypass Intersection in Bladen County, Federal Aid Project No. STP-0005(252), State Project No. 40266.1.1, TIP R-4903.

NCDWR Project No. 20140479

Dear Mr. Hancock:

Attached hereto is a copy of Certification No. 3999 issued to The North Carolina Department of Transportation (NCDOT) dated July 21, 2014.

If we can be of further assistance, do not hesitate to contact us.

Sincerely,

Thomas A. Reeder, Director Division of Water Resources

#### Attachments

ec: Liz Hair, US Army Corps of Engineers, Wilmington Field Office Greg Burns, PE, Division 6 Engineer Jim Rerko, Division 6 Environmental Officer Cynthia Van Der Wiele, Environmental Protection Agency Travis Wilson, NC Wildlife Resources Commission Jason Elliott, NCDOT, Natural Environment Section Leilani Paugh, NCDOT, Natural Environment Section Sonia Carrillo, NCDWR Central Regional Office File Copy



# 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with ADDITIONAL CONDITIONS

THIS CERTIFICATION is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Resources (NCDWR) Regulations in 15 NCAC 2H .0500. This certification authorizes the NCDOT to impact 0.74 acres of jurisdictional wetlands and 1,122 linear feet of jurisdictional streams in Bladen County. The project shall be constructed pursuant to the application dated received May 16, 2014. The authorized impacts are as described below:

Stream Impacts in the Cape Fear River Basin

Site	Station	Permanent Fill in Intermittent Stream (linear ft)	Temporary Fill in Intermittent Stream (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Temporary Fill in Perennial Stream (linear ft)	Bank Stabilization (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
3	20+81 to 23+57 -RT-	0,	0	709 10	10 20 13	12 12 10	301 741 33	721 0
4	57+20 to 62+51 -L-	0	0					
5	11+40 -DRV1	0						
8	299+77 to 299+91 - Y02-RT 0		0	7	10	10	27	0
11	67+46 to 68+35 -L- LT	. 0	0	5	15	0	20	0
TOTAL				1,010	68	44	1,122	1,012

Total Stream Impact for Project: 1,122 linear feet

Wetland Impacts in the Cape Fear River Basin

Site	Station	Wetland Type*	Fill (ac)	Fill (temporary) (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Total Wetland Impact (ac)	Impacts Requiring Mitigation (ac)
1	20+61 to 23+57-L-RT	NR	0.11	0	0	0	0.04	0.15	0
3	18+00-RMPD	R	0.32	0	0	0	<0.01	0.32	0
6	67+63 to 68+83 -L-RT	R	0.05	0	Ó	0	0.01	0.06	0
7	12+41 to 13+24 -RMPB	NR	0.05	0	0.03	0	0.02	0.10	0
9	10+00 -RMPB-RT	R	<0.01	0	0.02	0	0.02	0.05	0
10	41+35 to 41+50 -Y01-RT	NR	0	Ó	0	0	0.01	0.01	0
12	67+46 to 68+35 -L-LT	R	0	0	0.01	0	0.01	0.02	0
	EC measures in HC areas	12 2 t	0	0.03	0	0 (	0	0.03	0
	TOTAL		0.54	0.03	0.06	0	0.11	0.74	0

Total Wetland Impact for Project: 0.74 acres.

\* NR - Non-riparian; R - Riparian

The application provides adequate assurance that the discharge of fill material into the waters of the Cape Fear River Basin in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your application dated received May 16, 2014. Should your project change, you are required to notify the NCDWR and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed one acre or 150 linear feet, respectively, additional compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not limited to) Sediment and Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.

#### Condition(s) of Certification:

# \* Project Specific Conditions

- The NCDOT Division Environmental Officer or Environmental Assistant will conduct a pre-construction
  meeting with all appropriate staff to ensure that the project supervisor and essential staff understand the
  potential issues with stream and pipe alignment at the permitted site. NCDWR staff shall be invited to the
- pre-construction meeting.
- The permittee shall provide written verification that the final construction drawings comply with the permit drawings contained in the application dated May 16, 2014. Any deviations from the approved drawings are not authorized unless approved by the NC Division of Water Resources.
- 3. Riprap shall not be placed in the active thalweg channel or placed in the streambed in a manner that precludes aquatic life passage. Bioengineering boulders or structures should be properly designed, sized and installed.
- 4. The stream channel shall be excavated no deeper than the natural bed material of the stream, to the maximum extent practicable. Efforts must be made to minimize impacts to the stream banks, as well as to vegetation responsible for maintaining the stream bank stability. Any applicable riparian buffer impact for access to stream channel shall be temporary and be revegetated with native riparian species.
- For the 68 linear feet of streams being impacted due to site dewatering activities, the site shall be graded to its preconstruction contours and revegetated with appropriate native species.
- 6. Erosion control matting placed in riparian areas shall not contain a nylon mesh grid, which can impinge and entrap small animals. Matting should be secured in place with staples, stakes, or wherever possible, live stakes of native trees. Riparian areas are defined as a distance 25 feet landward from top of stream bank.
- As a condition of this 401 Water Quality Certification, the bridge demolition and construction must be
  accomplished in strict compliance with the most recent version of NCDOT's Best Management Practices for
  Construction and Maintenance Activities.
- Bridge piles and bents shall be constructed using driven piles (hammer or vibratory) or drilled shaft
  construction methods. More specifically, jetting or other methods of pile driving are prohibited without prior
  written approval from the NCDWR first
- No drill slurry or water that has been in contact with uncured concrete shall be allowed to enter surface waters. This water shall be captured, treated, and disposed of properly.
- 10. A turbidity curtain will be installed in the stream if driving or drilling activities occur within the stream channel, on the stream bank, or within 5 feet of the top of bank. This condition can be waived with prior approval from the NCDWR.

- 11. The project shall be constructed in accordance with the provisions of the NCDOT's National Pollutant Discharge Elimination (NPDES) Stormwater Permit NCS000250, including the applicable requirements of the NCG01000.
- 12. Compensatory mitigation for 1,012 linear feet of impacts to streams is required. We understand that you have chosen to debit stream mitigation from the Privateer Farm Mitigation Bank at a 1.5:1 ratio. This certification gives you approval to debit 1,518 linear feet of stream mitigation from the Privateer Farm Mitigation Bank to satisfy the mitigation requirements of this certification.

#### **General Conditions**

- 13. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and downstream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by the NCDWR. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact the NCDWR for guidance on how to proceed and to determine whether or not a permit modification will be required.
- 14. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills.
- During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S., or protected riparian buffers.
- 16. The dimension, pattern and profile of the stream above and below the crossing shall not be modified. Disturbed floodplains and streams shall be restored to natural geomorphic conditions.
- 17. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage.
- The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval.
- 19. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of the NCDOT Construction and Maintenance Activities manual such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water.
- 20. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream.
- 21. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials.
- 22. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification.
- Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited.
- 24. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water

- Act) and any other appropriate requirements of State and Federal law. If the NCDWR determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, the NCDWR may reevaluate and modify this certification.
- 25. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification..
- 26. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager.
- 27. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification.
- 28. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.
- 29. The Permittee shall report any violations of this certification to the Division of Water Resources within 24
   \* hours of discovery.
- 30. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer shall complete and return the enclosed "Certification of Completion Form" to notify the NCDWR when all work included in the 401 Certification has been completed.
- 31. Native riparian vegetation must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction.
- 32. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be located in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities.
- 33. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to protect surface waters standards:
  - a. The erosion and sediment control measures for the project must be designed, installed, operated, and maintained in accordance with the most recent version of the North Carolina Sediment and Erosion Control Planning and Design Manual.
  - b. The design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal, or exceed, the requirements specified in the most recent version of the North Carolina Sediment and Erosion Control Manual. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
  - c. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the North Carolina Surface Mining Manual.
  - d. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.
- 34. Where placement of sediment and erosion control devices in wetlands and/or waters is unavoidable, they shall be removed and the natural grade restored upon completion of the project.

conditions of the Federal 404 and/or Coastal Area Management Act Permit. This Certification shall expire upon the expiration of the 404 or CAMA permit.

If you wish to contest any statement in the attached Certification you must file a petition for an administrative hearing. You may obtain the petition form from the office of Administrative hearings. You must file the petition with the office of Administrative Hearings within sixty (60) days of receipt of this notice. A petition is considered filed when it is received in the office of Administrative Hearings during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official state holidays. The original and one (1) copy of the petition must be filed with the Office of Administrative Hearings.

The petition may be faxed-provided the original and one copy of the document is received by the Office of Administrative Hearings within five (5) business days following the faxed transmission. The mailing address for the Office of Administrative Hearings is:

Office of Administrative Hearings 6714 Mail Service Center Raleigh, NC 27699-6714 Telephone: (919)-431-3000, Facsimile: (919)-431-3100

A copy of the petition must also be served on DENR as follows:

Mr. Lacy Presnell, General Counsel
Department of Environment and Natural Resources
1601 Mail Service Center

This the 21st day of July 2014

**DIVISION OF WATER RESOURCES** 

Thomas A. Reeder, Director Division of Water Resources

WQC No. 3999



Commander United States Coast Guard Fifth Coast Guard District 431 Crawford Street
Portsmouth, Va. 23704-5004
Staff Symbol: dpb
Phone: (757) 398-6222
Fax: (757) 398-6334
Email:
Waverly.W.Gregoryjr@uscq.mil

16591 4 APR 2014

Mr. Richard W. Hancock, P.E., Manager NC Department of Transportation Project Development and Environmental Analysis Unit 1548 Mail Service Center Raleigh, NC 27699-1548

Dear Mr. Hancock:

This responds to your request regarding reaffirmation of the Coast Guard Authorization Act determination granted by our letter of April 9, 2009 involving the proposed replacement of the B-4710, Bridge No. 3 over Browns Creek on US 701 in Baden County, NC.

In the aforesaid letter, this office had initially determined that the waterway at this proposed bridge site crosses no-tidal waters. Upon further review, we have found that this bridge site is in fact over a navigable waterway subject to tidal influence. Based on this information, the project will now be placed in our Advance Approval category as per Title 33 Code of Federal Regulations Part 115.70. Advance approval waterways are those that are navigable by law, but not actually navigated by other than canoes and small boats or listed as an Advance Approval waterway. The Commandant of the Coast Guard has given his advance approval to the construction or repairs of bridges across such waterways.

This Advance Approval determination is for the location and proposed replacement of the above mentioned bridge, will not require a Coast Guard Bridge Permit and is exempt for an additional three years from the date of this letter. If the replacement does not commence within this time period, you must contact this office for reaffirmation of this authorization.

In addition, the requirement to display navigational lighting at the bridge is hereby waived, as per Title 33 Code of Federal Regulations, Part 118.40 (b). This waiver may be rescinded at anytime in the future should nighttime navigation through the proposed bridge be increased to a level determined by the District Commander to warrant lighting.

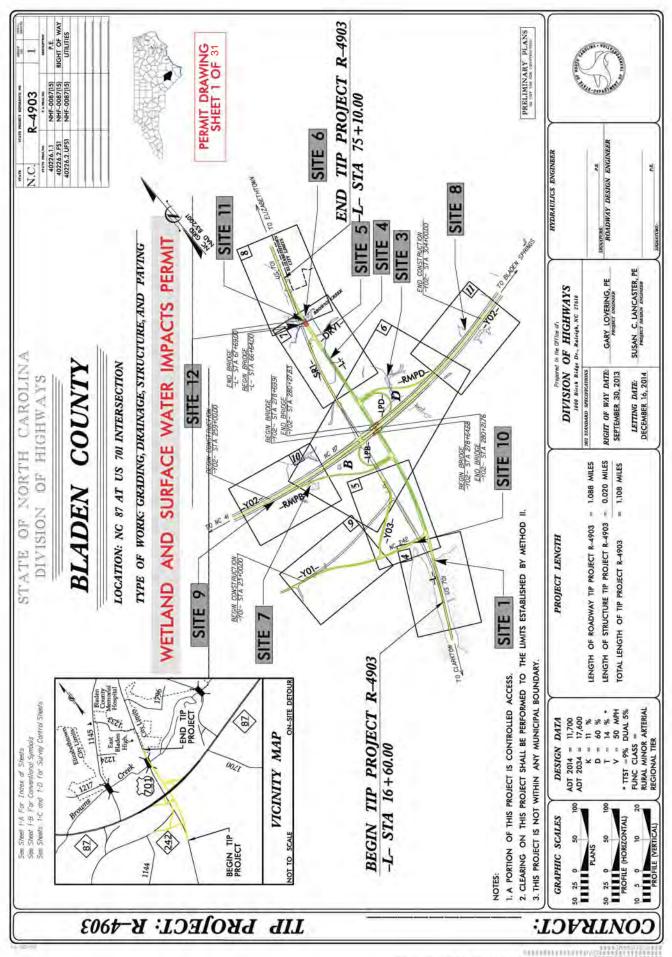
Please contact me if you should have any further questions.

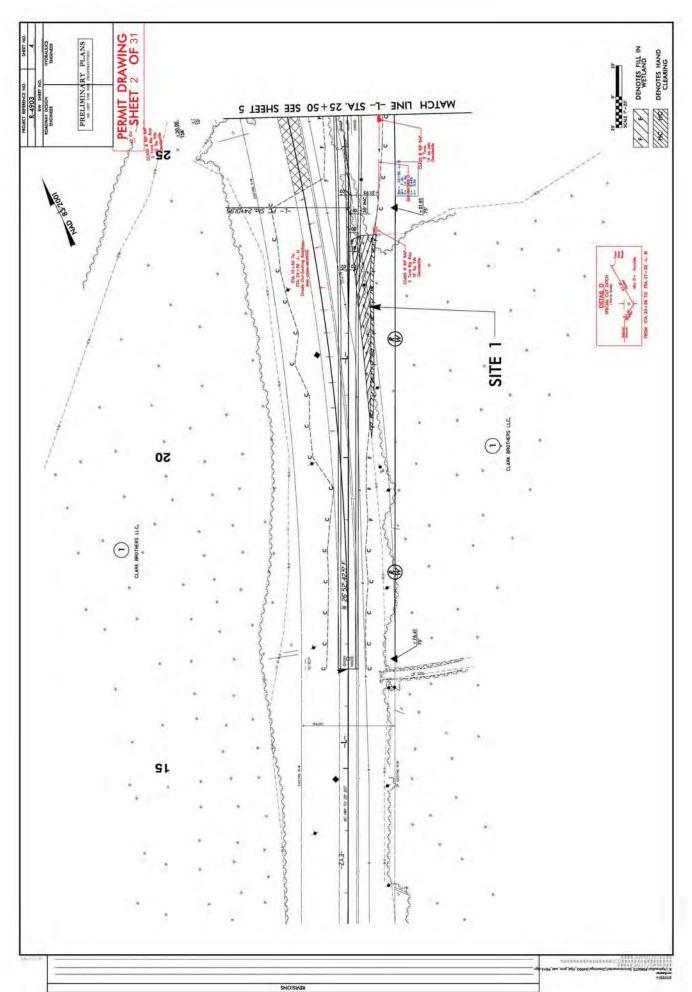
Bridge Program Manager

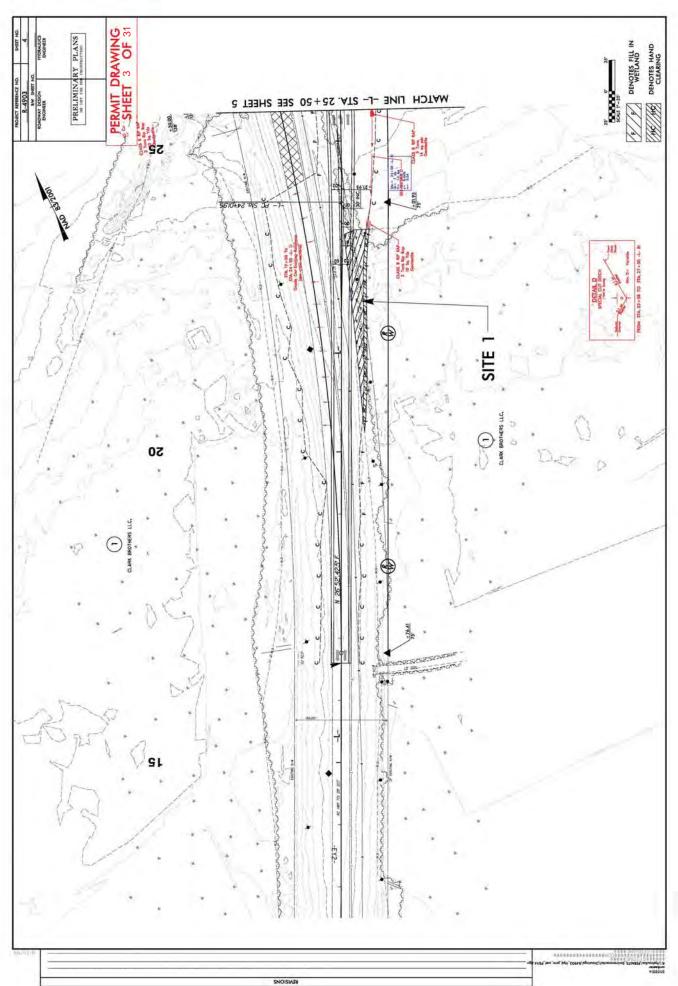
By direction of the Commander

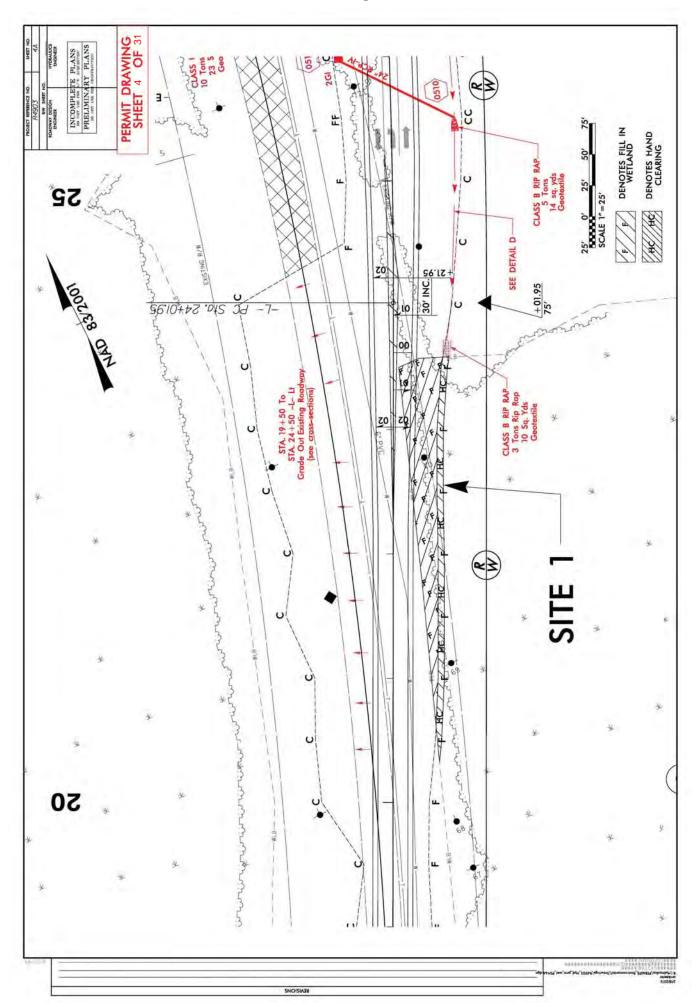
Fifth Coast Guard District

Copy: Coast Guard Sector North Carolina, Waterways Management

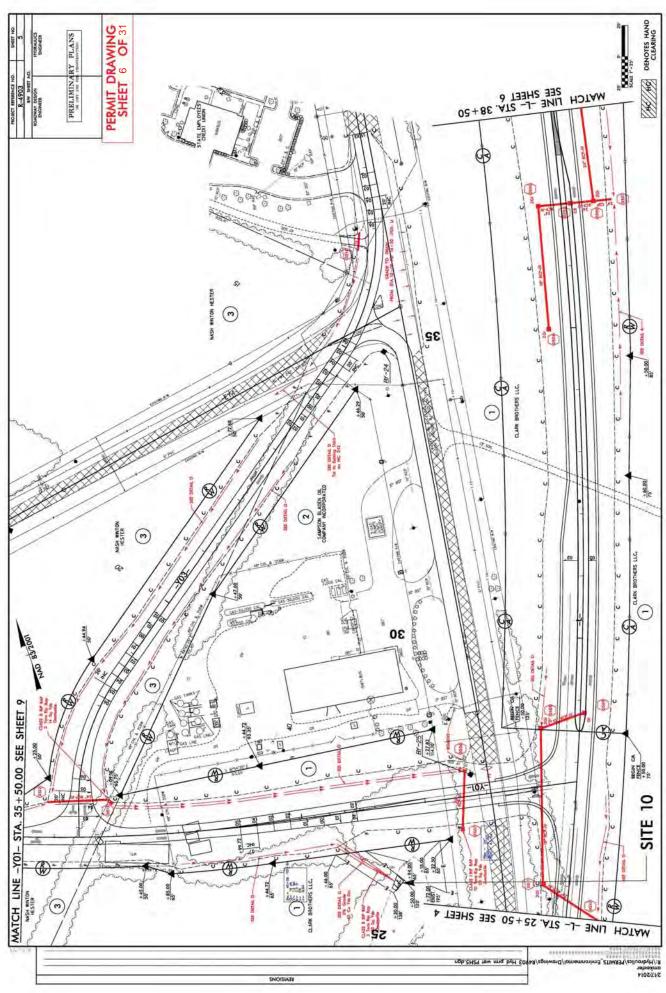


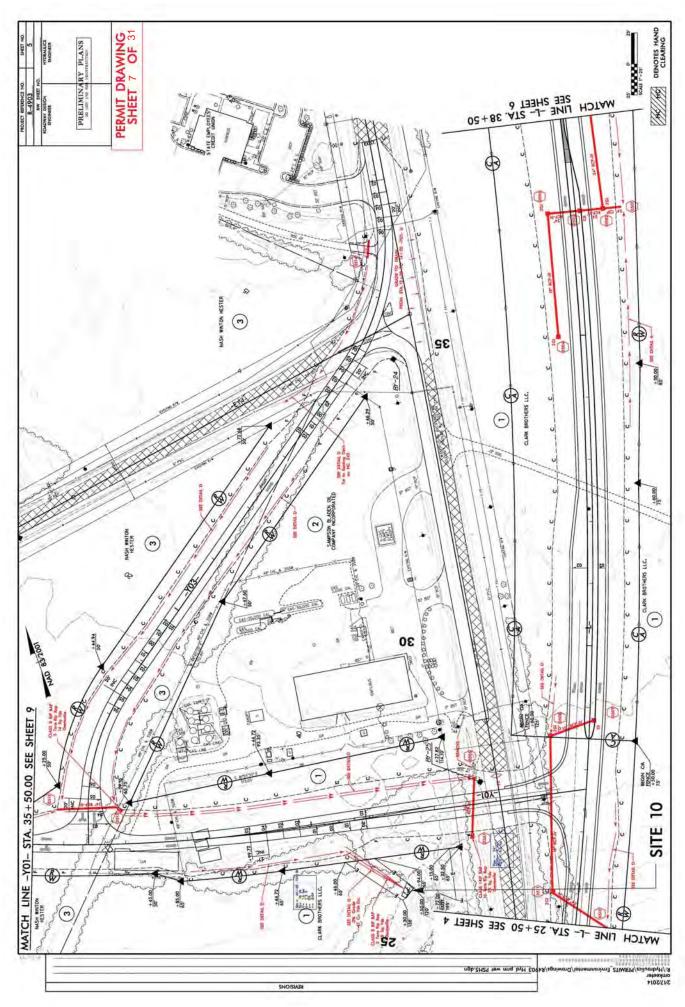


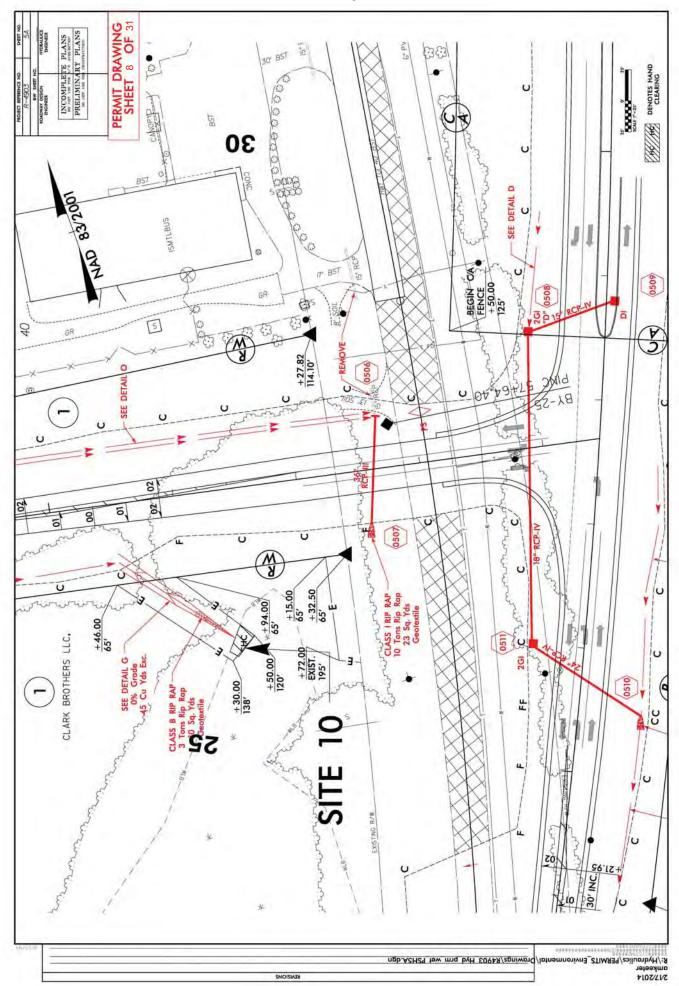




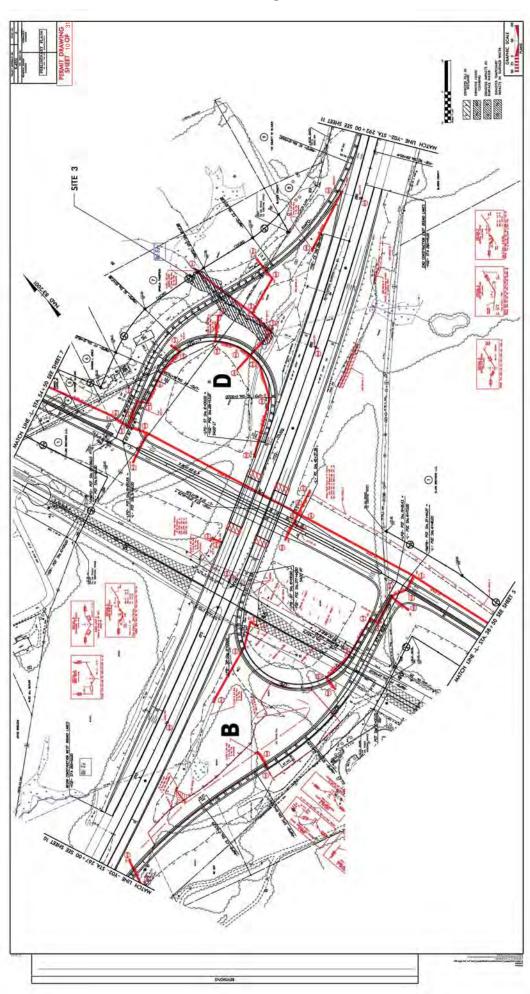
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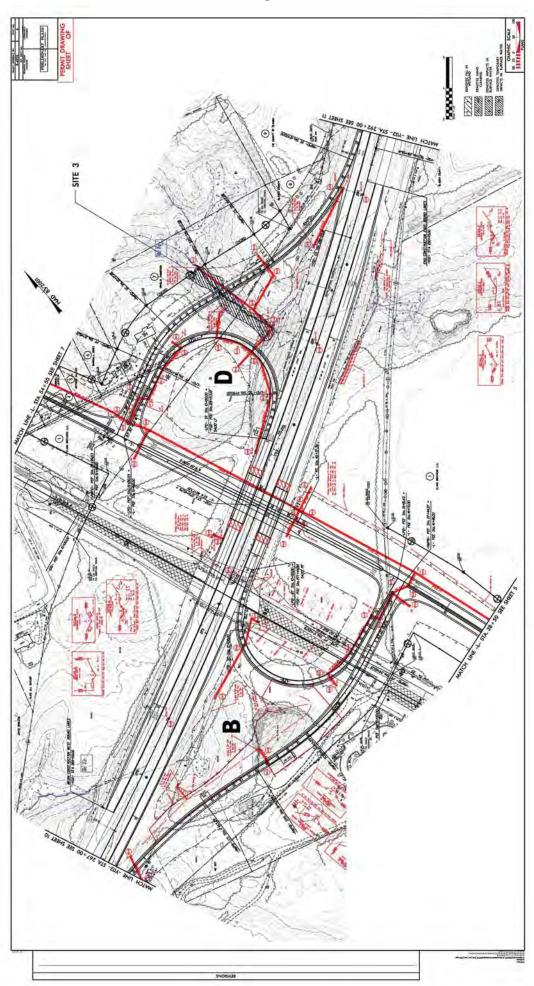


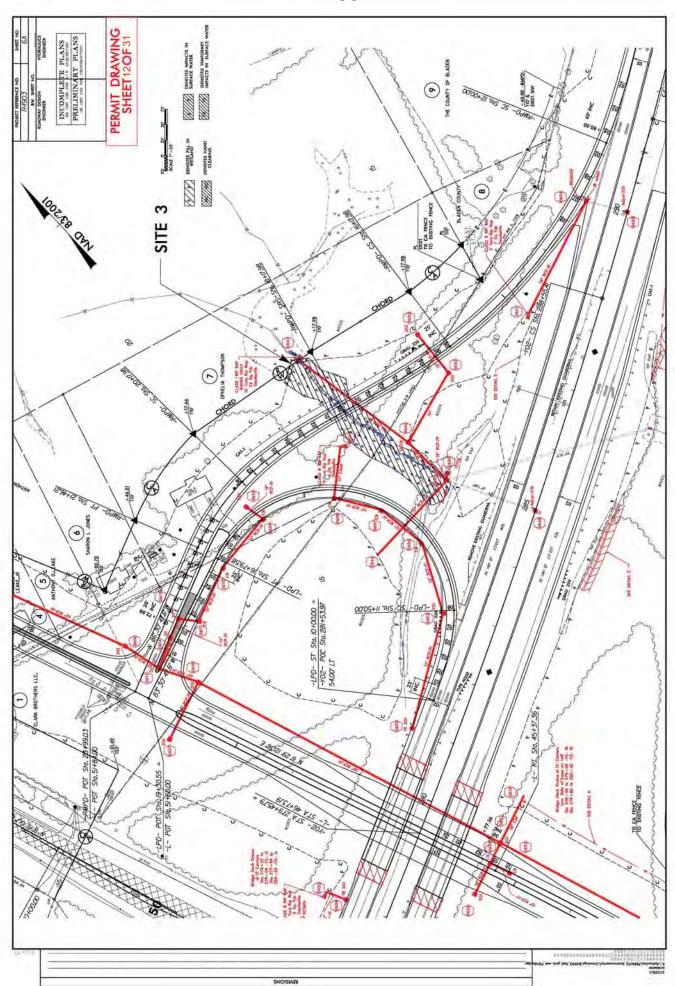




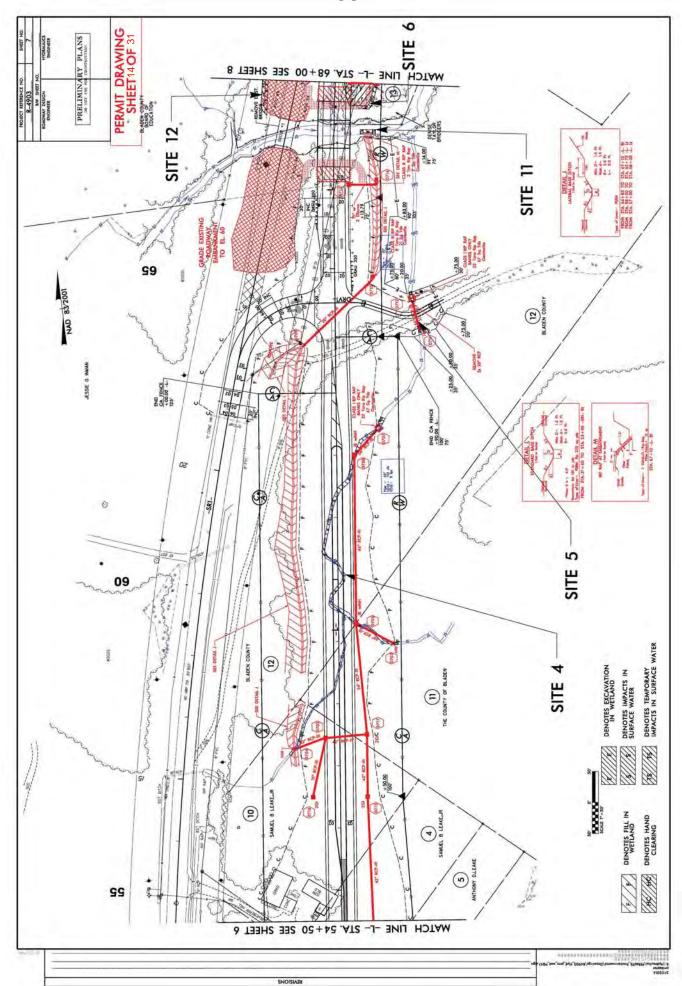
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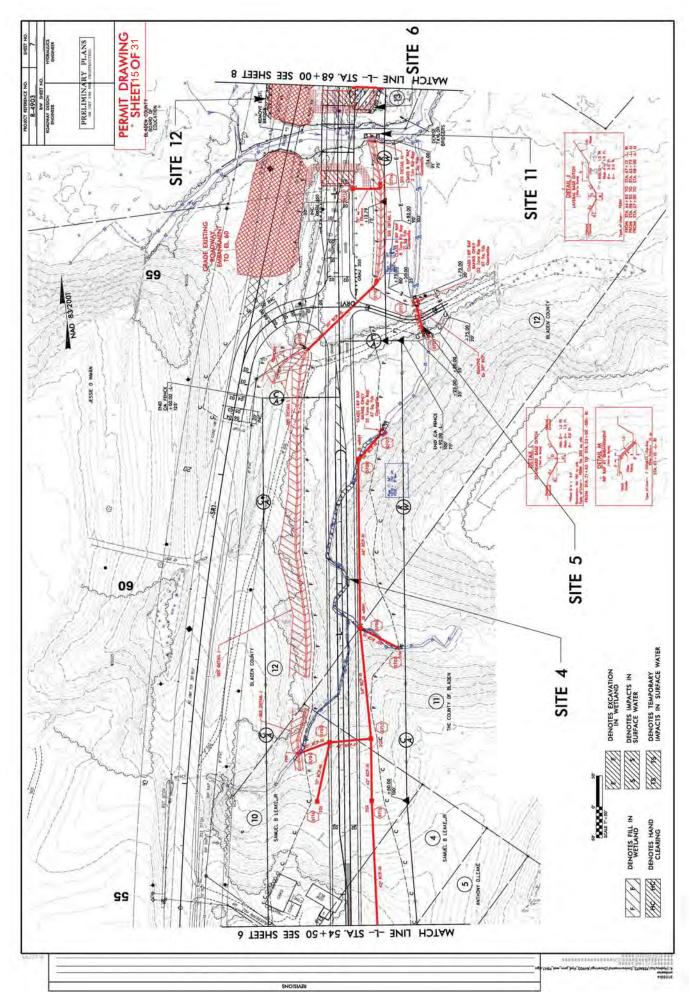


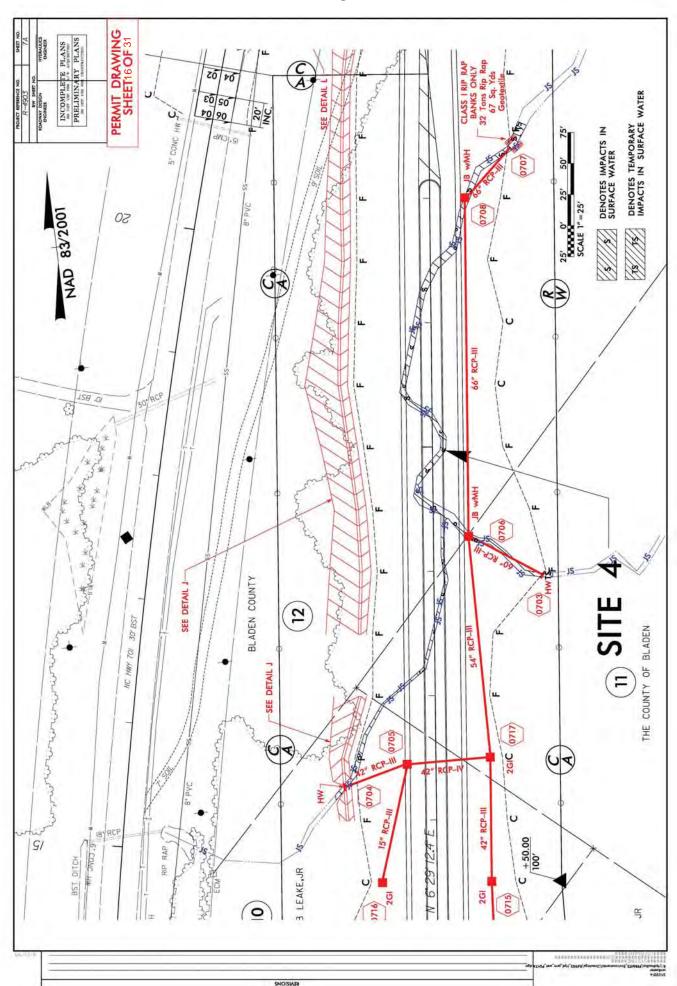


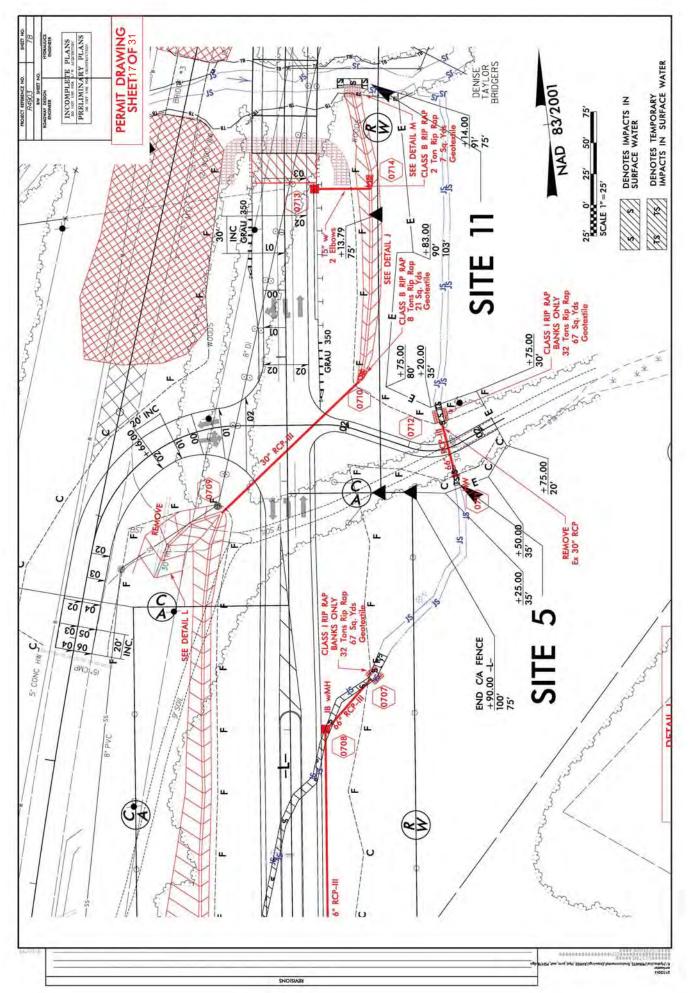


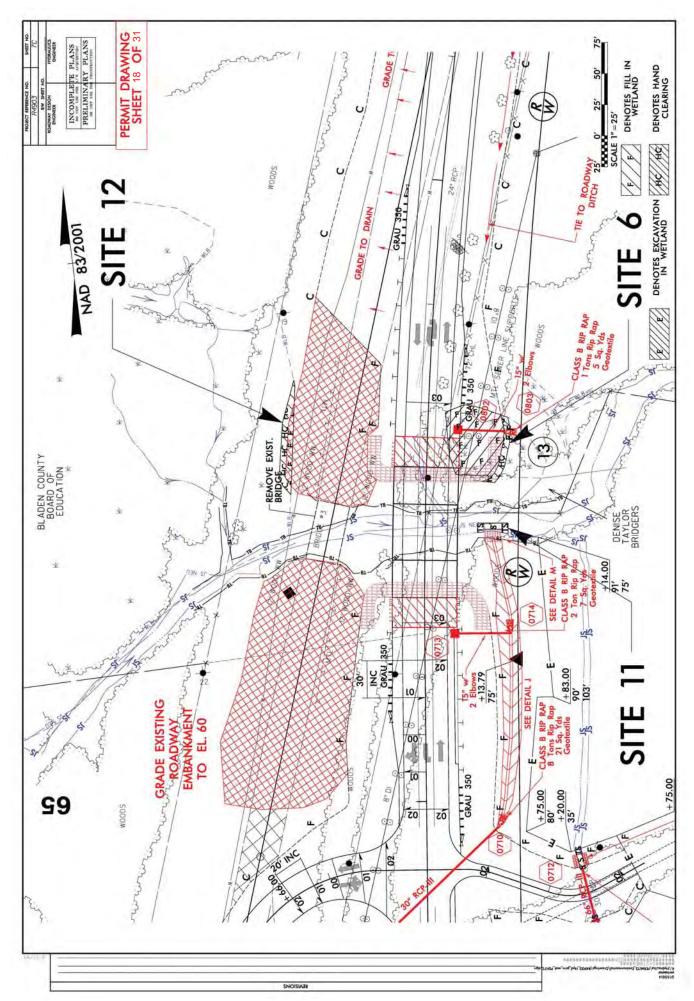
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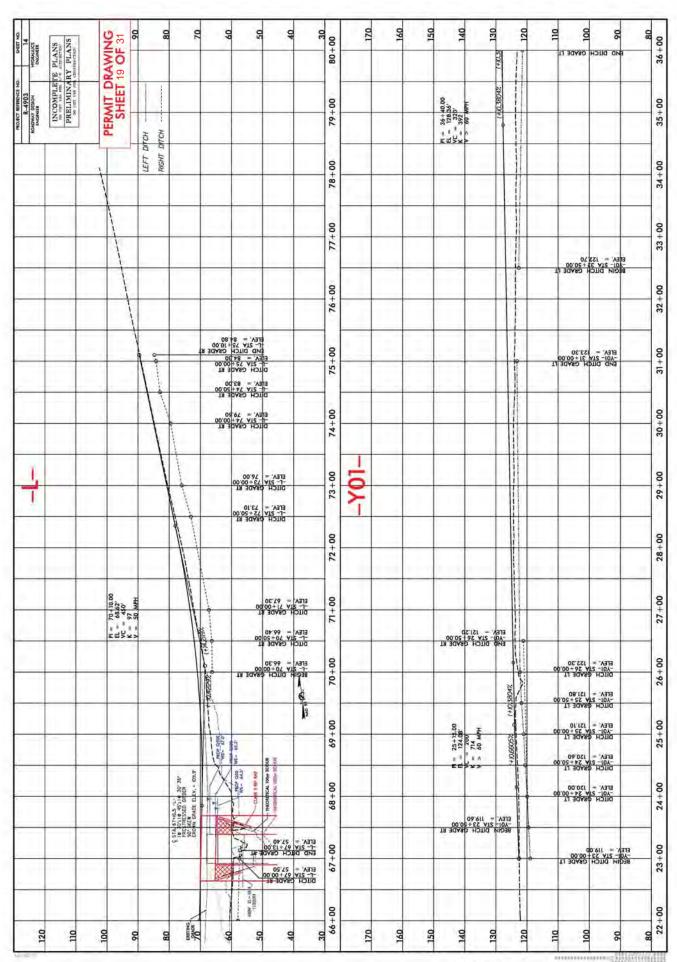


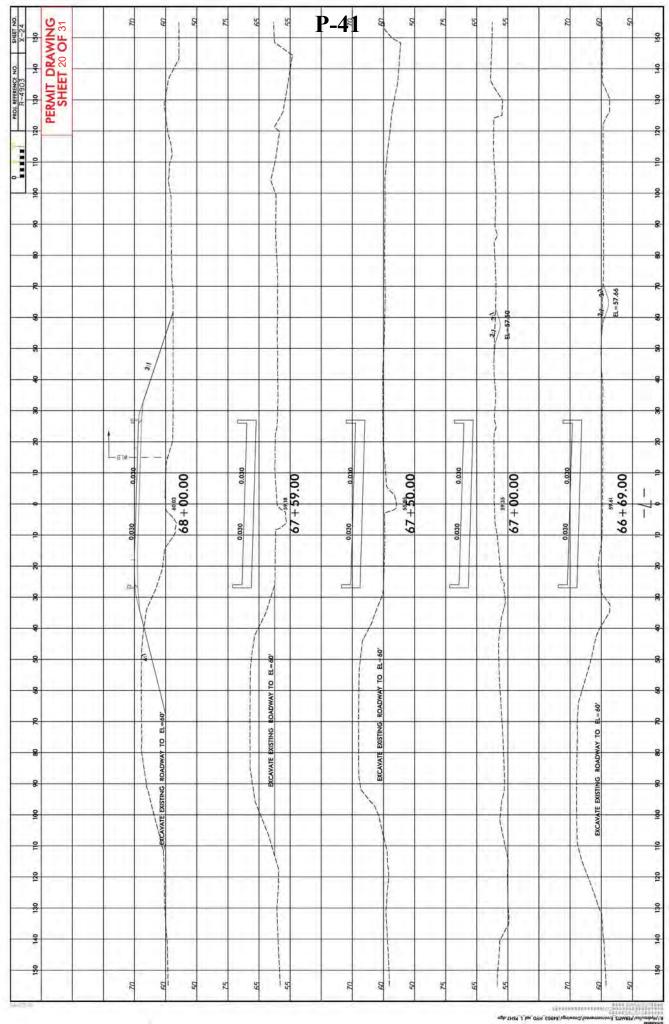


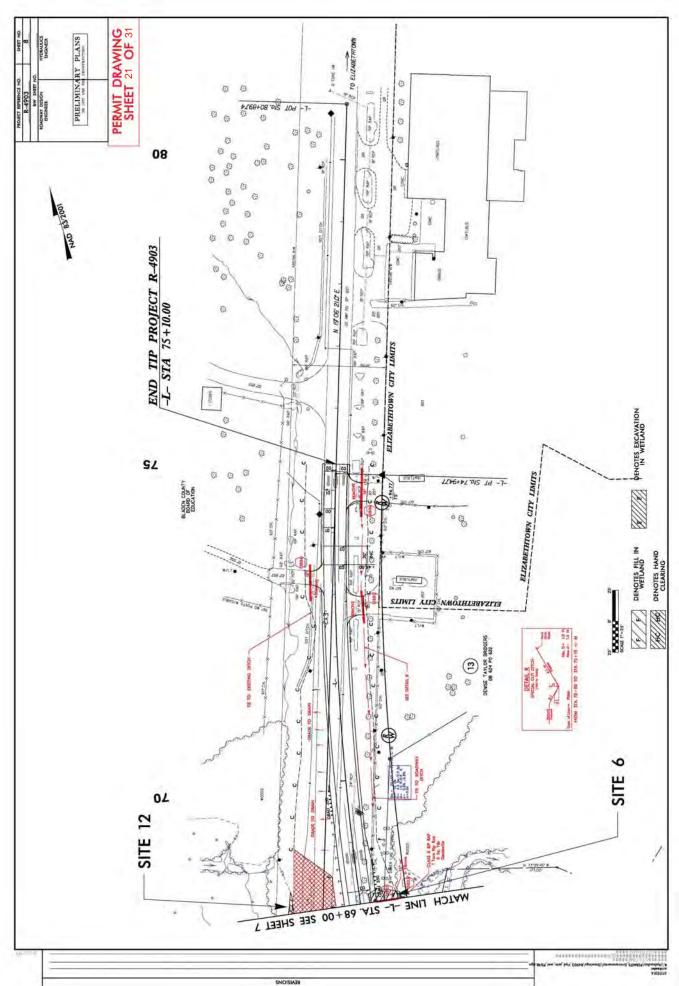


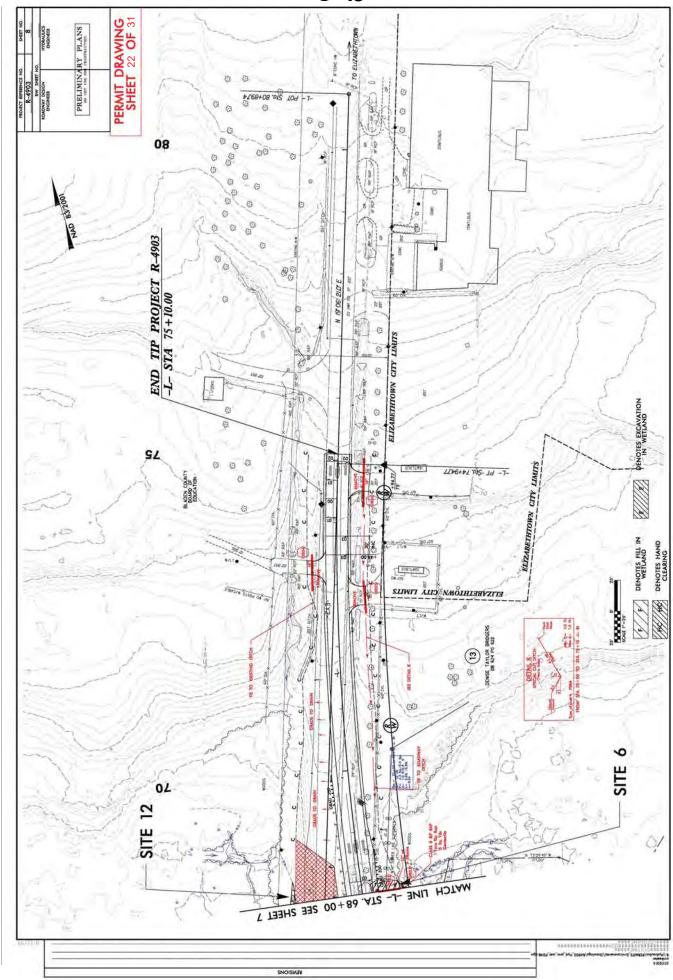


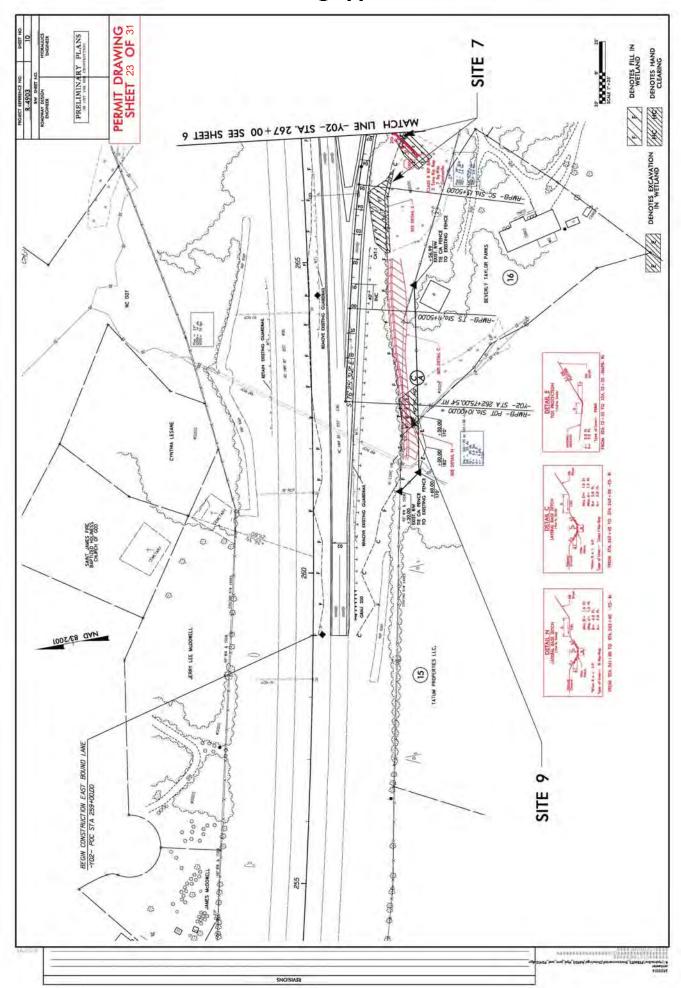


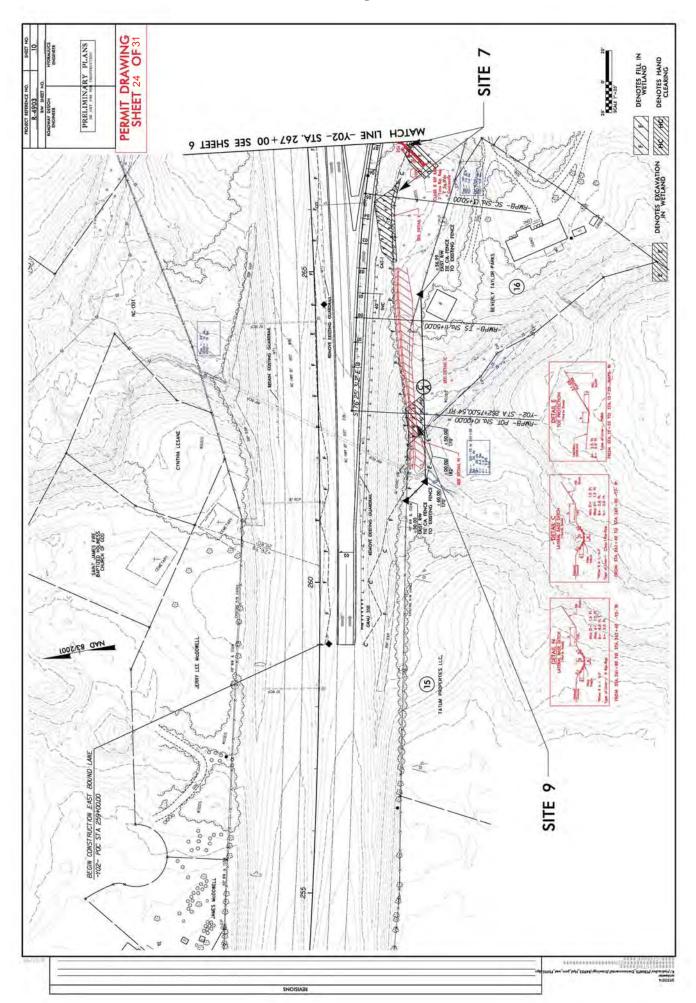


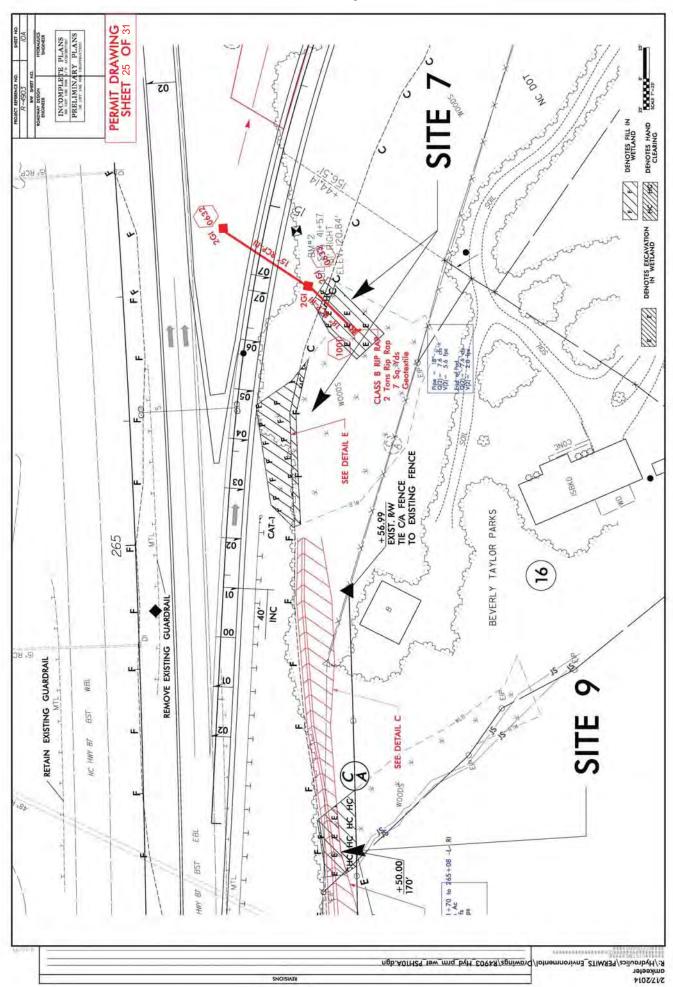




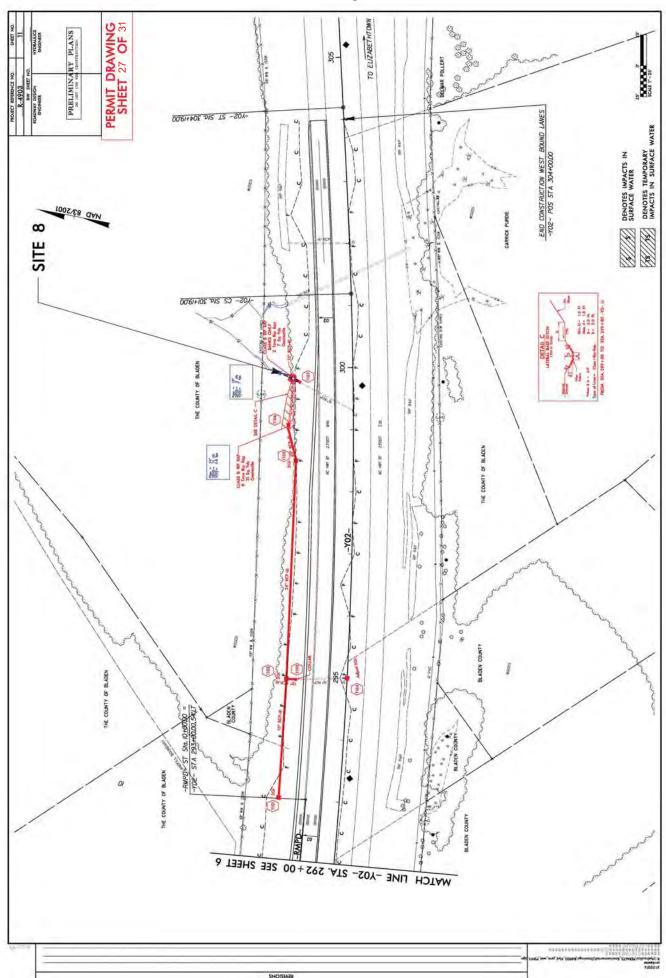


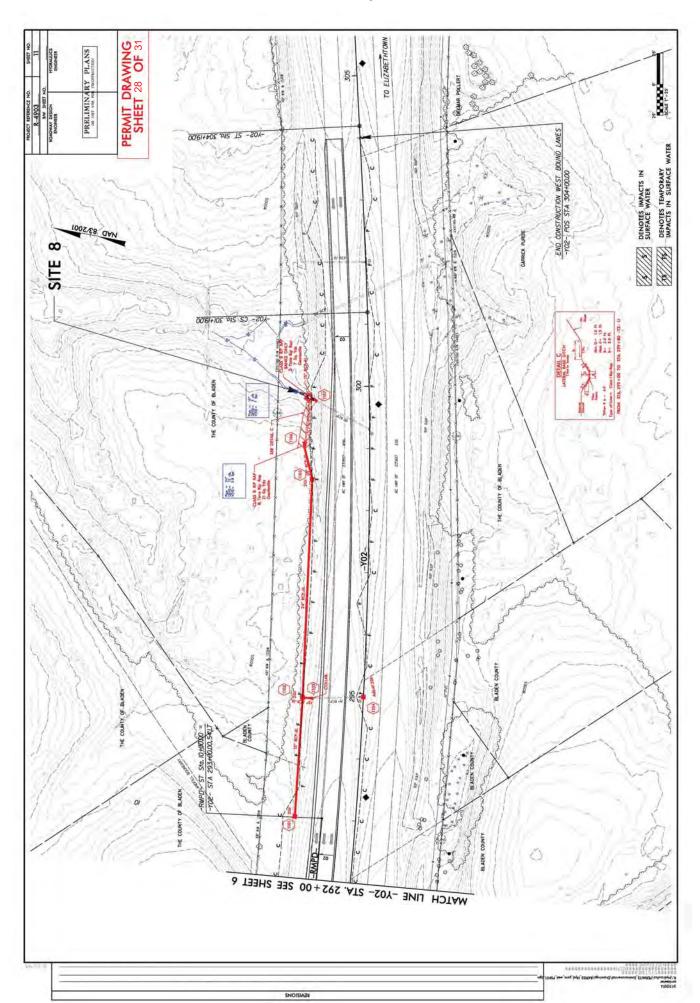


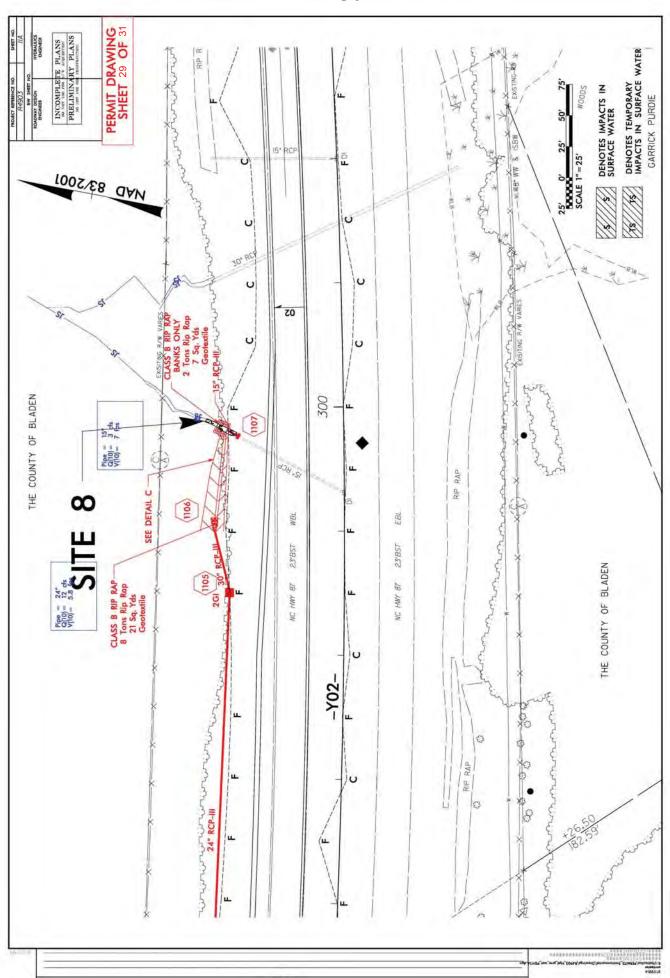




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PERMIT DRAWING SHEET 26 OF 31	- B.M.				10			3.7	437 EL=101.10			18	ER = 99.80		
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													,							
		Natural		(#)																
	PACTS	Existing Channel	Impacts Temp.	(ft)					10	10	10	8	5				10			53
	SURFACE WATER IMPACTS	Existing Channel	t	(ft)				279	12	602	12	10	10			7	10			1049
ARY	SURFACE	Temp.	SW impacts	(ac)					<0.01	<0.01	<0.01	<0.01	<0.01				<0.01			<0.01
ACT SUMM		Permanent	SW impacts	(ac)				0.02	<0.01	90'0	<0.01	<0.01	<0.01			<0.01	<0.01			0.08
MIT IMP		Hand Clearing	in Wetlands	(ac)	0.04		<0.01							0.01	0.02			0.02	0.01	0.10
WETLAND PERMIT IMPACT SUMMARY	STS	Excavation Mechanized	Clearing in Wetlands	(ac)																
WE	WETLAND IMPACTS	Excavation	in Wetlands	(ac)											0.03			0.02		0.05
	WET	Temp.	Fill In Wetlands	(ac)																
		Permanent	Fill In Wetlands	(ac)	0.11		0.32							0.05	0.05			<0.01		0.54
			Structure Size / Type		FILL		FILL	36" RCP	BANK STABLIZATION	RCP	BANK STABLIZATION	66" RCP	BANK STABLIZATION	FILL	FILL	15" RCP	BANK STABLIZATION	FILL	FILL	
			Station (From/To)		20+61 to 23+57-L-RT		18+00-RMPD	20+61 to 23+57-L-RT	20+61 to 23+57-L-RT	57+20 to 62+51-L-		11+40-DRV1		67+63 to 68+83 -L-RT	12+41 to 13+24-RMPB	299+77 to 299+91-Y02-LT		10+00-RMPB-RT	41+35 TO 41+50-Y01-RT	
			Site No.		-		3			4		5		9	7	8		6	10	

SITE 2 HAS BEEN REMOVED FROM PLANS

0.03 acres of Temporary Fill in Wetlands in the Hand Clearing areas for erosion control measures.

NC DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

BLADEN COUNTY WBS - 40226.1.1 (R-4903)

SHEET 30 of 31

ATN Revised 3/31/05

		_		THM	WEILA WETI AND IMPACTS	WEILAND PERIMIT IMPACT SUMMART	KIMIT IMP	MINION ION	SIIREACE	SIIRFACE WATER IMPACTS	PACTS	
Site No.	Station (From/To)	Structure Size / Type	Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Excavation Mechanized in Clearing Wetlands in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)		Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
11	67+16 to 67+23-L-RT	BANK STABLIZATION						<0.01	<0.01	2	15	
12	67+46 TO 68+35-L-LT	FILL			0.01		0.01					
					0.01		0.01	00.00	<0.01	2	15	
GRAND	GRAND TOTAL		0.54		90.0		0.11	0.08	<0.01	1054	89	
									NC DI	NC DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS	ARTMENT OF TRANSPOR DIVISION OF HIGHWAYS	RTATION
										BLADEN CC WBS - 40226.1.1	BLADEN COUNTY - 40226.1.1 (R-4903)	3)
ATN Revised 3/31/05	1/05								SHEET 31	31 of 31		2/17/2014

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
		F	ROADWAY ITEMS			
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0001000000-E	200	CLEARING & GRUBBING ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	2 ACR		
0005	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ************************************	Lump Sum	L.S.	
0006	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ************************************	Lump Sum	L.S.	
0007	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ************************************	Lump Sum	L.S.	
0008	0134000000-E	240	DRAINAGE DITCH EXCAVATION	2,500 CY		
0009	0141000000-E	240	BERM DITCH CONSTRUCTION	1,200 LF		
0010	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	27,800 SY		
0011	0192000000-N	260	PROOF ROLLING	14 HR		
0012	0195000000-E	265	SELECT GRANULAR MATERIAL	5,300 CY		
0013	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	5,900 SY		
0014	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	950 TON		
0015	0320000000-Е	300	FOUNDATION CONDITIONING GEOTEXTILE	2,970 SY		
0016	0335200000-Е	305	15" DRAINAGE PIPE	292 LF		
0017	0335300000-E	305	18" DRAINAGE PIPE	680 LF		
0018	0335850000-E	305	**" DRAINAGE PIPE ELBOWS (15")	4 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amoun
0019	0343000000-Е	310	15" SIDE DRAIN PIPE	160 LF		
0020	0344000000-Е	310	18" SIDE DRAIN PIPE	196 LF		
0021	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	592 LF		
0022	0372000000-Е		18" RC PIPE CULVERTS, CLASS	248 LF		
 0023	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	348 LF		
0024	0384000000-E	310	30" RC PIPE CULVERTS, CLASS	204 LF		
 0025	0390000000-E	310	36" RC PIPE CULVERTS, CLASS	88 LF		
0026	0396000000-E	310	42" RC PIPE CULVERTS, CLASS	576 LF		
0027	0408000000-E	310	54" RC PIPE CULVERTS, CLASS	176 LF		
0028	0414000000-E	310	60" RC PIPE CULVERTS, CLASS	68 LF		
0029	0420000000-E		66" RC PIPE CULVERTS, CLASS	376 LF		
0030	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1,548 LF		
0031	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	960 LF		
0032	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	796 LF		
0033	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	416 LF		
0034	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	848 LF		
0035	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	196 LF		
0036	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	24 LF		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0037	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	76 LF		
0038	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	28 LF		
0039	0995000000-E	340	PIPE REMOVAL	393 LF		
0040	1000000000-E	462	6" SLOPE PROTECTION	290 SY		
0041	1011000000-N	500	FINE GRADING	Lump Sum		
0042	1099500000-E	505	SHALLOW UNDERCUT	300 CY		
0043	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	600 TON		
0044	1220000000-E	545	INCIDENTAL STONE BASE	500 TON		
0045	133000000-Е	607	INCIDENTAL MILLING	600 SY		
0046	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	4,400 TON		
0047	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE 119.0C	7,300 TON		
0048	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,600 TON		
0049	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	9,500 TON		
0050	1525000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE SF9.5A	1,500 TON		
0051	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	300 TON		
0052	2022000000-E	815	SUBDRAIN EXCAVATION	1,599.4 CY		
0053	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	4,760 SY		
0054	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	799.7 CY		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0055	2044000000-Е	815	6" PERFORATED SUBDRAIN PIPE	4,760 LF		
0056	2070000000-N	815	SUBDRAIN PIPE OUTLET	10 EA		
0057	2077000000-E	815	6" OUTLET PIPE	60 LF		
0058	219000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	1 EA		
0059	2209000000-E	838	ENDWALLS	7.9 CY		
0060	2220000000-E	838	REINFORCED ENDWALLS	11.9 CY		
0061	2253000000-E	840	PIPE COLLARS	0.798 CY		
0062	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	58 EA		
0063	2297000000-E	840	MASONRY DRAINAGE STRUCTURES	9.171 CY		
0064	2308000000-Е	840	MASONRY DRAINAGE STRUCTURES	62.9 LF		
0065	2354200000-N	840	FRAME WITH GRATE, STD 840.24	2 EA		
0066	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	7 EA		
0067	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	1 EA		
0068	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	 11 EA		
0069	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	16 EA		
0070	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	5 EA		
0071	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	13 EA		
0072	2396000000-N	840	FRAME WITH COVER, STD 840.54	5 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0070	2440000000 N	050	CONCRETE TRANSITIONAL CECTION			
0073	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	3 EA		
0074	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	7 EA		
0075	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	5,560 LF		
0076	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,240 LF		
0077	2556000000-E	846	SHOULDER BERM GUTTER	280 LF		
0078	2570000000-N	SP	MODIFIED CONCRETE FLUME	2 EA		
0079	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	350 LF		
0080	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	800 SY		
0081	2815000000-N	858	ADJUSTMENT OF DROP INLETS	5 EA		
0082	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA		
0083	3030000000-E	862	STEEL BM GUARDRAIL	2,450 LF		
0084	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	25 EA		
0085	3180000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE ************************************	5 EA		
0086	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	3 EA		
0087	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	9 EA		
0088	3285000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE M-350	2 EA		
0089	3317000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE B-77	8 EA		
0090	3360000000-E	863	REMOVE EXISTING GUARDRAIL	1,500 LF		

### ITEMIZED PROPOSAL FOR CONTRACT NO. C203503

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0091	3380000000-Е	862	TEMPORARY STEEL BM GUARDRAIL	225 LF		
0092	3382000000-Е	862	TEMPORARY STEEL BM GUARDRAIL (SHOP CURVED)	275 LF		
0093	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ************************************	2 EA		
0094	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ************************************	1 EA		
0095	3389100000-N	SP	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE 350	1 EA		
0096	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	6,700 LF		
0097	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	440 EA		
0098	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	90 EA		
0099	3628000000-E	876	RIP RAP, CLASS I	680 TON		
0100	3649000000-E	876	RIP RAP, CLASS B	180 TON		
0101	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	4,210 SY		
0102	4048000000-E	902	REINFORCED CONCRETE SIGN FOUN- DATIONS	20 CY		
0103	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDA- TIONS	1 CY		
0104	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	11,573 LB		
0105	4066000000-E	903	SUPPORTS, SIMPLE STEEL BEAM	3,563 LB		
0106	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	1,609 LF		
0107	4096000000-N	904	SIGN ERECTION, TYPE D	14 EA		
0108	4102000000-N	904	SIGN ERECTION, TYPE E	69 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0109	4108000000-N	904	SIGN ERECTION, TYPE F	17		
0110	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	9 EA		
 0111	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	2 EA		
 0112	4149000000-N	907	DISPOSAL OF SIGN SYSTEM, OVER- HEAD	2 EA		
0113	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	83 EA		
0114	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	2 EA		
0115	4370000000-N	SP	GENERIC SIGNING ITEM DISPOSAL OF FLASHER SYSTEM	Lump Sum	L.S.	
0116	440000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,079 SF		
0117	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	384 SF		
0118	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	148 SF		
0119	4415000000-N	1115	FLASHING ARROW BOARD	2 EA		
0120	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	5 EA		
0121	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60 DAY		
0122	443000000-N	1130	DRUMS	 425 EA		
0123	4435000000-N	1135	CONES	25 EA		
0124	4445000000-E	1145	BARRICADES (TYPE III)	208 LF		
0125	4455000000-N	1150	FLAGGER	100 DAY		
0126	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	2 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0127	4470000000-N	1160	RESET TEMPORARY CRASH CUSHION	2 EA		
0128	448000000-N	1165	TMA	2 EA		
0129	4485000000-E	1170	PORTABLE CONCRETE BARRIER	850 LF		
0130	4500000000-E	1170	RESET PORTABLE CONCRETE BAR- RIER	470 LF		
0131	4510000000-N	SP	LAW ENFORCEMENT	200 HR		
0132	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	200 EA		
0133	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	42,191 LF		
0134	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	20,553 LF		
0135	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,800 LF		
0136	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	350 LF		
0137	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	348 LF		
0138	4721000000-Е	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	6 EA		
0139	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	59 EA		
0140	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (III)	930 LF		
 0141	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)	1,640 LF		
0142	4780000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (8") (III)	85 LF		

County	:	Bladen

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0143	4805000000-N	1205	COLD APPLIED PLASTIC PAVEMENT MARKING SYMBOL, TYPE ** (III)	1 EA		
0144	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	219,918 LF		
0145	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	1,442 LF		
0146	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	1,156 LF		
0147	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	172 EA		
0148	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	9,927 LF		
0149	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	283 LF		
0150	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	20 EA		
0151	490000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	563 EA		
0152	4935000000-N	1267	FLEXIBLE DELINEATORS (CRYSTAL)	40 EA		
0153	494000000-N		FLEXIBLE DELINEATORS (YELLOW)	22 EA		
0154	4945000000-N		FLEXIBLE DELINEATORS (CRYSTAL & RED)	20 EA		
0155	4950000000-N	1267	FLEXIBLE DELINEATORS (YELLOW & RED)	20 EA		
0156	5319000000-E	1505	CLASS B CONCRETE FOR ENCASING UTILITY LINES	15.5 CY		
0157	5325600000-E	1510	6" WATER LINE	949 LF		
0158	5326200000-E			1,692 LF		
0159		1515		2 EA		
0160	5558000000-E	1515	12" VALVE	4 EA		
0160	5558000000-E	1515		4		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0161	5606000000-E	1515	2" BLOW OFF	1		
				EA		
0162	5643100000-E	1515	3/4" WATER METER	1 EA		
0163	5691100000-E	1520	4" SANITARY GRAVITY SEWER	120 LF		
0164	5691300000-E	1520	8" SANITARY GRAVITY SEWER	2,054 LF		
0165	5768000000-N	 1520	SANITARY SEWER CLEAN-OUT	 1		
0.00	37000000001	1020		EA		
0166	5775000000-E	1525	4' DIA UTILITY MANHOLE	6		
				EA		
0167	5776000000-E	1525	5' DIA UTILITY MANHOLE	1		
				EA 		
0168	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	48.1 LF		
0460	5782000000 F	4505	LITH ITY MANUAL F VALL 5' DIA			
0169	5782000000-E	1525	UTILITY MANHOLE WALL, 5' DIA	12.4 LF		
0170	5801000000-E	1530	ABANDON 8" UTILITY PIPE	3,194		
				LF		
0171	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,549		
				LF		
0172	5815500000-N	1530	REMOVE FIRE HYDRANT	1		
				EA		
0173	5828000000-N	1530	REMOVE UTILITY MANHOLE	7		
				EA 		
0174	5835700000-Е	1540	16" ENCASEMENT PIPE	220 LF		
0175	5871700000-E	1550	TRENCHLESS INSTALLATION OF 12" IN SOIL	244 LF		
				LF		
0176	5871900000-E	1550	TRENCHLESS INSTALLATION OF 16"	220		
			IN SOIL	LF		
0177	5882000000-N	 SP	GENERIC UTILITY ITEM	7		
0177	388200000-1 <b>v</b>	OI.	STEEL H-PILE PIER	EA		
0178	6000000000-E	1605	TEMPORARY SILT FENCE	34,500		
				LF 		
0179	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	1,700 TON		
				TON		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0180	6009000000-Е	1610	STONE FOR EROSION CONTROL, CLASS B	5,020 TON		
0181	6012000000-E	1610	SEDIMENT CONTROL STONE	3,600 TON		
0182	6015000000-E	1615	TEMPORARY MULCHING	96 ACR		
0183	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	4,600 LB		
0184	6021000000-Е	1620	FERTILIZER FOR TEMPORARY SEED- ING	24.5 TON		
0185	6024000000-E	1622	TEMPORARY SLOPE DRAINS	4,000 LF		
0186	6029000000-E	SP	SAFETY FENCE	3,400 LF		
0187	6030000000-Е	1630	SILT EXCAVATION	9,760 CY		
0188	6036000000-Е	1631	MATTING FOR EROSION CONTROL	64,000 SY		
0189	6037000000-E	SP	COIR FIBER MAT	1,000 SY		
0190	6038000000-Е	SP	PERMANENT SOIL REINFORCEMENT MAT	1,900 SY		
0191	6042000000-E	1632	1/4" HARDWARE CLOTH	3,700 LF		
0192	6043000000-Е	SP	LOW PERMEABILITY GEOTEXTILE	315 SY		
0193	6071012000-E	SP	COIR FIBER WATTLE	4,300 LF		
0194	6071020000-E	SP	POLYACRYLAMIDE (PAM)	2,400 LB		
0195	6071030000-Е	1640	COIR FIBER BAFFLE	3,820 LF		
0196	6071050000-Е	SP	**" SKIMMER (1-1/2")	12 EA		
0197	6071050000-E	SP	**" SKIMMER (2")	1 EA		
0198	6084000000-E	1660	SEEDING & MULCHING	78 ACR		

	Item Number	Sec	Description	Quantity	Unit Cost	Amount
_#		#				
0199	6087000000-Е	1660	MOWING	30 ACR		
0200	6090000000-E	1661	SEED FOR REPAIR SEEDING			
0201	6093000000-Е	1661	FERTILIZER FOR REPAIR SEEDING	3 TON		
0202	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	1,875 LB		
0203	6108000000-E	1665	FERTILIZER TOPDRESSING	56.25		
0204	6114500000-N	1667	SPECIALIZED HAND MOWING	TON 30		
0205	6117000000-N	 SP	RESPONSE FOR EROSION CONTROL	MHR  120		
0206	6123000000-E	1670	REFORESTATION	EA 3 ACR		
0207	7060000000-E	 1705	SIGNAL CABLE	1,610		
0208	7120000000-E	 1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	LF 12 EA		
0209	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	4 EA		
0210	7252000000-E	1710	MESSENGER CABLE (1/4")	145 LF		
 0211	7264000000-E	1710	MESSENGER CABLE (3/8")			
0212	7300100000-E	1715	UNPAVED TRENCHING FOR TEMP- ORARY LEAD-IN	1,685 LF		
0213	7360000000-N	1720	WOOD POLE	4 EA		
0214	7372000000-N	1721	GUY ASSEMBLY	4 EA		
0215	7420000000-E	1722	2" RISER WITH WEATHERHEAD	3 EA		
 0216	7444000000-E		INDUCTIVE LOOP SAWCUT			
 0217	7456000000-E	1726	LEAD-IN CABLE (************) (14-2)	6,640 LF		
 0218	7636000000-N	 1745	SIGN FOR SIGNALS	 1 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0219	7980000000-N	SP	GENERIC SIGNAL ITEM BACK FILL JUNCTION BOX	5 EA		
0220	7990000000-E	SP	GENERIC SIGNAL ITEM BACK PULL FIBER OPTIC CABLE	200 LF		

			******* BEGIN SCHEDULE AA ******* (2 ALTERNATES)	******	
0221	0022000000-Е	225	UNCLASSIFIED EXCAVATION	330,000	
AA1				CY	
0222	0036000000-Е	225	UNDERCUT EXCAVATION	8,605	
AA1				CY	
	1121000000-E	520	AGGREGATE BASE COURSE	3,600	
AA1 				TON	
_	1231000000-E	560	SHOULDER BORROW	6,600	
AA1 				CY	
	1275000000-E	600	PRIME COAT	2,100	
AA1 				GAL 	
	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE	7,000	
AA1			B25.0B	TON	
 0227	1491000000-E	 610	ASPHALT CONC BASE COURSE, TYPE	8,700	
AA1			B25.0C	TON	
 0228	1575000000-E	 620	ASPHALT BINDER FOR PLANT MIX	2,070	
AA1				TON	
			*** OR ***		
0229	0022000000-E	225	UNCLASSIFIED EXCAVATION	337,000	
AA2				CY	
0230	0036000000-E	225	UNDERCUT EXCAVATION	8,770	
AA2				CY	
0231	1121000000-E	520	AGGREGATE BASE COURSE	34,800	
AA2				TON	
0232	1231000000-E	560	SHOULDER BORROW	12,100	
AA2				CY	
0233	1275000000-E	600	PRIME COAT	16,870	
AA2				GAL	
0234	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE	2,300	
AA2			B25.0B	TON	
 0235	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE	370	
AA2			B25.0C	TON	

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0236 <b>AA2</b>	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,500 TON		
			***** END SCHEDULE A	<u> </u>		
			TRUCTURE HEMS			
0237	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ************************************	Lump Sum	L.S.	
0238	8112730000-N	450	PDA TESTING	3 EA		
0239	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	21,035 SF		
0240	8161000000-E	420	GROOVING BRIDGE FLOORS	 24,824 SF		
0241	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	272.7 CY		
0242	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ************************(46+73.19 -L- LT)	Lump Sum	L.S.	
0243	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ************************************	Lump Sum	L.S.	
0244	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ************************(67+16.50 -L-)	Lump Sum	L.S.	
0245	8217000000-E	425	REINFORCING STEEL (BRIDGE)	41,183 LB		
0246	8259000000-E	430	36" PRESTRESSED CONCRETE GIR- DERS	604.5 LF		
0247	8280000000-E	440	APPROX LBS STRUCTURAL STEEL	671,000 LS		
0248	8364000000-E	450	HP12X53 STEEL PILES	3,720 LF		
0249	8384200000-E	450	HP14X73 GALVANIZED STEEL PILES	840 LF		
0250	8393000000-N	450	PILE REDRIVES	34 EA		
0251	8503000000-E	460	CONCRETE BARRIER RAIL	829.13 LF		

Nov 12, 2014 3:03 pm

1503/Nov12/Q2172223.849/D1015475142000/E258

### ITEMIZED PROPOSAL FOR CONTRACT NO. C203503

Page 15 of 15

County: Bladen

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0252	8531000000-E	462	4" SLOPE PROTECTION	900		
				SY 		
0253	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	375		
				TON		
0254	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	415		
				SY		
0255	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0256	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum	L.S.	
0257	8892000000-E	SP	GENERIC STRUCTURE ITEM	2,649		
			CONCRETE STAINING	SF		
	999300000 F		CENERIC STRUCTURE ITEM	0.070		
0258	8892000000-E	SP	GENERIC STRUCTURE ITEM PAINTING OF STRUCTURAL STEEL	2,879 SF		
				55		

Total Amount Of Bid For Entire Project :

## Vendor 1 of 10: BARNHILL CONTRACTING COMPANY (3516) Call Order 002 (Proposal: C203503)

## **Bid Information**

Proposal County: BLADEN Bid Checksum: 4D63394C

**Vendor Address:** 800 Tiffany Blvd, Suite 200 **Bid Total:** \$13,265,221.98

Rocky Mount, NC, 27804 **Items Total:** \$13,265,221.98

Signature Check: Drew\_M.\_Johnson\_3516 Time Total: \$0.00
Time Bid Received: December 16, 2014 01:52 PM

**Amendment Count:** 0

**Bidding Errors:** 

None.

DBE Goal Set 11.0% DBE Goal Met 11.0%

NCDOT Page 2 of 54

# Vendor 1 of 10: BARNHILL CONTRACTING COMPANY (3516) Call Order 002 (Proposal: C203503)

## **Bid Bond Information**

Projects: Bond Maximum:
Counties: State of Incorporation:

**Bond ID:** SNC14478338 **Agency Execution Date:** 12/2/2014 12

Paid by Check: No Surety Name: surety2000

**Bond Percent:** 5% **Bond Agency Name:** Travelers Casualty and Surety

Company of America

NCDOT Page 3 of 54

Vendor 3516's Bid Information for Call 002, Letting L141216, 12/16/14

Barnhill Contracting Company (3516) Call Order 002 (Proposal ID C203503)

#### LIST OF DBE PARTICIPANTS

VENDOR	DBE NAME	WORK	CERT		
NUMBER	ADDRESS	CODE TYPE OF WORK	TYPE	AMOUNT	
5059 WB	GARRETT TRUCKING INC 1701 ELLIOT FARM ROAD ,	FAYETTEVILLE, NC 28311	Sub	156,920.00	Committed
	NICKELSTON INDUSTRIES, I POST OFFICE BOX 133 , L	NC.	Sub	75,132.50	Committed
	SEAL BROTHERS CONTRACTIN 131 W. CLEVE STREET , M	G LLC	Sub	99,433.00	Committed
6189 WB	PURPOSE DRIVEN SEEDING & 1337 BRAYBOY RD , ROWLA	MULCHI	Sub	404,105.00	Committed
7466 WB	BEAR & CO SIGNS & LIGHTI 2201 WEST LEE STREET ,	NG, INC	Sub	87,328.05	Committed
12278 WE	CLIFTON CONSTRUCTION CO. 31435 GIDDENSVILLE ROAD	, INC.	Sub	201,534.00	Committed
	CURTIN TRUCKING & DRAINA POST OFFICE BOX 38220 ,	GE, INC	Sub	,	Committed
	DELCO INC 3218 E. BROAD AVENUE , R	OCKINGHAM, NC 28379	Sub	132,535.00	Committed
2676 MB	PAUL D. WILLIAMS DBA PAU POST OFFICE BOX 1385 ,	L D. WI DUNN, NC 28335	Sub	180,000.00	Committed
3153 WB	MCARTHUR CONSTRUCTION CO POST OFFICE BOX 2838 ,		Sub		Committed
4259 MB	AL'S MASONRY 120 HICKORY DR. , CLAYT	ON, NC 275209710	Sub		Committed
3153 WB	MCARTHUR CONSTRUCTION CO POST OFFICE BOX 2838 ,		Sub	561,611.70	Committed
			TOTAL . (	** *** ***	

TOTAL: \$2,586,699.66 19.50%

Vendor 3516's Bid Information for Call 002, Letting L141216, 12/16/14

Barnhill Contracting Company (3516) Call Order 002 (Proposal ID C203503)

Miscelleneous Data Info - Contractor Responses: \_\_\_\_\_

#### NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

### AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowleges that they are using the award limits on multiple projects. No

**NCDOT** Page 14 of 75 It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number

County

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

Bid Bond Data Info - Contractor Responses:

\_\_\_\_\_\_

BondID: SNC14478338

Surety Registry Agency: surety2000

Verified?: Yes

Surety Agency: Travelers Casualty and Surety Company of America

Bond Execution Date: 12/2/2014 12

Bond Amount: \$663,261.10 (Five Percent of Bid)

NCDOT Page 3 of 75

State of NC Date: 11-18-14 Dept of Transportation Revised:

Contract ID: C203503 Project(s): NHF-0087(15)

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

+----+ | and Units | Dollars | Cts | Dollars | Ct|

Section 0001 ROADWAY ITEMS

### 77.1 0

Alt Group			1
0000100000-N MOBILIZATIO		  LUMP	
0000400000-N CONSTRUCTIO  0002 N SURVEYING 		  LUMP 	80,000.00
0001000000-E CLEARING &  0003 GRUBBING ACRE(S)	•	  LUMP 	
·		7,000.00000	14,000.00
0029000000-N REINFORCED  0005 BRIDGE APPROACH FILL,    STATION ************************************	  LUMP 	  LUMP 	13,000.00    13,000.00
0029000000-N REINFORCED  0006 BRIDGE APPROACH FILL,    STATION ************************************	  LUMP 	   LUMP 	
0029000000-N REINFORCED  0007 BRIDGE APPROACH FILL,    STATION ************************************	  LUMP 	  LUMP 	
0134000000-E DRAINAGE  0008 DITCH EXCAVATION	   2,500.000  CY	4.00000	10,000.00
0141000000-E BERM DITCH  0009 CONSTRUCTION	   1,200.000  LF	   7.00000	8,400.00
0156000000-E REMOVAL OF  0010 EXISTING ASPHALT    PAVEMENT	   27,800.000  SY	   2.75000 	
<del></del>			+

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

e  Item .  Description	   Approx.	Unit Price   	Bid Amount
	and Units	Dollars   Cts	Dollars  Ct
0192000000-N PROOF  ROLLING		400.00000	5,600.00
0195000000-E SELECT  GRANULAR MATERIAL 		   5.00000	26,500.00
0196000000-E GEOTEXTILE  FOR SOIL STABILIZA-TION 		   1.20000  	7,080.00
•		   34.00000  	32,300.00
0320000000-E FOUNDATION  CONDITIONING GEO-  TEXTILE		   3.25000  	9,652.50
0335200000-E 15"  DRAINAGE PIPE 		   24.10000  	7,037.20
0335300000-E 18 <b>"</b>  DRAINAGE PIPE 		   26.10000  	17,748.00
0335850000-E **"  DRAINAGE PIPE ELBOWS  (15")		   585.00000  	2,340.00
0343000000-E 15" SIDE  DRAIN PIPE 		   24.10000  	3,856.00
0344000000-E 18" SIDE  DRAIN PIPE 		   26.10000  	5,115.60
CULVERTS, CLASS III	592.000	   27.95000  	16,546.40
CULVERTS, CLASS III	248.000	32.30000    32.30000	8,010.40
	Description  0192000000-N PROOF ROLLING  0195000000-E SELECT GRANULAR MATERIAL  0196000000-E GEOTEXTILE FOR SOIL STABILIZA-TION  0318000000-E FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES  0320000000-E FOUNDATION CONDITIONING GEO- TEXTILE  0335200000-E 15" DRAINAGE PIPE  0335300000-E 18" DRAINAGE PIPE  0344000000-E 15" SIDE DRAIN PIPE  0344000000-E 15" SIDE DRAIN PIPE  0366000000-E 15" RC PIPE CULVERTS, CLASS III	Description   Quantity and Units	Quantity   Dollars   Cts     0192000000-N PROOF

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

	.: 3310 - Barnniii			, company 		
Line   No.	•		Approx.     Quantity  -		Unit Price	Bid Amount
				and Units	   Dollars   Cts	Dollars  Ct
	0378000000-E 24"  CULVERTS, CLASS 	III	       LF	348.000    348.000	   35.85000  	12,475.80  
	0384000000-E 30"  CULVERTS, CLASS	III	     LF	204.000  	   54.40000  	11,097.60
	0390000000-E 36"  CULVERTS, CLASS 	III	     LF	   88.000 	   75.55000  	6,648.40  
	0396000000-E 42"  CULVERTS, CLASS 	III	     LF	576.000    576.000	   100.35000  	57,801.60  
	0408000000-E 54"  CULVERTS, CLASS 	III	     LF	176.000    176.000	   153.70000  	27,051.20
	0414000000-E 60"  CULVERTS, CLASS	III	    LF	   68.000 	   199.55000  	13,569.40
	0420000000-E 66"  CULVERTS, CLASS 	III	    LF	376.000    376.000	   256.65000  	96,500.40
	0448200000-E 15"  CULVERTS, CLASS IV 	J	    LF	1,548.000    1,548	   27.25000  	42,183.00
	0448300000-E 18"  CULVERTS, CLASS IV	J	     LF	960.000    960.000	   29.95000  	28,752.00  
	0448400000-E 24"  CULVERTS, CLASS IV	J	    LF	796.000  	   43.80000  	34,864.80
	0448500000-E 30"  CULVERTS, CLASS IV	J	       LF	416.000  	   71.95000  	29,931.20  
	0448600000-E 36"  CULVERTS, CLASS IV	J	       LF	848.000    848	98.00000   	83,104.00  
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Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

ьтааел	r: 3516 - Barnhill Contract	cing company		
+  Line   No.	•	   Approx.   Quantity	Unit Price	Bid Amount
İ	İ	and Units	Dollars   Cts	Dollars  Ct
	0448700000-E 42" RC PIPE  CULVERTS, CLASS IV 	   196.000  LF	132.45000	25 <b>,</b> 960.20
•	0582000000-E 15" CS PIPE  CULVERTS, 0.064" THICK 	   24.000  LF	   24.10000	578.40  
	0588000000-E 18" CS PIPE  CULVERTS, 0.064" THICK 	   76.000  LF	   26.10000	1,983.60
•	0594000000-E 24" CS PIPE  CULVERTS, 0.064" THICK 	   28.000  LF	   38.25000  	1,071.00
	0995000000-E PIPE  REMOVAL 	   393.000  LF	10.00000	3,930.00
•	1000000000-E 6" SLOPE  PROTECTION 	   290.000  SY	100.00000	29,000.00
	1011000000-N FINE  GRADING 	  LUMP 	  LUMP 	412,000.00
	1099500000-E SHALLOW  UNDERCUT 	   300.000  CY	10.00000	3,000.00
	1099700000-E CLASS IV  SUBGRADE STABILIZA- TION 	   600.000  TON	   30.00000	18,000.00
•	1220000000-E INCIDENTAL  STONE BASE 	   500.000  TON	   32.00000  	16,000.00
•	1330000000-E INCIDENTAL  MILLING 	   600.000  SY	   6.95000	4,170.00
0046	1498000000-E ASPHALT  CONC INTERMEDIATE  COURSE, TYPE I19.0B	   4,400.000  TON	   45.35000	199,540.00
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Dept of Transportation

Contract ID: C203503 Project(s): NHF-0087(15)

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

Bidde: +	r: 3516 - Barnhill Contrac <sup>.</sup>	ting Company 		
Line   No.		Approx.   Quantity		Bid Amount
		and Units	   Dollars   Cts	Dollars  Ct
0047	1503000000-E ASPHALT  CONC INTERMEDIATE  COURSE, TYPE I19.0C	7,300.000    7,300.000	   39.10000	285,430.00    285,430
0048	1519000000-E ASPHALT  CONC SURFACE COURSE,  TYPE S9.5B	   2,600.000   TON		113,230.00
0049	1523000000-E ASPHALT  CONC SURFACE COURSE,  TYPE S9.5C	   9,500.000   TON		406,600.00
0050	1525000000-E ASPHALT  CONC SURFACE COURSE,  TYPE SF9.5A	   1,500.000   TON	   50.15000  	75 <b>,</b> 225.00
0051	1693000000-E ASPHALT  PLANT MIX, PAVEMENT  REPAIR	   300.000   TON	   200.00000  	60,000.00    60,000
	2022000000-E SUBDRAIN  EXCAVATION 	   1,599.400   CY	   25.00000  	39,985.00    39
	2026000000-E GEOTEXTILE  FOR SUBSURFACE DRAINS 	   4,760.000   SY	   4.75000  	22,610.00
	2036000000-E SUBDRAIN  COARSE AGGREGATE 	   799.700   CY	   70.00000  	55 <b>,</b> 979.00
•	2044000000-E 6"  PERFORATED SUBDRAIN PIPE 	   4,760.000   LF	   16.00000  	76,160.00    76,160
•	2070000000-N SUBDRAIN  PIPE OUTLET 	   10.000   EA		3,500.00
	2077000000-E 6" OUTLET  PIPE 	   60.000		1,800.00

State of NC Date: 11-18-14

Dept of Transportation

Revised: Contract ID: C203503 Project(s): NHF-0087(15)

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

ьтаае: +	r: 3516 - Barnhill Contrac	cing Company			+
Line   No.		Approx.     Quantity     and Units		Unit Price	Bid Amount
NO.	Description			Dollars   Cts	Dollars  Ct
0058	2190000000-N TEMPORARY  STEEL PLATE COVERS FOR  MASONRY DRAINAGE  STRUCTURE	   1.    EA	 	400.00000  	400.00
  0059 	•	   7.  CY	 .900  	   800.00000 	6,320.00
	222000000-E REINFORCED  ENDWALLS 	   11.  CY	 .900  	850.00000    850.00000	10,115.00
•	2253000000-E PIPE  COLLARS 	   0.  CY	 .798  	   487.50000 	389.03  
	2286000000-N MASONRY  DRAINAGE STRUCTURES 	   58.  EA	 .000  	   800.00000 	46,400.00
	2297000000-E MASONRY  DRAINAGE STRUCTURES 	   9.  CY	   171   	675.00000    675	6,190.43
	2308000000-E MASONRY  DRAINAGE STRUCTURES 	   62.  LF	      900  	195.00000    195	12,265.50
	2354200000-N FRAME WITH  GRATE, STD 840.24 		     000  	500.00000    500.00000	1,000.00
	2364000000-N FRAME WITH  TWO GRATES, STD 840.16 		 	500.00000    500.00000	3,500.00
	2364200000-N FRAME WITH  TWO GRATES, STD 840.20	1.	 	500.00000    500.00000	500.00
	2365000000-N FRAME WITH  TWO GRATES, STD 840.22 		     000  	   500.00000 	5,500.00

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

	r: 3516 - Barnhill Contrac 	·			
Line No.	e  Item     Description	 	Approx.   Quantity	Unit Price	
	 	 	and Units	Dollars   Cts	Dollars  Ct
	2366000000-N FRAME WITH  TWO GRATES, STD 840.24		16.000	500.00000	8,000.00
		EA	 	l	
	2367000000-N FRAME WITH  TWO GRATES, STD 840.29		   5.000	   500.00000	2,500.00
	040.23	EA			2,300.00
	2374000000-N FRAME WITH				6 500 00
	GRATE & HOOD, STD  840.03, TYPE ** (G)	  EA	13.000	500.00000  	6,500.00
	2396000000-N FRAME WITH				
0072	COVER, STD 840.54	  EA	5.000	450.00000	2,250.00
		·	 	 	
	TRANSITIONAL SECTION FOR  CATCH BASIN	  EA	3.000	450.00000	1,350.00
	2451000000-N CONCRETE	·	 	 ا	
	TRANSITIONAL SECTION FOR  DROP INLET	  EA	7.000	450.00000  	3,150.00
	2542000000-E 1'-6"			ــــــــــــــــــــــــــــــــــــــ	
0075	CONCRETE CURB & GUTTER	  LF	5 <b>,</b> 560.000	12.00000	66 <b>,</b> 720.00
	2549000000-E 2'-6"				
0076	CONCRETE CURB & GUTTER	  LF	1,240.000	14.55000	18,042.00
	2556000000-E SHOULDER			   	
0077	BERM GUTTER 	  LF	280.000	17.00000	4,760.00
	2570000000-N MODIFIED				
0078	CONCRETE FLUME 	  EA	2.000	1,250.00000	2,500.00
	2577000000-E CONCRETE	 	 	 	
0079	EXPRESSWAY GUTTER	  LF	350.000	25.00000  	8 <b>,</b> 750.00
	  2655000000-E 5 <b>"</b>	 	 	 	
	MONOLITHIC CONCRETE  ISLANDS(KEYED IN)	  SY	800.000	42.77000  	34,216.00
	(KEIED IN)				

Dept of Transportation

Contract ID: C203503 Project(s): NHF-0087(15)

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company +-----| Approx. | Unit Price | Bid Amount |

Line   No.		Approx.   Quantity		Unit Price	Bid Amount	
NO.	Description 		and Units	Dollars   Cts	Dollars  Ct	
	2815000000-N ADJUSTMENT  OF DROP INLETS 	      EA	5.000    5.000		975.00  	
	2830000000-n ADJUSTMENT  OF MANHOLES 	    EA	1.000  	300.00000  	300.00	
	3030000000-E STEEL BM  GUARDRAIL 	    LF	2,450.000    2,450.000	14.35000  	35,157.50  	
	3150000000-N ADDITIONAL  GUARDRAIL POSTS 	    EA	25.000    25.000	   25.00000  	625.00	
0085	3180000000-N GUARDRAIL  ANCHOR UNITS, TYPE  *********** (W-BEAM)	    EA	5.000    5.000	500.00000  	2,500.00	
	3210000000-N GUARDRAIL  ANCHOR UNITS, TYPE CAT-1 	    EA	3.000  	450.00000   	1,350.00	
	3270000000-N GUARDRAIL  ANCHOR UNITS, TYPE 350 	    EA	9.000    9.000	1,700.00000	15,300.00	
	3285000000-N GUARDRAIL  ANCHOR UNITS, TYPE M-350 	    EA	2.000  	1,600.00000	3,200.00	
	3317000000-N GUARDRAIL  ANCHOR UNITS, TYPE B-77 	    EA	8.000    8.000	1,000.00000	8,000.00	
•	3360000000-E REMOVE  EXISTING GUARDRAIL 	    LF	1,500.000    1,500	1.00000	1,500.00	
•	3380000000-E TEMPORARY  STEEL BM GUARDRAIL 	      LF	   225.000	7.00000  	1,575.00	
10092	3382000000-E TEMPORARY  STEEL BM GUARDRAIL (SHOP  CURVED)	       LF	275 <b>.</b> 000	7.00000  	1,925.00  	

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

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Line   No.		Approx.     Quantity	Unit Price	Bid Amount
NO:   +	 	and Units	Dollars   Cts	Dollars  Ct
0093	3387000000-N TEMPORARY  GUARDRAIL ANCHOR  UNITS, TYPE ********  (B-77)	2.000            	1,000.00000  	2,000.00
0094	3387000000-N TEMPORARY  GUARDRAIL ANCHOR  UNITS, TYPE ********  (CAT-1)	1.000    1.000        EA	500.00000    500.00000	500.00  
0095	3389100000-N TEMPORARY  GUARDRAIL ANCHOR  UNITS, TYPE 350		1,000.00000    1,000	1,000.00
	3503000000-E WOVEN WIRE  FENCE, 47" FABRIC 	   6,700.000   LF	1.80000    1.80000	12,060.00
	3509000000-E 4" TIMBER  FENCE POSTS, 7'-6" LONG 	   440.000   EA	   18.00000 	7,920.00
	3515000000-E 5" TIMBER  FENCE POSTS, 8'-0" LONG 	   90.000   EA	   25.00000 	2,250.00
	3628000000-E RIP RAP,  CLASS I 		58.00000     58.00000	39,440.00
	3649000000-E RIP RAP,  CLASS B 		   52.00000 	9,360.00
	3656000000-E GEOTEXTILE  FOR DRAINAGE 		2.00000  	8,420.00
0102	4048000000-E REINFORCED  CONCRETE SIGN  FOUN-DATIONS	20.000   CY	650.00000  	13,000.00
0103	4054000000-E PLAIN  CONCRETE SIGN FOUNDA-  TIONS	1.000   CY	450.00000  	450.00
r		<b></b>		

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

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Line   No.		Approx.     Quantity  -   and Units		Unit Price	Bid Amount   			
	Description			Dollars   Cts	Dollars  Ct			
	4060000000-E SUPPORTS,  BREAKAWAY STEEL BEAM	       LB	11,573.000	   3.90000 				
	4066000000-E SUPPORTS,  SIMPLE STEEL BEAM 	    LB	3,563.000	   2.75000 				
	4072000000-E SUPPORTS,  3-LB STEEL U-CHANNEL 	    LF	1,609.000	   3.90000 				
	4096000000-N SIGN  ERECTION, TYPE D 	    EA	14.000	   65.00000 	   910.00			
	4102000000-N SIGN  ERECTION, TYPE E 	    EA	69.000	   45.00000 	3,105.00    3,105.00			
	4108000000-N SIGN  ERECTION, TYPE F 	    EA	17.000	   65.00000 	1,105.00			
0110	4110000000-N SIGN  ERECTION, TYPE ***  (GROUND MOUNTED) (A)	    EA	9.000	   475.00000 	4,275.00    4,275.00			
0111	4116100000-N SIGN  ERECTION, RELOCATE, TYPE  **** (GROUND MOUNTED) (E)	    EA	2.000	   95.00000 	   190.00			
	4149000000-N DISPOSAL OF  SIGN SYSTEM, OVER-HEAD 	    EA	2.000	   750.00000 	1,500.00			
	4155000000-N DISPOSAL OF  SIGN SYSTEM, U- CHANNEL 		83.000	1.00000	   83.00			
	4192000000-N DISPOSAL OF  SUPPORT, U-CHANNEL 	    EA	2.000	   1.00000 				
0115	4370000000-N GENERIC  SIGNING ITEM DISPOSAL OF  FLASHER SYSTEM		1P	   LUMP 	1,500.00    1,500.00			

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

+	r: 3516 - Barnhill Contrac				
Line No.		Approx.   Quantity  -		Unit Price	Bid Amount
	I	and t	Jnits	Dollars   Cts	Dollars  Ct
	4400000000-E WORK ZONE  SIGNS (STATIONARY) 	   1,	   079.000 	3.95000    3.95000	4,262.05
	4405000000-E WORK ZONE  SIGNS (PORTABLE) 	    SF	384.000  	22.00000    22.00000	8,448.00
0118	4410000000-E WORK ZONE  SIGNS (BARRICADE  MOUNTED)	    SF	148.000	6.00000    6.00000	888.00
	4415000000-N FLASHING  ARROW BOARD 	     EA	2.000	3,400.00000  	6,800.00
	4420000000-N PORTABLE  CHANGEABLE MESSAGE SIGN 	     EA	5.000  	5,000.00000    5,000	25,000.00
0121	4422000000-N PORTABLE  CHANGEABLE MESSAGE SIGN  (SHORT TERM)	     DAY	60.000	35.00000    35.00000	2,100.00
  0122 		     EA	425.000	42.00000  	17,850.00
  0123   +	4435000000-N CONES   	     EA	25.000  	40.00000  	1,000.00
	4445000000-E BARRICADES  (TYPE III) 	     LF	208.000	  18.00000  	3,744.00
  0125 		     DAY	100.000	  80.00000  	8,000.00
	4465000000-N TEMPORARY  CRASH CUSHIONS 	     EA	2.000	4,750.00000  	9,500.00
•	4470000000-N RESET  TEMPORARY CRASH CUSHION 	  EA	2.000	1,850.00000    1,850.00000	3,700.00

Dept of Transportation

Contract ID: C203503 Project(s): NHF-0087(15)

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

Bidder: 3516 - Barnhill Contracting Company							
Line   No.	•	 	Approx.   Quantity	Unit Price	Bid Amount		
NO.	Description 		and Units	Dollars   Cts	Dollars  Ct		
    0128 		    EA	2.000	   15,000.00000  	30,000.00		
	4485000000-E PORTABLE  CONCRETE BARRIER 	    LF	850.000	   25.75000  	21,887.50    21		
0130	4500000000-E RESET  PORTABLE CONCRETE BAR-  RIER	    LF	470.000	7.00000  	3 <b>,</b> 290.00		
	4510000000-N LAW  ENFORCEMENT 	    HR	200.000	30.00000  	6,000.00  		
0132	4650000000-N TEMPORARY  RAISED PAVEMENT  MARKERS	    EA	200.000	10.00000  	2,000.00  		
0133	4685000000-E THERMOPLAST  IC PAVEMENT MARKINGLINES  (4", 90 MILS)		42,191.000	0.53000  	22 <b>,</b> 361.23		
0134	4686000000-E THERMOPLAST  IC PAVEMENT MARKING LINES  (4", 120 MILS)		20,553.000	0.62000    0.62000	12,742.86		
0135	4695000000-E THERMOPLAST  IC PAVEMENT MARKINGLINES  (8", 90 MILS)		1,800.000	3.00000  	5,400.00		
0136	4697000000-E THERMOPLAST  IC PAVEMENT MARKINGLINES  (8", 120 MILS)		350.000	3.00000  	1,050.00		
0137	4710000000-E THERMOPLAST  IC PAVEMENT MARKINGLINES  (24", 120 MILS)	İ	348.000		5,220.00		
0138	4721000000-E THERMOPLAST  IC PAVEMENT  MARKINGCHARACTER (120  MILS)	         EA	6.000		600.00  		

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

+	r: 3316 - Barnnill Contrac		, company 		
Line   No.	•		Approx. Quantity	Unit Price	Bid Amount
	 	   	and Units	Dollars   Cts	Dollars  Ct
0139	4725000000-E THERMOPLAST  IC PAVEMENT MARKINGSYMBOL  (90 MILS)		59.000	   125.00000	7,375.00
0140	4770000000-E COLD  APPLIED PLASTIC PAVEMENT  MARKING LINES, TYPE **  (4") (III)	       LF	930.000	3.00000   	2 <b>,</b> 790.00
0141	4770000000-E COLD  APPLIED PLASTIC PAVEMENT  MARKING LINES, TYPE **  (4") (IV)	         LF	1,640.000	1.75000   	2 <b>,</b> 870.00
0142	4780000000-E COLD  APPLIED PLASTIC PAVEMENT  MARKING LINES, TYPE **  (8") (III)	         LF	85.000	6.00000   	510.00
0143	4805000000-N COLD  APPLIED PLASTIC PAVEMENT  MARKING SYMBOL, TYPE **	        EA	1.000	   325.00000  	325.00
0144	4810000000-E PAINT  PAVEMENT MARKING LINES  (4")	      LF	219,918.000	   0.17000	37,386.06
0145	4820000000-E PAINT  PAVEMENT MARKING LINES  (8")	      LF	1,442.000	1.00000	1,442.00
0146	4835000000-E PAINT  PAVEMENT MARKING LINES  (24")	    LF	1,156.000	   2.00000	2,312.00
	4845000000-N PAINT  PAVEMENT MARKING SYMBOL 	    EA	172.000	   35.00000  	6,020.00
0148	4850000000-E REMOVAL OF  PAVEMENT MARKING LINES  (4")		9,927.000	   0.75000  	7,445.25
0149	4870000000-E REMOVAL OF  PAVEMENT MARKING LINES  (24")		283.000	3.00000	849.00

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

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Line   No.	•	 	Approx. Quantity	Unit Price	Bid Amount   
		İ	and Units	Dollars   Cts	Dollars  Ct
0150	4875000000-N REMOVAL OF  PAVEMENT MARKING  SYMBOLS & CHARACTERS	      EA	20.000	   35.00000	
0151	4900000000-N PERMANENT  RAISED PAVEMENT  MARKERS	    EA	563.000	10.00000	
	4935000000-N FLEXIBLE  DELINEATORS (CRYSTAL) 	    EA	40.000	   35.00000  	1,400.00
	4940000000-N FLEXIBLE  DELINEATORS (YELLOW) 	    EA 	22.000	   35.00000	   770.00  
0154	4945000000-N FLEXIBLE  DELINEATORS (CRYSTAL &  RED)	    EA 	20.000	   35.00000	   700.00  
	4950000000-N FLEXIBLE  DELINEATORS (YELLOW &RED) 	    EA	20.000	   35.00000	700.00
0156	5319000000-E CLASS B  CONCRETE FOR ENCASING  UTILITY LINES	    CY	15.500	   250.00000  	
  0157	•	      LF	949.000	   24.55000	
  0158 	•	    LF	1,692.000	   42.55000	
  0159 		    EA	2.000	   977.35000  	   1,954.70  
  0160 	•	      EA	4.000	   2,422.50000	
  0161 		      EA	1.000	   1,779.40000	
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State of NC Dept of Transportation Date: 11-18-14

Project(s): NHF-0087(15) Contract ID: C203503 Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company | No.| Description | Quantity |------|-----| | and Units | Dollars | Cts | Dollars | Ct| |5643100000-E 3/4" WATER | 1.000| 1,385.45000| 0162|METER |5691300000-E 8" SANITARY| | 2,054.000| 80.70000| 165,757.80| |0164|GRAVITY SEWER |5768000000-N SANITARY 1.000| 1,182.75000| |0165|SEWER CLEAN-OUT |EA | 0166|UTILITY MANHOLE | 6.000| 4,532.10000| 27,192.60| IEA |5776000000-E 5' DIA 1.000| 9,255.20000| |0167|UTILITY MANHOLE |5781000000-E UTILITY |0168|MANHOLE WALL, 4' DIA 48.100| 385.45000| 18,540.15| |5782000000-E UTILITY |0169|MANHOLE WALL, 5' DIA |

|580400000-E ABANDON 12"|

|5815500000-N REMOVE FIRE| 2|HYDRANT |

|0171|UTILITY PIPE |

15828000000-N REMOVE

Check: 4D63394C Page 15

1,549.000| 7.85000| 12,159.65|

1.000| 1,428.00000| 1,428.00|

Dept of Transportation

Contract ID: C203503 Project(s): NHF-0087(15)

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Comp

+	r: 3516 - Barnhill Contrac				
Line   No.	•	(	Approx.   Quantity	Unit Price	Bid Amount
 +	 	á	and Units	Dollars   Cts	Dollars  Ct
	5835700000-E 16"  ENCASEMENT PIPE 	    LF	   220.000 	  60.75000 	13,365.00
0175	5871700000-E TRENCHLESS  INSTALLATION OF 12"IN  SOIL	    LF	244.000  	   208.95000 	50,983.80
0176	5871900000-E TRENCHLESS  INSTALLATION OF 16"IN  SOIL	    LF	   220.000	  279.70000  	61,534.00
0177	5882000000-N GENERIC  UTILITY ITEM STEEL H-PILE  PIER	    EA	7.000    7.000	6,161.10000  	43,127.70
	6000000000-E TEMPORARY  SILT FENCE 	    LF	   34,500.000	1.50000  	51,750.00
0179	6006000000-E STONE FOR  EROSION CONTROL, CLASS  A	    TON	1,700.000    1,700	51.00000  	86,700.00
	6009000000-E STONE FOR  EROSION CONTROL, CLASS  B	    TON	5,020.000    5,020	52.00000  	261,040.00
•	6012000000-E SEDIMENT  CONTROL STONE 	    TON	3,600.000  	43.00000  	154,800.00
	6015000000-E TEMPORARY  MULCHING 	    ACR		660.00000  	63,360.00
•	6018000000-E SEED FOR  TEMPORARY SEEDING	      LB	4,600.000  	1.75000    1.75000	8,050.00
	6021000000-E FERTILIZER  FOR TEMPORARY SEED-ING 	     TON	24.500    24.500	965.00000    965	23,642.50
	6024000000-E TEMPORARY  SLOPE DRAINS 	      LF	4,000.000  	0.01000    0.01000	40.00

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

	r: 3516 - Barnhill Contrac				
Line No.	•		Approx.   Quantity	Unit Price	Bid Amount
	;   	 	and Units	Dollars   Cts	Dollars  Ct
	6029000000-E SAFETY  FENCE 	    LF	3,400.000  	1.50000	5,100.00
	603000000-E SILT  EXCAVATION 	    CY	9,760.000  	10.00000	97,600.00
	6036000000-E MATTING FOR  EROSION CONTROL 	    SY	64,000.000  	1.25000	80,000.00
0189		    SY	1,000.000	3.00000	3,000.00
	6038000000-E PERMANENT  SOIL REINFORCEMENT MAT 	    SY	1,900.000    1,900	5.00000  	9,500.00
	6042000000-E 1/4"  HARDWARE CLOTH 	      LF	3,700.000    3,700	4.25000	15,725.00
	6043000000-E LOW  PERMEABILITY GEOTEXTILE 	    SY	315.000    315.000	3.00000  	945.00
	6071012000-E COIR FIBER  WATTLE 	      LF	4,300.000    4,300.000	7.00000  	30,100.00
	6071020000-E POLYACRYLAM  IDE (PAM) 	      LB	2,400.000    2,400	8.00000    8.00000	19,200.00
	6071030000-E COIR FIBER  BAFFLE 	    LF	3,820.000    3,820.000	4.15000  	15,853.00
	6071050000-E **" SKIMMER  (1-1/2") 	      EA	   12.000 	800.00000	9,600.00
0197		      EA		   800.00000 	800.00

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

r: 3516 - Barnhill Contrac	3 1 1		
Item   Description	Approx.   Ouantity	Unit Price   	Bid Amount
l	and Units	Dollars   Cts	Dollars  Ct
6084000000-E SEEDING &  MULCHING			109,200.00
6087000000-E MOWING			2,250.00
6090000000-E SEED FOR  REPAIR SEEDING			1,750.00
6093000000-E FERTILIZER  FOR REPAIR SEEDING 		   965.00000  	2,895.00
6096000000-E SEED FOR  SUPPLEMENTAL SEEDING 	•		3,750.00
6108000000-E FERTILIZER  TOPDRESSING 			53 <b>,</b> 437.50
HAND MOWING	30.000		1,500.00
6117000000-N RESPONSE  FOR EROSION CONTROL 			54,000.00
ON	3.000		3,000.00
7060000000-E SIGNAL  CABLE 		3.00000	4,830.00
7120000000-E VEHICLE  SIGNAL HEAD (12", 3  SECTION)			7,800.00
7144000000-E VEHICLE  SIGNAL HEAD (12", 5  SECTION)	   4.000  EA		3,600.00
	Description	Description	Description

State OI NC Dept of Transportation State of NC Date: 11-18-14 Revised:

Contract ID: C203503 Project(s): NHF-0087(15)

Letti	act ID: C203503 ng Date: 12-16-14 Call Or r: 3516 - Barnhill Contrac		: 002	NHF-0087 (15)	
Line	•	Approx.     Quantity  -   and Units	Unit Price	Bid Amount	
No.	Description 		   Dollars	Dollars  Ct	
	7252000000-E MESSENGER  CABLE (1/4") 	      LF	145.000		239.25  
•	7264000000-E MESSENGER  CABLE (3/8") 	      LF	190.000	   3.25000  	617.50
0212	7300100000-E UNPAVED  TRENCHING FOR TEMP-  ORARY LEAD-IN	    LF	1,685.000	   3.50000  	5,897.50  
  0213   +	•	    EA	4.000	   750.00000  	3,000.00
	7372000000-N GUY  ASSEMBLY 	    EA 	4.000	   325.00000  	1,300.00
	7420000000-E 2" RISER  WITH WEATHERHEAD 	    EA	3.000	   200.00000  	600.00
•	7444000000-E INDUCTIVE  LOOP SAWCUT 	    LF	2,305.000	4.50000    4.50000	10,372.50
0217	7456000000-E LEAD-IN  CABLE (*********)  (14-2)	    LF	6,640.000	   1.15000  	7,636.00
	7636000000-N SIGN FOR  SIGNALS 	    EA	1.000		150.00
0219	7980000000-N GENERIC  SIGNAL ITEM BACK FILL  JUNCTION BOX	      EA	5.000		2,250.00
0220	7990000000-E GENERIC  SIGNAL ITEM BACK PULL  FIBER OPTIC CABLE	      LF	200.000		200.00
	0022000000-E UNCLASSIFIE  D EXCAVATION 	    CY	330,000.000		1,650,000.00
					T

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

+					
Line   No.	•	Approx.   Quantity  -		Unit Price	Bid Amount
100 <b>.</b> 	 		and Units	Dollars   Cts	Dollars  Ct
	003600000-E UNDERCUT  EXCAVATION	    CY	8,605.000    8,605	5.00000  	43,025.00
	1121000000-E AGGREGATE  BASE COURSE 	    TON	3,600.000  	32.00000  	115,200.00
	1231000000-E SHOULDER  BORROW 	    CY	6,600.000  	6.00000  	39,600.00
  0225  AA1	•	    GAL	2,100.000  	5.45000  	11,445.00
0226	1489000000-E ASPHALT  CONC BASE COURSE, TYPE  B25.0B	    TON	7,000.000    7,000	44.50000  	311,500.00
0227	1491000000-E ASPHALT  CONC BASE COURSE, TYPE  B25.0C	    TON	8,700.000    8,700	41.00000	356,700.00
	1575000000-E ASPHALT  BINDER FOR PLANT MIX 	     TON	2,070.000    2,070	650.00000  	1,345,500.00
•	0022000000-E UNCLASSIFIE  D EXCAVATION 	    CY	  337,000.000  		
	0036000000-E UNDERCUT  EXCAVATION	    CY	8,770.000    8,770	 	
	1121000000-E AGGREGATE  BASE COURSE 	     TON	34,800.000    34		
•	1231000000-E SHOULDER  BORROW	    CY	12,100.000		
+    0233  AA2		    GAL	   16,870.000 		

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002
Bidder: 3516 - Barnhill Contracting Company

r: 3516 - Barnhill Contract	ting Company		
Item	Approx.	Unit Price	Bid Amount
	and Units	Dollars   Cts	
1489000000-E ASPHALT  CONC BASE COURSE, TYPE  B25.0B		 	   
1491000000-E ASPHALT  CONC BASE COURSE, TYPE  B25.0C		 	 
1575000000-E ASPHALT  BINDER FOR PLANT MIX 		   	     
  Section 0001 Total		   	10,698,020.90
on 0004 STRUCTURE ITE	EMS		
		  LUMP 	41,500.00  
l	3.000	   3,100.00000	9,300.00    9,300.00
CONCRETE DECK SLAB		   29.03000  	610,646.05    610
8161000000-E GROOVING  BRIDGE FLOORS 	•	0.49000	12,163.76
8182000000-E CLASS A  CONCRETE (BRIDGE) 		   761.79000 	207,740.13    207
8210000000-N BRIDGE  APPROACH SLABS,  STATION**********  (46+73.19 -L- LT)	     LUMP 	  LUMP 	44,875.00    44,875.00 
	Item   Description	Description	Item

Dept of Transportation

Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

Line   No.	•	   Approx.   Quantity	Unit Price	+   Bid Amount   
		and Units	Dollars   Cts	Dollars  Ct
0243	8210000000-N BRIDGE  APPROACH SLABS,  STATION**********  (46+73.19 -L- RT)	  LUMP 	  LUMP 	
0244	8210000000-N BRIDGE  APPROACH SLABS,  STATION**********  (67+16.50 -L-)	  LUMP 	  LUMP 	47,200.00    47,200.00
	8217000000-E REINFORCING  STEEL (BRIDGE)	   41,183.000  LB	1.03000	
0246	8259000000-E 36"  PRESTRESSED CONCRETE GIR-  DERS	   604.500  LF	   164.69000	
0247	8280000000-E APPROX   LBS  STRUCTURALSTEEL	  LUMP 	  LUMP 	
	8364000000-E HP12X53  STEEL PILES 	3,720.000  LF	   38.65000	
	8384200000-E HP14X73  GALVANIZED STEEL PILES 	   840.000  LF	   62.95000  	
	8393000000-N PILE  REDRIVES 	   34.000  EA	   350.00000	11,900.00
	8503000000-E CONCRETE  BARRIER RAIL 	   829.130  LF	   85.41000	
	8531000000-E 4" SLOPE  PROTECTION 	   900.000  SY	   71.65000	
	8608000000-E RIP RAP  CLASS II (2'-0" THICK) 	   375.000  TON	   61.59000	

State of NC Date: 11-18-14

Dept of Transportation Revised: Project(s): NHF-0087(15) Contract ID: C203503

Letting Date: 12-16-14 Call Order: 002 Bidder: 3516 - Barnhill Contracting Company

+				+
Line   No.	•	Approx.   Quantity	Unit Price	Bid Amount
NO.	Description	Quantity   and Units	Dollars   Cts	Dollars  Ct
	8622000000-E GEOTEXTILE  FOR DRAINAGE 	   415.000  SY	   2.30000	954.50  
	8657000000-N ELASTOMERIC  BEARINGS 	  LUMP 	  LUMP	9,375.00
	8692000000-N FOAM JOINT  SEALS 	  LUMP 	  LUMP	16,750.00
0257	8892000000-E GENERIC  STRUCTURE ITEM CONCRETE  STAINING	2,649.000	   7.98000  	21,139.02
0258	8892000000-E GENERIC  STRUCTURE ITEM PAINTING  OF STRUCTURAL STEEL	   2,879.000  SF	   5.82000	16,755.78  
	  Section 0004 Total			2,567,201.08
	  Bid Total		 	13,265,221.98

#### NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In addition, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the bidder certifies to the best of his knowledge and belief that he and his principals:

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

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

### Explanation:

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

-----

### AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowleges that they are using the award limits on multiple projects. No

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which

will not exceed a total of NOT ANSWERED for those

projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number

County

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

## NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION DATE:11-18-14

DBE COMMITMENT ITEMS PAGE: 26

PROPOSAL: C203503

LETTING: L141216 CALL: 002

VENDOR: 3516 Barnhill Contracting Company

LINE ITEM ITEM UNIT SUBCONTRACTOR SUBCONTRACTOR EXTENDE NO. NO. DESC. TYPE QUANTITY UNIT PRICE AMOUNT UNIT SUBCONTRACTOR SUBCONTRACTOR EXTENDED -----DBE SUBCONTRACTOR: 5059 GARRETT TRUCKING INC Will Use Ouote: Yes 0043 1099700000-E CLASS IV SUB TON 550.000 13.00000 7150.00 Haul Only 0044 1220000000-E INCIDENTAL S TON 450.000 13.00000 5850.00 Haul Only 0100 3649000000-E RIP RAP, CLA TON 180.000 14.00000 2520.00 Haul Only 0179 6006000000-E EROS CONTRL TON 1600.000 14.00000 22400.00 Haul Only 0180 6009000000-E EROS CONTRL TON 5000.000 14.00000 70000.00 Haul Only 0181 6012000000-E SEDIMENT CON TON 3500.000 14.00000 49000.00 Haul Only \_\_\_\_\_ 156,920.00 Committed DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 156,920 DBE SUBCONTRACTOR: 12802 NICKELSTON INDUSTRIES, INC. Will Use Quote: Yes 0001 0000100000-N MOBILIZATION LS 1.000 500.00000 500.00 Mob 0083 3030000000-E STL BM GUARD LF 2450.000 14.35000 35157.50 0084 3150000000-N ADDIT GUARDR EA 25.000 25.00000 625.00 0085 3180000000-N GR ANCHOR TY EA 5.000 500.00000 2500.00 0086 3210000000-N GR ANCHOR TY EA 3.000 450.00000 1350.00 0087 3270000000-N GR ANCHOR TY EA 9.000 1700.00000 15300.00 0088 3285000000-N GR ANCHOR TY EA 2.000 1600.00000 3200.00 3.000
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1. 0088 3285000000-N GR ANCHOR TY EA 0089 3317000000-N GR ANCHOR TY EA 0090 3360000000-E REMOVE EXIST LF 0091 3380000000-E TEMP STL BM LF 0091 3380000000-E TEMP STL BM LF 0092 3382000000-E TEMP STL BM LF 0093 3387000000-N TEMP GDRL AN EA 0094 3387000000-N TEMP GDRL AN EA 1.000 1000.00000 1000.00 0095 3389100000-N TEMP GDRL AN EA DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 75,132.50 Committed

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 75,132.50 DBE SUBCONTRACTOR: 4247 SEAL BROTHERS CONTRACTING LLC Will Use Quote: Yes 0096 3503000000-E WOVEN WIRE F LF 6700.000 1.80000 12060.00 0097 3509000000-E 4" TIMBER PO EA 440.000 18.00000 7920.00 0098 3515000000-E 5" TIMBER PO EA 90.000 25.00000 2250.00 \_\_\_\_\_\_

Check: 4D63394C Page 26

## NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION

DATE:11-18-14 DBE COMMITMENT ITEMS PAGE: 27

LINE NO.	ITEM NO.	ITEM DESC.	-	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT				
0186	6000000000-Е 6029000000-Е	TEMPORARY SI SAFETY FENCE		34500.000 3400.000	1.50000 1.50000	51750.00 5100.00				
	6071030000-E 6117000000-N	COIR FIBER B RESPONSE FOR		3820.000 60.000	4.15000 75.00000	15853.00 4500.00				
	DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 99,433.00									

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )

99,433.00 Committed 99,433.

DBE SUBCONTRACTOR: 6189 PURPOSE DRIVEN SEEDING & MULCHING, INC. Will Use Quote: Yes

0001	0000100000-N	MOBILIZATION	LS	1.000	11770.00000	11770.00
ВС	OND					
0182	6015000000-E	TEMPORARY MU	ACR	96.000	660.00000	63360.00
0183	6018000000-E	SEED FOR TEM	LB	4600.000	1.75000	8050.00
0184	6021000000-E	FERT FOR TEM	TON	24.500	965.00000	23642.50
0188	6036000000-E	MATTING FOR	SY	64000.000	1.25000	80000.00
0189	6037000000-E	COIR FIBER M	SY	1000.000	3.00000	3000.00
0190	6038000000-E	PERM SOIL RE	SY	1900.000	5.00000	9500.00
0198	6084000000-E	SEEDING AND	ACR	78.000	1400.00000	109200.00
0199	6087000000-E	MOWING	ACR	30.000	75.00000	2250.00
0200	6090000000-E	SEED FOR REP	LB	1000.000	1.75000	1750.00
0201	6093000000-E	FERT FOR REP	TON	3.000	965.00000	2895.00
0202	6096000000-E	SEED FOR SUP	LB	1875.000	2.00000	3750.00
0203	6108000000-E	FERTILIZER T	TON	56.250	950.00000	53437.50
0204	6114500000-N	SPECIALIZED	MHR	30.000	50.00000	1500.00
0205	6117000000-N	RESPONSE FOR	EΑ	60.000	450.00000	27000.00
0206	6123000000-E	REFORESTATIO	ACR	3.000	1000.00000	3000.00
					-	

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) 404,105.00 Committed 404,105

DBE SUBCONTRACTOR: 7466 BEAR & CO SIGNS & LIGHTING, INC. Will Use Quote: Yes

0102	4048000000-E	REINF CONC F	CY	20.000	650.00000	13000.00
0103	4054000000-E	PLN CONC FOU	CY	1.000	450.00000	450.00
0104	4060000000-E	SUPPORT, BRE	LB	11573.000	3.90000	45134.70
0105	4066000000-E	SUPPORTS, SI	LB	3563.000	2.75000	9798.25
0106	4072000000-E	SUPPORT, 3-L	LF	1609.000	3.90000	6275.10
0107	4096000000-N	SIGN ERECTIO	EΑ	14.000	65.00000	910.00
0108	4102000000-N	SIGN ERECTIO	EΑ	69.000	45.00000	3105.00
0109	4108000000-N	SIGN ERECTIO	EΑ	17.000	65.00000	1105.00
0110	4110000000-N	SIGN ERECTIO	EΑ	9.000	475.00000	4275.00
0111	4116100000-N	SIGN ERECT,	EΑ	2.000	95.00000	190.00
0112	4149000000-N	DISPOSE SIGN	EΑ	2.000	750.00000	1500.00
0113	4155000000-N	DISPOSE SIGN	EΑ	83.000	1.00000	83.00
0114	4192000000-N	DISPOSE SUPP	EΑ	2.000	1.00000	2.00
0115	4370000000-N	GENERIC SIGN	LS	1.000	1500.00000	1500.00

Check: 4D63394C Page 27

## NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION

DATE:11-18-14 DBE COMMITMENT ITEMS PAGE: 28

		DBE COM	MITMENT	ITEMS	]	PAGE: 28	
LINE NO.				SUBCONTRACTOR QUANTITY		EXTENDED AMOUNT	
	DBE COMMITME			NTRACTOR: R (SubContracto		37,328.05 Committee 87,328.	l
	SUBCONTRACTOR: Use Quote: Ye		FTON CON	STRUCTION CO.,	INC.		
0001 M0	0000100000-N	MOBILIZAT	ION LS	1.000	1500.00000	1500.00	
0052	2022000000-Е	SUBDRAIN :	EXC CY	1599.400	25.00000	39985.00	
		GEOTEXTIL			4.75000		
0054	2036000000-E	SUBDRAIN	COA CY	799.700 4760.000	70.00000	55979.00	
0055	2044000000-E	6" PERF S	UBD LF	4760.000	16.00000	76160.00	
0056	2070000000-N	SUBDRN PI	PE EA	10.000	350.00000	3500.00	
0057	2077000000-E	6" OUTLET	PI LF	60.000	30.00000	1800.00	
	DBE COMMITME			NTRACTOR: R (SubContracto		201,534.00 Committe 201,534	d
	SUBCONTRACTOR: Use Quote: Ye		IN TRUCK	ING & DRAINAGE,	INC.		
				2.000			
		RESET CRA		2.000			
	4485000000-E 4500000000-E			850.000 470.000	7.00000	21887.50	
0130					-	3290.00 38,377.50 Committee	ьд
	DBE COMMITME  DBE COMMITME			R (SubContracto		38,377.	,u
	SUBCONTRACTOR: Use Quote: Ye		CO INC				
	1498000000-E	ASP CONC	INT TON	2640.000	6.50000	17160.00	
0047	aul Asphalt 1503000000-E aul asphalt	ASP CONC	INT TON	4900.000	6.50000	31850.00	
0048	1519000000-E aul asphalt	ASP CONC	SUR TON	1100.000	6.50000	7150.00	
0049	1523000000-E aul asphalt	ASP CONC	SUR TON	5600.000	6.50000	36400.00	
0226	1489000000-E aul asphalt	ASP CONC	BAS TON	750.000	6.50000	4875.00	
0227	1491000000-E aul Asphalt	ASP CONC	BAS TON	5400.000	6.50000	35100.00	

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )

Check: 4D63394C Page 28

132,535.00 Committed 132,535

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION DATE:11-18-14 PAGE: 29 DBE COMMITMENT ITEMS

LINE NO.	NO.	DESC.	UNIT	SUBCONTRACTOR QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	SUBCONTRACTOR: Use Quote: Ye		WILL:	IAMS DBA PAUL D	. WILLIAMS HAUL	ING
	1498000000-E cockpile Plant		TON	2115.000	9.00000	19035.00
0047	1503000000-E cockpile Plant	ASP CONC INT	TON	3500.000	9.00000	31500.00
0048		ASP CONC SUR	TON	1170.000	9.00000	10530.00
049		ASP CONC SUR	TON	4370.000	9.00000	39330.00
0050		ASP CONC SUR	TON	680.000	9.00000	6120.00
)226		ASP CONC BAS	TON	3640.000	9.00000	32760.00
0227		ASP CONC BAS	TON	4525.000	9.00000	40725.00
		NT TOTAL FOR		NTRACTOR: R (SubContracto	- 1 r )	80,000.00 Comm 180,000
	DBE COMMITME	NI IOIAH IOK	V LIVD OI	(	,	•
		3153 MCARTHUI		STRUCTION COMPA		·
Will 0001	SUBCONTRACTOR: Use Quote: Ye	3153 MCARTHUI s	R CONS		NY	
Vill 0001 Mc	SUBCONTRACTOR: Use Quote: Ye 0000100000-N	3153 MCARTHUI s MOBILIZATION	R CONS	STRUCTION COMPA	NY 11311.00000	11311.00
Vill )001 Mc )157	SUBCONTRACTOR: Use Quote: Ye  0000100000-N bb 5325600000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN	R CONS	STRUCTION COMPA  1.000  949.000	11311.00000 24.55000	11311.00 23297.95
7ill 0001 Mc 0157 0158	SUBCONTRACTOR: Use Quote: Ye  0000100000-N bb 5325600000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI	R CONS LS LF LF	1.000 949.000 1692.000	NY 11311.00000	11311.00 23297.95 71994.60
Vill 0001 Mc 0157 0158 0159	SUBCONTRACTOR: Use Quote: Ye  0000100000-N 0b 5325600000-E 5326200000-E 5540000000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE	LS LF LF EA EA	1.000 949.000 1692.000 2.000 4.000	11311.00000 24.55000 42.55000 977.35000 2422.50000	11311.00 23297.95 71994.60 1954.70 9690.00
0001 Mc 0157 0158 0159 0160	SUBCONTRACTOR: Use Quote: Ye  0000100000-N bb 5325600000-E 5326200000-E 5558000000-E 55606000000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF	LS LF LF EA EA EA	1.000 949.000 1692.000 2.000 4.000 1.000	11311.00000 24.55000 42.55000 977.35000 2422.50000 1779.40000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40
Nill  0001  Mc 0157 0158 0159 0160 0161	SUBCONTRACTOR: Use Quote: Ye  0000100000-N bb 5325600000-E 5326200000-E 5540000000-E 5558000000-E 5606000000-E 5643100000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M	LS LF LF EA EA EA EA	1.000 949.000 1692.000 2.000 4.000 1.000	11311.00000 24.55000 42.55000 977.35000 2422.50000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40
Vill  0001  Mc 0157 0158 0159 0160 0161 0162 0163	SUBCONTRACTOR: Use Quote: Ye  0000100000-N bb 5325600000-E 5326200000-E 5540000000-E 5558000000-E 5606000000-E 5643100000-E 5691100000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M 4" SANITARY	LS LF LF EA EA EA EA LF	1.000 949.000 1692.000 2.000 4.000 1.000 120.000	11311.00000 24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 11.30000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00
Vill 0001 Mc 0157 0158 0159 0160 0161 0162 0163 0164	SUBCONTRACTOR: Use Quote: Ye  0000100000-N 0b 5325600000-E 5326200000-E 5540000000-E 5558000000-E 5606000000-E 5643100000-E 5691100000-E 5691300000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M 4" SANITARY 8" SANITARY	LS LF LF EA EA EA LF LF LF	1.000 949.000 1692.000 2.000 4.000 1.000 120.000 2054.000	11311.00000 24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 11.30000 80.70000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80
Vill  0001  Mc 0157 0158 0159 0160 0161 0162 0163 0164 0165	SUBCONTRACTOR: Use Quote: Ye  0000100000-N bb 5325600000-E 5326200000-E 5540000000-E 5558000000-E 5643100000-E 5691100000-E 5691300000-E 5768000000-N	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M 4" SANITARY 8" SANITARY SANITARY SEW	LS LF LF EA EA LF LF LF LF	1.000 949.000 1692.000 2.000 4.000 1.000 120.000 2054.000	11311.00000  24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 11.30000 80.70000 1182.75000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80 1182.75
Vill )0001 Mo )157 )158 )159 )160 )161 )162 )163 )164 )165 )166	SUBCONTRACTOR: Use Quote: Ye  0000100000-N 0b 5325600000-E 5326200000-E 5540000000-E 5558000000-E 5643100000-E 5691100000-E 5691300000-E 5768000000-N 5775000000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M 4" SANITARY 8" SANITARY SANITARY SEW 4' DIA UTILI	LS LF LF EA EA EA LF LF EA	1.000 949.000 1692.000 2.000 4.000 1.000 120.000 2054.000 1.000 6.000	11311.00000  24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 11.30000 80.70000 1182.75000 4532.10000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80 1182.75 27192.60
Vill Mo )157 )158 )159 )160 )161 )162 )163 )164 )165 )166	SUBCONTRACTOR: Use Quote: Ye  0000100000-N  5325600000-E  5326200000-E  5540000000-E  5606000000-E  5691100000-E  5691300000-E  5768000000-E  5775000000-E  5776000000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M 4" SANITARY 8" SANITARY SANITARY SEW 4' DIA UTILI 5' DIA UTILI	LS LF EA EA EA LF LF EA EA	1.000 949.000 1692.000 2.000 4.000 1.000 120.000 2054.000 1.000 6.000	11311.00000  24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 11.30000 80.70000 1182.75000 4532.10000 9255.20000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80 1182.75 27192.60 9255.20
Vill  0001  Mc 0157 0158 0159 0160 0161 0162 0163 0164 0165 0166 0167 0168	SUBCONTRACTOR: Use Quote: Ye  0000100000-N  5325600000-E  5326200000-E  5540000000-E  5606000000-E  5691100000-E  5691300000-E  5768000000-E  5775000000-E  5776000000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M 4" SANITARY 8" SANITARY SANITARY SEW 4' DIA UTILI 5' DIA UTILI UTILITY MANH	LS LF EA EA EA LF LF EA EA	1.000 949.000 1692.000 2.000 4.000 1.000 120.000 2054.000 1.000 6.000 1.000 48.100	11311.00000  24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 11.30000 80.70000 1182.75000 4532.10000 9255.20000 385.45000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80 1182.75 27192.60 9255.20 18540.15
7ill  0001  Mc 0157 0158 0159 0160 0161 0162 0163 0164 0165 0166 0167 0168	SUBCONTRACTOR: Use Quote: Ye  0000100000-N  5325600000-E  5326200000-E  5540000000-E  5606000000-E  5691100000-E  5691300000-E  5768000000-E  5776000000-E  578100000-E  5782000000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN  12" WATER LI  6" VALVE  12" VALVE  2" BLOW OFF  3/4" WATER M  4" SANITARY  8" SANITARY  SANITARY SEW  4' DIA UTILI  5' DIA UTILI  UTILITY MANH  UTILITY MANH	LS LF EA EA EA LF EA EA LF LF EA	1.000 949.000 1692.000 2.000 4.000 1.000 120.000 2054.000 1.000 6.000 1.000 48.100 12.400	11311.00000  24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 11.30000 80.70000 1182.75000 4532.10000 9255.20000 385.45000 485.85000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80 1182.75 27192.60 9255.20 18540.15 6024.54
7ill  0001  Mc 0157 0158 0159 0160 0161 0162 0163 0164 0165 0166 0167 0168 0169 0170	SUBCONTRACTOR: Use Quote: Ye  0000100000-N bb 5325600000-E 5326200000-E 5540000000-E 5558000000-E 5643100000-E 5691100000-E 5691300000-E 5768000000-E 5776000000-E 5776000000-E 5781000000-E 5782000000-E 5801000000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M 4" SANITARY 8" SANITARY 8" SANITARY SANITARY SEW 4' DIA UTILI 5' DIA UTILI UTILITY MANH UTILITY MANH ABANDON 8" U	LS LF LF EA EA LF EA EA LF LF EA	1.000  949.000  1692.000  2.000  4.000  1.000  1.000  2054.000  1.000  6.000  1.000  48.100  12.400  3194.000	11311.00000  24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 41.30000 80.70000 1182.75000 4532.10000 9255.20000 385.45000 485.85000 3.55000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80 1182.75 27192.60 9255.20 18540.15 6024.54 11338.70
Vill  0001  Mo 0157 0158 0159 0160 0161 0162 0163 0164 0165 0166 0167 0168 0169 0170	SUBCONTRACTOR: Use Quote: Ye  0000100000-N bb 5325600000-E 5326200000-E 5540000000-E 5558000000-E 5643100000-E 5691100000-E 5691300000-E 5768000000-E 5776000000-E 5776000000-E 5782000000-E 5782000000-E 5804000000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN  12" WATER LI  6" VALVE  12" VALVE  2" BLOW OFF  3/4" WATER M  4" SANITARY  8" SANITARY  SANITARY SEW  4' DIA UTILI  5' DIA UTILI  UTILITY MANH  UTILITY MANH  ABANDON 12"	LS LF EA EA EA LF EA EA LF EA EA LF EA	1.000  949.000 1692.000 2.000 4.000 1.000 1.000 120.000 2054.000 1.000 6.000 1.000 48.100 12.400 3194.000 1549.000	11311.00000  24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 11.30000 80.70000 1182.75000 4532.10000 9255.20000 385.45000 485.85000 7.85000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80 1182.75 27192.60 9255.20 18540.15 6024.54 11338.70 12159.65
Vill Mo 0001 Mo 0157 0158 0159 0160 0161 0162 0163 0164 0165 0166 0167 0168 0170 0171	SUBCONTRACTOR: Use Quote: Ye  0000100000-N  5325600000-E  5326200000-E  5540000000-E  5606000000-E  5691100000-E  5691300000-E  5775000000-E  5775000000-E  5782000000-E  5801000000-E  5804000000-E  5804000000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M 4" SANITARY 8" SANITARY SANITARY SEW 4' DIA UTILI 5' DIA UTILI UTILITY MANH UTILITY MANH ABANDON 8" U ABANDON 12" REMOVE FIRE	LS LF EA EA EA LF EA EA LF EA EA EA	1.000  949.000 1692.000 2.000 4.000 1.000 1.000 2054.000 1.000 6.000 1.000 48.100 12.400 3194.000 1.000	11311.00000  24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 11.30000 80.70000 1182.75000 4532.10000 9255.20000 385.45000 485.85000 7.85000 1428.00000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80 1182.75 27192.60 9255.20 18540.15 6024.54 11338.70 12159.65 1428.00
7ill  0001  Mc 0157 0158 0159 0160 0161 0162 0163 0164 0165 0166 0167 0168 0170 0171 0172	SUBCONTRACTOR: Use Quote: Ye  0000100000-N  5325600000-E  5326200000-E  5540000000-E  5558000000-E  5691100000-E  5691300000-E  5768000000-E  5775000000-E  5776000000-E  5782000000-E  580400000-E  580400000-E  580400000-N  5828000000-N	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M 4" SANITARY 8" SANITARY SANITARY SEW 4' DIA UTILI 5' DIA UTILI UTILITY MANH UTILITY MANH UTILITY MANH ABANDON 12" REMOVE FIRE REMOVE UTILI	R CONS LS LF EA EA EA LF EA EA LF EA EA EA	1.000  949.000 1692.000 2.000 4.000 1.000 1.000 1.000 6.000 1.000 48.100 12.400 3194.000 1.000 7.000	11311.00000  24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 4532.10000 9255.20000 385.45000 485.85000 3.55000 7.85000 1428.00000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80 1182.75 27192.60 9255.20 18540.15 6024.54 11338.70 12159.65 1428.00 10458.00
Vill  0001  Mc 0157 0158 0159 0160 0161 0162 0163 0164 0165 0166 0167 0168 0170 0171 0172 0173	SUBCONTRACTOR: Use Quote: Ye  0000100000-N bb 5325600000-E 5326200000-E 5540000000-E 5558000000-E 5643100000-E 5691100000-E 5691300000-E 5768000000-E 5776000000-E 5776000000-E 5782000000-E 5782000000-E 5804000000-E	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M 4" SANITARY 8" SANITARY SANITARY SEW 4' DIA UTILI UTILITY MANH UTILITY MANH UTILITY MANH UTILITY MANH ABANDON 8" U ABANDON 12" REMOVE FIRE REMOVE UTILI 16" ENCASEME	R CONS LS LF EA EA EA LF EA EA LF EA LF LF LF EA EA	1.000  949.000 1692.000 2.000 4.000 1.000 1.000 120.000 2054.000 1.000 48.100 12.400 3194.000 1549.000 1.000 7.000 220.000	11311.00000  24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 11.30000 80.70000 1182.75000 4532.10000 9255.20000 385.45000 485.85000 7.85000 1428.00000 1494.00000 60.75000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80 1182.75 27192.60 9255.20 18540.15 6024.54 11338.70 12159.65 1428.00 10458.00 13365.00
Will 0001 Mc 0157 0158 0159 0160 0161 0162 0163 0164 0165 0166 0167 0168 0167 0170 0171 0172 0173 0174	SUBCONTRACTOR: Use Quote: Ye  0000100000-N  5325600000-E  5326200000-E  5540000000-E  5558000000-E  5691100000-E  5691300000-E  5768000000-E  5775000000-E  5776000000-E  5782000000-E  580400000-E  580400000-E  580400000-N  5828000000-N	3153 MCARTHUIS  MOBILIZATION  6" WATER LIN 12" WATER LI 6" VALVE 12" VALVE 2" BLOW OFF 3/4" WATER M 4" SANITARY 8" SANITARY SANITARY SEW 4' DIA UTILI 5' DIA UTILI UTILITY MANH UTILITY MANH UTILITY MANH ABANDON 12" REMOVE FIRE REMOVE UTILI	R CONS LS LF EA EA EA EA LF EA EA LF LF LF LF LF LF LF LF LF LF LF	1.000  949.000 1692.000 2.000 4.000 1.000 1.000 1.000 6.000 1.000 48.100 12.400 3194.000 1.000 7.000	11311.00000  24.55000 42.55000 977.35000 2422.50000 1779.40000 1385.45000 4532.10000 9255.20000 385.45000 485.85000 3.55000 7.85000 1428.00000	11311.00 23297.95 71994.60 1954.70 9690.00 1779.40 1385.45 1356.00 165757.80 1182.75 27192.60 9255.20 18540.15 6024.54 11338.70 12159.65 1428.00 10458.00

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )

555,116

Check: 4D63394C Page 29

## NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION DATE:11-18-14 DBE COMMITMENT ITEMS PAGE: 30

LINE ITEM ITEM UNIT SUBCONTRACTOR SUBCONTRACTOR EXTENDED DESC. TYPE QUANTITY UNIT PRICE AMOUNT NO. NO. \_\_\_\_\_\_ DBE SUBCONTRACTOR: 4259 AL'S MASONRY Will Use Quote: Yes 0062 2286000000-N MASNRY DRAIN EA 58.000 800.00000 46400.00 0063 2297000000-E MASNRY DRAIN CY 9.171 675.00000 6190.42 0064 2308000000-E MASNRY DRAIN LF 62.900 195.00000 12265.50 0065 2354200000-N EPAME W/CRATERA 2.000 500.00000 7.000 500.00000 1.000 500.00000 11.000 500.00000 16.000 500.00000 0065 2354200000-N FRAME W/GRAT EA 1000.00 3500.00 0066 2364000000-N FRAME W/2GRT EA 0067 2364200000-N FRAME W/2GRT EA 500.00 5500.00 0068 2365000000-N FRAME W/2GRT EA 0069 2366000000-N FRAME W/2GRT EA 0070 2367000000-N FRAME W/2GRT EA 5.000 500.00000 2500.00 

 13.000
 500.00000
 6500.00

 5.000
 450.00000
 2250.00

 0071 2374000000-N FRAME-GRT-HD EA 0072 2396000000-N FRAME W/COVE EA DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 94,605.93 Committed DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 94,605. DBE SUBCONTRACTOR: 3153 MCARTHUR CONSTRUCTION COMPANY Will Use Quote: Yes . . . . 12022 00000

	0000100000-N	MOB	ILIZATION	LS	1.000	12033.00000	12033.00
	ob 0318000000-E	FND	CONDIT M	TON	950.000	6.00000	5700.00
Lá	abor ONLY						
0015	0320000000-Е	FND	CONDIT G	SY	2970.000	3.25000	9652.50
0016	0335200000-E	15"	DRAINAGE	LF	292.000	24.10000	7037.20
0017	0335300000-E	18"	DRAINAGE	LF	680.000	26.10000	17748.00
0018	0335850000-E	* * "	DRAINAGE	EΑ	4.000	585.00000	2340.00
0019	0343000000-E	15"	SIDE DRA	LF	160.000	24.10000	3856.00
0020	0344000000-E	18"	SIDE DRA	LF	196.000	26.10000	5115.60
0021	0366000000-E	15"	RC PIPE	LF	592.000	27.95000	16546.40
0022	0372000000-E	18"	RC PIPE	LF	248.000	32.30000	8010.40
0023	0378000000-E	24"	RC PIPE	LF	348.000	35.85000	12475.80
0024	0384000000-E	30"	RC PIPE	LF	204.000	54.40000	11097.60
0025	0390000000-E	36"	RC PIPE	LF	88.000	75.55000	6648.40
0026	0396000000-E	42"	RC PIPE	LF	576.000	100.35000	57801.60
0027	0408000000-E	54"	RC PIPE	$_{ m LF}$	176.000	153.70000	27051.20
0028	0414000000-E	60 <b>"</b>	RC PIPE	LF	68.000	199.55000	13569.40
0038	0594000000-E	24"	CS PIPE	LF	28.000	38.25000	1071.00
0037	0588000000-E	18"	CS PIPE	LF	76.000	26.10000	1983.60
0036	0582000000-E	15"	CS PIPE	LF	24.000	24.10000	578.40
0035	0448700000-E	42"	RCP CULV	LF	196.000	132.45000	25960.20
0034	0448600000-E	36"	RCP CULV	LF	848.000	98.00000	83104.00
0033	0448500000-E	30"	RCP CULV	$_{ m LF}$	416.000	71.95000	29931.20
0032	0448400000-E	24"	RCP CULV	$_{ m LF}$	796.000	43.80000	34864.80
0031	0448300000-E	18"	RCP CULV	LF	960.000	29.95000	28752.00
0030	0448200000-E	15"	RCP CULV	LF	1548.000	27.25000	42183.00
0029	042000000-E	66"	RC PIPE	LF	376.000	256.65000	96500.40

Check: 4D63394C Page 30

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION DATE:11-18-14

DBE COMMITMENT ITEMS PAGE: 31

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LINE ITEM ITEM UNIT SUBCONTRACTOR SUBCONTRACTOR EXTENDED

NO. NO. DESC. TYPE QUANTITY UNIT PRICE AMOUNT

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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 561,611.70 Committed

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) 561,611

TOTAL DBE COMMITMENT FOR VENDOR: Entered: 19.50% or 2586699.66

Required: 11.00% or 1459174.42

<GOAL MET>

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THIS PROPOSAL	CONTAINS	THE	FOLLOWING	ERRORS	/WARNINGS	(TF A	NY '

I Hereby certify that I have the authority to submit this bid.

This Bid contains 0 amendment files

### Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

Signature Agency Date

Page: 1 of 15

Lina	ltom Ni imbor		Contract Item Sheets For C2		TI:4 D: J	Amaunt
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
			ROADWAY ITEMS			
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	663,000.00	663,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	80,000.00	80,000.00
0003	0001000000-E	200	CLEARING & GRUBBING ACRE(S)	Lump Sum LS	950,000.00	950,000.00
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	2 ACR	7,000.00	14,000.00
0005	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ************************************	Lump Sum LS	13,000.00	13,000.00
0006	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ************************************	Lump Sum LS	13,000.00	13,000.00
0007	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ************************************	Lump Sum LS	15,850.00	15,850.00
8000	0134000000-E	240	DRAINAGE DITCH EXCAVATION	2,500 CY	4.00	10,000.00
0009	0141000000-E	240	BERM DITCH CONSTRUCTION	1,200 LF	7.00	8,400.00
0010	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	27,800 SY	2.75	76,450.00
0011	0192000000-N	260	PROOF ROLLING	14 HR	400.00	5,600.00
0012	0195000000-E	265	SELECT GRANULAR MATERIAL	5,300 CY	5.00	26,500.00
0013	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	5,900 SY	1.20	7,080.00
0014	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	950 TON	34.00	32,300.00
0015	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	2,970 SY	3.25	9,652.50
0016	0335200000-E	305	15" DRAINAGE PIPE	292 LF	24.10	7,037.20
0017	0335300000-E	305	18" DRAINAGE PIPE	680 LF	26.10	17,748.00
0018	0335850000-E	305	**" DRAINAGE PIPE ELBOWS (15")	4 EA	585.00	2,340.00

Page: 2 of 15

			Contract Item Sheets For C	203503		
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	0343000000-E	310	15" SIDE DRAIN PIPE	160 LF	24.10	3,856.00
0020	0344000000-E	310	18" SIDE DRAIN PIPE	196 LF	26.10	5,115.60
0021	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	592 LF	27.95	16,546.40
0022	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	248 LF	32.30	8,010.40
0023	0378000000-E	310	24" RC PIPE CULVERTS, CLASS	348 LF	35.85	12,475.80
0024	0384000000-E	310	30" RC PIPE CULVERTS, CLASS	204 LF	54.40	11,097.60
0025	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	88 LF	75.55	6,648.40
0026	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	576 LF	100.35	57,801.60
0027	0408000000-E	310	54" RC PIPE CULVERTS, CLASS III	176 LF	153.70	27,051.20
0028	0414000000-E	310	60" RC PIPE CULVERTS, CLASS III	68 LF	199.55	13,569.40
0029	0420000000-E	310	66" RC PIPE CULVERTS, CLASS III	376 LF	256.65	96,500.40
0030	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1,548 LF	27.25	42,183.00
0031	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	960 LF	29.95	28,752.00
0032	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	796 LF	43.80	34,864.80
0033	0448500000-E	310		416 LF	71.95	29,931.20
0034	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	848 LF	98.00	83,104.00
0035	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	196 LF	132.45	25,960.20
0036	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	24 LF	24.10	578.40

Page: 3 of 15

			Contract Item Sheets For C2	203503		
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0037	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	76 LF	26.10	1,983.60
0038	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	28 LF	38.25	1,071.00
0039	0995000000-E	340	PIPE REMOVAL	393 LF	10.00	3,930.00
0040	1000000000-E	462		290 SY	100.00	29,000.00
0041	1011000000-N	500	FINE GRADING	Lump Sum LS	412,000.00	412,000.00
0042	1099500000-E	505	SHALLOW UNDERCUT	300 CY	10.00	3,000.00
0043	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	600 TON	30.00	18,000.00
0044	1220000000-E	 545	INCIDENTAL STONE BASE	500 TON	32.00	16,000.00
0045	1330000000-E	607	INCIDENTAL MILLING	600 SY	6.95	4,170.00
0046	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	4,400 TON	45.35	199,540.00
0047	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	7,300 TON	39.10	285,430.00
0048	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,600 TON	43.55	113,230.00
0049	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	9,500 TON	42.80	406,600.00
0050	1525000000-E	610	TYPE SF9.5A	1,500 TON	50.15	75,225.00
0051	1693000000-E		ASPHALT PLANT MIX, PAVEMENT REPAIR	300 TON	200.00	60,000.00
0052	2022000000-E		SUBDRAIN EXCAVATION	1,599.4 CY	25.00	
0053	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	4,760 SY	4.75	22,610.00
0054	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	799.7 CY	70.00	55,979.00

Page: 4 of 15

			Contract Item Sheets For C2	03503		
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0055	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	4,760 LF	16.00	76,160.00
0056	2070000000-N	815	SUBDRAIN PIPE OUTLET	10 EA	350.00	3,500.00
0057	2077000000-E	815	6" OUTLET PIPE	60 LF	30.00	1,800.00
0058	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	1 EA	400.00	400.00
0059	2209000000-E	838	ENDWALLS	7.9 CY	800.00	6,320.00
0060	2220000000-E	838	REINFORCED ENDWALLS	11.9 CY	850.00	10,115.00
0061	2253000000-E	840	PIPE COLLARS	0.798 CY	487.50	389.03
0062	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	58 EA	800.00	46,400.00
0063	2297000000-E	840	MASONRY DRAINAGE STRUCTURES	9.171 CY	675.00	6,190.43
0064	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	62.9 LF	195.00	12,265.50
0065	2354200000-N	840	FRAME WITH GRATE, STD 840.24	2 EA	500.00	1,000.00
0066	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	7 EA	500.00	3,500.00
0067	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	1 EA	500.00	500.00
0068	2365000000-N	840		11 EA	500.00	5,500.00
0069	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	16 EA	500.00	8,000.00
0070	2367000000-N	840		5 EA	500.00	2,500.00
0071	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	13 EA	500.00	6,500.00
0072	2396000000-N	840	FRAME WITH COVER, STD 840.54	5 EA	450.00	2,250.00

Page	:	5	of	15	

			Contract Item Sheets For C2			
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0073	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	3 EA	450.00	1,350.00
0074	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	7 EA	450.00	3,150.00
0075	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	5,560 LF	12.00	66,720.00
0076	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,240 LF	14.55	18,042.00
0077	2556000000-E	846	SHOULDER BERM GUTTER	280 LF	17.00	4,760.00
0078	2570000000-N	SP	MODIFIED CONCRETE FLUME	2 EA	1,250.00	2,500.00
0079	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	350 LF	25.00	8,750.00
0800	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	800 SY	42.77	34,216.00
0081	2815000000-N	858	ADJUSTMENT OF DROP INLETS	5 EA	195.00	975.00
0082	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA	300.00	300.00
0083	3030000000-E	862	STEEL BM GUARDRAIL	2,450 LF	14.35	35,157.50
0084	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	25 EA	25.00	625.00
0085	3180000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE ************************************	5 EA	500.00	2,500.00
0086	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	3 EA	450.00	1,350.00
0087	327000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	9 EA	1,700.00	15,300.00
0088	3285000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE M-350	2 EA	1,600.00	3,200.00
0089	3317000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE B-77	8 EA	1,000.00	8,000.00
0090	3360000000-E	863	REMOVE EXISTING GUARDRAIL	1,500 LF	1.00	1,500.00
0091	3380000000-E	862	TEMPORARY STEEL BM GUARDRAIL	225 LF	7.00	1,575.00

Page: 6 of 15

			Contract Item Sheets For C20	em Sheets For C203503				
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid		
0092	3382000000-E	862	TEMPORARY STEEL BM GUARDRAIL (SHOP CURVED)	275 LF	7.00	1,925.00		
0093	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ************************************	2 EA	1,000.00	2,000.00		
0094	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ************************************	1 EA	500.00	500.00		
0095	3389100000-N	SP	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE 350	1 EA	1,000.00	1,000.00		
0096	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	6,700 LF	1.80	12,060.00		
0097	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	440 EA	18.00	7,920.00		
0098	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	90 EA	25.00	2,250.00		
0099	3628000000-E	876	RIP RAP, CLASS I	680 TON	58.00	39,440.00		
0100	3649000000-E	876	RIP RAP, CLASS B	180 TON	52.00	9,360.00		
0101	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	4,210 SY	2.00	8,420.00		
0102	4048000000-E	902	REINFORCED CONCRETE SIGN FOUN- DATIONS	20 CY	650.00	13,000.00		
0103	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDA- TIONS	1 CY	450.00	450.00		
0104	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	11,573 LB	3.90	45,134.70		
0105	4066000000-E	903	SUPPORTS, SIMPLE STEEL BEAM	3,563 LB	2.75	9,798.25		
0106	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	1,609 LF	3.90	6,275.10		
0107	4096000000-N	904	SIGN ERECTION, TYPE D	14 EA	65.00	910.00		
0108	4102000000-N	904	SIGN ERECTION, TYPE E	69 EA	45.00	3,105.00		
0109	4108000000-N	904	SIGN ERECTION, TYPE F	17 EA	65.00	1,105.00		

0119 4415000000-N

0120 4420000000-N

0121 4422000000-N

0122 4430000000-N

0123 4435000000-N

0124 4445000000-E

0125 4455000000-N

0126 4465000000-N

0127 4470000000-N

1115 FLASHING ARROW BOARD

SIGN

1130 DRUMS

1135 CONES

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1150 FLAGGER

1120 PORTABLE CHANGEABLE MESSAGE

1120 PORTABLE CHANGEABLE MESSAGE

SIGN (SHORT TERM)

1145 BARRICADES (TYPE III)

1160 TEMPORARY CRASH CUSHIONS

1160 RESET TEMPORARY CRASH CUSHION

Page: 7 of 15	F	-	North Carolina Department Of 1		8, 2015 9:42 am	Jan 0
			Contract Item Sheets For C2			
Amount Bid	Unit Bid Price	Quantity Unit	Description	Sec #	ItemNumber	Line #
4,275.00	475.00	9 EA	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	904	4110000000-N	0110
190.00	95.00	2 EA	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	904	4116100000-N	 0111
1,500.00	750.00	2 EA	DISPOSAL OF SIGN SYSTEM, OVER- HEAD	907	4149000000-N	0112
83.00	1.00	83 EA	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	907	4155000000-N	0113
2.00	1.00	2 EA	DISPOSAL OF SUPPORT, U-CHANNEL	907	4192000000-N	0114
1,500.00	1,500.00	Lump Sum LS	GENERIC SIGNING ITEM DISPOSAL OF FLASHER SYSTEM	SP	437000000-N	0115
4,262.05	3.95	1,079 SF	WORK ZONE SIGNS (STATIONARY)	1110	440000000-E	0116
8,448.00	22.00	384 SF	WORK ZONE SIGNS (PORTABLE)	1110	4405000000-E	0117
888.00	6.00	148 SF	WORK ZONE SIGNS (BARRICADE MOUNTED)	1110	4410000000-E	0118

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25,000.00

2,100.00

17,850.00

1,000.00

3,744.00

8,000.00

9,500.00

3,700.00

Page: 8 of 15

	Contract Item Sheets For C203503					
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0128	4480000000-N	1165	TMA	2 EA	15,000.00	30,000.00
0129	4485000000-E	1170	PORTABLE CONCRETE BARRIER	850 LF	25.75	21,887.50
0130	4500000000-E	1170	RESET PORTABLE CONCRETE BAR- RIER	470 LF	7.00	3,290.00
0131	4510000000-N	SP	LAW ENFORCEMENT	200 HR	30.00	6,000.00
0132	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	200 EA	10.00	2,000.00
0133	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	42,191 LF	0.53	22,361.23
0134	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	20,553 LF	0.62	12,742.86
0135	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,800 LF	3.00	5,400.00
0136	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	350 LF	3.00	1,050.00
0137	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	348 LF	15.00	5,220.00
0138	4721000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	6 EA	100.00	600.00
0139	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	59 EA	125.00	7,375.00
0140	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (III)	930 LF	3.00	2,790.00
0141	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)	1,640 LF	1.75	2,870.00
0142	4780000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (8") (III)	85 LF	6.00	510.00
0143	4805000000-N	1205	COLD APPLIED PLASTIC PAVEMENT MARKING SYMBOL, TYPE ** (III)	1 EA	325.00	325.00

Page: 9 of 15

Contract Item Sheets For C203503						
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0144	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	219,918 LF	0.17	37,386.06
0145	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	1,442 LF	1.00	1,442.00
0146	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	1,156 LF	2.00	2,312.00
0147	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	172 EA	35.00	6,020.00
0148	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	9,927 LF	0.75	7,445.25
0149	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	283 LF	3.00	849.00
0150	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	20 EA	35.00	700.00
 0151	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	563 EA	10.00	5,630.00
0152	4935000000-N	1267	FLEXIBLE DELINEATORS (CRYSTAL)	40 EA	35.00	1,400.00
0153	4940000000-N	1267	FLEXIBLE DELINEATORS (YELLOW)	22 EA	35.00	770.00
0154	4945000000-N	1267	FLEXIBLE DELINEATORS (CRYSTAL & RED)	20 EA	35.00	700.00
0155	4950000000-N	1267	FLEXIBLE DELINEATORS (YELLOW & RED)	20 EA	35.00	700.00
0156	5319000000-E	1505	CLASS B CONCRETE FOR ENCASING UTILITY LINES	15.5 CY	250.00	3,875.00
0157	5325600000-E	1510	6" WATER LINE	949 LF	24.55	23,297.95
0158	5326200000-E	1510	12" WATER LINE	1,692 LF	42.55	71,994.60
0159	5540000000-E	1515	6" VALVE	2 EA	977.35	1,954.70
0160	5558000000-E	1515	12" VALVE	4 EA	2,422.50	9,690.00
0161	5606000000-E	1515	2" BLOW OFF	1 EA	1,779.40	1,779.40

Page: 10 of 15

Contract Item Sheets For C203503						
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0162	5643100000-E	1515	3/4" WATER METER	1 EA	1,385.45	1,385.45
0163	5691100000-E	1520	4" SANITARY GRAVITY SEWER	120 LF	11.30	1,356.00
0164	5691300000-E		8" SANITARY GRAVITY SEWER	2,054 LF	80.70	165,757.80
0165	5768000000-N		SANITARY SEWER CLEAN-OUT	1 EA	1,182.75	1,182.75
0166	5775000000-E	1525	4' DIA UTILITY MANHOLE	6 EA	4,532.10	27,192.60
0167	5776000000-E	1525	5' DIA UTILITY MANHOLE	1 EA	9,255.20	9,255.20
0168	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	48.1 LF	385.45	18,540.15
0169	5782000000-E	1525	UTILITY MANHOLE WALL, 5' DIA	12.4 LF	485.85	6,024.54
0170	5801000000-E	1530	ABANDON 8" UTILITY PIPE	3,194 LF	3.55	11,338.70
0171	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,549 LF	7.85	12,159.65
0172	5815500000-N	1530	REMOVE FIRE HYDRANT	1 EA	1,428.00	1,428.00
0173	5828000000-N	1530	REMOVE UTILITY MANHOLE	7 EA	1,494.00	10,458.00
0174	5835700000-E	1540	16" ENCASEMENT PIPE	220 LF	60.75	13,365.00
0175	5871700000-E	1550	TRENCHLESS INSTALLATION OF 12" IN SOIL	244 LF	208.95	50,983.80
0176	5871900000-E	1550	TRENCHLESS INSTALLATION OF 16" IN SOIL	220 LF	279.70	61,534.00
0177	5882000000-N	SP	GENERIC UTILITY ITEM STEEL H-PILE PIER	7 EA	6,161.10	43,127.70
0178	6000000000-E	1605	TEMPORARY SILT FENCE	34,500 LF	1.50	51,750.00
0179	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	1,700 TON	51.00	86,700.00
0180	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	5,020 TON	52.00	261,040.00
0181	6012000000-E	1610	SEDIMENT CONTROL STONE	3,600 TON	43.00	154,800.00

Page: 11 of 15

	Contract Item Sheets For C203503						
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid	
0182	6015000000-E	1615	TEMPORARY MULCHING	96 ACR	660.00	63,360.00	
0183	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	4,600 LB	1.75	8,050.00	
0184	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	24.5 TON	965.00	23,642.50	
0185	6024000000-E	1622	TEMPORARY SLOPE DRAINS	4,000 LF	0.01	40.00	
0186	6029000000-E	SP	SAFETY FENCE	3,400 LF	1.50	5,100.00	
0187	6030000000-E	1630	SILT EXCAVATION	9,760 CY	10.00	97,600.00	
0188	6036000000-E	1631	MATTING FOR EROSION CONTROL	64,000 SY	1.25	80,000.00	
0189	6037000000-E	SP	COIR FIBER MAT	1,000 SY	3.00	3,000.00	
0190	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	1,900 SY	5.00	9,500.00	
 0191	6042000000-E	1632	1/4" HARDWARE CLOTH	3,700 LF	4.25	15,725.00	
0192	6043000000-E	SP	LOW PERMEABILITY GEOTEXTILE	315 SY	3.00	945.00	
0193	6071012000-E	SP	COIR FIBER WATTLE	4,300 LF	7.00	30,100.00	
0194	6071020000-E	SP	POLYACRYLAMIDE (PAM)	2,400 LB	8.00	19,200.00	
0195	6071030000-E	1640	COIR FIBER BAFFLE	3,820 LF	4.15	15,853.00	
0196	6071050000-E	SP	**" SKIMMER (1-1/2")	12 EA	800.00	9,600.00	
 0197	6071050000-E	SP	**" SKIMMER (2")	1 EA	800.00	800.00	
0198	6084000000-E	1660	SEEDING & MULCHING	78 ACR	1,400.00	109,200.00	
0199	6087000000-E	1660	MOWING	30 ACR	75.00	2,250.00	
0200	6090000000-E	1661	SEED FOR REPAIR SEEDING	1,000 LB	1.75	1,750.00	
0201	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	3 TON	965.00	2,895.00	

Page: 12 of 15

	Contract Item Sheets For C203503						
Amount Bid	Unit Bid Price	Quantity Unit	Description	Sec #	ItemNumber	Line #	
3,750.00	2.00	1,875 LB	SEED FOR SUPPLEMENTAL SEEDING	1662	6096000000-E	0202	
53,437.50	950.00	56.25 TON	FERTILIZER TOPDRESSING	1665	6108000000-E	0203	
1,500.00	50.00	30 MHR	SPECIALIZED HAND MOWING	1667	6114500000-N	0204	
54,000.00	450.00	120 EA	RESPONSE FOR EROSION CONTROL	SP	6117000000-N	0205	
3,000.00	1,000.00	3 ACR	REFORESTATION	1670	6123000000-E	0206	
4,830.00	3.00	1,610 LF	SIGNAL CABLE	1705	7060000000-E	0207	
7,800.00	650.00	12 EA	VEHICLE SIGNAL HEAD (12", 3 SECTION)	1705	7120000000-E	0208	
3,600.00	900.00	4 EA	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1705	7144000000-E	0209	
239.25	1.65	145 LF	MESSENGER CABLE (1/4")	1710	7252000000-E	0210	
617.50	3.25	190 LF	MESSENGER CABLE (3/8")	1710	7264000000-E	0211	
5,897.50	3.50	1,685 LF	UNPAVED TRENCHING FOR TEMP- ORARY LEAD-IN	1715	7300100000-E	0212	
3,000.00	750.00	4 EA	WOOD POLE	1720	7360000000-N	0213	
1,300.00	325.00	4 EA	GUY ASSEMBLY	1721	7372000000-N	0214	
600.00	200.00	3 EA	2" RISER WITH WEATHERHEAD	1722	7420000000-E	0215	
10,372.50	4.50	2,305 LF	INDUCTIVE LOOP SAWCUT	1725	7444000000-E	0216	
7,636.00	1.15	6,640 LF	LEAD-IN CABLE (************) (14-2)	1726	7456000000-E	0217	
150.00	150.00	1 EA	SIGN FOR SIGNALS	1745	7636000000-N	0218	
2,250.00	450.00	5 EA	GENERIC SIGNAL ITEM BACK FILL JUNCTION BOX	SP	7980000000-N	0219	
200.00	1.00	200 LF	GENERIC SIGNAL ITEM BACK PULL FIBER OPTIC CABLE	SP	7990000000-E	0220	

Jan 08, 2015 9:42 am

## North Carolina Department Of Transportation Contract Item Sheets For C203503

Page: 13 of 15

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount
		#		Unit	Price	Bid
			******* BEGIN SCHEDULE AA ******* (2 ALTERNATES)	****** ******		
0221 <b>AA1</b>	0022000000-E	225	UNCLASSIFIED EXCAVATION	330,000 CY	5.00	1,650,000.00
0222 <b>AA1</b>	0036000000-E	225	UNDERCUT EXCAVATION	8,605 CY	5.00	43,025.00
0223 <b>AA1</b>	1121000000-E	520	AGGREGATE BASE COURSE	3,600 TON	32.00	115,200.00
0224 <b>AA1</b>	1231000000-E	560	SHOULDER BORROW	6,600 CY	6.00	39,600.00
0225 <b>AA1</b>	1275000000-E	600	PRIME COAT	2,100 GAL	5.45	11,445.00
0226 <b>AA1</b>	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	7,000 TON	44.50	311,500.00
0227 <b>AA1</b>	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	8,700 TON	41.00	356,700.00
0228 <b>AA1</b>	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	2,070 TON	650.00	1,345,500.00
			*** OR ***			
0229 <b>AA2</b>	0022000000-E	225	UNCLASSIFIED EXCAVATION	337,000 CY		
0230 <b>AA2</b>	0036000000-E	225	UNDERCUT EXCAVATION	8,770 CY		
0231 <b>AA2</b>	1121000000-E	520	AGGREGATE BASE COURSE	34,800 TON		
0232 <b>AA2</b>	1231000000-E	560	SHOULDER BORROW	12,100 CY		
0233 <b>AA2</b>	1275000000-E	600	PRIME COAT	16,870 GAL		
0234 <b>AA2</b>	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	2,300 TON		
0235 <b>AA2</b>	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	370 TON		
0236 <b>AA2</b>	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,500 TON		

\*\*\*\*\* END SCHEDULE AA \*\*\*\*\*

Page: 14 of 15

	Contract Item Sheets For C203503						
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid	
0237	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ************************************	Lump Sum LS	41,500.00	41,500.00	
0238	8112730000-N	450	PDA TESTING	3 EA	3,100.00	9,300.00	
0239	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	21,035 SF	29.03	610,646.05	
0240	8161000000-E	420	GROOVING BRIDGE FLOORS	24,824 SF	0.49	12,163.76	
0241	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	272.7 CY	761.79	207,740.13	
0242	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***********************(46+73.19 -L- LT)	Lump Sum LS	44,875.00	44,875.00	
0243	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***********************(46+73.19 -L- RT)	Lump Sum LS	44,875.00	44,875.00	
0244	8210000000-N	422	BRIDGE APPROACH SLABS, STATION *******************(67+16.50 -L-)	Lump Sum LS	47,200.00	47,200.00	
0245	8217000000-E	425	REINFORCING STEEL (BRIDGE)	41,183 LB	1.03	42,418.49	
0246	8259000000-E	430	36" PRESTRESSED CONCRETE GIR- DERS	604.5 LF	164.69	99,555.11	
0247	8280000000-E	440	APPROX LBS STRUCTURAL STEEL	671,000 LS			
0248		450	HP12X53 STEEL PILES	3,720 LF	38.65	143,778.00	
0249	8384200000-E	450	HP14X73 GALVANIZED STEEL PILES	840 LF	62.95	52,878.00	
0250			PILE REDRIVES	34 EA	350.00	11,900.00	
0251	8503000000-E	460	CONCRETE BARRIER RAIL	829.13 LF	85.41	70,815.99	
0252	8531000000-E	462	4" SLOPE PROTECTION	900 SY	71.65	64,485.00	
0253	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	375 TON	61.59	23,096.25	
0254	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	415 SY	2.30	954.50	

Jan 08, 2015 9:42 am

# North Carolina Department Of Transportation Contract Item Sheets For C203503

Page: 15 of 15

\$13,265,221.98

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0255	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum LS	9,375.00	9,375.00
0256	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum LS	16,750.00	16,750.00
0257	8892000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE STAINING	2,649 SF	7.98	21,139.02
0258	8892000000-E	SP	GENERIC STRUCTURE ITEM PAINTING OF STRUCTURAL STEEL	2,879 SF	5.82	16,755.78

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

0942/Jan08/Q2172223.849/D1015475142000/E258

My Commission Expires:

## EXECUTION OF CONTRACT NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

### **CORPORATION**

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONT	RACTOR
Barnhill Contracting Company	
Barnhill Contracting Company Full name of Corporation	on
P. O. Box 7948, 800 Tiffany B1  Address as Prequalifie  Attest  Secretary/Assistant Socretary  Select appropriate title	President/Vice President Select appropriate title
Sophia B. Hardy Print or type Signer's name	Drew M. Johnson, P. E. Print or type Signer's name  CORPORATE SEAL
AFFIDAVIT MUST BE NO	OTARIZED
Subscribed and sworn to before me this the	
14th day of January 2015.  Julite Sessome  Signature of Notary Public	NOTARY SEAL
of Mash County  State of North Carolina	

Country Bladen

### DEBARMENT CERTIFICATION

### Conditions for certification:

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

Contract No.	C203503
County	Bladen

### **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.

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County (ies): <u>Bladen</u>
ACCEPTED BY THE DEPARTMENT OF TRANSPORTATION
Docusigned by: Randy A Lann
Contract Officer
1/21/2015
Date
Execution of Contract and Bonds Approved as to Form:
DocuSigned by:  TOM MOONE
Attorney General
1/21/2015

C203503

Contract No.

Date

### CONTRACT PAYMENT BOND

Date of Payment Bond Execution January 7, 2015 Name of Principal Contractor Barnhill Contracting Company Travelers Casualty and Surety Company of America Name of Surety: North Carolina Department of Transportation Name of Contracting Body: Raleigh, North Carolina Thirteen Million Two Hundred Sixty-Five Thousand Two Hundred Amount of Bond: Twenty-One & 98/100 (\$13,265,221.98) Contract ID No.: C203503; WBS 40226.3.FS1 Bladen 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

<u>Travelers Casualty and Surety Company of America</u>
Print or type Surety Company Name

By <u>Tara J. Smithwick, Attorney-In-Fact</u>
Print, stamp or type name of Attorney-in-Fact

<u>Jara</u> On Uhurick Signature of Attorney-in-Fact

Mathree Of Robertons
Signature of Witness

Katherine J. Robertson

Print or type Signer's name

Contract No.

## CONTRACT PAYMENT BOND

### **CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

## **Barnhill Contracting Company**

Full name of Corporation

P. O. Box 7948, Rocky Mount, N.C. 27804

Address as prequalified

Ву

Signature of Brasident, Vice President, Assistant Wice President Select appropriate title

Drew M. Johnson, P. E.

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary,

Select appropriate title

Sophia B. Hardy

Print or type Signer's name



### POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

228067

Certificate No.

006110338

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Barry C. Curtis, Cathy N. Hall, Shirley A. Johnson, Tara J. Smithwick, Sandra B. Fisher, Melinda Braddy, Robert M. Good, and Katherine James Robertson

of the City of	Durham		, State of	North Card	olina	, their true and la	awful Attorney(s)-in-Fact,
each in their separ other writings obl	ligatory in the na	nore than one is name ature thereof on beha	d above, to sign, executed above, to sign, execute all for the Companies		edge any and all bond paranteeing the fidelit	ds, recognizances, con ty of persons, guarant	ditional undertakings and eeing the performance of
IN WITNIESS W	HEDEOE the	lampeniae heya acyas	d this instrument to I	a airmad ald thairman	morata gaala ta ba ba	wata officed this	3rd
day of	er	2014 	ed this instrument, to	e signed and their cor	porate sears to be her	eto amxed, uns	
		Fidelity and Guara St. Paul Fire and M	lty Company nty Insurance Com nty Insurance Undo Iarine Insurance Co Insurance Company	erwriters, Inc. Ompany	Travelers Casu Travelers Casu	ury Insurance Compa nalty and Surety Con nalty and Surety Con Fidelity and Guarant	npany npany of America
1982 2000 1982 2000 1982	1977	WICORPORATED BY 1951	THE STANCE OF TH	SEAL S	APORAJE ON CONN	RD, OCONIN.	SELITY AND RESERVED TO SELITY AND RESERVED TO
State of Connectic				Ву:	Sill Robert	L. Raney, Senior Vice Pr	resident
Fire and Marine In Casualty and Sure	President of Far nsurance Compa ety Company of	ny, St. Paul Guardian America, and United	Insurance Company States Fidelity and C	Guaranty Insurance Co , St. Paul Mercury Insu	ompany, Fidelity and urance Company, Tra d that he, as such, be	Guaranty Insurance Unvelers Casualty and String authorized so to d	acknowledged himself to Inderwriters, Inc., St. Paul urety Company, Travelers Io, executed the foregoing
In Witness Where	•	et my hand and offici day of June, 2016.	al seal.	TREE NO.	W	Marie C. Tetreault,	Jatreault Notary Public

58440-8-12 Printed in U.S.A.

### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney in Fact number, the above-named individuals and the details of the bond to which the power is attached.

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution:	January 7, 2015
Name of Principal Contractor:	Barnhill Contracting Company
Name of Surety:	Travelers Casualty and Surety Company of America
Name of Contracting Body:	North Carolina Department of Transportation
	Raleigh, North Carolina
Amount of Bond:	Thirteen Million Two Hundred Sixty-Five Thousand Two Hundred Twenty-One & 98/100 (\$13,265,221.98)
Contract ID No.:	C203503; WBS40226.3.FS1
County Name:	Bladen

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

Travelers Casualty and Surety Company of America
Print or type Surety Company Name

By <u>Tara J. Smithwick, Attorney-In-Fact</u>
Print, stamp or type name of Attorney-in-Fact

Oarn O. Signature of Attorney-in-Fact

Hallner X Robertson Signature of Witness

Katherine J. Robertson

Print or type Signer's name

5417 S. Miami Blvd., Durham NC 27703

Address of Attorney-in-Fact

### CONTRACT PERFORMANCE BOND

### **CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

## **Barnhill Contracting Company**

Full name of Corporation

P.O. Box 7948, Rocky Mount, N.C. 27804

Address as prequalified

By

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

Drew M. Johnson, P. E.
Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary.

Select appropriate title

<u>Sophia B. Hardy</u>

Print or type Signer's name



### POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

228067

Certificate No.

te No. 006110339

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Barry C. Curtis, Cathy N. Hall, Shirley A. Johnson, Tara J. Smithwick, Sandra B. Fisher, Melinda Braddy, Robert M. Good, and Katherine James Robertson

of the City of	Durham		, State of	North Car	olina	. 1	their true and lawfu	ıl Attorney(s)-in-Fact,
each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.								
				Wall of				
IN WITNESS WE	<b>HEREOF</b> , the C	Companies have caused the 2014	nis instrument to be s	igned and their co	orporate seals	s to be hereto af	fixed, this	3rd
day of		·						
		Farmington Casualty of Fidelity and Guaranty Fidelity and Guaranty St. Paul Fire and Marist. Paul Guardian Inst	Insurance Compar Insurance Underw ine Insurance Com	riters, Inc.	Trave Trave	elers Casualty a elers Casualty a	surance Company nd Surety Compa nd Surety Compa y and Guaranty C	ny of America
(2000) (2	1977	MICORPORATED STATES	THE STATE OF THE S	RPORAJORA BEAL S	ORPORAZE CO	CONN.  WHARTFORD, OF THE PARTIES OF	HARTFORD &	HOOFGRIED EN THE STATE OF THE S
State of Connection City of Hartford s		·		Ву:		Nobert L. Ran	ey, Senior Vice Preside	ent .
Fire and Marine In Casualty and Sure	President of Far nsurance Compa ety Company of	October ay of	any, Fidelity and Gu surance Company, St tes Fidelity and Gua	aranty Insurance C . Paul Mercury Ins ranty Company, ar	Company, Fid surance Com nd that he, as	delity and Guara npany, Travelers s such, being au	nty Insurance Unde Casualty and Suret thorized so to do, e	y Company, Travelers
In Witness Wher My Commission e		et my hand and official s day of June, 2016.	eal.			May	in C. J	theoult ary Public

58440-8-12 Printed in U.S.A.

#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 20

















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-Ind-Back number, the above-named individuals and the details of the bond to which the power is attached.