#### C203536

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

# CONTRACT BONDS

FOR CONTRACT NO. C203536

WBS 34518.3.FR4 STP-0221(42)

T.I.P NO. <u>R-2915D</u>

COUNTY OF ASHE

THIS IS THE ROADWAY CONTRACT

ROUTE NUMBER US 221 LENGTH 4.080 MILES

LOCATION <u>US-221 FROM SOUTH OF NC-194 TO US-221 BYPASS.</u>

CONTRACTOR JAMES R. VANNOY & SONS CONSTRUCTION COMPANY, INC

ADDRESS P.O. BOX 635

**JEFFERSON, NC 286400635** 

BIDS OPENED	FEBRUARY 24, 2015
CONTRACT EXECUTION	ON3/9/2015

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

# **PROPOSAL**

# Includes Addendum No.1 dated February 4, 2015

DATE AND TIME OF BID OPENING: FEBRUARY 17, 2015 AT 2:00 PM

CONTRACT ID C203536

WBS 34518.3.FR4

FEDERAL-AID NO. STP-0221(42)

COUNTY ASHE

T.I.P. NO. R-2915D

MILES 4.080

ROUTE NO. US 221

LOCATION US-221 FROM SOUTH OF NC-194 TO US-221 BYPASS.

TYPE OF WORK GRADING, DRAINAGE, PAVING, SIGNALS & CULVERT.

#### NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

\_\_\_\_\_

# PROPOSAL FOR THE CONSTRUCTION OF CONTRACT No. C203536 IN ASHE COUNTY, NORTH CAROLINA

Date_	20

# DEPARTMENT OF TRANSPORTATION, RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. <a href="Months: C203536">C203536</a>; 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>C203536</u> in <u>Ashe 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.



State Contract Officer
Docusigned by:
Randy A Lam

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# **PROJECT SPECIAL PROVISIONS**

#### **GENERAL**

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

(8-15-00) (Rev. 12-18-07)

108

SP1 G07 A

The date of availability for this contract is **March 30, 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 **February 28, 2019**.

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

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

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

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

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **March 30, 2015**.

The completion date for this intermediate contract time is **September 1, 2018**.

The liquidated damages for this intermediate contract time are **Two Thousand Dollars** (\$ 2000.00) per calendar day.

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

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

(2-20-07) 108 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 221, US 221 BUS., and NC 163 during the following time restrictions:

# DAY AND TIME RESTRICTIONS Monday thru Friday 7:00 A.M to 8:30 A.M.

In addition, the Contractor shall not close or narrow a lane of traffic on US 221, US 221 BUS., and NC 163 detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

## HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

- 1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
- 2. For **New Year's Day**, between the hours of **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.
- 4. For **Memorial Day**, between the hours of **7:00 A.M.** Friday and **6:00 P.M.** Tuesday.
- 5. For **Independence Day**, between the hours of **7:00 A.M.** the day before Independence 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.
- 9. For "Christmas in July" celebration, the first weekend in July, between the hours of 7:00 A.M. Friday and 6:00 P.M. Monday.

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 **One Thousand Dollars** (\$ **1000.00**) per hour.

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

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

108

SP1 G14 H

The Contractor shall complete the work required of **Phase I, Steps 3 thru 5** as shown on Sheet(s) **TMP-3** 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 **twenty-eight (28)** consecutive calendar days after and including the date the Contractor begins this work.

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

#### **INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:**

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

108

SP1 G14 I

The Contractor shall complete the work required of **Phase I, Steps 6 thru 8** as shown on Sheet(s) **TMP- 3** 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 **twenty-one** (21) consecutive calendar days after and including the date the Contractor begins this work.

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

# **INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:**

(2-20-07) (Rev. 6-18-13) 108 SPI G14

The Contractor shall complete the work required of **Phase III**, **Steps 2 thru 4** as shown on Sheet(s) **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 **forty** (40) consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Dollars** (\$ 1000.00) 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.

#### **CONSTRUCTION MORATORIUM:**

(01-06-12) SPI 1-15

No in-water work or land disturbance within the 25 ft wide buffer zone will be allowed from October 15 through April 15 of any year.

#### **DELAY IN RIGHT OF ENTRY:**

(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>
004	Barry K. & Sandra T. Liddle	March 2, 2015

# **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

66 - Asphalt Concrete Intermediate Course, Type I19.0C

68 - Asphalt Concrete Surface Course, Type S9.5C

236 - Unclassified Excavation

OR

66 - Asphalt Concrete Intermediate Course, Type I19.0C

68 - Asphalt Concrete Surface Course, Type S9.5C

241 - Unclassified Excavation

244 - Asphalt Concrete Base Course, Type B25.0C

#### **SPECIALTY ITEMS:**

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

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

Line #	Description
101 thru 110	Guardrail
111 thru 115	Fencing
122 thru 136	Signing
151 thru 154,	Long-Life Pavement Markings
160, 161	
166	Permanent Pavement Markers
167 thru 176	Utility Construction
177 thru 207	Erosion Control
208 thru 209	Reforestation
210 thru 235	Signals/ITS System

#### **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 \$ 2.0538 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:

- 6/30/15)	2015	10 % of Total Amount Bid
- 6/30/16)	2016	39 % of Total Amount Bid
- 6/30/17)	2017	29 % of Total Amount Bid
- 6/30/18)	2018	19 % of Total Amount Bid
- 6/30/19)	2019	3 % 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)

SP1 G61

#### **Description**

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

#### **Definitions**

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will <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 Subcontractor.pdf

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).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 8.0 %

- (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.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid

opening the Business 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) SPI 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 SP1 G112 B

Subsurface information is available on the roadway 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 SP1 G118

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 SPI 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.

#### **MAINTENANCE OF THE PROJECT:**

(11-20-07) (Rev. 1-17-12) 104-10 SPI 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.

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

(12-15-09)

107-1

SP1 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) SPI 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)

05-16, 225-2, 16

SP1 G180

#### General

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

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

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

### **Roles and Responsibilities**

(A) Certified Erosion and Sediment Control/Stormwater Supervisor - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for

conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:

- (1) Manage Operations Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
  - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
  - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
  - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
  - (d) Implement the erosion and sediment control/stormwater site plans requested.
  - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
  - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
  - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
  - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
  - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
  - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references NCG010000, General Permit to Discharge Stormwater under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities

disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:

- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
- (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, 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 Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III Certified Designer on the design of the project erosion and sediment control/stormwater plan.

#### **Preconstruction Meeting**

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

# **Ethical Responsibility**

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

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

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

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

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

(I) Suspension or revocation of one's certification by another entity.

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

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

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

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

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

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

#### **Measurement and Payment**

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 SPI 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:

(9-18-12) SPI G185

Revise the 2012 Standard Specifications as follows:

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.

### PROJECT SPECIAL PROVISIONS

# **ROADWAY**

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

(4-6-06) (Rev. 1-17-12) 200 SP2 R02B

Perform clearing on this project to the limits established by Method "III" shown on Standard Drawing No. 200.03 of the 2012 Roadway Standard Drawings.

# **BUILDING REMOVAL:**

(1-1-02) (Rev. 4-16-13) 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 (Item No. 1)

Parcel 007, 470+15 -L- to 470+50 -L- Left, 1 story brick dwelling, approximately 1305 sf, Partially outside Right of Way and/or construction limits.

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. (This paragraph pertains to Item #1 as listed above.\_

### 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.

# PREPARATION OF SUBGRADE AND BASE: 610

(1-16-96) 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.

### **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				
Existing Surface	Target Rate (gal/sy)			
Existing Surface	<b>Emulsified Asphalt</b>			
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:

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	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°F <sup>A</sup>					
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

SP6 R20

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) 609

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 \$ 578.85 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **January 1, 2015**.

### **GUARDRAIL ANCHOR UNITS, TYPE 350 TL-2:**

(10-21-08) (Rev. 2-17-15)

862

SP8 R64

### **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 (X-Tension) as manufactured by:

Barrier Systems, Inc. c/o Transportation Equipment Services Inc. 420 Boardwalk Dr. Youngsville, NC 27596 Telephone: 877-499-8727

Guardrail anchor unit (ET-Plus) 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 2 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 350 TL-2Each

# **GUARDRAIL ANCHOR UNITS, TYPE 350 (TL-3):**

(4-20-04) (Rev. 2-17-15) 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 (X-Tension) as manufactured by:

Barrier Systems, Inc. c/o Transportation Equipment Services Inc. 420 Boardwalk Dr. Youngsville, NC 27596 Telephone: 877-499-8727

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

### TEMPORARY 4 STRAND BARBED WIRE FENCE WITH POSTS:

### **Description**

Construct temporary barbed wire fence with posts at locations indicated in the plans and as directed by the Engineer. After the fence has served its purpose and is no longer needed, as determined by the Engineer, it shall be removed. The temporary fence becomes the property of the Contractor.

### **Materials**

Refer to Section 866 of the Standard Specifications.

### **Construction Methods**

Barbed wire fence shall be installed in accordance with Section 866 of the *Standard Specifications*, *Roadway Standard Drawing* 866.04, and as directed by the Engineer. The fence shall be maintained as directed by the Engineer.

### **Measurement and Payment**

Temporary 4 Strand Barbed Wire Fence With Posts will be measured and paid for as the actual number of linear feet of fence constructed and accepted, measured in place from center of end post to center of end post. All posts used for the barbed wire fence are included in the price of the barbed wire fence and will not be paid for separately. Such price and payment will be full compensation for all materials, labor, fence maintenance, removal, and incidentals, necessary to satisfactorily complete the work.

Payment will be made under:

Pay ItemPay UnitTemporary 4 Strand Barbed Wire Fence With PostsLinear Foot

# PREFORMED SCOUR HOLE WITH LEVEL SPREADER APRON:

(10-15-02) (Rev. 10-20-09) 410 SP8 R105

# **Description**

Construct and maintain preformed scour holes with spreader aprons at the locations shown on the plans and in accordance with the details in the plans. Work includes excavation, shaping and maintaining the hole and apron, furnishing and placing filter fabric, rip rap (class as specified in the plans) and permanent soil reinforcement matting.

### **Materials**

Item	Section
Plain Rip Rap	1042
Filter Fabric	1056

The permanent soil reinforcement matting shall be 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 4355	≥80 %
Porosity (Permanent Net)	ECTC Guidelines	≥85 %
Maximum Permissible Shear Stress (Vegetated)	Performance Bench	$\geq$ 8.0 lb/ft <sup>2</sup>
	Test	
Maximum Allowable Velocity (Vegetated)	Performance Bench	≥16.0 ft/s
	Test	

<sup>\*</sup>ASTM D1682 Tensile Strength and % strength retention of material after 1,000 hours of exposure.

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

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

### **Construction Methods**

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the 2012 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**

*Preformed Scour Holes with Level Spreader Aprons* will be measured and paid as the actual number incorporated into the completed and accepted work. Such price and payment will be full compensation for all work covered by this provision.

Payment will be made under:

Pay ItemPay UnitPreformed Scour Hole with Level Spreader ApronsEach

# 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.

# FOUNDATIONS AND ANCHOR ROD ASSEMBLIES FOR METAL POLES:

(1-17-12) (Rev. 5-21-13) 9, 14, 17 SP9 R05

# **Description**

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

Construct concrete foundations with the required resistances and dimensions and install anchor rod assemblies in accordance with the contract and accepted submittals. Construct drilled piers consisting of cast-in-place reinforced concrete cylindrical sections in excavated holes. Provide temporary casings or polymer slurry as needed to stabilize drilled pier excavations. Use a prequalified Drilled Pier Contractor to construct drilled piers for metal poles. Define "excavation" and "hole" as a drilled pier excavation and "pier" as a drilled pier.

This provision does not apply to materials and anchor rod assemblies for standard foundations for low level light standards. See Section 1405 of the 2012 Standard Specifications and Standard Drawing No. 1405.01 of the 2012 Roadway Standard Drawings for materials and anchor rod assemblies for standard foundations. For construction of standard foundations for low level light standards, standard foundations are considered footings in this provision.

This provision does not apply to foundations for signal pedestals; see Section 1743 of the 2012 Standard Specifications and Standard Drawing No. 1743.01 of the 2012 Roadway Standard Drawings.

### **Materials**

Refer to the 2012 Standard Specifications.

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

Provide Type 3 material certifications in accordance with Article 106-3 of the 2012 Standard Specifications for conduit, rollers, chairs and anchor rod assemblies. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store foundation and anchor rod assembly

materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

Use conduit type in accordance with the contract. Use Class A concrete for footings and pedestals, Class Drilled Pier concrete for drilled piers and Class AA concrete for grade beams and wings including portions of drilled piers above bottom of wings elevations. Corrugated temporary casings may be accepted at the discretion of the Engineer. A list of approved polymer slurry products is available from:

connect.ncdot.gov/resources/Geological/Pages/Products.aspx

Provide anchor rod assemblies in accordance with the contract consisting of the following:

- (A) Straight anchor rods,
- (B) Heavy hex top and leveling nuts and flat washers on exposed ends of rods, and
- (C) Nuts and either flat plates or washers on the other ends of anchor rods embedded in foundations.

Do not use lock washers. Use steel anchor rods, nuts and washers that meet ASTM F1554 for Grade 55 rods and Grade A nuts. Use steel plates and washers embedded in concrete with a thickness of at least 1/4". Galvanize anchor rods and exposed nuts and washers in accordance with Article 1076-4 of the 2012 Standard Specifications. It is not necessary to galvanize nuts, plates and washers embedded in concrete.

### **Construction Methods**

Install the required size and number of conduits in foundations in accordance with the plans and accepted submittals. Construct top of piers, footings, pedestals, grade beams and wings flat, level and within 1" of elevations shown in the plans or approved by the Engineer. Provide an Ordinary Surface finish in accordance with Subarticle 825-6(B) of the 2012 Standard Specifications for portions of foundations exposed above finished grade. Do not remove anchor bolt templates or pedestal or grade beam forms or erect metal poles or upright trusses onto foundations until concrete attains a compressive strength of at least 3,000 psi.

# (A) Drilled Piers

Before starting drilled pier construction, hold a predrill meeting to discuss the installation, monitoring and inspection of the drilled piers. Schedule this meeting after the Drilled Pier Contractor has mobilized to the site. The Resident or Division Traffic Engineer, Contractor and Drilled Pier Contractor Superintendent will attend this predrill meeting.

Do not excavate holes, install piles or allow equipment wheel loads or vibrations within 20 ft of completed piers until 16 hours after Drilled Pier concrete reaches initial set.

Check for correct drilled pier alignment and location before beginning drilling. Check plumbness of holes frequently during drilling.

Construct drilled piers with the minimum required diameters shown in the plans. Install piers with tip elevations no higher than shown in the plans or approved by the Engineer.

Excavate holes with equipment of the sizes required to construct drilled piers. Depending on the subsurface conditions encountered, drilling through rock and boulders may be required. Do not use blasting for drilled pier excavations.

Contain and dispose of drilling spoils and waste concrete as directed and in accordance with Section 802 of the 2012 Standard Specifications. Drilling spoils consist of all materials and fluids removed from excavations.

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

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

Use polymer slurry and additives to stabilize holes in accordance with the slurry manufacturer's recommendations. Provide mixing water and equipment suitable for polymer slurry. Maintain polymer slurry at all times so slurry meets Table 411-3 of the 2012 Standard Specifications except for sand content.

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

Remove soft and loose material from bottom of holes using augers to the satisfaction of the Engineer. Assemble rebar cages and place cages and Drilled Pier concrete in accordance with Subarticle 411-4(E) of the 2012 Standard Specifications except for the following:

- (1) Inspections for tip resistance and bottom cleanliness are not required,
- (2) Temporary casings may remain in place if approved, and
- (3) Concrete placement may be paused near the top of pier elevations for anchor rod assembly installation and conduit placement or
- (4) If applicable, concrete placement may be stopped at bottom of grade beam or wings elevations for grade beam or wing construction.

If wet placement of concrete is anticipated or encountered, do not place Drilled Pier concrete until a concrete placement procedure is approved. If applicable, temporary casings and fluids may be removed when concrete placement is paused or stopped in accordance with the exceptions above provided holes are stable. Remove contaminated concrete from exposed Drilled Pier concrete after removing casings and fluids. If holes are unstable, do not remove temporary casings until a procedure for placing anchor rod assemblies and conduit or constructing grade beams or wings is approved.

Use collars to extend drilled piers above finished grade. Remove collars after Drilled Pier concrete sets and round top edges of piers.

If drilled piers are questionable, pile integrity testing (PIT) and further investigation may be required in accordance with Article 411-5 of the 2012 Standard Specifications. A drilled pier will be considered defective in accordance with Subarticle 411-5(D) of the 2012 Standard Specifications and drilled pier acceptance is based in part on the criteria in Article 411-6 of the 2012 Standard Specifications except for the top of pier tolerances in Subarticle 411-6(C) of the 2012 Standard Specifications.

If a drilled pier is under further investigation, do not grout core holes, backfill around the pier or perform any work on the drilled pier until the Engineer accepts the pier. If the drilled pier is accepted, dewater and grout core holes and backfill around the pier with approved material to finished grade. If the Engineer determines a pier is unacceptable, remediation is required in accordance with Article 411-6 of the 2012 Standard Specifications. No extension of completion date or time will be allowed for remediation of unacceptable drilled piers or post repair testing.

Permanently embed a plate in or mark top of piers with the pier diameter and depth, size and number of vertical reinforcing bars and the minimum compressive strength of the concrete mix at 28 days.

### (B) Footings, Pedestals, Grade Beams and Wings

Excavate as necessary for footings, grade beams and wings in accordance with the plans, accepted submittals and Section 410 of the 2012 Standard Specifications. If unstable,

caving or sloughing materials are anticipated or encountered, shore foundation excavations as needed with an approved method. Notify the Engineer when foundation excavation is complete. Do not place concrete or reinforcing steel until excavation dimensions and foundation material are approved.

Construct cast-in-place reinforced concrete footings, pedestals, grade beams and wings with the dimensions shown in the plans and in accordance with Section 825 of the 2012 Standard Specifications. Use forms to construct portions of pedestals and grade beams protruding above finished grade. Provide a chamfer with a 3/4" horizontal width for pedestal and grade beam edges exposed above finished grade. Backfill and fill in accordance with Article 410-8 of the 2012 Standard Specifications. Proper compaction around footings and wings is critical for foundations to resist uplift and torsion forces. Place concrete against undisturbed soil and do not use forms for standard foundations for low level light standards.

# (C) Anchor Rod Assemblies

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

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

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

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

- (1) Turn leveling nuts onto anchor rods to a distance of one nut thickness between the top of foundation and bottom of leveling nuts. Place washers over anchor rods on top of leveling nuts.
- (2) Determine if nuts are level using a flat rigid template on top of washers. If necessary, lower leveling nuts to level the template in all directions or if applicable, lower nuts to tilt the template so the metal pole or upright truss will lean as shown in the plans. If leveling nuts and washers are not in full contact with the template, replace washers with galvanized beveled washers.
- (3) Verify the distance between the foundation and leveling nuts is no more than one nut thickness.

- (4) Place base plate with metal pole or upright truss over anchor rods on top of washers. High mount luminaires may be attached before erecting metal poles but do not attach cables, mast arms or trusses to metal poles or upright trusses at this time
- (5) Place washers over anchor rods on top of base plate. Lubricate top nut bearing surfaces and exposed anchor rod threads above washers with beeswax, paraffin or other approved lubricant.
- (6) Turn top nuts onto anchor rods. If nuts are not in full contact with washers or washers are not in full contact with the base plate, replace washers with galvanized beveled washers.
- (7) Tighten top nuts to snug-tight with the full effort of one workman using a 12" wrench. Do not tighten any nut all at once. Turn top nuts in increments. Follow a star pattern cycling through each nut at least twice.
- (8) Repeat (7) for leveling nuts.
- (9) Replace washers above and below the base plate with galvanized beveled washers if the slope of any base plate face exceeds 1:20 (5%), any washer is not in firm contact with the base plate or any nut is not in firm contact with a washer. If any washers are replaced, repeat (7) and (8).
- (10) With top and leveling nuts snug-tight, mark each top nut on a corner at the intersection of 2 flats and a corresponding reference mark on the base plate. Mark top nuts and base plate with ink or paint that is not water-soluble. Use the turn-of-nut method for pretensioning. Do not pretension any nut all at once. Turn top nuts in increments for a total turn that meets the following nut rotation requirements:

NUT ROTATION REQUIREMENTS						
(Turn-of-Nut Pretensioning Method)						
Anchor Rod Diameter, inch Requirement						
≤ 1 1/2	1/3 turn (2 flats)					
> 1 1/2 1/6 turn (1 flat)						

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

(11) Ensure nuts, washers and base plate are in firm contact with each other for each anchor rod. Cables, mast arms and trusses may now be attached to metal poles and upright trusses.

(12) Between 4 and 14 days after pretensioning top nuts, use a torque wrench calibrated within the last 12 months to check nuts in the presence of the Engineer. Completely erect mast arm poles and cantilever signs and attach any hardware before checking top nuts for these structures. Check that top nuts meet the following torque requirements:

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

If necessary, retighten top nuts in the presence of the Engineer with a calibrated torque wrench to within  $\pm$  10 ft-lb of the required torque. Do not overtighten top nuts.

(13) Do not grout under base plate.

# **Measurement and Payment**

Foundations and anchor rod assemblies for metal poles and upright trusses will be measured and paid for elsewhere in the contract.

No payment will be made for temporary casings that remain in drilled pier excavations. No payment will be made for PIT. No payment will be made for further investigation of defective piers. Further investigation of piers that are not defective will be paid as extra work in accordance with Article 104-7 of the 2012 Standard Specifications. No payment will be made for remediation of unacceptable drilled piers or post repair testing.

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

(2-21-12) (Rev. 5-20-14) 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											
Class of	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio			Consistency Max. Slump		<b>Cement Content</b>					
		Air-Entrained Concrete		Non Air- Entrained Concrete		Vibrated	Non- Vibrated	Vibrated		Non- Vibrated		
	Mi So ta	Rounded Aggregate	Angular Aggre- gate	Rounded Aggregate	Angular Aggre- gate	Vib	Vib	Vib N	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#		
<ul><li>A. Se</li><li>B. Se</li><li>C. Fo</li></ul>		1	1	ı	ı	ı	1	ı	1	ı		100	100	2"		
See Subarticle 1005-4(A). See Subarticle 1005-4(B). For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).	1	100	100	ı	ı	ı	ı	ı	100	100	100	95- 100	90-	1 1/2"		
icle 100 icle 100: /eight A	1	75- 100	75- 97	ı	ı	ı	100	100	95- 100	95- 100	90-	ı	20- 55	1		AGG
5-4(A). 5-4(B). ggregate	1	1	1	ı	ı	100	90-	90-	1	ı	20- 55	35- 70	0-15	3/4"	P	TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE
used in	100	45- 79	55- 80	ı	ı	98- 100	1	20- 55	25- 45	25- 60	0-10	ı	ı	1/2"	Percentage of Total by Weight Passing	ATE (
Structuı	80- 100	1	1	100	100	75- 100	20- 55	0-20	1	1	0-5	0-30	0-5	3/8"	tage o	T
al Conc	5- 40	20- 40	35- 55	85- 100	35- 70	20- 45	0-10	0-8	0-10	0-10	1	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	ı	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	ı	ı	ı	#10	Veight	5-1 OAR
ele 1014	0-10	1	ı	0-10	0-8	ı	I	ı	ı	ı	ı	ı	ı	#16	Passi	SE AC
-2(E)(6)	1	ı	14- 30	ı	ı	ı	ı	ı	ı	ı	ı	ı	ı	#40	ing	GRE
•	0-2.5	0- 12 <sup>B</sup>	4- 12 <sup>B</sup>	A	<b>&gt;</b>	A	A	A	A	<b>≯</b>	A	A	A	#200		GATI
	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>(4)</b>

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								
Dronouty		Requ	uirement (MA	ARV <sup>A</sup> )					
Property	Type 1	Type 2	Type 3 <sup>B</sup>	Type 4	Type 5 <sup>C</sup>	Test			
Typical	Shoulder	Under	Temporary	Soil	Temporary	Method			
Application	Drains	Rip Rap	Silt Fence	Stabilization	Walls				
Elongation	> 50%	> 50%	≤ 25%	< 50%	< 50%	ASTM			
(MD & CD)	≥ 30 / 0	≥ 30 / 0	≥ 23 / 0	< 30%	< 30%	D4632			
Grab Strength			100 lb			ASTM			
(MD & CD)	_	_	100 10	_	_	D4632			
Tear Strength	Table 1 <sup>D</sup> ,	Table 1 <sup>D</sup> ,	_	Table 1 <sup>D</sup> ,	_	ASTM			
(MD & CD)	Class 3	Class 1	_	Class 3	-	D4533			
Puncture						ASTM			
Strength			_		_	D6241			
					2,400 lb/ft				
Ultimate					(unless				
Tensile	_	_	_	_	required	ASTM			
Strength					otherwise	D4595			
(MD & CD)					in the				
					contract)				
Permittivity					0.20 sec <sup>-1</sup>	ASTM			
	Tabl	e 2 <sup><b>D</b></sup> ,			0.20 300	D4491			
Apparent		o 50%	n	D	No. 30 <sup>E</sup>	ASTM			
Opening Size		u Soil	Table 7 <sup>D</sup>	Table 5 <sup>D</sup>	10. 50	D4751			
UV Stability		No. 200 <sup>E</sup>				ASTM			
(Retained	1	- · - · - · - · ·			70%	D4355			
Strength)						D 1333			

- **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 REQUIREMENTS I		
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 H	RESIN SY	STEMS		
Property	Type 1	Type 2	Type 3	Туре 3А	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.	1	သ	4	ŀ	4	4	2
Speed (RPM)	1	20	20	ŀ	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 (	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:

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:

		Percen	tage of Total	l by Weight I	Passing		
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.

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.

### **TEMPORARY SHORING:**

(2-20-07) (Rev. 5-21-13) SP11 R02

### **Description**

Temporary shoring includes cantilever, braced and anchored shoring and temporary mechanically stabilized earth (MSE) walls. Temporary shoring does not include trench boxes. At the Contractor's option, use any type of temporary shoring unless noted otherwise in the plans or as directed. Design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the contract and accepted submittals. Construct temporary shoring at locations shown in the plans and as directed. Temporary shoring is required to maintain traffic when a 2:1 (H:V) slope from the top of an embankment or bottom of an excavation will intersect the existing ground line less than 5 ft from the edge of pavement of an open travelway. This provision does not apply to pipe, inlet or utility installation unless noted otherwise in the plans.

Positive protection includes concrete barrier and temporary guardrail. Provide positive protection for temporary shoring at locations shown in the plans and as directed. Positive protection is required if temporary shoring is located in the clear zone in accordance with the *AASHTO Roadside Design Guide*.

# (A) Cantilever and Braced Shoring

Cantilever shoring consists of steel sheet piles or H-piles with timber lagging. Braced shoring consists of sheet piles or H-piles with timber lagging and bracing such as beams, plates, walers, struts, rakers, etc. Define "piles" as sheet piles or H-piles.

### (B) Anchored Shoring

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or multistrand tendon with an anchorage. A helical anchor consists of a lead section with a central steel shaft and at least one helix steel plate followed by extensions with only central shafts (no helixes) and an anchorage. Anchorages consist of steel bearing plates with washers and hex nuts for bars or steel wedge plates and wedges for strands. Use a prequalified Anchored Wall Contractor to install ground anchors. Define "anchors" as ground, helical or driven anchors.

# (C) Temporary MSE Walls

Temporary MSE walls include temporary geosynthetic and wire walls. Define "temporary wall" as a temporary MSE wall. Define "reinforcement" as geotextile, geogrid, welded wire grid or metallic strip reinforcement.

Temporary geosynthetic walls consist of geotextile or geogrid reinforcement wrapped behind welded wire facing. Define "temporary geotextile wall" as a temporary geosynthetic wall with geotextile reinforcement and "temporary geogrid wall" as a temporary geosynthetic wall with geogrid reinforcement.

Temporary wire walls consist of welded wire grid or metallic strip reinforcement connected to welded wire facing. Define "Wire Wall Vendor" as the vendor supplying the temporary wire wall.

# (D) Embedment

Define "embedment" for cantilever, braced and anchored shoring as the pile depth below the grade in front of shoring. Define "embedment" for temporary walls as the wall height below the grade in front of walls.

### (E) Positive Protection

Define "unanchored or anchored portable concrete barrier" as portable concrete barrier (PCB) that meets Standard Drawing No. 1170.01 of the 2012 Roadway Standard Drawings. Define "concrete barrier" as unanchored or anchored PCB or an approved equal. Define "temporary guardrail" as temporary steel beam guardrail that meets Standard Drawing No. 862.02 of the 2012 Roadway Standard Drawings.

#### **Materials**

Refer to the 2012 Standard Specifications.

Item	Section
Anchor Pins	1056-2
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
Geotextiles	1056
Neat Cement Grout	1003
Portland Cement Concrete	1000
Select Material	1016
Steel Beam Guardrail Materials	862-2
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Welded Wire Reinforcement	1070-3
Wire Staples	1060-8(D)

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the 2012 Standard Specifications. Use Class IV select material (standard size No. ABC) for temporary guardrail. Use nonshrink neat cement grout or Class A concrete that meets Article 450-2 of the 2012 Standard Specifications for drilled-in piles. Use untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging. Provide steel bracing that meets ASTM A36.

### (A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

# (B) Anchors

Store anchor materials on blocking a minimum of 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store anchor materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

### (1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the 2012 Standard Specifications. Splice bars in accordance with Article 1070-9 of the

2012 Standard Specifications. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the AASHTO LRFD Bridge Construction Specifications.

# (2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Helical anchors without an ICC-ES report may be approved at the discretion of the Engineer. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

### (3) Anchorages

Provide steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

# (C) Temporary Walls

# (1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g., bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

### (2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.

# (3) Geogrid Reinforcement

Handle and store geogrids in accordance with Article 1056-2 of the 2012 Standard Specifications. Define "machine direction" (MD) and "cross-machine direction" (CD) for geogrids in accordance with ASTM D4439.

Use geogrids with a roll width of at least 4 ft and an "approved" or "approved for provisional use" status code. The list of approved geogrids is available from: connect.ncdot.gov/resources/Materials/Pages/SoilsLaboratory.aspx

Provide geogrids for geogrid reinforcement with design strengths in accordance with the accepted submittals. Geogrids are typically approved for ultimate tensile strengths in the MD and CD or short-term design strengths for a 3-year design life in the MD based on material type. Define material type from the website above for shoring backfill as follows:

Material Type	Shoring Backfill
Borrow	A-2-4 Soil
Fine Aggregate	Class II, Type 1 or Class III Select Material
Coarse Aggregate	Class V or VI Select Material

# (4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement ("mesh", "mats" and "ladders") that meet Article 1070-3 of the 2012 Standard Specifications and metallic strip reinforcement ("straps") that meet ASTM A572 or A1011.

### **Preconstruction Requirements**

### (A) Concrete Barrier

Define "clear distance" behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor's option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of temporary shoring except for barrier above temporary walls. Concrete barrier with the minimum required clear distance is required above temporary walls.

# (B) Temporary Guardrail

Define "clear distance" behind temporary guardrail as the horizontal distance between guardrail posts and temporary shoring. At the Contractor's option or if clear distance for cantilever, braced and anchored shoring is less than 4 ft, attach guardrail to traffic side of shoring as shown in the plans. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above temporary walls.

# (C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit 8 copies of working drawings and 3 copies of design calculations and a PDF copy of each for temporary shoring designs in accordance with Article 105-2 of the 2012 Standard Specifications. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not

begin shoring construction until a design submittal is accepted.

Have cantilever and braced shoring designed, detailed and sealed by an engineer licensed in the state of North Carolina. Use a prequalified Anchored Wall Design Consultant to design anchored shoring. Provide anchored shoring designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for an Anchored Wall Design Consultant. Include details in anchored shoring working drawings of anchor locations and lock-off loads, unit grout/ground bond strengths for ground anchors or minimum installation torque and torsional strength rating for helical anchors and if necessary, obstructions extending through shoring or interfering with anchors. Include details in the anchored shoring construction sequence of pile and anchor installation, excavation and anchor testing.

Use a prequalified MSE Wall Design Consultant to design temporary walls. Provide temporary wall designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Wall Design Consultant. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

### (1) Soil Parameters

Design temporary shoring for the assumed soil parameters and groundwater elevations shown in the plans. Assume the following soil parameters for shoring backfill:

(a) Unit weight  $(\gamma) = 120 \text{ lb/cf}$ ;

(b)	Friction Angle (φ)	Shoring Backfill
	30°	A-2-4 Soil
	34°	Class II, Type 1 or Class III Select Material
	38°	Class V or VI Select Material

(c) Cohesion (c) = 0 lb/sf.

### (2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 lb/sf if traffic will be above and within H of shoring. This traffic surcharge does not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. For LRFD shoring designs, apply traffic (live load) surcharge in accordance with Figure C11.5.5-3 of the AASHTO LRFD Bridge Design Specifications.

### (3) Cantilever, Braced and Anchored Shoring Designs

Use shoring backfill for fill sections and voids between cantilever, braced and anchored shoring and the critical failure surface. Use concrete or grout for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define "top of shoring" for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 lb/ft applied 18" above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. For anchored shoring designs, apply traffic impact load as horizontal load (P<sub>H1</sub>) in accordance with Figure 3.11.6.3-2(a) of the AASHTO LRFD specifications.

Extend cantilever, braced and anchored shoring at least 32" above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least 6" above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of 3" if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of 6". Design cantilever and braced shoring in accordance with the plans and AASHTO Guide Design Specifications for Bridge Temporary Works.

Design anchored shoring in accordance with the plans and Article 11.9 of the AASHTO LRFD Bridge Design Specifications. Use a resistance factor of 0.80 for tensile resistance of anchors with bars, strands or shafts. Extend the unbonded length for ground anchors and the shallowest helix for helical anchors at least 5 ft behind the critical failure surface. Do not extend anchors beyond right-of-way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least 6" between obstructions and anchors.

# (4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation geotextiles are required between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, separation geotextiles are also required between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Design temporary walls in accordance with the plans and Article 11.10 of the AASHTO LRFD Bridge Design Specifications. Embed temporary walls at least 18" except for walls on structures or rock as determined by the Engineer. Use a uniform reinforcement length throughout the wall height of at least 0.7H or 6 ft, whichever is greater. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate the reinforced zone outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads in

accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid reinforcement, use approved geogrid properties available from the website shown elsewhere in this provision. If the website does not list a short-term design strength for an approved geogrid, use a short-term design strength equal to the ultimate tensile strength divided by 3.5 for the geogrid reinforcement. Use geosynthetic properties for the direction reinforcement will be installed, a 3-year design life and shoring backfill to be used in the reinforced zone.

Do not use more than 4 different reinforcement strengths for each temporary geosynthetic wall. Design temporary geotextile walls for a reinforcement coverage ratio ( $R_c$ ) of 1.0 and temporary geogrid walls for an  $R_c$  of at least 0.8. For geogrid reinforcement with an  $R_c$  of less than 1.0, use a maximum horizontal clearance between geogrids of 3 ft and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use "L" shaped welded wire facing with 18" to 24" long legs. Locate geotextile or geogrid reinforcement so reinforcement layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least 3 ft back behind facing into shoring backfill.

For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing with a connection approved by the Department. For temporary geogrid and wire walls, retain shoring backfill at welded wire facing with retention geotextiles and extend geotextiles at least 3 ft back behind facing into backfill.

### (D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction, inspection and testing of the temporary shoring. If required, schedule this meeting after all shoring submittals have been accepted. The Resident, District or Bridge Maintenance Engineer, Bridge or Roadway Construction Engineer, Geotechnical Operations Engineer, Contractor and Shoring Contractor Superintendent will attend this preconstruction meeting.

### **Construction Methods**

Control drainage during construction in the vicinity of shoring. Direct run off away from shoring and shoring backfill. Contain and maintain backfill and protect material from erosion.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the 2012 Standard Specifications and Standard Drawing

No. 1170.01 of the 2012 Roadway Standard Drawings. Use temporary guardrail in accordance with Section 862 of the 2012 Standard Specifications and Standard Drawing No. 862.01, 862.02 and 862.03 of the 2012 Roadway Standard Drawings.

## (A) Tolerances

Construct shoring with the following tolerances:

- (1) Horizontal wires of welded wire facing are level in all directions,
- (2) Shoring location is within 6" of horizontal and vertical alignment shown in the accepted submittals, and
- (3) Shoring plumbness (batter) is not negative and within 2° of vertical.

# (B) Cantilever, Braced and Anchored Shoring Installation

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

# (1) Pile Installation

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the 2012 Standard Specifications except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least 7 days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the minimum required embedment. When this occurs, a revised design submittal may be required.

# (2) Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of 5 ft. Remove flowable fill and material in between H-piles as needed to install timber lagging. Position lagging with at least 3" of contact in the horizontal direction between the

lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

# (3) Anchor Installation

If applicable, install foundations located behind anchored shoring before installing anchors. Fabricate and install ground anchors in accordance with the accepted submittals, Articles 6.4 and 6.5 of the AASHTO LRFD Bridge Construction Specifications and the following unless otherwise approved:

- (a) Materials in accordance with this provision are required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.

Install helical anchors in accordance with the accepted submittals and Anchor Manufacturer's instructions. Measure torque during installation and do not exceed the torsional strength rating of the helical anchor. Attain the minimum required installation torque and penetration before terminating anchor installation. When replacing a helical anchor, embed last helix of the replacement anchor at least 3 helix plate diameters past the location of the first helix of the previous anchor.

# (4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the AASHTO LRFD Bridge Construction Specifications except for the acceptance criteria in Article 6.5.5.5. For the AASHTO LRFD specifications, "ground anchor" refers to a ground or helical anchor and "tendon" refers to a bar, strand or shaft.

# (a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

- (i) For ground and helical anchors, total movement is less than 0.04" between the 1 and 10 minute readings or less than 0.08" between the 6 and 60 minute readings.
- (ii) For ground anchors, total movement at maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.

## (b) Anchor Test Results

Submit 2 copies of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored shoring design for acceptance and provide an acceptable anchor with the revised design or installation methods. If required, replace the anchor or provide additional anchors with the revised design or installation methods.

# (C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans and accepted submittals. If applicable, install foundations located in the reinforced zone before placing shoring backfill or reinforcement unless otherwise approved. Notify the Engineer when foundation excavation is complete. Do not place shoring backfill or reinforcement until excavation dimensions and foundation material are approved.

Erect welded wire facing so the wall position is as shown in the plans and accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Wrap geotextile reinforcement and retention geotextiles behind welded wire facing as shown in the plans and accepted submittals and cover geotextiles with at least 3" of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18" with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement within 3" of locations shown in the plans and accepted submittals and in slight tension free of kinks, folds, wrinkles or creases. Install reinforcement with the direction shown in the plans and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip

reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

Place shoring backfill in the reinforced zone in 8" to 10" thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the 2012 Standard Specifications. Use only hand operated compaction equipment to compact backfill within 3 ft of welded wire facing. At a distance greater than 3 ft, compact shoring backfill with at least 4 passes of an 8 ton to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geotextile or geogrid reinforcement is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the 2012 Standard Specifications. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within 5 ft of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

## **Measurement and Payment**

Temporary Shoring will be measured and paid in square feet. Temporary walls will be measured as the square feet of exposed wall face area. Cantilever, braced or anchored shoring will be measured as the square feet of exposed shoring face area with the shoring height equal to the difference between the top and bottom of shoring elevations. Define "top of shoring" as where the grade intersects the back of sheet piles or H-piles and timber lagging. Define "bottom of shoring" as where the grade intersects front of sheet piles or H-piles and timber lagging. No measurement will be made for any embedment, shoring extension above top of shoring or pavement thickness above temporary walls.

The contract unit price for *Temporary Shoring* will be full compensation for providing shoring designs, submittals and materials, excavating, backfilling, hauling and removing excavated materials and supplying all labor, tools, equipment and incidentals necessary to construct temporary shoring.

No payment will be made for temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience. No value engineering proposals will be accepted based solely on revising or eliminating shoring locations shown in the plans or estimated quantities shown in the bid item sheets as a result of actual field measurements or site conditions.

PCB will be measured and paid in accordance with Section 1170 of the 2012 Standard Specifications. No additional payment will be made for anchoring PCB for temporary shoring. Costs for anchoring PCB will be incidental to temporary shoring.

Temporary guardrail will be measured and paid for in accordance with Section 862 of the 2012 Standard Specifications.

Payment will be made under:

Pay ItemPay UnitTemporary ShoringSquare Foot

# TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:

21-12) 1101.0

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	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	27 seeds 27 seeds 54 seeds
Canada Thistle Field Bindweed	27 seeds 27 seeds	Quackgrass Wild Mustard	54 seeds 54 seeds
Hedge Bindweed	27 seeds		

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

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

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

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

Sericea Lespedeza Oats (seeds)

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

Tall Fescue (all approved varieties)

Bermudagrass

Kobe Lespedeza Browntop Millet

Korean Lespedeza German Millet – Strain R Weeping Lovegrass Clover – Red/White/Crimson

Carpetgrass

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

Common or Sweet Sundangrass

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

Rye (grain; all varieties)

Kentucky Bluegrass (all approved varieties)

Hard Fescue (all approved varieties)

Shrub (bicolor) Lespedeza

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

Centipedegrass Japanese Millet Crownvetch Reed Canary Grass

Pensacola Bahiagrass Zoysia

Creeping Red Fescue

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

**Barnyard Grass** 

Big Bluestem

Little Bluestem

**Bristly Locust** 

Birdsfoot Trefoil

**Indiangrass** 

Orchardgrass

Switchgrass

Yellow Blossom Sweet Clover

C203536 (R-2915D) SSP-5 Ashe County

## STANDARD SPECIAL PROVISION

## **ERRATA**

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

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

Pamilco County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

# Area 025 23.5%

Columbus County Duplin County Onslow County Pender County Area 026 33.5%
Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

# Area 027 24.7%

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

# Area 028 15.5%

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

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 029 15.7%

# Area 0480 8.5% Buncombe County

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 Count

Transylvania County Yancey County

# **SMSA Areas**

Area 5720 26.6% Area 6640 22.8% Area 3120 16.4% **Durham County Currituck County Davidson County** Orange County Forsyth County Wake County **Guilford County** Area 9200 20.7% Brunswick County Randolph County New Hanover County **Stokes County** Area 1300 16.2% Yadkin County

Alamance County

<u>Area 2560 24.2%</u>

Cumberland 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

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

- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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. 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:
    - 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.

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

- 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.
- 2. 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).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

\* \* \* \* \*

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (2) 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.

# **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.

## General Decision Number: NC140099 12/19/2014 NC99

State: North Carolina

Construction Type: Highway

Counties: Alleghany, Ashe, Avery, Cherokee, Clay, Cleveland, Graham, Jackson, Lincoln, Macon, McDowell, Mitchell, Polk, Rutherford, Surry, Swain, Transylvania, Watauga, Wilkes and Yancey Counties in North Carolina.

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

Modification Number Publication Date 0 12/19/2014

SUNC2014-001 11/13/2014

F	Rates	Fringes
BLASTER\$	21.83	
CARPENTER\$	12.54	
CEMENT MASON/CONCRETE FINISHER\$	14.10	
ELECTRICIAN Electrician\$ Telecommunications Technican\$		2.39
IRONWORKER\$	14.53	
LABORER  Asphalt Raker and Spreader\$ Asphalt Screed/Jackman\$ Carpenter Tender\$ Cement Mason/Concrete Finisher Tender\$ Common or General\$ Guardrail/Fence Installer\$ Pipelayer\$ Traffic Signal/Lighting Installer\$	15.22 10.00 12.26 10.68 13.43 12.22	
PAINTER (Bridge)\$	19.62	
POWER EQUIPMENT OPERATOR  Asphalt Broom Tractor\$  Bulldozer Fine\$  Bulldozer Rough\$  Concrete Grinder/Groover\$	16.20 13.89	

Crane Boom Trucks\$ 14.44	.53
Crane Other\$ 19.59	
Crane Rough/All-Terrain\$ 21.25	
Drill Operator Rock\$ 15.25	
Drill Operator Structure\$ 20.92	
Excavator Fine\$ 16.11	
Excavator Rough\$ 13.10	
Grader/Blade Fine\$ 19.24	
Grader/Blade Rough\$ 13.07	
Loader 2 Cubic Yards or	
Less\$ 13.38	
Loader Greater Than 2	
Cubic Yards\$ 16.01	
Material Transfer Vehicle	
(Shuttle Buggy)\$ 17.39	
Mechanic\$ 18.51	
Milling Machine\$ 13.88	
Off-Road Hauler/Water	
Tanker\$ 13.87	
Oiler/Greaser\$ 14.98	
Pavement Marking Equipment\$ 13.33	
Paver Asphalt\$ 15.68	.05
Roller Asphalt Breakdown\$ 14.05	.06
Roller Asphalt Finish\$ 14.98	.04
Roller Other\$ 11.75	
Scraper Finish\$ 13.87	
Scraper Rough\$ 11.53	
Slip Form Machine\$ 20.79	
Tack Truck/Distributor	
Operator\$ 14.67	.06
operator	.00
TRUCK DRIVER	
GVWR of 26,000 or Less\$ 11.72	
GVWR of 26,001 Lbs or	
Greater\$ 13.50	
WELDERG Province and a second for the first second	

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 (29CFR 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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

## Survey Rate Identifiers

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

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

## Union Average Rate Identifiers

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

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

\_\_\_\_\_

#### WAGE DETERMINATION APPEALS PROCESS

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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, DC 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, DC 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, DC 20210

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

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# PROJECT SPECIAL PROVISIONS

# **GEOTECHNICAL**

TEMPORARY SOIL NAIL WALLS (3/17/2015)	GT-1.1 - GT-1.9
STANDARD SHORING (3/17/2015)	GT-2.1 - GT-2.4
REINFORCED SOIL SLOPES (11/19/2013)	GT-3.1 - GT-3.3
GEOTEXTILE FOR PAVEMENT STABILIZATION (1/21/2014)	GT-4.1 - GT-4.2

Docusigned by:

Geotechnical Engineering Unit

3288528FC798426

12/17/2014

## **TEMPORARY SOIL NAIL WALLS:**

(11-19-13)

# **Description**

Construct temporary soil nail walls consisting of soil nails spaced at a regular pattern and connected to a reinforced shotcrete face. A soil nail consists of a steel bar grouted in a drilled hole inclined at an angle below horizontal. At the Contractor's option, use temporary soil nail walls instead of temporary shoring for full cut sections. Design and construct temporary soil nail walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified Anchored Wall Contractor to construct temporary soil nail walls. Define "soil nail wall" as a temporary soil nail wall and "Soil Nail Wall Contractor" as the Anchored Wall Contractor installing soil nails and applying shotcrete. Define "nail" as a soil nail.

Provide positive protection for soil nail walls at locations shown in the plans and as directed. See *Temporary Shoring* provision for positive protection types and definitions.

## **Materials**

Refer to Division 10 of the Standard Specifications.

Item	Section
Anchor Pins	1056-2
Geocomposites	1056
Neat Cement Grout, Nonshrink	1003
Reinforcing Steel	1070
Shotcrete	1002
Select Material, Class IV	1016
Steel Plates	1072-2

Use Class IV select material (standard size No. ABC) for temporary guardrail.

Provide soil nails consisting of grouted steel bars and nail head assemblies. Use deformed steel bars that meet AASHTO M 275 or M 31, Grade 60 or 75. Splice bars in accordance with Article 1070-9 of the *Standard Specifications*.

Fabricate centralizers from schedule 40 PVC plastic pipe or tube, steel or other material not detrimental to steel bars (no wood). Size centralizers to position bars within 1" of drill hole centers and allow tremies to be inserted to ends of holes. Use centralizers that do not interfere with grout placement or flow around bars.

Provide nail head assemblies consisting of nuts, washers and bearing plates. Use steel plates for bearing plates and steel washers and hex nuts recommended by the Soil Nail Manufacturer.

Provide Type 6 material certifications for soil nail materials in accordance with Article 106-3 of the *Standard Specifications*. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store soil nail wall materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

# **Preconstruction Requirements**

## (A) Concrete Barrier

Define "clear distance" behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor's option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of soil nail walls except for barrier above walls. Concrete barrier with the minimum required clear distance is required above soil nail walls.

## (B) Temporary Guardrail

Define "clear distance" behind temporary guardrail as the horizontal distance between guardrail posts and soil nail walls. At the Contractor's option or if clear distance for soil nail walls is less than 4 ft, use temporary guardrail with 8 ft posts and a clear distance of at least 2.5 ft. Place ABC in clear distance and around guardrail posts instead of pavement.

## (C) Soil Nail Wall Designs

Before beginning soil nail wall design, survey existing ground elevations in the vicinity of wall locations to determine actual design heights (H). Use a prequalified Anchored Wall Design Consultant to design soil nail walls. Provide designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the Anchored Wall Design Consultant.

Submit 8 copies of working drawings and 3 copies of design calculations and a PDF copy of each for soil nail wall designs in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles, typical sections and details of soil nail wall design and construction sequence. Include details in working drawings of soil nail locations, unit grout/ground bond strengths, shotcrete reinforcement and if necessary, obstructions extending through walls or interfering with nails. Include details in construction sequence of excavation, grouting, installing reinforcement, nail testing and shotcreting with mix designs and shotcrete nozzleman certifications. Do not begin soil nail wall construction until a design submittal is accepted.

Design soil nail walls in accordance with the plans and allowable stress design method in the *FHWA Geotechnical Engineering Circular No. 7 "Soil Nail Walls"* (Publication No. FHWA-IF-03-017) unless otherwise required.

Design soil nails that meet the following unless otherwise approved:

- (1) Horizontal and vertical spacing of at least 3 ft,
- (2) Inclination of at least 12° below horizontal and
- (3) Diameter of 4" to 10".

Do not extend nails beyond right-of-way or easement limits. If existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with nails, maintain a clearance of at least 6" between obstructions and nails.

Design soil nail walls for a traffic surcharge of 250 lb/sf if traffic will be above and within H of walls. This traffic surcharge does not apply to construction traffic. Design soil nail walls for any construction surcharge if construction traffic will be above and

within H of walls. For temporary guardrail with 8 ft posts above soil nail walls, analyze walls for a horizontal load of 300 lb/ft of wall.

Place geocomposite drain strips with a horizontal spacing of no more than 10 ft and center strips between adjacent nails. Attach drain strips to excavation faces. Use shotcrete at least 4" thick and reinforce shotcrete with #4 waler bars around nail heads. Two waler bars (one on each side of nail head) in the horizontal and vertical directions are required for a total of 4 bars per nail.

## (D) Preconstruction Meeting

Before starting soil nail wall construction, hold a preconstruction meeting to discuss the construction, inspection and testing of the soil nail walls. Schedule this meeting after all soil nail wall submittals have been accepted. The Resident, District or Bridge Maintenance Engineer, Bridge or Roadway Construction Engineer, Geotechnical Operations Engineer, Contractor and Soil Nail Wall Contractor Superintendent will attend this preconstruction meeting.

#### **Construction Methods**

Control drainage during construction in the vicinity of soil nail walls. Direct run off away from soil nail walls and areas above and behind walls.

Install foundations located behind soil nail walls before beginning wall construction. Do not excavate behind soil nail walls. If overexcavation occurs, repair walls with an approved method and a revised soil nail wall design may be required.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *Standard Specifications* and Standard Drawing No. 1170.01 of the *Roadway Standard Drawings*. Use temporary guardrail in accordance with Section 862 of the *Standard Specifications* and Standard Drawing No. 862.01, 862.02 and 862.03 of the *Roadway Standard Drawings*.

#### (A) Excavation

Excavate for soil nail walls from the top down in accordance with the accepted submittals. Excavate in staged horizontal lifts with no negative batter (excavation face leaning forward). Excavate lifts in accordance with the following:

- (1) Heights not to exceed vertical nail spacing,
- (2) Bottom of lifts no more than 3 ft below nail locations for current lift and
- (3) Horizontal and vertical alignment within 6" of location shown in the accepted submittals.

Remove any cobbles, boulders, rubble or debris that will protrude more than 2" into the required shotcrete thickness. Rocky ground such as colluvium, boulder fills and weathered rock may be difficult to excavate without leaving voids.

Apply shotcrete to excavation faces within 24 hours of excavating each lift unless otherwise approved. Shotcreting may be delayed if it can be demonstrated that delays will not adversely affect excavation stability. If excavation faces will be exposed for more than 24 hours, use polyethylene sheets anchored at top and bottom of lifts to protect

excavation faces from changes in moisture content.

If an excavation becomes unstable at any time, suspend soil nail wall construction and temporarily stabilize the excavation by immediately placing an earth berm up against the unstable excavation face. When this occurs, repair walls with an approved method and a revised soil nail wall design may be required.

Do not excavate the next lift until nail installations and testing and shotcrete application for the current lift are accepted and grout and shotcrete for the current lift have cured at least 3 days and 1 day, respectively.

#### (B) Soil Nails

Drill and grout nails the same day and do not leave drill holes open overnight. Control drilling and grouting to prevent excessive ground movements, damaging structures and pavements or fracturing rock and soil formations. If ground heave or subsidence occurs, suspend soil nail wall construction and take corrective action to minimize movement. If property damage occurs, make repairs with an approved method and a revised soil nail wall design may be required.

# (1) Drilling

Use drill rigs of the sizes necessary to install soil nails and with sufficient capacity to drill through whatever materials are encountered. Drill straight and clean holes with the dimensions and inclination shown in the accepted submittals. Drill holes within 6" of locations and 2° of inclination shown in the accepted submittals unless otherwise approved.

Stabilize drill holes with temporary casings if unstable, caving or sloughing material is anticipated or encountered. Do not use drilling fluids to stabilize drill holes or remove cuttings.

#### (2) Steel Bars

Center steel bars in drill holes with centralizers. Securely attach centralizers along bars at no more than 8 ft centers. Attach uppermost and lowermost centralizers 18" from excavation faces and ends of holes.

Do not insert steel bars into drill holes until hole locations, dimensions, inclination and cleanliness are approved. Do not vibrate, drive or otherwise force bars into holes. If a steel bar cannot be completely and easily inserted into a drill hole, remove the bar and clean or redrill the hole.

#### (3) Grouting

Remove oil, rust inhibitors, residual drilling fluids and similar foreign materials from holding tanks/hoppers, stirring devices, pumps, lines, tremie pipes and any other equipment in contact with grout before use.

Inject grout at the lowest point of drill holes through tremies, e.g., grout tubes, casings, hollow-stem augers or drill rods, in one continuous operation. Fill drill holes progressively from ends of holes to excavation faces and withdraw tremies at a slow even rate as holes are filled to prevent voids in grout. Extend tremies into grout at least 5 ft at all times except when grout is initially placed in holes.

Provide grout free of segregation, intrusions, contamination, structural damage or inadequate consolidation (honeycombing). Cold joints in grout are not allowed except for test nails. Remove any temporary casings as grout is placed and record grout volume for each drill hole.

## (4) Nail Heads

Install nail head assemblies after shotcreting. Before shotcrete reaches initial set, seat bearing plates and tighten nuts so plates contact shotcrete uniformly. If uniform contact is not possible, install nail head assemblies on mortar pads so nail heads are evenly loaded.

# (C) Drain Strips

Install geocomposite drain strips as shown in the accepted submittals. Before installing shotcrete reinforcement, place drain strips with the geotextile side against excavation faces. For highly irregular faces and at the discretion of the Engineer, drain strips may be placed after shotcreting over weep holes through the shotcrete. Hold drain strips in place with anchor pins so strips are in continuous contact with surfaces to which they are attached and allow for full flow the entire height of soil nail walls. Discontinuous drain strips are not allowed. If splices are needed, overlap drain strips at least 12" so flow is not impeded. Cut off excess drain strip length and expose strip ends below shotcrete when soil nail wall construction is complete.

#### (D) Shotcrete

Clean ungrouted zones of drill holes and excavation faces of loose materials, mud, rebound and other foreign material. Moisten surfaces to receive shotcrete. Install shotcrete reinforcement in accordance with the contract and accepted submittals. Secure reinforcing steel so shooting does not displace or vibrate reinforcement. Install approved thickness gauges on 5 ft centers in the horizontal and vertical directions to measure shotcrete thickness.

Apply shotcrete in accordance with the contract, accepted submittals and Subarticle 1002-3(F) of the *Standard Specifications*. Use approved shotcrete nozzlemen who made satisfactory preconstruction test panels to apply shotcrete. Direct shotcrete at right angles to excavation faces except when shooting around reinforcing steel. Rotate nozzle steadily in small circular patterns and apply shotcrete from bottom of lifts up.

Make shotcrete surfaces uniform and free of sloughing or sagging. Completely fill ungrouted zones of drill holes and any other voids with shotcrete. Taper construction joints to a thin edge over a horizontal distance of at least the shotcrete thickness. Wet joint surfaces before shooting adjacent sections.

Repair surface defects as soon as possible after shooting. Remove any shotcrete which lacks uniformity, exhibits segregation, honeycombing or lamination or contains any voids or sand pockets and replace with fresh shotcrete to the satisfaction of the Engineer. Protect shotcrete from freezing and rain until shotcrete reaches initial set.

#### (E) Construction Records

Provide 2 copies of soil nail wall construction records within 24 hours of completing each lift. Include the following in construction records:

- (1) Names of Soil Nail Wall Contractor, Superintendent, Nozzleman, Drill Rig Operator, Project Manager and Design Engineer;
- (2) Wall description, county, Department's contract, TIP and WBS element number;
- (3) Wall station and number and lift location, dimensions, elevations and description;
- (4) Nail locations, dimensions and inclinations, bar types, sizes and grades and temporary casing information;
- (5) Date and time drilling begins and ends, steel bars are inserted into drill holes, grout and shotcrete are mixed and arrives on-site and grout placement and shotcrete application begins and ends;
- (6) Grout volume, temperature, flow and density records;
- (7) Ground and surface water conditions and elevations if applicable;
- (8) Weather conditions including air temperature at time of grout placement and shotcrete application; and
- (9) All other pertinent details related to soil nail wall construction.

After completing each soil nail wall or stage of a wall, provide a PDF copy of all corresponding construction records.

#### **Nail Testing**

"Proof tests" are performed on nails incorporated into walls, i.e., production nails. Define "test nail" as a nail tested with a proof test. Proof tests are typically required for at least one nail per nail row per soil nail wall or at least 5% of production nails, whichever is greater. More or less test nails may be required depending on subsurface conditions encountered. The Engineer will determine the number and locations of proof tests required. Do not test nails until grout and shotcrete attain the required 3 day compressive strength.

# (A) Test Equipment

Use the following equipment to test nails:

- (1) Two dial gauges with rigid supports,
- (2) Hydraulic jack and pressure gauge and
- (3) Jacking block or reaction frame.

Provide dial gauges with enough range and precision to measure the maximum test nail movement to 0.001". Use pressure gauges graduated in 100 psi increments or less. Submit identification numbers and calibration records for load cells, jacks and pressure gauges with the soil nail wall design. Calibrate each jack and pressure gauge as a unit.

Align test equipment to uniformly and evenly load test nails. Use a jacking block or reaction frame that does not damage or contact shotcrete within 3 ft of nail heads. Place dial gauges opposite each other on either side of test nails and align gauges within 5° of bar inclinations. Set up test equipment so resetting or repositioning equipment during nail testing is not needed.

## (B) Test Nails

Test nails include both unbonded and bond lengths. Grout only bond lengths before nail testing. Provide unbonded and bond lengths of at least 3 ft and 10 ft, respectively.

Steel bars for production nails may be overstressed under higher test nail loads. If necessary, use larger size or higher grade bars with more capacity for test nails instead of shortening bond lengths to less than the minimum required.

## (C) Proof Tests

Determine maximum bond length (L<sub>B</sub>) using the following:

$$L_B \le (C_{RT} \times A_t \times f_v) / (Q_{ALL} \times 1.5)$$

Where,

 $L_B$  = bond length (ft),

C<sub>RT</sub> = reduction coefficient, 0.9 for Grade 60 and 75 bars or 0.8 for Grade 150 bars,

 $A_t$  = bar area (in<sup>2</sup>),

 $f_v$  = bar yield stress (ksi) and

Q<sub>ALL</sub> = allowable unit grout/ground bond strength (kips/ft).

Determine design test load (DTL) based on as-built bond length and allowable unit grout/ground bond strength using the following:

$$DTL = L_B \times Q_{ALL}$$

Where,

DTL = design test load (kips).

Perform proof tests by incrementally loading nails to failure or a load of 150% of DTL based on the following schedule:

Load	Hold Time
AL*	Until movement stabilizes
0.25 DTL	Until movement stabilizes
0.50 DTL	Until movement stabilizes
0.75 DTL	Until movement stabilizes
1.00 DTL	Until movement stabilizes
1.25 DTL	Until movement stabilizes
1.50 DTL	10 or 60 minutes (creep test)
AL*	1 minute

<sup>\*</sup> Alignment load (AL) is the minimum load needed to align test equipment and should not exceed 0.05 DTL.

Reset dial gauges to zero after applying alignment load. Record test nail movement at each load increment and monitor test nails for creep at the 1.5 DTL load increment. Measure and record movement during creep test at 1, 2, 3, 5, 6 and 10 minutes. If test nail movement between 1 and 10 minutes is greater than 0.04", maintain the 1.5 DTL load increment for an additional 50 minutes and record movement at 20, 30, 50 and 60 minutes. Repump jack as needed to maintain load during hold times.

# (D) Test Nail Acceptance

Submit 2 copies of test nail records including load versus movement and time versus creep movement plots within 24 hours of completing each proof test. The Engineer will review the test nail records to determine if test nails are acceptable. Test nail acceptance is based in part on the following criteria.

- (1) Total movement during creep test is less than 0.04" between the 1 and 10 minute readings or less than 0.08" between the 6 and 60 minute readings and creep rate is linear or decreasing throughout hold time.
- (2) Total movement at maximum load exceeds 80% of the theoretical elastic elongation of the unbonded length.
- (3) Pullout failure does not occur at or before the 1.5 DTL load increment. Define "pullout failure" as the inability to increase load while movement continues. Record pullout failure load as part of test nail data.

Maintain stability of unbonded lengths for subsequent grouting. If a test nail is accepted but the unbonded length cannot be satisfactorily grouted, do not incorporate the test nail into the soil nail wall and add another production nail to replace the test nail.

If the Engineer determines a test nail is unacceptable, either perform additional proof tests on adjacent production nails or revise the soil nail design or installation methods for the production nails represented by the unacceptable test nail as determined by the Engineer. Submit a revised soil nail wall design for acceptance, provide an acceptable test nail with the revised design or installation methods and install additional production nails for the nails represented by the unacceptable test nail.

After completing nail testing for each soil nail wall or stage of a wall, provide a PDF copy of all corresponding test nail records.

#### **Measurement and Payment**

Temporary soil nail walls will be measured and paid in square feet. Temporary soil nail walls will be paid for at the contract unit price for *Temporary Shoring*. Temporary soil nail walls will be measured as the square feet of exposed wall face area. No measurement will be made for any embedment or pavement thickness above soil nail walls.

The contract unit price for *Temporary Shoring* will be full compensation for providing soil nail wall designs, submittals, labor, tools, equipment and soil nail wall materials, excavating, hauling and removing excavated materials, installing and testing soil nails, grouting, shotcreting and supplying drain strips and any incidentals necessary to construct soil nail walls. No additional payment will be made and no extension of completion date or time will be allowed for repairing property damage, overexcavations or unstable excavations, unacceptable test nails or thicker shotcrete.

No payment will be made for temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience. No value engineering proposals will be accepted based solely on revising or eliminating shoring locations shown in the plans or estimated quantities shown in the bid item sheets as a result of actual field measurements or site conditions.

PCB will be measured and paid in accordance with Section 1170 of the *Standard Specifications*. No additional payment will be made for anchoring PCB for soil nail walls. Costs for anchoring

PCB will be incidental to soil nail walls.

Temporary guardrail will be measured and paid for in accordance with Section 862 of the *Standard Specifications*.



#### **STANDARD SHORING:**

(11-19-13)

## **Description**

Standard shoring includes standard temporary shoring and standard temporary mechanically stabilized earth (MSE) walls. At the Contractor's option, use standard shoring as noted in the plans or as directed. When using standard shoring, a temporary shoring design submittal is not required. Construct standard shoring based on actual elevations and shoring dimensions in accordance with the contract and Standard Drawing No. 1801.01 or 1801.02.

Define "standard temporary shoring" as cantilever shoring that meets the standard temporary shoring drawing (Standard Drawing No. 1801.01). Define "standard temporary wall" as a temporary MSE wall with geotextile or geogrid reinforcement that meets the standard temporary wall drawing (Standard Drawing No. 1801.02). Define "standard temporary geotextile wall" as a standard temporary wall with geotextile reinforcement and "standard temporary geogrid wall" as a standard temporary wall with geogrid reinforcement. Define "geosynthetics" as geotextiles or geogrids.

Provide positive protection for standard shoring at locations shown in the plans and as directed. See *Temporary Shoring* provision for positive protection types and definitions.

#### **Materials**

Refer to the Standard Specifications.

Item	Section
Anchor Pins	1056-2
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
Geotextiles	1056
Neat Cement Grout	1003
Portland Cement Concrete	1000
Select Material	1016
Steel Beam Guardrail Materials	862-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Welded Wire Reinforcement	1070-3
Wire Staples	1060-8(D)

Provide Type 6 material certifications for shoring materials. Use Class IV select material (standard size No. ABC) for temporary guardrail.

For drilled-in H-piles, use nonshrink neat cement grout or Class A concrete that meets Article 1000-4 of the *Standard Specifications* except as modified herein. Provide concrete with a slump of 6" to 8". Use an approved high-range water reducer to achieve this slump.

Based on actual shoring height, positive protection, groundwater elevation, slope or surcharge case and traffic impact at each standard temporary shoring location, use sheet piles with the minimum required section modulus or H-piles with the sizes shown in Standard Drawing No. 1801.01. Use untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging.

## (A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use the following:

- (1) A-2-4 soil for backfill around culverts,
- (2) A-2-4 soil in the reinforced zone of standard temporary walls with a back slope and
- (3) Class VI select material in the reinforced zone of standard temporary geotextile walls.

## (B) Standard Temporary Walls

Use welded wire reinforcement for welded wire facing, struts and wires with the dimensions and minimum wire sizes shown in Standard Drawing No. 1801.02. Provide Type 2 geotextile for separation and retention geotextiles. Define "machine direction" (MD) and "cross-machine direction" (CD) for geosynthetics in accordance with ASTM D4439. Do not use more than 4 different reinforcement strengths for each standard temporary wall.

#### (1) Geotextile Reinforcement

Provide Type 5 geotextile for geotextile reinforcement with a mass per unit area of at least 8 oz/sy in accordance with ASTM D5261. Based on actual wall height, groundwater elevation, slope or surcharge case and shoring backfill to be used in the reinforced zone at each standard temporary geotextile wall location, provide geotextiles with ultimate tensile strengths as shown in Standard Drawing No. 1801.02.

# (2) Geogrid Reinforcement

Handle and store geogrids in accordance with Article 1056-2 of the *Standard Specifications*. Use geogrids with a roll width of at least 4 ft and an "approved" or "approved for provisional use" status code. The list of approved geogrids is available from:

connect.ncdot.gov/resources/Materials/Pages/SoilsLaboratory.aspx

Based on actual wall height, groundwater elevation, slope or surcharge case and shoring backfill to be used in the reinforced zone at each standard temporary geogrid wall location, provide geogrids for geogrid reinforcement with short-term design strengths as shown in Standard Drawing No. 1801.02. Geogrids are typically approved for ultimate tensile strengths in the MD and CD or short-term design strengths for a 3-year design life in the MD based on material type. Define material type from the website above for shoring backfill as follows:

Material Type	Shoring Backfill
Borrow	A-2-4 Soil
Fine Aggregate	Class II, Type 1 or Class III Select Material
Coarse Aggregate	Class V or VI Select Material

If the website does not list a short-term design strength for an approved geogrid, use a short-term design strength equal to the ultimate tensile strength divided by 3.5 for the geogrid reinforcement.

# **Preconstruction Requirements**

## (A) Concrete Barrier

Define "clear distance" behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor's option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of standard shoring except for barrier above standard temporary walls. Concrete barrier with the minimum required clear distance is required above standard temporary walls.

# (B) Temporary Guardrail

Define "clear distance" behind temporary guardrail as the horizontal distance between guardrail posts and standard shoring. At the Contractor's option or if clear distance for standard temporary shoring is less than 4 ft, attach guardrail to traffic side of shoring as shown in the plans. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above standard temporary walls.

## (C) Standard Shoring Selection Forms

Before beginning standard shoring construction, survey existing ground elevations in the vicinity of standard shoring locations to determine actual shoring or wall heights (H). Submit a standard shoring selection form for each location at least 7 days before starting standard shoring construction. Standard shoring selection forms are available from: connect.ncdot.gov/resources/Geological/Pages/Geotech Forms Details.aspx

### (D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction and inspection of the standard shoring. If required, schedule this meeting after all standard shoring selection forms have been submitted. The Resident, District or Bridge Maintenance Engineer, Bridge or Roadway Construction Engineer, Geotechnical Operations Engineer, Contractor and Shoring Contractor Superintendent will attend this preconstruction meeting.

#### **Construction Methods**

Construct standard shoring in accordance with the *Temporary Shoring* provision.

#### (A) Standard Temporary Shoring Installation

Based on actual shoring height, positive protection, groundwater elevation, slope or surcharge case and traffic impact at each standard temporary shoring location, install piles with the minimum required embedment and extension for each shoring section in accordance with Standard Drawing No. 1801.01. For concrete barrier above and next to standard temporary shoring and temporary guardrail above and attached to standard temporary shoring, use "surcharge case with traffic impact" in accordance with Standard Drawing No. 1801.01. Otherwise, use "slope or surcharge case with no traffic impact" in accordance with Standard Drawing No. 1801.01. If refusal is reached before driven piles

attain the minimum required embedment, use drilled-in H-piles with timber lagging for standard temporary shoring.

# (B) Standard Temporary Walls Installation

Based on actual wall height, groundwater elevation, slope or surcharge case, geotextile or geogrid reinforcement and shoring backfill in the reinforced zone at each standard temporary wall location, construct walls with the minimum required reinforcement length and number of reinforcement layers for each wall section in accordance with Standard Drawing No. 1801.02. For standard temporary walls with pile foundations in the reinforced zone, drive piles through reinforcement after constructing temporary walls.

For standard temporary walls with interior angles less than 90°, wrap geosynthetics at acute corners as directed by the Engineer. Place geosynthetics as shown in Standard Drawing No. 1801.02. Place separation geotextiles between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, place separation geotextiles between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

# **Measurement and Payment**

Standard shoring will be measured and paid in accordance with the *Temporary Shoring* provision.



#### **REINFORCED SOIL SLOPES:**

(11-19-13)

## **Description**

Construct reinforced soil slopes (RSS) consisting of select material and geogrid reinforcement in the reinforced zone with permanent soil reinforcement matting on slope faces. Construct RSS in accordance with the contract and if included in the plans, Standard Drawing No. 1803.01. RSS are required to reinforce embankments and stabilize slopes at locations shown in the plans and as directed. Define "geogrids" as primary or secondary geogrids and "standard RSS" as a RSS that meets the standard reinforced soil slope drawing (Standard Drawing No. 1803.01).

#### **Materials**

Refer to Division 10 of the Standard Specifications.

Item	Section
Anchor Pins	1056-2
Select Material	1016
Shoulder and Slope Borrow	1019-2
Wire Staples	1060-8(D)

Unless required otherwise in the plans, use Class I, II or III select material in the reinforced zone for 1.5:1 (H:V) or flatter RSS. For RSS steeper than 1.5:1 (H:V), use Class I select material in the reinforced zone that meets Article 1019-2 of the *Standard Specifications* except for select material that meets AASHTO M 145 for soil classifications A-4 and A-5. Do not use A-4 or A-5 soil or Class II or III select material for RSS steeper than 1.5:1 (H:V).

Use permanent soil reinforcement matting on slope faces of RSS that meets the *Permanent Soil Reinforcement Mat* provision.

## (A) Geogrids

Handle and store geogrids in accordance with Article 1056-2 of the *Standard Specifications*. Define "machine direction" (MD) and "cross-machine direction" (CD) for geogrids in accordance with ASTM D4439. Provide Type 1 material certifications for geogrid strengths in the MD and CD in accordance with Article 1056-3 of the *Standard Specifications*. Test geogrids in accordance with ASTM D6637.

Use geogrids with a roll width of at least 4 ft. Use primary geogrids with an "approved" status code and secondary geogrids with an "approved" or "approved for provisional use" status code. Do not use geogrids with an "approved for provisional use" status code for primary geogrids. The list of approved geogrids is available from: connect.ncdot.gov/resources/Materials/Pages/SoilsLaboratory.aspx

Provide geogrids with design strengths in accordance with the plans. For standard RSS and based on actual RSS angle and height and select material to be used in the reinforced zone at each standard RSS location, provide geogrids with long-term design strengths in accordance with Standard Drawing No. 1803.01. Geogrids are typically approved for ultimate tensile strengths in the MD and CD or long-term design strengths for a 75-year design life in the MD based on material type. Define material type from the website above for select material as follows:

Material Type	Select Material
Borrow	Class I Select Material
Fine Aggregate	Class II or Class III Select Material

If the website does not list a long-term design strength in the MD for an approved geogrid, do not use the geogrid for primary geogrid. If the website does not list a long-term design strength in the CD for an approved geogrid, use a long-term design strength equal to the ultimate tensile strength divided by 7 for the secondary geogrid

#### **Construction Methods**

Before starting RSS construction, the Engineer may require a preconstruction meeting to discuss the construction and inspection of the RSS. If required, schedule this meeting after all material certifications have been submitted. The Resident or District Engineer, Roadway Construction Engineer, Geotechnical Operations Engineer, Contractor and RSS Contractor Superintendent will attend this preconstruction meeting.

Control drainage during construction in the vicinity of RSS. Direct run off away from RSS, select material and backfill. Contain and maintain select material and backfill and protect material from erosion.

Excavate as necessary for RSS in accordance with the contract. Maintain a horizontal clearance of at least 12" between the ends of primary geogrids and limits of reinforced zone as shown in the plans. When excavating existing slopes, bench slopes in accordance with Subarticle 235-3(A) of the *Standard Specifications*. Notify the Engineer when excavation is complete. Do not place primary geogrids until excavation dimensions and in-situ material are approved.

Place geogrids within 3" of locations shown in the plans and in slight tension free of kinks, folds, wrinkles or creases. Hold geogrids in place with wire staples or anchor pins as needed. Install geogrids with the orientation, dimensions and number of layers shown in the plans. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geogrids. If necessary, the top geogrid layer may be lowered up to 9" to avoid obstructions. Extend geogrids to slope faces.

Install primary geogrids with the MD perpendicular to the embankment centerline. The MD is the direction of the length or long dimension of the geogrid roll. Unless shown otherwise in the plans, do not splice or overlap primary geogrids in the MD so splices or overlaps are parallel to toe of RSS. Unless shown otherwise in the plans and except for clearances at the ends of primary geogrids, completely cover select material at each primary geogrid layer with geogrid so primary geogrids are adjacent to each other in the CD, i.e., perpendicular to the MD. The CD is the direction of the width or short dimension of the geogrid roll.

Install secondary geogrids with MD parallel to toe of RSS. Secondary geogrids should be continuous for each secondary geogrid layer. If secondary geogrid roll length is too short, overlap ends of secondary geogrid rolls at least 12" in the direction that select material will be placed to prevent lifting the edge of the top geogrid.

Place select material in the reinforced zone in 8" to 10" thick lifts and compact material in accordance with Subarticle 235-3(C) of the *Standard Specifications*. For RSS steeper than 1.5:1

(H:V), compact slope faces with an approved method. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage geogrids when placing and compacting select material. End dumping directly on geogrids is not permitted. Do not operate heavy equipment on geogrids until they are covered with at least 8" of select material. To prevent damaging geogrids, minimize turning and avoid sudden braking and sharp turns with compaction equipment. Replace any damaged geogrids to the satisfaction of the Engineer. Construct remaining portions of embankments outside the reinforced zone in accordance with Section 235 of the *Standard Specifications*.

Plate slope faces of RSS with at least 6" of shoulder and slope borrow except when select material in the reinforced zone meets Article 1019-2 of the *Standard Specifications*. Install permanent soil reinforcement matting in accordance with the *Permanent Soil Reinforcement Mat* provision to minimize sloughing of RSS until vegetation is established. Seed slope faces and install permanent soil reinforcement matting as soon as possible to prevent erosion damage to slope faces of RSS. If damage occurs, repair RSS and reseed slope faces before installing matting.

# **Measurement and Payment**

*Reinforced Soil Slopes* will be measured and paid in square yards. RSS will be measured along the slope faces of RSS before installing permanent soil reinforcement matting as the square yards of RSS. No payment will be made for repairing damaged RSS.

The contract unit price for *Reinforced Soil Slopes* will be full compensation for providing labor, tools, equipment and RSS materials, compacting select materials and supplying and placing geogrids, select material, shoulder and slope borrow and any incidentals necessary to construct RSS except for permanent soil reinforcement matting. The contract unit price for *Reinforced Soil Slopes* will also be full compensation for excavating and hauling and removing excavated materials to install RSS.

Permanent soil reinforcement matting will be measured and paid in accordance with the *Permanent Soil Reinforcement Mat* provision.

Payment will be made under:

Pay Item
Reinforced Soil Slopes

**Pay Unit** Square Yard



#### GEOTEXTILE FOR PAVEMENT STABILIZATION:

(1-21-14)

#### **Description**

Furnish and place geotextile for pavement stabilization in accordance with the contract. Geotextile for pavement stabilization may be required to prevent pavement cracking and provide separation between the subgrade and pavement section at locations shown in the plans and as directed.

#### **Materials**

Refer to Division 10 of the Standard Specifications.

ItemSectionGeotextiles1056

Provide Type 5 geotextile for geotextile for pavement stabilization that meets the following requirements:

GEOTEXTILE FOR PAVEMENT STABILIZATION REQUIREMENTS			
Property Requirement (MARV <sup>A</sup> ) Test Method			
Tensile Strength @ 5% Strain (MD & CD <sup>A</sup> )	1,900 lb/ft	ASTM D4595	
Ultimate Tensile Strength (MD & CD <sup>A</sup> )	4,800 lb/ft	ASTM D4595	
Melting Point	300° F	ASTM D276	

A. Define "minimum average roll value" (MARV), "machine direction" (MD) and "cross-machine direction" (CD) in accordance with ASTM D4439.

#### **Construction Methods**

Notify the Engineer when the roadbed is completed within 2" of subgrade elevation. The Engineer will sample and test subgrade soils for quality to determine if geotextile for pavement stabilization is required at locations shown in the plans and other locations as directed. For subgrades without stabilization, allow 24 days to determine if geotextile for pavement stabilization is required. For stabilized subgrades with geotextile for pavement stabilization, stabilize subgrade soils to 12" beyond the base course as shown in the plans.

Place geotextile for pavement stabilization on subgrades immediately below pavement sections as shown in the plans and in slight tension free of kinks, folds, wrinkles or creases. Install geotextiles with the MD perpendicular to the roadway centerline. The MD is the direction of the length or long dimension of the geotextile roll. Do not splice or overlap geotextiles in the MD so splices or overlaps are parallel to the roadway centerline. Extend geotextile for pavement stabilization 12" beyond the base course as shown in the plans.

Completely cover subgrades with geotextile for pavement stabilization so geotextiles are adjacent to each other in the CD, i.e., perpendicular to the MD. The CD is the direction of the width or short dimension of the geotextile roll. Overlapping geotextiles in the CD is permitted but not required. Overlap geotextiles in the direction that base course will be placed to prevent lifting the edge of the top geotextile.

For asphalt base courses, asphalt mixture temperatures in the truck may not exceed 315° F at the time of placement. Do not damage geotextile for pavement stabilization when constructing base courses. Place and compact base courses in accordance with the *Standard Specifications*. Do not operate heavy equipment on geotextiles any more than necessary to construct pavement sections. Replace any damaged geotextiles to the satisfaction of the Engineer.

# **Measurement and Payment**

Geotextile for Pavement Stabilization will be measured and paid in square yards. Geotextiles will be measured along subgrades as the square yards of exposed geotextiles before placing base courses. No measurement will be made for overlapping geotextiles. The contract unit price for Geotextile for Pavement Stabilization will be full compensation for providing, transporting and placing geotextiles.

Payment will be made under:

**Pay Item**Geotextile for Pavement Stabilization

Pay Unit Square Yard



# PROJECT SPECIAL PROVISIONS Utility Construction

NCDOT Utilities Unit 1555 MSC Raleigh, NC 27699-1555

919-707-6690



## 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:

The utility owner is the Town of West Jefferson. The contact person is Mr. Brantley Price and can be reached by phone at 336-246-3551.

# 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:

 $W = LD\sqrt{P} \div 148.000$ 

# 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.

11/04/2014

# 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.

11/04/2014 2/2

# PROJECT SPECIAL PROVISIONS Utilities by Others



#### **General:**

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

- A. BREMCO Power (Distribution)
- B. BREMCO Power (Transmission)
- C. Skyline Skybest (Communications)
- C. Morris Broadband (Communications)
- E. Frontier Natural Gas (Gas Distribution)
- F. Century Link (Communications)

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

The Contractor's attention is directed to Article 105.8 of the 2012 Standard Specifications.

#### **Utilities Requiring Adjustment:**

Utility relocations are shown on the Utility by Others Plans.

A) BREMCO – Power (Distribution)

Contact Information: Mr. Ward "Hoss" Prestwood

1216 Blowing Rock Blvd.

Lenoir, NC 28645 828-758-2383

hprestwood@blueridgeemc.com

- 1) See Utilities by Others Plans.
- 2) BREMCO owns and maintains distribution within project limits.

12/10/2014

## **PROJECT SPECIAL PROVISIONS**

Utilities by Others

- 3) BREMCO will need to remove distribution pole @ station 16+30 on Y-32. This line will be moved back to other distribution pole and line terminated there
- 4) BREMCO owns and maintains service poles around the school that feed school signs. These poles will be adjusted once new sign locations are determined.
- 5) BREMCO will require 2 months to complete all relocation work and some work will co-exist with project schedule and in conjunction with the contractor.
- B) BREMCO Power (Transmission)

Contact Information: Mr. Ward "Hoss" Prestwood

1216 Blowing Rock Blvd.

Lenoir, NC 28645 828-758-2383

hprestwood@blueridgeemc.com

- 1. See Utilities by Others Plans.
- 2. Blue Ridge EMC owns and maintains Transmission poles within project limits.
- 3. Transmission pole #BT13 @ station 640+52R will be removed and another pole will be set back out of conflict within BREMCO easement.
- 4. BREMCO will require 2 months to complete relocation work and will be completed by February 2015.
- C) Skyline Skybest Poles, Copper and Fiber Optic Cables (Communications)

Contact Information: Mr. Brantley Davis

P.O. Box 759

West Jefferson, NC 28694

336-876-6533

Brantley.davis@skyline.org

- 1. See Utilities by Others Plans.
- 2. Buried Copper Cable from station 450+00 to 462+00 will be impacted with current design and proposed drainage. The current plan is to remove current line and relocate it outside of conflict area.
- 3. Pedestals located at station 456+00 and 462+00 will be relocated to eliminate conflicts.
- 4. Buried Fiber Cable on Station Drive, starting at station 16+78.63 will be relocated to eliminate conflicts.

12/10/2014 2/4

## **PROJECT SPECIAL PROVISIONS**

Utilities by Others

- 5. Buried Fiber Cable on Y-27 starting at station 14+00 will be removed and relocated to existing telephone pole at station 10+87.
- 6. Buried Fiber Cable on Y-27A will all be relocated due to conflicts with proposed design.
- 7. Pedestals located at the intersection of Y-27A and Y-27B will have to be relocated due to conflict with proposed road way design.
- 8. Relocation and removal of three poles on sheets 8 & 9 of UBO's. This will require relocation of copper and fiber optic lines located on parcels adjacent to US Hwy 221.
- D) Morris Broadband Communications

Contact Information: Mr. Steve Short

72 Nebo School Road Nebo, NC 28761 828-772-1175

Steve.short@morris.com

- 1. See Utilities by Others Plans.
- 2. TV lines that run down Y-28 crossing US 221 and continuing down Y-29. These lines will be impacted with current design and have to be relocated. The current plan is to remove buried lines and attach to Blue Ridge Electric poles aerially.
- 3. TV lines that run down Y-31 are approximately 3' deep and will not be impacted.
- 4. TV-FO lines that run from approximately station 645+00 to 650+00 are 3' deep and will not be impacted.
- 5. TV-FO crossing of US 221 at station 646+00 is approximately 3' deep and will not be impacted.
- E) Frontier Natural Gas Gas Distribution

Contact Information: Mr. Gary Moore

110 PGW Drive Elkin, NC 28621 336-526-1780

glmoore@ewst.com

- 1. See Utilities by Others Plans.
- 2. Y-32 from station 19+00 to 20+00. Impact with proposed 15" drainage pipe. Line will be lowered to a minimum of 36" and moved laterally to eliminate conflict.
- 3. Y-32 from station 22+00 to 23+00. Potential impact with proposed 30" drainage pipe. Gas Line depth will be verified by Frontier in this area. If conflict exists, this line will be lowered to a minimum of 36" and moved laterally to eliminate conflict.

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# PROJECT SPECIAL PROVISIONS

Utilities by Others

4. Y-32 from station 24+00 to 25+00. Impact with proposed 15" drainage pipe. Line will be lowered to provide clearance to a minimum of 36".

- 5. Y-32 from station 28+00 to 30+00. Impact with proposed 15" drainage pipe. Line will be lowered to provide clearance to a minimum of 36".
- 6. Frontier Natural Gas will require 2 weeks notification from contractor prior to beginning drainage crossings. Upon proper notification, Frontier Natural Gas will require 1 week to adjust at each drainage crossing.

#### F) Century Link -Communications

Contact Information: Mr. Kent Carlson

1255 US Hwy 321 North Hickory, NC 28601 828-697-5009

Kb732@bellsouth.net

- 1. See Utilities by Others Plans.
- 2. Buried Telephone (BT) from station 620+00 to 675+00 will be impacted with current design and have to be relocated. The current plan is to remove these lines and relocate them from conflict areas. These lines will remain as buried facilities.
- 3. BT lines that run down Y-30 are being impacted with current design and will have to be relocated due to impacts with proposed drainage. These lines will be removed and relocated remaining buried, to remove conflicts.
- 4. BT lines that run down Y-31 are being impacted with current design and will have to be relocated. These lines will be removed and relocated remaining buried, to remove conflicts.
- 5. BT lines that run down Y-32 are being impacted with current design and proposed drainage. These lines will be removed and relocated remaining buried, to remove conflicts.

12/10/2014 4/4

## 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:**

(West)

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

#### Shoulder and Median Areas

August 1 - June 1 May 1 - September 1		eptember 1	
20#	Kentucky Bluegrass	20#	Kentucky Bluegrass
75#	Hard Fescue	75#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1 May 1 - September 1		September 1	
100#	Tall Fescue	100#	Tall Fescue
15#	Kentucky Bluegrass	15#	Kentucky Bluegrass
30#	Hard Fescue	30#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet

500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

# 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	

# Approved Kentucky Bluegrass Cultivars:

Alpine	Bariris	Envicta	Rugby
Apollo	Bedazzled	Impact	Rugby II
Arcadia	Bordeaux	Kenblue	Showcase
Arrow	Champagne	Midnight	Sonoma
Award	Chicago II	Midnight II	

# Approved Hard Fescue Cultivars:

Chariot	Nordic	Rhino	Warwick
Firefly	Oxford	Scaldis II	
Heron	Reliant II	Spartan II	
Minotaur	Reliant IV	Stonehenge	

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

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

## **Native Grass Seeding And Mulching**

(West)

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

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

August 1 - June 1		May 1 – September 1	
18#	Creeping Red Fescue	18#	Creeping Red Fescue
8#	Big Bluestem	8#	Big Bluestem
6#	Indiangrass	6#	Indiangrass
4#	Switchgrass	4#	Switchgrass
35#	Rye Grain	25#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

## Approved Creeping Red Fescue Cultivars:

Aberdeen	Boreal	Enic	Cindy Lou
ADCHICCH	DOLEAL	ENDIC	CHICLY LADII

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*.

#### **TEMPORARY SEEDING:**

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

## **FERTILIZER TOPDRESSING:**

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

# **SUPPLEMENTAL SEEDING:**

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

#### **MOWING:**

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

## LAWN TYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones 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, 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	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON

1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

#### **Construction Methods**

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

## **Measurement and Payment**

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

Payment will be made under:

Pay ItemPay UnitResponse for Erosion ControlEach

#### **ENVIRONMENTALLY SENSITIVE AREAS:**

# **Description**

This project is located in an *Environmentally Sensitive Area*. This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the Environmentally Sensitive Areas identified on the plans and as designated by the Engineer. This also requires special procedures to be used for seeding and mulching and staged seeding within the project.

The Environmentally Sensitive Area shall be defined as a 50-foot buffer zone on both sides of the stream or depression measured from top of streambank or center of depression.

#### **Construction Methods**

## (A) Clearing and Grubbing

In areas identified as Environmentally Sensitive Areas, the Contractor may perform clearing operations, but not grubbing operations until immediately prior to beginning grading operations as described in Article 200-1 of the *Standard Specifications*. Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

# (B) Grading

Once grading operations begin in identified Environmentally Sensitive Areas, work shall progress in a continuous manner until complete. All construction within these areas shall progress in a continuous manner such that each phase is complete and areas are permanently stabilized prior to beginning of next phase. Failure on the part of the Contractor to complete any phase of construction in a continuous manner in Environmentally Sensitive Areas will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the *Standard Specifications*.

#### (C) Temporary Stream Crossings

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-12 of the *Standard Specifications*.

#### (D) Seeding and Mulching

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.

Seeding and mulching shall be performed on the areas disturbed by construction immediately following final grade establishment. No appreciable time shall lapse into the contract time without stabilization of slopes, ditches and other areas within the Environmentally Sensitive Areas.

#### (E) Stage Seeding

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height measured along the slope, or greater than 2 acres in area. Each stage shall not exceed the limits stated above.

Additional payments will not be made for the requirements of this section, as the cost for this work shall be included in the contract unit prices for the work involved.

#### **MINIMIZE REMOVAL OF VEGETATION:**

The Contractor shall minimize removal of vegetation at stream banks and disturbed areas within the project limits as directed.

## **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:

 $\underline{http://www.ncdot.gov/doh/operations/dp\_chief\_eng/roadside/fieldops/downloads/Files/Contracted} dReclamationProcedures.pdf$ 

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.

## **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)(3)(d) 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		

\*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:

- (A) the chemical and physical properties of the mat used, and
- (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 ItemPay UnitPermanent Soil Reinforcement MatSquare Yard

# **SKIMMER BASIN WITH BAFFLES:**

# **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.

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 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 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.

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 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 ItemPay UnitPolyacrylamide(PAM)PoundCoir Fiber WattleLinear 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
Polyacrylamide(PAM)
Pound

## **IMPERVIOUS DIKE:**

## **Description**

This work consists of furnishing, installing, maintaining, and removing an *Impervious Dike* for the purpose of diverting normal stream flow around the construction site. The Contractor shall construct an impervious dike in such a manner approved by the Engineer. The impervious dike shall not permit seepage of water into the construction site or contribute to siltation of the stream. The impervious dike shall be constructed of an acceptable material in the locations noted on the plans or as directed.

# **Materials**

Acceptable materials shall include but not be limited to sheet piles, sandbags, and/or the placement of an acceptable size stone lined with polypropylene or other impervious geotextile.

Earth material shall not be used to construct an impervious dike when it is in direct contact with the stream unless vegetation can be established before contact with the stream takes place.

## **Measurement and Payment**

Impervious Dike will be measured and paid as the actual number of linear feet of impervious dike(s) constructed, measured in place from end to end of each separate installation that has been completed and accepted. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance, and removal of the impervious dike.

Payment will be made under:

Pay Item Pay Unit

Impervious Dike Linear Foot

# **TEMPORARY PIPE FOR CULVERT CONSTRUCTION:**

# **Description**

This work consists of furnishing, installing, maintaining and removing any and all temporary pipe used on this project in conjunction with the culvert construction.

## **Construction Methods**

The Contractor shall install temporary pipe in locations shown on the plans in such a manner approved by the Engineer. The temporary pipe shall provide a passageway for the stream through the work-site. The minimum size requirements will be as stated on the erosion control plans.

# **Measurement and Payment**

\_\_" Temporary Pipe will be measured and paid for at the contract unit price per linear foot of temporary pipe approved by the Engineer and measured in place from end to end. Such price and payment will be full compensation for all work covered by this section including but not limited to furnishing all materials required for installation, construction, maintenance, and removal of temporary pipe.

Payment will be made under:

Pay Item

\_\_" Temporary Pipe

Linear Foot

## **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 Item Pay Unit

Coir Fiber Mat Square Yard

## **STREAM CHANNEL RELOCATION LIMITATIONS:**

The following sequence of construction shall be followed in the areas designated on the plans as stream relocations. Failure on the part of the Contractor to follow this sequence, and complete each step prior to proceeding in this area as specified, will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the *Standard Specifications*.

- (A) Clear, but do not grub area within the Environmentally Sensitive Area on the existing stream to be relocated.
- (B) Construct and stabilize, with vegetation or erosion control materials sufficient to restrain erosion, the proposed stream channel relocation as shown on the plans.
- (C) Divert water into newly constructed channel only after it has been stabilized and approved.
- (D) Begin grubbing and/or grading within the Environmentally Sensitive Area of the existing stream.

The Contractor shall perform seeding and mulching and install erosion control matting to all cut/fill slopes adjacent to stream relocations in accordance with the contract.

The above requirements apply to the stream channels being constructed at the following stations:

Approx. Sta. 537+33 to 537+80 -L- LT Approx. Sta. 622+25 to 624+15 -L- RT

# **STREAMBANK REFORESTATION:**

# **Description**

*Streambank Reforestation* will be planted in areas designated on the plans and as directed. See the Streambank Reforestation Detail Sheets.

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

## **Materials**

ItemSectionCoir Fiber Mat1060-14

Live Stakes:

Type I *Streambank Reforestation* shall be live stakes, planted along both streambanks. Live stakes shall be ½"- 2" in diameter. Stakes shall also be 2 ft. - 3 ft. in length.

Live staking plant material shall consist of a random mix made up of 50% Black Willow (*Salix nigra*) and 50% Silky Dogwood (*Cornus amomum*). Other species may be substituted upon approval of the Engineer. All plant material shall be harvested locally (within the same physiographic ecoregion and plant hardiness zone) or purchased from a local nursery, with the approval of the Engineer. All live stakes shall be dormant at time of acquisition and planting.

Staples, stakes, or reinforcement bars shall be used as anchors and shall meet the following requirements:

## 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.

# Bare Root Seedlings:

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

#### Construction Methods

Coir fiber matting shall be installed on the streambanks where live staking is to be planted as shown on the Streambank Reforestation Detail Sheets and in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat.

Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the matting with the soil. Place the matting immediately upon final grading and permanent seeding. Take care to preserve the required line, grade, and cross section of the area covered.

Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Bury the top slope end of each piece of matting in a narrow trench at least 6" 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" overlap. Construct check trenches at least 12" deep every 50 ft. longitudinally along the edges of the matting, or as directed. Fold over and bury matting to the full depth of the trench, close and tamp firmly. Overlap matting at least 6" where 2 or more widths of matting are installed side by side.

Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the Streambank Reforestation Detail Sheets and as directed. Place anchors across the matting at ends, junctions, and check trenches approximately 1 ft. apart. Place anchors down the center of each strip of matting 3 ft. apart. Place anchors along all lapped edges 1 ft. apart. Refer to the Streambank Reforestation Detail Sheets for anchoring pattern. The Engineer may require adjustments in the trenching or anchoring requirements to fit individual site conditions.

During preparation of the live stakes, the basal ends shall be cleanly cut at an angle to facilitate easy insertion into the soil, while the tops shall be cut square or blunt for tamping. All limbs shall be removed from the sides of the live cutting prior to installation.

Live stakes shall be installed within 48 hours of cutting. Outside storage locations should be continually shaded and protected from wind and direct sunlight. Live cut plant material shall remain moist at all times before planting.

Stakes shall be spaced approximately 4 ft. on center. Live stakes shall be installed according to the configuration presented on the Streambank Reforestation Detail Sheets.

Tamp live stakes perpendicularly into the finished bank slope with a dead blow hammer, with buds oriented in an upward direction. Stakes should be tamped until approximately ¾ of the stake length is within the ground. The area around each live stake shall be compacted by foot after the live stake has been installed.

1"- 2" shall be cut cleanly off of the top of each live stake with loppers at an angle of approximately 15 degrees following installation. Any stakes that are split or damaged during installation shall be removed and replaced.

The bare root seedlings shall be planted as soon as practical following permanent *Seeding and Mulching*. The seedlings shall be planted from top of bank out, along both sides of the stream, as designated on the plans.

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: Streambank reforestation shall be planted from November 15 through March 15.

# **Measurement and Payment**

Streambank Reforestation will be measured and paid for as the actual number of acres of land measured along the surface of the ground, which has been acceptably planted in accordance with this section.

Payment will be made under:

Pay ItemPay UnitStreambank ReforestationAcre

# **STRUCTURE STONE:**

# **Description**

This work consists of furnishing, stockpiling, placing and maintaining approved stone used to construct rock cross-vanes, rock vanes, j-hook vanes, w-rock cross vanes, log vanes, root wad/log vanes, log cross vanes, root wad structures, rock cross vanes for step pools, channel blocks, double wing deflectors, single wing deflectors, stream crossings, rock energy dissipaters, constructed riffles, and for use in other locations as directed.

The quantity of stone to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of stone may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

#### **Materials**

Refer to Division 10

Item	Section
No. 57 Stone	1005
Riprap, Class A, B, 1, and 2	1042
Geotextile for Drainage, Type 2	1056

Boulders shall meet the requirements of Section 1042 of the *Standard Specifications*. Boulders of minimum dimension 30" x 48" x 30" shall be individually picked for use in the structures. Boulders shall be relatively flat on either side in the same dimension, preferably the long dimension.

## **Construction Methods**

The Contractor shall place geotextile and stone in locations and to the thickness, widths, and lengths as shown on the plans or as directed. All stone shall be placed to form a sediment and erosion control device, an in-stream structure, or a channel lining neatly and uniformly with an even surface in accordance with the contract and shall meet the approval of the Engineer.

## **Measurement and Payment**

*No. 57 Stone* will be measured and paid as the actual number of tons that have been incorporated into the work, or have been delivered to and stockpiled on the project as directed. No. 57 stone that has been stockpiled will not be measured a second time.

*Riprap, Class* \_\_ will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

Geotextile for Drainage will be measured and paid for in accordance with Article 876-4 of the Standard Specifications.

*Boulders* will be measured and paid for as the actual number of tons that have been incorporated into the work, or have been delivered to and stockpiled on the project as directed. Stone that has been stockpiled will not be measured a second time.

Such price and payment will be full compensation for all work covered by this section, including but not limited to furnishing, weighing, stockpiling, re-handling, placing, and maintaining the stone and disposal of any materials not incorporated into the project.

Payment will be made under:

Pay ItemPay UnitNo. 57 StoneTonBoulderTon

# **ROCK CROSS VANE:**

# **Description**

This work consists of the construction and maintenance of physical barriers placed in and along the stream at locations designated on the plans to direct the stream flow (thalweg) toward the center of the channel and to provide grade control.

The quantity of rock cross vanes to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of rock cross vanes may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

### **Materials**

Refer to Division 10

ItemSectionBoulder1042 and SP for Structure StoneNo. 57 Stone1005Riprap, Class A1042-1Geotextile for Drainage, Type 21056

Boulders shall be used as header and footer rocks for this device.

#### **Construction Methods**

Rock cross vanes shall be constructed in accordance with the Rock Cross Vane Detail shown in the plans or as directed. Two vanes, each approximately 1/3 of the stream channel's bankfull width, will form a 20°– 30° angle out from the streambank toward upstream. The top elevation of both vanes will decrease from bankfull elevation toward the center of the channel at a slope of 4 to 20 percent. A vane running perpendicular to the stream's flow will connect the two outside vanes on the upstream end. Install header and footer rocks according to the detail and plate the upstream side with Type 2 geotextile and No. 57 stone. Voids between the header and footer rocks can be filled with hand-placed Class A riprap as directed. Footer rocks shall be placed such that the header rock is at streambed elevation. The rock cross vane shall be keyed into the bank at the downstream end as shown on the Rock Cross Vane Detail.

# **Measurement and Payment**

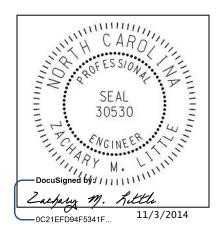
Boulders will be measured and paid for as provided elsewhere in this contract.

No. 57 Stone will be measured and paid for as provided elsewhere in this contract.

*Riprap, Class* \_\_ will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

*Geotextile for Drainage* will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

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 construct the rock cross vanes.



# Signals and Intelligent Transportation Systems Project Special Provisions (Version 12.4)

Prepared By: <u>cls</u> 3-Nov-14

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### 1. 2012 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES

# The 2012 <u>Standard Specifications</u> are revised as follows:

# 1.1. Polymer Concrete (PC) Junction Boxes (1091-5(B))

Page 10-202, revise paragraph starting on line 9 to read "Provide polymer concrete (PC) boxes which have bolted covers and open bottoms. Provide vertical extensions of 6" to 12" as required by project special provisions."

Page 10-202, revise sentence beginning on line 14 to read "Other thermoplastic materials may be used for components which are not normally exposed to sunlight."

# 1.2. Submittal Requirements (1098-1(B))

Page 10-208, replace paragraph on line 34 with the following:

Submit for approval catalog cuts and/or shop drawings for materials proposed for use on the project. Allow 40 days for review of each submittal. Do not fabricate or order material until receipt of Engineer's approval.

Submit 4 copies of each catalog cut and/or drawing and show for each component the material description, brand name, stock-number, size, rating, manufacturing specification and the intended use (identified by labeling all components with the corresponding contract line item number). Present the submittals neatly arranged in the same order as the contract bid items. Electronic submittals of catalog cuts and drawings may be accepted in lieu of hard copies.

One hard copy and an electronic (PDF) copy of reviewed submittals will be returned to the Engineer from the ITS and Signals Unit.

## **1.3.** Junction Boxes (1098-5)

Page 10-212, sub-Section 1098-5(C) Oversized Junction Boxes

Revise sentence to read, "Provide oversized junction boxes and covers with minimum inside dimensions of 28"(l) x 15"(w) x 22"(h)."

## **1.4.** Controllers with Cabinets – Material (1751-2)

Page 17-37, Section 1751-2 Material

Add the following paragraph:

When the plans or specifications require a Type 2070L controller, contractor may provide a Type 2070E controller. Unless otherwise allowed by the Engineer, provide controllers of only one type.

#### 1.5. Pedestals (1743)

Page 17-34, Add the following new sub-Section:

# 1743-4 - Screw-In Helical Foundation Anchor Assembly Description:

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

# Materials for Type I – Pedestrian Pushbutton Post:

Fabricate pipe assembly consisting of a 4" diameter x 56" long pipe, single helical blade and square fixed attachment plate. Furnish pipe in accordance with ASTM A-53 ERW Grade B and include a 2" x 3" cable opening in the pipe at 18" below the attachment plate. Furnish steel attachment plate and

helical blade in accordance with ASTM A-36. Include (4) slotted mounting holes in the attachment plate to fit bolt circles ranging from 7-3/4" to 14-3/4" diameter. Furnish additional 3/4" keyholes at slotted holes to permit anchor bolt installation and replacement from top surface. Include combination bolt-head retainer and dirt scrapers at the attachment plate underside to allow for a level or flush-mount plate installation with respect to the finished grade. Galvanize pipe assembly components in accordance with AASHTO M 111 or an approved equivalent.

Furnish (4) 3/4"-10NC x 3" square head anchor bolts to meet the requirements of ASTM 325. Provide (4) 3/4" plain flat galvanized washers, (4) 3/16" thick galvanized plate washers and (4) 3/4" galvanized hex nuts. Galvanize in accordance with AASHTO M 111 or an approved equivalent.

# **Construction Methods for Type I – Pedestrian Pushbutton Post:**

Advance or mechanically screw foundation into soil up until top of attachment plate is level with finished grade. Slide the anchor bolt heads through the keyhole openings and under the attachment plate with threads pointing up. Bolt the pedestal base to the foundation attachment plate. For further construction methods, see manufacturer's installation drawings.

# **Materials for Type II – Normal-Duty Pedestal:**

Fabricate pipe assembly consisting of a 6" diameter x 60" long, single helical blade, 1-1/4" diameter stinger rod and square fixed attachment plate. Furnish pipe in accordance with ASTM A-53 ERW Grade B using schedule 40 wall thickness and include a 2" x 3" cable opening in the pipe at 18" below the attachment plate. Furnish steel attachment plate, helical blade and stinger rod in accordance with ASTM A-36. Include (4) slotted mounting holes in the attachment plate to fit bolt circles ranging from 10" to 15" diameter. Furnish additional 1-1/4" keyholes at slotted holes to permit anchor bolt installation and replacement from top surface. Include combination bolt-head retainer and dirt scrapers at the attachment plate underside to allow for a level or flush-mount plate installation with respect to the finished grade. Galvanize pipe assembly components in accordance with AASHTO M 111 or an approved equivalent.

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

## **Construction Methods for Type II – Normal-Duty Pedestal:**

Advance or mechanically screw foundation into soil up until top of attachment plate is level with finished grade. Slide the anchor bolt heads through the keyhole openings and under the attachment plate with threads pointing up. Bolt the pedestal base to the foundation attachment plate.

For further construction methods, see manufacturer's installation drawings.

Page 17-34, revise Measurement and Payment to sub-Section 1743-5.

Revise the last paragraph to read:

No measurement will be made for pedestal foundations, pedestal screw-in helical foundations, grounding systems and any peripheral pedestal mounting hardware as these are incidental to furnishing and installing pedestals.

## 2. SIGNAL HEADS

## 2.1. MATERIALS

#### A. General:

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 12-inch and 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Fabricate 9-inch

pedestrian signal head housings, end caps, and visors from virgin polycarbonate material. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel 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.

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- 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.

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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.

# 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

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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.

# 1. 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.

#### 3. VIDEO IMAGING LOOP EMULATOR DETECTOR SYSTEMS

### 3.1. DESCRIPTION

Design, furnish, provide training, and install video imaging loop emulator detection systems with all necessary hardware in accordance with the plans and specifications.

Unless otherwise specified in the contract, all loop emulator detection equipment will remain the property of the contractor.

#### 3.2. MATERIALS

#### A. General:

Material and equipment furnished under this section must be pre-approved on the Department's QPL by the date of installation except miscellaneous hardware such as cables and mounting hardware do not need to be pre-approved.

Used equipment will be acceptable provided the following conditions have been met:

- Equipment is listed on the current QPL.
- Equipment is in good working condition.
- Equipment is to remain the property of the contractor.

Ensure that software is licensed for use by the Department and by any other agency responsible for maintaining or operating the loop emulation system. Provide the Department with a license to duplicate and distribute the software as necessary for design and maintenance support.

Design and furnish video imaging loop emulator detection systems that detect vehicles at signalized intersections by processing video images and providing detection outputs to the signal controller in real time (within 112 milliseconds of vehicle arrival).

Furnish all required camera sensor units, loop emulator processor units, hardware and software packages, cabling, poles, mast arms, harnesses, camera mounting assemblies, surge protection panels, grounding systems, messenger cable and all necessary hardware. Furnish systems that allow the display of detection zones superimposed on an image of the roadway on a Department-furnished monitor or laptop computer screen. Ensure detection zones can be defined and data entered using a simple keyboard or mouse and monitor, or using a laptop PC with software.

Provide design drawings showing design details and camera sensor unit locations for review and acceptance before installation. Provide mounting height and location requirements for camera sensor units on the design based on site survey. Design video imaging loop emulator detection systems with all necessary hardware. Indicate all necessary poles, spans, mast arms, luminaire arms, cables, camera mounting assemblies and hardware to achieve the required detection zones where Department owned poles are not adequate to locate the camera sensor units. Do not design for the installation of poles in medians.

Obtain the Engineer's approval before furnishing video imaging loop emulator detection systems. The contractor is responsible for the final design of video imaging loop emulator detection systems. Review and acceptance of the designs by the Department does not relieve the contractor from the responsibility to provide fully functional systems and to ensure that the required detection zones can be provided.

Provide the ability to program each detection call (input to the controller) with the following functions:

- Full Time Delay Delay timer is active continuously,
- Normal Delay Delay timer is inhibited when assigned phase is green (except when used with TS 2 and 170/2070L controllers),
- Extend Call is extended for this amount of time after vehicle leaves detection area,
- Delay Call/Extend Call This feature uses a combination of full time delay and extend time
  on the same detection call. Ensure operation is as follows: Vehicle calls are received after the
  delay timer times out. When a call is detected, it is held until the detection area is empty and
  the programmed extend time expires. If another vehicle enters the detection area before the
  extend timer times out, the call is held and the extend time is reset. When the extend timer
  times out, the delay timer has to expire before another vehicle call can be received.

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Provide the ability to program each detection zone as one of the following functions:

- Presence detector,
- Directional presence detector,
- Pulse detector,
- Directional pulse detector.

Ensure previously defined detector zones and configurations can be edited.

Provide each individual system with all the necessary equipment to focus and zoom the camera lenses without the need to enter the camera enclosure.

Provide systems that allow for the placement of at least 8 detection zones within the combined field of view of a single camera sensor unit. Provide a minimum of 8 detection outputs per camera.

Provide detection zones that can be overlapped. Ensure systems reliably detect vehicles when the horizontal distance from the camera sensor unit to the detection zone area is less than ten times the mounting height of the sensor. Ensure systems detect vehicles in multiple travel lanes.

Ensure systems can detect vehicle presence within a 98 to 102 percent accuracy (up to 2 percent of the vehicles missed and up to 2 percent of false detection) for clear, dry, daylight conditions, a 96 to 105 percent accuracy (up to 4 percent of the vehicles missed and up to 5 percent false detection) for dawn and dusk conditions, and a 96 percent accuracy (up to 4 percent of the vehicles missed) for night and adverse conditions (fog, snow, rain, etc.) using standard sensor optics and in the absence of occlusion.

Repair and replace all failed components within 72 hours.

The Department may conduct field-testing to ensure the accuracy of completed video imaging loop emulator detection systems.

## **B.** Loop Emulator System:

Furnish loop emulator systems that receive and simultaneously process information from camera sensor units, and provides detector outputs to signal controllers.

Ensure systems provide the following:

- Operate in a typical roadside environment and meet the environmental specifications and are fully compatible with NEMA TS 1, NEMA TS 2, or Type 170/2070L controllers and cabinets,
- provide a "fail-safe" mode whereby failure of one or more of the camera sensor units or power failure of the loop emulator system will cause constant calls to be placed on the affected vehicle detection outputs to the signal controller,
- provide compensation for minor camera movement of up to 2 percent of the field of view at 400 feet without falsely detecting vehicles,
- process the video at a minimum rate of 30 times per second,
- provide separate wired connectors inside the controller cabinet for video recording each camera.

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- provide remote video monitoring with a minimum refresh rate at 1 frame per second over a standard dial-up telephone line,
- provide remote video detection monitoring.

Furnish camera sensor units that comply with the following:

- have an output signal conforming to EIA RS-170 standard,
- have a nominal output impedance of 75 ohms,
- be immune to bright light sources, or have built in circuitry or protective devices to prevent damage to the sensor when pointed directly at strong light sources,
- be housed in a light colored environmental enclosure that is water proof and dust tight, and that conforms to NEMA-4 specifications or better,
- simultaneously monitor at least five travel lanes when placed at the proper mounting location with a zoom lens,
- have a sunshield attached to the environmental enclosure to minimize solar heating,
- meet FCC class B requirements for electromagnetic interference emissions,
- have a heater attached to the viewing window of the environmental enclosure to prevent ice and condensation in cold weather.

Where coaxial video cables and other cables are required between the camera sensor and other components located in the controller cabinet, furnish surge protection in the controller cabinet.

If furnishing coaxial communications cable comply with the following, as recommended by the approved loop emulator manufacturer:

- Number 20 AWG, solid bare copper conductor terminated with crimped-on BNC connectors (do not use BNC adapters) from the camera sensor to the signal controller cabinet.
- Number 22 AWG, stranded bare copper conductor terminated with crimped-on BNC connectors (do not use BNC adapters) from the camera sensor unit to the junction box, and within the signal controller cabinet.

Furnish power cable appropriately sized to meet the power requirements of the sensors. At a minimum, provide three conductor 120 VAC field power cable.

As determined during the site survey, furnish sensor junction boxes with nominal 6 x 10 x 6 inches dimensions at each sensor location. Provide terminal blocks and tie points for coaxial cable.

# C. Video Imaging Loop Emulator System Support:

Furnish video imaging loop emulator systems with either a simple keyboard or a mouse with monitor and appropriate software, or with system software for use on department-owned laptop PCs. Ensure the system is Windows 2000 and Windows XP compatible.

Provide Windows 2000 and Windows XP compatible personal computer software, if needed, to provide remote video and video detection monitoring.

Ensure systems allow the user to edit previously defined detector configurations. When a vehicle is within a detection zone, provide for a change in color or intensity of the detection zone perimeter

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or other appropriate display changes on the Department-furnished monitor or laptop computer screen.

Provide cabling and interconnection hardware with 6-foot minimum length interconnection cable to interface with the system.

Provide all associated equipment manuals and documentation.

# 3.3. CONSTRUCTION METHODS

Arrange and conduct site surveys with the system manufacturer's representative and Department personnel to determine proper camera sensor unit selection and placement. Provide the Department at least 3 working days notice before conducting site surveys. Upon completion of the site surveys the Department will provide revised plans reflecting the findings of the site survey.

Before beginning work at locations requiring video imaging loop emulator detection systems, furnish system software. Upon activation of detection zones, provide detector configuration files. Ensure that up-to-date detection configuration files are furnished for various detection zone configurations that may be required for construction phasing.

Place into operation loop emulator detection systems. Configure loop emulator detection systems to achieve required detection in designated zones. Have a certified manufacturer's representative on site to supervise and assist with installation, set up, and testing of the system.

Install the necessary processing and communications equipment in the signal controller cabinet. Make all necessary modifications to install equipment, cabling harnesses, and camera sensor interface panels with surge suppression.

Perform modifications to camera sensor unit gain, sensitivity, and iris limits necessary to complete the installation.

Do not install camera sensor units on signal poles unless approved by the Engineer.

Install the necessary cables from each sensor to the signal controller cabinet along signal cabling routes. Install surge protection and terminate all cable conductors.

Relocate camera sensor units and reconfigure detection zones as necessary according to the plans for construction phases.

Provide at least 8 hours of training on the set up, operation, troubleshooting, and maintenance of the loop emulator detection system to a maximum of ten Department personnel. Arrange for training to be conducted by the manufacturer's representative at an approved site within the Division responsible for administration of the project. Thirty days before conducting training submit a detailed course curriculum, draft manuals and materials, and resumes. Obtain approval of the submittal before conducting the training. At least one week before beginning training, provide three sets of complete documentation necessary to maintain and operate the system. Do not perform training until installation of loop emulator detection systems is complete.

## 3.4. MEASUREMENT AND PAYMENT

Actual number of site surveys, arranged, conducted, and accepted.

Actual number of luminaire arms for video systems furnished, installed, and accepted.

Actual number of cameras without internal loop emulator processing units furnished, installed, and accepted.

Actual number of external loop emulator processing units furnished, installed, and accepted.

No measurement will be made of video imaging loop emulator system support or training, power and video cables, and trenching as these items will be considered incidental to furnishing and installing video imaging loop emulator detection systems.

Payment will be made under:

Site Survey	. Each
Luminaire Arm for Video System	. Each
Camera without Internal Loop Emulator Processing Unit	
External Loop Emulator Processing Unit	

#### 4. TRAFFIC SIGNAL SUPPORTS

## 4.1. METAL TRAFFIC SIGNAL SUPPORTS – ALL POLES

## A. General:

Furnish and install metal strain poles, grounding systems, and all necessary hardware. The work covered by this special provision includes requirements for the design, fabrication, and installation of both standard and custom/site specifically designed metal traffic signal supports and associated foundations.

Provide metal traffic signal support systems that contain no guy assemblies, struts, or stay braces. Provide designs of completed assemblies with hardware that equals or exceeds AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals* 5th Edition, 2009 (hereafter called 5th Edition AASHTO), including the latest interim specifications. Provide assemblies with a round or near-round (18 sides or more) cross-section, or a multi sided cross section with no less than six sides. The sides may be straight, convex, or concave.

Pole heights shown on signal plans are estimated from available data for bid purposes. Prior to furnishing metal signal poles, use field measurements and adjusted cross-sections to determine whether pole heights are sufficient to obtain required clearances. If pole heights are not sufficient, the Contractor should immediately notify the Engineer of the required revised pole heights.

Ensure that metal signal poles permit cables to be installed inside poles. For holes in the poles used to accommodate cables, provide full-circumference grommets. Arm flange plate wire access holes should be deburred, non grommeted, and oversized to fit around the 2" diameter grommeted shaft flange plate wire access hole.

After fabrication, have steel poles and all parts used in the assembly hot-dip galvanized per section 1076. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during the galvanization process. Provide hot-dip galvanizing on structures that meets or exceeds ASTM Standard A-123. Provide galvanizing on hardware that meets or exceeds ASTM Standard A-153. Ensure that threaded material is brushed and retapped as necessary after galvanizing. Perform repair of damaged galvanizing that complies with the following:

Comply with article 1098-1B of the 2012 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES, hereinafter referred to as the Standard Specifications for submittal requirements. Furnish shop drawings for approval. Provide the copies of detailed shop drawings for each type of

structure as summarized below. Ensure that shop drawings include material specifications for each component and identify welds by type and size on the <u>detail drawing only</u>, not in table format. <u>Do not release structures for fabrication until shop drawings have been approved by NCDOT</u>. Provide an itemized bill of materials for all structural components and associated connecting hardware on the drawings.

Comply with article 1098-1A of the *Standard Specifications* for Qualified Products List (QPL) submittals. All shop drawings must include project location description, signal inventory number(s) and a project number or work order number on the drawings.

Summary of information required for metal pole review submittal:

Item	Hardcopy Submittal	Electronic Submittal	Comments / Special Instructions
Sealed, Approved Signal Plan/Loading Diagram	1	1	All structure design information needs to reflect the latest approved signal plans
Custom Pole Shop Drawings	4 sets	1 set	Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a unique <u>drawing</u> number for each project and identified for multiple pages.
Standard Pole Shop Drawings (from the QPL)	4 sets	1 set	Submit drawings on 11" x 17" format media. Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing</u> number for each project and identified for multiple pages.
Structure Calculations	1 set	1 set	Not required for Standard QPL Poles
Standard Pole Foundation Drawings	1 set	1 set	Submit drawings on 11" x 17" format media. Submit a completed Standard Foundation Selection form for each pole using foundation table on Metal Pole Drawing M-8.
Custom Foundation Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media. Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing</u> number for each project and identified for multiple pages.  If QPL Poles are used, include the corresponding QPL pole shop drawings with this submittal.
			21 2 pore shop drawings with this sublitation.
Foundation Calculations	1	1	Submit copies of LPILE input, output and pile tip deflection graph per Section 11.4 of this specification for each foundation.

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			Not required for Standard QPL Poles
Soil Boring Logs and Report	1	1	Report should include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

**NOTE** – All shop drawings and custom foundation design drawings must be sealed by a Professional Engineer licensed in the state of North Carolina. All geotechnical information must be sealed by either a Professional Engineer or geologist licensed in the state of North Carolina. Include a title block and revision block on the shop drawings and foundation drawings showing the NCDOT inventory number.

Shop drawings and foundation drawings may be submitted together or separately for approval. However, shop drawings must be approved before foundations can be reviewed. Foundation designs will be returned without review if the associated shop drawing has not been approved. Incomplete submittals will be returned without review. The Reviewer has the right to request additional analysis and copies of the calculations to expedite the approval process.

#### **B.** Materials:

Fabricate metal pole from coil or plate steel to meet the requirements of ASTM A 595 Grade A tubes. For structural steel shapes, plates and bars use A572 Gr 50 min or ASTM A709 Gr 50 min. Provide pole that is round in cross section or multisided tubular shapes and have a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single ply plate or coil so there are no circumferential weld splices. Galvanize in accordance with AASHTO M 111 or an approved equivalent.

Use the submerged arc process or other NCDOT previously approved process suitable for pole shafts to continuously weld pole shafts along their entire length. The longitudinal seam weld will be finished flush to the outside contour of the base metal. Ensure shafts have no circumferential welds except at the lower end joining the shaft to the pole base and arm base. Provide welding that conforms to Article 1072-18 of the *Standard Specifications*, except that no field welding on any part of the pole will be permitted unless approved by a qualified engineer.

Refer to Metal Pole Standard Drawing Sheets M2 through M5 for fabrication details. Fabricate anchor bases from plate steel meeting, as a minimum, the requirements of ASTM A 36M or cast steel meeting the requirements of ASTM A 27M Grade 485-250, AASHTO M270 Gr 36 or an approved equivalent. Conform to the applicable bolt pattern and orientation as shown on Metal Pole Standard Drawing Sheet M2.

Ensure all hardware is galvanized steel or stainless steel. The Contractor is responsible for ensuring that the designer/fabricator specifies connecting hardware and/or materials that do not create a dissimilar metal corrosive reaction.

Provide a minimum of four (4) 1-1/2" diameter high strength bolts for connection between arm plate and pole plate. Increase number of bolts to six (6) 1-1/2" diameter high strength bolts when arm lengths are greater than 50'-0" long.

Unless otherwise required by the design, ensure each anchor rod is 2" diameter and 60" length. Provide 10" minimum thread projection at the top of the rod, and 8" minimum at the bottom of the

rod. Use anchor rod assembly and drilled pier foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

For each structural bolt and other steel hardware, hot dip galvanizing shall conform to the requirements of AASHTO M 232 (ASTM A 153). Ensure end caps for poles are constructed of cast aluminum conforming to Aluminum Alloy 356.0F.

Provide a circular anchor bolt lock plate that will be secured to the anchor bolts at the embedded end with 2 washers and 2 nuts. Provide a base plate template that matches the bolt circle diameter of the anchor bolt lock plate. Construct plates and templates from ½" minimum thick steel with a minimum width of 4". Galvanizing is not required for both plates.

Provide 4 heavy hex nuts and 4 flat washers for each anchor bolt. For nuts, use AASHTO M291 grade 2H, DH, or DH3 or equivalent material. For flat washers, use AASHTO M293 or equivalent material.

#### **C.** Construction Methods:

Erect signal support poles only after concrete has attained a minimum allowable compressive strength of 3000 psi. Install anchor rod assemblies in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

For further construction methods, see construction methods for Metal Strain Pole.

Connect poles to grounding electrodes and bond them to the electrical service grounding electrodes.

For holes in the poles used to accommodate cables, install grommets before wiring pole. Do not cut or split grommets.

Attach the terminal compartment cover to the pole by a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cover to hang clear of the compartment opening when the cover is removed, and is strong enough to prevent vandalism. Ensure the chain or cable will not interfere with service to the cables in the pole base.

Attach cap to pole with a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cap to hang clear of the opening when the cap is removed.

Perform repair of damaged galvanizing that complies with the *Standard Specifications*, Article 1076-7 "Repair of Galvanizing."

Install galvanized wire mesh around the perimeter of the base plate to cover the gap between the base plate and top of foundation for debris and pest control.

Install a 1/4" thick plate for concrete foundation tag to include: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation.

## 4.2. METAL POLE UPRIGHTS (VERTICAL MEMBERS)

## A. Materials:

- Provide tapered tubular shafts and fabricated of steel conforming to ASTM A-595 Grade A or an approved equivalent.
- Hot-dip galvanize poles in accordance with AASHTO M 111 or an approved equivalent.

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- Have shafts that are continuously welded for the entire length by the submerged arc process, and with exposed welds ground or rolled smooth and flush with the base metal. Provide welding that conforms to Article 1072-18 of the *Standard Specification* except that no field welding on any part of the pole will be permitted.
- Have Shafts with no circumferential welds except at the lower end joining the shaft to the base.
- Have anchor bases for steel poles fabricated from plate steel meeting as a minimum the requirements of ASTM A 36M or cast steel meeting the requirements of ASTM A 27M Grade 485-250 or an approved equivalent.

Provide a grounding lug(s) in the approximate vicinity of the messenger cable clamp for bonding and grounding messenger cable. Lugs must accept #4 or #6 AWG wire to bond messenger cables to the pole in order to provide an effective ground fault circuit path. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

Have poles permanently stamped above the hand holes with the identification tag details as shown on Metal Pole Standard Drawing Sheet M2.

Provide liquid tight flexible metal conduit (Type LFMC), liquid tight flexible nonmetallic conduit (Type LFNC), high density polyethylene conduit (Type HDPE), or approved equivalent to isolate conductors feeding luminaires.

Fabricate poles from a single piece of steel or aluminum with single line seam weld with no transverse butt welds. Fabrication of two ply pole shafts is unacceptable with the exception of fluted shafts. Provide tapers for all shafts that begin at base and that have diameters which decrease uniformly at the rate of not more than 0.14 inch per foot (11.7 millimeters per meter) of length.

Provide four anchor nuts and four washers for each anchor bolt. Ensure that anchor bolts have required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

Provide a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains a 12-terminal barrier type terminal block. Provide two terminal screws with a removable shorting bar between them for each termination. Furnish terminal compartment covers attached to the pole by a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cover to hang clear of the compartment opening when the cover is removed, and is strong enough to prevent vandals from being able to disconnect the cover from the pole. Ensure that the chain or cable will not interfere with service to the cables in the pole base.

Install grounding lugs that will accept #4 or #6 AWG wire to electrically bond messenger cables to the pole. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

For each pole, provide a 1/2 inch minimum thread diameter, coarse thread stud and nut for grounding which will accommodate #6 AWG ground wire. Ensure that the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

Provide a removable pole cap with stainless steel attachment screws for the top of each pole. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the pole with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the pole-top opening when the cap is removed.

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When required by the plans, furnish couplings 42 inches above the bottom of the base for mounting of pedestrian pushbuttons. Provide mounting points consisting of 1-1/2 inch internally threaded half-couplings that comply with the NEC and that are mounted within the poles. Ensure that couplings are essentially flush with the outside surfaces of the poles and are installed before any required galvanizing. Provide a threaded plug in each mounting point. Ensure that the surface of the plug is essentially flush with the outer end of the mounting point when installed and has a recessed hole to accommodate a standard wrench.

#### 1. Strain Pole Shafts

Provide 2 messenger cable (span wire) clamps and associated hardware for attachment of messenger cable. Ensure that diameter of the clamp is appropriate to its location on the pole and is appropriately designed to be adjustable from 1'-6" below the top, down to 6'-6" below the top of the pole. Do not attach more than one support cable to a messenger cable clamp.

Provide a minimum of three (3) 2 inch (50 mm) holes equipped with an associated coupling and weatherhead on the messenger cable load side of the pole to accommodate passage of signal cables from inside the pole. Provide galvanized threaded plugs for all unused couplings at pole entrance points. Refer to Metal Pole Standard Drawing Sheet M3 for fabrication details.

Ensure that allowable pole deflection does not exceed that allowed per 5<sup>th</sup> Edition AASHTO. Ensure maximum deflection at the top of the pole does not exceed 2.5 percent of the pole height.

#### **B.** Construction Methods:

Install metal poles, hardware, and fittings as shown on the manufacturer's installation drawings. Install metal poles so that when the pole is fully loaded it is within 1 degree 40 minutes (1°40') of vertical. Install poles with the manufacturer's recommended "rake." Use threaded leveling nuts to establish rake if required.

## 4.3. DRILLED PIER FOUNDATIONS FOR METAL TRAFFIC SIGNAL POLES

Analysis procedures and formulas shall be based on AASHTO 5<sup>th</sup> Edition, latest ACI code and the *Drilled Shafts: Construction Procedures and Design Methods* FHWA-IF99-025 manual. Design methods based on engineering publications or research papers needs to have prior approval from NCDOT. The Department reserves the right to accept or disapprove any method used for the analysis.

Use a Factor of Safety of 1.33 for torsion and 2.0 for bending for the foundation design.

Foundation design for lateral load shall not exceed 1" lateral deflection at top of foundation.

For lateral analysis, use LPILE Plus V6.0 or later. Inputs, results and corresponding graphs are to be submitted with the design calculations.

Skin Friction is to be calculated using the  $\alpha$ -method for cohesive soils and the  $\beta$ -method for cohesion-less soils (**Broms method will not be accepted**). Detailed descriptions of the " $\alpha$ " and " $\beta$ " methods can be found in *FHWA-IF-99-025*.

Omit first 2.5ft for cohesive soils when calculating skin friction.

When extreme loading and poor soil conditions are encountered, the one diameter length omitted from the shaft depth calculations (per FHWA-1F-99-025) may be added back in for Torsion calculations (with prior NCDOT approval).

When hammer efficiency is not provided, assume a value of 0.70.

Design all custom foundations to carry the maximum capacity of each metal pole. For standard case strain poles only, if a custom foundation is designed, use the actual shear, axial and moment reactions from the Standard Foundation Selection Table shown on Standard Drawing No. M8.

When poor soil conditions are encountered which could create an excessively large foundation design, consideration may be given to allowing an exemption to the maximum capacity design. The contractor must gain approval from the engineer before reducing a foundation's capacity. On projects where poor soil is known to be present, it is advisable that the contractor consider getting foundations approved before releasing poles for fabrication.

Have the contractor notify the engineer if the proposed foundation is to be installed on a slope other than 8H: 1V or flatter.

## A. Description:

Furnish and install foundations for NCDOT metal poles with all necessary hardware in accordance with the plans and specifications.

Metal Pole Standards have been developed and implemented by NCDOT for use at signalized intersections in North Carolina. If the plans call for a standard pole, then a standard foundation may be selected from the plans. However, the Contractor is not required to use a standard foundation. If the Contractor chooses to design a non-standard site-specific foundation for a standard pole or if the plans call for a non-standard site-specific pole, design the foundation to conform to the applicable provisions in the NCDOT Metal Pole Standard Drawings and Section B7 (Non-Standard Foundation Design) below. If non-standard site specific foundations are designed for standard QPL approved strain poles, the foundation designer must use the design moment specified by load case on Metal Pole Standard Drawing Sheet M8. Failure to conform to this requirement will be grounds for rejection of the design.

If the Contractor chooses to design a non-standard foundation for a standard pole and the soil test results indicate a standard foundation is feasible for the site, the Contractor will be paid the cost of the standard foundation (drilled pier and wing wall, if applicable). Any additional costs associated with a non-standard site-specific foundation including additional materials, labor and equipment will be considered incidental to the cost of the standard foundation. All costs for the non-standard foundation design will also be considered incidental to the cost of the standard foundation.

## **B.** Soil Test and Foundation Determination:

#### 1. General:

Drilled piers are reinforced concrete sections, cast-in-place against in situ, undisturbed material. Drilled piers are of straight shaft type and vertical.

Some standard drilled piers for supporting poles with mast arms may require wing walls to resist torsional rotation. Based upon this provision and the results of the required soil test, a drilled pier length and wing wall requirement may be determined and constructed in accordance with the plans.

For non-standard site-specific poles, the contractor-selected pole fabricator will determine if the addition of wing walls is necessary for the supporting foundations.

#### 2. Soil Test:

Perform a soil test at each proposed metal pole location. Complete all required fill placement and excavation at each signal pole location to finished grade before drilling each boring. Soil tests

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performed that are not in compliance with this requirement may be rejected and will not be paid. Drill one boring to a depth of 26 feet within a 25 foot radius of each proposed foundation.

Perform standard penetration tests (SPT) in accordance with ASTM D 1586 at depths of 1, 2.5, 5, 7.5, 10, 15, 20 and 26 feet. Discontinue the boring if one of the following occurs:

- A total of 100 blows have been applied in any 2 consecutive 6-in. intervals.
- A total of 50 blows have been applied with < 3-in. penetration.

Describe each intersection as the "Intersection of (*Route or SR #*), (*Street Name*) and (*Route or SR #*), (*Street Name*), \_\_\_\_\_\_ County, Signal Inventory No. \_\_\_\_\_ ". Label borings with "B- <u>N, S, E, W, NE, NW, SE or SW</u>" corresponding to the quadrant location within the intersection. Pole numbers should be made available to the Drill Contractor. Include pole numbers in the boring label if they are available. If they are not available, ensure the boring labels can be cross-referenced to corresponding pole numbers. For each boring, submit a legible (hand written or typed) boring log signed and sealed by a licensed Geologist or Professional Engineer registered in North Carolina. Include on each boring the SPT blow counts and N-values at each depth, depth of the boring, hammer efficiency, depth of water table and a general description of the soil types encountered using the AASHTO Classification System.

## 3. Standard Foundation Determination:

Use the following method for determining the Design N-value:

$$Y = (N@1')^2 + (N@2.5')^2 + \dots (N@Deepest Boring Depth)^2$$

$$Z = (N@1' + N@2.5' + \dots N@Deepest Boring Depth)$$

$$N_{STD \ DEV} = \underbrace{ \left( \begin{array}{c} \text{(Total Number of N-values x Y)} - Z^2 \\ \text{(Total Number of N-values)} \text{ x (Total Number of N-values} - 1)}^{0.5} \end{array} \right)}_{}$$

**Design N-value** equals lesser of the following two conditions:

$$N_{AVG}$$
 – ( $N_{STD\ DEV}$  x 0.45)   
 $Or$    
Average of First Four N-Values =  $(N@1' + N@2.5' + N@5' + N@7.5')$ 

Note: If less than 4 N-values are obtained because of criteria listed in Section 2 above, use average of N-values collected for second condition. Do not include the N-value at the deepest boring depth for above calculations if the boring is discontinued at or before the required boring depth because of criteria listed in Section 2 above. Use N-value of

zero for weight of hammer or weight of rod. If N-value is greater than 50, reduce N-value to 50 for calculations.

If standard NCDOT strain poles are shown on the plans and the Contractor chooses to use standard foundations, determine a drilled pier length, "L," for each signal pole from the Standard Foundations Chart (sheet M 8) based on the Design N-value and the predominant soil type. For each standard pole location, submit a completed "Metal Pole Standard Foundation Selection Form" signed by the Contractor's representative. Signature on form is for verification purposes only. Include the Design N-value calculation and resulting drilled pier length, "L," on each form.

If non-standard site-specific poles are shown on the plans, submit completed boring logs collected in accordance with Section 2 (Soil Test) above along with pole loading diagrams from the plans to the contractor-selected pole fabricator to assist in the pole and foundation design.

If one of the following occurs, the Standard Foundations Chart shown on the plans may not be used and a non-standard foundation may be required. In such case, contact the Engineer.

- The Design N-value is less than 4.
- The drilled pier length, "L", determined from the Standard Foundations Chart, is greater than the depth of the corresponding boring.

In the case where a standard foundation cannot be used, the Department will be responsible for the additional cost of the non-standard foundation.

Foundation designs are based on level ground around the traffic signal pole. If the slope around the edge of the drilled pier is steeper than 8:1 (H:V) or the proposed foundation will be less than 10 feet from the top of an embankment slope, the Contractor is responsible for providing slope information to the foundation designer and to the Engineer so it can be considered in the design.

The "Metal Pole Standard Foundation Selection Form" may be found at:

http://www.ncdot.gov/doh/preconstruct/highway/geotech/formdet/misc/MetalPole.pdf

If assistance is needed, contact the Engineer.

## 4. Non-Standard Foundation Design:

Design non-standard foundations based upon site-specific soil test information collected in accordance with Section 2 (Soil Test) above. Design drilled piers for side resistance only in accordance with Section 4.6 of the AASHTO Standard Specifications for Highway Bridges. Use the computer software LPILE version-6.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use the computer software gINT V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide a drilled pier foundation for each pole with a length and diameter that result in a horizontal lateral movement of less than 1 inch at the top of the pier and a horizontal rotational movement of less than 1 inch at the edge of the pier. Contact the Engineer for pole loading diagrams for standard poles to be used for non-standard foundation designs. Submit any non-standard foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction.

#### **C. Drilled Pier Construction:**

Construct drilled pier foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

## 4.4. POLE NUMBERING SYSTEM

## A. New Poles

Attach an identification tag to each pole shaft and mast arm section as shown on Metal Pole Standard Drawing Sheet M2 "Typical Fabrication Details Common To All Metal Poles".

## **B.** Reused Poles

Do not remove the original identification tag(s) from the pole shaft and/or mast arm sections. Add a new identification tag based on the new location for any reused poles and/or mast arms.

#### 4.5. MEASUREMENT AND PAYMENT

Actual number of metal strain signal poles (without regard to height or load capacity) furnished, installed and accepted.

Actual number of soil tests with SPT borings drilled furnished and accepted.

Actual volume of concrete poured in cubic yards of drilled pier foundation furnished, installed and accepted.

No measurement will be made for foundation designs prepared with metal pole designs, as these will be considered incidental to designing signal support structures.

## Payment will be made under:

Metal Strain Signal Pole	Each
Soil Test	
Drilled Pier Foundation	

## 5. CONTROLLERS WITH CABINETS

## 5.1. MATERIALS – TYPE 2070L CONTROLLERS

Conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated August 16, 2002, plus Errata 1 dated October 27, 2003 and Errata 2 dated June 08, 2004) except as required herein.

Furnish Model 2070L controllers. Ensure that removal of the CPU module from the controller will place the intersection into flash.

The Department will provide software at the beginning of the burning-in period. Contractor shall give 5 working days notice before needing software. Program software provided by the Department.

Provide model 2070L controllers with the latest version of OS9 operating software and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070 1B, CPU Module, Single Board
- MODEL 2070-2A, Field I/O Module (FI/O)
  - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is "off")
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP

• MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

Furnish one additional MODEL 2070-7A, Async Serial Com Module (9-pin RS-232) for all master controller locations.

For each master location and central control center, furnish a U.S. Robotics V.92 or approved equivalent auto-dial/auto-answer external modem to accomplish the interface to the Department-furnished microcomputers. Include all necessary hardware to ensure telecommunications.

## 5.2. MATERIALS – GENERAL CABINETS

Provide a moisture resistant coating on all circuit boards.

Provide one 20 mm diameter radial lead UL-recognized metal oxide varistor (MOV) between each load switch field terminal and equipment ground. Electrical performance is outlined below.

PROPERTIES OF MOV SURGE PROTECTOR						
Maximum Continuous Applied Voltage at	150 VAC (RMS)					
185° F	200 VDC					
Maximum Peak 8x20µs Current at 185° F	6500 A					
Maximum Energy Rating at 185° F	80 J					
Voltage Range 1 mA DC Test at 77° F	212-268 V					
Max. Clamping Voltage 8x20μs, 100A at 77° F	395 V					
Typical Capacitance (1 MHz) at 77° F	1600 pF					

Provide a power line surge protector that is a two-stage device that will allow connection of the radio frequency interference filter between the stages of the device. Ensure that a maximum continuous current is at least 10A at 120V. Ensure that the device can withstand a minimum of 20 peak surge current occurrences at 20,000A for an 8x20 microsecond waveform. Provide a maximum clamp voltage of 395V at 20,000A with a nominal series inductance of 200µh. Ensure that the voltage does not exceed 395V. Provide devices that comply with the following:

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Frequency (Hz)	Minimum Insertion Loss (dB)
60	0
10,000	30
50,000	55
100,000	50
500,000	50
2,000,000	60
5,000,000	40
10,000,000	20
20,000,000	25

#### 5.3. MATERIALS – TYPE 170E CABINETS

## A. Type 170 E Cabinets General:

Conform to the city of Los Angeles' Specification No. 54-053-08, *Traffic Signal Cabinet Assembly Specification* (dated July 2008), except as required herein.

Furnish model 336S pole mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details. Provide 336S pole mounted cabinets that are 46" high with 40" high internal rack assemblies.

Furnish model 332 base mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. When overlaps are required, provide auxiliary output files for the overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details.

Provide model 200 load switches, model 222 loop detector sensors, model 252 AC isolators, and model 242 DC isolators according to the electrical details. As a minimum, provide one (1) model 2018 conflict monitor, one (1) model 206L power supply unit, two (2) model 204 flashers, one (1) DC isolator (located in slot I14), and four (4) model 430 flash transfer relays (provide seven (7) model 430 flash transfer relays if auxiliary output file is installed) with each cabinet.

## **B.** Type 170 E Cabinet Electrical Requirements:

Provide a cabinet assembly designed to ensure that upon leaving any cabinet switch or conflict monitor initiated flashing operation, the controller starts up in the programmed start up phases and start up interval.

Furnish two sets of non-fading cabinet wiring diagrams and schematics in a paper envelope or container and placed in the cabinet drawer.

All AC+ power is subject to radio frequency signal suppression.

Provide surge suppression in the cabinet for each type of cabinet device. Provide surge protection for the full capacity of the cabinet input file. Provide surge suppression devices that

operate properly over a temperature range of -40° F to +185° F. Ensure the surge suppression devices provide both common and differential modes of protection.

Provide a pluggable power line surge protector that is installed on the back of the PDA (power distribution assembly) chassis to filter and absorb power line noise and switching transients. Ensure the device incorporates LEDs for failure indication and provides a dry relay contact closure for the purpose of remote sensing. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20μs)	20,000A
Occurrences (8x20µs waveform)	10 minimum @ 20,000A
Maximum Clamp Voltage	395VAC
Operating Current	15 amps
Response Time	< 5 nanoseconds

Provide a loop surge suppressor for each set of loop terminals in the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (6 times, 8x20µs)	
(Differential Mode)	.400A
(Common Mode)	.1,000A
Occurrences (8x20µs waveform)	500 min @ 200A
Maximum Clamp Voltage	
(Differential Mode @400A)	35V
(Common Mode @1,000A)	35V
Response Time.	< 5 nanoseconds
Maximum Capacitance	35 pF

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

Peak Surge Current (Single pulse, 8x20)	ıs)10,000A
Occurrences (8x20µs waveform)	100 min @ 2,000A
Maximum Clamp Voltage	Rated for equipment protected
Response Time	< 1 nanosecond
Maximum Capacitance	1,500 pF
Maximum Series Resistance	15Ω

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

Peak Surge Current (Single pulse, 8x20μs).	10,000A
Occurrences (8x20µs waveform)	100 @ 2,000A
Maximum Clamp Voltage	30V
Response Time	< 1 nanosecond

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

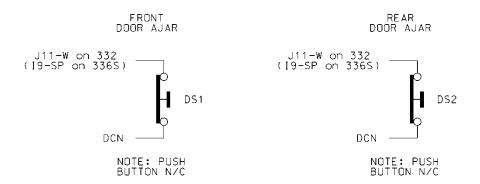
Peak Surge Current (Single pulse, 8x20µs)	20,000A
Maximum Clamp Voltage	350VAC
Response Time	< 200 nanoseconds
Discharge Voltage	<200 Volts @ 1,000A
Insulation Resistance	≥100 MΩ

Provide conductors for surge protection wiring that are of sufficient size (ampacity) to withstand maximum overcurrents which could occur before protective device thresholds are attained and current flow is interrupted.

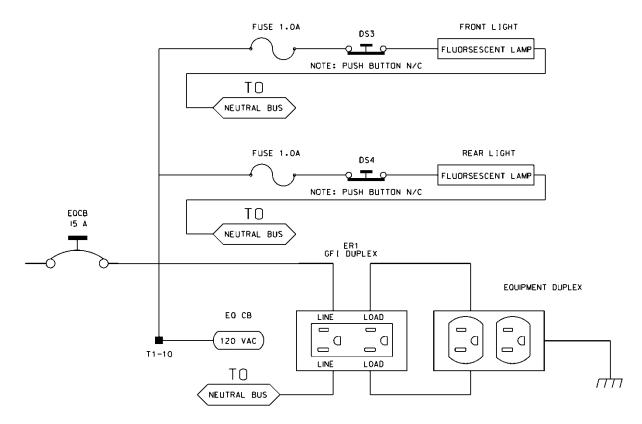
If additional surge protected power outlets are needed to accommodate fiber transceivers, modems, etc., install a UL listed, industrial, heavy-duty type power outlet strip with a minimum rating of 15 A / 125 VAC, 60 Hz. Provide a strip that has a minimum of 3 grounded outlets. Ensure the power outlet strip plugs into one of the controller unit receptacles located on the rear of the PDA. Ensure power outlet strip is mounted securely; provide strain relief if necessary.

Provide a door switch in the front and a door switch in the rear of the cabinet that will provide the controller unit with a Door Ajar alarm when either the front or the rear door is open. Ensure the door switches apply DC ground to the Input File when either the front door or the rear door is open.

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Furnish a fluorescent fixture in the rear across the top of the cabinet and another fluorescent fixture in the front across the top of the cabinet at a minimum. Ensure that the fixtures provide sufficient light to illuminate all terminals, labels, switches, and devices in the cabinet. Conveniently locate the fixtures so as not to interfere with a technician's ability to perform work on any devices or terminals in the cabinet. Provide a protective diffuser to cover exposed bulbs. Install 16 watt T-4 lamps in the fluorescent fixtures. Provide a door switch to provide power to each fixture when the respective door is open. Wire the fluorescent fixtures to the 15 amp ECB (equipment circuit breaker).



Furnish a police panel with a police panel door. For model 336S cabinets, mount the police panel on the rear door. Ensure that the police panel door permits access to the police panel when the main door is closed. Ensure that no rainwater can enter the cabinet even with the police panel door open. Provide a police panel door hinged on the right side as viewed from the front. Provide a police panel

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door lock that is keyed to a standard police/fire call box key. In addition to the requirements of LA Specification No. 54-053-08, provide the police panel with a toggle switch connected to switch the intersection operation between normal stop-and-go operation (AUTO) and manual operation (MANUAL). Ensure that manual control can be implemented using inputs and software such that the controller provides full programmed clearance times for the yellow clearance and red clearance for each phase while under manual control.

Provide a 1/4-inch locking phone jack in the police panel for a hand control to manually control the intersection. Provide sufficient room in the police panel for storage of a hand control and cord.

Ensure the 336S cabinet Input File is wired as follows:

	336S Cabinet													
	Port-Bit/C-1 Pin Assignment													
Slot#	1	2	3	4	5	6	7	8	9	10	11	12	13	14
C-1 (Spares)	59	60	61	62	63	64	65	66	75	76	77	78	79	80
Port	3-2	1-1	3-4	1-3	3-1	1-2	3-3	1-4	2-5	5-5	5-6	5-1	5-2	6-7
C-1	56	39	58	41	55	40	57	42	51	71	72	67	68	81
Port	2-1	1-5	2-3	1-7	2-2	1-6	2-4	1-8	2-6	5-7	5-8	5-3	5-4	6-8
C-1	47	43	49	45	48	44	50	46	52	73	74	69	70	82

For model 332 base mounted cabinets, ensure terminals J14-E and J14-K are wired together on the rear of the Input File. Connect TB9-12 (J14 Common) on the Input Panel to T1-2 (AC-) on the rear of the PDA.

Provide detector test switches mounted at the top of the cabinet rack or other convenient location which may be used to place a call on each of eight phases based on the chart below. Provide three positions for each switch: On (place call), Off (normal detector operation), and Momentary On (place momentary call and return to normal detector operation after switch is released). Ensure that the switches are located such that the technician can read the controller display and observe the intersection.

Connect detector test switches for cabinets as follows:

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336S Cabinet	t	332 Cabinet		
<b>Detector Call Switches</b>	Terminals	<b>Detector Call Switches</b>	Terminals	
Phase 1	I1-F	Phase 1	I1-W	
Phase 2	I2-F	Phase 2	I4-W	
Phase 3	I3-F	Phase 3	I5-W	
Phase 4	I4-F	Phase 4	I8-W	
Phase 5	I5-F	Phase 5	J1-W	
Phase 6	I6-F	Phase 6	J4-W	
Phase 7	I7-F	Phase 7	J5-W	
Phase 8	I8-F	Phase 8	J8-W	

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

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

	P	1	P	2	P	3
PIN	FUNCTION	CONN TO	FUNCTION	CONN TO	FUNCTION	CONN TO
1	CH-9G	CMU-13	OLA-GRN	A123	2P-YEL	114
2	CH-9Y	CMU-16	OLA-YEL	A122	4P-YEL	105
3	CH-10G	CMU-R	OLB-GRN	A126	6P-YEL	120
4	CH-10Y	CMU-U	OLB-YEL	A125	8P-YEL	111

Do not provide the P20 terminal assembly (red monitor board) or red interface ribbon cable as specified in LA Specification No. 54-053-08.

Provide a P20 connector that mates with and is compatible with the red interface connector mounted on the front of the conflict monitor. Ensure that the P20 connector and the red interface

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connector on the conflict monitor are center polarized to ensure proper connection. Ensure that removal of the P20 connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Wire the P20 connector to the output file and auxiliary output file using 22 AWG stranded wires. Ensure the length of these wires is a minimum of 42 inches in length. Provide a durable braided sleeve around the wires to organize and protect the wires.

Wire the P20 connector to the traffic signal red displays to provide inputs to the conflict monitor as shown below. Ensure the pedestrian Don't Walk circuits are wired to channels 13 through 16 of the P20 connector. When no auxiliary output file is installed in the cabinet, provide wires for channels 9 through 12 reds. Provide a wire for special function 1. Terminate the unused wires with ring type lugs, insulated, and bundled for optional use.

	P20 Connector									
PIN	FUNCTION	CONN TO	PIN	FUNCTION	CONN TO					
1	Channel 15 Red	119	2	Channel 16 Red	110					
3	Channel 14 Red	104	4	Chassis GND	01-9					
5	Channel 13 Red	113	6	N/C						
7	Channel 12 Red	AUX 101	8	Spec Function 1						
9	Channel 10 Red	AUX 124	10	Channel 11 Red	AUX 114					
11	Channel 9 Red	AUX 121	12	Channel 8 Red	107					
13	Channel 7 Red	122	14	Channel 6 Red	134					
15	Channel 5 Red	131	16	Channel 4 Red	101					
17	Channel 3 Red	116	18	Channel 2 Red	128					
19	Channel 1 Red	125	20	Red Enable	01-14					

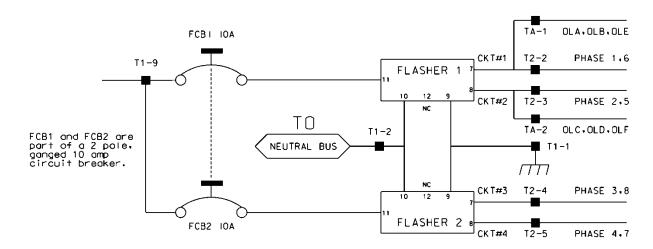
Ensure the controller unit outputs to the auxiliary output file are pre-wired to the C5 connector. When no auxiliary output file is installed in the cabinet, connect the C5 connector to a storage socket located on the Input Panel or on the rear of the PDA.

Do not wire pin 12 of the load switch sockets.

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

Provide a two pole, ganged circuit breaker for the flash bus circuit. Ensure the flash bus circuit breaker is an inverse time circuit breaker rated for 10 amps at 120 VAC with a minimum of 10,000 RMS symmetrical amperes short circuit current rating. Do not provide the auxiliary switch feature on the flash bus circuit breaker. Ensure the ganged flash bus circuit breaker is certified by the circuit breaker manufacturer to provide gang tripping operation.

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Ensure auxiliary output files are wired as follows:

AUXILIARY OUTPUT FILE TERMINAL BLOCK TA ASSIGNMENTS					
POSITION	POSITION FUNCTION				
1	Flasher Unit #1, Circuit 1/FTR1 (OLA, OLB)/FTR3 (OLE)				
2	Flasher Unit #1, Circuit 2/FTR2 (OLC, OLD)/FTR3 (OLF)				
3	Flash Transfer Relay Coils				
4	AC -				
5	Power Circuit 5				
6	Power Circuit 5				
7	Equipment Ground Bus				
8	NC				

Provide four spare load resistors mounted in each cabinet. Ensure each load resistor is rated as shown in the table below. Wire one side of each load resistor to AC-. Connect the other side of each resistor to a separate terminal on a four (4) position terminal block. Mount the load resistors and terminal block either inside the back of Output File No. 1 or on the upper area of the Service Panel.

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ACCEPTABLE LOAD RESISTOR VALUES			
VALUE (ohms)	WATTAGE		
1.5K – 1.9 K	25W (min)		
2.0K – 3.0K	10W (min)		

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

## C. Type 170 E Cabinet Physical Requirements:

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

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

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

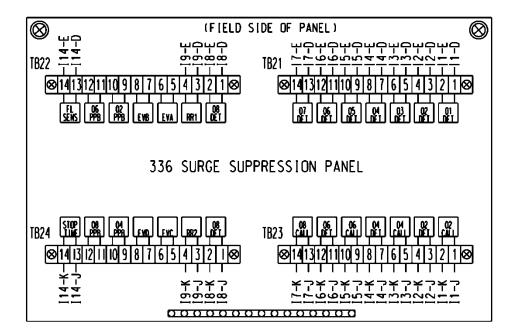
Provide front and rear doors with latching handles that allow padlocking in the closed position. Furnish 0.75 inch minimum diameter stainless steel handles with a minimum 0.5 inch shank. Place the padlocking attachment at 4.0 inches from the handle shank center to clear the lock and key. Provide an additional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

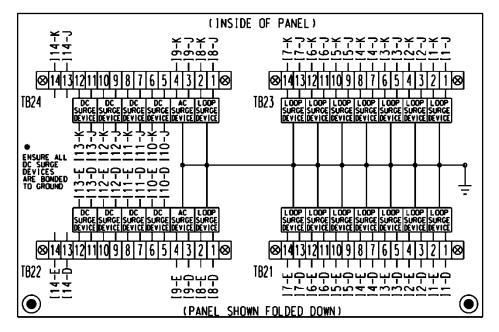
Provide Corbin #2 locks on the front and rear doors. Provide one (1) Corbin #2 and one (1) police master key with each cabinet. Ensure main door locks allow removal of keys in the locked position only.

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

For pole mounted cabinets, mount surge protection devices for the AC+ interconnect inputs, inductive loop detector inputs, and low voltage DC inputs on a swing down panel assembly fabricated from sturdy aluminum. Attach the swing down panel to the bottom rear cabinet rack assembly using thumb screws. Ensure the swing down panel allows for easy removal of the input file without removing the surge protection panel assembly or its parts. Have the surge protection devices mounted horizontally on the panel and soldered to the feed through terminals of four 14 position terminal blocks with #8 screws mounted on the other side. Ensure the top row of terminals is connected to the upper slots and the bottom row of terminals is connected to the bottom slots. Provide a 15 position copper equipment ground bus attached to the field terminal side (outside) of

the swing down panel for termination of loop lead-in shield grounds. Ensure that a Number 4 AWG green wire connects the surge protection panel assembly ground bus to the main cabinet equipment ground.





For base mounted cabinets, mount surge protection panels on the left side of the cabinet as viewed from the rear. Attach each panel to the cabinet rack assembly using bolts and make it easily removable. Mount the surge protection devices in vertical rows on each panel and connect the

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devices to one side of 12 position, double row terminal blocks with #8 screws. For each surge protection panel, terminate all grounds from the surge protection devices on a copper equipment ground bus attached to the surge protection panel. Wire the terminals to the rear of a standard input file using spade lugs for input file protection.

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

Provide a minimum 14 x 16 inch pull out, hinged top shelf located immediately below controller mounting section of the cabinet. Ensure the shelf is designed to fully expose the table surface outside the controller at a height approximately even with the bottom of the controller. Ensure the shelf has a storage bin interior which is a minimum of 1 inch deep and approximately the same dimensions as the shelf. Provide an access to the storage area by lifting the hinged top of the shelf. Fabricate the shelf and slide from aluminum or stainless steel and ensure the assembly can support the 2070L controller plus 15 pounds of additional weight. Ensure shelf has a locking mechanism to secure it in the fully extended position and does not inhibit the removal of the 2070L controller or removal of cards inside the controller when fully extended. Provide a locking mechanism that is easily released when the shelf is to be returned to its non-use position directly under the controller.

#### D. Model 2018 Enhanced Conflict Monitor:

Furnish Model 2018 Enhanced Conflict Monitors that provide monitoring of 18 channels. Ensure each channel consists of a green, yellow, and red field signal input. Ensure that the conflict monitor meets or exceeds CALTRANS' Transportation Electrical Equipment Specifications dated March 12, 2009, with Erratum 1 (hereafter referred to as CALTRANS' 2009 TEES) for a model 210 monitor unit and other requirements stated in this specification.

Ensure the conflict monitor is provided with an 18 channel conflict programming card. Pin EE and Pin T of the conflict programming card shall be connected together. Pin 16 of the conflict programming card shall be floating. Ensure that the absence of the conflict programming card will cause the conflict monitor to trigger (enter into fault mode), and remain in the triggered state until the programming card is properly inserted and the conflict monitor is reset.

Provide a conflict monitor that incorporates LED indicators into the front panel to dynamically display the status of the monitor under normal conditions and to provide a comprehensive review of field inputs with monitor status under fault conditions. Ensure that the monitor indicates the channels that were active during a conflict condition and the channels that experienced a failure for all other per channel fault conditions detected. Ensure that these indications and the status of each channel are retained until the Conflict Monitor is reset. Furnish LED indicators for the following:

- AC Power (Green LED indicator)
- VDC Failed (Red LED indicator)
- WDT Error (Red LED indicator)
- Conflict (Red LED indicator)
- Red Fail (Red LED indicator)
- Dual Indication (Red LED indicator)

- Yellow/Clearance Failure (Red LED indicator)
- PCA/PC Ajar (Red LED indicator)
- Monitor Fail/Diagnostic Failure (Red LED indicator)
- 54 Channel Status Indicators (1 Red, 1 Yellow, and 1 Green LED indicator for each of the 18 channels)

Provide a switch to set the Red Fail fault timing. Ensure that when the switch is in the ON position the Red Fail fault timing value is set to 1350 +/- 150ms (2018 mode). Ensure that when the switch is in the OFF position the Red Fail fault timing value is set to 850 +/- 150ms (210 mode).

Provide a switch to set the Watchdog fault timing. Ensure that when the switch is in the ON position the Watchdog fault timing value is set to 1.0 +/- 0.1s (2018 mode). Ensure that when the switch is in the OFF position the Watchdog fault timing value is set to 1.5 +/- 0.1s (210 mode).

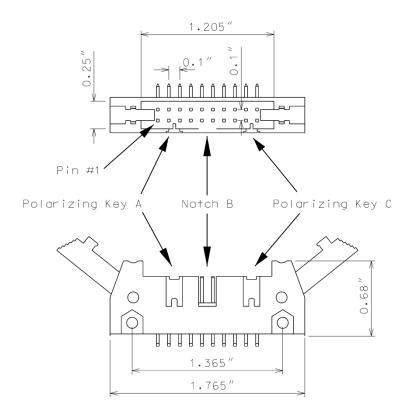
Provide a jumper or switch to set the AC line brown-out levels. Ensure that when the jumper is present or the switch is in the ON position the AC line dropout voltage threshold is  $98 \pm 2 \text{ Vrms}$ , the AC line restore voltage threshold is  $103 \pm 2 \text{ Vrms}$ , and the AC line brown-out timing value is set to  $400 \pm 50 \text{ ms}$  (2018 mode). Ensure that when the jumper is not present or the switch is in the OFF position the AC line dropout voltage threshold is  $92 \pm 2 \text{ Vrms}$ , the AC line restore voltage threshold is  $98 \pm 2 \text{ Vrms}$ , and the AC line brown-out timing value is set to  $80 \pm 10 \text{ Vrms}$  (210 mode).

Provide a jumper or switch that will enable and disable the Watchdog Latch function. Ensure that when the jumper is not present or the switch is in the OFF position the Watchdog Latch function is disabled. In this mode of operation, a Watchdog fault will be reset following a power loss, brownout, or power interruption. Ensure that when the jumper is present or the switch is in the ON position the Watchdog Latch function is enabled. In this mode of operation, a Watchdog fault will be retained until a Reset command is issued.

Provide a jumper that will reverse the active polarity for pin #EE (output relay common). Ensure that when the jumper is not present pin #EE (output relay common) will be considered 'Active' at a voltage greater than 70 Vrms and 'Not Active' at a voltage less than 50 Vrms (Caltrans mode). Ensure that when the jumper is present pin #EE (output relay common) will be considered 'Active' at a voltage less than 50 Vrms and 'Not Active' at a voltage greater than 70 Vrms (Failsafe mode).

In addition to the connectors required by CALTRANS' 2009 TEES, provide the conflict monitor with a red interface connector mounted on the front of the monitor. Ensure the connector is a 20 pin, right angle, center polarized, male connector with latching clip locks and polarizing keys. Ensure the right angle solder tails are designed for a 0.062" thick printed circuit board. Keying of the connector shall be between pins 3 and 5, and between 17 and 19. Ensure the connector has two rows of pins with the odd numbered pins on one row and the even pins on the other row. Ensure the connector pin row spacing is 0.10" and pitch is 0.10". Ensure the mating length of the connector pins is 0.24". Ensure the pins are finished with gold plating  $30\mu$ " thick.

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

Pin #	Function	Pin #	Function
1	Channel 15 Red	2	Channel 16 Red
3	Channel 14 Red	4	Chassis Ground
5	Channel 13 Red	6	Special Function 2
7	Channel 12 Red	8	Special Function 1
9	Channel 10 Red	10	Channel 11 Red
11	Channel 9 Red	12	Channel 8 Red
13	Channel 7 Red	14	Channel 6 Red
15	Channel 5 Red	16	Channel 4 Red
17	Channel 3 Red	18	Channel 2 Red
19	Channel 1 Red	20	Red Enable

Ensure that removal of the P20 cable connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

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Provide Special Function 1 and Special Function 2 inputs to the unit which shall disable only Red Fail Monitoring when either input is sensed active. A Special Function input shall be sensed active when the input voltage exceeds 70 Vrms with a minimum duration of 550 ms. A Special Function input shall be sensed not active when the input voltage is less than 50 Vrms or the duration is less than 250 ms. A Special Function input is undefined by these specifications and may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms or the duration is between 250 ms and 550 ms.

Ensure the conflict monitor recognizes field signal inputs for each channel that meet the following requirements:

- consider a Red input greater than 70 Vrms and with a duration of at least 500 ms as an "on" condition;
- consider a Red input less than 50 Vrms or with a duration of less than 200 ms as an "off" condition (no valid signal);
- consider a Red input between 50 Vrms and 70 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications;
- consider a Green or Yellow input greater than 25 Vrms and with a duration of at least 500 ms as an "on" condition;
- consider a Green or Yellow input less than 15 Vrms or with a duration of less than 200 ms as an "off" condition; and
- consider a Green or Yellow input between 15 Vrms and 25 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications.

Provide a conflict monitor that recognizes the faults specified by CALTRANS' 2009 TEES and the following additional faults. Ensure the conflict monitor will trigger upon detection of a fault and will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input for the following failures:

- 1. **Red Monitoring or Absence of Any Indication (Red Failure):** A condition in which no "on" voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070L controller, ensure monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less that 750 ms when used with a 170 controller and 1200 ms when used with a 2070L controller, ensure conflict monitor will not trigger. Red fail monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. Have red monitoring occur when all of the following input conditions are in effect:
  - a) Red Enable input to monitor is active (Red Enable voltages are "on" at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 and 70 Vrms), and
  - b) Neither Special Function 1 nor Special Function 2 inputs are active.

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

Ensure the conflict monitor will trigger and the AC Power indicator will flash at a rate of  $2 \text{ Hz} \pm 20\%$  with a 50% duty cycle when the AC Line voltage falls below the "drop-out" level. Ensure the conflict monitor will resume normal operation when the AC Line voltage returns above the "restore" level. Ensure the AC Power indicator will remain illuminated when the AC voltage returns above the "restore" level. Should an AC Line power interruption occur while the monitor is in the fault mode, then upon restoration of AC Line power, the monitor will remain in the fault mode and the correct fault and channel indicators will be displayed.

Provide a flash interval of at least 6 seconds and at most 10 seconds in duration following a power-up, an AC Line interruption, or a brownout restore. Ensure the conflict monitor will suspend all fault monitoring functions, close the Output relay contacts, and flash the AC indicator at a rate of 4 Hz  $\pm$  20% with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the "restore" level. If the watchdog input has not made

5 transitions between the True and False state within  $10 \pm 0.5$  seconds, the monitor shall enter a WDT error fault condition.

Ensure the conflict monitor will monitor an intersection with a minimum of four approaches using the four-section Flashing Yellow Arrow (FYA) vehicle traffic signal as outlined by the NCHRP 3-54 research project for protected-permissive left turn signal displays. Ensure the conflict monitor will operate in the FYA mode and FYAc (Compact) mode as specified below to monitor each channel for the following fault conditions: Conflict, Red Fail, Dual Indication, and Clearance. Provide a switch to select between the FYA mode and FYAc mode. Provide a switch to select each FYA phase movement for monitoring.

## **FYA** mode

FYA Signal Head	Phase 1 Phase 3		Phase 5	Phase 7		
Red Arrow	Channel 9 Red Channel 10 Re		Arrow Channel 9 Red Channel 10 Red Channel		Channel 11 Red	Channel 12 Red
Yellow Arrow	Channel 9 Yellow	Channel 10 Yellow	Channel 11 Yellow	Channel 12 Yellow		
Flashing Yellow Arrow	Channel 9 Green	Channel 10 Green	Channel 11 Green	Channel 12 Green		
Green Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green		

## FYAc mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 1 Red	Channel 3 Red	Channel 5 Red	Channel 7 Red
Yellow Arrow	Channel 1 Yellow	Channel 3 Yellow	Channel 5 Yellow	Channel 7 Yellow
Flashing Yellow Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green
Green Arrow	Channel 9 Green	Channel 9 Yellow	Channel 10 Green	Channel 10 Yellow

Ensure that the conflict monitor will log at least nine of the most recent events detected by the monitor in non-volatile EEPROM memory (or equivalent). For each event, record at a minimum the time, date, type of event, status of each field signal indication with RMS voltage, and specific channels involved with the event. Ensure the conflict monitor will log the following events: monitor reset, configuration, previous fault, and AC line. Furnish the signal sequence log that shows all channel states (Greens, Yellows, and Reds) and the Red Enable State for a minimum of 2 seconds prior to the current fault trigger point. Ensure the display resolution of the inputs for the signal sequence log is not greater than 50 ms.

For conflict monitors used within an Ethernet communications system, provide a conflict monitor with an Ethernet 10/100 Mbps, RJ-45 port for data communication access to the monitor by a local notebook computer and remotely via a workstation or notebook computer device connected to the signal system local area network. The Ethernet port shall be electrically isolated from the conflict monitor's electronics and shall provide a minimum of 1500 Vrms isolation. Integrate monitor with Ethernet network in cabinet. Provide software to retrieve the time and date from a network server in order to synchronize the on-board times between the conflict monitor and the controller. Furnish and install the following Windows based, graphic user interface software on workstations and notebook computers where the signal system client software is installed: 1) software to view and retrieve all event log information, 2) software that will search and display a list of conflict monitor IP addresses and IDs on the network, and 3) software to change the conflict monitor's network parameters such as IP address and subnet mask.

For non-Ethernet connected monitors, provide a RS-232C/D compliant port (DB-9 female connector) on the front panel of the conflict monitor in order to provide communications from the conflict monitor to the 170/2070L controller or to a Department-furnished laptop computer. Electrically isolate the port interface electronics from all monitor electronics, excluding Chassis Ground. Ensure that the controller can receive all event log information through a controller Asynchronous Communications Interface Adapter (Type 170E) or Async Serial Comm Module (2070). Furnish and connect a serial cable from the conflict monitor's DB-9 connector to Comm Port 1 of the 2070 controller. Ensure conflict monitor communicates with the controller. Provide a Windows based graphic user interface software to communicate directly through the same monitor RS-232C/D compliant port to retrieve and view all event log information to a Department-furnished laptop computer. The RS-232C/D compliant port on the monitor shall allow the monitor to function as a DCE device with pin connections as follows:

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Conflict Monitor RS-232C/D (DB-9 Female) Pinout				
Pin Number	Function	I/O		
1	DCD	O		
2	TX Data	O		
3	RX Data	I		
4	DTR	I		
5	Ground	-		
6	DSR	O		
7	CTS	I		
8	RTS	0		
9	NC	-		

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## MONITOR BOARD EDGE CONNECTOR

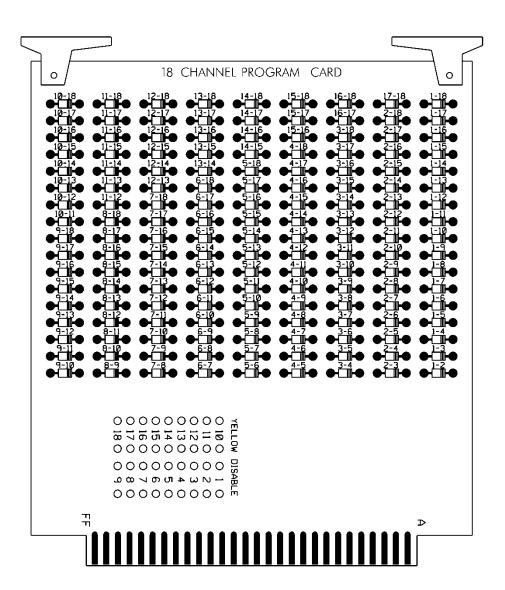
Pin #	Function (Back Side)	Pin #	Function (Component
			Side)
1	Channel 2 Green	A	Channel 2 Yellow
2	Channel 13 Green	В	Channel 6 Green
3	Channel 6 Yellow	C	Channel 15 Green
4	Channel 4 Green	D	Channel 4 Yellow
5	Channel 14 Green	E	Channel 8 Green
6	Channel 8 Yellow	F	Channel 16 Green
7	Channel 5 Green	Н	Channel 5 Yellow
8	Channel 13 Yellow	J	Channel 1 Green
9	Channel 1 Yellow	K	Channel 15 Yellow
10	Channel 7 Green	L	Channel 7 Yellow
11	Channel 14 Yellow	M	Channel 3 Green
12	Channel 3 Yellow	N	Channel 16 Yellow
13	Channel 9 Green	P	Channel 17 Yellow
14	Channel 17 Green	R	Channel 10 Green
15	Channel 11 Yellow	S	Channel 11 Green
16	Channel 9 Yellow	T	Channel 18 Yellow
17	Channel 18 Green	U	Channel 10 Yellow
18	Channel 12 Yellow	V	Channel 12 Green
19	Channel 17 Red	W	Channel 18 Red
20	Chassis Ground	X	Not Assigned
21	AC-	Y	DC Common
22	Watchdog Timer	Z	External Test Reset
23	+24VDC	AA	+24VDC
24	Tied to Pin 25	BB	Stop Time (Output)
25	Tied to Pin 24	CC	Not Assigned
26	Not Assigned	DD	Not Assigned
27	Relay Output, Side #3, N.O.	EE	Relay Output,Side
			#2,Common
28	Relay Output, Side #1, N.C.	FF	AC+

<sup>--</sup> Slotted for keying between Pins 17/U and 18/V

## CONFLICT PROGRAM CARD PIN ASSIGNMENTS

——————————————————————————————————————	Function (Back Side)	Pin #	Function (Component
Ι ΙΙΙ π	Function (Dack Side)	$1$ III $\pi$	Side)
1	Channel 2 Green	A	Channel 1 Green
2	Channel 3 Green	В	Channel 2 Green
3	Channel 4 Green	C	Channel 3 Green
4	Channel 5 Green	D	Channel 4 Green
5	Channel 6 Green	E	Channel 5 Green
6	Channel 7 Green	F	Channel 6 Green
7	Channel 8 Green	Н	Channel 7 Green
8	Channel 9 Green	J	Channel 8 Green
9	Channel 10 Green	K	Channel 9 Green
10	Channel 11 Green	L	Channel 10 Green
11	Channel 12 Green	M	Channel 11 Green
12	Channel 13 Green	N	Channel 12 Green
13	Channel 14 Green	P	Channel 13 Green
14	Channel 15 Green	R	Channel 14 Green
15	Channel 16 Green	S	Channel 15 Green
16	N/C	T	PC AJAR
17	Channel 1 Yellow	U	Channel 9 Yellow
18	Channel 2 Yellow	V	Channel 10 Yellow
19	Channel 3 Yellow	$\mathbf{W}$	Channel 11 Yellow
20	Channel 4 Yellow	X	Channel 12 Yellow
21	Channel 5 Yellow	Y	Channel 13 Yellow
22	Channel 6 Yellow	Z	Channel 14 Yellow
23	Channel 7 Yellow	AA	Channel 15 Yellow
24	Channel 8 Yellow	BB	Channel 16 Yellow
25	Channel 17 Green	CC	Channel 17 Yellow
26	Channel 18 Green	DD	Channel 18 Yellow
27	Channel 16 Green	EE	PC AJAR (Program Card)
28	Yellow Inhibit Common	FF	Channel 17 Green

<sup>--</sup> Slotted for keying between Pins 24/BB and 25/CC



## E. Preemption and Sign Control Box

Provide preemption and sign control box to operate in a Model 332 and Model 336S cabinet. Provide hardware to mount the box to the cage of the cabinet to ensure the front side is facing the opposite side of the cabinet. Furnish the material of the box from a durable finished metallic or thermoplastic case. Ensure the size of the box is not greater than  $7(1) \times 5(w) \times 5(d)$  inches. Ensure that no modification is necessary to mount the box on the cabinet cage.

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

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

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

characteristics as shown in the wiring detail in Figure 1. Provide 4 terminal screws with saddle clamps.

Provide fuses F1 and F2 as a UL Listed ¼" x 1-1/4" glass tube rated at 250 volts with a 10kA interrupting rating. Ensure F1 non-delay (fast-acting) and F2 slow-blow (time-delay) fuses have a maximum opening times of 60 minutes and 120 seconds for currents of 135 and 200 percent of the ampere rating, respectively. Ensure F2 slow-blow (time-delay) fuses have a minimum opening times of 12 seconds at 200 percent of the ampere rating. Provide fuse holders that are UL Recognized panel-mounted holders rated 250V, 15 ampere minimum with bayonet-type knobs which accept ¼" x 1-1/4" glass tube fuses.

Provide terminal blocks that are rated for 300V and are made of electrical grade thermoplastic or thermosetting plastic. Ensure each terminal block is of closed back design and has recessed-screw terminals with molded barriers between terminals. Ensure each terminal block is labeled with a block designation. Ensure each terminal is labeled with the function and a number.

Provide 3/4-inch diameter radial lead UL-recognized metal oxide varistors (MOVs) that have electrical performance as outlined below.

PROPERTIES OF MOV SURGE PROTECTOR				
Maximum Continuous Applied Voltage at	150 VAC (RMS)			
185° F	200 VDC			
Maximum Peak 8x20µs Current at 185° F	6500 A			
Maximum Energy Rating at 185° F	80 J			
Voltage Range 1 mA DC Test at 77° F	212-268 V			
Max. Clamping Voltage 8x20µs, 100A at 77° F	395 V			
Typical Capacitance (1 MHz) at 77° F	1600 pF			

Provide resistor R1 as a 2K ohm, 12 watt, wirewound resistor with tinned terminals and attaching leads. Ensure the resistor is spaced apart from surrounding wires.

Provide a LED or incandescent lamp that has a voltage rating of 120 VAC with a minimum life rating at 50,000 hours.

Wire the preemption and sign control box as shown in Figure 1.

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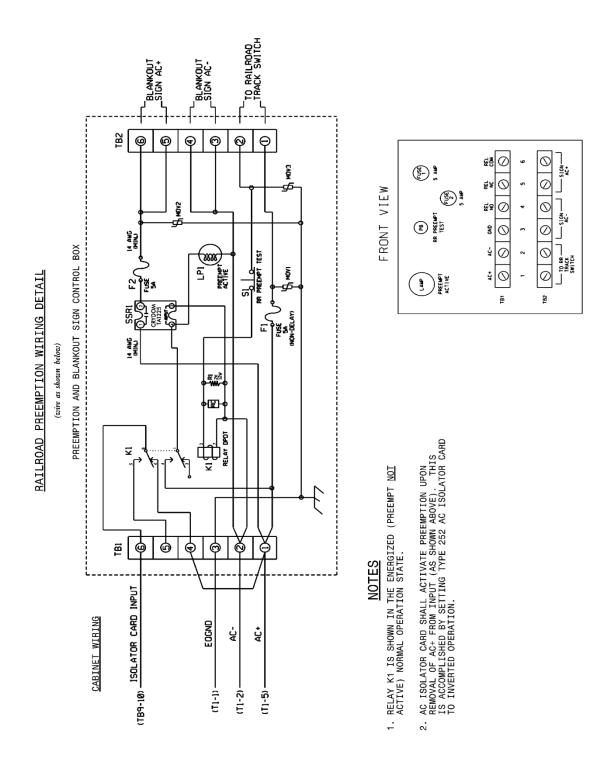


Figure 1

## 5.4. MATERIALS – TYPE 170 DETECTOR SENSOR UNITS

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

## 5.5. MATERIALS – TYPE 2070E CONTROLLERS

Conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated March 12, 2009, plus Errata 1 dated January 21, 2010) except as required herein.

Furnish Model 2070E controllers. Ensure that removal of the CPU module from the controller will place the intersection into flash.

The Department will provide software at the beginning of the burning-in period. Contractor shall give 5 working days notice before needing software. Program software provided by the Department.

Provide Model 2070E controllers with the latest version of OS9 operating software and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070-1E, CPU Module, Single Board, with 8Mb Datakey (blue in color)
- MODEL 2070-2A or approved MODEL 2070-2E, Field I/O Module (FI/O)
  - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is "off")
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

Furnish one additional MODEL 2070-7A, Async Serial Com Module (9-pin RS-232) for all master controller locations.

For each master location and central control center, furnish a U.S. Robotics V.92 or approved equivalent auto-dial/auto-answer external modem to accomplish the interface to the Department-furnished microcomputers. Include all necessary hardware to ensure telecommunications.

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## Project R-2915D Ashe County

# **Project Special Provisions Culvert**

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11/19/2014



## PROJECT SPECIAL PROVISIONS CULVERT

PROJECT R-2915D ASHE COUNTY

## 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 takeup, 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,  $1'-2\frac{1}{2}$ " 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 3/4".

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.

**Table 2.2 - Wind Pressure Values** 

Height Zone	Pressure, lb/ft <sup>2</sup> for		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

## 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.

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Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina

COUNTY	25 YR (mph)	COUNTY	25 YR (mph)	COUNTY	25 YR (mph)
Alamance	70	Franklin	70	Pamlico	100
Alexander	70	Gaston	70	Pasquotank	100
Alleghany	70	Gates	90	Pender	100
Anson	70	Graham	80	Perquimans	100
Ashe	70	Granville	70	Person	70
Avery	70	Greene	80	Pitt	90
Beaufort	100	Guilford	70	Polk	80
Bertie	90	Halifax	80	Randolph	70
Bladen	90	Harnett	70	Richmond	70
Brunswick	100	Haywood	80	Robeson	80
Buncombe	80	Henderson	80	Rockingham	70
Burke	70	Hertford	90	Rowan	70
Cabarrus	70	Hoke	70	Rutherford	70
Caldwell	70	Hyde	110	Sampson	90
Camden	100	Iredell	70	Scotland	70
Carteret	110	Jackson	80	Stanley	70
Caswell	70	Johnston	80	Stokes	70
Catawba	70	Jones	100	Surry	70
Cherokee	80	Lee	70	Swain	80
Chatham	70	Lenoir	90	Transylvania	80
Chowan	90	Lincoln	70	Tyrell	100
Clay	80	Macon	80	Union	70
Cleveland	70	Madison	80	Vance	70
Columbus	90	Martin	90	Wake	70
Craven	100	McDowell	70	Warren	70
Cumberland	80	Mecklenburg	70	Washington	100
Currituck	100	Mitchell	70	Watauga	70
Dare	110	Montgomery	70	Wayne	80
Davidson	70	Moore	70	Wilkes	70
Davie	70	Nash	80	Wilson	80
Duplin	90	New Hanover	100	Yadkin	70
Durham	70	Northampton	80	Yancey	70
Edgecombe	80	Onslow	100		
Forsyth	70	Orange	70		

R-2915D Ashe Co.

## 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 Structures Engineer North Carolina Department of Transportation Structures Management 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)

Via other delivery service:

Mr. G. R. Perfetti, P. E. State Structures Engineer North Carolina Department of Transportation
Structures Management Unit 1000 Birch Ridge Drive Raleigh, NC 27610

Attention: Mr. P. D. Lambert, P. E.

Send an additional e-copy of the submittal to the following address:

<u>jgaither@ncdot.gov</u> (James Gaither) <u>jlbolden@ncdot.gov</u> (James Bolden)

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.

Western Regional Geotechnical

Mr. Eric Williams, P. E.

Western Region Geotechnical

Manager Manager

North Carolina Department North Carolina Department

of Transportation of Transportation

Geotechnical Engineering Unit
Western Regional Office
5253 Z Max Boulevard
Geotechnical Engineering Unit
Western Regional Office
5253 Z Max Boulevard
5253 Z Max Boulevard

Harrisburg, NC 28075 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"

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R-2915D Ashe Co.

Expansion Joint Seals (strip seals)	9	0	"Strip Seals"
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	<b>Railroad Provisions</b>
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**

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

- A. <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.
- B. <u>Riggers:</u> Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. <u>Crane Inspections:</u> Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. <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.

### 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
Trout Buffer Zone Waiver	Division of Energy, Mineral, and Land Resources, DENR, State of North Carolina

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.

### PROJECT SPECIAL PROVISION

Z-1

(10-18-95) (Rev. 10-15-13)

### **PERMITS**

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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

December 29, 2014

Regulatory Division/1200A

Action ID: SAW-2012-00882

Mr. Richard Hancock, P.E. Project Development and Environmental Analysis Unit NC Department of Transportation 1598 Mail Service Center Raleigh, North Carolina 27699-1548

Dear Mr. Hancock:

In accordance with the written request of July 22, 2014, and the ensuing administrative record, enclosed are two copies of a permit to authorize the following: 1) Permanent placement of fill material into 7,886 linear feet of jurisdictional stream channel, 3.04 acres of adjacent riparian wetlands, and, 2) Temporary placement of fill material into 0.31 acres of waters of the US, associated with the proposed project (R-2915). These impacts are associated with the widening of 16.1 miles of US 221 to a four-lane, median-divided facility on the existing location. The project is divided into 5 sections for construction purposes identified as R-2915A, R-2915B, R-2915C, R-2915D and R-2915E. The project begins at the intersection of US 221 and US 421 in the Deep Gap Community of Watauga County and extends to the US 221 Business/NC88 intersection in the town of Jefferson, in Ashe County, North Carolina.

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 and exhibits 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 project. 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 District Commander, Wilmington District at the following address:

Col. Kevin P. Landers Sr. Department of the Army US AED, Wilmington District Corps of Engineers 69 Darlington Avenue Wilmington, NC 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 District 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 February 23, 2015.

It is not necessary to submit an RFA form to the District 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 and the duplicate copy will be permanently retained in this office. Should you have questions, please contact me, Raleigh Regulatory Field Office, at telephone (919) 554-4884, extension 24.

Sincerely,

Jean B. Gibby

Chief, Raleigh Regulatory

Field Office

Enclosures

# **P-4**

### DEPARTMENT OF THE ARMY PERMIT

Permittee: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ATTN: MR. RICHARD W. HANCOCK

Permit No: <u>SAW-2012-00882</u>

Issuing Office: USAED, WILMINGTON

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 the office acting under the authority of the commanding officer.

You are authorized to perform work in the accordance with the terms and conditions specified below.

**Project Description:** The project, identified as R-2915, consists of the widening of US 221 to a four-lane, median-divided facility from US 421 in the Deep Gap Community of Watauga County, North Carolina to the US 221 Business/NC88 intersection in the town of Jefferson, in Ashe County, North Carolina. R-2915 is divided into 5 sections for construction purposes, identified as Sections R-2915A, R-2915B, R-2915C, R-2915D, and R-2915E. Total permanent impacts for the construction of this project are 7,886 linear feet of jurisdictional stream channel and 3.04 acres of adjacent riparian wetlands. Temporary impacts total 0.31 acre of jurisdictional stream channel associated with the road's construction. All impacts are within the New River basin (Hydrologic Categorical Unit 05050001). THIS IS A PHASED PERMIT AUTHORIZATION: **This permit only authorizes work on Sections A, B, and D of TIP R-2915**. Construction on Sections C and E of TIP R-2915 shall not commence until final design has been completed for these sections, the permittee has minimized impacts to waters and wetlands to the maximum extent practicable, any modifications to the plans, and a compensatory mitigation plan, have been approved by the US Army Corps of Engineers (the Corps).

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.

**Project Location:** The project, identified as R-2915, involves 16.1 miles of widening US 221 from its intersection with US 421 in the Deep Gap Community, in Watauga County, North Carolina and extends to the US 221 Business/NC88 intersection in Jefferson, Ashe County, North Carolina. R-2915A begins at US 421 in Watauga County to SR 1003 (Idlewild Road) for 2.8 miles. The next section, R-2915B, runs 1.77 miles from SR 1003 (Idlewild Road) to the north of the South Fork New River. R-2915C extends from the South Fork New River 3.98 miles to south of NC 94. From south of NC 94, R-2915D extends 4.3 miles to US 211 Bypass. From US 221 Bypass, R-2915E extends 3.3 miles to the project's terminus at the US 221/NC88 intersection, in Jefferson, North Carolina. Coordinates (in latitude and longitude) for the site are 36.3475° N, -81.5320° W. The project will impact Gap Creek in twelve (12) different locations, along with impacting twenty-four (24) of its unnamed tributaries, South Fork of New River three (3) times, along with Old Field Creek and nine (9) of its unnamed tributaries. The project also contains forty-six (46) adjacent riparian wetlands sites. All jurisdictional waters are located within the New River Basin (8-Digit Cataloging Unit 05050001).

#### **Permit Conditions:**

### **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 Conditions 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 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 (Appendix B).
- 6. 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 mad 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.

with compliance with its terms and conditions, have the transferee sign and date below.

(Transferee)

- 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 measure 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) NORTH CAROLINA DEPARTMENT

OF TRANSPORTATION

ATTN: RICHARD HANCOCK

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

(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated

(Date)

Failure to institute and carry out the details of the following special conditions below (listed as 1 - 27) will result in a directive to cease all ongoing and permitted work within waters of the United States, including wetlands, associated with the permitted project, or such other remedies and/or fines as the U.S. Army Corps of Engineers District Commander or his authorized representatives may seek.

### **WORK LIMITS**

- 1. **CONSTRUCTION PLANS:** All work authorized by this permit must be performed in strict compliance with the attached application and plans for R-2915, which were received on July 22, 2014. These plans are a part of this permit and identified as Exhibit A. Any modification to these plans must be approved by the US Army Corps of Engineers (USACE) prior to implementation.
- **2. PHASED PERMIT**: This permit only authorizes work on Sections A, B, and D of TIP R-2915. Construction on Sections C and E shall not commence until final design has been completed for this section, the permittee has minimized impacts to waters and wetlands to the maximum extent practicable, any modifications to the plans, and a compensatory mitigation plan, have been approved by the U.S. Army Corps of Engineers (Corps). Preliminary plans for R-2915 C and E were provided with the July 22, 2014; application (sheets 1-33 and sheets 1-16, respectively). However, these plans are not to be used for construction purposes.
- \*3. PLANS: The permittee will 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, Raleigh Regulatory Field Office prior to any active construction in waters or wetlands.
- **4. 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 excavated or fill material within waters or wetlands outside the permitted area. This prohibition applies to all borrow and fill activities connected with this project.

- **5. 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.
- **6. DEVIATION FROM PERMITTED PLANS:** 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, or shall any activities take place that cause the degradation of waters or wetlands. There shall be no excavation from, waste disposal into, or degradation of, jurisdictional wetlands or waters associated with this permit without appropriate modification of this permits, including appropriate compensatory mitigation. This prohibition applies to all borrow and fill activities connected with this project. In addition, 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, into, or out of waters or wetlands or to reduce the reach of waters or wetlands..
- \*7. PRECONSTRUCTION MEETING: The permittee shall schedule a preconstruction meeting between its representatives, the contractor's representatives, and the Corps of Engineers, Raleigh Regulatory Field Office, NCDOT Regulatory Project Manager, 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 provide the USACE, Raleigh Regulatory Field Office, NCDOT Regulatory Project Manager, with a copy of the final plans at least two weeks prior to the preconstruction meeting along with a description of any changes that have been made to the project's design, construction methodology or construction timeframe. The permittee shall schedule the preconstruction meeting for a time when the USACE and North Carolina Division of Water Resources (NCDWR) Project Managers can attend. The permittee shall invite the Corps and NCDWR 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.

**8. MORATORIA:** To avoid adverse impacts to spawning populations of trout at this project site, no in-stream work and land disturbance within the 25-foot trout buffer from October 15 to April 15 for all streams supporting wild trout with the project area. This includes Cole Branch, Gap Creek, Old Field Creek, Beaver Creek and their unnamed tributaries. Little Buffalo Creek, South Beaver Creek and Naked Creek, along with their unnamed tributaries, are not subject to any construction moratoria.

### **RELATED LAWS**

**9. 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 1 (800) 858-0368 and provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act will be followed.

### PROJECT MAINTENANCE

- \*10. 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.
- 11. 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.
- **12. 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

- 13. 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).
- **14. PERMIT REVOCATION:** 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.
- **15. EROSION CONTROL MEASURES IN WETLANDS:** The permittee shall remove all sediment and erosion control measures placed in wetlands or waters, and shall restore natural grades in those areas, prior to project completion.

## **ENFORCEMENT**

- **16. 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, Raleigh Regulatory Field Office, c/o Mr. Andrew Williams, 3331 Heritage Trade Drive, Suite 105, Wake Forest, NC 27587, and by telephone at (919) 554-4884, Ext. 26. The Permittee shall reference the following permit number, SAW-2012-00882, on all submittals.
- 17. REPORTING VIOLATIONS OF THE CLEAN WATER ACT AND THE 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.
- **18. 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.

### P-11

# SPECIAL CONDITIONS ACTION ID: SAW-2012-00882 NORTH CAROLINA DEPARTMENT OF TRANSPORTATION R-2915 A, B AND D

### 19. CULVERTS

A. Unless otherwise requested in the applicant's application and depicted on the approved work plans, culverts greater than 48 inches in diameter will be buried at least one foot below the bed of the stream. Culverts 48 inches in diameter and less shall be buried or placed on the stream bed as practicable and appropriate to maintain aquatic passage, and every effort shall be made to maintain existing channel slope. The bottom of the culvert must be placed at a depth below the natural stream bottom to provide for passage during drought or low flow conditions. Destabilizing the stream channel and head cutting upstream should be considered in the placement of the culvert.

B. Measures will be included in the construction/installation that will promote the safe passage of fish and other aquatic organisms. 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 in connection with the construction activity. The width, height, and gradient of a proposed opening should be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow should be determined from gauge data, if available. In the absence of such data, bankfull flow can be used as a comparable level.

### 20. SEDIMENT EROSION CONTROL

- A. 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.
- B. 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.
- C. The permittee shall remove all sedimentation and erosion control measures placed in wetlands or waters, and shall restore natural grades on those areas, prior to project completion.

- D. 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 it 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 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
- **21. TEMPORARY FILLS:** Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated.

### 22. BORROW AND WASTE

A. 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.

B. All jurisdictional wetland delineations on borrow or waste areas shall be verified by the Corps of Engineers and shown on the approved reclamation plans. The permittee shall ensure that all such areas comply with Special Condition e of this permit. All information will be available to the Corps of Engineers upon request. The permittee shall require its contractors to complete and execute reclamation plans for each waste and borrow site and provide written documentation that the reclamation plans have been implemented and all work is completed. This documentation will be provided to the Corps of Engineers within 30 days of the completion of the reclamation work.

- \*23. MITIGATION: <u>In Lieu Fee</u>: 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.
- \*24. The final designs will be coordinated with the appropriate state and local officials and the Federal Emergency Management Agency (FEMA) to assure compliance with FEMA, state, and local floodway and floodplain regulations.
- **25.** Geodetic survey control monuments will be located during the design, and the U.S. Coast and Geodetic Survey and North Carolina Geodetic Survey will be notified of their location.
- **26.** NCDOT's "Best Management Practices for Protection of Surface Waters" will be implemented, where applicable, including hazardous spill catch basins in water supply watershed critical areas where the roadway crosses a water supply.
- **27.** Any underground storage tanks discovered during construction will be reported to the North Carolina Division of Environmental Management.

#### NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL Applicant: NCDOT-RICHARD W. File Number: **SAW-2012-0082** Date: 12/29/2014 **HANCOCK**, P.E. / R-2915 See Section below Attached is: INITIAL PROFFERED PERMIT (Standard Permit or Letter of Α permission) PROFFERED PERMIT (Standard Permit or Letter of permission) В PERMIT DENIAL С APPROVED JURISDICTIONAL DETERMINATION D PRELIMINARY JURISDICTIONAL DETERMINATION E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at or <a href="http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx">http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx</a> or the Corps regulations at 33 CFR Part 331.

### A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the
  district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept
  the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the
  LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit,
  including its terms and conditions, and approved jurisdictional determinations associated with the
  permit.
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

### B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the
  district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept
  the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the
  LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit,
  including its terms and conditions, and approved jurisdictional determinations associated with the
  permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms
  and conditions therein, you may appeal the declined permit under the Corps of Engineers
  Administrative Appeal Process by completing Section II of this form and sending the form to the
  division engineer. This form must be received by the division engineer within 60 days of the date of
  this notice.
- **C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the district engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**E:** PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

### SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

### POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

District Engineer, Wilmington Regulatory Division,

Attn: Jean B. Gibby

3331 Heritiage Trade Drive, Suite 105 Wake Forest, North Carolina 27587

If you only have questions regarding the appeal process you may also contact:
Mr. Jason Steele, Administrative Appeal

Review Officer

CESAD-PDO

U.S. Army Corps of Engineers, South Atlantic

Division

60 Forsyth Street, Room 10M15 Atlanta, Georgia 30303-8801

Phone: (404) 562-5137

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

	Date:	Telephone number:
Signature of appellant or agent.		

For Permit denials, Proffered Permits and approved Jurisdictional Determinations send this form to:

District Engineer, Wilmington Regulatory Division, Attn: Mrs. Jean B. Gibby, Chief, Raleigh Regulatory Field Office, 3331 Heritage Trade Drive, Suite 105, Wake Forest, North Carolina, 27587 Phone: (919) 554-4884 ex.24





## North Carolina Department of Environment and Natural Resources

Pat McCrory Governor John E Skvarla, III Secretary

September 8, 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 US 221 Widening from US 421 to US 221 Business/NC 88 in Jefferson located in Watauga and Ashe Counties. Federal Aid Project No. STP-0221(13), TIP No. R-

2915. WBS 34518.1.1. NCDWR Project No. 20140762.

Dear Mr. Hancock:

Attached hereto is a copy of Certification No. 004001 issued to The North Carolina Department of Transportation (NCDOT) dated September 8, 2014.

If we can be of further assistance, do not hesitate to contact us.

Sincerely,

Thomas A. Reeder, Director Division of Water Resources

### Attachments

cc: Andy Williams, US Army Corps of Engineers, Raleigh Field Office (electronic copy only)
Heath Slaughter, Division 11 Environmental Officer (electronic copy only)
Dr. Cynthia Van Der Wiele, Environmental Protection Agency (electronic copy only)
Marla Chambers, NC Wildlife Resources Commission (electronic copy only)
Beth Harmon, Ecosystem Enhancement Program (electronic copy only)
Dave Wanucha, NCDWR Winston Salem Regional Office (electronic copy only)
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. This certification authorizes the NCDOT to permanently impact 3.04 acres of jurisdictional wetlands and 7,886 linear feet of jurisdictional streams as described in Tables 1 and 2 below. The project shall be constructed pursuant to the application dated July 21, 2014. Stream and wetland impacts associated with Sections C and E are preliminary as shown in Tables 1 and 2 below. As such, details of the impacts will be forthcoming in a revision to this permit in the future. The authorized impacts for Sections A, B and D are as described below in Tables 4 through 8.

Table 1. Summary of Stream Impacts for all Sections of R-2915.

Section	Design Stage			Temporary Impacts (ac)	Stream Impacts Requiring Mitigation (If)	
		Permanent Fill	1,119			
R-2915A	Final	Bank Stabilization	402		1,119	
		Temporary		0.05		
		Permanent Fill	533			
R-2915B Final	Bank Stabilization	411		533		
	Temporary		0.15	•		
R-2915C Preliminary		Permanent Fill	2,263		2 262	
K-2915C	Fremmary	Temporary		0.06	2,263	
		Permanent Fill	2,627			
R-2915D	Final	Bank Stabilization	126		2,627	
		Temporary		0.05		
R-2915E Preliminary		Permanent Fill	405		405	
		Temporary	!	<0.01	403	
Total		•	7,886	0.31	6,947	

Table 2. Summary of Wetland Impacts for all Sections of R-2915.

Section	Design Stage	Wetland Impact Type	Wetland Impact Area (ac)	Wetland Impacts Requiring Mitigation (ac)**
		Perm. Wetland Fill	0.48	
R-2915A	Final	Excavation in Wetlands	0.01	0.57
K-2913A	Fillal	Mechanized Clearing in Wetlands	0.08	0.57
,		Hand Clearing in Wetlands	0.05†	
		Perm. Wetland Fill	0.32	
R-2915B	Final	Excavation in Wetlands	0.04	0.43
		Mechanized Clearing in Wetlands	0.06	
		Perm. Wetland Fill	0.16	
R-2915C Preliminary		Excavation in Wetlands		0.20
		Mechanized Clearing in Wetlands	- 0.04	* <b>,</b>
		Perm. Wetland Fill	1.01	
R-2915D Final		Excavation in Wetlands	0.01	1.32
		Mechanized Clearing in Wetlands	0.30	
		Perm. Wetland Fill	0.43	
R-2915E   Preliminary		Excavation in Wetlands		0.52
		Mechanized Clearing in Wetlands	0.09	
Total		• • •		3.04

<sup>\*\*</sup>Values are rounded.

Table 3. Stream Impacts in the New River Basin for Section R-2915A.

Site	Permanent Fill in Stream (linear ft.)	Temporary Fill in Stream (linear ft.)	Total Stream Impact (linear ft.)	Stream Impacts Requiring Mitigation (linear ft.)	
				USACE	NCDWR
1 n/a (wetland)	-	-		-	-
1A n/a (wetland)	-	-	-	-	-
1B n/a (wetland)	-	-	-	-	-
2	158	78	236	98	158
3	245	67	312	198	245
3A	57	10	67	57	57
4	19	-	19	-	19
5	9	10	19	•	9
6 .	15		15	-	15
7 *	250	10	260	250	250
8	12	-	12	-	12
9	10	-	10	-	10
10	90	10	100	74	-
11	140	20	160	80	-
12	· 65	20	85	55	-
12A	-	10	10	-	-
12B	-	10 .	10	-	-
13	79	25	104	66	-
13A	-	10	10	•	
13B	-	10	10	-	-
14	13	_	13	-	13
15 *	110	20	130	84	-
16	9	-	9	-	9
17	47	20	67	26	
18	-	-	-	-	
19	. 136	20 `	156	113	-
20	9	-	9	-	-
21	-		-	-	-
22	-			-	-
23	27	10	37	18	-
23A	-	10	10	-	-
24	21	-	236	-	21
Totals	1,521	370	2,106	1,119	818

<sup>\*</sup>Indicates that stream is intermittent.

Table 4. Riparian Wetland Impacts in the New River Basin for Section R-2915A.

Site	Permanent Fill (ac)	Temporary Fill (ac)	Excavation (ac)	Mechanized Clearing	Hand Clearing	Total Wetland Impact (ac)	Req	d Impacts uiring ion (ac)**
	()	()	()	(ac)	(ac)		USACE	NCDWR
1	0.25	-	-	-	0.03	0.28	0.25	-
1A	0.03	. <b>-</b>	-	-	< 0.01	0.03	0.03	-
1B	0.07	• ,	-	0.02	< 0.01	0.09	0.10	-
5	<0.01	-	-	-	< 0.01	0.01	<0.01	-
18	0.09	-	< 0.01	0.05	-	0.15	0.15	
21	0.01	-	< 0.01	-	< 0.01	0.01	0.02	-
· 22	0.03	-	-	-	< 0.01	0.03	0.03	-
Total	0.48	-	0.01	0.08	0.05	0.59	0.57	-

<sup>\*\*</sup>Values are rounded.

Table 5. Stream Impacts in the New River Basin for Section R-2915B.

Site	Permanent Fill in Stream (linear ft.)			Stream Impacts Requiring Mitigation (linear ft.)	
•				USACE	NCDWR
1A	214	21	235	170	214
1B	50	6	56	15	50
2	34	-	34	34	-
3	111	-	111	111	-
4 n/a (wetland)	-	-	-	-	-
5 n/a (wetland)	-	-		-	-
6 n/a (wetland)	-	-	-	-	-
7 n/a (wetland)	-	-	-	-	-
8 n/a (wetland)	-	-	-	-	-
9	147	-	147	124	-
10	154	57	211	-	154
11 n/a (wetland)	-	-	-	-	-
12 n/a (wetland)	-	-	-	-	
13	52	8	60	52	-
14 n/a (wetland)	-		•	-	-
15 n/a (wetland)	-	-	-	-	-
16	36	-	36	27	-
17	54	-	54	-	54
18	53	-	53	-	53
19	-	115	115	-	-
20	19	-	19		-
21	20	-	20	-	-
Totals	944	207	1,151	533	525

'Note: All sites are perennial streams except where indicated.

Table 6. Riparian Wetland Impacts in the New River Basin for Section R-2915B.

Site	Permanent Fill (ac)	Temporary Fill (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Total Wetland Impact (ac)	Wetland Impacts Requiring Mitigation (ac)**	
							USACE	NCDWR
4	<0.01	_	-	<0.01	-	0.28	<0.01	-
5	< 0.01	_	-	-	-	0.03	< 0.01	-
6	<0.01	-	-	-	-	0.09	< 0.01	-
7	0.05	-	0.03	-	-	0.01	0.08	-
8	< 0.01	-	-	< 0.01	-	0.15	<0.01	-
11	<0.01		-	<0.01	-	0.01	< 0.01	-
12	0.12	_	.=	< 0.01	-	0.03	0.12	
14	-	-	0.01	< 0.01	-	-	0.02	-
15	0.14	-	-	0.05	-	-	0.19	-
Total	0.32	-	0.04	0.06	-	0.59	0.43	

\*\*Values are rounded.

Table 7. Stream Impacts in the New River Basin for Section R-2915D.

Site	Permanent Fill in Stream (linear ft.)	Temporary Fill in Stream (linear ft.)	Total Stream Impact (linear ft.)	Stream Impacts Requiring Mitigation (linear ft.)	
				USACE	NCDWR
1*	312	46	358	312	312
2 n/a (wetland)	•	-	-	-	-
3A	60	-	60	60	-
3B	56	73	129	56	-
4	-	19	19	-	-
5	76	-	76	57	-
6	168	25	193	120	168
7 n/a (wetland)	-	-		-	-
8	15	-	15	-	-
9	126	22	148	126	-
10	396	-	396	396	396
11 .	11	-	11	-	-
12	51	11	62	51	-
13 n/a (wetland)	•	-	-	-	-
14	162	14	176	162	162
15	12	-	12	12	12
16 n/a (wetland)			-	-	-
17A	28	23	51	28	-
17B	12	-	- 12	12	-
18	491	•	491	491	491
19	100	12	112	100	-
20A	55	18	73	55	-
20B	57	11	68	57	-
21	49	. 17	66	49	-
22	61	-	61	61	-
23A	19	-	19	19	-
23B	66	15	81	66	-
24*	22	10	32	22	-
25	12	-	12	12	-
26	108	48	156	75	-
27	134	-	134	134	134
28 n/a (wetland)	•			-	-
29	69		- 69	69	69
30 n/a (wetland)	•		-	-	-
31 n/a (wetland)	-	-	-	-	-
32	25	19	44	25	-
Totals	2753	383.	3136	2627	1744

<sup>\*</sup>Indicates that stream is intermittent.

Table 8. Riparian Wetland Impacts in the New River Basin for Section R-2915D.

Site	Permanent Fill (ac)	Temporary Fill (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Total Wetland Impact (ac)	Wetland Impacts Requiring Mitigation (ac)**	
							USACE	NCDWR
2	< 0.01	-	-	-	-	<0.01	< 0.01	-
3B	< 0.01	-	< 0.01	0.02		0.03	0.03	-
4	0.10	-	-	0.04	-	0.14	0.14	-
7	0.25	-	-	0.05	-	0.30	0.30	-
13	< 0.01	-	< 0.01	-	-	< 0.01	0.01	-
14	0.03	-	<0.01	0.01	-	0.05	0.05	-
15	< 0.01	-	-	0.02		0.02	0.02	_
16	- 4	-		< 0.01	-	<0.01	<0.01	-
17A	0.06	-	-	0.01	-	0.07	0.07	-
19	0.07	-	-	<0.01	-	0.07	0.07	-
20B	< 0.01	-	-	<0.01	-	<0.01	0.01	-
21	0.17	-	< 0.01	-	-	0.18	0.18	_
22	< 0.01	-	-	< 0.01	-	< 0.01	< 0.01	-
24	< 0.01	-	-	0.01	-	0.02	0.02	-
25	0.11	-	•	0.05	*	0.15	0.15	-
27	0.04	-	-	< 0.01	-	0.04	0.04	-
28	< 0.01		-	0.02	-	0.02	0.02	-
30	0.04	-	-	0.06	-	0.10	0.10	-
31 、	0.06	-	-	< 0.01	-	0.07	0.07	-
32	0.02	-	-	< 0.01	•	0.02	0.02	
Total	1.01	-	<0.01	0.3	-	1.32	1.32	-

<sup>\*\*</sup>Values are rounded.

The application provides adequate assurance that the discharge of fill material into the waters of the New 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 July 21, 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**

\* 1. When final design plans are completed for R-2915 Sections C and E, a modification to the 401 Water Quality Certification shall be submitted with five copies and fees to the NC Division of Water Resources. Final designs shall reflect all appropriate avoidance, minimization, and mitigation for impacts to wetlands, streams, and other surface waters, and buffers. No construction activities that impact any wetlands, streams or surface waters located in R-2915 Sections C and E shall begin until after the permittee applies for, and receives a written modification of the 401 Water Quality Certification from the NC Division of Water Resources.

- 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 permit
  conditions and avoidance and minimization measures. NCDWR staff shall be invited to the pre-construction
  meeting.
- 3. Where streams within the project area carry supplemental classifications as Trout (Tr), High Quality Waters (HQW) or Outstanding Resource Waters (ORW), stormwater shall be directed to vegetated buffer areas, grasslined ditches or other means appropriate to the site for the purpose of pre-treating storm water runoff prior to discharging directly into streams. Mowing of existing vegetated buffers is strongly discouraged. Grassed swales should also be utilized throughout the project to reduce water velocity, promote infiltration and provide treatment for discharge before runoff enters streams. The permittee shall use Design Standards in Sensitive Watersheds per 15A NCAC 4B.0124(a)-(e) in areas draining to ORW, HQW waters. However, due to the size of the project, the NCDOT shall not be required to meet 15A NCAC 4B.0124(a) regarding the maximum amount of uncovered acres. Temporary cover (wheat, millet, or similar annual grain) or permanent herbaceous cover shall be planted on all bare soil within 15 business days of ground disturbing activities to provide erosion control.
- 4. Streams with Trout classifications require that in-stream work and land disturbance within the 25-foot buffer zone are prohibited during the trout-spawning season of October 15 through April 15 to protect the egg and fry stages of trout.
- 5. Where possible, hand clearing in wetlands should be used in Section R-2915A rather than mechanized clearing.
- 6. The relocated portion of a wetland at Permit Site 7 for Section R-2915B should be a grassed swale that has been designed to match the grade and shape of the existing wetland as much as possible.
- 7. Ensure that the planned installation of a cross vane structure at the downstream end of Old Field Creek at Permit Site 6 for Section R-2915D is constructed in such manner that alleviates scour and erosion to the maximum extent practical.
- 8. Channel relocations shall be completed and stabilized, and approved on site by NCDWR staff, prior to diverting water into the new channel. Stream banks shall be matted with coir-fiber matting. Vegetation used for bank stabilization shall be limited to native riparian vegetation, and should include establishment of a vegetated buffer on both sides of the relocated channel to the maximum extent practical. Also, additional rip-rap, above which was approved in final approved design drawings, may be allowed if it is necessary to maintain the physical integrity of the stream, but the applicant must provide written justification and any calculations used to determine the extent of rip-rap coverage requested. Once the stream has been turned into the new channel, it may be necessary to relocate stranded fish to the new channel to prevent fish kills.
- 9. All portions of the proposed project draining to 303(d) listed streams that are impaired due to biological criteria exceedances (i.e. Little Buffalo Creek) shall not discharge stormwater directly to surface waters. Stormwater shall be treated using appropriate best management practices (e.g., vegetated conveyances, constructed wetlands, detention ponds, etc.) prior to discharging to surface waters.
- 10. The post-construction removal of any temporary bridge structures must return the project site to its preconstruction contours and elevations. The impacted areas shall be revegetated with appropriate native species.
- 11. Strict adherence to the most recent version of NCDOT's Best Management Practices For Bridge Demolition and Removal approved by the US Army Corps of Engineers is a condition of the 40 Water Quality Certification.
- 12. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. To meet the requirements of NCDOT's NPDES permit NCS000250, please refer to the most recent version of the North Carolina Department of Transportation Stormwater Best Management Practices Toolbox manual for approved measures.
- 13. 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.

- 14. 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.
- 15. If multiple pipes or barrels are required, they shall be designed to mimic natural stream cross section as closely as possible including pipes or barrels at flood plain elevation and/or sills where appropriate. Widening the stream channel should be avoided. Stream channel widening at the inlet or outlet end of structures typically decreases water velocity causing sediment deposition that requires increased maintenance and disrupts aquatic life passage.
- 16. 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.
- 17. Sites where streams are impacted due to site dewatering activities shall be graded to their preconstruction contours and revegetated with appropriate native species.
- 18. 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.
- 19. Due to site conditions at Permit Site 9 for Section R-2915B, NCDWR will not require the burial of the culvert inlet in this location. However, design and placement of the culvert and other structures shall be installed in such a manner that the original stream profiles are not altered (i.e., the depth of the channel must not be reduced by a widening of the streambed). Existing stream dimensions (including pattern and profile) are to be maintained above and below locations of each culvert. The structures shall be designed and installed to allow for fish and other wildlife movement as well as prevent headcutting of the stream. The applicant may be required to provide evidence that the equilibrium has been maintained if requested in writing by the NCDWR.
- \*20. Compensatory mitigation is required for stream impacts that include: 1,119 linear feet of impacts in Section R-2915A, 533 linear feet of impacts in Section R-2915B and 2,627 linear feet of impacts in Section R-2915D. We understand that you have chosen to perform compensatory mitigation for impacts to streams through the North Carolina Ecosystem Enhancement Program (EEP), and that the EEP has agreed to implement the mitigation for the project. EEP has indicated in letters dated July 7, 2014 for R-2915A; June 18, 2014 for R-2915B; and, June 3, 2014 for R-2915D that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with the EEP Mitigation Banking Instrument signed July 28, 2010.
- \*21. Compensatory mitigation is required for impacts to riparian wetlands that include: 0.57 acres of impacts in Section R-2915A, 0.43 acres of impacts in Section R-2915B and 1.32 acres of impacts in Section R-2915D. We understand that you have chosen to perform compensatory mitigation for impacts to wetlands through the North Carolina Ecosystem Enhancement Program (EEP), and that the EEP has agreed to implement the mitigation for the project. EEP has indicated in a letters dated July 7, 2014 for R-2915A; June 18, 2014 for R-2915B; and, June 3, 2014 for R-2915D that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with EEP's Mitigation Banking Instrument signed July 28, 2010.

#### **General Conditions**

1. 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 disequilibrium 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 NCDWR. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact NCDWR for guidance on how to proceed and to determine whether or not a permit modification will be required.

- 2. NCDOT shall be in compliance with the NCS000250 issued to the NCDOT, including the applicable requirements of the NCG010000. Please note the extra protections for sensitive watersheds.
- 3. Tall fescue shall not be used in the establishment of temporary or permanent groundcover within riparian areas. For the establishment of permanent herbaceous cover, erosion control matting shall be used in conjunction with an appropriate native seed mix on disturbed soils within the riparian area and on disturbed steep slopes with the following exception. Erosion control matting is not necessary if the area is contained by perimeter erosion control devices such as silt fence, temporary sediment ditches, basins, etc. Matting should be secured in place with staples, stakes, or wherever possible, live stakes of native trees. Erosion control matting placed in riparian areas shall not contain a nylon mesh grid, which can impinge and entrap small animals. For the establishment of temporary groundcover within riparian areas, hydroseeding along with wood or cellulose based hydro mulch applied from a fertilizer- and limestone-free tank is allowable at the appropriate rate in conjunction with the erosion control measures. Riparian areas are defined as a distance 25 feet landward from top of stream bank.
- 4. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- \*9. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval.
- 10. 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 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.
- 11. 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.
- 12. 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.
- 13. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification.
- 14. 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.
- 15. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification.

- 16. 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.
- 17. 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.
- 18. 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.
- 19. The Permittee shall report any violations of this certification to the Division of Water Resources within 24 hours of discovery.
- \*20. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer or appointee shall complete and return the enclosed "Certification of Completion Form" to notify NCDWR when all work included in the 401 Certification has been completed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification.

Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. This Certification shall become null and void unless the above conditions are made 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:

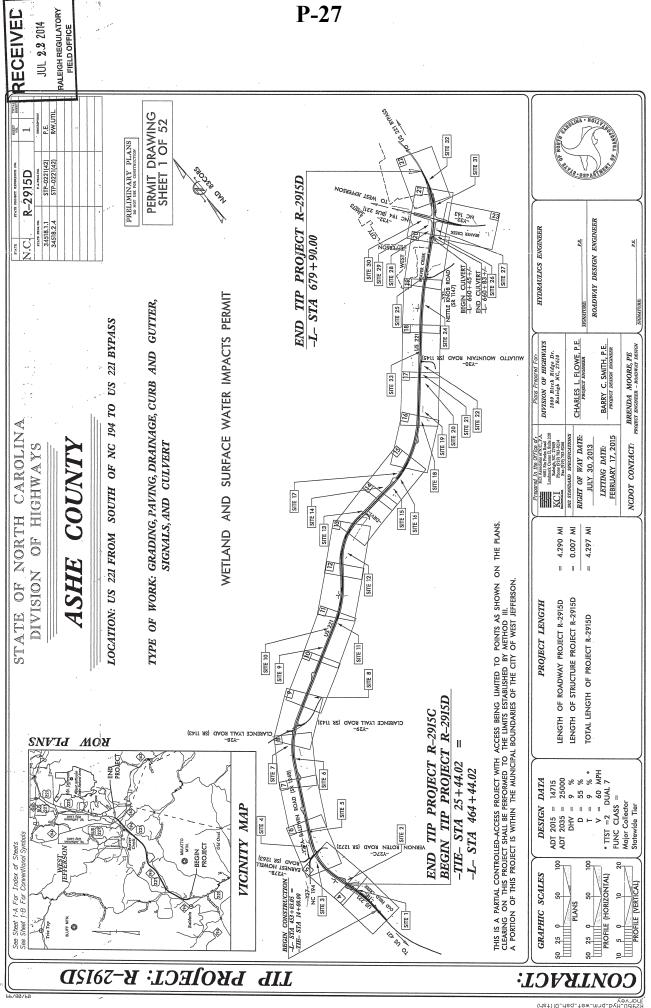
Mr. John Evans, General Counsel Department of Environment and Natural Resources 1601 Mail Service Center

This the 8th day of September 2014

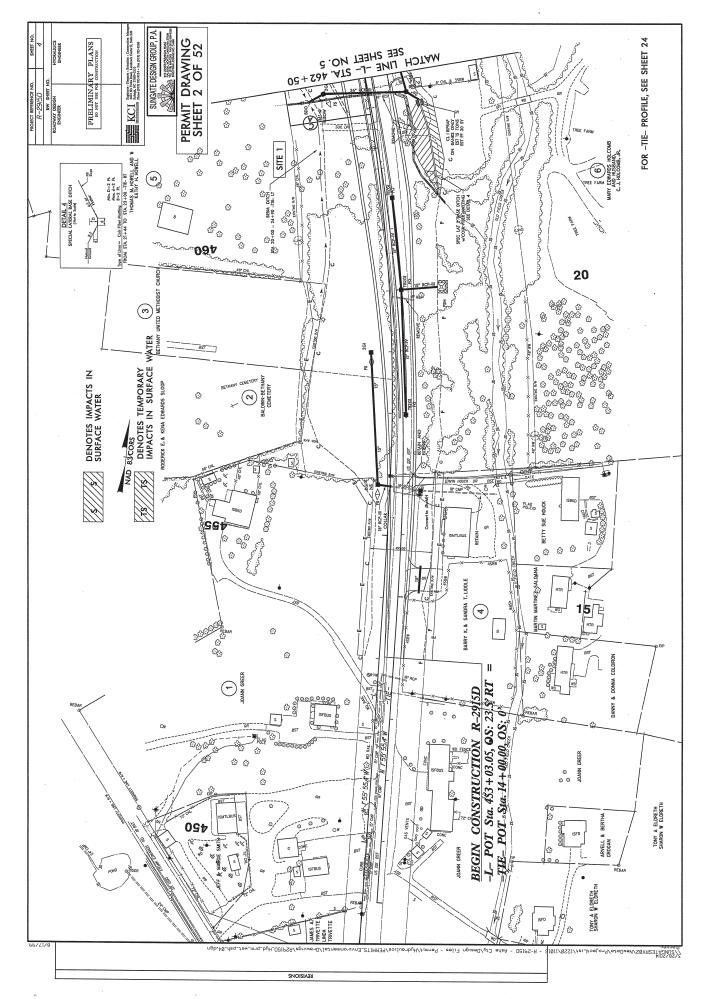
**DIVISION OF WATER RESOURCES** 

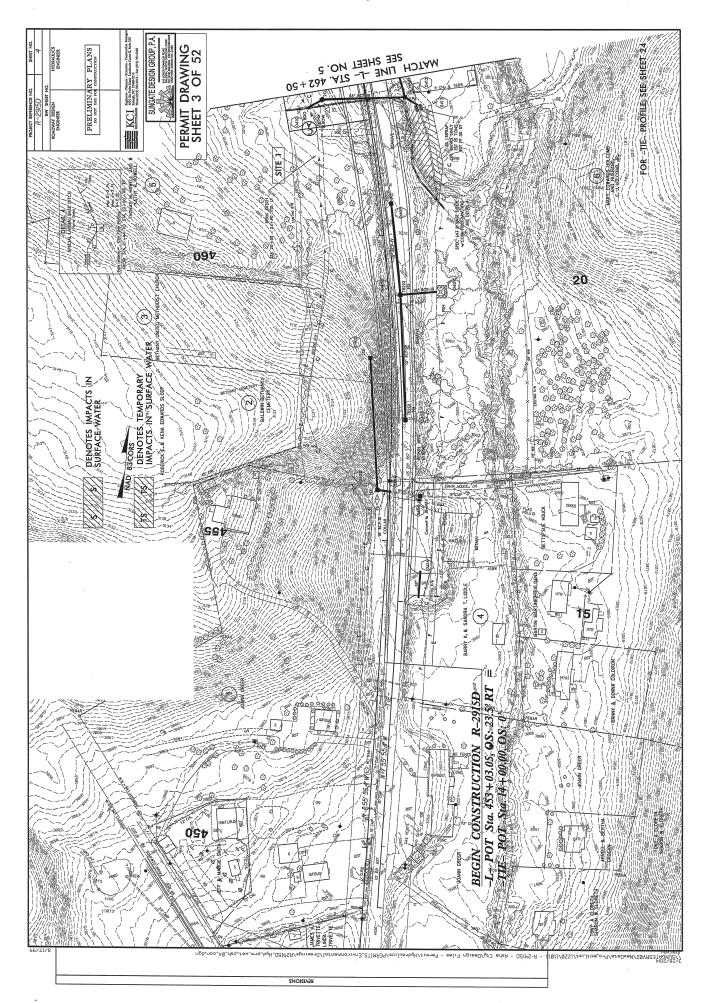
Phomas A. Reeder, Director Division of Water Resources

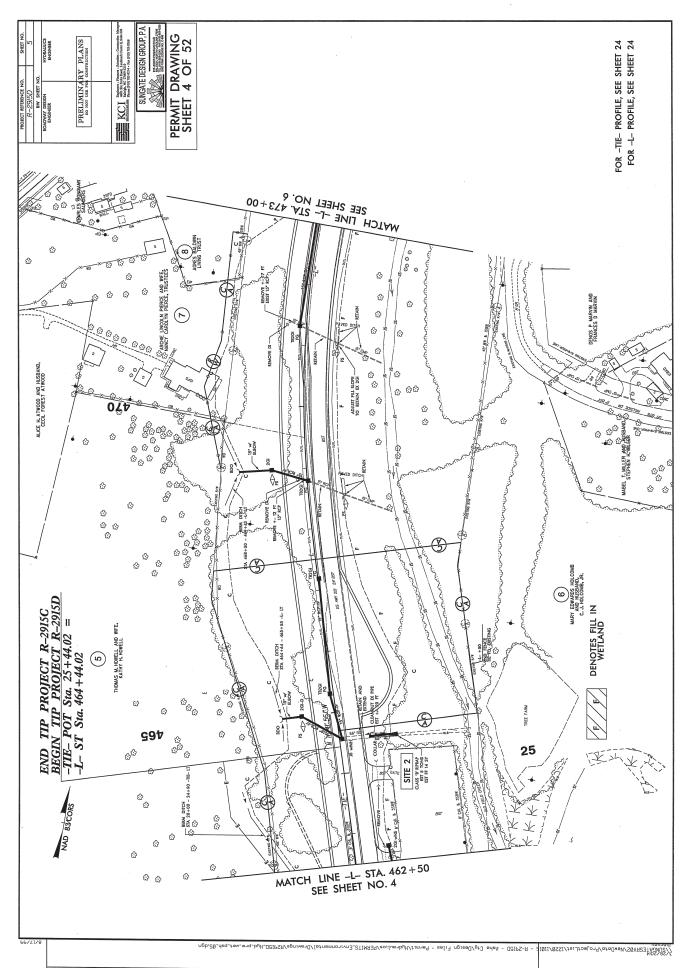
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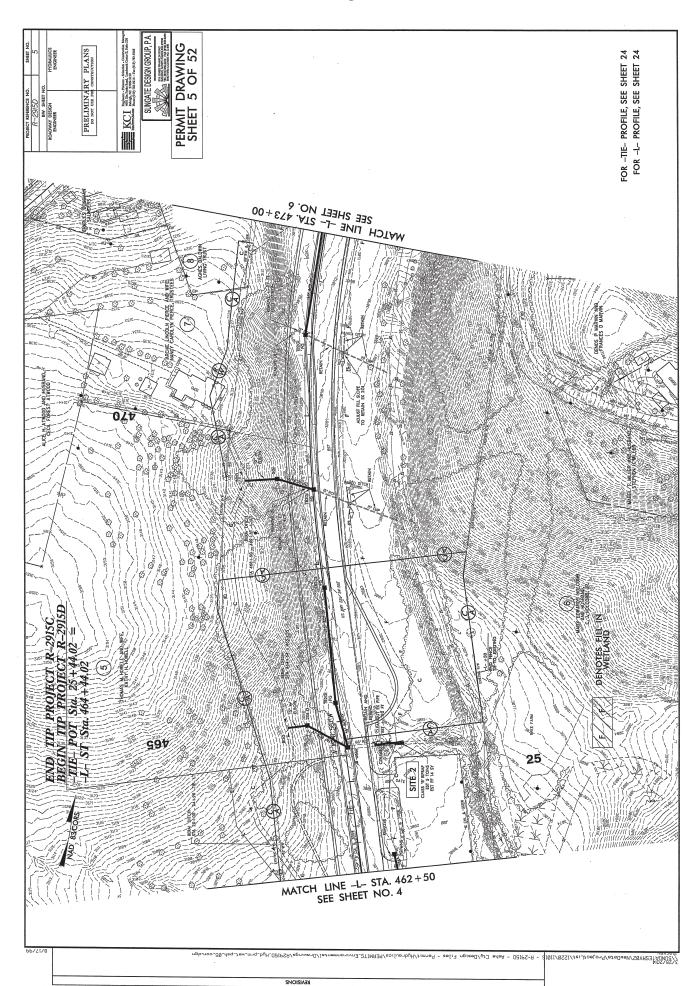


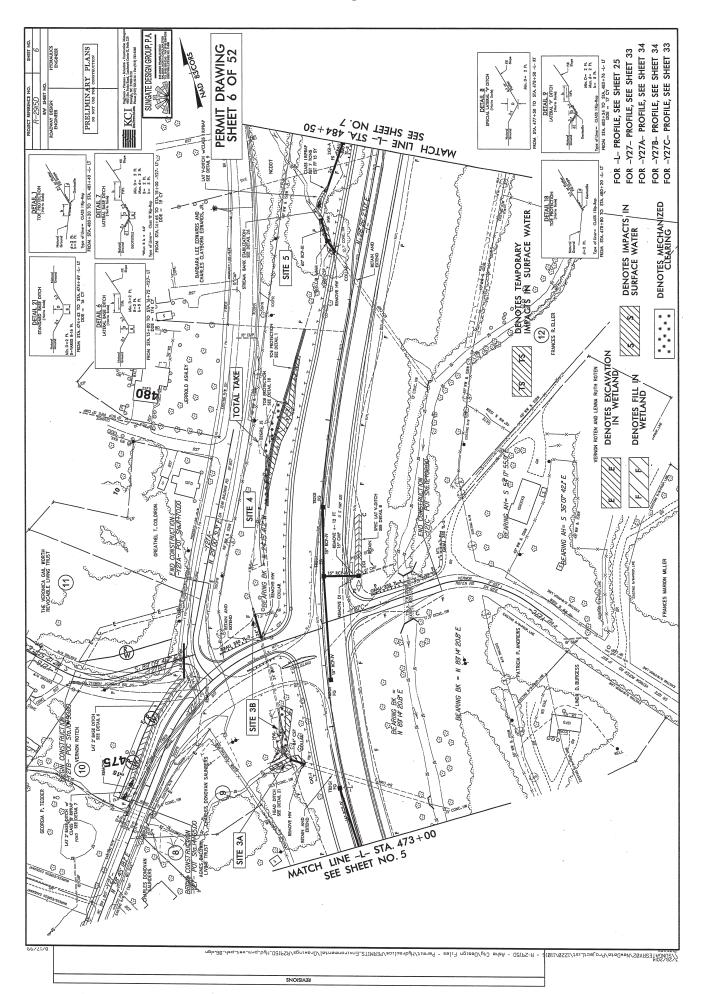
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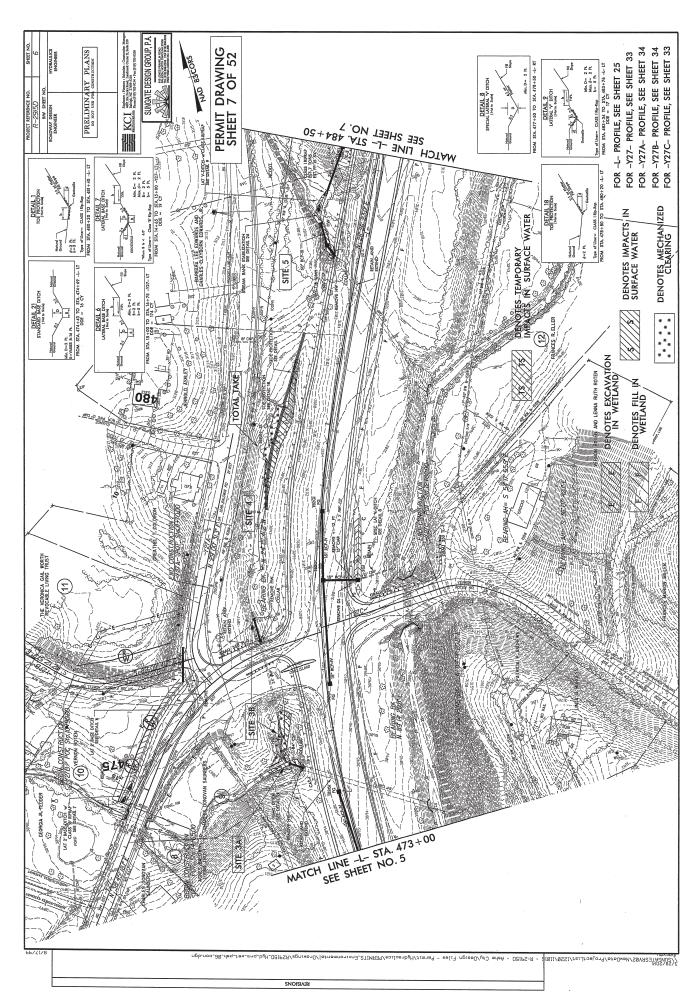


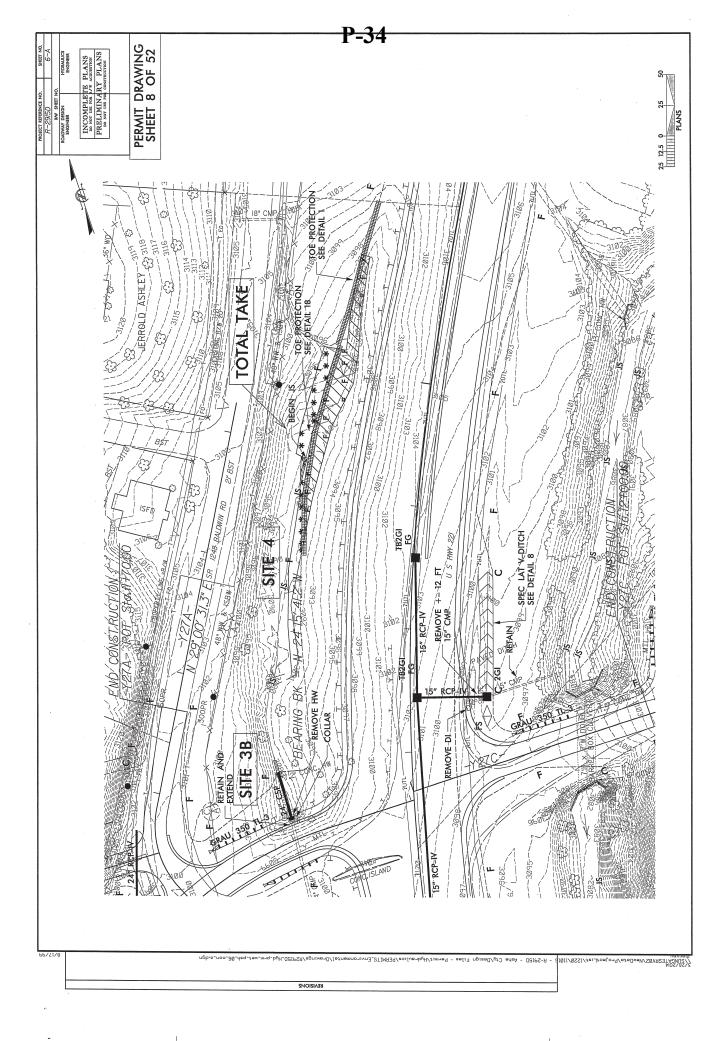


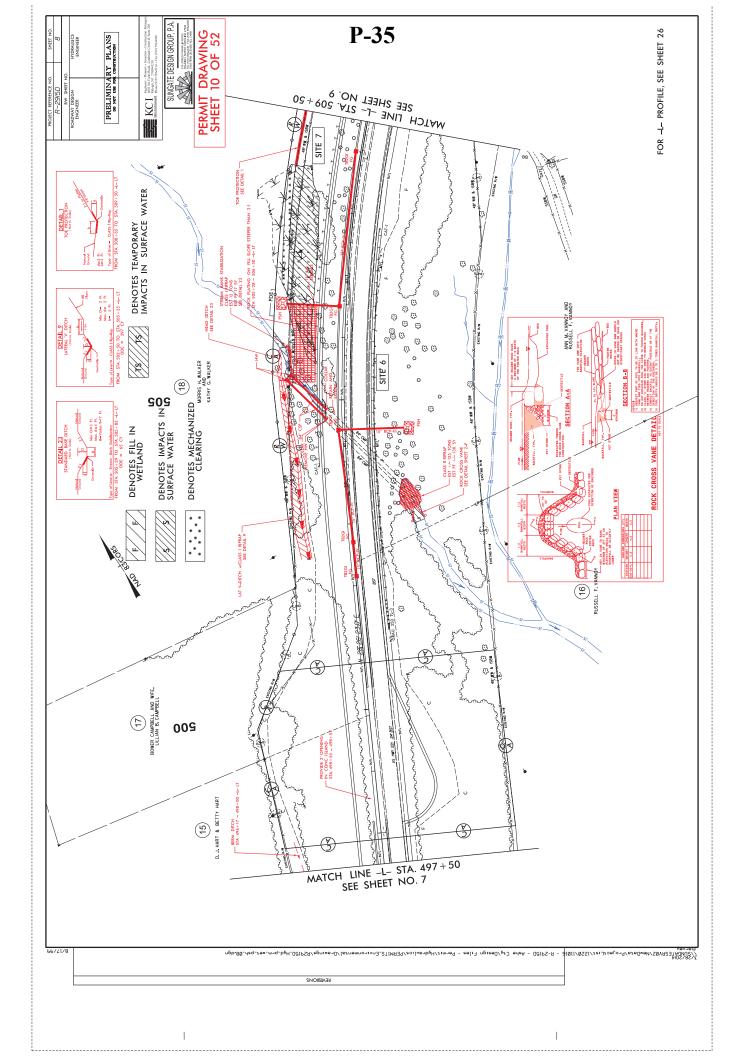


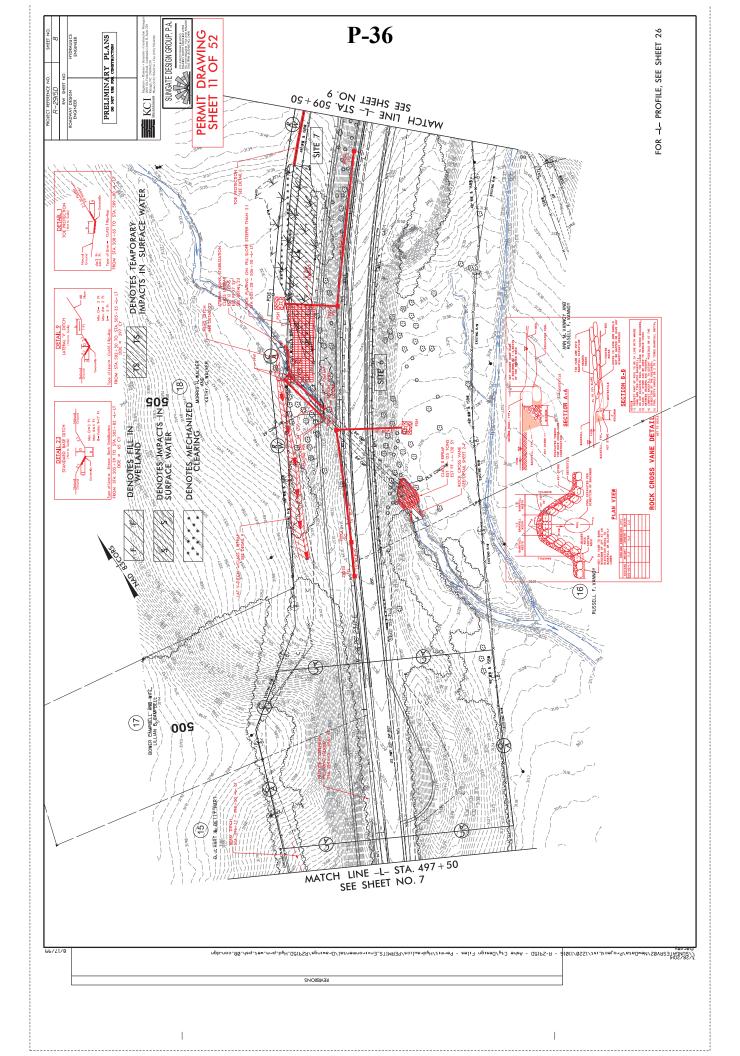


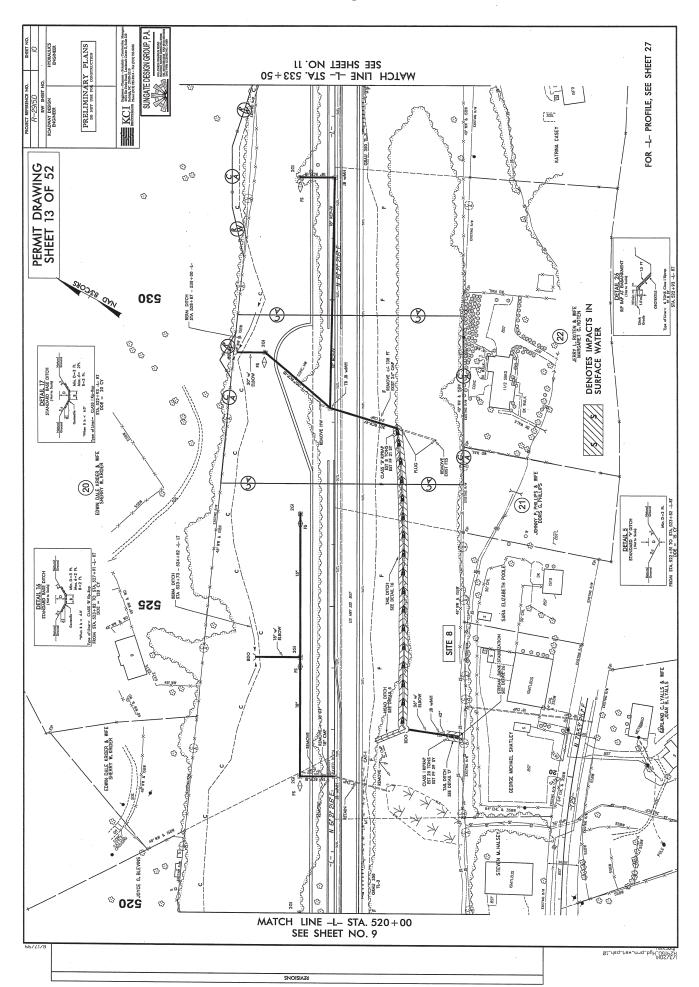


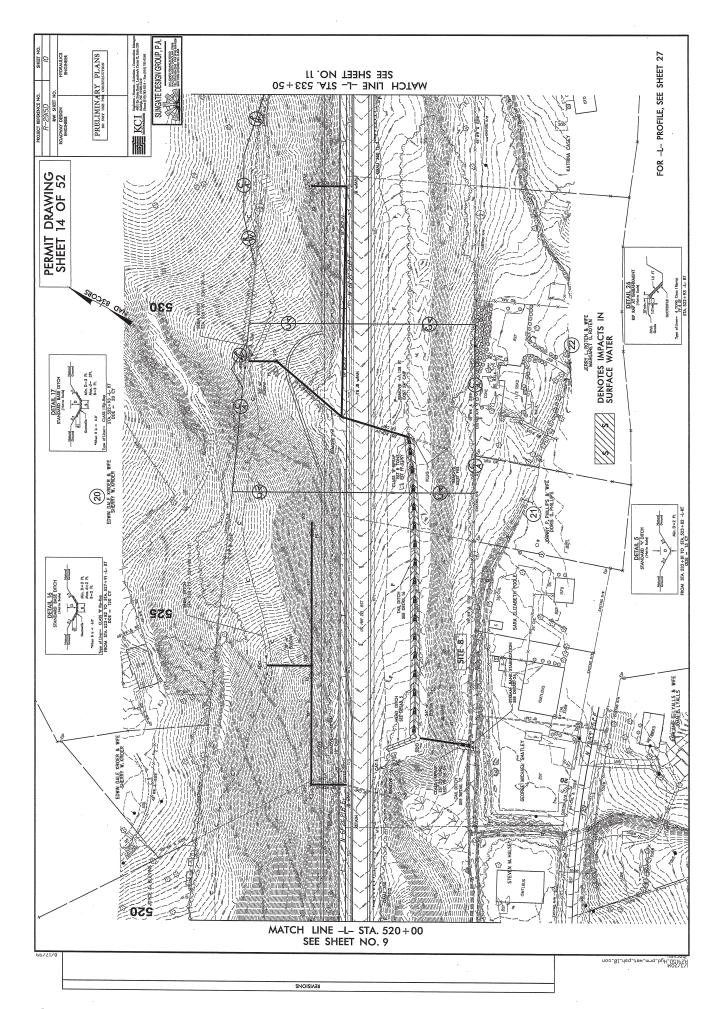


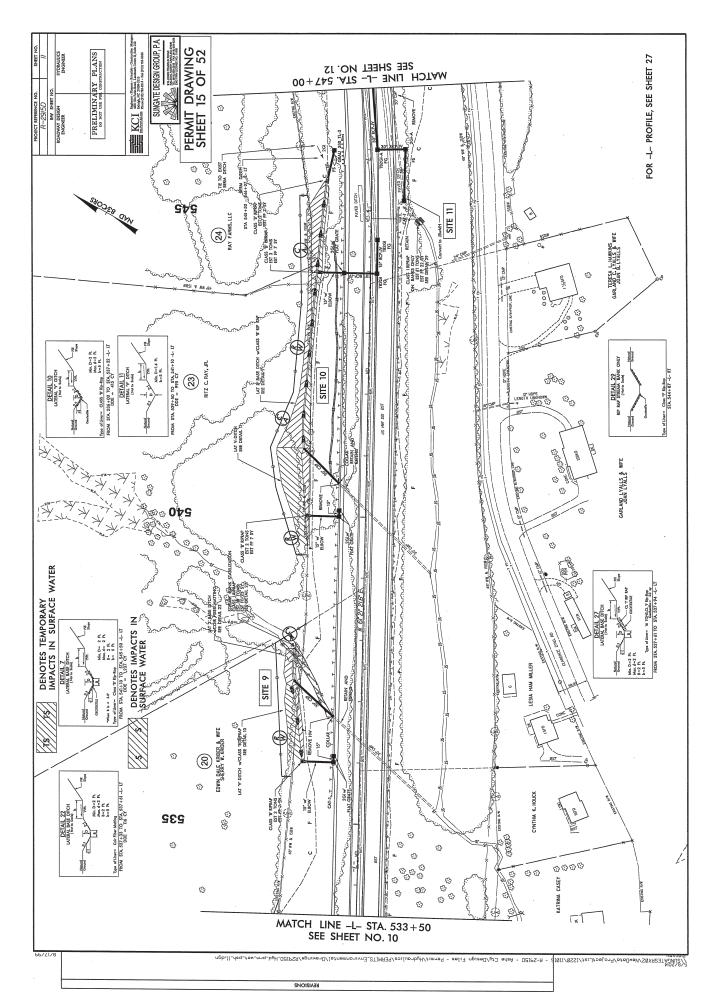


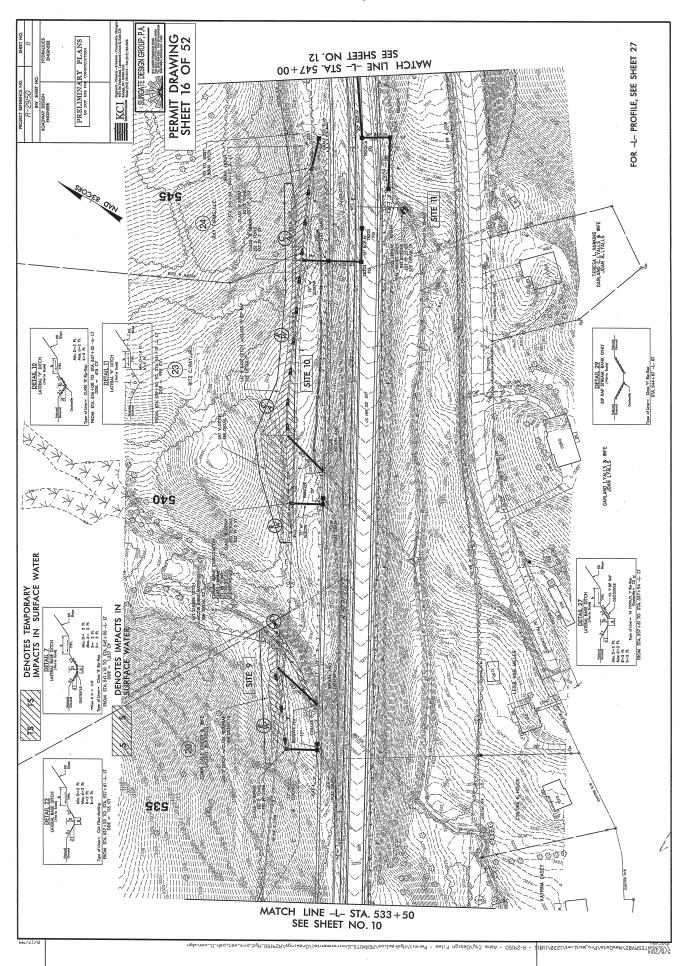


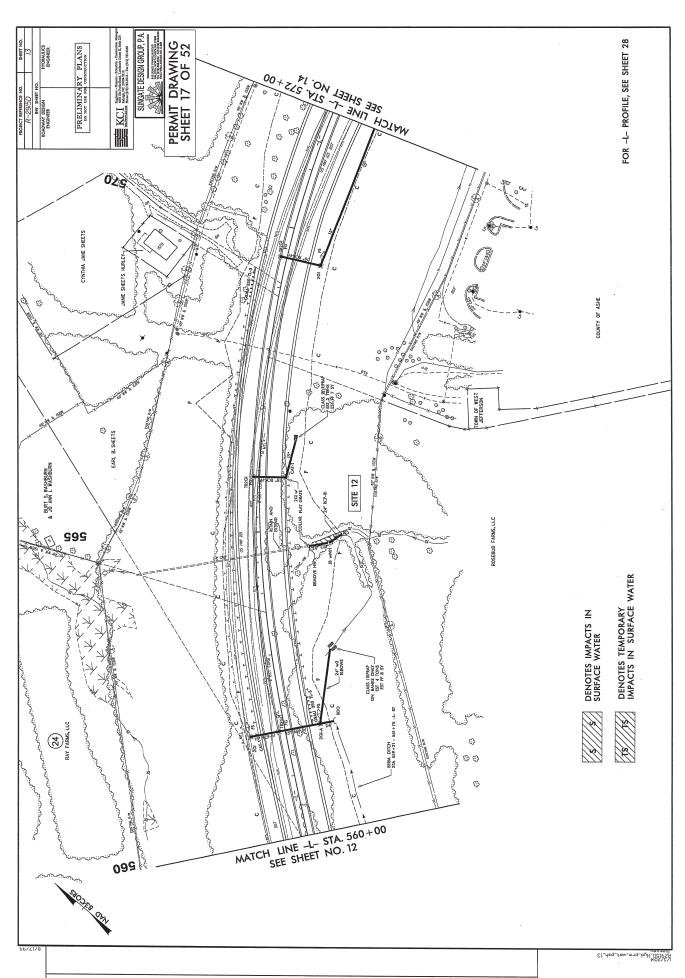


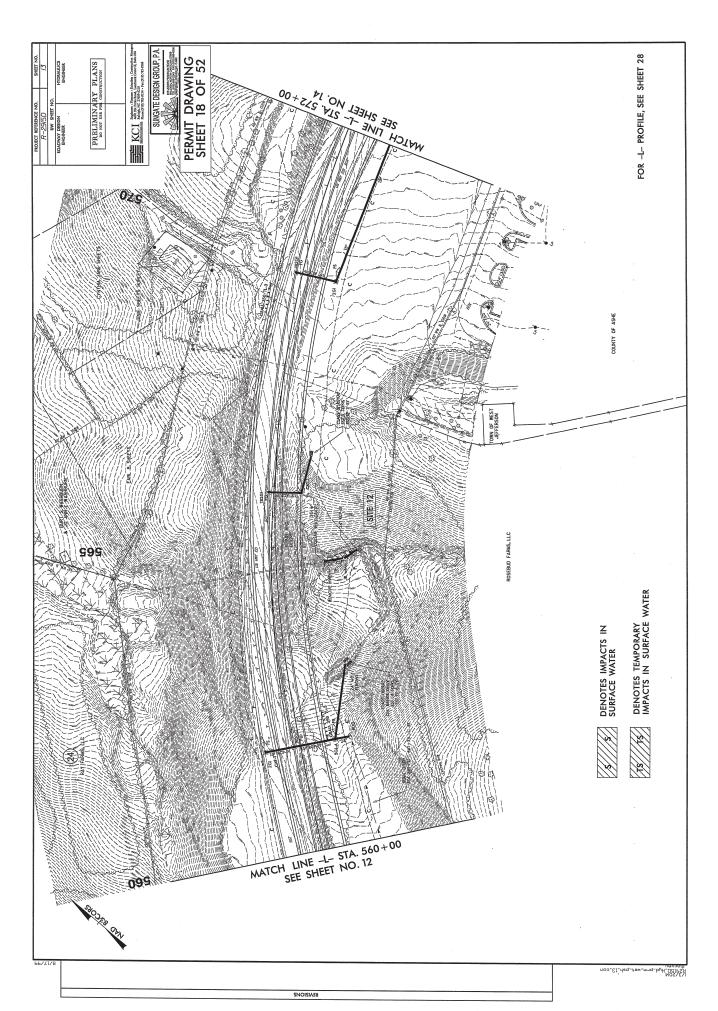


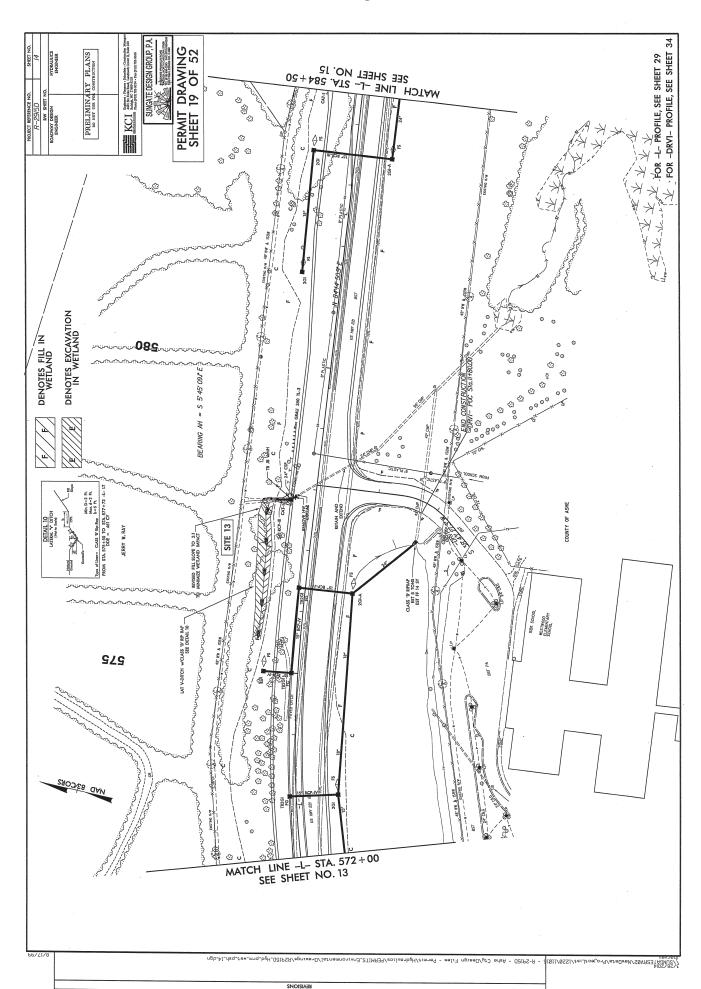


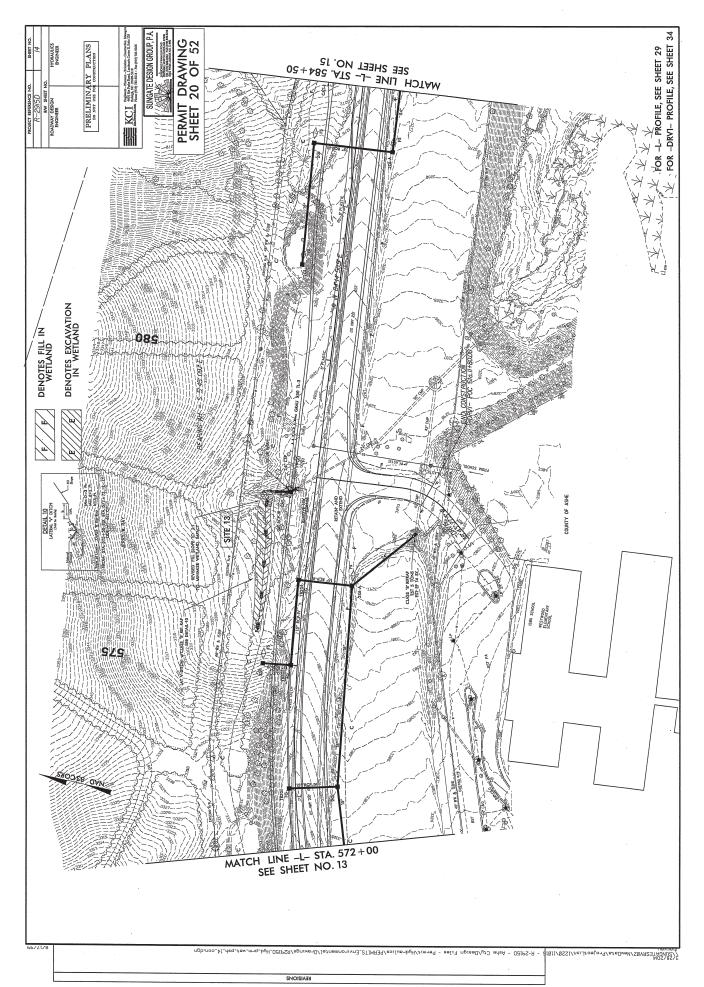


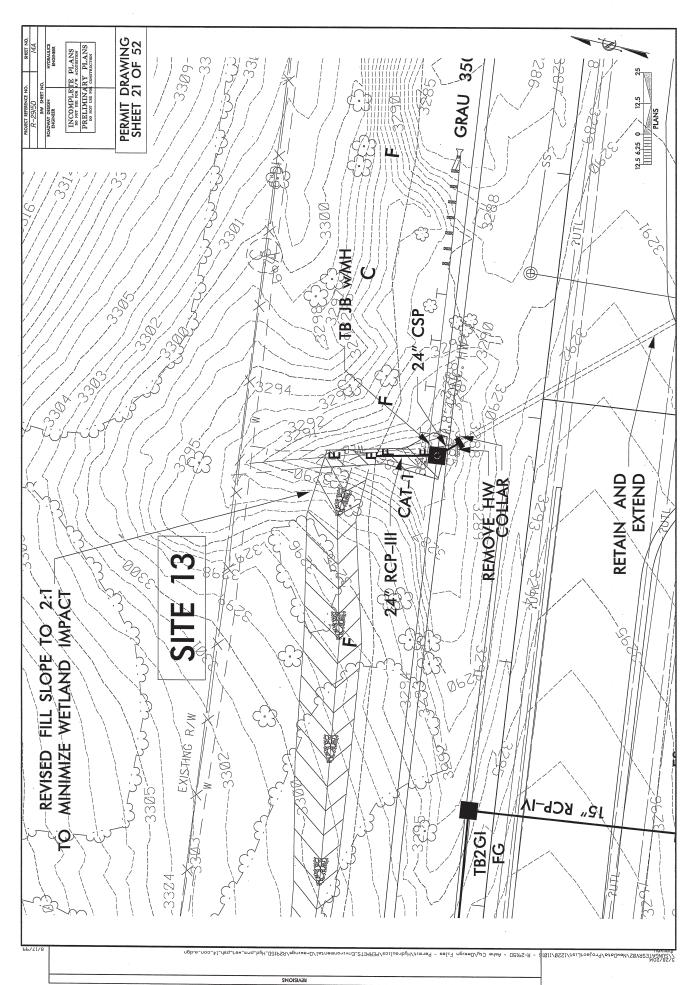


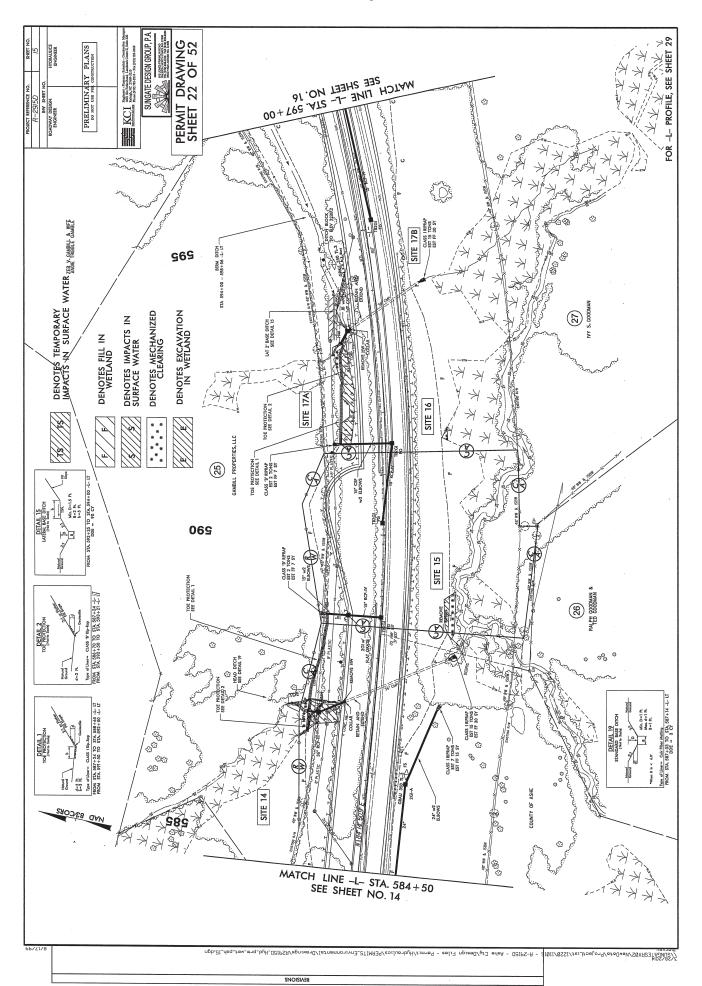


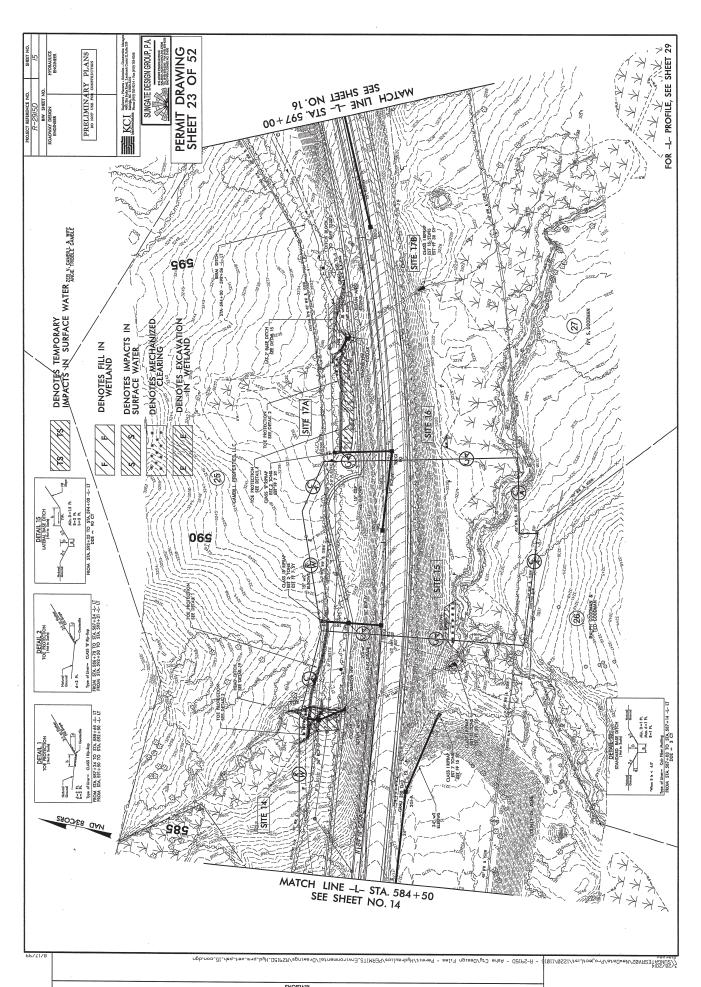


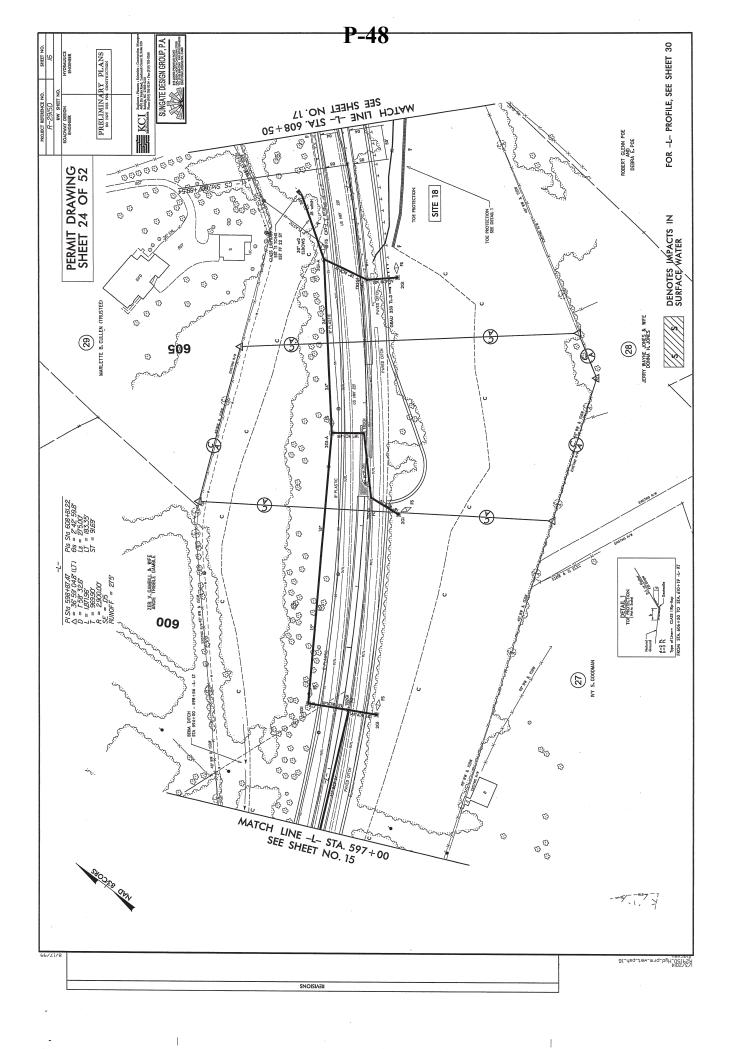


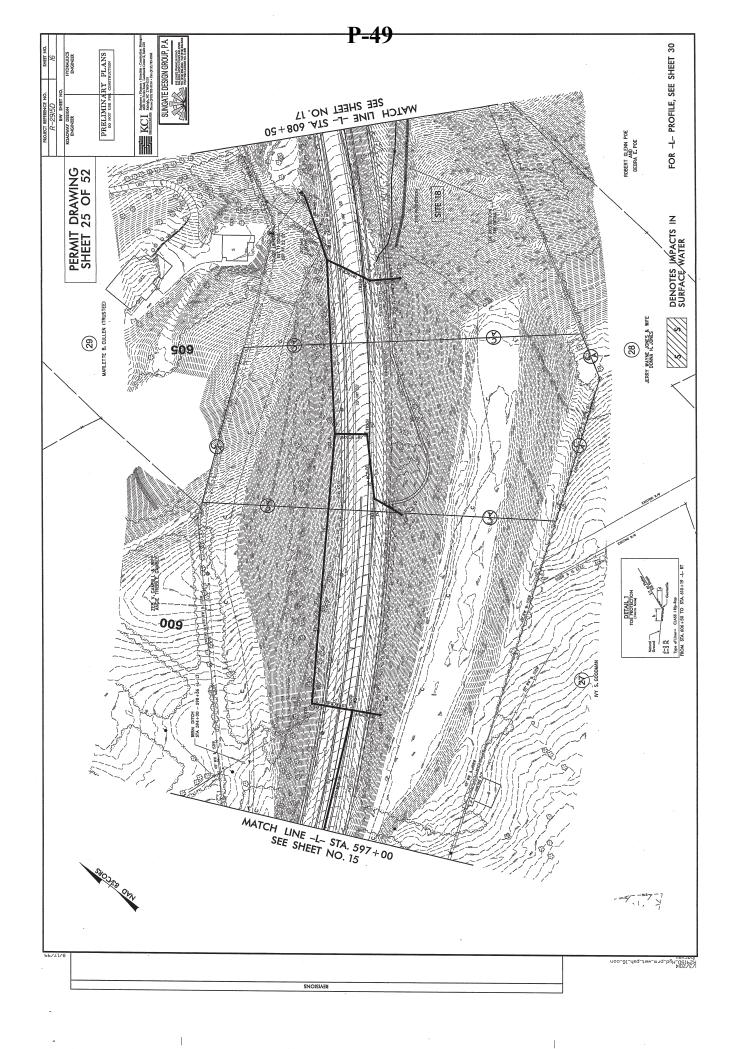


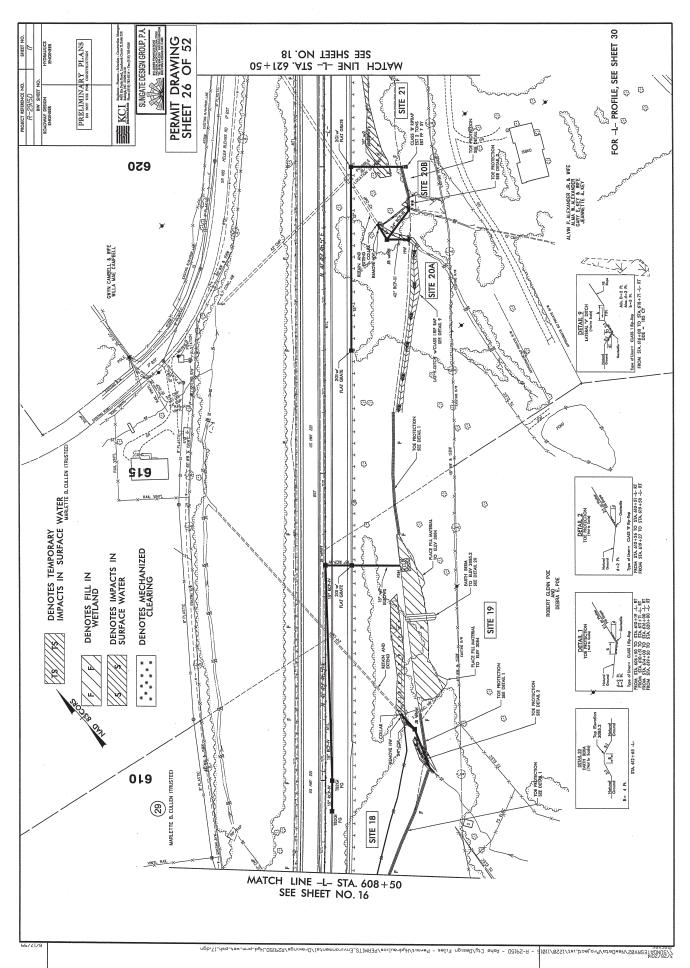


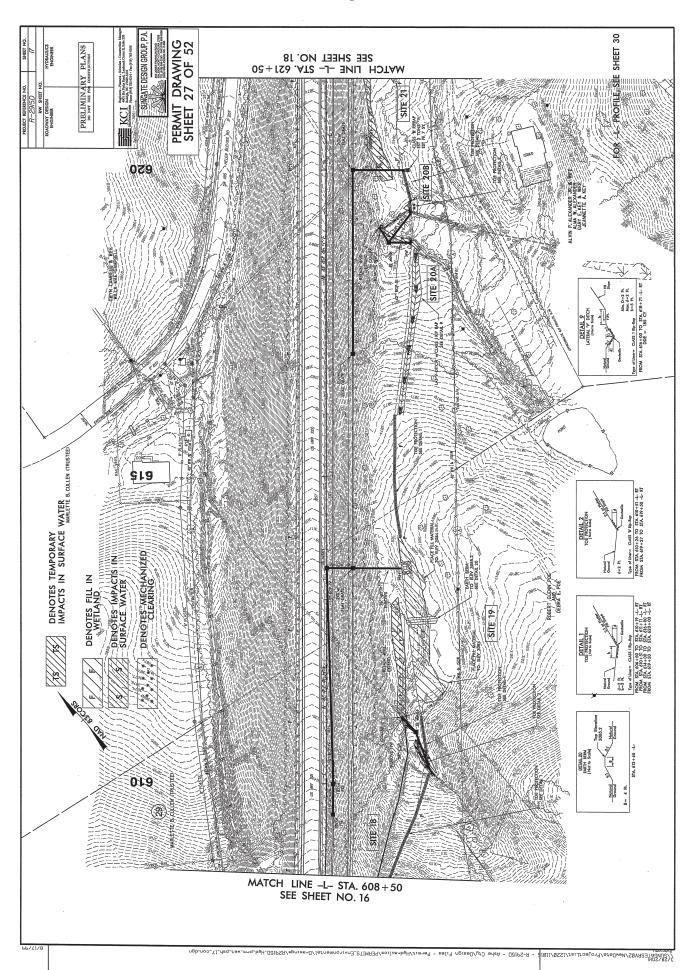


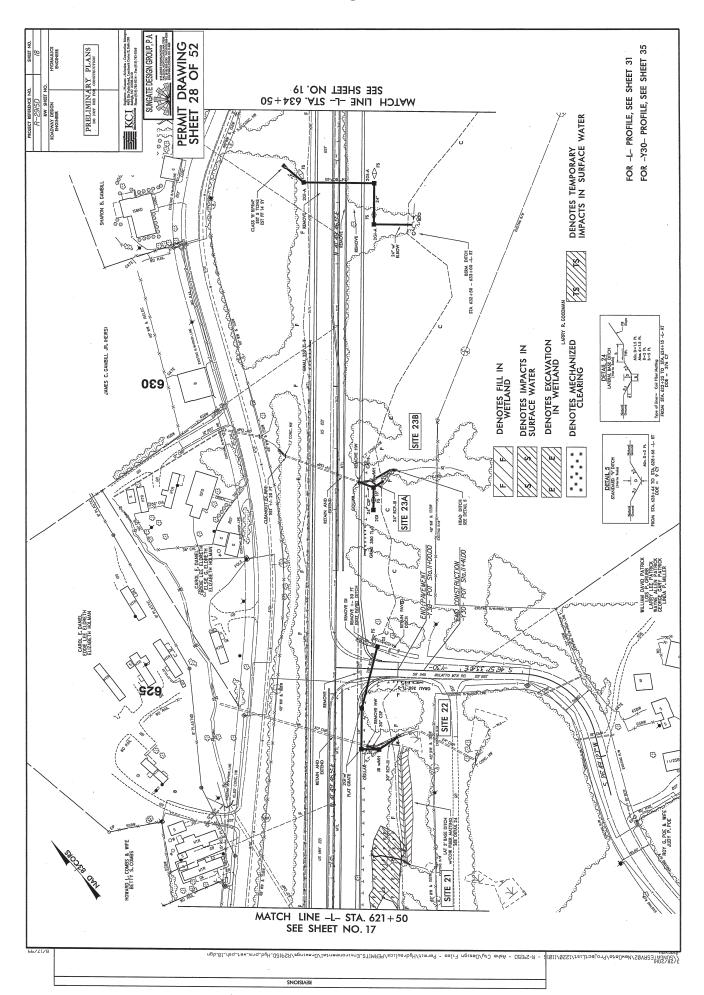


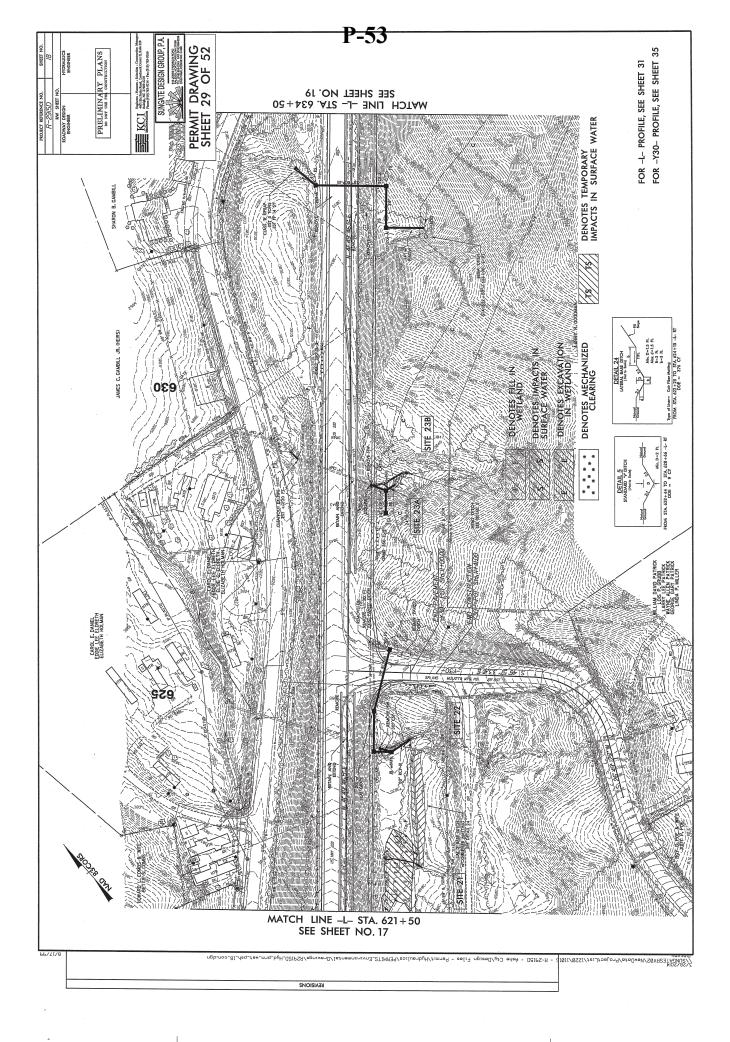


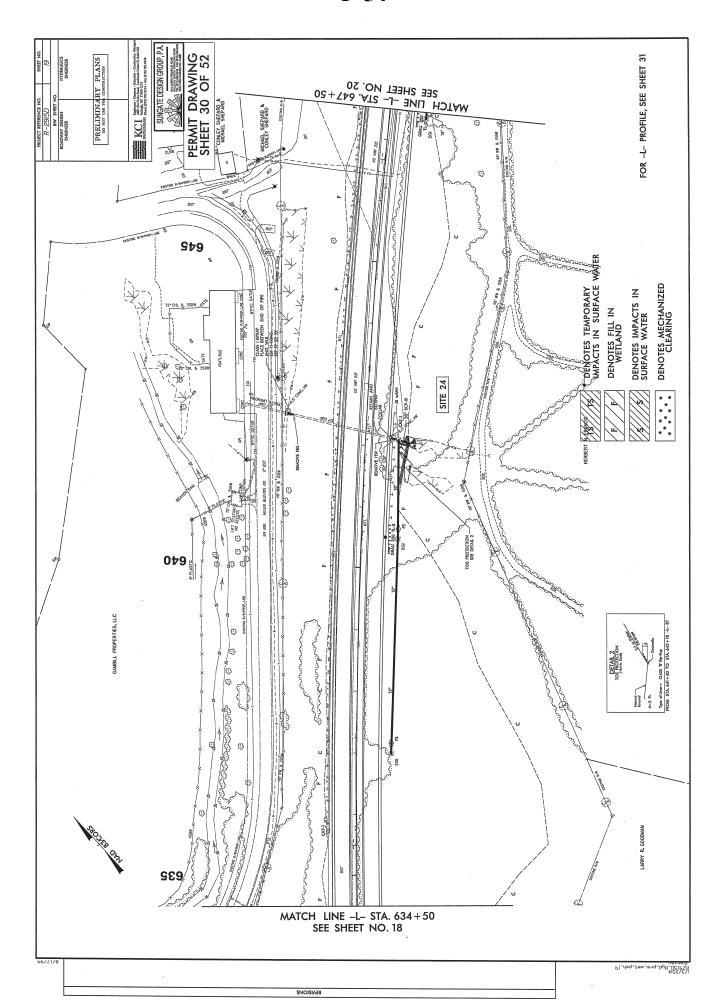


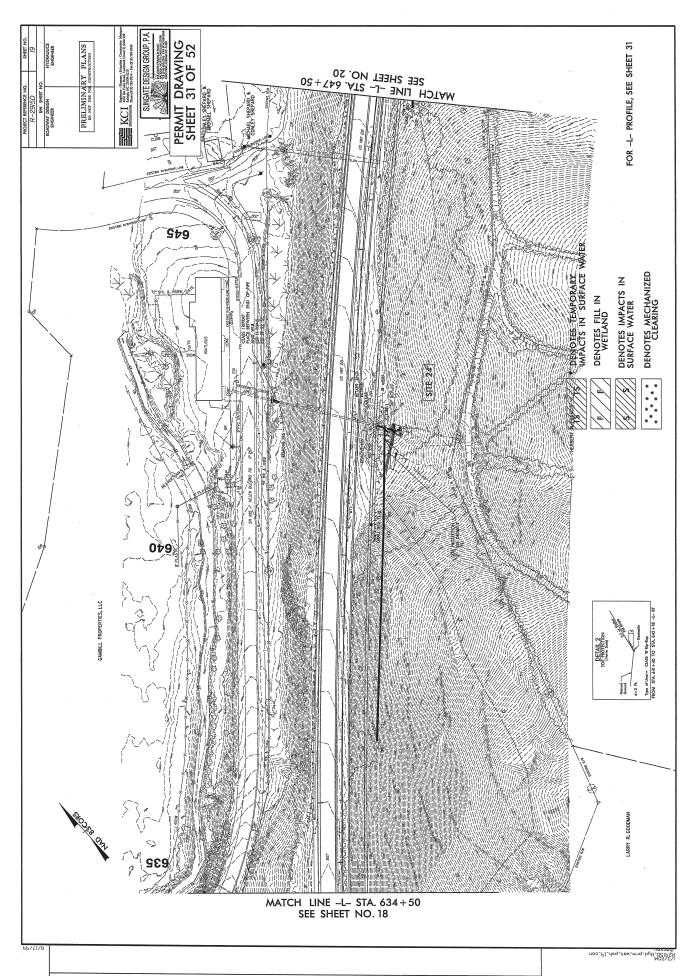


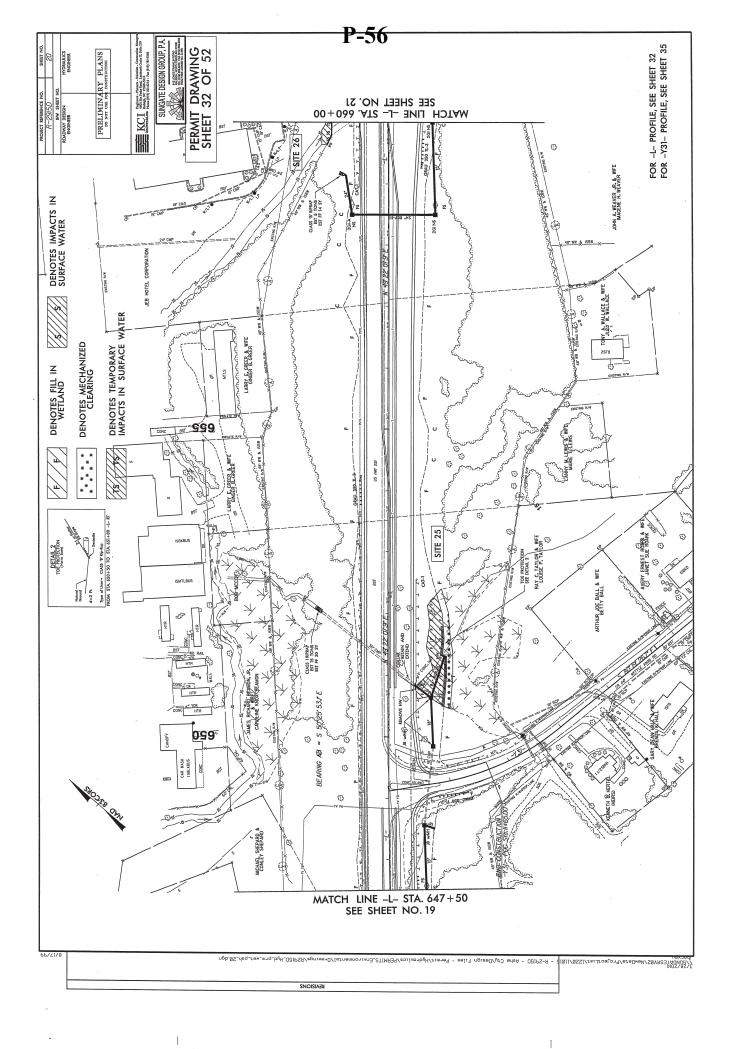


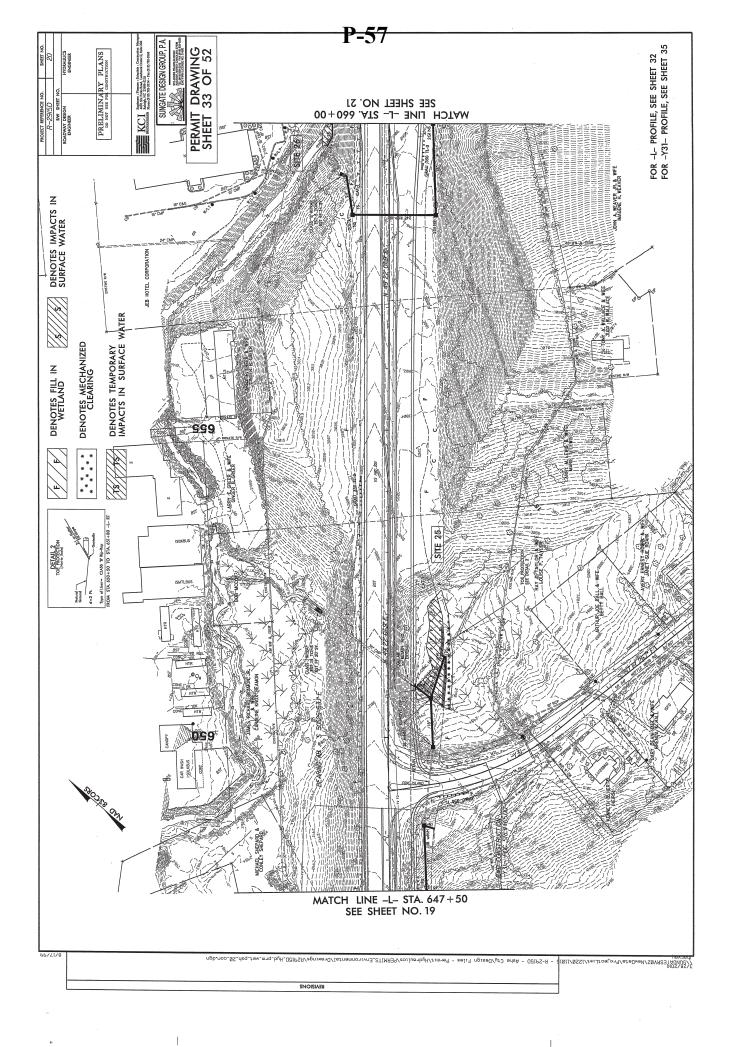


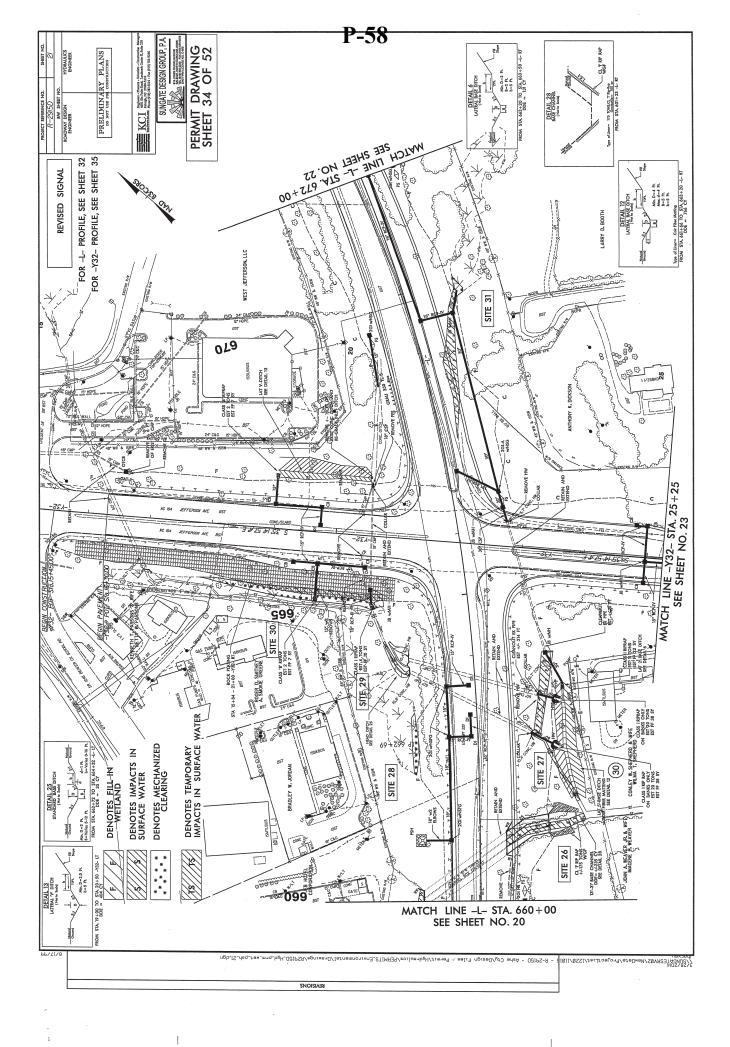


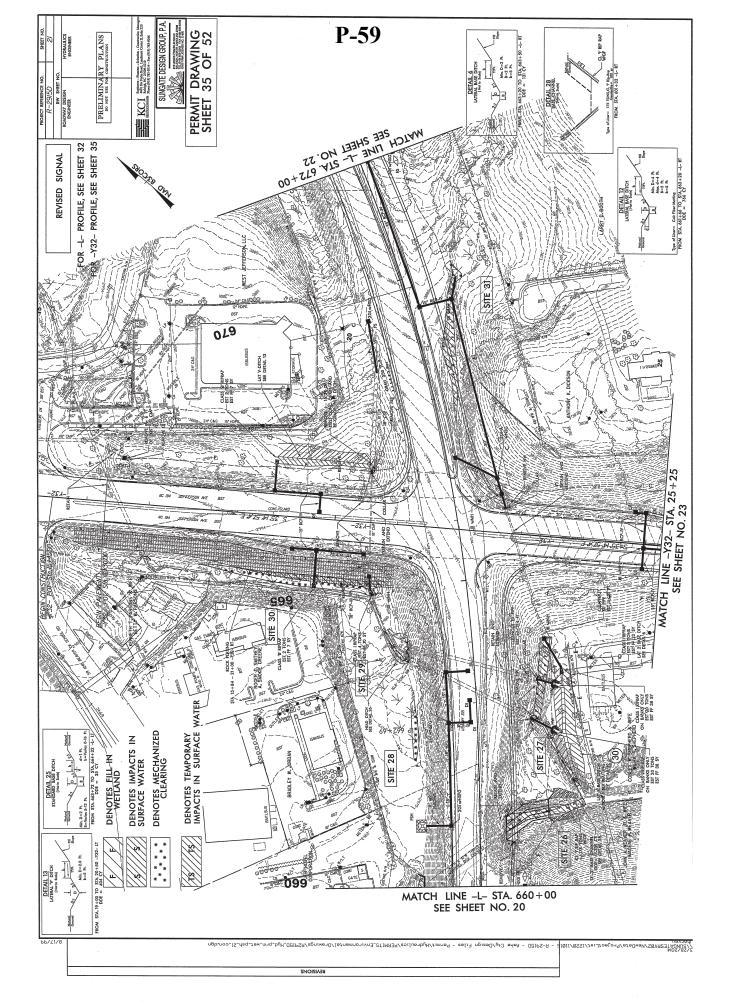


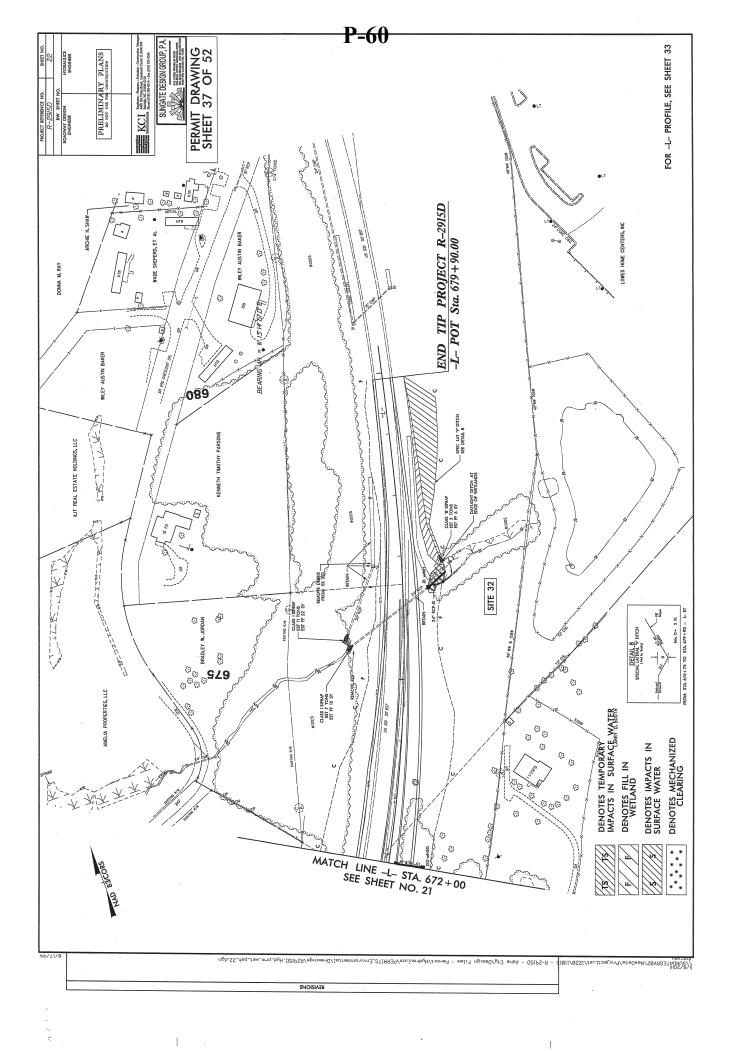


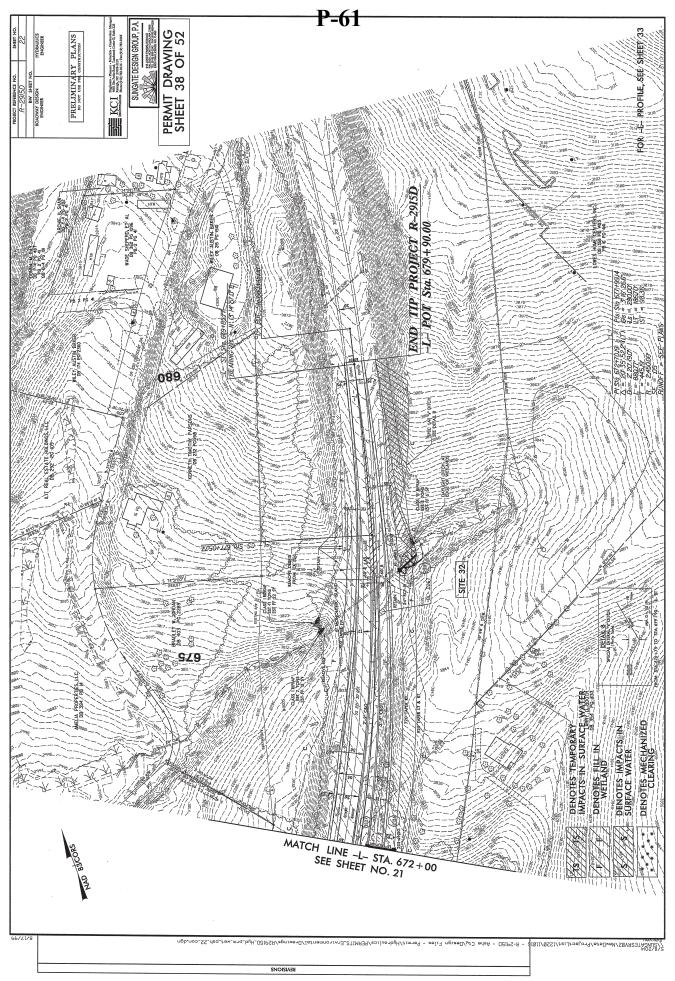












C 1 #90

				<b>^</b> MET	WEILAND PER WETLAND IMPACTS	WETLAND PERMIT IMPACT SUMMARY ILAND IMPACTS	ACT SUM	MAKY	SURFAC	SURFACE WATER IMPACTS	/IPACTS	
							Полод			Evieting	Tvicting	
			Permanent	Temp.	Excavation	Excavation Mechanized	Clearing	Permanent	Temp.	Channel	Channel	Natural
Site	Station	Structure	Fill In	Fill	.⊑	Clearing	.⊆	SW	SW	Impacts	Impacts	Stream
No.	(From/To)	Size / Type	Wetlands	Wetlands	spc	in Wetlands	Wetlands	impacts	impacts	Permanent	Temp.	Design
,	- L		(ac)	(ac)	(ac)	(ac)	(ac)	(ac)	(ac)	(II)	(II)	(11)
_	21+40-23+21-11E-L-R	ROAD FILL						0.02	< 0.01	312	46	
2	25+56 -TIE- R	ROAD FILL	< 0.01									
3A	474+48-474+65 -L- L	ROAD FILL						< 0.01		09		
3B	474+65-475+42 -L- L	ROAD FILL	< 0.01		< 0.01	0.02		< 0.01	< 0.01	26	73	
4	477+62-480+95 -L- L	ROAD FILL	0.10			0.04			< 0.01		19	
2	482+68-483+36 -L- L	ROAD FILL						0.01		22		
		STREAMBANK STABILIZATION						< 0.01		19		
9	504+48 -L-	ROAD FILL						0.05		120		
		STREAMBANK STABILIZATION						< 0.01	< 0.01	48	25	
7	202+57-508+66 -L- L	ROAD FILL	0.25			0.05						
8	522+90-L- R	STREAMBANK STABILIZATION						< 0.01		15		
6	536+74-538+06 -L- L	ROAD FILL						0.03	< 0.01	126	22	
10	540+58-544+48 -L- L	ROAD FILL						0.18		396		
11	544+82 -L- R	STREAMBANK STABILIZATION						< 0.01		11		
12	564+82 -L- R	ROAD FILL						< 0.01	< 0.01	51	11	
13	277+76 -L- L	ROAD FILL	< 0.01		< 0.01							
14	587+50 -L-	ROAD FILL	0.03		< 0.01	0.01		< 0.01	< 0.01	162	14	
15	588+39-589+14 -L- R	ROAD FILL	< 0.01			0.02		< 0.01		12		
16	591+57 -L- R	ROAD FILL				< 0.01						
17A	591+38-594+35 -L- L	ROAD FILL	90.0			0.01		< 0.01	< 0.01	28	23	
17B	594+07 -L- R	RIP RAP						< 0.01		12		
18	606+30-610+13 -L- R	ROAD FILL						0.01		491		
19	610+14-613+04 -L- R	ROAD FILL	0.07			< 0.01		< 0.01	< 0.01	100	12	
SUBTOTALS*:	1LS*:		0.55		< 0.01	0.15		0.35	0.02	2076	245	
papuno	*Rounded totals are sum of actual impacts	impacts										
NOTES: * SITE 4 - /	ADDITIONAL 0.04 ACRE AC	NOTES: * SITE 4 - ADDITIONAL 0.04 ACRE ACCOUNTED FOR AS FILL IS ADDED DUE TO TOTAL TAKE OF WETLAND	DUE TO TOTA	L TAKE OF M	/ETLAND				NC DI	EPARTMENT ( DIVISION O	NC DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS	TATION
									NO	5-6 R-2915D A US 221 FROM	R-2915D ASHE COUNTY ON US 221 FROM SOUTH OF UC 194	, IC 194
ATM Designed 19/19/10									ļ	TO US 2	TO US 221 BYPASS	C

				MET	METI AND IMPACTS				SIBEA	SIIDEACE WATER IM	MDACTS	
				3		0	Напо				Evicting	
			Permanent	Temp.	Excavation	Mechanized	Clearing	Permanent	Temp.	Channel	Channel	Natural
Site	Station	Structure	Fill In	Fill I	.⊑		.⊆	SW	SW	Impacts	Impacts	Stream
No.	(From/To)	Size / Type	Wetlands	Wetlands	Wetlands	in Wetlands	Wetlands	impacts	impacts	Permanent	Temp.	Design
			(ac)	(ac)	(ac)	(ac)	(ac)	(ac)	(ac)	(ft)	(ft)	(ft)
20A	618+68-619+57 -L- R	ROAD FILL						< 0.01	< 0.01	22	18	
20B	618+68-619+57 -L- R	ROAD FILL	< 0.01			< 0.01		< 0.01	< 0.01	25	11	
21	619+82-622+86 -L- R	ROAD FILL	0.17		< 0.01			< 0.01	< 0.01	64	17	
22	624+24 -L- R	ROAD FILL	< 0.01			< 0.01		< 0.01		61		
23A	628+44-628+98 -L-	ROAD FILL						< 0.01		19		
23B	628+44-628+98 -L-	ROAD FILL						< 0.01	< 0.01	99	15	
24	641+42-642+18-L- R	ROAD FILL	< 0.01			0.01		< 0.01	< 0.01	22	10	
25	650+46-652+40-L-R	ROAD FILL	0.11			0.05		< 0.01		12		
26	659+63-661+42 -L-	CULVERT						0.03	0.01	92	22	
	<u>S.</u>	STREAMBANK STABILIZATION	Z					< 0.01	< 0.01	33	26	
27	651+61-653+98 -L- R	ROAD FILL	0.04			< 0.01		0.01		134		
28	652+08-653+11-L- L	ROAD FILL	< 0.01			0.02						
29	653+75-654+35-L- L	CHANNEL						0.01		69		
30	17+86-2085-Y32- R	ROAD FILL	0.04			90.0						
31	667+52-670+07-L- R	ROAD FILL	90.0			< 0.01						
32	676+39-676+92-L- R	ROAD FILL	0.02			< 0.01		< 0.01	< 0.01	25	19	
SUBTOTALS*	LS*:		0.46		< 0.01	0.15		0.08	0.03	229	138	
<b>JBTOTA</b>	SUBTOTALS FROM PAGE 1*:		0.55		< 0.01	0.15		0.35	0.02	2076	245	
TOTALS*:			1.01		0.01	0.30		0.43	0.05	2753	383	

NOTES:
\* SITE 21 TOTAL TAKE OF WETLAND = 0.18 Acre

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
5-6-2014
R-2915D ASHE COUNTY
ON US 221 FROM SOUTH OF NC 194
TO US 221 BYPASS
HEET
52 OF
52 SHEET



# North Carolina Department of Environment and Natural Resources

Pat McCrory Governor Donald R. van der Vaart Secretary

January 15, 2015

Mr. Barney Blackburn, PE Soil & Water Engineering Supervisor N C Department of Transportation Roadside Environmental Unit 1557 Mail Service Center Raleigh, NC 27699-1557

Subject:

Trout Buffer Zone Waiver

R-2915D. US 221 from South of NC 194 to US 221 Bypass in Ashe County

TIP Project R-2915D TB-ASHE-2015-001

Ashe County

Dear Mr. Blackburn:

This office has received your plan for US 221 from South of NC 194 to US 221 Bypass in Ashe County, North Carolina. Your plan was submitted to this office for approval because of the proposed encroachments into the buffer zone of designated trout waters. In accordance with NCGS 113A-57(1) and Title 15A NCAC 4B .0125(c) this letter will serve as written approval to encroach on the buffer zones of Old Field Creek and Beaver Creek, Class C, Trout. This authority has been delegated to me by Tracy E. Davis, Director, Division of Energy, Mineral, and Land Resources, in accordance with NCGS 143B-10. The following conditions will apply to this approval:

- 1. This approval is based on the revised plans received via electronic message on October 27, 2014.
- 2. This approval is conditional upon compliance with your 401 and 404 approvals. (G.S. 113A-54.1(a))
- 3. No instream work (in streams with trout classifications) or land disturbing activities within the 25 foot trout buffer zone may take place between October 15 and April 15 of each year. (G.S. 113A-54.1(a))

Division of Energy, Mineral, and Land Resources
Energy Section • Geological Survey Section • Land Quality Section

1612 Mail Service Center, Raleigh, North Carolina 27699-1612 • 919-707-9200 / FAX: 919-715-8801

512 North Salisbury Street, Raleigh, North Carolina 27604 • Internet: <a href="http://portal.ncdenr.org/web/lr/">http://portal.ncdenr.org/web/lr/</a>
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- 4. Submit two (2) complete sets of final plans to the Winston-Salem Regional Office for their files. (15 NCAC 04B .0120)
- 5. This approval does not absolve the permittee from compliance with the surface water quality turbidity standard. More protective erosion and sedimentation control measures may be required in order to comply with this water quality standard. (G.S. 113A-54.1(a))

Your cooperation in protecting our environment is most appreciated. If you have any questions about this approval, please contact me at <a href="mailto:ashley.rodgers@ncdenr.gov">ashley.rodgers@ncdenr.gov</a> or (919) 707-9215.

Sincerely,

Ashley L. Rodgers, PE

State Sedimentation Specialist

ashley & Rodgus

Matt Gantt, PE, Winston-Salem Regional Engineer

cc:

Page 1 of 15

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
		F	ROADWAY ITEMS			
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0001000000-E	200	CLEARING & GRUBBING ACRE(S)	Lump Sum	L.S.	
0003	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	3 ACR		
0004	0036000000-E	225	UNDERCUT EXCAVATION	500 CY		
0005	0134000000-E	240	DRAINAGE DITCH EXCAVATION	6,350 CY		
0006	0141000000-E	240	BERM DITCH CONSTRUCTION	1,830 LF		
0007	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	18,500 SY		
0008	0192000000-N	260	PROOF ROLLING	20 HR		
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	3,500 CY		
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	6,500 SY		
0011	0199000000-E	SP	TEMPORARY SHORING	2,640 SF		
0012	0225000000-E	SP	REINFORCED SOIL SLOPES	2,850 SY		
0013	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	2,649 TON		
0014	0320000000-Е	300	FOUNDATION CONDITIONING GEO- TEXTILE	12,390 SY		
0015	0342000000-E	310	**" SIDE DRAIN PIPE (30")	696 LF		
0016	0342000000-E	310	**" SIDE DRAIN PIPE (36")	288 LF		
0017	0342000000-E	310	**" SIDE DRAIN PIPE (42")	12 LF		
0018	0343000000-Е	310	15" SIDE DRAIN PIPE	3,912 LF		
0019	0344000000-E	310	18" SIDE DRAIN PIPE	1,192 LF		

Line #	Item Number	Sec #	Description	Quantity Unit Cost	Amount
0020	0345000000-Е	310	24" SIDE DRAIN PIPE	1,740 LF	
0021	0348000000-E	310	**" SIDE DRAIN PIPE ELBOWS (15")	17 EA	
0022	0348000000-E	310	**" SIDE DRAIN PIPE ELBOWS (18")	4 EA	
0023	0348000000-E	310	**" SIDE DRAIN PIPE ELBOWS (24")	7 EA	
0024	0348000000-E	310	**" SIDE DRAIN PIPE ELBOWS (30")	4 EA	
0025	0348000000-E	310	**" SIDE DRAIN PIPE ELBOWS (36")	2 EA	
0026	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	1,060 LF	
0027	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	356 LF	
0028	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	788 LF	
0029	0384000000-E	310	30" RC PIPE CULVERTS, CLASS	200 LF	
0030	0390000000-Е	310	36" RC PIPE CULVERTS, CLASS	248 LF	
0031	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	36 LF	
0032	0414000000-E	310	60" RC PIPE CULVERTS, CLASS	40 LF	
0033	0420000000-E	310	66" RC PIPE CULVERTS, CLASS	32 LF	
0034	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	5,180 LF	
0035	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	796 LF	
0036	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	108 LF	

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0037	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	852 LF		
0038	0576000000-E	310	**" CS PIPE CULVERTS, *****" THICK (36", 0.079")	84 LF		
0039	0576000000-E	310	**" CS PIPE CULVERTS, *****" THICK (42", 0.109")	28 LF		
0040	0576000000-E	310	**" CS PIPE CULVERTS, *****" THICK (60", 0.138")	84 LF		
0041	0576000000-E	310	**" CS PIPE CULVERTS, *****" THICK (84", 0.168")	196 LF		
0042	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	168 LF		
0043	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	84 LF		
0044	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	148 LF		
0045	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	224 LF		
0046	0636000000-E	310	**" CS PIPE ELBOWS, ****" THICK (15", 0.064")	4 EA		
0047	0636000000-E	310	**" CS PIPE ELBOWS, ****" THICK (18", 0.064")	2 EA		
0048	0995000000-Е		PIPE REMOVAL	1,590 LF		
0049	0996000000-N		PIPE CLEAN-OUT	5 EA		
0050	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0051	1044000000-E	501	LIME TREATED SOIL (SLURRY METHOD)	31,650 SY		
0052	1066000000-E	501	LIME FOR LIME TREATED SOIL	320 TON		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0053	1077000000-E	SP	#57 STONE	14 TON		
0054	1099500000-E	505	SHALLOW UNDERCUT	1,500 CY		
0055	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	3,000 TON		
0056	1110000000-E	510	STABILIZER AGGREGATE	500 TON		
0057	1115000000-E	SP	GEOTEXTILE FOR PAVEMENT STA- BILIZATION	26,193 SY		
0058	1176000000-E	542	SOIL CEMENT BASE	47,480 SY		
0059	1187000000-E	542	PORTLAND CEMENT FOR SOIL CE- MENT BASE	1,310 TON		
0060	1209000000-E	543	ASPHALT CURING SEAL	11,870 GAL		
0061	1220000000-E	545	INCIDENTAL STONE BASE	500 TON		
0062	1297000000-Е	607	MILLING ASPHALT PAVEMENT, ***" DEPTH (3")	11,000 SY		
0063	133000000-E	607	INCIDENTAL MILLING	2,000 SY		
0064	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	4,100 TON		
0065	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	2,010 TON		
0066	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	36,640 TON		
0067	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	3,140 TON		
0068	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	28,720 TON		
0069	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON		
0070	2022000000-Е	815	SUBDRAIN EXCAVATION	336 CY		

Page 5 of 15

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0071	2033000000-E	815	SUBDRAIN FINE AGGREGATE	168 CY		
0072	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	1,000 LF		
0073	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA		
0074	2077000000-E	815	6" OUTLET PIPE	12 LF		
0075	2143000000-E	818	BLOTTING SAND	15 TON		
0076	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	19 EA		
0077	2209000000-E	838	ENDWALLS	14.7 CY		
0078	2220000000-E	838	REINFORCED ENDWALLS	36.1 CY		
0079	2253000000-E	840	PIPE COLLARS	33.3 CY		
0800	2264000000-E	840	PIPE PLUGS	0.4 CY		
0081	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	166 EA		
0082	2297000000-E	840	MASONRY DRAINAGE STRUCTURES	24.6 CY		
0083	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	209 LF		
0084	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	9 EA		
0085	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	48 EA		
0086	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	52 EA		
0087	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	10 EA		
0088	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	10 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0089	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	2 EA		
0090	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	2 EA		
0091	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	4 EA		
0092	2396000000-N	840	FRAME WITH COVER, STD 840.54	32 EA		
0093	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	51 EA		
0094	2538000000-E	846	**'-**" CONCRETE CURB & GUTTER (2'-9")	37,350 LF		
0095	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,450 LF		
0096	2556000000-E	846	SHOULDER BERM GUTTER	3,690 LF		
0097	2577000000-Е	846	CONCRETE EXPRESSWAY GUTTER	200 LF		
0098	2619000000-E	850	4" CONCRETE PAVED DITCH	300 SY		
0099	2655000000-Е	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	2,750 SY		
0100	2938000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX WITH MANHOLE	2 EA		
0101	3030000000-Е	862	STEEL BM GUARDRAIL	17,012.5 LF		
0102	3045000000-E	862	STEEL BM GUARDRAIL, SHOP CURVED	950 LF		
0103	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA		
0104	3165000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE ************************************	2 EA		
0105	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	18 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0106	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	25 EA		
0107	336000000-Е	863	REMOVE EXISTING GUARDRAIL	16,400 LF		
0108	3380000000-E	862	TEMPORARY STEEL BM GUARDRAIL	37.5 LF		
0109	3382000000-Е	862	TEMPORARY STEEL BM GUARDRAIL (SHOP CURVED)	50 LF		
0110	3389100000-N	SP	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE 350	4 EA		
0111	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	42,900 LF		
0112	3509000000-Е	866	4" TIMBER FENCE POSTS, 7'-6" LONG	2,660 EA		
0113	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	750 EA		
0114	3557000000-E	866	ADDITIONAL BARBED WIRE	2,000 LF		
0115	3575000000-E	SP	GENERIC FENCING ITEM TEMP 4 STRAND BARBED WIRE FENCE WITH POSTS	1,000 LF		
0116	3628000000-E	876	RIP RAP, CLASS I	1,915 TON		
0117	3635000000-Е	876	RIP RAP, CLASS II	130 TON		
0118	3649000000-Е	876	RIP RAP, CLASS B	800 TON		
0119	3651000000-Е	SP	BOULDERS	30 TON		
0120	3656000000-Е	876	GEOTEXTILE FOR DRAINAGE	4,630 SY		
0121	3659000000-N	SP	PREFORMED SCOUR HOLES WITH LEVEL SPREADER APRON	5 EA		
0122	4048000000-Е	902	REINFORCED CONCRETE SIGN FOUN- DATIONS	3 CY		
0123	4054000000-Е	902	PLAIN CONCRETE SIGN FOUNDA- TIONS	1 CY		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0124	4060000000-Е	903	SUPPORTS, BREAKAWAY STEEL BEAM	1,853 LB		
0125	4066000000-E	903	SUPPORTS, SIMPLE STEEL BEAM	493 LB		
0126	4072000000-Е	903	SUPPORTS, 3-LB STEEL U-CHANNEL	3,192 LF		
0127	4096000000-N	904	SIGN ERECTION, TYPE D	5 EA		
0128	4102000000-N		SIGN ERECTION, TYPE E	102 EA		
	4108000000-N		SIGN ERECTION, TYPE F	32 EA		
0130	4110000000-N		SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	3 EA		
0131	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (B)	2 EA		
0132	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE  **** (GROUND MOUNTED)  (E)	8 EA		
0133	4152000000-N	907	DISPOSAL OF SIGN SYSTEM, STEEL BEAM	4 EA		
0134	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	61 EA		
0135	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	8 EA		
0136	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	6 EA		
0137	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,448 SF		
0138	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	432 SF		
0139	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	411 SF		
0140	4415000000-N	1115	FLASHING ARROW BOARD	2 EA		
0141	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0142	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60 DAY		
0143	443000000-N	1130	DRUMS	710 EA		
0144	4435000000-N	1135	CONES	100 EA		
0145	4445000000-E	1145	BARRICADES (TYPE III)	528 LF		
0146	4455000000-N	1150	FLAGGER	360 DAY		
0147	4480000000-N	1165	ТМА	2 EA		
0148	4516000000-N	1180	SKINNY DRUM	100 EA		
0149	4520000000-N	1266	TUBULAR MARKERS (FIXED)	30 EA		
0150	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	2,353 EA		
0151	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	816 LF		
0152	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	422 LF		
0153	4721000000-E		THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	12 EA		
0154	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	144 EA		
0155	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	359,947 LF		
0156	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	1,038 LF		
0157	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	1,616 LF		
0158	484000000-N	1205	PAINT PAVEMENT MARKING CHARAC- TER	24 EA		
0159	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	208 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0160	4847000000-E	1205	POLYUREA PAVEMENT MARKING LINES (4", **********) (HIGHLY REFLECTIVE ELEMENTS)	88,176 LF		
0161	4847110000-E	1205	POLYUREA PAVEMENT MARKING LINES (8", *********) (HIGHLY REFLECTIVE ELEMENTS)	3,214 LF		
0162	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	80,458 LF		
0163	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	313 LF		
0164	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	216 LF		
0165	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	43 EA		
0166	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	383 EA		
0167	5325600000-E	1510	6" WATER LINE	694 LF		
0168	5589200000-E	1515	2" AIR RELEASE VALVE	1 EA		
0169	5691300000-E	1520	8" SANITARY GRAVITY SEWER	1,806 LF		
0170	5709200000-E	1520	4" FORCE MAIN SEWER	295 LF		
0171	5775000000-E	1525	4' DIA UTILITY MANHOLE	8 EA		
0172	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	52 LF		
0173	5816000000-N	1530	ABANDON UTILITY MANHOLE	6 EA		
0174	5835700000-E	1540	16" ENCASEMENT PIPE	139 LF		
0175	5871900000-E	1550	TRENCHLESS INSTALLATION OF 16" IN SOIL	39 LF		
0176	5871910000-E	1550	TRENCHLESS INSTALLATION OF 16" NOT IN SOIL	39 LF		
0177	6000000000-E	1605	TEMPORARY SILT FENCE	64,500 LF		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
)178	6006000000-Е	1610	STONE FOR EROSION CONTROL, CLASS A	2,475 TON		
)179	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	10,000 TON		
 0180	6012000000-Е	1610	SEDIMENT CONTROL STONE	6,475 TON		
)181	6015000000-Е	1615	TEMPORARY MULCHING	300 ACR		
)182	6018000000-Е	1620	SEED FOR TEMPORARY SEEDING	135,000 LB		
0183	6021000000-Е	1620	FERTILIZER FOR TEMPORARY SEED- ING	68 TON		
)184	6024000000-Е	1622	TEMPORARY SLOPE DRAINS	4,500 LF		
)185	6029000000-Е	SP	SAFETY FENCE	6,500 LF		
)186	6030000000-Е	1630	SILT EXCAVATION	30,340 CY		
)187	6036000000-E	1631	MATTING FOR EROSION CONTROL	290,000 SY		
)188	6037000000-E	SP	COIR FIBER MAT	1,975 SY		
)189	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	4,770 SY		
0190	6042000000-Е	1632	1/4" HARDWARE CLOTH	9,100 LF		
)191	6045000000-E	SP	**" TEMPORARY PIPE (12")	110 LF		
)192	6069000000-E	1638	STILLING BASINS	80 CY		
)193	6071012000-Е	SP	COIR FIBER WATTLE	8,600 LF		
)194	6071020000-Е	SP	POLYACRYLAMIDE (PAM)	8,500 LB		
)195	6071030000-Е	1640	COIR FIBER BAFFLE	4,800 LF		
)196	6071050000-E	SP	**" SKIMMER (1-1/2")	2 EA		
 0196 	6071050000-E	SP		2		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0197	6071050000-E	SP	**" SKIMMER (2")	3 EA		
0198	6071050000-E	SP	**" SKIMMER (2-1/2")	1 EA		
0199	6084000000-E	1660	SEEDING & MULCHING	180 ACR		
0200	6087000000-Е	1660	MOWING	80 ACR		
0201	6090000000-Е	1661	SEED FOR REPAIR SEEDING	3,600 LB		
0202	6093000000-Е	1661	FERTILIZER FOR REPAIR SEEDING	9 TON		
0203	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	4,475 LB		
0204	6108000000-E	1665	FERTILIZER TOPDRESSING	134 TON		
0205	6111000000-E	SP	IMPERVIOUS DIKE	250 LF		
0206	6114500000-N	1667	SPECIALIZED HAND MOWING	150 MHR 		
0207	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	200 EA		
0208	6123000000-E	1670	REFORESTATION	0.65 ACR		
0209	6126000000-E	SP	STREAMBANK REFORESTATION	0.65 ACR		
0210	7060000000-E		SIGNAL CABLE	4,210 LF		
0211	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	16 EA		
0212	7132000000-E		VEHICLE SIGNAL HEAD (12", 4 SECTION)	4 EA		
0213	7144000000-E		VEHICLE SIGNAL HEAD (12", 5 SECTION)	8 EA		
0214	7264000000-E	1710	MESSENGER CABLE (3/8")	1,380 LF		
0215	7300000000-Е	1715	UNPAVED TRENCHING (********) (1, 2")	1,340 LF		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0216	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	15 EA		
0217	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEA- VY DUTY)	1 EA		
0218	7360000000-N	1720	WOOD POLE	4 EA		
0219	7372000000-N	1721	GUY ASSEMBLY	8 EA		
0220	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1 EA		
0221	7420000000-E	1722	2" RISER WITH WEATHERHEAD	2 EA		
0222	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	2,340 LF		
0223	7456000000-E	1726	LEAD-IN CABLE (***********) (14-2)	6,820 LF		
0224	7481000000-N	SP	SITE SURVEY	1 EA		
0225	7481200000-N	SP	LUMINAIRE ARM FOR VIDEO SYSTEM	4 EA		
0226	7481240000-N	SP	CAMERA WITHOUT INTERNAL LOOP EMULATOR PROCESSING UNIT	4 EA		
0227	7481260000-N	SP	EXTERNAL LOOP EMULATOR PRO- CESSING UNIT	1 EA		
0228	7576000000-N	SP	METAL STRAIN SIGNAL POLE	4 EA		
0229	7613000000-N	SP	SOIL TEST	4 EA		
0230	7614100000-E	SP	DRILLED PIER FOUNDATION	32 CY		
0231	7636000000-N	1745	SIGN FOR SIGNALS	5 EA		
0232	7684000000-N	1750	SIGNAL CABINET FOUNDATION	1 EA		
0233	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	1 EA		
0234	7780000000-N	1751	DETECTOR CARD (TYPE 2070L)	11 EA		

County: Ashe

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0235	7901000000-N	1753	CABINET BASE EXTENDER	1		
				EA		

	******* BEGIN SCHEDULE AA ******* ***************************							
0236	0022000000-Е	225	UNCLASSIFIED EXCAVATION	514,000				
AA1				CY				
0237	1121000000-E	520	AGGREGATE BASE COURSE	39,830				
AA1				TON				
0238	1231000000-E	560	SHOULDER BORROW	10,200				
AA1				CY				
0239	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE	19,920				
AA1			B25.0C	TON				
0240	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	4,800				
AA1				TON				
			*** OR ***					
0241	0022000000-E	225	UNCLASSIFIED EXCAVATION	505,400				
AA2				CY				
0242	1121000000-E	520	AGGREGATE BASE COURSE	50				
AA2				TON				
0243	1231000000-E	560	SHOULDER BORROW	4,500				
AA2				CY				
0244	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE	34,210				
AA2			B25.0C	TON				
0245	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	5,430				
AA2				TON				

### 

\*\*\*\*\* END SCHEDULE AA \*\*\*\*\*

Jan 07, 2015 1:19 pm

#### **ITEMIZED PROPOSAL FOR CONTRACT NO. C203536**

Page 15 of 15

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0249	8245000000-E	425	REINFORCING STEEL (CULVERT)	43,845 LB		
1210/	Jan07/Q2778298.1/D884:	2252200	00/E249 Total Amount Of Bid Fo	or Entire Project :		_

# Vendor 1 of 10: JAMES R. VANNOY & SONS CONSTRUCTION COMPANY, INC (3687)

Call Order 011 (Proposal: C203536)

# **Bid Information**

**Proposal County:** ASHE **Bid Checksum:** AF303E71

**Vendor Address:** 1608 US Highway 221 N **Bid Total:** \$21,371,178.20

P.O. Box 635
Jefferson , NC , 28640

Items Total: \$21,371,178.20

Signature Check: JAMES\_VANNOY\_3687

Time Total: \$0.00

**Time Bid Received:** February 24, 2015 01:17 PM

Amendment Count: 0

DBE GOAL SET 8.0

.. \_ DBE GOAL MET 8.0

**Bidding Errors:** 

None.

NCDOT Page 90 of 122

# Vendor 1 of 10: JAMES R. VANNOY & SONS CONSTRUCTION COMPANY, INC (3687) Call Order 011 (Proposal: C203536)

# **Bid Information**

**Proposal County:** ASHE

Vendor Address: 1608 US Highway 221 N

P.O. Box 635

Jefferson, NC, 28640

**Signature Check:** JAMES\_VANNOY\_3687 **Time Bid Received:** February 24, 2015 01:17 PM

Amendment Count: 0

**Bidding Errors:** 

None.

Bid Checksum: AF303E71

**Bid Total:** \$21,371,178.20 **Items Total:** \$21,371,178.20

Time Total: \$0.00

NCDOT Page 90 of 122

Vendor 3687's Bid Information for Call 011, Letting L150224, 02/24/15

James R Vannoy & Sons Const. Co., Inc. (3687) Call Order 011 (Proposal ID C203536)

LIST OF DBE PARTICIPANTS

VENDOR DBE NAME WORK CERT

NUMBER ADDRESS CODE TYPE OF WORK TYPE AMOUNT

4388 WB FOOTHILLS CONSTRUCTION SERV INC Sub 1,173,168.25 Committed

6081 PEA RIDGE PASS , HAMPTONVILLE, NC 27020

4417 WB POZZOLANIC CONTRACTING & SUPPLY Sub 560,330.50 Committed

2401 ASBURY ROAD , KNOXVILLE, TN 379146408

TOTAL: \$1,733,498.75

8.11%

Vendor 3687's Bid Information for Call 011, Letting L150224, 02/24/15

James R Vannoy & Sons Const. Co., Inc. (3687) Call Order 011 (Proposal ID C203536)

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

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: SNC15676367

NCDOT Page 119 of 165

Surety Registry Agency: surety2000

Verified?: Yes

Surety Agency: Travelers Casualty and Surety Company of America

Bond Execution Date: 2/10/2015 2

Bond Amount: \$1,068,558.91 (Five Percent of Bid)

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State of NC Dept of Transportation Date: 02-18-15

Revised:

Contract ID: C203536 Project(s): STP-0221(42)

Letting Date: 02-24-15 Call Order: 011

Bidder: 3687 - James R Vannoy & Sons Const. Co., Inc.

+----+ 

Section 0001 ROADWAY ITEMS

## 7.7.1

Alt Group			
0000100000-N MOBILIZATIO  0001 N 		  LUMP 	1,050,000.00
0001000000-E CLEARING &  0002 GRUBBING ACRE(S)		  LUMP 	   829,700.00
0008000000-E SUPPLEMENTA  0003 RY CLEARING & GRUB-BING 	   3.000  ACR	   1.00000	3.00
0036000000-E UNDERCUT  0004 EXCAVATION 	   500.000  CY	   10.00000 	5,000.00
0134000000-E DRAINAGE  0005 DITCH EXCAVATION	   6,350.000  CY	   4.00000 	
0141000000-E BERM DITCH  0006 CONSTRUCTION	1,830.000	   3.00000 	5,490.00
0156000000-E REMOVAL OF  0007 EXISTING ASPHALT    PAVEMENT	   18,500.000  SY	   4.00000 	74,000.00
019200000-N PROOF  0008 ROLLING	   20.000  HR	   100.00000 	2,000.00
0195000000-E SELECT  0009 GRANULAR MATERIAL	3,500.000	   35.00000 	
0196000000-E GEOTEXTILE  0010 FOR SOIL STABILIZA-TION	   6,500.000  SY	   1.75000 	11,375.00
0199000000-E TEMPORARY  0011 SHORING 	   2,640.000  SF	   65.00000 	
· 			

Project(s): STP-0221(42) Contract ID: C203536

Letting Date: 02-24-15 Call Order: 011

Bidder: 3687 - James R Vannoy & Sons Const. Co., Inc.

+				+
Line   No.		Approx.   Quantity		Bid Amount
		and Units	Dollars   Cts	Dollars  Ct
•	0225000000-E REINFORCED  SOIL SLOPES			85,500.00  
0013	0318000000-E FOUNDATION  CONDITIONING MATE- RIAL,  MINOR STRUCTURES	2,649.000   TON	   30.00000  	79,470.00  
0014	0320000000-E FOUNDATION  CONDITIONING GEO-  TEXTILE	12,390.000   SY	   3.00000  	37,170.00  
•	0342000000-E **" SIDE  DRAIN PIPE (30") 	   696.000   LF	   60.00000  	41,760.00
	0342000000-E **" SIDE  DRAIN PIPE (36") 	   288.000   LF	   65.00000  	18,720.00
	0342000000-E **" SIDE  DRAIN PIPE (42") 	   12.000   LF		1,320.00
	0343000000-E 15" SIDE  DRAIN PIPE 	   3,912.000   LF	   38.00000  	148,656.00
	0344000000-E 18" SIDE  DRAIN PIPE 	   1,192.000   LF		48,872.00
	0345000000-E 24" SIDE  DRAIN PIPE 			87,000.00
•	0348000000-E **" SIDE  DRAIN PIPE ELBOWS (15") 	   17.000   EA		4,250.00
•	0348000000-E **" SIDE  DRAIN PIPE ELBOWS (18") 	4.000		1,100.00
•	0348000000-E **" SIDE  DRAIN PIPE ELBOWS (24") 	   7.000   EA		2,800.00
· 				

State of NC Date: 02-18-15 Revised:

Dept of Transportation

Project(s): STP-0221(42) Contract ID: C203536

Letting Date: 02-24-15 Call Order: 011

Bidder: 3687 - James R Vannoy & Sons Const. Co., Inc.

+		y &	501.			
Line    No.				Approx.   Quantity	Unit Price	Bid Amount
		İ	and Units		Dollars   Cts	Dollars  Ct
	0348000000-E **"	(30")	EA	4.000	550.00000    550.00000	2,200.00
	0348000000-E **"	(36")	EA	2.000    2.000	600.00000    600.00000	1,200.00
	0366000000-E 15"    CULVERTS, CLASS   1	III	LF	1,060.000    1,060.000	32.00000    32.00000	33,920.00  
	0372000000-E 18"    CULVERTS, CLASS   1	III	LF	356.000    356.000	36.00000    36.00000	12,816.00    12,816.00
	0378000000-E 24"	III	LF	   788.000  	48.00000    48.00000	37 <b>,</b> 824.00
	0384000000-E 30"	III	LF	200.000  	  60.00000  	12,000.00
	0390000000-E 36"    CULVERTS, CLASS   1	III	LF	248.000  	75.00000    75.00000	18,600.00
	0396000000-E 42"    CULVERTS, CLASS   1	III	LF	36.000    36.000	100.00000  	3,600.00
	0414000000-E 60"	III	LF	40.000  	200.00000    200.00000	8,000.00  
	0420000000-E 66"    CULVERTS, CLASS   1	III	LF	32.000    32.000	255.00000    255.00000	8,160.00
	0448200000-E 15"    CULVERTS, CLASS IV 		LF	5,180.000    5,180	35.00000    35.00000	181,300.00
	0448300000-E 18"    CULVERTS, CLASS IV 		LF	796.000  	39.00000    39.00000	31,044.00
· 						'

Project(s): STP-0221(42) Contract ID: C203536

Letting Date: 02-24-15 Call Order: 011

Bidder: 3687 - James R Vannoy & Sons Const. Co., Inc.

+  Line	   Item		Approx.	   Unit Price	+ Bid Amount
No.			Quantity		
 +	 	 	and Units	Dollars	Dollars  Ct  +
	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	    LF	108.000	   52.00000  	5,616.00
	0448500000-E 30" RC PIPE CULVERTS, CLASS IV	    LF	852.000		55 <b>,</b> 380.00
0038	· · · · · · · · · · · · · · · · · · ·	    LF	84.000	   105.00000  	8,820.00  
0039	0576000000-E **" CS PIPE  CULVERTS, *****" THICK  (42", 0.109")	    LF	28.000	   110.00000  	3,080.00
0040	002.21.201	    LF	84.000	   190.00000  	15,960.00  
0041	0576000000-E **" CS PIPE  CULVERTS, *****" THICK  (84", 0.168")		196.000	   390.00000  	76,440.00
	0582000000-E 15" CS PIPE  CULVERTS, 0.064" THICK	    LF	168.000	   35.00000  	5 <b>,</b> 880.00
	0588000000-E 18" CS PIPE  CULVERTS, 0.064" THICK	    LF	84.000	   43.00000  	3,612.00
	0594000000-E 24" CS PIPE  CULVERTS, 0.064" THICK			   50.00000  	7,400.00
	0600000000-E 30" CS PIPE  CULVERTS, 0.079" THICK		224.000	   68.00000  	15,232.00
0046	0636000000-E **" CS PIPE  ELBOWS, *****" THICK  (15", 0.064")			   250.00000  	1,000.00
0047	0636000000-E **" CS PIPE  ELBOWS, *****" THICK  (18", 0.064")			   280.00000  	560.00  

Project(s): STP-0221(42) Contract ID: C203536

Letting Date: 02-24-15 Call Order: 011

Bidder: 3687 - James R Vannoy & Sons Const. Co., Inc.

+				+
Line   No.		Approx.     Quantity	Unit Price	Bid Amount
	   	and Units	   Dollars   Cts	Dollars  Ct
•	0995000000-E PIPE  REMOVAL 	   1,590.000   LF	   10.00000  	15,900.00
	0996000000-N PIPE  CLEAN-OUT 	   5.000   EA		25,000.00  
	1011000000-N FINE  GRADING 	  LUMP 		410,000.00
0051	1044000000-E LIME  TREATED SOIL (SLURRY  METHOD)	   31,650.000   SY		94,950.00
	1066000000-E LIME FOR  LIME TREATED SOIL 	   320.000   TON	   194.00000  	62 <b>,</b> 080.00
0053		   14.000   TON		1,120.00
	1099500000-E SHALLOW  UNDERCUT 	1,500.000   CY		10,500.00
	1099700000-E CLASS IV  SUBGRADE STABILIZA- TION 	   3,000.000   TON		69,000.00
	1110000000-E STABILIZER  AGGREGATE 	   500.000   TON		12,000.00
0057	1115000000-E GEOTEXTILE  FOR PAVEMENT STA-  BILIZATION	   26,193.000   SY	   3.00000  	78 <b>,</b> 579.00
0058				137,692.00
10059	1187000000-E PORTLAND  CEMENT FOR SOIL CE- MENT  BASE	1,310.000   TON		216,150.00  

Project(s): STP-0221(42) Contract ID: C203536

Letting Date: 02-24-15 Call Order: 011

Bidder: 3687 - James R Vannoy & Sons Const. Co., Inc.

	: 5007 - James R Vannoy &	50115 CO115C. CO.,	·		
  Line    No.		Approx.     Quantity	Unit Price	Bid Amount	
		and Units	Dollars   Cts	Dollars  Ct	
	1209000000-E ASPHALT  CURING SEAL 	   11,870.000   GAL	4.60000  	54,602.00	
	1220000000-E INCIDENTAL  STONE BASE 	   500.000   TON	25.00000  	12,500.00	
0062	1297000000-E MILLING  ASPHALT PAVEMENT,  ***"DEPTH (3")	   11,000.000   SY	4.00000  	44,000.00	
	1330000000-E INCIDENTAL  MILLING	2,000.000   SY	7.50000    7.50000	15,000.00	
0064	1489000000-E ASPHALT  CONC BASE COURSE, TYPE  B25.0B	4,100.000   TON	47.50000  	194,750.00	
0065	1498000000-E ASPHALT  CONC INTERMEDIATE  COURSE, TYPE I19.0B	2,010.000   TON	47.50000  	95 <b>,</b> 475.00	
10066	1503000000-E ASPHALT  CONC INTERMEDIATE  COURSE, TYPE I19.0C	   36,640.000   TON	47.50000  	1,740,400.00	
0067	1519000000-E ASPHALT  CONC SURFACE COURSE,  TYPE S9.5B	   3,140.000   TON	47.50000  	149,150.00	
0068		   28,720.000   TON	47.50000  	1,364,200.00	
0069	1693000000-E ASPHALT  PLANT MIX, PAVEMENT  REPAIR	   500.000   TON	180.00000  	90,000.00	
	2022000000-E SUBDRAIN  EXCAVATION	336.000   CY	   22.00000 	7,392.00	
	2033000000-E SUBDRAIN  FINE AGGREGATE 		40.00000  	6,720.00	
, = <b></b> -		<b></b>	<b>_</b>		

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Bidder: 3687 - James R Vannoy & Sons Const. Co., Inc.

			+
Line  Item   No.  Description	Approx.     Ouantity	Unit Price	Bid Amount
Boodipeion	and Units	   Dollars   Cts	Dollars  Ct
		   10.00000  	10,000.00
2070000000-N SUBDRAIN PIPE OUTLET			220.00    220.00
2077000000-E 6" OUTLET PIPE		   20.00000  	240.00
2143000000-E BLOTTING SAND	   15.000   TON	   50.00000  	750.00    750.00
2190000000-N TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	İ	   1,500.00000  	28,500.00  
2209000000-E ENDWALLS			13,965.00    13
ENDWALLS	36.100	   1,100.00000  	39,710.00  
2253000000-E PIPE COLLARS		   1,000.00000  	33,300.00  
2264000000-E PIPE PLUGS		   2,500.00000  	1,000.00
2286000000-N MASONRY DRAINAGE STRUCTURES		   1,600.00000  	265,600.00    265,600
2297000000-E MASONRY DRAINAGE STRUCTURES			33,210.00
	Description  2044000000-E 6" PERFORATED SUBDRAIN PIPE  20770000000-N SUBDRAIN PIPE OUTLET  20770000000-E 6" OUTLET PIPE  2143000000-E BLOTTING SAND  2190000000-N TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE  2209000000-E ENDWALLS  2220000000-E REINFORCED ENDWALLS  2253000000-E PIPE COLLARS  2264000000-E PIPE COLLARS  2286000000-E PIPE PLUGS	Description   Quantity and Units	Description   Quantity   Dollars   Cts    2044000000-E 6"       1,000.000   10.000000      LF

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| No.| Description | Quantity |------| and Units | Dollars | Cts | Dollars | Ct| |2308000000-E MASONRY | | 0083|DRAINAGE STRUCTURES 209.000| 225.00000| 47,025.00| |LF |236400000-N FRAME WITH | 0084|TWO GRATES, STD 840.16| 9.000| 615.00000| 5,535.00| |2364200000-N FRAME WITH | 0085|TWO GRATES, STD 840.20| 48.000| 615.00000| 29,520.00| |2365000000-N FRAME WITH | 52.000| | |0086|TWO GRATES, STD 840.22| 615.00000| |EA | 0087|TWO GRATES, STD | 840.24| | 10.000| | 625.00000| | 6,250.00| |236600000-N FRAME WITH | 12374000000-N FRAME WITH 2.000| 750.00000| 1,500.00| | 10090|GRATE & HOOD, STD | 2.000| 750.00000| 1,500.00| | |840.03, TYPE \*\* (F) |EA | |237400000-N FRAME WITH | 0091|GRATE & HOOD, STD | 4.000| 750.00000| 3,000.00| |840.03, TYPE \*\* (G) |EA 32.000| 550.00000| 17,600.00| |0092|COVER, STD 840.54 | | 0094|CONCRETE CURB & GUTTER | 37,350.000| 21.00000| 784,350.00| | | (2'-9") | | LF

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Bidder: 3687 - James R Vannoy & Sons Const. Co., Inc.

1. 3007 Dames K Vaimoy &	5011	s const. co.,	TIIC.	
Line  Item   No.  Description	Approx.	Unit Price	Bid Amount	
		_	Dollars   Cts	Dollars  Ct
2549000000-E 2'-6"  CONCRETE CURB & GUTTER 	    LF	1,450.000	19.00000  	27,550.00    27,550.00
2556000000-E SHOULDER  BERM GUTTER 	    LF	3,690.000	   25.00000  	92 <b>,</b> 250.00
2577000000-E CONCRETE  EXPRESSWAY GUTTER 	      LF	200.000		5,200.00
2619000000-E 4" CONCRETE  PAVED DITCH 	    SY 	300.000	70.00000  	21,000.00    21,000
2655000000-E 5"  MONOLITHIC CONCRETE  ISLANDS(KEYED IN)	    SY 	2,750.000    2,750.000	60.00000  	165,000.00
2938000000-N CONVERT  EXISTING DROP INLET  TOJUNCTION BOX WITH  MANHOLE	      EA	2.000  	1,500.00000  	3,000.00  
303000000-E STEEL BM  GUARDRAIL 	      LF	17,012.500	   13.50000  	229 <b>,</b> 668.75
3045000000-E STEEL BM  GUARDRAIL, SHOP  CURVED	    LF 	950.000    950.000	   14.75000  	14,012.50    14,012.50
3150000000-N ADDITIONAL  GUARDRAIL POSTS 	    EA 	10.000	1.00000	10.00
3165000000-N GUARDRAIL  ANCHOR UNITS, TYPE  *********** (350 TL-2)	    EA 	2.000	1,600.00000    1,600.00000	3,200.00
		18.000	500.00000  	9,000.00
	Item   Description	Item	Item	Description

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Line    No.		 	Approx.   Quantity	Unit Price	Bid Amount
		i	and Units	Dollars   Cts	Dollars  Ct
	3270000000-N GUARDRAIL  ANCHOR UNITS, TYPE 350	      EA	   25.000	1,600.00000	40,000.00
	3360000000-E REMOVE  EXISTING GUARDRAIL	      LF	16,400.000    16,400	1.00000  	16,400.00
	3380000000-E TEMPORARY  STEEL BM GUARDRAIL 	    LF	   37.500 	10.00000  	375.00    375.00
0109	3382000000-E TEMPORARY  STEEL BM GUARDRAIL (SHOP  CURVED)	    LF	50.000    50.000	   10.00000  	500.00    500.00
0110	3389100000-N TEMPORARY  GUARDRAIL ANCHOR  UNITS, TYPE 350	    EA	4.000  	1,600.00000    1,600.00000	6,400.00  
	3503000000-E WOVEN WIRE  FENCE, 47" FABRIC 	    LF 	42,900.000  	1.95000    1.95000	83,655.00    83,655.00
	3509000000-E 4" TIMBER  FENCE POSTS, 7'-6" LONG 	    EA	2,660.000    2,660	  15.50000 	41,230.00  
	3515000000-E 5" TIMBER  FENCE POSTS, 8'-0" LONG 	    EA	750.000    750.000	  18.50000 	13,875.00    13,875.00
	3557000000-E ADDITIONAL  BARBED WIRE 	    LF 	2,000.000    2,000	0.30000    0.30000	600.00  
0115	3575000000-E GENERIC  FENCING ITEM TEMP 4  STRAND BARBED WIRE FENCE  WITH POSTS	      LF	1,000.000  	3.00000  	3,000.00  
	3628000000-E RIP RAP,  CLASS I 	      TO1	1,915.000  N	   32.50000 	62,237.50  

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| No.| Description | Quantity |------|-----| | and Units | Dollars | Cts | Dollars | Ct| |3635000000-E RIP RAP, | 130.000| 32.00000| 0117|CLASS II ITON | 800.000| 32.00000| 25,600.00| |0118|CLASS B |3651000000-E BOULDERS 30.000| 70.00000| 2,100.00| 101191 |3656000000-E GEOTEXTILE | |0120|FOR DRAINAGE | 4,630.000| 2.50000| 11,575.00| ISY |404800000-E REINFORCED | 3.000| 850.00000| 2,550.00| |0122|CONCRETE SIGN | CY - | 1.000| |CY | |0123|CONCRETE SIGN FOUNDA-500.00000| 500.001 |4060000000-E SUPPORTS, | 0124|BREAKAWAY STEEL BEAM | 1,853.000| 4.45000| 8,245.85| |4066000000-E SUPPORTS, | 0125|SIMPLE STEEL BEAM | 4.45000| 0125|SIMPLE STEEL BEAM | LB |4072000000-E SUPPORTS, |0126|3-LB STEEL U-CHANNEL | 3,192.000| 5.00000| 15,960.00| |0127|ERECTION, TYPE D 

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Line  Item   No.  Description 	Approx.     Quantity	Unit Price	Bid Amount		
	and Units		Dollars   Cts	Dollars  Ct	
	4108000000-N SIGN  ERECTION, TYPE F	       EA	32.000    32.000	  85.00000	2,720.00
0130	4110000000-N SIGN  ERECTION, TYPE ***  (GROUND MOUNTED) (A)	    EA	3.000    3.000	350.00000  	1,050.00
0131	4110000000-N SIGN  ERECTION, TYPE ***  (GROUND MOUNTED) (B)	    EA	2.000  	  290.15000 	580.30 <sub> </sub>
0132	4116100000-N SIGN  ERECTION, RELOCATE, TYPE  **** (GROUND MOUNTED) (E)	    EA	8.000    8.000  	75.00000  	600.00
	4152000000-N DISPOSAL OF  SIGN SYSTEM, STEELBEAM 	    EA	4.000	  500.00000 	2,000.00
	4155000000-N DISPOSAL OF  SIGN SYSTEM, U- CHANNEL 		61.000    61.000	1.00000	61.00
	4192000000-N DISPOSAL OF  SUPPORT, U-CHANNEL 	    EA	8.000    8.000	1.00000	8.00
	4238000000-N DISPOSAL OF  SIGN, D, E OR F 	    EA	6.000  	1.00000	6.00
	4400000000-E WORK ZONE  SIGNS (STATIONARY) 	    SF	1,448.000  	4.25000  	6,154.00
	4405000000-E WORK ZONE  SIGNS (PORTABLE) 	    SF	432.000  	   14.00000 	6,048.00
0139	4410000000-E WORK ZONE  SIGNS (BARRICADE  MOUNTED)	    SF	411.000  	5.00000    5.00000	2,055.00
	4415000000-N FLASHING  ARROW BOARD 	    EA	2.000	4,400.00000  	8,800.00  
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Line   No.		Approx.   Quantity		Bid Amount
100.	Description	and Units	   Dollars   Cts	Dollars  Ct
•	4420000000-N PORTABLE  CHANGEABLE MESSAGE SIGN 	2.000		15,000.00
0142	4422000000-N PORTABLE  CHANGEABLE MESSAGE SIGN  (SHORT TERM)	   60.000   DAY		2,400.00
0143	•	710.000   EA		29,820.00
   0144 				1,600.00
	4445000000-E BARRICADES  (TYPE III) 	   528.000   LF		8,448.00
  0146		   360.000   DAY		79 <b>,</b> 200.00
  0147		   2.000   EA		15,000.00
  0148 	4516000000-N SKINNY DRUM   	100.000   EA	30.00000  	3,000.00
	4520000000-N TUBULAR  MARKERS (FIXED) 	   30.000   EA	   50.00000  	1,500.00
0150	4650000000-N TEMPORARY  RAISED PAVEMENT  MARKERS	   2,353.000   EA	   5.05000  	11,882.65
0151	4700000000-E THERMOPLAST  IC PAVEMENT MARKINGLINES  (12", 90 MILS)	·	   2.55000	2,080.80
0152	4710000000-E THERMOPLAST  IC PAVEMENT MARKINGLINES  (24", 120 MILS)	422.000	7.10000    7.10000	2,996.20  

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	Line  Item   No.  Description		Approx.   Quantity	Unit Price   	Bid Amount	
		İ	and Units	Dollars   Cts	Dollars  Ct	
0153	4721000000-E THERMOPLAST  IC PAVEMENT  MARKINGCHARACTER (120  MILS)	         EA	   12.000 	   137.00000  	1,644.00  	
0154	4725000000-E THERMOPLAST  IC PAVEMENT MARKINGSYMBOL  (90 MILS)		144.000  	   120.00000  	17,280.00    17,280.00	
0155	4810000000-E PAINT  PAVEMENT MARKING LINES  (4")	     LF	359,947.000    359	   0.25000  	89,986.75    89,986.75	
0156	4820000000-E PAINT  PAVEMENT MARKING LINES  (8")	     LF	1,038.000    1,038	1.00000        1.00000	1,038.00	
0157	4835000000-E PAINT  PAVEMENT MARKING LINES  (24")	    LF	1,616.000  	3.00000  	4,848.00	
0158	4840000000-N PAINT  PAVEMENT MARKING  CHARAC-TER	      EA	24.000    24.000	61.00000    61.00000	1,464.00	
	4845000000-N PAINT  PAVEMENT MARKING SYMBOL 	      EA	   208.000 		11,648.00	
0160   	4847000000-E POLYUREA  PAVEMENT MARKING  LINES (4", ********)  (HIGHLY REFLECTIVE  ELEMENTS)	         LF	   88,176.000   	1.00000    1.00000  	88,176.00  	
0161	4847110000-E POLYUREA  PAVEMENT MARKING  LINES (8", ********)  (HIGHLY REFLECTIVE  ELEMENTS)	           LF	3,214.000  	   1.85000  	5,945.90    5,945.90     	
0162	4850000000-E REMOVAL OF  PAVEMENT MARKING LINES  (4")	       LF	   80,458.000 	   0.75000  	60,343.50  	

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| No. | Description | Quantity |------| and Units | Dollars | Cts | Dollars | Ct| |486000000-E REMOVAL OF | |0163|PAVEMENT MARKING LINES | 313.000| 2.000001 | (8") | 0164|PAVEMENT MARKING LINES | 216.000| 4.00000| | | (24") | | | | | |4875000000-N REMOVAL OF | |0165|PAVEMENT MARKING | 43.000| 61.00000| 2,623.00| |490500000-N SNOWPLOWABL| |0166|E PAVEMENT MARKERS | 383.000 30.30000| 11,604.90| |EA | 694.000| 79.00000| 54,826.00| |0167|LINE |5589200000-E 2**"** AIR 1.000| 5,000.00000| |0168|RELEASE VALVE |5691300000-E 8" SANITARY| 1,806.000| 75.00000| 135,450.00| |0169|GRAVITY SEWER |5709200000-E 4" FORCE 295.000 50.00000 14,750.00 |0170|MAIN SEWER |5775000000-E 4' DIA i 8.000| 7,000.00000| 56,000.00| 0171|UTILITY MANHOLE | EA |5781000000-E UTILITY 52.000| 500.00000| 26,000.00| |0172|MANHOLE WALL, 4' DIA |5816000000-N ABANDON 6.000| 2,000.00000| 12,000.00| 0173|UTILITY MANHOLE |5835700000-E 16" | 139.000| 250.00000| 34,750.00| 0174|ENCASEMENT PIPE

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Line   No.		Approx.     Quantity	Unit Price   	Bid Amount
		and Units	Dollars   Cts	Dollars  Ct
0175	5871900000-E TRENCHLESS  INSTALLATION OF 16"IN  SOIL	39.000   LF		7,800.00
0176	5871910000-E TRENCHLESS  INSTALLATION OF 16"NOT IN  SOIL	·		9,750.00  
	6000000000-E TEMPORARY  SILT FENCE 	64,500.000   LF	   1.50000  	96 <b>,</b> 750.00
0178	6006000000-E STONE FOR  EROSION CONTROL, CLASS  A	2,475.000   TON	31.00000    31.00000	76,725.00  
0179	6009000000-E STONE FOR  EROSION CONTROL, CLASS  B	10,000.000   TON	31.00000    31.00000	310,000.00
	6012000000-E SEDIMENT  CONTROL STONE 	6,475.000   TON	   29.00000  	187,775.00
	6015000000-E TEMPORARY  MULCHING 	   300.000   ACR	   600.00000  	180,000.00
	6018000000-E SEED FOR  TEMPORARY SEEDING 	   135,000.000   LB	   1.56000  	210,600.00
	6021000000-E FERTILIZER  FOR TEMPORARY SEED-ING 	68.000    TON		55,692.00  
•	6024000000-E TEMPORARY  SLOPE DRAINS 	4,500.000   LF	12.00000	54,000.00
	6029000000-E SAFETY  FENCE 	6,500.000   LF		13,000.00
	603000000-E SILT  EXCAVATION 	30,340.000   CY	4.00000     4.00000	121,360.00

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Line    No.		 	Approx. Quantity	Unit Price	Bid Amount   
100.	Description	İ	and Units	   Dollars   Cts	Dollars  Ct
	6036000000-E MATTING FOR  EROSION CONTROL	    SY	290,000.000		403,100.00
  0188  		    SY	1,975.000	   4.65000  	9,183.75    9,183.75
	6038000000-E PERMANENT  SOIL REINFORCEMENT MAT 	    SY	4,770.000	   4.10000  	19,557.00
	6042000000-E 1/4"  HARDWARE CLOTH 	    LF 	9,100.000	   4.15000  	37,765.00    37,765.00
	6045000000-E **"  TEMPORARY PIPE (12") 	    LF	110.000	   25.00000  	2,750.00
	6069000000-E STILLING  BASINS 	    CY	80.000  	   220.00000  	17,600.00
	6071012000-E COIR FIBER  WATTLE 	    LF	8,600.000  	   7.35000  	63,210.00
	6071020000-E POLYACRYLAM  IDE (PAM) 	    LB	8 <b>,</b> 500.000	   3.50000  	29 <b>,</b> 750.00
	6071030000-E COIR FIBER  BAFFLE 	    LF 	4,800.000	   4.05000  	19,440.00
•	6071050000-E **" SKIMMER  (1-1/2") 	    EA 	2.000	   750.00000  	1,500.00
  0197  		    EA	3.000	   800.00000  	2,400.00
	6071050000-E **" SKIMMER  (2-1/2") 	    EA 	1.000	   1,000.00000  	1,000.00
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Line   No.		Approx.     Quantity	Unit Price	Bid Amount
	Bescription	and Units	Dollars   Cts	Dollars  Ct
	6084000000-E SEEDING &  MULCHING			236,700.00
10200		   80.000   ACR	   25.00000  	2,000.00
	6090000000-E SEED FOR  REPAIR SEEDING 		1.60000    1.60000	5,760.00
	6093000000-E FERTILIZER  FOR REPAIR SEEDING 			7,290.00
	6096000000-E SEED FOR  SUPPLEMENTAL SEEDING 	4,475.000   LB	   1.75000  	7,831.25
	6108000000-E FERTILIZER  TOPDRESSING 		   650.00000  	87,100.00
  0205 		   250.000   LF		27,500.00
	6114500000-N SPECIALIZED  HAND MOWING 	   150.000   MHR	   15.00000  	2,250.00
•	6117000000-N RESPONSE  FOR EROSION CONTROL 	   200.000   EA	   10.00000  	2,000.00
  0208 		   0.650   ACR	   2,200.00000  	1,430.00
•	6126000000-E STREAMBANK  REFORESTATION	   0.650   ACR		2,080.00
	706000000-E SIGNAL  CABLE 	4,210.000   LF	   2.10000  	8,841.00  
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Line   No.		Approx.   Quantity	Unit Price	Bid Amount	
	Description	and Units	Dollars   Cts	Dollars  Ct	
0211	7120000000-E VEHICLE  SIGNAL HEAD (12", 3  SECTION)	   16.0  EA	750.00000	12,000.00	
0212	7132000000-E VEHICLE  SIGNAL HEAD (12", 4  SECTION)	   4.0  EA	             	3,600.00    3,600.00	
0213	7144000000-E VEHICLE  SIGNAL HEAD (12", 5  SECTION)	   8.0  EA	1,050.00000	8,400.00	
	7264000000-E MESSENGER  CABLE (3/8") 	   1,380.0  LF	00  3.00000		
0215	7300000000-E UNPAVED  TRENCHING (********)  (1, 2")	   1,340.0  LF	00  6.00000	8,040.00	
	7324000000-N JUNCTION  BOX (STANDARD SIZE) 	   15.0  EA	       260.00000 	3,900.00    3,900.00	
0217	7348000000-N JUNCTION  BOX (OVER-SIZED, HEA-VY  DUTY)	   1.0  EA	                 		
  0218 	7360000000-N WOOD POLE   	   4.0  EA	               		
	7372000000-N GUY  ASSEMBLY 	   8.0  EA	               	2,400.00	
•	7408000000-E 1" RISER  WITH WEATHERHEAD 	   1.0  EA	               	300.00	
	7420000000-E 2" RISER  WITH WEATHERHEAD 	   2.0  EA	               		
•	7444000000-E INDUCTIVE  LOOP SAWCUT 	   2,340.0  LF	             		
· 				'	

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+  Line    No.		   	Approx.   Quantity	Unit Price	   Bid Amount   	
NO.	 	   	and Units	Dollars   Cts	Dollars  Ct	
0223	7456000000-E LEAD-IN  CABLE (**********)  (14-2)	       LF	6,820.000    6,820	1.50000    1.50000	10,230.00	
0224	•	    EA 	1.000	250.00000    250.00000	250.00	
	7481200000-N LUMINAIRE  ARM FOR VIDEO SYSTEM 	    EA 	4.000  	400.00000  	1,600.00	
0226	7481240000-N CAMERA  WITHOUT INTERNAL LOOP  EMULATOR PROCESSING UNIT	    EA	4.000  	3,500.00000    3,500	14,000.00	
0227	7481260000-N EXTERNAL  LOOP EMULATOR PRO-  CESSING UNIT	    EA 	1.000    1.000	5,750.00000    5,750	5,750.00  	
	7576000000-N METAL  STRAIN SIGNAL POLE 	    EA	4.000  	5,850.00000    5,850	23,400.00	
0229		    EA	4.000  	900.00000    900.00000	3,600.00	
	7614100000-E DRILLED  PIER FOUNDATION 	    CY	32.000    32.000	500.00000    500	16,000.00	
	7636000000-N SIGN FOR  SIGNALS 	    EA	5.000    5.000	300.00000  	1,500.00	
•	7684000000-N SIGNAL  CABINET FOUNDATION 	    EA	1.000	1,000.00000  	1,000.00	
0233	7756000000-N CONTROLLER  WITH CABINET (TYPE 2070L,  BASE MOUNTED)		1.000	10,750.00000    10,750	10,750.00	
	7780000000-N DETECTOR  CARD (TYPE 2070L) 	    EA	11.000    11.000	100.00000	1,100.00  	

Dept of Transportation

Project(s): STP-0221(42) Contract ID: C203536

Letting Date: 02-24-15 Call Order: 011

Bidder: 3687 - James R Vannoy & Sons Const. Co., Inc.

+	dames k vanney w					
Line    No.			Approx.   Quantity	Unit Price	Bid Amount	
100.	Bescriperon		and Units	Dollars   Cts	Dollars  Ct	
	7901000000-N CABINET  BASE EXTENDER 	      EA	1.000		450.00	
	0022000000-E UNCLASSIFIE  D EXCAVATION 	    CY	514,000.000	   4.25000  	2,184,500.00	
	1121000000-E AGGREGATE  BASE COURSE 	    TON	39,830.000	   17.50000  	697,025.00	
	1231000000-E SHOULDER  BORROW 	    CY	10,200.000	   5.00000  	51,000.00	
0239	1491000000-E ASPHALT  CONC BASE COURSE, TYPE  B25.0C	    TON	19,920.000	   47.50000  	946,200.00	
	1575000000-E ASPHALT  BINDER FOR PLANT MIX 	     TON	4,800.000	   678.00000  	3,254,400.00	
	0022000000-E UNCLASSIFIE  D EXCAVATION	    CY	505,400.000	 		
	1121000000-E AGGREGATE  BASE COURSE 	    TON	50.000	 		
	1231000000-E SHOULDER  BORROW 	    CY	4,500.000	 		
0244		     TON	34,210.000			
		    TON	5,430.000	 		
	  Section 0001 Total	<b></b>		   	21,080,056.45	

State of NC Date: 02-18-15 Dept of Transportation

Revised: Contract ID: C203536 Project(s): STP-0221(42)

Letting Date: 02-24-15 Call Order: 011

Bidder: 3687 - James R Vannoy & Sons Const. Co., Inc.

+----+ 

| and Units | Dollars | Cts | Dollars | Ct |

Section 0002 CULVERT ITEMS

Alt Group				
8126000000-N CULVERT  0246 EXCAVATION, STA *****    (660+64.00-L-)	  LUMP 		  LUMP	
813300000-E FOUNDATION  0247 CONDITIONING MATER-IAL,   BOX CULVERT	    TON	177.000	50.00000	8,850.00
8196000000-E CLASS A  0248 CONCRETE (CULVERT)	    CY	392.700	500.00000	
8245000000-E REINFORCING  0249 STEEL (CULVERT)	    LB	43,845.000	1.15000	50,421.75
			 	291,121.75  +
			   	21,371,178.20  +

#### 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

DBE COMMITMENT ITEMS

PAGE: 25

PROPOSAL: C203536

LETTING: L150224 CALL: 011

TOTAL DBE COMMITMENT FOR VENDOR:

VENDOR: 3687 James R Vannoy & Sons Const. Co., Inc.

ITEM LINE ITEM UNIT SUBCONTRACTOR SUBCONTRACTOR EXTENDED NO. NO. DESC. TYPE QUANTITY UNIT PRICE AMOUNT -----DBE SUBCONTRACTOR: 4388 FOOTHILLS CONSTRUCTION SERV INC Will Use Ouote: Yes 

 300.000
 600.0000
 180000.00

 135000.000
 1.56000
 210600.00

 68.000
 819.00000
 55692.00

 180.000
 1315.00000
 236700.00

 80.000
 25.00000
 2000.00

 0181 6015000000-E TEMPORARY MU ACR 0182 6018000000-E SEED FOR TEM LB 0183 6021000000-E FERT FOR REP LB 3600.000 25.00000 2000.00
0201 6090000000-E SEED FOR REP LB 3600.000 1.59000 5724.00
0202 6093000000-E FERT FOR REP TON 9.000 810.00000 7290.00
0203 6096000000-E SEED FOR SUP LB 4475.000 1.75000 7831.25
0204 6108000000-E FERTILIZER T TON 134.000 650.00000 87100.00
0206 6114500000-N SPECIALIZED MHR 150.000 15.00000 2250.00
0207 6096000000-N SPECIALIZED MHR 150.000 15.00000 2250.00 0183 6021000000-E FERT FOR TEM TON 0207 6117000000-N RESPONSE FOR EA 200.000 10.00000 2000.00 0208 6123000000-E REFORESTATIO ACR 0.650 2200.00000 1430.00 0209 6126000000-E STREAMBANK R ACR 0.650 3200.00000 2080.00 0187 6036000000-E MATTING FOR SY 245000.000 1.34000 328300.00 0194 6071020000-E POLYACRYLAMI LB 6500.000 0.25000 1625.00 0190 6042000000-E 1/4" HARDWAR LF 4500.000 2.89000 13005.00 0193 6071012000-E COIR FIBER W LF 4300.000 6.87000 29541.00 \_\_\_\_\_ DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)

1,173,168.25 Committed
1,173.1 DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: DBE SUBCONTRACTOR: 4417 POZZOLANIC CONTRACTING & SUPPLY COMPANY, INC. Will Use Quote: Yes 0051 1044000000-E LIME TRTD SO SY 31650.000 2.95000 93367.50 0052 1066000000-E LIME FOR LIM TON 320.000 194.00000 62080.00 0058 1176000000-E SOIL CEMENT SY 47480.000 2.85000 135318.00 0059 1187000000-E PC FOR SOIL TON 1310.000 165.00000 216150.00 0060 1209000000-E ASPHALT CURI GAL 11870.000 4.50000 53415.00 DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 560,330.50 **Committed** DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) 560,330

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Check: AF303E71 Page 25

<GOAL MET>

Entered: 8.11% or 1733498.75 Required: 8.00% or 1709694.26

					i contract of the contract of		
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

	Contract Item Sheets For C203536									
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid				
			ROADWAY ITEMS							
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	1,050,000.00	1,050,000.00				
0002	0001000000-E	200	CLEARING & GRUBBING ACRE(S)	Lump Sum LS	829,700.00	829,700.00				
0003	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	3 ACR	1.00	3.00				
0004	0036000000-E	225	UNDERCUT EXCAVATION	500 CY	10.00	5,000.00				
0005	0134000000-E	240	DRAINAGE DITCH EXCAVATION	6,350 CY	4.00	25,400.00				
0006	0141000000-E	240	BERM DITCH CONSTRUCTION	1,830 LF	3.00	5,490.00				
0007	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	18,500 SY	4.00	74,000.00				
0008	0192000000-N	260	PROOF ROLLING	20 HR	100.00	2,000.00				
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	3,500 CY	35.00	122,500.00				
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	6,500 SY	1.75	11,375.00				
0011	0199000000-E	SP	TEMPORARY SHORING	2,640 SF	65.00	171,600.00				
0012	0225000000-E	SP	REINFORCED SOIL SLOPES	2,850 SY	30.00	85,500.00				
0013	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	2,649 TON	30.00	79,470.00				
0014	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	12,390 SY	3.00	37,170.00				
0015	0342000000-E	310	**" SIDE DRAIN PIPE (30")	696 LF	60.00	41,760.00				
0016	0342000000-E	310	**" SIDE DRAIN PIPE (36")	288 LF	65.00	18,720.00				
0017	0342000000-E	310	**" SIDE DRAIN PIPE (42")	12 LF	110.00	1,320.00				
0018	0343000000-E	310	15" SIDE DRAIN PIPE	3,912 LF	38.00	148,656.00				
0019	0344000000-E	310	18" SIDE DRAIN PIPE	1,192 LF	41.00	48,872.00				

Page: 2 of 15

	Contract Item Sheets For C203536								
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid			
0020	0345000000-E	310	24" SIDE DRAIN PIPE	1,740 LF	50.00	87,000.00			
0021	0348000000-E	310	**" SIDE DRAIN PIPE ELBOWS (15")	17 EA	250.00	4,250.00			
0022	0348000000-E	310	**" SIDE DRAIN PIPE ELBOWS (18")	4 EA	275.00	1,100.00			
0023	0348000000-E	310	**" SIDE DRAIN PIPE ELBOWS (24")	7 EA	400.00	2,800.00			
0024	0348000000-E	310	**" SIDE DRAIN PIPE ELBOWS (30")	4 EA	550.00	2,200.00			
0025	0348000000-E	310	**" SIDE DRAIN PIPE ELBOWS (36")	2 EA	600.00	1,200.00			
0026	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	1,060 LF	32.00	33,920.00			
0027	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	356 LF	36.00	12,816.00			
0028	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	788 LF	48.00	37,824.00			
0029	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	200 LF	60.00	12,000.00			
0030	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	248 LF	75.00	18,600.00			
0031	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	36 LF	100.00	3,600.00			
0032	0414000000-E	310	60" RC PIPE CULVERTS, CLASS III	40 LF	200.00	8,000.00			
0033	0420000000-E	310	66" RC PIPE CULVERTS, CLASS III	32 LF	255.00	8,160.00			
0034	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	5,180 LF	35.00	181,300.00			
0035	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	796 LF	39.00				
0036	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	108 LF	52.00	5,616.00			
0037	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	852 LF	65.00	55,380.00			

Page: 3 of 15

			Contract Item Sheets For	C203536		
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0038	0576000000-E	310	**" CS PIPE CULVERTS, *****" THICK (36", 0.079")	84 LF	105.00	8,820.00
0039	0576000000-E	310	**" CS PIPE CULVERTS, *****" THICK (42", 0.109")	28 LF	110.00	3,080.00
0040	0576000000-E	310	**" CS PIPE CULVERTS, *****" THICK (60", 0.138")	84 LF	190.00	15,960.00
0041	0576000000-E	310	**" CS PIPE CULVERTS, *****" THICK (84", 0.168")	196 LF	390.00	76,440.00
0042	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	 168 LF	35.00	5,880.00
0043	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	84 LF	43.00	3,612.00
0044	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	148 LF	50.00	7,400.00
0045	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	224 LF	68.00	15,232.00
0046	0636000000-E	310	**" CS PIPE ELBOWS, ****" THICK (15", 0.064")	4 EA	250.00	1,000.00
0047	0636000000-E	310	**" CS PIPE ELBOWS, *****" THICK (18", 0.064")	2 EA	280.00	560.00
0048	0995000000-E	340	PIPE REMOVAL	1,590 LF	10.00	15,900.00
0049	0996000000-N	350	PIPE CLEAN-OUT	5 EA	5,000.00	25,000.00
0050	1011000000-N	500	FINE GRADING	Lump Sum LS	410,000.00	410,000.00
0051	1044000000-E	501	LIME TREATED SOIL (SLURRY METHOD)	31,650 SY	3.00	94,950.00
0052	1066000000-E	501	LIME FOR LIME TREATED SOIL	320 TON	194.00	62,080.00
0053	1077000000-E	SP	#57 STONE	14 TON	80.00	1,120.00

Page: 4 of 15

			Contract Item Sheets For C20			
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0054	1099500000-E	505	SHALLOW UNDERCUT	1,500	7.00	10 500 00
0054	E	505	SHALLOW UNDERCUT	CY	7.00	10,500.00
0055	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	3,000 TON	23.00	69,000.00
0056	1110000000-E	510	STABILIZER AGGREGATE	500 TON	24.00	12,000.00
0057	1115000000-E	SP	GEOTEXTILE FOR PAVEMENT STA- BILIZATION	26,193 SY	3.00	78,579.00
0058	1176000000-E	542	SOIL CEMENT BASE	47,480 SY	2.90	137,692.00
0059	1187000000-E	542	PORTLAND CEMENT FOR SOIL CE- MENT BASE	1,310 TON	165.00	216,150.00
0060	1209000000-E	543	ASPHALT CURING SEAL	11,870 GAL	4.60	54,602.00
0061	1220000000-E	545	INCIDENTAL STONE BASE	500 TON	25.00	12,500.00
0062	1297000000-E	607	MILLING ASPHALT PAVEMENT, ***" DEPTH (3")	11,000 SY	4.00	44,000.00
0063	1330000000-E	607	INCIDENTAL MILLING	2,000 SY	7.50	15,000.00
0064	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	4,100 TON	47.50	194,750.00
0065	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	2,010 TON	47.50	95,475.00
0066	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	36,640 TON	47.50	1,740,400.00
0067	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	3,140 TON	47.50	149,150.00
0068	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	28,720 TON	47.50	1,364,200.00
0069	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON	180.00	90,000.00
0070	2022000000-E	815	SUBDRAIN EXCAVATION	336 CY	22.00	7,392.00
0071	2033000000-E	815	SUBDRAIN FINE AGGREGATE	168 CY	40.00	6,720.00

Page: 5 of 15

Amount	Unit Bid	Quantity	Contract Item Sheets For C2  Description	Sec	ItemNumber	Line
Bid	Price	Unit	Description	#	nemnumber	#
10,000.00	10.00	1,000 LF	6" PERFORATED SUBDRAIN PIPE	815	2044000000-E	0072
220.00	110.00	2 EA	SUBDRAIN PIPE OUTLET	815	2070000000-N	0073
240.00	20.00	12 LF	6" OUTLET PIPE	815	2077000000-E	0074
750.00	50.00	15 TON	BLOTTING SAND	818	2143000000-E	0075
28,500.00	1,500.00	19 EA	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	828	2190000000-N	0076
13,965.00	950.00	14.7 CY	ENDWALLS	838	2209000000-E	0077
39,710.00	1,100.00	36.1 CY	REINFORCED ENDWALLS	838	2220000000-E	0078
33,300.00	1,000.00	33.3 CY	PIPE COLLARS	840	2253000000-E	0079
1,000.00	2,500.00	0.4 CY	PIPE PLUGS	840	2264000000-E	0080
265,600.00	1,600.00	166 EA	MASONRY DRAINAGE STRUCTURES	840	2286000000-N	0081
33,210.00	1,350.00	24.6 CY	MASONRY DRAINAGE STRUCTURES	840	2297000000-E	0082
47,025.00	225.00	209 LF	MASONRY DRAINAGE STRUCTURES	840	2308000000-E	0083
5,535.00	615.00	9 EA	FRAME WITH TWO GRATES, STD 840.16	840	2364000000-N	0084
29,520.00	615.00	48 EA	FRAME WITH TWO GRATES, STD 840.20	840	2364200000-N	0085
31,980.00	615.00	52 EA	FRAME WITH TWO GRATES, STD 840.22	840	2365000000-N	0086
6,250.00	625.00	10 EA	FRAME WITH TWO GRATES, STD 840.24	840	2366000000-N	0087
6,150.00	615.00	10 EA	FRAME WITH TWO GRATES, STD 840.29	840	2367000000-N	0088
1,500.00	750.00	2 EA	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	840	2374000000-N	0089

Page: 6 of 15

	Contract Item Sheets For C203536							
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid		
0090	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	2 EA	750.00	1,500.00		
0091	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	4 EA	750.00	3,000.00		
0092	2396000000-N	840	FRAME WITH COVER, STD 840.54	32 EA	550.00	17,600.00		
0093	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	51 EA	775.00	39,525.00		
0094	2538000000-E	846	**'-**" CONCRETE CURB & GUTTER (2'-9")	37,350 LF	21.00	784,350.00		
0095	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,450 LF	19.00	27,550.00		
0096	2556000000-E	846	SHOULDER BERM GUTTER	3,690 LF	25.00	92,250.00		
0097	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	200 LF	26.00	5,200.00		
0098	2619000000-E	850	4" CONCRETE PAVED DITCH	300 SY	70.00	21,000.00		
0099	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	2,750 SY	60.00	165,000.00		
0100	2938000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX WITH MANHOLE	2 EA	1,500.00	3,000.00		
0101	3030000000-E	862		17,012.5 LF	13.50	229,668.75		
0102	3045000000-E		STEEL BM GUARDRAIL, SHOP CURVED	950 LF	14.75	14,012.50		
0103	3150000000-N		ADDITIONAL GUARDRAIL POSTS	10 EA	1.00	10.00		
0104	3165000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE *****************(350 TL-2)	2 EA	1,600.00	3,200.00		
0105	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	18 EA	500.00	9,000.00		
0106	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	25 EA	1,600.00	40,000.00		
0107	3360000000-E	863	REMOVE EXISTING GUARDRAIL	16,400 LF	1.00	16,400.00		

Page :	7 of 15

Line	ItemNumber	Sec	Description	Quantity	Unit Bid	Amount
#		#		Unit	Price	Bid
0108	3380000000-E	862	TEMPORARY STEEL BM GUARDRAIL	37.5 LF	10.00	375.00
 0109	3382000000-E	862	TEMPORARY STEEL BM GUARDRAIL (SHOP CURVED)	50 LF	10.00	500.00
 0110	3389100000-N	SP	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE 350	4 EA	1,600.00	6,400.00
0111	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	42,900 LF	1.95	83,655.00
0112	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	2,660 EA	15.50	41,230.00
0113	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	750 EA	18.50	13,875.00
0114	3557000000-E	866	ADDITIONAL BARBED WIRE	2,000 LF	0.30	600.00
0115	3575000000-E	SP	GENERIC FENCING ITEM TEMP 4 STRAND BARBED WIRE FENCE WITH POSTS	1,000 LF	3.00	3,000.00
0116	3628000000-E	876	RIP RAP, CLASS I	1,915 TON	32.50	62,237.50
0117	3635000000-E	876	RIP RAP, CLASS II	130 TON	32.00	4,160.00
0118	3649000000-E	876	RIP RAP, CLASS B	800 TON	32.00	25,600.00
0119	3651000000-E	SP	BOULDERS	30 TON	70.00	2,100.00
0120	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	4,630 SY	2.50	11,575.00
0121	3659000000-N	SP	PREFORMED SCOUR HOLES WITH LEVEL SPREADER APRON	5 EA	1,200.00	6,000.00
0122	4048000000-E	902	REINFORCED CONCRETE SIGN FOUN- DATIONS	3 CY	850.00	2,550.00
0123	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDA- TIONS	1 CY	500.00	500.00
0124	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	1,853 LB	4.45	8,245.85
0125	4066000000-E	903	SUPPORTS, SIMPLE STEEL BEAM	493 LB	4.45	2,193.85
0126	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	3,192 LF	5.00	15,960.00

Page: 8 of 15

	Contract Item Sheets For C203536							
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid		
0127	4096000000-N	904	SIGN ERECTION, TYPE D	5 EA	85.00	425.00		
0128	4102000000-N	904	SIGN ERECTION, TYPE E	102 EA	50.00	5,100.00		
0129	4108000000-N	904	SIGN ERECTION, TYPE F	32 EA	85.00	2,720.00		
0130	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	3 EA	350.00	1,050.00		
0131	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (B)	2 EA	290.15	580.30		
0132	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	8 EA	75.00	600.00		
0133	4152000000-N	907	DISPOSAL OF SIGN SYSTEM, STEEL BEAM	4 EA	500.00	2,000.00		
0134	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	61 EA	1.00	61.00		
0135	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	8 EA	1.00	8.00		
0136	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	6 EA	1.00	6.00		
0137	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,448 SF	4.25	6,154.00		
0138	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	432 SF	14.00	6,048.00		
0139	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	411 SF	5.00	2,055.00		
0140	4415000000-N	1115	FLASHING ARROW BOARD	2 EA	4,400.00	8,800.00		
0141	442000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	7,500.00			
0142	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60 DAY	40.00	2,400.00		
0143	443000000-N	1130	DRUMS	710 EA	42.00	29,820.00		
0144	4435000000-N	1135	CONES	100 EA	16.00	1,600.00		

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Amoun	Unit Bid	Quantity	Contract Item Sheets For C20  Description	Sec	ItemNumber	Line
Bio	Price	Unit		#		#
8,448.00	16.00	528 LF	BARRICADES (TYPE III)	1145	4445000000-E	0145
79,200.0	220.00	360 DAY	FLAGGER	1150	4455000000-N	0146
15,000.0	7,500.00	2 EA	TMA	1165	448000000-N	0147
3,000.00	30.00	100 EA	SKINNY DRUM	1180	4516000000-N	0148
1,500.00	50.00	30 EA	TUBULAR MARKERS (FIXED)	1266	4520000000-N	0149
11,882.6	5.05	2,353 EA	TEMPORARY RAISED PAVEMENT MARKERS	1251	4650000000-N	0150
2,080.8	2.55	816 LF	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	1205	4700000000-E	0151
2,996.20	7.10	422 LF	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	1205	4710000000-E	0152
1,644.00	137.00	12 EA	THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	1205	4721000000-E	0153
17,280.00	120.00	144 EA	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	1205	4725000000-E	0154
89,986.7	0.25	359,947 LF	PAINT PAVEMENT MARKING LINES (4")	1205	4810000000-E	0155
1,038.00	1.00	1,038 LF	PAINT PAVEMENT MARKING LINES (8")	1205	4820000000-E	0156
4,848.00	3.00	1,616 LF	PAINT PAVEMENT MARKING LINES (24")	1205	4835000000-E	0157
1,464.00	61.00	24 EA	PAINT PAVEMENT MARKING CHARAC- TER	1205	484000000-N	0158
11,648.0	56.00	208 EA	PAINT PAVEMENT MARKING SYMBOL	1205	4845000000-N	0159
88,176.00	1.00	88,176 LF	POLYUREA PAVEMENT MARKING LINES (4", **********) (HIGHLY REFLECTIVE ELEMENTS)	1205	4847000000-E	0160
5,945.9	1.85	3,214 LF	POLYUREA PAVEMENT MARKING LINES (8", *********) (HIGHLY REFLECTIVE ELEMENTS)	1205	4847110000-E	0161

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	Contract Item Sheets For C203536							
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid		
0162	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	80,458 LF	0.75	60,343.50		
0163	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	313 LF	2.00	626.00		
0164	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	216 LF	4.00	864.00		
0165	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	43 EA	61.00	2,623.00		
0166	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	383 EA	30.30	11,604.90		
0167	5325600000-E	1510	6" WATER LINE	694 LF	79.00	54,826.00		
0168	5589200000-E	1515	2" AIR RELEASE VALVE	1 EA	5,000.00	5,000.00		
0169	5691300000-E	1520	8" SANITARY GRAVITY SEWER	1,806 LF	75.00	135,450.00		
0170	5709200000-E	1520	4" FORCE MAIN SEWER	295 LF	50.00	14,750.00		
0171	5775000000-E	1525	4' DIA UTILITY MANHOLE	8 EA	7,000.00	56,000.00		
0172	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	52 LF	500.00	26,000.00		
0173	5816000000-N	1530	ABANDON UTILITY MANHOLE	6 EA	2,000.00	12,000.00		
0174	5835700000-E	1540	16" ENCASEMENT PIPE	139 LF	250.00	34,750.00		
0175	5871900000-E	1550	TRENCHLESS INSTALLATION OF 16" IN SOIL	39 LF	200.00	7,800.00		
0176	5871910000-E	1550	TRENCHLESS INSTALLATION OF 16" NOT IN SOIL	39 LF	250.00	9,750.00		
0177	6000000000-E	1605	TEMPORARY SILT FENCE	64,500 LF	1.50	96,750.00		
0178	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	2,475 TON	31.00	76,725.00		
0179	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	10,000 TON	31.00	310,000.00		
0180	6012000000-E	1610	SEDIMENT CONTROL STONE	6,475 TON	29.00	187,775.00		

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Line	ItemNumber		Contract Item Sheets For C2		TI:4 D: J	Amaunt
Line #	itemnumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0181	6015000000-E	1615	TEMPORARY MULCHING	300 ACR	600.00	180,000.00
0182	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	135,000 LB	1.56	210,600.00
0183	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	68 TON	819.00	55,692.00
0184	6024000000-E	1622	TEMPORARY SLOPE DRAINS	4,500 LF	12.00	54,000.00
0185	6029000000-E	SP	SAFETY FENCE	6,500 LF	2.00	13,000.00
0186	6030000000-E	1630	SILT EXCAVATION	30,340 CY	4.00	121,360.00
0187	6036000000-E	1631	MATTING FOR EROSION CONTROL	290,000 SY	1.39	403,100.00
0188	6037000000-E	SP	COIR FIBER MAT	1,975 SY	4.65	9,183.75
0189	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	4,770 SY	4.10	19,557.00
0190	6042000000-E	1632	1/4" HARDWARE CLOTH	9,100 LF	4.15	37,765.00
0191	6045000000-E	SP	**" TEMPORARY PIPE (12")	110 LF	25.00	2,750.00
0192	6069000000-E	1638	STILLING BASINS	80 CY	220.00	17,600.00
0193	6071012000-E	SP	COIR FIBER WATTLE	8,600 LF	7.35	63,210.00
0194	6071020000-E	SP	POLYACRYLAMIDE (PAM)	8,500 LB	3.50	29,750.00
0195	6071030000-E	1640	COIR FIBER BAFFLE	4,800 LF	4.05	19,440.00
0196	6071050000-E	SP	**" SKIMMER (1-1/2")	2 EA	750.00	1,500.00
 0197	6071050000-E	SP	**" SKIMMER (2")	3 EA	800.00	2,400.00
 0198	6071050000-E	SP	**" SKIMMER (2-1/2")	1 EA	1,000.00	1,000.00
0199	6084000000-E	1660	SEEDING & MULCHING	180 ACR	1,315.00	236,700.00

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		Contract Item Sheets For C203536							
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid			
0200	6087000000-E	1660	MOWING	80 ACR	25.00	2,000.00			
0201	6090000000-E	1661	SEED FOR REPAIR SEEDING	3,600 LB	1.60	5,760.00			
0202	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	9 TON	810.00	7,290.00			
0203	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	4,475 LB	1.75	7,831.25			
0204	6108000000-E	1665	FERTILIZER TOPDRESSING	134 TON	650.00	87,100.00			
0205	6111000000-E	SP	IMPERVIOUS DIKE	250 LF	110.00	27,500.00			
0206	6114500000-N	1667	SPECIALIZED HAND MOWING	150 MHR	15.00	2,250.00			
0207	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	200 EA	10.00	2,000.00			
0208	6123000000-E	1670	REFORESTATION	0.65 ACR	2,200.00	1,430.00			
0209	6126000000-E	SP	STREAMBANK REFORESTATION	0.65 ACR	3,200.00	2,080.00			
0210	7060000000-E	1705	SIGNAL CABLE	4,210 LF	2.10	8,841.00			
0211	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	16 EA	750.00	12,000.00			
0212	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4 EA	900.00	3,600.00			
0213	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	8 EA	1,050.00	8,400.00			
0214	7264000000-E	1710	MESSENGER CABLE (3/8")	1,380 LF	3.00	4,140.00			
0215	7300000000-E	1715	UNPAVED TRENCHING (********) (1, 2")	1,340 LF	6.00	8,040.00			
0216	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	15 EA	260.00	3,900.00			
0217	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEA- VY DUTY)	1 EA	450.00	450.00			
0218	7360000000-N	1720	WOOD POLE	4 EA	800.00	3,200.00			
0219	7372000000-N	1721	GUY ASSEMBLY	8 EA	300.00	2,400.00			

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Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0220	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1 EA	300.00	300.00
0221	7420000000-E	1722	2" RISER WITH WEATHERHEAD	2 EA	400.00	800.00
0222	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	2,340 LF	6.50	15,210.00
0223	7456000000-E	1726	LEAD-IN CABLE (************) (14-2)	6,820 LF	1.50	10,230.00
0224	7481000000-N	SP	SITE SURVEY	1 EA	250.00	250.00
0225	7481200000-N	SP	LUMINAIRE ARM FOR VIDEO SYSTEM	4 EA	400.00	1,600.00
0226	7481240000-N	SP	CAMERA WITHOUT INTERNAL LOOP EMULATOR PROCESSING UNIT	4 EA	3,500.00	14,000.00
0227	7481260000-N	SP	EXTERNAL LOOP EMULATOR PRO- CESSING UNIT	1 EA	5,750.00	5,750.00
0228	7576000000-N	SP	METAL STRAIN SIGNAL POLE	4 EA	5,850.00	23,400.00
0229	7613000000-N	SP	SOIL TEST	4 EA	900.00	3,600.00
0230	7614100000-E	SP	DRILLED PIER FOUNDATION	32 CY	500.00	16,000.00
0231	7636000000-N	1745	SIGN FOR SIGNALS	5 EA	300.00	1,500.00
0232	7684000000-N	1750	SIGNAL CABINET FOUNDATION	1 EA	1,000.00	1,000.00
0233	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	1 EA	10,750.00	10,750.00
0234	7780000000-N	1751	DETECTOR CARD (TYPE 2070L)	11 EA	100.00	1,100.00
0235	7901000000-N	1753	CABINET BASE EXTENDER	1 EA	450.00	450.00

	******* BEGIN SCHEDULE AA *******  ******* (2 ALTERNATES) *******							
0236 <b>AA1</b>	0022000000-E	225	UNCLASSIFIED EXCAVATION	514,000 CY	4.25	2,184,500.00		
0237 <b>AA1</b>	1121000000-E	520	AGGREGATE BASE COURSE	39,830 TON	17.50	697,025.00		
0238 <b>AA1</b>	1231000000-E	560	SHOULDER BORROW	10,200 CY	5.00	51,000.00		

Mar 04, 2015 12:48 pm

# North Carolina Department Of Transportation Contract Item Sheets For C203536

Page: 14 of 15

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0239	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE	19,920	47.50	946,200.00
AA1			B25.0C	TON		
0240 <b>AA1</b>	1575000000-E	0-E 620 ASPHALT BINDER FOR PLANT MIX		4,800 TON	678.00	3,254,400.00
			*** OR ***			
0241 <b>AA2</b>	0022000000-E	225	UNCLASSIFIED EXCAVATION	505,400 CY		
0242 <b>AA2</b>	1121000000-E	520	AGGREGATE BASE COURSE	50 TON		
0243 <b>AA2</b>	1231000000-E	560	SHOULDER BORROW	4,500 CY		
0244 <b>AA2</b>	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	34,210 TON		
0245 <b>AA2</b>	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	5,430 TON		
			***** END SCHEDULE AA **	***		

Mar 04, 2015 12:48 pm

# North Carolina Department Of Transportation Contract Item Sheets For C203536

Page: 15 of 15

\$21,371,178.20

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0246	8126000000-N	414	CULVERT EXCAVATION, STA *****	Lump Sum	35,500.00	35,500.00
0240	8120000000-N	414	(660+64.00-L-)	LS	33,300.00	33,300.00
0247	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	177 TON	50.00	8,850.00
0248	8196000000-E	420	CLASS A CONCRETE (CULVERT)	392.7 500.00 CY		196,350.00
0249	8245000000-E	425	REINFORCING STEEL (CULVERT)	43,845 LB	1.15	50,421.75

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

1248/Mar04/Q2778298.1/D884223532000/E249

(	2203536
Contract No	
County ASHE	

Rev. 5-19-11

### 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 CONTRACTOR

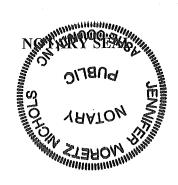
James R. Vannoy & Sons Construction Company, Inc.

Full name of Corporation

PO Box 635 Jefferson, NC 28640	
Add	lress as Prequalified
Attest	By Jan M. Vung
Secretary Assistant Secretary	President/Vice President/Assistant Vice President
Select appropriate title	V Select appropriate title
James B. Maloney	James M. Vannoy
Print or type Signer's name	Print or type Signer's name
	CORPORATE SEAL

#### AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before	ore me this the
3rd day of March	<u>2015</u> .
Sumbe Minul 1 Signature of Notary	Dichols Public
of Ashe	County
State of	West Address on the State of th
My Commission Expires: 2/4	/2016



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Rev	<b>^-</b>	19	1 1

Contract No.	C203536
County Ash	е

#### 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.	C203536
County Ash	е

#### **DEBARMENT CERTIFICATION**

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

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

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

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

Check here if an explanation is attached to this certificant		Check here if an	explanation	is attached	to this	certificatio
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**Contract No.** C203536 **County (ies): Ashe** ACCEPTED BY THE DEPARTMENT OF TRANSPORTATION Contract Officer 3/9/2015 Date **Execution of Contract and Bonds** Approved as to Form: —Docusigned by: Justin Hampton Attorney General

3/9/2015 Date

C203536	
AOUE	

Contract No. County

Rev 5-17-11

#### CONTRACT PAYMENT BOND

March 3, 2015		
James R. Vannoy & Sons Construction Company, Inc.		
Travelers Casualty & Surety Co of America		
North Carolina Department of Transportation		
Raleigh, North Carolina		
\$21,371,178.20		
C203536		
Ashe		

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

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

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

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

Contract No.

ASHE

### CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Travelers Casualty & Surety Co of America

Print or type Surety Company Name

By Lewis W Shepherd

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Pact

Signature of Witness

Jennifer M Nichols

Print or type Signer's name

PO Box 390 West Jefferson NC 28694

Address of Attorney-in-Fact

Contract No. County

ASHE

### CONTRACT PAYMENT BOND

#### **CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

James R. Vannoy & Sons Construction Company, Inc.

Full name of Corporation

PO Box 635 Jefferson NC 28640

Address as prequalified

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

James M. Vannoy

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary-

James B. Maloney

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.

214726

Certificate No.

005498018

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

Christopher V. Miller, David C. Miller, and Lewis W. Shepherd

of the City of	West Jeffers	son	, State o	of North	h Carolina	, t	heir true and lawf	ul Attorney(s)-in-Fact,
other writings ob	oligatory in the na		alf of the Compar	nies in their busines	cknowledge any a ss of guaranteeing	nd all bonds, reco	ersons, guaranteei	onal undertakings and ng the performance of
contracts and exe	cuting of guarant	tering bonds and unc	ierraknigs require	d of permitted in an	ly actions of proce	edings allowed b	y law.	
IN WITNESS W	WHEREOF, the C	Companies have caus 2013	ed this instrumen	t to be signed and t	heir corporate sea	ls to be hereto aff	ixed, this	20th
day or								
		Farmington Casua Fidelity and Guar Fidelity and Guar St. Paul Fire and 1	anty Insurance ( anty Insurance (	Inderwriters, Inc.	Trav Trav	elers Casualty a elers Casualty a	urance Company nd Surety Compa nd Surety Compa y and Guaranty (	ny ny of America
		St. Paul Guardian	Insurance Com	pany		•	•	• •
(1982) (1982) (1982) (1982) (1982) (1982) (1982) (1982) (1982)	1977	INCORPORATED TO 1951	THE GANCE	SEAL S	SEAL S	HARTFORD, CONN.	HARTFORD S	HICOCOGNIED EN 1898
State of Connects					Ву:	Sobert L. Rane	y, Senior Vice Presid	lent
be the Senior Vic Fire and Marine Casualty and Sur	e President of Far Insurance Compa rety Company of A	ny, St. Paul Guardia	n Insurance Comp l States Fidelity a	and Guaranty Insur pany, St. Paul Merc nd Guaranty Comp	ance Company, Fi ury Insurance Con any, and that he, a	idelity and Guarar npany, Travelers as such, being aut	nty Insurance Unde Casualty and Sure	knowledged himself to erwriters, Inc., St. Paul ty Company, Travelers executed the foregoing
		et my hand and offic lay of June. 2016.	cial seal.	TET RETAIN		Man	is C. J	theault

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.

020000	
HOILE	

#### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution:

Name of Principal Contractor:

Name of Surety:

Name of Contracting Body:

Amount of Bond:

Contract ID No.:

March 3, 2015

James R. Vannoy & Sons Construction Company, Inc.

Travelers Casualty & Surety Co of America

North Carolina Department of Transportation

Raleigh, North Carolina

\$21,371,178.20

C203536

Ashe

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.

	C203536	
Contract No.		
County	Asho	

#### CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Travelers Casualty & Surety Co of America

Print or type Surety Company Name

By Lewis W Shepherd

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Jennifer M Nichols

Print or type Signer's name

PO Box 390 West Jefferson NC 28694

Address of Attorney-in-Fact

#### CONTRACT PERFORMANCE BOND

#### **CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

James R. Vannoy & Sons Construction Company, Inc.

Full name of Corporation

PO Box 635 Jefferson NC 28640

Address as prequalified

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

James M. Vannoy

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary

Select appropriate title

James B. Maloney

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.

214726

Certificate No. 005498019

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

Christopher V. Miller, David C. Miller, and Lewis W. Shepherd

of the City of	West Jeffers	on	, State o	of Nort	h Carolina	f	heir true and lawfi	ul Attorney(s)-in-Fact,
						ب , ر and all bonds, reco	ognizances, conditi	onal undertakings and
other writings ob	oligatory in the nat	ture thereof on beha	alf of the Compar	nies in their busine	ss of guaranteein	g the fidelity of p	ersons, guaranteeii	ng the performance of
contracts and exe	cuting or guarante	eing bonds and und	lertakings required	d or permitted in a	ny actions or proc	eedings allowed b	y law.	
				1"	12			
								204
in witness we day ofMay	WHEREOF, the Co	ompanies have caus 	ed this instrumen	t to be signed and t	heir corporate sea	ls to be hereto aff	ixed, this	20th
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					
1982 1982 1982 1982 1982	1977)	WCORPORATED STATES	THE GALLES	SEAL S	SEAL S	HARTFORN, CONN.	HARTORD CONN.	SELTY AND COLOR OF THE SELECT AND ANNOUNCE OF THE SELECT AND THE SELECT AND T
State of Connect City of Hartford					Ву:	Robert L. Rand	y, Senior Vice Presid	ent
be the Senior Vic Fire and Marine Casualty and Sur	e President of Farr Insurance Compar ety Company of A	y, St. Paul Guardia	n Insurance Comp States Fidelity a	and Guaranty Insu pany, St. Paul Merc nd Guaranty Comp	cance Company, Foury Insurance Company, and that he,	idelity and Guarar mpany, Travelers o as such, being aut	nty Insurance Unde Casualty and Suret	knowledged himself to brwriters, Inc., St. Paul ty Company, Travelers executed the foregoing
	reof, I hereunto se expires the 30th d	t my hand and offic ay of June, 2016.	ial seal.	TETRE LA TANA		Man	ic C. J	theoult tary Public

58440-8-12 Printed in U.S.A.

#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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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 3rd day of March

















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.