

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

C203564

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C203564

WBS 42270.3.FR1 BRSTP-0301(25)

T.I.P NO. B-5124

COUNTY OF NASH  
THIS IS THE ROADWAY & STRUCTURE CONTRACT  
ROUTE NUMBER US 301 LENGTH 1.321 MILES  
LOCATION REPLACE BRIDGES 85, 141, AND 151 OVER SWIFT CREEK ON US-301.

CONTRACTOR PALMETTO INFRASTRUCTURE INC  
ADDRESS 3620 PELHAM RD PMB 349  
GREENVILLE, SC 29615

BIDS OPENED APRIL 21, 2015  
CONTRACT EXECUTION 5/13/2015

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

PROPOSAL

**Includes Addendum No. 1 Dated April 10th, 2015**

DATE AND TIME OF BID OPENING: **APRIL 21, 2015 AT 2:00 PM**

CONTRACT ID C203564  
WBS 42270.3.FR1

FEDERAL-AID NO. BRSTP-0301(25)  
COUNTY NASH  
T.I.P. NO. B-5124  
MILES 1.321  
ROUTE NO. US 301  
LOCATION REPLACE BRIDGES 85, 141, AND 151 OVER SWIFT CREEK ON US-301.

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

**NOTICE:**

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

**BIDS WILL BE RECEIVED AS SHOWN BELOW:**

**THIS IS A ROADWAY & STRUCTURE PROPOSAL**

**5% BID BOND OR BID DEPOSIT REQUIRED**

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**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C203564 IN NASH 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. C203564; 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. C203564 in Nash County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 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.

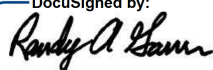
The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

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:  
  
A7079FC32A09478...

4/10/2015

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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 **June 1, 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 **November 10, 2016**.

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 **June 1, 2015**.

The completion date for this intermediate contract time is **May 15, 2016**.

The liquidated damages for this intermediate contract time are **One Thousand Five Hundred Dollars (\$ 1,500.00)** 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 INCENTIVE DISINCENTIVE:**

(3-27-07)

SPI 1-6A(Rev)

The Contractor shall complete the work required of **Steps 1 thru 3 described on TMP-1B as shown in the plans** and shall place and maintain traffic on same.

The date of availability for this Intermediate Contract Time is **June 1, 2015**.

The completion date for this Intermediate Contract Time is **December 31, 2015**.

It is mutually agreed that time is of the essence in completing Intermediate Contract Time Number 2 and placing and maintaining traffic on same. It is mutually agreed that a delay in completing this work will result in damage due to increased engineering and inspection costs to the Department of Transportation, great hardship to the general public, public inconvenience, obstruction of traffic, interference with business, and increased cost of maintaining traffic.

By reason of the necessity of expeditious completion of the work included in Intermediate Contract Time 2, and placing and maintaining traffic on same, it is mutually agreed, the Contractor shall receive an incentive payment of **Two Thousand Five Hundred Dollars (\$2,500.00)** per calendar day for each day prior to **December 31, 2015** that this work is completed. No incentive payment shall be allowed for any calendar day after

**December 31, 2015** that this work remains incomplete. This date shall be utilized in determining incentive payments and shall not be revised for any reason whatsoever. Incentive payment determined to be due the Contractor, shall be paid by the Department within forty-five (45) calendar days after completion of all the work included in this Intermediate Contract Time. No incentive payment shall be allowed if the contract is terminated under the provisions of Article 108-13 of the *Standard Specifications*. The Department desires Intermediate Contract Time Number 2 be completed and that the Contractor pursue the work with such labor, equipment and materials as necessary to ensure that the intermediate date will be met without regard to time extensions and time reliefs provided for in the *Standard Specifications*.

Disincentive of **Two Thousand Five Hundred Dollars (\$2,500.00)** per calendar day shall be assessed the Contractor for each day beyond the Intermediate Contract Time that the work is not completed.

**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(Rev)

No in-water work will be allowed at Swift Creek from February 15 through June 15 of any year.

This moratorium does NOT apply to Swift Creek Swamp for Culvert No. 70 and Bridge No. 85. This moratorium does NOT apply to Lane Swamp for Culvert No 161.

**MAJOR CONTRACT ITEMS:**

(2-19-02)

104

SP1 G28

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

| Line # | Description                                    |
|--------|------------------------------------------------|
| 21     | #57 Stone                                      |
| 122    | 3'-0" x 1'-9" Prestressed Concrete Cored Slabs |
| 123    | 3'-0" x 2'-0" Prestressed Concrete Cored Slabs |

**SPECIALTY ITEMS:**

(7-1-95)(Rev. 1-17-12)

108-6

SP1 G37

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

| <b>Line #</b> | <b>Description</b>          |
|---------------|-----------------------------|
| 38 - 42       | Guardrail                   |
| 46 - 52       | Signing                     |
| 63 - 65       | Long-Life Pavement Markings |
| 67            | Permanent Pavement Markers  |
| 68 - 95       | Erosion Control             |
| 96            | Reforestation               |

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 2-18-14)

109-8

SP1 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 \$ **2.1882** 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:

| <b>Description</b>                              | <b>Units</b> | <b>Fuel Usage<br/>Factor Diesel</b> |
|-------------------------------------------------|--------------|-------------------------------------|
| 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

SP1 G58

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

|      |                     |           |                       |
|------|---------------------|-----------|-----------------------|
| 2015 | (7/01/14 - 6/30/15) | <b>13</b> | % of Total Amount Bid |
| 2016 | (7/01/15 - 6/30/16) | <b>87</b> | % 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 not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

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

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

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

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

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

*Manufacturer* - A firm that 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%20Forms/Joint%20Check%20Notification%20Form.pdf>

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

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

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

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

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

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

### **DBE 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 all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered



committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of 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](mailto: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 not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

**(D) Joint Venture**

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

**(E) Suppliers**

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

(F) Manufacturers and Regular Dealers

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

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**Commercially Useful Function**

(A) DBE Utilization

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

(B) DBE Utilization in Trucking

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

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

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

### **DBE Replacement**

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



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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall

take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

**Reporting Disadvantaged Business Enterprise Participation**

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

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

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

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

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

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

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

(A) Electronic Bids Reporting

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

(B) Paper Bids Reporting

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

**Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

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

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

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

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

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

(11-22-94)

108-5

SP1 G100

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

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

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

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 D

Subsurface information is available on the roadway and structure portions of this project.

**LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

105

SP1 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

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

**MAINTENANCE OF THE PROJECT:**

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

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

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

of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

**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)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

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

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

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

(1-16-07) (Rev 9-18-12)

105-16, 225-2, 16

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 [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) to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources

or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

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

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

**EMPLOYMENT:**

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 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

SP1 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 II:**

(9-17-02) (Rev. 1-17-12)

200

SP2 R02A

Perform clearing on this project to the limits established by Method “II” shown on Standard Drawing No. 200.02 of the *2012 Roadway Standard Drawings*.

**SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02)

235, 560

SP2 R45 A

**Description**

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

**Measurement and Payment**

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2012 Standard Specifications* for *Borrow Excavation*.

**PIPE INSTALLATION:**

(11-20-12)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

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

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

**BRIDGE APPROACH FILLS:**

(10-19-10) (Rev. 1-17-12)

422

SP4 R02

**Description**

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



**Materials**

Refer to Division 10 of the *2012 Standard Specifications*.

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

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

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

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

**Construction Methods**

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

For reinforced bridge approach fills, place geotextile reinforcement within 3" of locations shown in Standard Drawing No. 422.10 of the *2012 Roadway Standard Drawings* and in slight tension free of kinks, folds, wrinkles or creases. Install geotextile reinforcement with the orientation, dimensions and number of layers shown in Standard Drawing No. 422.10 of the *2012 Roadway Standard Drawings*. Place first layer of geotextile reinforcement directly on geomembranes with no void or material in between. Install geotextile reinforcement with the machine direction (MD) parallel to the roadway centerline. The MD is the direction of the length or long dimension of the geotextile roll. Do not splice or overlap geotextile reinforcement in the MD so

seams are perpendicular to the roadway centerline. Wrap geotextile reinforcement at end bent cap back and wing walls as shown in Standard Drawing No. 422.10 of the *2012 Roadway Standard Drawings* and directed by the Engineer. Extend geotextile reinforcement at least 4 ft back behind end bent cap back and wing walls into select material.

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

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

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

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

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

### **Measurement and Payment**

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

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

Payment will be made under:

**Pay Item**

Reinforced Bridge Approach Fill, Station \_\_\_\_  
 Bridge Approach Fill - Sub Regional Tier, Station \_\_\_\_

**Pay Unit**

Lump Sum  
 Lump Sum

**ASPHALT PAVEMENTS - SUPERPAVE:**

(6-19-12) (Rev. 4-21-15)

605, 609, 610, 650

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.

| <b>TABLE 605-1<br/>APPLICATION RATES FOR TACK COAT</b> |                             |
|--------------------------------------------------------|-----------------------------|
| <b>Existing Surface</b>                                | <b>Target Rate (gal/sy)</b> |
|                                                        | <b>Emulsified Asphalt</b>   |
| New Asphalt                                            | 0.04 ± 0.01                 |
| Oxidized or Milled Asphalt                             | 0.06 ± 0.01                 |
| Concrete                                               | 0.08 ± 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.

| <b>TABLE 605-2<br/>APPLICATION TEMPERATURE FOR TACK COAT</b> |                          |
|--------------------------------------------------------------|--------------------------|
| <b>Asphalt Material</b>                                      | <b>Temperature Range</b> |
| 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%20Mix%20Asphalt%20Approved%20List.pdf>**

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

| <b>TABLE 610-1<br/>DESIGN MIXING TEMPERATURE AT THE ASPHALT PLANT<sup>A</sup></b> |                                |                                      |
|-----------------------------------------------------------------------------------|--------------------------------|--------------------------------------|
| <b>Binder Grade</b>                                                               | <b>HMA<br/>JMF Temperature</b> | <b>WMA<br/>JMF Temperature Range</b> |
| 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:

| <b>TABLE 610-5<br/>PLACEMENT TEMPERATURES FOR ASPHALT</b> |                                            |
|-----------------------------------------------------------|--------------------------------------------|
| <b>Asphalt Concrete Mix Type</b>                          | <b>Minimum Surface and Air Temperature</b> |
| 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:

| <b>TABLE 650-1<br/>OGAFC GRADATION CRITERIA</b> |                  |                           |                           |
|-------------------------------------------------|------------------|---------------------------|---------------------------|
| <i>Sieve Size (mm)</i>                          | <i>Type FC-1</i> | <i>Type FC-1 Modified</i> | <i>Type FC-2 Modified</i> |
| 19.0                                            | -                | -                         | 100                       |
| 12.5                                            | 100              | 100                       | <b>80 - 100</b>           |
| 9.50                                            | 75 - 100         | 75 - 100                  | 55 - <b>80</b>            |
| 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                 |

**ASPHALT PAVER - FIXED STRING LINE:**

(10-21-03) (Rev. 1-17-12)

610

SP6 R06A

A fixed string line is required on this project.

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

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

609

SP6 R15

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

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

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

**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 **\$ 540.77** per ton.

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

**FINAL SURFACE TESTING NOT REQUIRED:**

(5-18-04) (Rev. 5-15-12)

610

SP6 R45

Final surface testing is not required on this project.

**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:

| <b>Pay Item</b>                  | <b>Pay Unit</b> |
|----------------------------------|-----------------|
| Guardrail Anchor Units, Type 350 | Each            |

### **STREET SIGNS AND MARKERS AND ROUTE MARKERS:**

(7-1-95)

900

SP9 R02

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

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

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

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

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

**MATERIALS:**

(2-21-12) (Rev. 4-21-15)

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:

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

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:

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

| <b>Item</b>            | <b>Section</b> |
|------------------------|----------------|
| Type IL Blended Cement | 1024-1         |

**Page 10-1, Subarticle 1000-3(A), Composition and Design, lines 25-27**, replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced.

**Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21,** delete the third paragraph through the sixth paragraph beginning with “If any change is made to the mix design, submit...” through “...(applies to a decrease only).”

**Page 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2,** replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.

**Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO,** delete the table.

**Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31,** delete the second sentence of the third paragraph.

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

| TABLE 1005-1<br>AGGREGATE GRADATION - COARSE AGGREGATE |     |        |        |        |        |        |        |       |       |      |       |                   |                                                            |
|--------------------------------------------------------|-----|--------|--------|--------|--------|--------|--------|-------|-------|------|-------|-------------------|------------------------------------------------------------|
| Percentage of Total by Weight Passing                  |     |        |        |        |        |        |        |       |       |      |       |                   |                                                            |
| Std. Size #                                            | 2"  | 1 1/2" | 1"     | 3/4"   | 1/2"   | 3/8"   | #4     | #8    | #10   | #16  | #40   | #200              | Remarks                                                    |
| 4                                                      | 100 | 90-100 | 20-55  | 0-15   | -      | 0-5    | -      | -     | -     | -    | -     | A                 | Asphalt Plant Mix                                          |
| 46/7M                                                  | 100 | 95-100 | -      | 35-70  | -      | 0-30   | 0-5    | -     | -     | -    | -     | A                 | Asphalt Plant Mix                                          |
| 5                                                      | -   | 100    | 90-100 | 20-55  | 0-10   | 0-5    | -      | -     | -     | -    | -     | A                 | AST, Sediment Control Stone                                |
| 57                                                     | -   | 100    | 95-100 | -      | 25-60  | -      | 0-10   | 0-5   | -     | -    | -     | A                 | AST, Str. Concrete, Shoulder Drain, Sediment Control Stone |
| 57M                                                    | -   | 100    | 95-100 | -      | 25-45  | -      | 0-10   | 0-5   | -     | -    | -     | A                 | AST, Concrete Pavement                                     |
| 6M                                                     | -   | -      | 100    | 90-100 | 20-55  | 0-20   | 0-8    | -     | -     | -    | -     | A                 | AST                                                        |
| 67                                                     | -   | -      | 100    | 90-100 | -      | 20-55  | 0-10   | 0-5   | -     | -    | -     | A                 | AST, Str. Concrete, Asphalt Plant Mix                      |
| 78M                                                    | -   | -      | -      | 100    | 98-100 | 75-100 | 20-45  | 0-15  | -     | -    | -     | A                 | Asphalt Plant Mix, AST, Str. Conc. Weep Hole Drains        |
| 14M                                                    | -   | -      | -      | -      | -      | 100    | 35-70  | 5-20  | -     | 0-8  | -     | A                 | Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete    |
| 9                                                      | -   | -      | -      | -      | -      | 100    | 85-100 | 10-40 | -     | 0-10 | -     | A                 | AST                                                        |
| ABC                                                    | -   | 100    | 75-97  | -      | 55-80  | -      | 35-55  | -     | 25-45 | -    | 14-30 | 4-12 <sup>B</sup> | Aggregate Base Course, Aggregate Stabilization             |
| ABC (M)                                                | -   | 100    | 75-100 | -      | 45-79  | -      | 20-40  | -     | 0-25  | -    | -     | 0-12 <sup>B</sup> | Maintenance Stabilization                                  |
| Light-C weight                                         | -   | -      | -      | -      | 100    | 80-100 | 5-40   | 0-20  | -     | 0-10 | -     | 0-2.5             | AST                                                        |

- A. See Subarticle 1005-4(A).
- B. See Subarticle 1005-4(B).
- C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

**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 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE,** replace with the following:

| <b>TABLE 1024-1<br/>POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE</b> |                                                                                                                    |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>Pozzolan</b>                                                       | <b>Rate</b>                                                                                                        |
| Class F Fly Ash                                                       | 20% - <b>30%</b> by weight of required cement content with <b>1.0</b> lb Class F fly ash per lb of cement replaced |
| Ground Granulated Blast Furnace Slag                                  | 35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced                            |
| Microsilica                                                           | 4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced                       |

**Page 10-47, Subarticle 1024-3(B), Approved Sources, lines 16-18,** replace the second sentence of the second paragraph with the following:

Tests shall be performed by AASHTO's designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

**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:

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

**A.** MARV does not apply to elongation

**B.** Minimum roll width of 36" required

**C.** Minimum roll width of 13 ft required

**D.** AASHTO M 288

**E.** US Sieve No. per AASHTO M 92

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

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

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

| <b>TABLE 1078-1<br/>REQUIREMENTS FOR CONCRETE</b> |                                                                         |                                                                                  |
|---------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Property</b>                                   | <b>28 Day Design<br/>Compressive<br/>Strength<br/>6,000 psi or less</b> | <b>28 Day Design<br/>Compressive<br/>Strength<br/>greater than<br/>6,000 psi</b> |
| 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<br>PROPERTIES OF MIXED EPOXY RESIN SYSTEMS  |              |         |        |              |         |         |        |
|----------------------------------------------------------|--------------|---------|--------|--------------|---------|---------|--------|
| Property                                                 | Type 1       | Type 2  | Type 3 | Type 3A      | Type 4A | Type 4B | Type 5 |
| Viscosity-Poises at 77°F ± 2°F                           | Gel          | 10-30   | 25-75  | Gel          | 40-150  | 40-150  | 1-6    |
| Spindle No.                                              | -            | 3       | 4      | --           | 4       | 4       | 2      |
| Speed (RPM)                                              | -            | 20      | 20     | --           | 10      | 10      | 50     |
| Pot Life (Minutes)                                       | 20-50        | 30-60   | 20-50  | 5-50         | 40-80   | 40-80   | 20-60  |
| Minimum Tensile Strength at 7 days (psi)                 | 1,500        | 2,000   | 4,000  | 4,000        | 1,500   | 1,500   | 4,000  |
| Tensile Elongation at 7 days (%)                         | 30 min.      | 30 min. | 2-5    | 2-5          | 5-15    | 5-15    | 2-5    |
| Min. Compressive Strength of 2" mortar cubes at 24 hours | 3,000 (Neat) | 4,000-  | 6,000- | 6,000 (Neat) | 3,000   | 3,000   | 6,000  |
| Min. Compressive Strength of 2" mortar cubes at 7 days   | 5,000 (Neat) | -       | -      | -            | -       | 5,000   | -      |
| 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:

| <b>TABLE 1092-3</b><br><b>MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A</b><br><b>(Candelas Per Lux Per Square Meter)</b> |                                |              |               |              |            |             |                                 |                           |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------|---------------|--------------|------------|-------------|---------------------------------|---------------------------|
| <b>Observation Angle, degrees</b>                                                                                                 | <b>Entrance Angle, degrees</b> | <b>White</b> | <b>Yellow</b> | <b>Green</b> | <b>Red</b> | <b>Blue</b> | <b>Fluorescent Yellow Green</b> | <b>Fluorescent Yellow</b> |
| 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                           | <b>120</b>   | 60            | 8            | 16         | 3.6         | 64                              | 48                        |
| 1.0                                                                                                                               | 30.0                           | 45           | 34            | 4.5          | 9          | 2           | 36                              | 27                        |

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

(1-17-12)

1016, 1044

SP10 R05

Revise the *2012 Standard Specifications* as follows:

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

**Type 3 Select Material**

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

| Percentage of Total by Weight 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.

| <b>pH TEST<br/>RESULT</b> | <b>Sandy Soils<br/>Additional Rate<br/>(lbs. / Acre)</b> | <b>Silt Loam Soils<br/>Additional Rate<br/>(lbs. / Acre)</b> | <b>Clay Loam Soils<br/>Additional Rate<br/>(lbs. / Acre)</b> |
|---------------------------|----------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------|
| 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.

**GROUT PRODUCTION AND DELIVERY:**

(3-17-15)

1003

SP10 R20

Revise the *2012 Standard Specifications* as follows:

Replace Section 1003 with the following:

**SECTION 1003  
GROUT PRODUCTION AND DELIVERY**

**1003-1 DESCRIPTION**

This section addresses cement grout to be used for structures, foundations, retaining walls, concrete barriers, embankments, pavements and other applications in accordance with the contract. Produce non-metallic grout composed of Portland cement and water and at the

Contractor's option or as required, aggregate and pozzolans. Include chemical admixtures as required or needed. Provide sand cement or neat cement grout as required. Define "sand cement grout" as grout with only fine aggregate and "neat cement grout" as grout without aggregate.

The types of grout with their typical uses are as shown below:

**Type 1** – A cement grout with only a 3-day strength requirement and a fluid consistency that is typically used for filling subsurface voids.

**Type 2** – A nonshrink grout with strength, height change and flow conforming to ASTM C1107 that is typically used for foundations, ground anchors and soil nails.

**Type 3** – A nonshrink grout with high early strength and freeze-thaw durability requirements that is typically used in pile blockouts, grout pockets, shear keys, dowel holes and recesses for concrete barriers and structures.

**Type 4** – A neat cement grout with low strength, a fluid consistency and high fly ash content that is typically used for slab jacking.

**Type 5** – A low slump, low mobility sand cement grout with minimal strength that is typically used for compaction grouting.

## **1003-2 MATERIALS**

Refer to Division 10.

| <b>Item</b>                          | <b>Section</b> |
|--------------------------------------|----------------|
| Chemical Admixtures                  | 1024-3         |
| Fine Aggregate                       | 1014-1         |
| Fly Ash                              | 1024-5         |
| Ground Granulated Blast Furnace Slag | 1024-6         |
| Portland Cement                      | 1024-1         |
| Silica Fume                          | 1024-7         |
| Water                                | 1024-4         |

Do not use grout that contains soluble chlorides or more than 1% soluble sulfate. At the Contractor's option, use an approved packaged grout instead of the materials above except for water. Use packaged grouts that are on the NCDOT Approved Products List.

Use admixtures for grout that are on the NCDOT Approved Products List or other admixtures in accordance with Subarticle 1024-3(E) except do not use concrete additives or unclassified or other admixtures in Type 4 or 5 grout. Use Class F fly ash for Type 4 grout and Type II Portland cement for Type 5 grout.

Use well graded rounded aggregate with a gradation, liquid limit (LL) and plasticity index (PI) that meet Table 1003-1 for Type 5 grout. Fly ash may be substituted for a portion of the fines in the aggregate. Do not use any other pozzolans in Type 5 grout.

| <b>TABLE 1003-1<br/>AGGREGATE REQUIREMENTS FOR TYPE 5 GROUT</b> |                                             |                                 |                                     |
|-----------------------------------------------------------------|---------------------------------------------|---------------------------------|-------------------------------------|
| <b>Gradation</b>                                                |                                             | <b>Maximum<br/>Liquid Limit</b> | <b>Maximum<br/>Plasticity Index</b> |
| <b>Sieve Designation<br/>per AASHTO M 92</b>                    | <b>Percentage Passing<br/>(% by weight)</b> |                                 |                                     |
| 3/8"                                                            | 100                                         | N/A                             | N/A                                 |
| No. 4                                                           | 70 – 95                                     |                                 |                                     |
| No. 8                                                           | 50 – 90                                     |                                 |                                     |
| No. 16                                                          | 30 – 80                                     |                                 |                                     |
| No. 30                                                          | 25 – 70                                     |                                 |                                     |
| No. 50                                                          | 20 – 50                                     |                                 |                                     |
| No. 100                                                         | 15 – 40                                     |                                 |                                     |
| No. 200                                                         | 10 – 30                                     | 25                              | 10                                  |

### 1003-3 COMPOSITION AND DESIGN

When using an approved packaged grout, a grout mix design submittal is not required. Otherwise, submit proposed grout mix designs for each grout mix to be used in the work. Mixes for all grout shall be designed by a Certified Concrete Mix Design Technician or an Engineer licensed by the State of North Carolina. Mix proportions shall be determined by a testing laboratory approved by the Department. Base grout mix designs on laboratory trial batches that meet Table 1003-2 and this section. With permission, the Contractor may use a quantity of chemical admixture within the range shown on the current list of approved admixtures maintained by the Materials and Tests Unit.

Submit grout mix designs in terms of saturated surface dry weights on Materials and Tests Form 312U at least 35 days before proposed use. Adjust batch proportions to compensate for surface moisture contained in the aggregates at the time of batching. Changes in the saturated surface dry mix proportions will not be permitted unless revised grout mix designs have been submitted to the Engineer and approved.

Accompany Materials and Tests Form 312U with a listing of laboratory test results of compressive strength, density and flow or slump and if applicable, aggregate gradation, durability and height change. List the compressive strength of at least three 2" cubes at the age of 3 and 28 days.

The Engineer will review the grout mix design for compliance with the contract and notify the Contractor as to its acceptability. Do not use a grout mix until written notice has been received. Acceptance of the grout mix design or use of approved packaged grouts does not relieve the Contractor of his responsibility to furnish a product that meets

the contract. Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on any Department project may be accepted for use on other projects.

Perform laboratory tests in accordance with the following test procedures:

| <b>Property</b>                  | <b>Test Method</b>                                                                                                   |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Aggregate Gradation <sup>A</sup> | AASHTO T 27                                                                                                          |
| Compressive Strength             | AASHTO T 106                                                                                                         |
| Density (Unit Weight)            | AASHTO T 121,<br>AASHTO T 133 <sup>B</sup> ,<br>ANSI/API RP <sup>C</sup> 13B-1 <sup>B</sup> (Section 4, Mud Balance) |
| Durability                       | AASHTO T 161 <sup>D</sup>                                                                                            |
| Flow                             | ASTM C939 (Flow Cone)                                                                                                |
| Height Change                    | ASTM C1090 <sup>E</sup>                                                                                              |
| Slump                            | AASHTO T 119                                                                                                         |

**A.** Applicable to grout with aggregate.

**B.** Applicable to Neat Cement Grout.

**C.** American National Standards Institute/American Petroleum Institute Recommended Practice.

**D.** Procedure A (Rapid Freezing and Thawing in Water) required.

**E.** Moist room storage required.

#### **1003-4 GROUT REQUIREMENTS**

Provide grout types in accordance with the contract. Use grouts with properties that meet Table 1003-2. The compressive strength of the grout will be considered the average compressive strength test results of three 2" cubes at each age. Make cubes that meet AASHTO T 106 from the grout delivered for the work or mixed on-site. Make cubes at such frequencies as the Engineer may determine and cure them in accordance with AASHTO T 106.

| TABLE 1003-2<br>GROUT REQUIREMENTS |                                 |           |                          |                                                              |                           |
|------------------------------------|---------------------------------|-----------|--------------------------|--------------------------------------------------------------|---------------------------|
| Type of Grout                      | Minimum Compressive Strength at |           | Height Change at 28 days | Flow <sup>A</sup> /Slump <sup>B</sup>                        | Minimum Durability Factor |
|                                    | 3 days                          | 28 days   |                          |                                                              |                           |
| 1                                  | 3,000 psi                       | —         | —                        | 10 – 30 sec                                                  | —                         |
| 2                                  | Table 1 <sup>C</sup>            |           |                          | Fluid Consistency <sup>C</sup>                               | —                         |
| 3                                  | 5,000 psi                       | —         | 0 – 0.2%                 | Per Accepted Grout Mix Design/<br>Approved<br>Packaged Grout | 80                        |
| 4 <sup>D</sup>                     | 600 psi                         | 1,500 psi | —                        | 10 – 26 sec                                                  | —                         |
| 5                                  | —                               | 500 psi   | —                        | 1 – 3"                                                       | —                         |

**A.** Applicable to Type 1 through 4 grouts.

**B.** Applicable to Type 5 grout.

**C.** ASTM C1107.

**D.** Use Type 4 grout with proportions by volume of 1 part cement and 3 parts fly ash.

### 1003-5 TEMPERATURE REQUIREMENTS

When using an approved packaged grout, follow the manufacturer's instructions for grout and air temperature at the time of placement. Otherwise, the grout temperature at the time of placement shall be not less than 50°F nor more than 90°F. Do not place grout when the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F.

### 1003-6 ELAPSED TIME FOR PLACING GROUT

Agitate grout continuously before placement. Regulate the delivery so the maximum interval between the placing of batches at the work site does not exceed 20 minutes. Place grout before exceeding the times in Table 1003-3. Measure the elapsed time as the time between adding the mixing water to the grout mix and placing the grout.

| TABLE 1003-3<br>ELAPSED TIME FOR PLACING GROUT<br>(with continuous agitation) |                             |                          |
|-------------------------------------------------------------------------------|-----------------------------|--------------------------|
| Air or Grout Temperature,<br>Whichever is Higher                              | Maximum Elapsed Time        |                          |
|                                                                               | No Retarding Admixture Used | Retarding Admixture Used |
| 90°F or above                                                                 | 30 minutes                  | 1 hr. 15 minutes         |
| 80°F through 89°F                                                             | 45 minutes                  | 1 hr. 30 minutes         |
| 79°F or below                                                                 | 60 minutes                  | 1 hr. 45 minutes         |

**1003-7 MIXING AND DELIVERY**

Use grout free of any lumps and undispersed cement. When using an approved packaged grout, mix grout in accordance with the manufacturer's instructions. Otherwise, comply with Articles 1000-8 through 1000-12 to the extent applicable for grout instead of concrete.

**TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:**

(8-21-12)

1101.02

SP11 R10

Revise the *2012 Roadway Standard Drawings* as follows:

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

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

12- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

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

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

13- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.



**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, Sickledod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

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

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

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

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  
Crownvetch  
Pensacola Bahiagrass  
Creeping Red Fescue

Japanese Millet  
Reed Canary Grass  
Zoysia

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

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

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

(1-17-12) (Rev. 04-21-15)

Z-4

Revise the *2012 Standard Specifications* as follows:

**Division 2**

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

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

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

**Division 3**

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

**Division 4**

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

**Division 6**

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

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

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

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

**Division 7**

**Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT**, line 33, replace “competition” with “completion”.

**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”.

**STANDARD SPECIAL PROVISION****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 <http://www.ncagr.gov/plantind/> 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.

**STANDARD SPECIAL PROVISION****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”.



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

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

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

**Area 024 31.7%**

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

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

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

**Area 027 24.7%**

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

**Area 028 15.5%**

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

**Area 029 15.7%**

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

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

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

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SMSA Areas**Area 5720 26.6%**

Currituck County

**Area 9200 20.7%**

Brunswick County

New Hanover County

**Area 2560 24.2%**

Cumberland County

**Area 6640 22.8%**

Durham County

Orange County

Wake County

**Area 1300 16.2%**

Alamance County

**Area 3120 16.4%**

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

**Area 1520 18.3%**

Gaston County

Mecklenburg County

Union County

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Goals for FemaleParticipation in Each Trade

(Statewide) 6.9%

**STANDARD SPECIAL PROVISION****REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 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.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (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."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or 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.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
  - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the

Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and basic records**
  - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the

payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [http://www.dol.gov/esa/whd/forms/ wh347instr.htm](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.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **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.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the 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 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.
5. 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.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (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 contractor). "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:**

1. 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.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

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

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

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

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

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

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

**Training Classifications**

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

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

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

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

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

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

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

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

**Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC150103 01/23/2015 NC103**

Z-103

Date: January 23, 2015

General Decision Number: NC150103 01/23/2015 NC103

Superseded General Decision Numbers: NC20140103

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

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

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number

0

1

Publication Date

01/02/2015

01/23/2015

SUNC2014-005 11/17/2014

|                                | Rates | Fringes |
|--------------------------------|-------|---------|
| BLASTER                        | 21.04 |         |
| CARPENTER                      | 13.72 |         |
| CEMENT MASON/CONCRETE FINISHER | 14.48 |         |
| ELECTRICIAN                    |       |         |
| Electrician                    | 17.97 |         |
| Telecommunications Technician  | 16.79 | .63     |
| IRONWORKER                     | 16.02 |         |
| LABORER                        |       |         |
| Asphalt Raker and Spreader     | 12.46 |         |
| Asphalt Screed/Jackman         | 14.33 |         |



|                                           | Rates | Fringes |
|-------------------------------------------|-------|---------|
| Carpenter Tender                          | 12.88 |         |
| Cement Mason/Concrete Finisher Tender     | 12.54 |         |
| Common or General                         | 10.20 |         |
| Guardrail/Fence Installer                 | 12.87 |         |
| Pipelayer                                 | 12.17 |         |
| Traffic Signal/Lighting Installer         | 14.89 |         |
| PAINTER                                   |       |         |
| Bridge                                    | 24.57 |         |
| POWER EQUIPMENT OPERATORS                 |       |         |
| Asphalt Broom Tractor                     | 11.85 |         |
| Bulldozer Fine                            | 17.04 |         |
| Bulldozer Rough                           | 14.34 |         |
| Concrete Grinder/Groover                  | 20.34 | 2.30    |
| Crane Boom Trucks                         | 20.54 |         |
| Crane Other                               | 20.08 |         |
| Crane Rough/All-Terrain                   | 20.67 |         |
| Drill Operator Rock                       | 14.38 |         |
| Drill Operator Structure                  | 21.14 |         |
| Excavator Fine                            | 16.60 |         |
| Excavator Rough                           | 14.00 |         |
| Grader/Blade Fine                         | 18.47 |         |
| Grader/Blade Rough                        | 14.62 |         |
| Loader 2 Cubic Yards or Less              | 13.76 |         |
| Loader Greater Than 2 Cubic Yards         | 14.14 |         |
| Material Transfer Vehicle (Shuttle Buggy) | 15.18 |         |
| Mechanic                                  | 17.55 |         |
| Milling Machine                           | 15.36 |         |
| Off-Road Hauler/Water Tanker              | 11.36 |         |
| Oiler/Greaser                             | 13.55 |         |
| Pavement Marking Equipment                | 12.11 |         |
| Paver Asphalt                             | 15.59 |         |
| Paver Concrete                            | 18.20 |         |
| Roller Asphalt Breakdown                  | 12.45 |         |
| Roller Asphalt Finish                     | 13.85 |         |
| Roller Other                              | 11.36 |         |
| Scraper Finish                            | 12.71 |         |
| Scraper Rough                             | 11.35 |         |
| Slip Form Machine                         | 16.50 |         |
| Tack Truck/Distributor Operator           | 14.52 |         |
| TRUCK DRIVER                              |       |         |
| GVWR of 26,000 Lbs or Greater             | 11.12 |         |
| GVWR of 26,000 Lbs or Less                | 12.37 |         |

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is 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, D.C. 20210

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

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

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

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

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

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

END OF GENERAL DECISION

**ROCK EMBANKMENTS:****(SPECIAL)****Description**

Construct rock embankments in accordance with the contract. Use core material as necessary or required where piles will be driven through rock embankments and as shown in the plans. Rock embankments are required to construct embankments in water at locations shown in the plans and as directed.

**Materials**

Refer to Division 10 of the *Standard Specifications*.

| <b>Item</b>                             | <b>Section</b> |
|-----------------------------------------|----------------|
| Geotextile for Rock Embankments, Type 2 | 1056           |
| Select Material                         | 1016           |
| Rip Rap Class B                         | 1042           |

Provide Type 2 geotextile for filtration geotextiles. Use Rip Rap Class B material for rock embankments. Use Class VI select material (standard size No. 57) for core material and over Rip Rap Class B.

**Construction Methods**

Construct rock embankments in accordance with the slopes, dimensions and elevations shown in the plans and Section 235 of the *Standard Specifications*. If piles will be installed through rock embankments, place Rip Rap Class B so there will be at least 5 ft between rock and piles.

Place Rip Rap Class B so smaller rocks are uniformly distributed throughout rock embankments. Provide a uniform surface free of obstructions, debris and groups of large rocks that could cause voids in embankments. When placing Rip Rap Class B in lifts, place core material to top of the current lift before placing the next lift of Rip Rap Class B.

Place and compact a layer of No. 57 stone at least 12" thick over rock embankments and core material. Install filtration geotextiles on top of No. 57 stone in accordance with Article 270-3 of the *Standard Specifications* before placing embankment fill material.

**Measurement and Payment**

*Rock Embankments* and #57 Stone will be measured and paid in tons by weighing material in trucks in accordance with Article 106-7 of the *Standard Specifications*.

The contract unit prices for *Rock Embankments* and #57 Stone will be full compensation for providing, hauling, handling, placing, compacting and maintaining select material.

*Geotextile for Rock Embankments* will be measured and paid in square yards. Geotextiles will be measured along the top of the No. 57 stone layer as the square yards of exposed geotextiles before placing embankment fill. No measurement will be made for overlapping geotextiles.

The contract unit price for *Geotextile for Rock Embankments* will be full compensation for providing, transporting and placing geotextiles.

B-5124

**GT-1.2**

NASH COUNTY

Payment will be made under:

**Pay Item**

Rock Embankments

#57 Stone

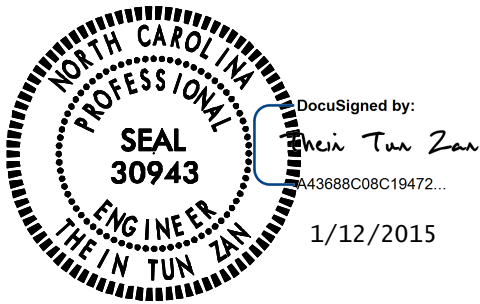
Geotextile for Rock Embankments

**Pay Unit**

Ton

Ton

Square Yard



**COVERING OF SIGNS**

Cover existing overhead and shoulder mounted signs with opaque material on roads open to traffic but are not applicable during construction as specified in the Transportation Management Plan (TMP). Keep signs covered until instructed to remove the covering. Provide covering for entire signs by an approved method provided by sheeting manufacturer that will prevent the messages from being read or seen during both day and night conditions and that will cause no harm to the sheeting face.

**Compensation:**

Covering of Signs as described above shall be paid for at the contract price for each Sign.

Payment will be made under:

| <b>Pay Item</b>       | <b>Pay Unit</b> |
|-----------------------|-----------------|
| Signs, Covering ..... | Each            |



DocuSigned by:  
*David Bissette*  
D34CE9F5AD58466...

1/9/2015

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) CenturyLink – Communications
- B) Dominion Power

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 Utilities by Others Plans.

A) CenturyLink - Communications

- 1) See "Utilities By Other Plans" for utility conflict .
- 2) Contact person for CenturyLink is Mr. Rod Medlin at 252-413-7711.

B) Dominion Power

- 1) Dominion Power will adjust power pole (BM-76) at sta. 62+83 –L- on sheet UO-6 as necessary.
- 2) Contact person for Dominion Power is Mr. Lee Wall at 252-326-4439

**Project Special Provisions  
Erosion Control**

**STABILIZATION REQUIREMENTS:**

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

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

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

**SEEDING AND MULCHING:**

**(East)**

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

All Roadway Areas

**March 1 - August 31**

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

**September 1 - February 28**

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

Waste and Borrow Locations

**March 1 – August 31**

|       |                       |
|-------|-----------------------|
| 75#   | Tall Fescue           |
| 25#   | Bermudagrass (hulled) |
| 500#  | Fertilizer            |
| 4000# | Limestone             |

**September 1 - February 28**

|       |                         |
|-------|-------------------------|
| 75#   | Tall Fescue             |
| 35#   | Bermudagrass (unhulled) |
| 500#  | Fertilizer              |
| 4000# | Limestone               |



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

#### Approved Tall Fescue Cultivars

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

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

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

#### Native Grass Seeding and Mulching

(East)

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

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

**March 1 - August 31**

18# Creeping Red Fescue  
 6# Indiangrass  
 8# Little Bluestem  
 4# Switchgrass  
 25# Browntop Millet  
 500# Fertilizer  
 4000# Limestone

**September 1 - February 28**

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

**Approved Creeping Red Fescue Cultivars:**

Aberdeen

Boreal

Epic

Cindy Lou

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

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

**Measurement and Payment**

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

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

**CRIMPING STRAW MULCH:**

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

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

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

**TEMPORARY SEEDING:**

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

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

**FERTILIZER TOPDRESSING:**

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

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

**SUPPLEMENTAL SEEDING:**

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

**MOWING:**

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

**REFORESTATION:**

**Description**

*Reforestation* will be planted in 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 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 Item

Response for Erosion Control

#### Pay Unit

Each

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

**STOCKPILE AREAS:**

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

**ACCESS AND HAUL ROADS:**

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

**WASTE AND BORROW SOURCES:**

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

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

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

[http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf)

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

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

*Safety Fence* shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to

infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

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

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

### **Materials**

#### **(A) Safety Fencing**

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

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

#### **(B) Boundary Flagging**

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

### **Construction Methods**

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

#### **(A) Safety Fencing**

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

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

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking



of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

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

(B) Boundary Flagging

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

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

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

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

**Measurement and Payment**

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

Payment will be made under:

**Pay Item**  
Safety Fence

**Pay Unit**  
Linear 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:

| <b>Property</b>                              | <b>Test Method</b>     | <b>Value</b> | <b>Unit</b>        |
|----------------------------------------------|------------------------|--------------|--------------------|
| 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             | ≥80          | %                  |
| Porosity (Permanent Net)                     | ECTC Guidelines        | ≥85          | %                  |
| Maximum Permissible Shear Stress (Vegetated) | Performance Bench Test | ≥8.0         | lb/ft <sup>2</sup> |
| Maximum Allowable Velocity (Vegetated)       | Performance Bench Test | ≥16.0        | ft/s               |

\*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 Item

Permanent Soil Reinforcement Mat

#### Pay Unit

Square Yard

### **WATTLES WITH POLYACRYLAMIDE (PAM):**

#### Description

Wattles are tubular products consisting of excelsior fibers encased in synthetic netting. Wattles are used on slopes or channels to intercept runoff and act as a velocity break. 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 wattles, matting installation, PAM application, and removing wattles.

#### Materials

Wattle shall meet the following specifications:

|                                     |                                  |
|-------------------------------------|----------------------------------|
| 100% Curled Wood (Excelsior) Fibers |                                  |
| Minimum Diameter                    | 12 in.                           |
| Minimum Density                     | 2.5 lb/ft <sup>3</sup> +/- 10%   |
| Net Material                        | Synthetic                        |
| Net Openings                        | 1 in. x 1 in.                    |
| Net Configuration                   | Totally Encased                  |
| Minimum Weight                      | 20 lb. +/- 10% per 10 ft. length |

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**

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 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 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 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

*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 *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 wattles. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the *Polyacrylamide(PAM)*.

Payment will be made under:

### Pay Item

Polyacrylamide(PAM)  
Wattle

### Pay Unit

Pound  
Linear Foot

### **COIR FIBER WATTLE BARRIER:**

(5-20-13)

1630

### Description

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

### Materials

Coir fiber wattle shall meet the following specifications:

|                  |                             |
|------------------|-----------------------------|
| Inner Material   | 100% Coir (Coconut) Fibers  |
| Minimum Diameter | 18"                         |
| Minimum Length   | 10 ft.                      |
| Minimum Density  | 5 lb./c.f. $\pm$ 10%        |
| Net Material     | Coir (Coconut) or Synthetic |
| Net Openings     | 2" x 2"                     |
| Net Strength     | 90 lb.                      |
| Minimum Weight   | 10 lb./ft. $\pm$ 10%        |

Stakes shall be used as anchors. Provide hardwood stakes a minimum of 2-ft long with a 2" x 2" nominal square cross section. One end of the stake shall be sharpened or beveled to facilitate driving down into the underlying soil.

Provide staples made of 0.125" diameter new steel wire formed into a U-shape not less than 12" in length with a throat of 1" in width.

### **Construction Methods**

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

For coir fiber wattle barriers used to reduce runoff velocity for large slopes, use a maximum spacing of 20 ft. for the barrier measured along the slope.

Maintain the coir fiber wattle barriers until the project is accepted or until the coir fiber wattle barriers are removed, and remove and dispose of silt accumulations at the coir fiber wattle barriers when so directed in accordance with Section 1630 of the *2012 Standard Specifications*.

### **Measurement and Payment**

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

Payment will be made under:

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

### **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:

| <b>Pay Item</b> | <b>Pay Unit</b> |
|-----------------|-----------------|
| Impervious Dike | 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**

| <b>Item</b>    | <b>Section</b> |
|----------------|----------------|
| Coir Fiber Mat | 1060-14        |

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**

Coir Fiber Mat

**Pay Unit**

Square Yard



**FLOATING TURBIDITY CURTAIN:****Description**

This work consists of furnishing a *Floating Turbidity Curtain* to deter silt suspension and movement of silt particles during construction. The floating turbidity curtain shall be constructed at locations as directed.

**Materials**

The curtain material shall be made of a tightly woven nylon, plastic or other non-deteriorating material meeting the following specifications:

| <b>Property</b>         | <b>Value</b>               |
|-------------------------|----------------------------|
| Grab tensile strength   | *md-370 lbs *cd-250 lbs    |
| Mullen burst strength   | 480 psi                    |
| Trapezoid tear strength | *md-100 lbs *cd-60 lbs     |
| Apparent opening size   | 70 US standard sieve       |
| Percent open area       | 4% permittivity 0.28 sec-1 |

\*md - machine direction

\*cd - cross machine direction

In the event that more than one width of fabric is required, a 6" overlap of the material shall also be required.

The curtain material shall be supported by a flotation material having over 29 lbs/ft buoyancy. The floating curtain shall have a 5/16" galvanized chain as ballast and dual 5/16" galvanized wire ropes with a heavy vinyl coating as load lines.

**Construction Methods**

The Contractor shall maintain the *Floating Turbidity Curtain* in a satisfactory condition until its removal is requested by the Engineer. The curtain shall extend to the bottom of the jurisdictional resource. Anchor the curtain according to manufacturer recommendations.

**Measurement and Payment**

*Floating Turbidity Curtain* will be measured and paid for as the actual number of square yards of curtain furnished as specified and accepted. Such price and payment will be full compensation for the work as described in this section including but not limited to furnishing all materials, tools, equipment, and all incidentals necessary to complete the work.

B-5124

## EC-19

Nash County

Payment will be made under:

**Pay Item**

Floating Turbidity Curtain

**Pay Unit**

Square Yard

# ST-1

Project B-5124

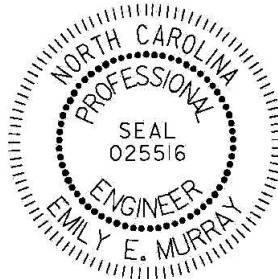
Nash County

## Project Special Provisions Structures and Culverts

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3/9/2015



DocuSigned by:  
*Emily Murray*  
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# ST-2

## **PROJECT SPECIAL PROVISIONS** **STRUCTURES and CULVERTS**

PROJECT B-5124

NASH COUNTY

### **CONSTRUCTION, MAINTENANCE AND REMOVAL** (12-12-13) **OF TEMPORARY ACCESS AT STATION 22+49.00 –L-,** **36+88.50 –L-, 54+85.50 –L-**

#### **1.0 GENERAL**

Construct, maintain, and remove the temporary access required to provide the working area necessary for construction of the new bridge, construction of the temporary detour structure, or for the removal of an existing bridge, as applicable. Temporary access may involve the use of a work bridge or other methods; however, all types of temporary access are required to meet the requirements of all permits, the Standard Specifications, and this Special Provision.

#### **2.0 TEMPORARY WORK BRIDGE**

At the contractor's option, construction of a temporary work bridge within the limits shown on the plans is permitted. The temporary work bridge shall have a minimum span length of 20 feet. Submit details of the temporary work bridge to the Engineer prior to constructing the work bridge to ensure conformance with the plans and all permits. Completely remove the temporary bridge prior to final acceptance or as otherwise required by the permits.

#### **3.0 BASIS OF PAYMENT**

The lump sum price bid for "Construction, Maintenance and Removal of Temporary Access at Station \_\_\_\_\_" will be full compensation for the above work, or other methods of access, including all material, work bridge components, equipment, tools, labor, disposal, and incidentals necessary to complete the work.

### **CONCRETE WEARING SURFACE** (9-30-11)

#### **1.0 GENERAL**

This Special Provision governs materials, forming, and all other related work in the construction of a reinforced concrete wearing surface in accordance with applicable parts of the Standard Specifications, the details shown on the plans, and as outlined in these Special Provisions.

## **2.0 MATERIALS**

Unless otherwise noted on the plans, use class AA concrete and a coarse aggregate gradation of 78M. The Class AA concrete shall contain fly ash or ground granulated blast furnace slag at the substitution rate specified in Article 1024-1 and in accordance with Articles 1024-5 and 1024-6 of the Standard Specifications. Place the wearing surface according to the grades, thicknesses and cross sections shown on the plans.

## **3.0 PREPARATION OF SURFACE**

Prepare all surfaces to be overlaid using the equipment specified herein and prior to placing the epoxy coated reinforcing steel. Additionally, clean the surface within 48 hours prior to placing the overlay unless otherwise approved.

Thoroughly soak the cleaned surface for at least 12 hours prior to placing the concrete wearing surface. While soaking the surface, cover it with a layer of white opaque polyethylene film that is at least 4 mils thick. Immediately prior to placing the concrete wearing surface, remove standing water from the surface.

## **4.0 EQUIPMENT**

Prior to beginning any work, obtain approval for all equipment to be used for deck preparation, placing, finishing, and curing the concrete wearing surface.

For surface preparation, use sandblasting or pressure washing equipment capable of removing all foreign matter. If using high pressure water blast, a minimum nozzle pressure of 3000 psi is required.

## **5.0 PLACING AND FINISHING**

Follow the placing, finishing, and curing requirements of Article 420-14 (A) and (B). Construction Joints other than those shown on the plans are not permitted.

## **6.0 LIMITATIONS OF OPERATIONS**

The requirements of Article 420-20 will apply to placing vehicles and construction equipment on the finished concrete wearing surface.

Use insulation that meets the requirements of Article 420-7(C), and if required, place it on the concrete wearing surface as soon as the initial set permits.

## **7.0 METHOD OF MEASUREMENT**

The quantity of concrete wearing surface to be paid for is the actual number of square feet of concrete wearing surface as provided on the plans.

**8.0 BASIS OF PAYMENT**

The quantity for which payment is made will be that quantity shown in square feet on the plans. Where the plans have been revised, the quantity to be paid for will be the quantity shown on the revised plans.

The unit bid per square foot will be full compensation for all work covered by this Special Provision and applicable parts of the Standard Specifications, but not limited to furnishing and placing concrete, epoxy coated reinforcing steel, joint filler and sealer, deck drains, bridge scuppers, and any other material; erecting and removing all forms, curing concrete, protecting concrete in wind, rain, low humidity, high temperatures or other unfavorable weather.

Payment will be made under:

Concrete Wearing Surface ..... Square Foot

**FALSEWORK AND FORMWORK****(4-5-12)****1.0 DESCRIPTION**

Use this Special Provision as a guide to develop temporary works submittals required by the Standard Specifications or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork.

Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Access scaffolding is a temporary structure that functions as a work platform that supports construction personnel, materials, and tools, but is not intended to support the structure. Scaffolding systems that are used to temporarily support permanent structures (as opposed to functioning as work platforms) are considered to be falsework under the definitions given. Shoring is a component of falsework such as horizontal, vertical, or inclined support members. Where the term “temporary works” is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

Design and construct safe and adequate temporary works that will support all loads imposed and provide the necessary rigidity to achieve the lines and grades shown on the plans in the final structure.

**2.0 MATERIALS**

Select materials suitable for temporary works; however, select materials that also ensure the safety and quality required by the design assumptions. The Engineer has authority to reject material on the basis of its condition, inappropriate use, safety, or nonconformance with the plans. Clearly identify allowable loads or stresses for all materials or

manufactured devices on the plans. Revise the plan and notify the Engineer if any change to materials or material strengths is required.

### 3.0 DESIGN REQUIREMENTS

#### A. Working Drawings

Provide working drawings for items as specified in the contract, or as required by the Engineer, with design calculations and supporting data in sufficient detail to permit a structural and safety review of the proposed design of the temporary work.

On the drawings, show all information necessary to allow the design of any component to be checked independently as determined by the Engineer.

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints. Submit the number of copies as called for by the contract.

When required, have the drawings and calculations prepared under the guidance of, and sealed by, a North Carolina Registered Professional Engineer who is knowledgeable in temporary works design.

If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

| Member Type (PCG) | Member Depth, (inches) | Max. Overhang Width, (inches) | Max. Slab Edge Thickness, (inches) | Max. Screenshot 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 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<br>feet above ground | Pressure, lb/ft <sup>2</sup> for Indicated Wind Velocity, mph |    |    |     |     |
|----------------------------------|---------------------------------------------------------------|----|----|-----|-----|
|                                  | 70                                                            | 80 | 90 | 100 | 110 |
| 0 to 30                          | 15                                                            | 20 | 25 | 30  | 35  |
| 30 to 50                         | 20                                                            | 25 | 30 | 35  | 40  |
| 50 to 100                        | 25                                                            | 30 | 35 | 40  | 45  |
| over 100                         | 30                                                            | 35 | 40 | 45  | 50  |

## 2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-16 of the Standard Specifications and these Special Provisions.

Do not remove forms until the concrete has sufficient strength to prevent damage to the surface.

**Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina**

| COUNTY     | 25 YR<br>(mph) | COUNTY      | 25 YR<br>(mph) | COUNTY       | 25 YR<br>(mph) |
|------------|----------------|-------------|----------------|--------------|----------------|
| Alamance   | 70             | Franklin    | 70             | Pamlico      | 100            |
| Alexander  | 70             | Gaston      | 70             | Pasquotank   | 100            |
| Alleghany  | 70             | Gates       | 90             | Pender       | 100            |
| Anson      | 70             | Graham      | 80             | Perquimans   | 100            |
| Ashe       | 70             | Granville   | 70             | Person       | 70             |
| Avery      | 70             | Greene      | 80             | Pitt         | 90             |
| Beaufort   | 100            | Guilford    | 70             | Polk         | 80             |
| Bertie     | 90             | Halifax     | 80             | Randolph     | 70             |
| Bladen     | 90             | Harnett     | 70             | Richmond     | 70             |
| Brunswick  | 100            | Haywood     | 80             | Robeson      | 80             |
| Buncombe   | 80             | Henderson   | 80             | Rockingham   | 70             |
| Burke      | 70             | Hertford    | 90             | Rowan        | 70             |
| Cabarrus   | 70             | Hoke        | 70             | Rutherford   | 70             |
| Caldwell   | 70             | Hyde        | 110            | Sampson      | 90             |
| Camden     | 100            | Iredell     | 70             | Scotland     | 70             |
| Carteret   | 110            | Jackson     | 80             | Stanley      | 70             |
| Caswell    | 70             | Johnston    | 80             | Stokes       | 70             |
| Catawba    | 70             | Jones       | 100            | Surry        | 70             |
| Cherokee   | 80             | Lee         | 70             | Swain        | 80             |
| Chatham    | 70             | Lenoir      | 90             | Transylvania | 80             |
| Chowan     | 90             | Lincoln     | 70             | Tyrell       | 100            |
| Clay       | 80             | Macon       | 80             | Union        | 70             |
| Cleveland  | 70             | Madison     | 80             | Vance        | 70             |
| Columbus   | 90             | Martin      | 90             | Wake         | 70             |
| Craven     | 100            | McDowell    | 70             | Warren       | 70             |
| Cumberland | 80             | Mecklenburg | 70             | Washington   | 100            |
| Currituck  | 100            | Mitchell    | 70             | Watauga      | 70             |
| Dare       | 110            | Montgomery  | 70             | Wayne        | 80             |
| Davidson   | 70             | Moore       | 70             | Wilkes       | 70             |
| Davie      | 70             | Nash        | 80             | Wilson       | 80             |
| Duplin     | 90             | New Hanover | 100            | Yadkin       | 70             |
| Durham     | 70             | Northampton | 80             | Yancey       | 70             |
| Edgecombe  | 80             | Onslow      | 100            |              |                |
| Forsyth    | 70             | Orange      | 70             |              |                |

**B. Review and Approval**

The Engineer is responsible for the review and approval of temporary works' drawings.

Submit the working drawings sufficiently in advance of proposed use to allow for their review, revision (if needed), and approval without delay to the work.

The time period for review of the working drawings does not begin until complete drawings and design calculations, when required, are received by the Engineer.

Do not start construction of any temporary work for which working drawings are required until the drawings have been approved. Such approval does not relieve the Contractor of the responsibility for the accuracy and adequacy of the working drawings.

**4.0 CONSTRUCTION REQUIREMENTS**

All requirements of Section 420 of the Standard Specifications apply.

Construct temporary works in conformance with the approved working drawings. Ensure that the quality of materials and workmanship employed is consistent with that assumed in the design of the temporary works. Do not weld falsework members to any portion of the permanent structure unless approved. Show any welding to the permanent structure on the approved construction drawings.

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch. For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

**A. Maintenance and Inspection**

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

Perform an in-depth inspection of an applicable portion(s) of the temporary works, in the presence of the Engineer, not more than 24 hours prior to the beginning of each concrete placement. Inspect other temporary works at least once a month to ensure that they are functioning properly. Have a North Carolina Registered Professional Engineer inspect the cofferdams, shoring, sheathing, support of excavation structures, and support systems for load tests prior to loading.

**B. Foundations**

Determine the safe bearing capacity of the foundation material on which the supports for temporary works rest. If required by the Engineer, conduct load tests to verify proposed bearing capacity values that are marginal or in other high-risk situations.

The use of the foundation support values shown on the contract plans of the permanent structure is permitted if the foundations are on the same level and on the same soil as those of the permanent structure.

Allow for adequate site drainage or soil protection to prevent soil saturation and washout of the soil supporting the temporary works supports.

If piles are used, the estimation of capacities and later confirmation during construction using standard procedures based on the driving characteristics of the pile is permitted. If preferred, use load tests to confirm the estimated capacities; or, if required by the Engineer conduct load tests to verify bearing capacity values that are marginal or in other high risk situations.

The Engineer reviews and approves the proposed pile and soil bearing capacities.

**5.0 REMOVAL**

Unless otherwise permitted, remove and keep all temporary works upon completion of the work. Do not disturb or otherwise damage the finished work.

Remove temporary works in conformance with the contract documents. Remove them in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight.

**6.0 METHOD OF MEASUREMENT**

Unless otherwise specified, temporary works will not be directly measured.

**7.0 BASIS OF PAYMENT**

Payment at the contract unit prices for the various pay items requiring temporary works will be full compensation for the above falsework and formwork.

**SUBMITTAL OF WORKING DRAWINGS****(8-9-13)****1.0 GENERAL**

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, “submittals” refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the

contract. Make submittals that are not specifically noted in this provision directly to the Resident Engineer. Either the Structure Design Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Resident Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Resident Engineer, Structure Design Unit contacts or the Geotechnical Engineering Unit contacts noted below.

In order to facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

## 2.0 ADDRESSES AND CONTACTS

For submittals to the Structure Design Unit, use the following addresses:

Via US mail:

Mr. T. K. Koch, 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.

Via other delivery service:

Mr. T. K. Koch, 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.

Submittals may also be made via email.

Send submittals to:

[plambert@ncdot.gov](mailto:plambert@ncdot.gov) (Paul Lambert)

Send an additional e-copy of the submittal to the following address:

[jgaither@ncdot.gov](mailto:jgaither@ncdot.gov) (James Gaither)

[mrorie@ncdot.gov](mailto:mrorie@ncdot.gov) (Madonna Rorie)

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:

Mr. K. J. Kim, Ph. D., P. E.  
Eastern Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
1570 Mail Service Center  
Raleigh, NC 27699-1570

Via other delivery service:

Mr. K. J. Kim, Ph. D., P. E.  
Eastern Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
3301 Jones Sausage Road, Suite 100  
Garner, NC 27529

For projects in Divisions 8-14, use the following Western Regional Office address:

Via US mail:

Mr. Eric Williams, P. E.  
Western Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Western Regional Office  
5253 Z Max Boulevard  
Harrisburg, NC 28075

Via other delivery service:

Mr. Eric Williams, P. E.  
Western Region Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Western Regional Office  
5253 Z Max Boulevard  
Harrisburg, NC 28075

The status of the review of structure-related submittals sent to the 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                                 |                  |
|                             | <a href="mailto:plambert@ncdot.gov">plambert@ncdot.gov</a> |                  |

|                                |               |                  |
|--------------------------------|---------------|------------------|
| Secondary Structures Contacts: | James Gaither | (919) 707 – 6409 |
|                                | Madonna Rorie | (919) 707 – 6508 |

Eastern Regional Geotechnical Contact (Divisions 1-7):

|                                                    |                  |
|----------------------------------------------------|------------------|
| K. J. Kim                                          | (919) 662 – 4710 |
| (919) 662 – 3095 facsimile                         |                  |
| <a href="mailto:kkim@ncdot.gov">kkim@ncdot.gov</a> |                  |

Western Regional Geotechnical Contact (Divisions 8-14):

Eric Williams (704) 455 – 8902  
 (704) 455 – 8912 facsimile  
[ewilliams@ncdot.gov](mailto: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<br>Required by<br>Structure<br>Design Unit | Copies<br>Required by<br>Geotechnical<br>Engineering<br>Unit | Contract Reference<br>Requiring Submittal <sup>1</sup> |
|--------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------|
| Arch Culvert Falsework                                             | 5                                                 | 0                                                            | Plan Note, SN Sheet &<br>“Falsework and Formwork”      |
| Box Culvert Falsework <sup>7</sup>                                 | 5                                                 | 0                                                            | Plan Note, SN Sheet &<br>“Falsework and Formwork”      |
| Cofferdams                                                         | 6                                                 | 2                                                            | Article 410-4                                          |
| Foam Joint Seals <sup>6</sup>                                      | 9                                                 | 0                                                            | “Foam Joint Seals”                                     |
| Expansion Joint Seals<br>(hold down plate type with base<br>angle) | 9                                                 | 0                                                            | “Expansion Joint Seals”                                |
| Expansion Joint Seals<br>(modular)                                 | 2, then 9                                         | 0                                                            | “Modular Expansion Joint<br>Seals”                     |

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|                                                                                  |                           |   |                                                                                             |
|----------------------------------------------------------------------------------|---------------------------|---|---------------------------------------------------------------------------------------------|
| Expansion Joint Seals<br>(strip seals)                                           | 9                         | 0 | “Strip Seals”                                                                               |
| Falsework & Forms <sup>2</sup><br>(substructure)                                 | 8                         | 0 | Article 420-3 & “Falsework<br>and Formwork”                                                 |
| Falsework & Forms<br>(superstructure)                                            | 8                         | 0 | Article 420-3 & “Falsework<br>and Formwork”                                                 |
| Girder Erection over Railroad                                                    | 5                         | 0 | Railroad Provisions                                                                         |
| Maintenance and Protection of<br>Traffic Beneath Proposed<br>Structure           | 8                         | 0 | “Maintenance and<br>Protection of Traffic<br>Beneath Proposed Structure<br>at Station ____” |
| Metal Bridge Railing                                                             | 8                         | 0 | Plan Note                                                                                   |
| Metal Stay-in-Place Forms                                                        | 8                         | 0 | Article 420-3                                                                               |
| Metalwork for Elastomeric<br>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<br>Signs (DMS) (metalwork and<br>foundations)       | 13                        | 0 | Applicable Provisions                                                                       |
| Placement of Equipment on<br>Structures (cranes, etc.)                           | 7                         | 0 | Article 420-20                                                                              |
| Pot Bearings <sup>4</sup>                                                        | 8                         | 0 | “Pot Bearings”                                                                              |
| Precast Concrete Box Culverts                                                    | 2, then<br>1 reproducible | 0 | “Optional Precast<br>Reinforced Concrete Box<br>Culvert at Station ____”                    |
| Prestressed Concrete Cored Slab<br>(detensioning sequences) <sup>3</sup>         | 6                         | 0 | Article 1078-11                                                                             |
| Prestressed Concrete Deck Panels                                                 | 6 and<br>1 reproducible   | 0 | Article 420-3                                                                               |
| Prestressed Concrete Girder<br>(strand elongation and<br>detensioning sequences) | 6                         | 0 | Articles 1078-8 and 1078-<br>11                                                             |
| Removal of Existing Structure<br>over Railroad                                   | 5                         | 0 | Railroad Provisions                                                                         |



|                                                                            |                           |   |                                                                                                             |
|----------------------------------------------------------------------------|---------------------------|---|-------------------------------------------------------------------------------------------------------------|
| Revised Bridge Deck Plans<br>(adaptation to prestressed deck panels)       | 2, then<br>1 reproducible | 0 | Article 420-3                                                                                               |
| Revised Bridge Deck Plans<br>(adaptation to modular expansion joint seals) | 2, then<br>1 reproducible | 0 | “Modular Expansion Joint Seals”                                                                             |
| Sound Barrier Wall (precast items)                                         | 10                        | 0 | Article 1077-2 &<br>“Sound Barrier Wall”                                                                    |
| Sound Barrier Wall Steel Fabrication Plans <sup>5</sup>                    | 7                         | 0 | Article 1072-8 &<br>“Sound Barrier Wall”                                                                    |
| Structural Steel <sup>4</sup>                                              | 2, then 7                 | 0 | Article 1072-8                                                                                              |
| Temporary Detour Structures                                                | 10                        | 2 | Article 400-3 &<br>“Construction,<br>Maintenance and Removal<br>of Temporary Structure at<br>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**

| <b>Submittal</b>                                      | <b>Copies<br/>Required by<br/>Geotechnical<br/>Engineering<br/>Unit</b> | <b>Copies<br/>Required by<br/>Structure<br/>Design Unit</b> | <b>Contract Reference<br/>Requiring Submittal <sup>1</sup></b> |
|-------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------|
| Drilled Pier Construction Plans <sup>2</sup>          | 1                                                                       | 0                                                           | Subarticle 411-3(A)                                            |
| Crosshole Sonic Logging (CSL)<br>Reports <sup>2</sup> | 1                                                                       | 0                                                           | Subarticle 411-5(A)(2)                                         |
| Pile Driving Equipment Data<br>Forms <sup>2,3</sup>   | 1                                                                       | 0                                                           | Subarticle 450-3(D)(2)                                         |
| Pile Driving Analyzer (PDA)<br>Reports <sup>2</sup>   | 1                                                                       | 0                                                           | Subarticle 450-3(F)(3)                                         |
| Retaining Walls <sup>4</sup>                          | 8 drawings,<br>2 calculations                                           | 2 drawings                                                  | Applicable Provisions                                          |
| Temporary Shoring <sup>4</sup>                        | 5 drawings,<br>2 calculations                                           | 2 drawings                                                  | “Temporary Shoring” &<br>“Temporary Soil Nail<br>Walls”        |

**FOOTNOTES**

- 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*.
- 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.
- The Pile Driving Equipment Data Form is available from:  
[www.ncdot.org/doh/preconstruct/highway/geotech/formdet/](http://www.ncdot.org/doh/preconstruct/highway/geotech/formdet/)  
See second page of form for submittal instructions.
- 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. **Competent Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. **Certifications:** 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.

#### **3'-0" x 2'-6" PRESTRESSED CONCRETE BENT CAPS**

**(11-27-12)**

The Contractor shall provide prestressed concrete bent caps in accordance with the plans and Standard Specifications.

Measurement and payment will be for the actual number of linear feet of prestressed concrete bent caps.

Payment will be made under:

3'-0" x 2'-6" Prestressed Concrete Bent Caps.....Linear Feet

**OPTIONAL PRECAST REINFORCED CONCRETE  
BOX CULVERT AT STATION 17+17.80 –L- AND 74+25.00 –L-****(12-12-13)****1.0 GENERAL**

This Special Provision covers the design, fabrication and construction of precast reinforced concrete box culverts intended for the conveyance of storm water.

If the option is indicated on the plans, the submittal for a precast reinforced box culvert in lieu of a cast-in-place culvert is permitted. Design the precast culvert sections in accordance with ASTM C1577 or the current edition of the AASHTO LRFD Bridge Design Specifications. Rate all sizes of precast reinforced concrete box culverts in accordance with the current edition of the AASHTO Manual for Bridge Evaluation. Ensure the culvert rates for the AASHTO design loads and North Carolina's legal loads (see Section 2.0 for North Carolina's legal loads). Provide the size and number of barrels as indicated on the plans. Detail the culvert with cast-in-place wings walls and footings. Precast wing walls and footings will not be allowed. Provide a precast box culvert that meets the requirements of Section 1077 and any other applicable parts of the Standard Specifications.

The design and rating of the precast and cast-in-place members is the responsibility of the Contractor and is subject to review, comments and approval. Submit two sets of detailed plans and rating sheets for review. Include all details in the plans, including the size and spacing of the required reinforcement necessary to build the precast box and cast-in-place members. Have a North Carolina Registered Professional Engineer check and seal the plans, rating sheets and design calculations. After the plans, rating sheets and design calculations are reviewed and, if necessary, the corrections made, submit one set of plans and rating sheets on 22" x 34" sheets to become part of the contract plans.

If the span, rise and design earth cover for the precast reinforced concrete box culvert are identical to a previously approved submittal, the Contractor may request the previously approved design calculations and plans be considered as the submittal for review and approval. However, a set of plans and rating sheets will need to be submitted to become part of the contract plans.

**2.0 NORTH CAROLINA'S LEGAL LOADS**

Apply the following legal loads to all structures carrying interstate traffic:

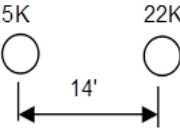
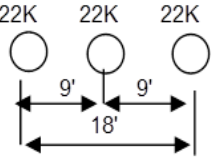
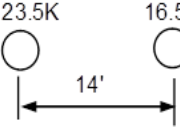
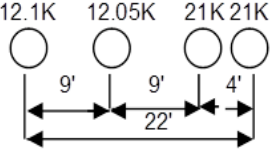
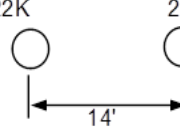
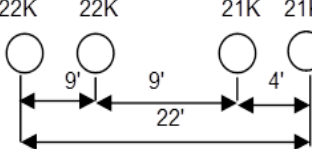
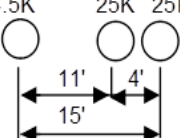
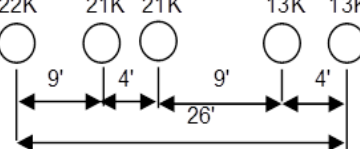
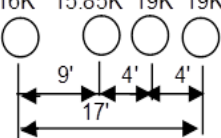
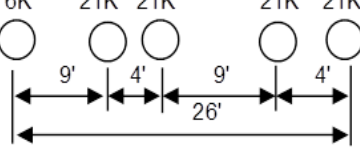
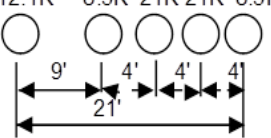
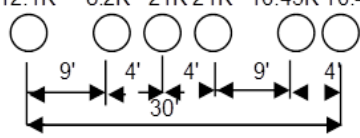
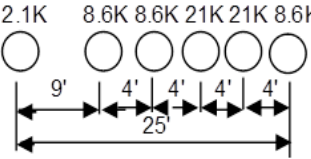
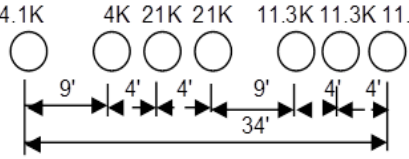
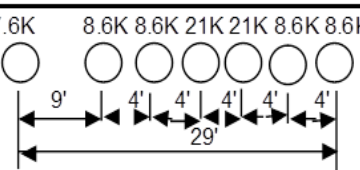
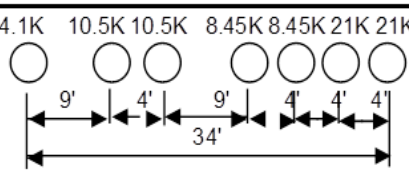
# ST-21

B-5124

Nash Co.

| SINGLE VEHICLE(SV) |                                                               |                        | TRUCK TRACTOR SEMI-TRAILER(TTST) |                                                         |                    |
|--------------------|---------------------------------------------------------------|------------------------|----------------------------------|---------------------------------------------------------|--------------------|
| REF. #             | SCHEMATIC                                                     |                        | REF. #                           | SCHEMATIC                                               |                    |
| <b>SH</b>          | 5K                                                            | 20K<br>25K<br>12.5 TON | <b>T4A</b>                       | 11K 7.5K 19K 19K<br>9' 9' 4'<br>22'                     | 56.5K<br>28.25 TON |
| <b>S3A</b>         | 7.5K 19K 19K<br>9' 4'<br>13'                                  | 45.5K<br>22.75 TON     | <b>T5B</b>                       | 6.5K 19K 19K 9.75K 9.75K<br>9' 4' 9' 4'<br>26'          | 64K<br>32 TON      |
| <b>S3C</b>         | 5K 19K 19K<br>11' 4'<br>15'                                   | 43K<br>21.5 TON        | <b>T6A</b>                       | 11K 4K 19K 19K 9.5K 9.5K<br>9' 4' 4' 9' 4'<br>30'       | 72K<br>36 TON      |
| <b>S4A</b>         | 11.5K 4K 19K 19K<br>9' 4' 4'<br>17'                           | 53.5K<br>26.75 TON     | <b>T7A</b>                       | 11K 4K 19K 19K 9K 9K 9K<br>9' 4' 4' 9' 4' 4'<br>34'     | 80K<br>40 TON      |
| <b>S5A</b>         | 11K 6K 19K 19K 6K<br>9' 4' 4' 4'<br>21'                       | 61K<br>30.5 TON        | <b>T7B</b>                       | 11K 9.5K 9.5K 6K 6K 19K 19K<br>9' 4' 9' 4' 4' 4'<br>34' | 80K<br>40 TON      |
| <b>S6A</b>         | 11K 6.66K 6.67K 19K 19K 6.67K<br>9' 4' 4' 4' 4'<br>25'        | 69K<br>34.5 TON        |                                  |                                                         |                    |
| <b>S7A</b>         | 11K 6.66K 6.67K 19K 19K 6.67K 11K<br>9' 4' 4' 4' 4' 9'<br>34' | 80K<br>40 TON          |                                  |                                                         |                    |
| <b>S7B</b>         | 11K 7K 7K 19K 19K 7K 7K<br>9' 4' 4' 4' 4' 4'<br>29'           | 77K<br>38.5 TON        |                                  |                                                         |                    |

Apply the following legal loads to all structures carrying non-interstate traffic:

| SINGLE VEHICLE (SV) |                                                                                     |                      | TRUCK TRACTOR SEMI-TRAILER (TTST) |                                                                                      |                      |
|---------------------|-------------------------------------------------------------------------------------|----------------------|-----------------------------------|--------------------------------------------------------------------------------------|----------------------|
| REF. #              | SCHEMATIC                                                                           |                      | REF. #                            | SCHEMATIC                                                                            |                      |
| <b>SNSH</b>         |    | 27K<br>13.5 TON      | <b>TNAGRIT3</b>                   |    | 66K<br>33 Ton        |
| <b>SNGARBS2</b>     |    | 40K<br>20 TON        | <b>TNT4A</b>                      |    | 66.15K<br>33.075 TON |
| <b>SNAGRIS2</b>     |    | 44K<br>22 Ton        | <b>TNAGRIT4</b>                   |    | 86K<br>43 TON        |
| <b>SNCOTTS3</b>     |    | 54.5K<br>27.25 TON   | <b>TNAGT5A</b>                    |    | 90K<br>45 TON        |
| <b>SNAGGRS4</b>     |  | 69.85K<br>34.925 TON | <b>TNAGT5B</b>                    |  | 90K<br>45 TON        |
| <b>SNS5A</b>        |  | 71.1K<br>35.55 TON   | <b>TNT6A</b>                      |  | 83.2K<br>41.6 TON    |
| <b>SNS6A</b>        |  | 79.9K<br>39.95 TON   | <b>TNT7A</b>                      |  | 84K<br>42 TON        |
| <b>SNS7B</b>        |  | 84K<br>42 TON        | <b>TNT7B</b>                      |  | 84K<br>42 TON        |



### 3.0 PRECAST REINFORCED CONCRETE BOX SECTIONS

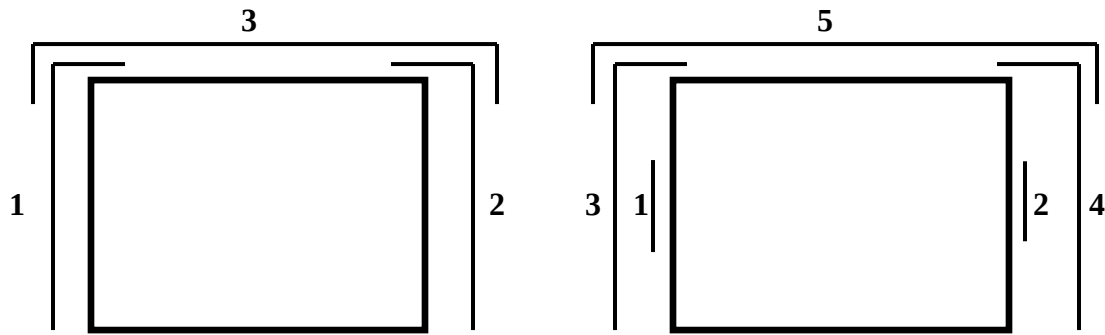
The precast reinforced concrete box culvert sections shall match the size and hydraulic opening indicated in the contract plans.

#### A. Design

1. Design Fill – The design earth cover is reported on the plans as the elevation difference between the point of maximum fill and the bottom of the top slab.
2. Placement of Reinforcement – Provide a 1 inch concrete cover over the reinforcement subject to the provisions of Section F. Extend the inside reinforcement into the tongue portion of the joint and the outside reinforcement into the groove portion of the joint. Detail the clear distance of the end wires so it is not less than 1/2 inch or more than 2 inches from the ends of the box section. Assemble reinforcement per the requirements of ASTM C1577 or the approved design. The exposure of the ends of the wires used to position the reinforcement is not a cause for rejection.
3. Laps and Spacing – Use lap splices for the transverse reinforcement. Detail the transverse wires so that the center to center spacing is not less than 2 inches or more than 4 inches. Do not detail the longitudinal wires with a center to center spacing of more than 8 inches.

#### B. Joints

1. Produce the precast reinforced concrete box section with tongue and groove ends. Design and form these ends of the box section so, when the sections are laid together, they make a continuous line of box sections with a smooth interior free of appreciable irregularities in the flowline, all compatible with the permissible variations given in Section F. The internal joint formed at the tongue and groove ends of the precast units shall be sealed with either bitumen/butyl sealant or closed-cell neoprene material. The internal joint material shall be installed in accordance with the manufacturer's recommendations. The material shall be shown on the shop drawings when they are submitted for review.
2. Seal the external joint with an outside sealer wrap conforming to ASTM C877 that is at least 12 inches wide and covers the joint on both the sides and the top of the box section. Use ConWrap CS-212 from Concrete Sealants, Inc., EZ-Wrap from Press-Seal Gasket Corporation, Seal Wrap from Mar-Mac Manufacturing Co., Inc., Cadilloc External Pipe Joint from Cadilloc, or an approved equal for the outside sealer wrap. If the outside sealer wrap is not applied in a continuous strip along the entire joint, a 12 inch minimum lap of the outside sealer wrap is permitted. Before placing the outside sealer wrap, clean and prime the area receiving the outside sealer wrap in accordance with the sealer wrap manufacturer recommendations. The joint wrap manufacturer installation recommendations shall be included with shop drawings submitted for review. The external joint wrap shall be installed in pieces, as indicated on Figure 1 below:

**Figure 1**

Cover the external joint sealer with a 3 foot strip of filter fabric conforming to Type 4 requirements in Section 1056 of the Standard Specifications.

Place multiple lines of a precast reinforced concrete box culvert such that the longitudinal joint between the sections has a minimum width of 3 inches. Fill the joint between multiple lines of precast box sections with Class A concrete. Use Class A concrete that meets the requirements listed in the Standard Specifications except that Field Compressive Strength Specimens are not required.

#### C. Manufacture

Manufacture precast reinforced concrete box culvert sections by either the wet cast method or dry cast method.

1. Mixture – In addition to the requirements of Section 1077 of the Standard Specifications, do not proportion the mix with less than 564 lb/yd<sup>3</sup> of portland cement.
2. Strength – Concrete shall develop a minimum 28-day compressive strength of 5000 psi. Movement of the precast sections should be minimized during the initial curing period. Any damage caused by moving or handling during the initial curing phase will be grounds for rejection of that precast section.
3. Air Entrainment – Air entrain the concrete in accordance with Section 1077 - 5(A) of the Standard Specifications. For dry cast manufacturing, air entrainment is not required.
4. Testing – Test the concrete in accordance with the requirements of Section 1077 - 5(B).
5. Handling – Handling devices or holes are permitted in each box section for the purpose of handling and placing. Submit details of handling devices or holes for approval and do not cast any concrete until approval is granted. Remove all

handling devices flush with concrete surfaces as directed. Fill holes in a neat and workmanlike manner with an approved non-metallic non-shrink grout, concrete, or hole plug.

#### D. Physical Requirements

Acceptability of precast culvert sections is based on concrete cylinders made and tested in accordance with ASTM C31 and ASTM C39.

#### E. Permissible Variations

1. Flatness – All external surfaces shall be flat, true, and plumb. Irregularities, depressions, or high spots on all external surfaces shall not exceed 1/2 inch in 8 feet.
2. Internal Dimensions – Produce sections so that the internal and haunch dimensions do not vary more than 1/4 inch from the plan dimensions.
3. Adjacent Sections - Internal, external, and haunch dimensions for connecting sections shall not vary more than 1/2 inch.
4. Length of Tongue and Groove – The minimum length of the tongue shall be 4 inches. The minimum length of the groove shall be 4 inches. The dimensions of the tongue and groove shall not vary more than 1/4 inch from the plan dimensions.
5. Slab and Wall Thickness – Produce sections so that the slab and wall thickness are not less than that shown on the plans by more than 5% or 3/16 inch, whichever is greater. A thickness more than that required on the plans is not a cause for rejection.
6. Length of Opposite Surfaces – Produce sections so that variations in laying lengths of two opposite surfaces of the box section meet the requirements of ASTM C1577, Section 11.3.
7. Length of Section – Produce sections so that the underrun in length of a section is not more than 1/2 inch in any box section.
8. Position of Reinforcement – Produce sections so that the maximum variation in the position of the reinforcement is  $\pm 3/8$  inch for slab and wall thicknesses of 5 inches or less and  $\pm 1/2$  inch for slab and wall thicknesses greater than 5 inches. Produce sections so that the concrete cover is never less than 5/8 inch as measured to the internal surface or the external surface. The preceding minimum cover limitations do not apply at the mating surfaces of the joint.
9. Area of Reinforcement – Use the design steel shown on the plans for the steel reinforcement. Steel areas greater than those required are not cause for rejection. The permissible variation in diameter of any wire in finished fabric is prescribed for the wire before fabrication by either AASHTO M32 or M225.

#### F. Marking

1. Each section shall be match-marked in order of intended installation as indicated on the approved shop drawings. Ensure that pieces fit together neatly and in a workmanlike manner. In order to ensure a good, neat field fit, the Department will verify assembly of the first five adjacent sections or 20% of the total culvert length, whichever is greater, at the producer's facility and match-mark the pieces. This will require that a minimum of three adjacent sections of the culvert be fitted at the production yard at a time and then match-marked. Once three sections have been match-marked, the first section may be removed for shipment and a fourth section set for marking. Continue in a progressive manner until all sections have been properly match-marked. The producer shall document the GO-NO-GO dimensional measurements of each box culvert section produced through the post-pour inspection process.
2. Clearly mark each section of the box culvert in accordance with ASTM C1577, Section 15. The information requirements of Section 15.1 shall be clearly marked on the inner surface of each section.

#### G. Construction

1. Pre-installation Meeting – A pre-installation meeting is required prior to installation. Representatives from the Contractor, the precast box manufacturer, and the Department should attend this meeting. The precast box manufacturer representative shall be on site during installation.
2. Foundation – Foundation for precast box culvert shall meet the requirements of Section 414 of the Standard Specifications. In addition, Type VI foundation material shall be encapsulated in filter fabric conforming to Type 4 requirements in Section 1056 of the Standard Specifications. The filter fabric shall be placed perpendicular to the culvert barrel. Provide sufficient overhang beyond the excavation to allow a minimum lap of 3 feet when the foundation material is placed and fabric wrapped on top. Perpendicular sections of fabric shall be continuous. A minimum lap of 2 feet shall be provided between sections of fabric.
3. Installation – Sections shall be placed at the beginning of the outlet end of the culvert with the groove end being laid upgrade. Tongue sections shall be laid into the groove sections. Positive means shall be provided to pull each section firmly into the previously placed section so that the joints are tightly homed. Use a "come-along", box pullers or other approved methods to create a positive means of joining box sections. Construction equipment shall not have direct contact with the box section. The load of the box shall be suspended by lifting device during joining procedure.
4. Backfill – Complete backfill in accordance with Section 414 of the Standard Specifications.

**4.0 BASIS OF PAYMENT**

Any additional cost of redesigning will be paid for by the Contractor if Precast Reinforced Concrete Culvert is used in lieu of the cast-in-place culvert shown on the plans. Except for Foundation Conditioning Material and Culvert Excavation, payment for the Precast Box Culvert will be a lump sum amount equal to the payment that would be allowed for construction of a Cast-in-Place Box Culvert. Plan quantities and unit bid prices will be used to compute the lump sum amount. Such price and payment will be full compensation for all work covered by this Special Provision, the plans and applicable parts of the Standard Specifications and will include, but not be limited to, furnishing all labor, materials (including all filter fabric), equipment and other incidentals necessary to complete this work. Such price and payment will also be full compensation for concrete, reinforcing steel, labor, equipment and all other related materials necessary for the completion of the barrel section, and the construction of the headwalls, leveling pad, end curtain walls, wings and wing footings.

**PROJECT SPECIAL PROVISION**

(10-18-95) (Rev. 10-15-13)

Z-1

**PERMITS**

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.

| <b><u>PERMIT</u></b>                                  | <b><u>AUTHORITY GRANTING THE PERMIT</u></b>                           |
|-------------------------------------------------------|-----------------------------------------------------------------------|
| Dredge and Fill and/or Work in Navigable Waters (404) | U. S. Army Corps of Engineers                                         |
| Water Quality (401)                                   | Division of Environmental Management, DENR<br>State of North Carolina |
| Buffer Certification                                  | Division of Environmental Management, DENR<br>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.**



IN REPLY REFER TO

**DEPARTMENT OF THE ARMY  
WILMINGTON DISTRICT, CORPS OF ENGINEERS**

Washington Regulatory Field Office  
2407 W 5<sup>th</sup> Street  
Washington, North Carolina 27889

February 23, 2015

Regulatory Division

Action ID. SAW- 2014 - 01802

Mr. Richard W. Hancock, P.E., Manager  
Project Development and Environmental Analysis Unit  
North Carolina Department of Transportation  
1598 Mail Service Center  
Raleigh, North Carolina 27699-1598

Dear Mr. Hancock:

In accordance with your written request of November 2, 2014 and the ensuing administrative record, enclosed are two copies of a permit to impact approximately 4.17 acres of Department of the Army (DA) jurisdictional wetlands and 108 linear feet of surface waters associated with the replacement of Bridge Nos. 85, 141, 151 and Culvert C70 on US 301 over Swift Creek and Culvert C161 on US 301 over Lane Swamp approximately 0.50 miles north of Battleboro, Nash 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 should then be returned to this office for final authorization. A self-addressed envelope is enclosed for your convenience.

This correspondence contains a proffered permit for the above described site. If you object to this decision, you may request an administrative appeal under Corps regulations at 33 CFR part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and request for appeal (RFA) form. If you request to appeal this decision you must submit a completed RFA form to the following address:

District Engineer, Wilmington Regulatory Division  
Attn: Mr. Thomas Steffens  
2407 West 5<sup>th</sup> Street  
Washington, North Carolina 27889

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete; that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by April 23, 2015.

**\*\*It is not necessary to submit an RFA form to the Division Office if you do not object to the decision contained in this correspondence.\*\***

After the permit is authorized in this office, the original copy will be returned to you; the duplicate copy will be permanently retained in this office. If you have questions, please contact Tom Steffens at the Washington Regulatory Field Office, telephone 910-251-4615.

Thank you in advance for completing our Customer Survey Form. This can be accomplished by visiting our web site at <http://per2.nwp.usace.army.mil/survey.html> and completing the survey on-line. We value your comments and appreciate your taking the time to complete a survey each time you interact with our office. If you have any questions, please call Tom Steffens at telephone 910-251-4615.

Sincerely,

**BIDDLECOME.WILLIAM.J.JR.1228726504**

William J. Biddlecome  
Chief, Washington Regulatory Field Office

Digitally signed by  
BIDDLECOME.WILLIAM.J.JR.1228726504  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA,  
cn=BIDDLECOME.WILLIAM.J.JR.1228726504  
Date: 2015.02.23 13:20:44 -05'00'

Enclosures  
Blind Copies Furnished:

CESAW-RG-W



**DEPARTMENT OF THE ARMY PERMIT**

Permittee      Mr. Richard W. Hancock, P.E., Manager  
Project Development and Environmental Analysis Unit  
North Carolina Department of Transportation  
1598 Mail Service Center  
Raleigh, North Carolina 27699-1598

Permit No.      SAW-2014-01802

Issuing Office      **CESAW-RG-Washington**

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The applicant proposes to impact approximately 4.17 acres of DA jurisdictional wetlands and 108 linear feet of surface waters associated with the replacement of Bridge Nos. 85, 141, 151 and Culvert C70 on US 301 over Swift Creek and Culvert C161 on US 301 over Lane Swamp in Nash County, North Carolina.

Project Location: The project site location is located on US 301; approximately 0.5 miles north of Battleboro, Nash County, North Carolina.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **December 31, 2020**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
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 made in reliance on the information you provided.
- 5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
  - a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Dr   
Mr. Richard W. Hancock, P.E., Manager PDEA-NCDOT

3-2-2015  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Kevin P. Landers Sr., Colonel, US Army, District Commander (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 with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFeree)

(DATE)

**SPECIAL CONDITIONS**

**SAW-2014-01802**

**NCDOT TIP#: B-5124 Bridges 85,141 and 151; extension of Culvert 70 over Swift Creek and Culvert 161 over Lane Swamp, Nash County, North Carolina**

**WORK LIMITS**

**1. CONSTRUCTION PLANS:** All work authorized by this permit must be performed in strict compliance with the attached plans dated September 19, 2014, which are a part of this permit. Any modification to these plans must be approved by the US Army Corps of Engineers (USACE) prior to implementation.

**2. 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.

**3. 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.

**4. 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 permit, 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.

**5. BORROW AND WASTE:** To ensure that all borrow and waste activities occur on high ground and do not result in the degradation of adjacent waters and wetlands, 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 Corps of Engineers with appropriate maps indicating the locations of proposed borrow or waste sites as soon as such information is available. The permittee will coordinate with the Corps of Engineers before approving any borrow or waste sites that are within 400 feet of any stream or wetland. All jurisdictional wetland delineations on borrow and 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 4 of this permit and shall require and maintain documentation of the location and characteristics of all borrow and disposal sites associated with this project. This documentation will include data regarding soils, vegetation and hydrology sufficient to clearly demonstrate compliance with Special Condition 4. 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.

**6. PRECONSTRUCTION MEETING:** The permittee shall schedule and attend a preconstruction meeting between its representatives, the contractors representatives, and the Corps of Engineers, Washington 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 the terms and conditions contained with this Department of Army Permit. The permittee shall provide the USACE, Washington Regulatory Field Office, NCDOT Project Manager, with a copy of the final permit 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 frame when the Corps and NCDWQ Project Managers can attend. The permittee shall provide the Corps and NCDWQ Project Managers a minimum of thirty (30) days in advance of the scheduled meeting in order to provide those individuals with ample opportunity to schedules and participate in the required meeting.

## **RELATED LAWS**

### **7. SEDIMENTATION/EROSION CONTROL PLAN:**

- 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 impacts for the purposes of sedimentation and erosion control shall occur within jurisdictional waters, including wetlands, unless the impacts are included on the plan drawings and specifically authorized by this permit.
- c.) The permittee shall remove all sediment and erosion control measures placed in wetlands or waters, and shall restore natural grades on those areas, prior to project completion.
- 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 is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project must remain in full compliance with all aspects of the Sedimentation Pollution



Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4). Adequate sedimentation and erosion control measures must be implemented prior to any ground disturbing activities to minimize impacts to downstream aquatic resources. These measures must be inspected and maintained regularly, especially following rainfall events. All fill material must be adequately stabilized at the earliest practicable date to prevent sediment from entering into adjacent waters or wetlands.

**8. WATER CONTAMINATION:** All mechanized equipment will be regularly inspected and maintained to prevent contamination of waters and wetlands from fuels, lubricants, hydraulic fluids, or other toxic materials. In the event of a spill of petroleum products or any other hazardous waste, the permittee shall immediately report it to the N.C. Division of Water Resources at (919) 707-8787 or (800) 858-0368 and provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act will be followed.

### **PROJECT MAINTENANCE**

#### **9. 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.

a.) Prior to construction within any jurisdictional areas, the permittee must correctly install silt fencing (with or without safety fencing) parallel with the construction corridor, on both sides of the jurisdictional crossing. This barrier is to serve both as an erosion control measure and a visual identifier of the limits of construction within any jurisdictional area. The permittee must maintain the fencing, at minimum, until the wetlands have re-vegetated and stabilized.

**10. CLEAN FILL:** Unless otherwise authorized by this permit, all fill material placed in waters or wetlands shall be generated from an upland source and will be clean and free of any pollutants except in trace quantities. Metal products, organic materials (including debris from land clearing activities), or unsightly debris will not be used. Soils used for fill shall not be contaminated with any toxic substance in concentrations governed by Section 307 of the Clean Water Act.

**11. 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.

**12. 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).

**13. 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.

**14. 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.

**15. TEMPORARY DISCHARGES:** Temporary discharge of excavated or fill material into wetlands and waters of the United States will be for the absolute minimum period of time necessary to accomplish the work. All authorized temporary wetland, stream, and tributary impacts will be returned to pre-disturbance grade and contour, and re-vegetated.

### **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, Washington Regulatory Field Office, c/o Mr. Thomas Steffens 2407 West 5th Street, Washington, North Carolina 27889, and by telephone at: 910-251-4615. The Permittee shall reference the following permit number, SAW-2010-01219 on all submittals.

**17. REPORTING VIOLATIONS OF THE CLEAN WATER ACT AND RIVERS AND HARBORS ACT:** Violation of these conditions or violation of Section 404 of the Clean Water Act must be reported in writing to the Wilmington District U.S. Army Corps of Engineers within 24 hours of the 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.

### **COMPENSATORY MITIGATION**

**19. North Carolina Ecosystem Enhancement Program (NCEEP) In-Lieu Fee program:**

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.

**20. CONCRETE CONDITION:** The permittee shall take measures to prevent live or fresh concrete, including bags of uncured concrete, from coming into contact with any water in or entering into waters of the United States. Water inside coffer dams or casings that has been in contact with concrete shall only be returned to waters of the United States when it no longer poses a threat to aquatic organisms (concrete is set and cured).

**21. CULVERTS:** For construction of culverts, measures will be included in the construction that will promote the safe passage of fish and other aquatic organisms. For all culvert construction activities, the dimension, pattern, and profile of the stream, (above and below a pipe or culvert), should not be modified by widening the stream channel or by reducing the depth of the stream. Culvert inverts will be buried at least one foot below the bed of the stream for culverts greater than 48 inches in diameter. For culverts 48 inches in diameter or smaller, culverts must be buried below the bed of the stream to a depth equal to or greater than 20 percent

of the diameter of the culvert.

**22. NOTE:** All utility work performed under a non-reporting Nationwide Permit 12 (NWP 12 - Utility Lines) associated with this project is subject to all applicable terms and conditions of the NWP 12 and Wilmington District Regional Conditions.

**Failure to institute and carry out the details of special conditions 1-22, may result in a directive to cease all ongoing and permitted work within waters and/or wetlands associated with TIP No. B-5124 or such other remedy as the District Engineer or his authorized representatives may seek.**





North Carolina Department of Environment and Natural Resources

Pat McCrory  
Governor

Donald van der Vaart  
Secretary

January 7, 2015

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 and TAR-PAMLICO BUFFER RULES, with ADDITIONAL CONDITIONS for Proposed replacements of Bridges and Culverts on US 301 in Nash County, Federal Aid Project No. BRSTP-0301(25), State Project No. 42270.1.1, TIP # B-5124.  
NCDWR Project No. 20140998.

Dear Mr. Hancock:

Attached hereto is Certification No. 4011 issued to The North Carolina Department of Transportation (NCDOT) dated January 6, 2015.

If we can be of further assistance, do not hesitate to contact us.

Sincerely,

Thomas A. Reeder, Director  
Division of Water Resources

Attachments

Electronic copy only distribution:

Tom Steffens, US Army Corps of Engineers, Washington Field Office  
Chad Coggins, Division 4 Environmental Officer  
Colin Mellor, NC Department of Transportation  
Chris Rivenbark, NC Department of Transportation  
Travis Wilson, NC Wildlife Resources Commission  
Beth Harmon, Ecosystem Enhancement Program  
File Copy

# P-13

## 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act and TAR-PAMLICO BUFFER RULES, with ADDITIONAL CONDITIONS

**THIS CERTIFICATION** is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Resources (NCDWR) Regulations in 15 NCAC 2H .0500 and 15A NCAC 2B.0259. This certification authorizes the NCDOT to impact 4.21 acres of jurisdictional wetlands, 335 linear feet of jurisdictional streams and 23951 square feet of protected riparian buffers in Nash County. The project shall be constructed pursuant to the application received September 22, 2014. The authorized impacts are as described below:

### Stream Impacts in the Tar-Pamlico River Basin

| Site         | Permanent Fill in Perennial Stream (linear ft) | Riprap Stabilization to Perennial Stream (linear ft) | Temporary Fill in Perennial Stream (linear ft) | Total Stream Impact (linear ft) |
|--------------|------------------------------------------------|------------------------------------------------------|------------------------------------------------|---------------------------------|
| Culvert 70   | 18                                             | 20                                                   | 32                                             | 70                              |
| Bridge 85    | 0                                              | 0                                                    | 56                                             | 56                              |
| Bridge 141   | 5                                              | 0                                                    | 12                                             | 17                              |
| Bridge 151   | 0                                              | 0                                                    | 73                                             | 73                              |
| Culvert 161  | 19                                             | 46                                                   | 54                                             | 119                             |
| <b>Total</b> | <b>42</b>                                      | <b>66</b>                                            | <b>227</b>                                     | <b>335</b>                      |

**Total Stream Impact for Project: 335 linear feet**

### Wetland Impacts in the Tar-Pamlico River Basin

| Site         | Permanent Fill (ac) | Temporary Fill (ac) | Excavation (ac) | Mechanized Clearing (ac) | Total Wetland Impact (ac) | Wetland Impact Requiring Mitigation (ac) |
|--------------|---------------------|---------------------|-----------------|--------------------------|---------------------------|------------------------------------------|
| Culvert 70   | 0.25                | 0                   | 0.02            | 0.12                     | 0.39                      | 0.39                                     |
| Bridge 85    | 0.60                | 0.02                | <0.01           | 0.50                     | 1.10                      | 1.10                                     |
| Bridge 141   | 0.75                | 0.01                | <0.01           | 0.47                     | 1.24                      | 1.23                                     |
| Bridge 151   | 0.40                | 0.01                | <0.01           | 0.35                     | 0.76                      | 0.75                                     |
| Culvert 161  | 0.37                | 0                   | <0.01           | 0.32                     | 0.70                      | 0.70                                     |
| <b>Total</b> | <b>2.37</b>         | <b>0.04</b>         | <b>0.04</b>     | <b>1.76</b>              | <b>4.21</b>               | <b>4.17</b>                              |

**Total Wetland Impact for Project: 4.21 acres.**



**Tar-Pamlico Riparian Buffer Impacts**

| Site          | Zone 1 Impact<br>(sq ft) | Zone 1 Buffer Mitigation<br>Required (using 3:1 ratio) | Zone 2 Impact<br>(sq ft) | Zone 2 Buffer Mitigation Required<br>(using 1.5:1 ratio) |
|---------------|--------------------------|--------------------------------------------------------|--------------------------|----------------------------------------------------------|
| Bridge 141    | 4681                     | N/A                                                    | 2791                     | N/A                                                      |
| Bridge 151    | 5698                     | N/A                                                    | 2938                     | N/A                                                      |
| Culvert 161   | 4623                     | N/A                                                    | 3220                     | N/A                                                      |
| <b>Totals</b> | <b>15002</b>             | <b>0</b>                                               | <b>8949</b>              | <b>0</b>                                                 |

**Total Buffer Impact for Project: 23,951 square feet.**

\* N/A = Total for Site is less than 1/3 acre and 150 linear feet of impact, no mitigation required

The application provides adequate assurance that the discharge of fill material into the waters of the Tar-Pamlico 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 modified application received September 22, 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). Additional buffer impacts may require compensatory mitigation as described in 15A NCAC 2B.0260(9). 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.

**\* Conditions of Certification:**

1. Compensatory mitigation for impacts to 4.17 acres of riparian wetlands is required. 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 letter dated October 22, 2014 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. [15A NCAC 2H.0506(h)]
2. 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. [15A NCAC 02H .0506(b)(2)]
3. As a condition of this 401 Water Quality Certification, the bridge demolition and construction must be accomplished in strict compliance with the most recent version of NCDOT's Best Management Practices for Construction and Maintenance Activities. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506(b)(5)]
4. 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. Please refer to the most current version of *Stormwater Best Management Practices*. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506(b)(5)]
5. 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. [15A NCAC 02H.0506(b)(2)]



6. 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. [15A NCAC 02H .0506(b)(3)]

7. A turbidity curtain will be installed in the stream if driving or drilling activities occur within the stream channel, on the stream bank, or within 5 feet of the top of bank. This condition can be waived with prior approval from the NCDWR. [15A NCAC 02H .0506(b)(3)]

8. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and down stream 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. [15A NCAC 02H.0506(b)(2)]

9. 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. [15A NCAC 02H.0506(b)(2)]

10. 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. [15A NCAC 02H.0506(b)(2)]

11. For all streams being temporarily impacted due to site dewatering activities, the site shall be graded to its preconstruction contours and revegetated with appropriate native species. [15A NCAC 02H.0506(b)(2)]

12. The permittee will need to adhere to all appropriate in-water work moratoria (including the use of pile driving or vibration techniques) prescribed by the NC Wildlife Resources Commission. No in-water work is permitted between February 15 and June 15 of any year, without prior approval from the NC Division of Water Resources and the NC Wildlife Resources Commission for Bridges 141 and 151, only. In addition, the permittee shall conform to the NCDOT policy entitled "Stream Crossing Guidelines for Anadromous Fish Passage (May 12, 1997) at all times. [15A NCAC 02H.0506(b)(2) and 15A NCAC 04B. 0125]

13. 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. [15A NCAC 02B.0200]

14. 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. [15A NCAC 02H.0506(b)(2)]

15. 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. [15A NCAC 02H.0506(b)(2)]

\* 16. 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. [15A NCAC 02H.0506(b)(2)]

17. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval. [15A NCAC 02H .0507 (c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]

18. 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. [15A NCAC 02H.0506(b)(3) and (c)(3)]

19. 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. [15A NCAC 02H.0506(b)(3)]



20. 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. [15A NCAC 02H.0506(b)(3)]

21. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification. [15A NCAC 02H.0506(b)(3)]

22. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]

23. 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. [15A NCAC 02B.0200]

24. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification. [15A NCAC 02H.0506(b)(2)]

25. 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. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]

26. 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. [15A NCAC 02H.0501 and .0502]

27. 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.

28. The Permittee shall report any violations of this certification to the Division of Water Resources within 24 hours of discovery. [15A NCAC 02B.0506(b)(2)]

29. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer shall complete and return the enclosed "Certification of Completion Form" to notify the NCDWR when all work included in the 401 Certification has been completed. [15A NCAC 02H.0502(f)]

30. Native riparian vegetation (i.e., trees and shrubs native to your geographic region) 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.[15A NCAC 02B.0XXX(10)]

31. 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.[15A NCAC 02H.0506(b)(3) and (c)(3)]

32. 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 [15A NCAC 02H.0506(b)(3) and (c)(3):

- 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.

33. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification. [15A NCAC 02H.0506(b)(3) and (c)(3)]

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:

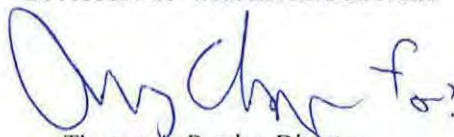
Office of Administrative Hearings  
6714 Mail Service Center  
Raleigh, NC 27699-6714  
Telephone: (919)-431-3000, Facsimile: (919)-431-3100

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 7th day of January 2015

DIVISION OF WATER RESOURCES



Thomas A. Reeder, Director  
Division of Water Resources

|                   |                      |             |
|-------------------|----------------------|-------------|
| PROJECT NO.       | STATE PROJECT NUMBER | 1           |
| PROJECT NAME      | PROJECT NAME         | B-5124      |
| PROJECT LOCATION  | PROJECT LOCATION     | 42270.1.1   |
| PROJECT DATE      | PROJECT DATE         | 42270.2.1   |
| PROJECT TYPE      | PROJECT TYPE         | 42270.3.1   |
| PROJECT STATUS    | PROJECT STATUS       | 42270.4.1   |
| PROJECT OWNER     | PROJECT OWNER        | 42270.5.1   |
| PROJECT DESIGNER  | PROJECT DESIGNER     | 42270.6.1   |
| PROJECT ENGINEER  | PROJECT ENGINEER     | 42270.7.1   |
| PROJECT CHECKER   | PROJECT CHECKER      | 42270.8.1   |
| PROJECT APPROVER  | PROJECT APPROVER     | 42270.9.1   |
| PROJECT REVIEWER  | PROJECT REVIEWER     | 42270.10.1  |
| PROJECT SUBMITTER | PROJECT SUBMITTER    | 42270.11.1  |
| PROJECT DATE      | PROJECT DATE         | 42270.12.1  |
| PROJECT STATUS    | PROJECT STATUS       | 42270.13.1  |
| PROJECT OWNER     | PROJECT OWNER        | 42270.14.1  |
| PROJECT DESIGNER  | PROJECT DESIGNER     | 42270.15.1  |
| PROJECT ENGINEER  | PROJECT ENGINEER     | 42270.16.1  |
| PROJECT CHECKER   | PROJECT CHECKER      | 42270.17.1  |
| PROJECT APPROVER  | PROJECT APPROVER     | 42270.18.1  |
| PROJECT REVIEWER  | PROJECT REVIEWER     | 42270.19.1  |
| PROJECT SUBMITTER | PROJECT SUBMITTER    | 42270.20.1  |
| PROJECT DATE      | PROJECT DATE         | 42270.21.1  |
| PROJECT STATUS    | PROJECT STATUS       | 42270.22.1  |
| PROJECT OWNER     | PROJECT OWNER        | 42270.23.1  |
| PROJECT DESIGNER  | PROJECT DESIGNER     | 42270.24.1  |
| PROJECT ENGINEER  | PROJECT ENGINEER     | 42270.25.1  |
| PROJECT CHECKER   | PROJECT CHECKER      | 42270.26.1  |
| PROJECT APPROVER  | PROJECT APPROVER     | 42270.27.1  |
| PROJECT REVIEWER  | PROJECT REVIEWER     | 42270.28.1  |
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| PROJECT DATE      | PROJECT DATE         | 42270.30.1  |
| PROJECT STATUS    | PROJECT STATUS       | 42270.31.1  |
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| PROJECT SUBMITTER | PROJECT SUBMITTER    | 42270.38.1  |
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| PROJECT STATUS    | PROJECT STATUS       | 42270.76.1  |
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| PROJECT DATE      | PROJECT DATE         | 42270.84.1  |
| PROJECT STATUS    | PROJECT STATUS       | 42270.85.1  |
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| PROJECT DESIGNER  | PROJECT DESIGNER     | 42270.87.1  |
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| PROJECT REVIEWER  | PROJECT REVIEWER     | 42270.91.1  |
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| PROJECT REVIEWER  | PROJECT REVIEWER     | 42270.100.1 |

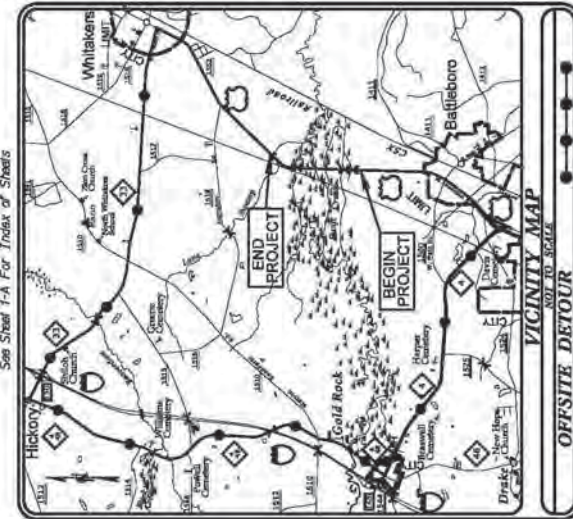
# STATE OF NORTH CAROLINA DIVISION OF HIGHWAYS **NASH COUNTY**

LOCATION: REPLACE BRIDGES NO. 85, 141, AND 151 OVER  
SWIFT CREEK ON US-301

TYPE OF WORK: GRADING, DRAINAGE, PAVING, STRUCTURES,  
AND CULVERTS.

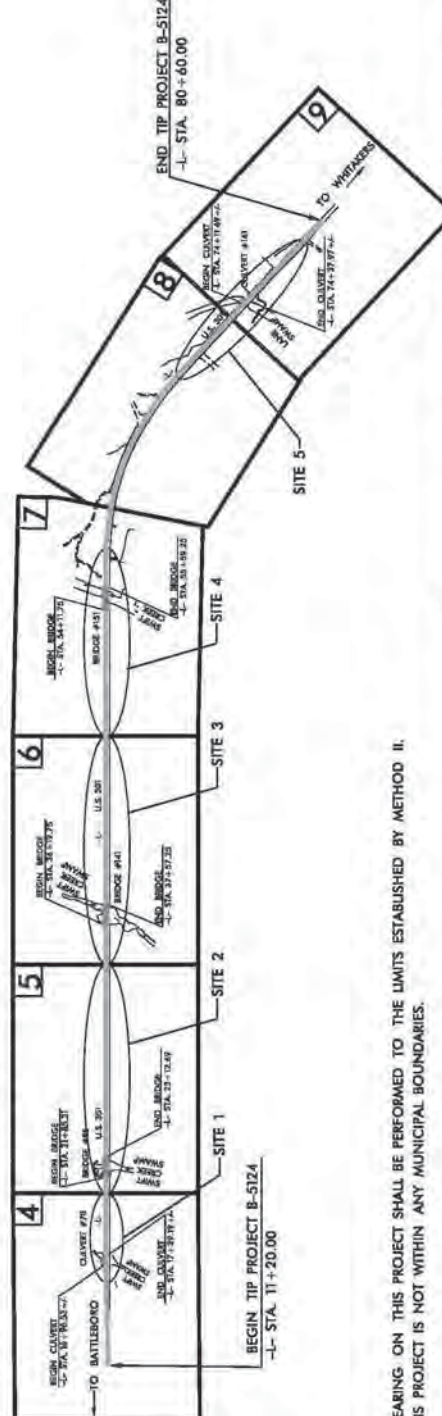


WETLAND AND SURFACE WATER IMPACTS PERMIT



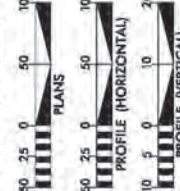
OFFSITE DETOUR  
NOT TO SCALE

N. C. DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
NAME COUNTY  
PROJECT NO. 0-4140  
REPLACE BRIDGES NO. 85,  
141 AND 151 OVER  
SWIFT CREEK ON US-301  
BRIDGE OF  
PERMIT DRAWING  
SHEET 1 OF 51



CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD II.  
THIS PROJECT IS NOT WITHIN ANY MUNICIPAL BOUNDARIES.

PRELIMINARY PLANS  
NO PART FOR CONSTRUCTION



DESIGN DATA  
ADT 2015 = 8,800  
ADT 2035 = 11,200  
K = 10 %  
D = 60 %  
T = 7 %  
V = 60 MPH  
\*TST = 3% DUALS 4%  
FUNC CLASS =  
MINOR ARTERIAL  
STATEWIDE TIER

PROJECT LENGTH  
LENGTH ROADWAY TIP PROJECT B-5124 = 1.223 MILES  
LENGTH STRUCTURE TIP PROJECT B-5124 = 0.091 MILES  
TOTAL LENGTH OF TIP PROJECT B-5124 = 1.314 MILES

Prepared in the Office of  
**DIVISION OF HIGHWAYS**  
1800 Birch Ridge Dr., Raleigh, NC, 27619  
202 STANDARD SPECIFICATIONS  
RIGHT OF WAY DATE:  
FEBRUARY 28, 2014  
LETTING DATE:  
APRIL 21, 2015  
PROJECT ENGINEER  
GARY LOVERING, PE  
PROJECT DESIGNER  
CHRISTOPHER H. LEE

HYDRAULICS ENGINEER  
P.E.  
ROADWAY DESIGN ENGINEER  
P.E.



TIP PROJECT: B-5124

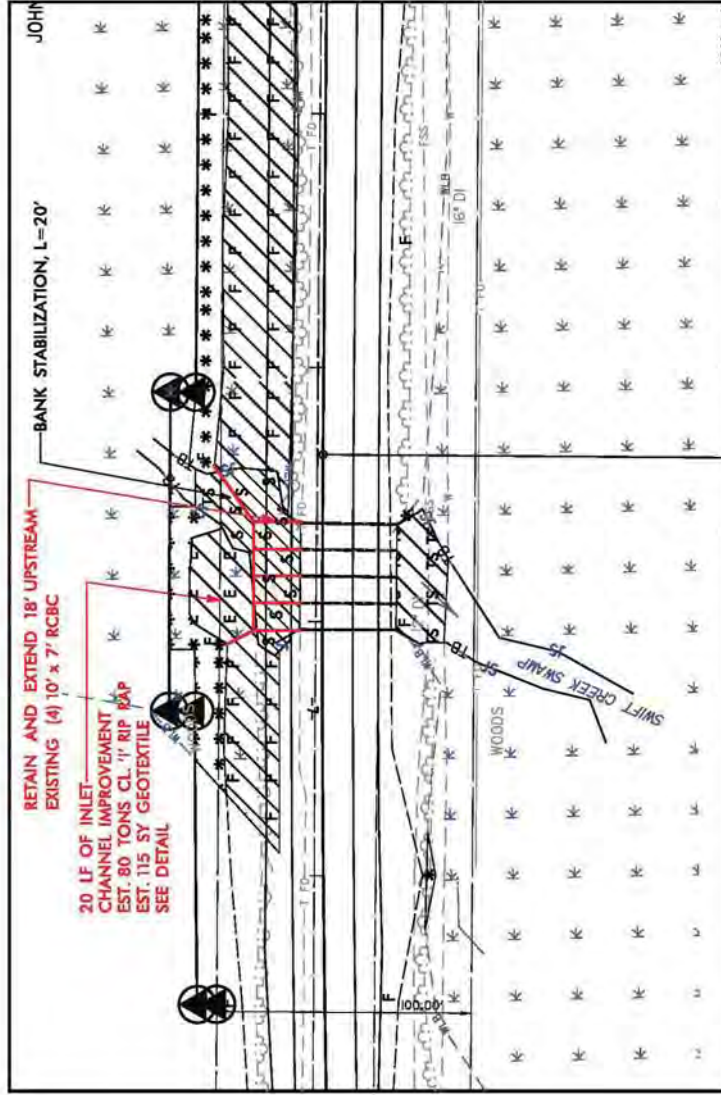
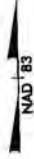
CONTRACT:







# WETLAND AND SURFACE WATER IMPACTS PERMIT



ENLARGED  
PLAN VIEW  
SITE 1



- LEGEND**
- DENOTES WETLAND BOUNDARY
  - ▨ DENOTES EXCAVATION IN WETLAND
  - ▨ DENOTES FILL IN WETLAND
  - ▨ DENOTES TEMPORARY SURFACE WATER IMPACT
  - ▨ DENOTES PERMANENT SURFACE WATER IMPACT
  - ▨ DENOTES MECHANIZED CLEARING

P-20

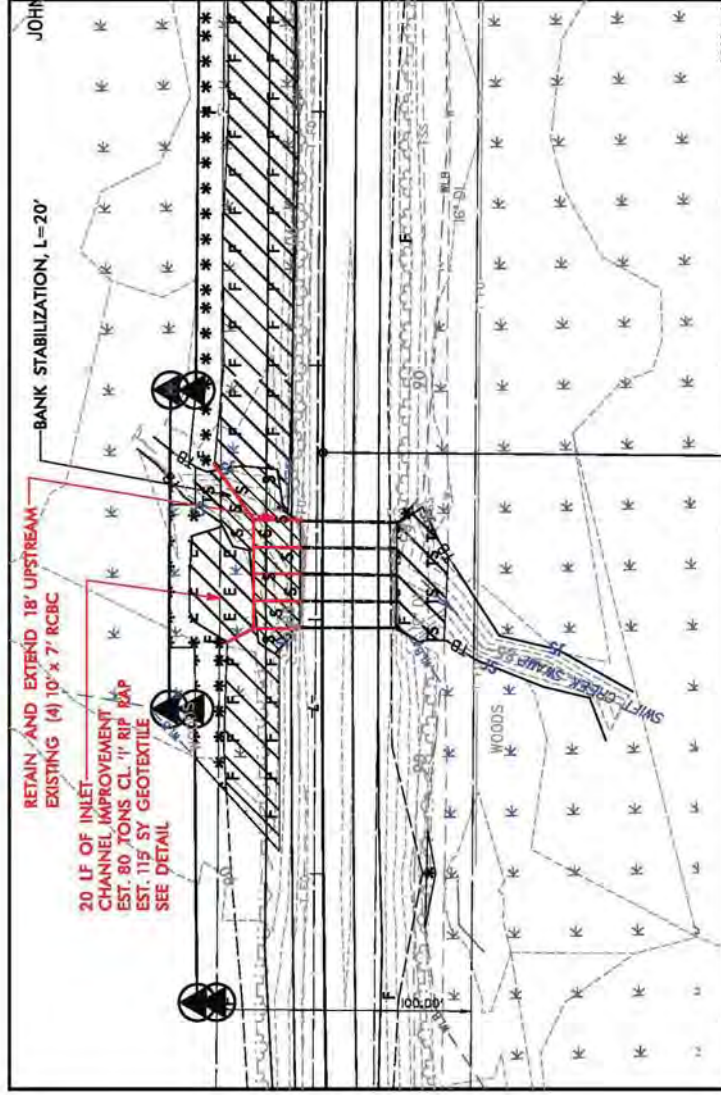
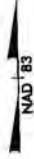
|                                                                                                                                                                                                                         |                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| PROJECT REFERENCE NO.<br>B-3174                                                                                                                                                                                         | SHEET NO.<br>4A        |
| ROW SHEET NO.<br>ROADWAY DESIGN<br>ENGINEER                                                                                                                                                                             | HYDRAULICS<br>ENGINEER |
| <b>PRELIMINARY PLANS</b><br><small>DO NOT USE FOR CONSTRUCTION</small>                                                                                                                                                  |                        |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY<br>PROJECT: 0327611 G-4130<br>REPLACE BRIDGES NO. 84<br>14, AND 14 OVER<br>SWIFT CREEK ON US-401<br>SHEET<br>OF<br>PERMIT DRAWING<br>SHEET 3 OF 51 |                        |
|                                                                                                                                                                                                                         |                        |

REVISIONS





# WETLAND AND SURFACE WATER IMPACTS PERMIT



ENLARGED  
PLAN VIEW  
SITE 1



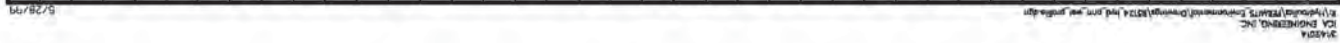
- LEGEND**
- RLJ --- DENOTES WETLAND BOUNDARY
  - [Hatched pattern] DENOTES EXCAVATION IN WETLAND
  - [Hatched pattern] DENOTES FILL IN WETLAND
  - [Hatched pattern] DENOTES TEMPORARY SURFACE WATER IMPACT
  - [Hatched pattern] DENOTES PERMANENT SURFACE WATER IMPACT
  - [Hatched pattern] DENOTES MECHANIZED CLEARING

P-22

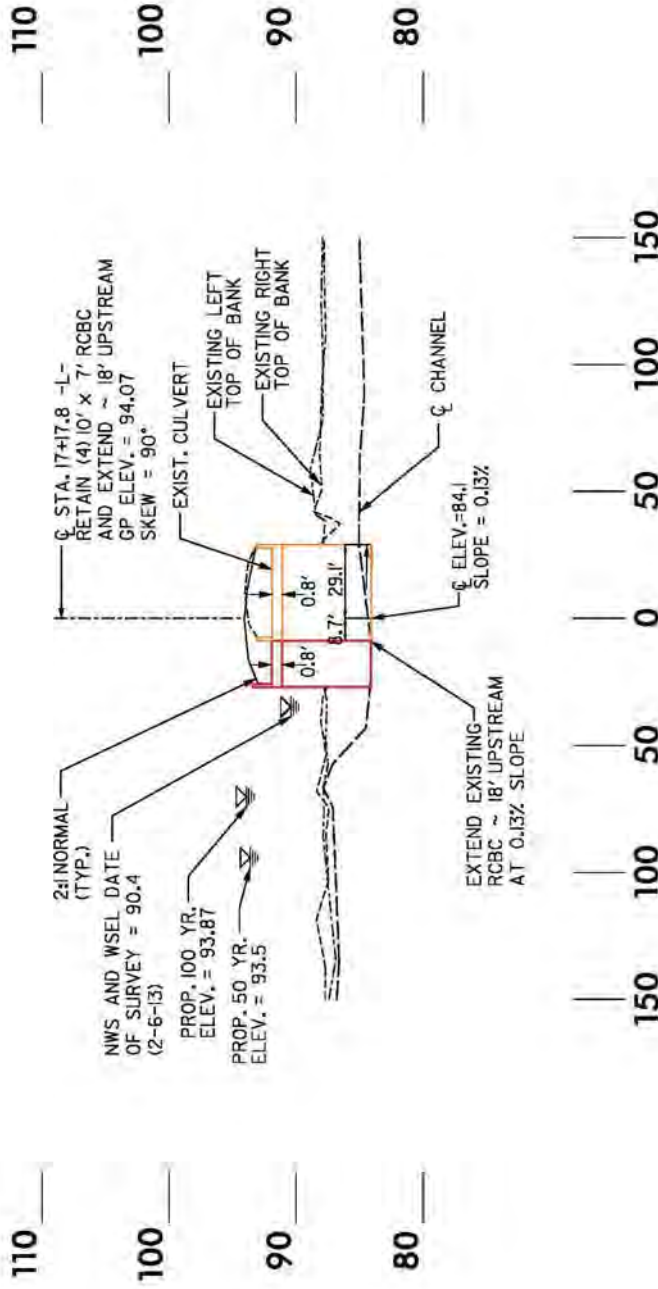
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| PROJECT REFERENCE NO.<br>B-3174                                                                                                                                                                                          | SHEET NO.<br>4A        |
| ROW SHEET NO.<br>ROADWAY DESIGN<br>ENGINEER                                                                                                                                                                              | HYDRAULICS<br>ENGINEER |
| <b>PRELIMINARY PLANS</b><br><small>DO NOT USE FOR CONSTRUCTION</small>                                                                                                                                                   |                        |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY<br>PROJECT: 0327611 G-4130<br>REPLACE BRIDGES NO. 84<br>14, LAND IN OVER<br>SWIFT CREEK ON US-901<br>SHEET<br>OF<br>PERMIT DRAWING<br>SHEET 5 OF 51 |                        |
|                                                                                                                                                                                                                          |                        |

REVISIONS





# WETLAND AND SURFACE WATER IMPACTS PERMIT



SITE |  
PROFILE ALONG STRUCTURE  
STA 17+17.8 -L-

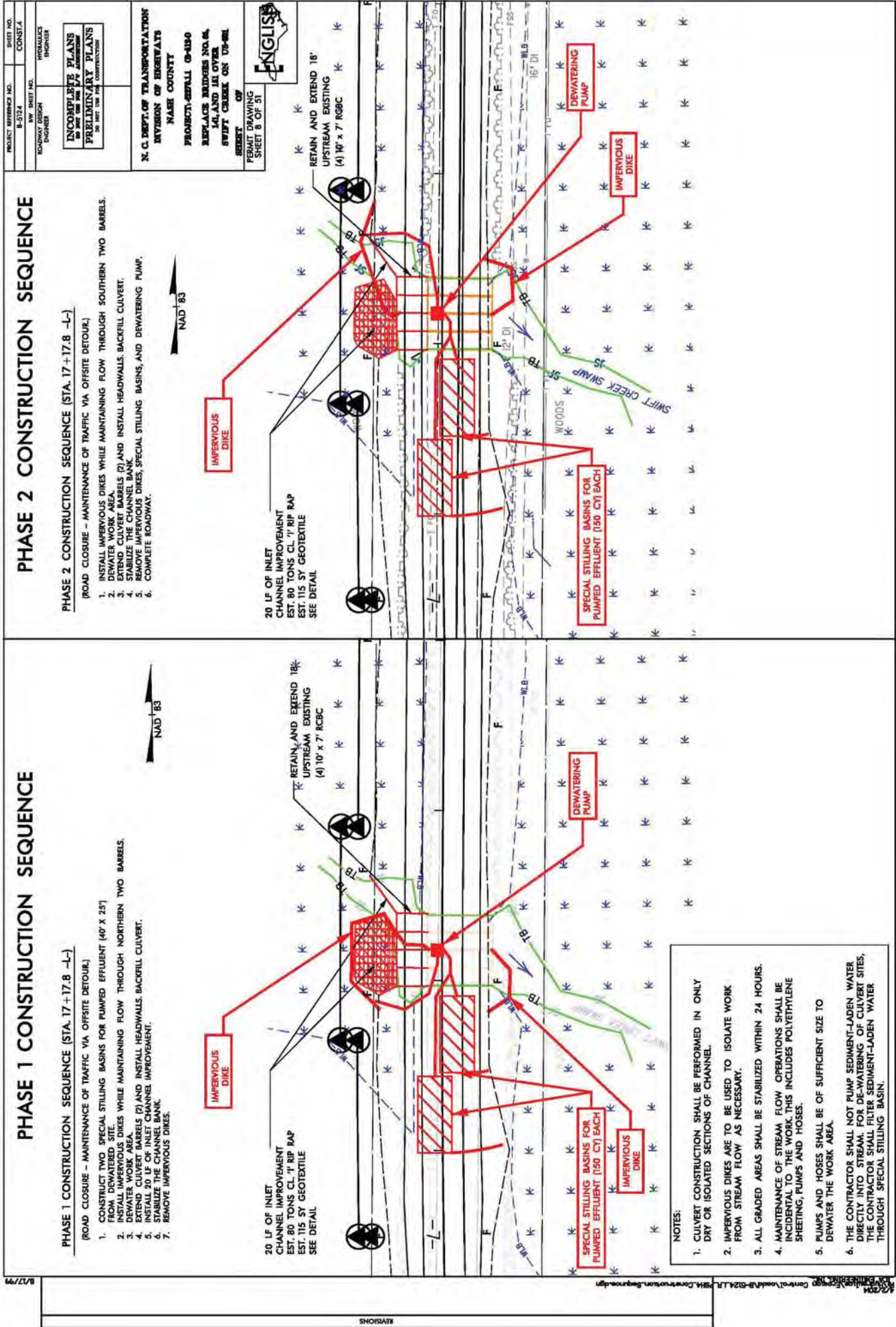
|                                                  |            |
|--------------------------------------------------|------------|
| PROJECT NUMBER NO.                               | SHEET NO.  |
| B-5124                                           | PAS-51     |
| DESIGNED BY                                      | CHECKED BY |
| ENGINEER                                         | REGISTERED |
| PRELIMINARY PLANS<br>DO NOT USE FOR CONSTRUCTION |            |

|                                                                     |               |
|---------------------------------------------------------------------|---------------|
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS               |               |
| NASH COUNTY                                                         |               |
| PROJECT: 627611                                                     | CS-4130       |
| REPLACE BRIDGES NO. 84<br>141 AND 141 OVER<br>SWIFT CREEK ON US-601 |               |
| SHEET                                                               | OF            |
| PERMIT DRAWING                                                      | SHEET 7 OF 91 |

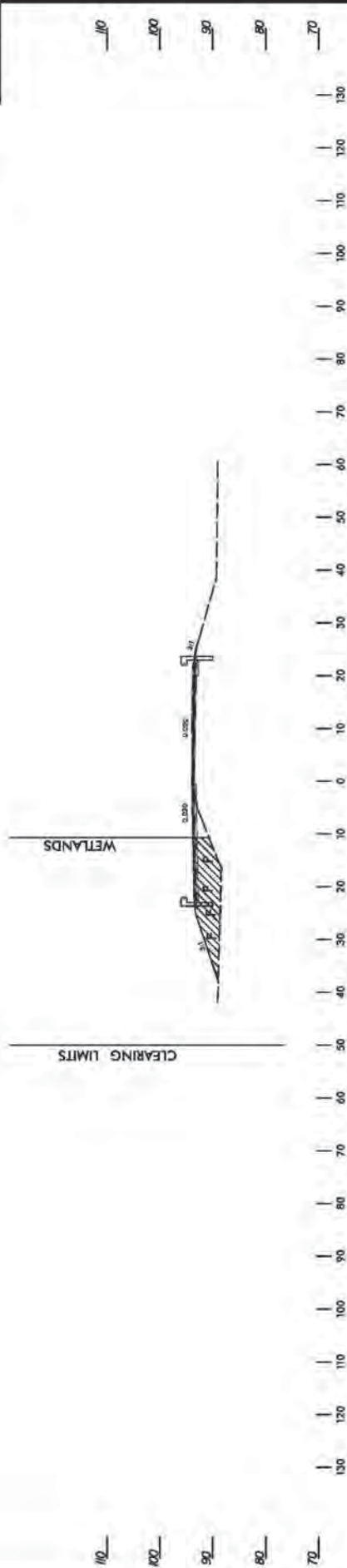






# WETLAND AND SURFACE WATER IMPACTS PERMIT

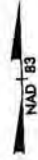
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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| PROJ. REFERENCE NO.<br>B-264                                                                                                                                                                                       | SHEET NO.<br>26 OF 27 |
| PROJECT LOCATION<br>ROADWAY<br>PROJECT NO. 0-4180<br>PROJECT: REPAIR G-4180<br>REPLACE BRIDGES NO. 41<br>14 AND 14 OVER<br>SWIFT CREEK ON US-81<br>SHEET OF<br>PERMIT DRAWING<br>SHEET 26 OF 27                    |                       |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY<br>PROJECT: REPAIR G-4180<br>REPLACE BRIDGES NO. 41<br>14 AND 14 OVER<br>SWIFT CREEK ON US-81<br>SHEET OF<br>PERMIT DRAWING<br>SHEET 26 OF 27 |                       |



SITE  
X-SECTION  
STA 19+00 -L-

LEGEND  
 DEMOTES FILL IN  
 WETLAND

# WETLAND AND SURFACE WATER IMPACTS PERMIT



R

B5



P-27

|                                                                      |            |
|----------------------------------------------------------------------|------------|
| PROJECT REFERENCE NO.                                                | SHEET NO.  |
| B-3174                                                               | 5          |
| BY SHEET NO.                                                         | HYDRAULICS |
| ROADWAY DESIGN                                                       | ENGINEER   |
| PRELIMINARY PLANS<br>FOR ANY AND ALL CONSTRUCTION                    |            |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY |            |
| PROJECT: 0327611 G-4130                                              |            |
| REPLACE BRIDGES NO. 86<br>44, AND 44 OVER<br>SWIFT CREEK ON US-901   |            |
| SHEET<br>OF<br>PERMIT DRAWING<br>SHEET 10 OF 91                      |            |

MATCH LINE SEE SHEET 6 -L- STA. 34+00.00

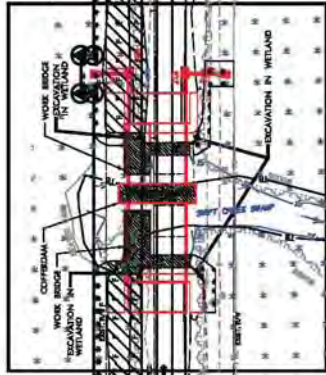
SITE 2

SEE  
GROSS  
SECTION

JOHN WHITE FISHER

US 321M 857

JOHN WHITE FISHER



SEE ENLARGED AREA  
SHEET 5A

## LEGEND

---W.L.B.--- DENOTES WETLAND BOUNDARY

DENOTES EXCAVATION  
IN WETLAND

DENOTES MECHANIZED  
CLEARING

DENOTES FILL IN  
WETLAND

DENOTES TEMPORARY  
FILL IN WETLAND

DENOTES TEMPORARY  
SURFACE WATER IMPACT

DENOTES PERMANENT  
SURFACE WATER IMPACT

PLAN VIEW  
SITE 2

B/17/99

REVISIONS

2/23/2014  
ICM ENGINEERING, INC.  
E:\projects\175015\175015.dwg  
B:\projects\175015\175015.dwg

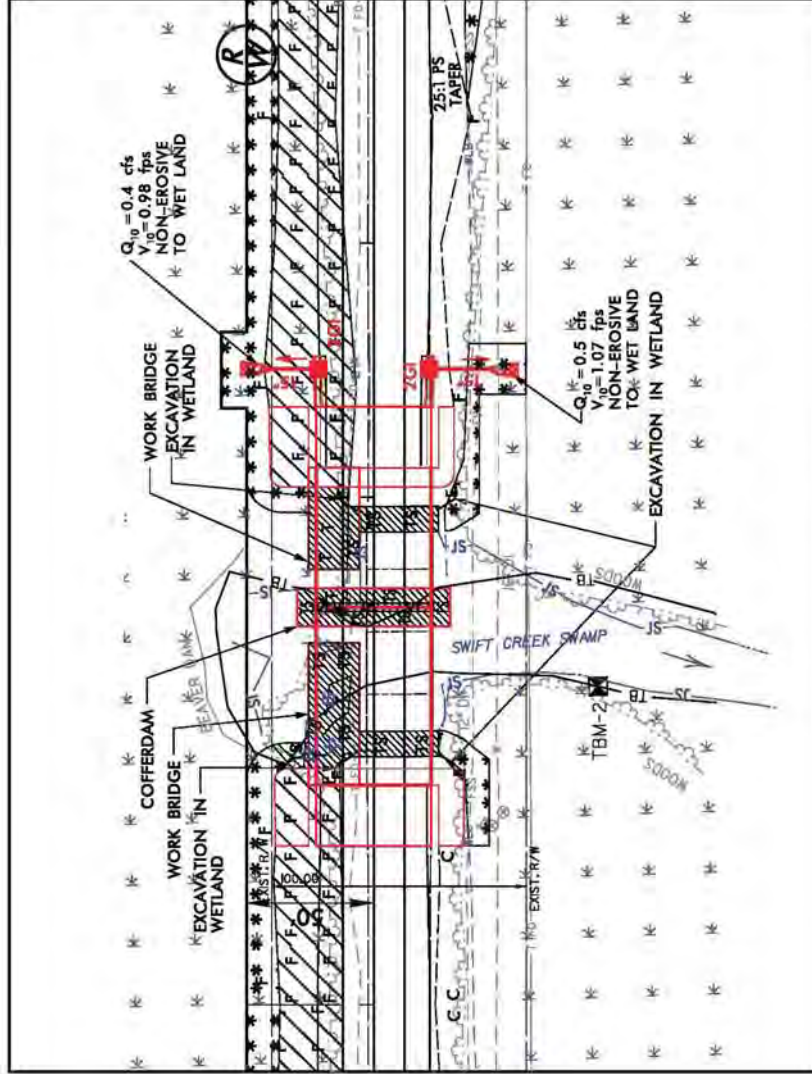


# WETLAND AND SURFACE WATER IMPACTS PERMIT

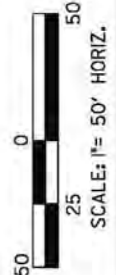
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| PROJECT REFERENCE NO.                                                | SHEET NO.           |
| B-3174                                                               | 5A                  |
| ROW SHEET NO.                                                        | HYDRAULICS ENGINEER |
| ROADWAY DESIGN ENGINEER                                              |                     |
| PRELIMINARY PLANS<br>NO IMP. USE FOR CONSTRUCTION                    |                     |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY |                     |
| PROJECT: 027611 G-513-0                                              |                     |
| REPLACE BRIDGES NO. 66<br>AND 141 OVER<br>SWIFT CREEK ON US-401      |                     |
| SHEET<br>OF<br>PERMIT DRAWING<br>SHEET 11 OF 31                      |                     |
| ENGLISH                                                              |                     |

P-28

- LEGEND**
- DENOTES WETLAND BOUNDARY
  - [Hatched] DENOTES EXCAVATION IN WETLAND
  - [Hatched] DENOTES MECHANIZED CLEARING
  - [Hatched] DENOTES FILL IN WETLAND
  - [Hatched] DENOTES TEMPORARY FILL IN WETLAND
  - [Hatched] DENOTES TEMPORARY SURFACE WATER IMPACT
  - [Hatched] DENOTES PERMANENT SURFACE WATER IMPACT



ENLARGED  
PLAN VIEW  
SITE 2

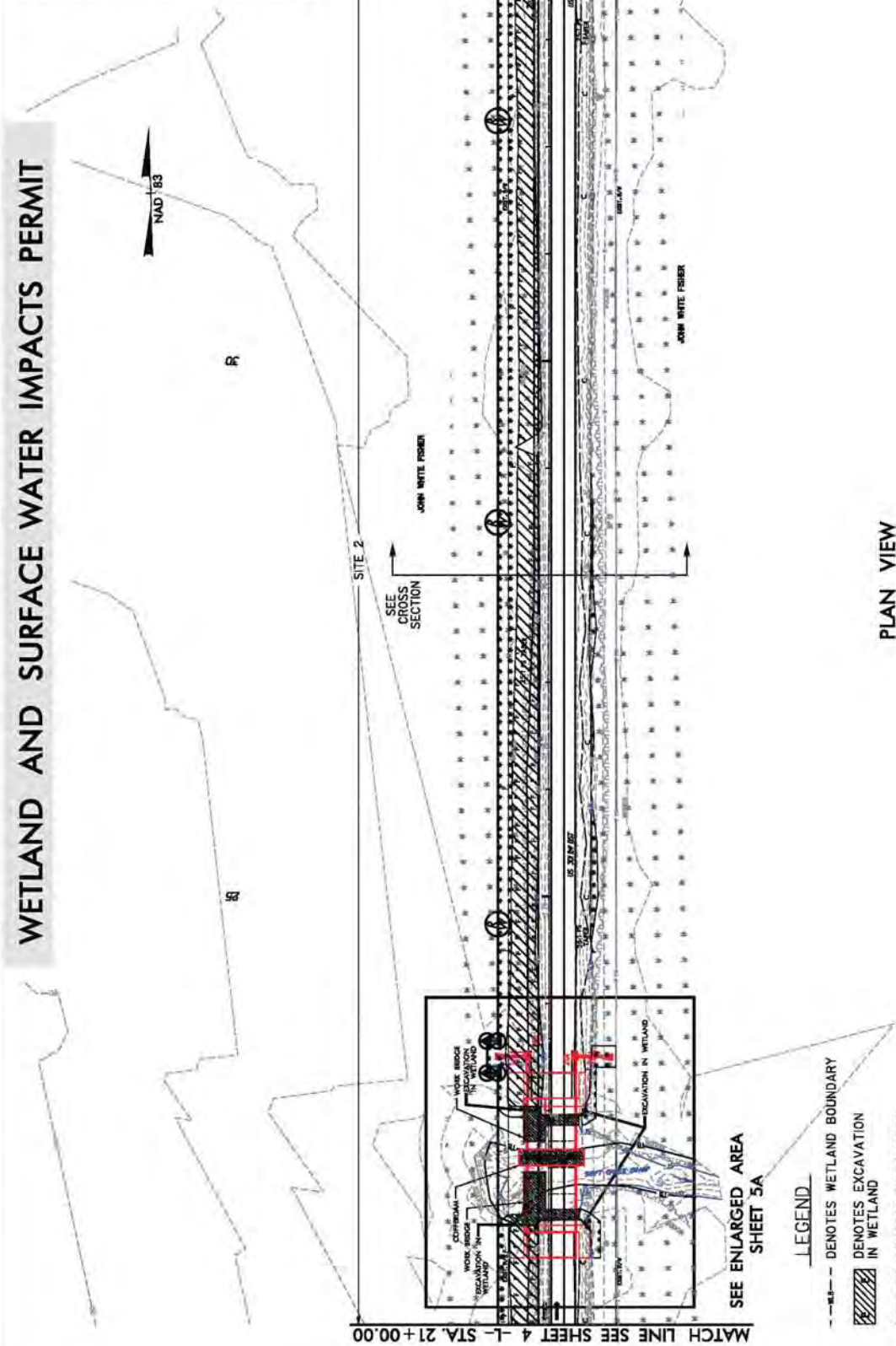


# WETLAND AND SURFACE WATER IMPACTS PERMIT

|                                                                                                                                                                                                                              |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| PROJECT REFERENCE NO.                                                                                                                                                                                                        | SHEET NO.           |
| B-3174                                                                                                                                                                                                                       | 5                   |
| ROW SHEET NO.                                                                                                                                                                                                                | HYDRAULICS ENGINEER |
| ROADWAY DESIGN ENGINEER                                                                                                                                                                                                      |                     |
| <b>PRELIMINARY PLANS</b><br>DO NOT USE FOR CONSTRUCTION                                                                                                                                                                      |                     |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY<br>PROJECT: 0227611 G-4130<br>REPLACE BRIDGES NO. 14<br>14. LAND IN OVER<br>SWIFT CREEK ON US-401<br>SHEET 12 OF 51<br>PERMIT DRAWING<br>SHEET 12 OF 51 |                     |



P-29



- LEGEND**
- DENOTES WETLAND BOUNDARY
  - [Hatched Pattern] DENOTES EXCAVATION IN WETLAND
  - [Pattern with dots] DENOTES MECHANIZED CLEARING
  - [Hatched Pattern] DENOTES FILL IN WETLAND
  - [Hatched Pattern] DENOTES TEMPORARY FILL IN WETLAND
  - [Hatched Pattern] DENOTES TEMPORARY SURFACE WATER IMPACT
  - [Hatched Pattern] DENOTES PERMANENT SURFACE WATER IMPACT

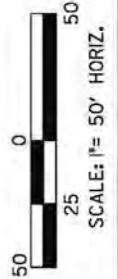
PLAN VIEW  
SITE 2

MATCH LINE SEE SHEET 6 -L- STA. 34+00.00

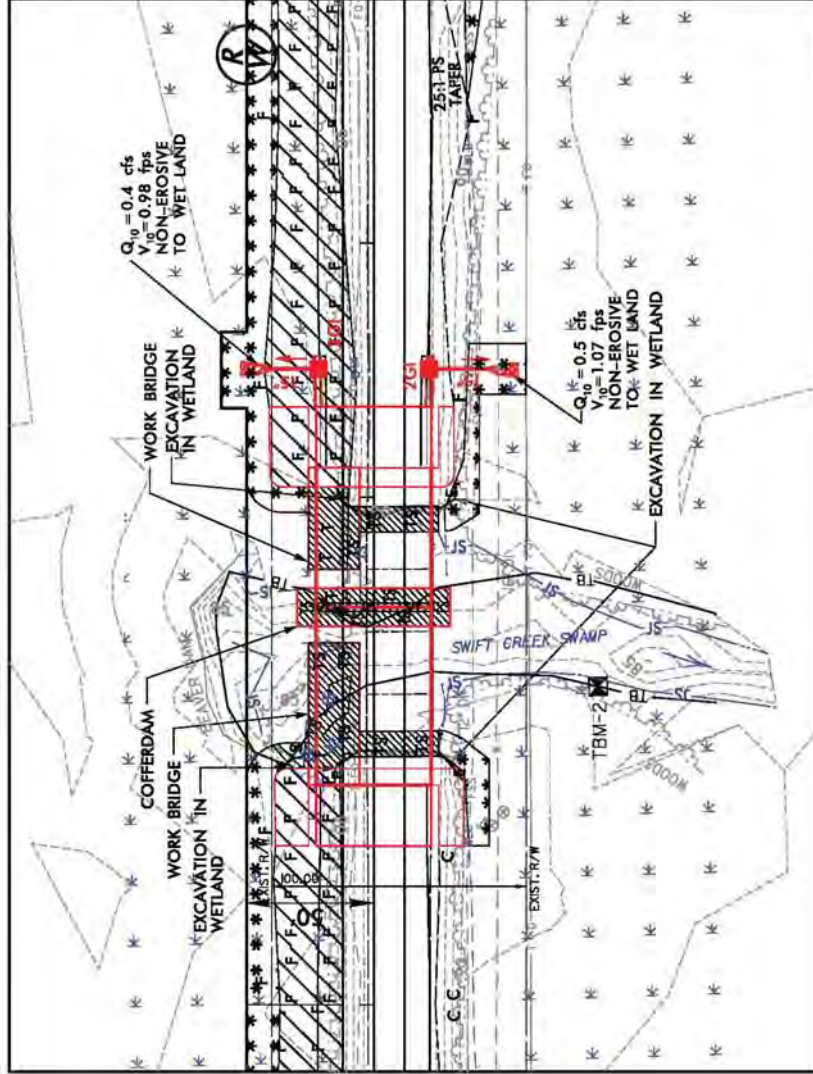
MATCH LINE SEE SHEET 4 -L- STA. 21+00.00



# WETLAND AND SURFACE WATER IMPACTS PERMIT



ENLARGED  
PLAN VIEW  
SITE 2



- LEGEND**
- DENOTES WETLAND BOUNDARY
  - [Hatched pattern] DENOTES EXCAVATION IN WETLAND
  - [Pattern with asterisks] DENOTES MECHANIZED CLEARING
  - [Hatched pattern] DENOTES FILL IN WETLAND
  - [Hatched pattern] DENOTES TEMPORARY FILL IN WETLAND
  - [Hatched pattern] DENOTES TEMPORARY SURFACE WATER IMPACT
  - [Hatched pattern] DENOTES PERMANENT SURFACE WATER IMPACT

P-30

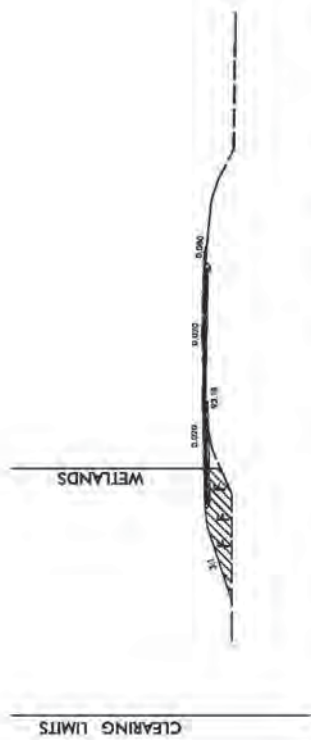
|                                                                                                                                                                                                                            |                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| PROJECT REFERENCE NO.<br>B-3174                                                                                                                                                                                            | SHEET NO.<br>5A        |
| ROADWAY DESIGN<br>ENGINEER                                                                                                                                                                                                 | HYDRAULICS<br>ENGINEER |
| <b>PRELIMINARY PLANS</b><br><small>DO NOT USE FOR CONSTRUCTION</small>                                                                                                                                                     |                        |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY<br>PROJECT #227611 GS-413-0<br>REPLACE BRIDGES NO. 64<br>141 AND 141 OVER<br>SWIFT CREEK ON US-401<br>SHEET<br>OF<br>PERMIT DRAWING<br>SHEET 13 OF 51 |                        |



REVISIONS

# WETLAND AND SURFACE WATER IMPACTS PERMIT

|                                                                                                                                                                                                                              |                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| PROJ. REFERENCE NO.<br>B-584                                                                                                                                                                                                 | SHEET NO.<br>25 SITE 2 |
| PRELIMINARY PLANS<br>SEE SITE PLAN FOR CONSTRUCTION                                                                                                                                                                          |                        |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY<br>PROJECT: CYPRESS G-1840<br>REPLACE BRIDGES NO. 84,<br>141, AND 141 OVER<br>SWIFT CREEK ON US-281<br>SHEET OF<br>PERMIT DRAWING<br>SHEET ____ OF ____ |                        |



SITE 2  
X-SECTION  
STA 28+00 -L-

LEGEND  
 Hatched pattern denotes fill in wetlands



# WETLAND AND SURFACE WATER IMPACTS PERMIT

|                                                                                                                                                                                                                        |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| PROJECT REFERENCE NO.                                                                                                                                                                                                  | SHEET NO.           |
| B-3174                                                                                                                                                                                                                 | 6                   |
| ROW SHEET NO.                                                                                                                                                                                                          | HYDRAULICS ENGINEER |
| ROADWAY DESIGN ENGINEER                                                                                                                                                                                                |                     |
| <b>PRELIMINARY PLANS</b><br>FOR THE USE OF THE PERMITTING AGENCY                                                                                                                                                       |                     |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY<br>PROJECT: 0527611 G-4130<br>REPLACE BRIDGES NO. 84<br>14. LAND IN OVER<br>SWIFT CREEK ON US-401<br>SHEET OF<br>PERMIT DRAWING<br>SHEET 15 OF 51 |                     |



P-32



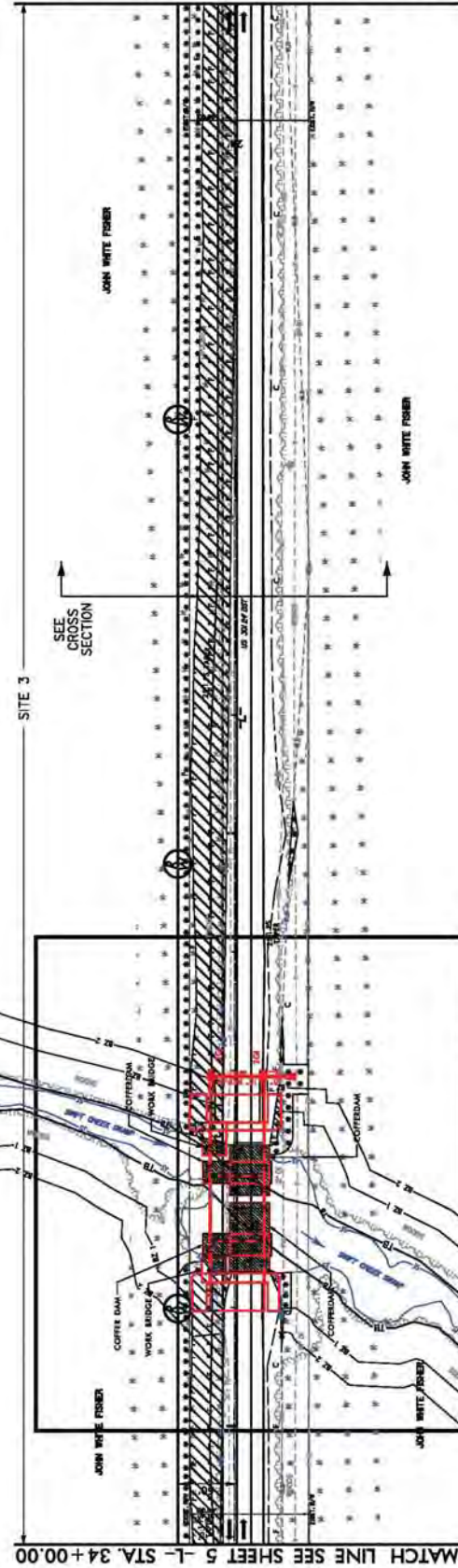
♀

♀

♀

MATCH LINE SEE SHEET 7 -L- STA. 47+00.00

MATCH LINE SEE SHEET 5 -L- STA. 34+00.00



## LEGEND

- - - - - DENOTES WETLAND BOUNDARY
- [Hatched Box] DENOTES EXCAVATION IN WETLAND
- [Box with \* \* \*] DENOTES MECHANIZED CLEARING
- [Hatched Box] DENOTES FILL IN WETLAND
- [Hatched Box] DENOTES TEMPORARY FILL IN WETLAND
- [Hatched Box] DENOTES TEMPORARY SURFACE WATER IMPACT
- [Hatched Box] DENOTES PERMANENT SURFACE WATER IMPACT

PLAN VIEW  
SITE 3





# WETLAND AND SURFACE WATER IMPACTS PERMIT

AD-83

MATCH LINE SEE SHEET 5 -L- STA. 34+00.00

SITE 3

SEE  
CROSS  
SECTIONSEE ENLARGED AREA  
SHEET 6APLAN VIEW  
SITE 3

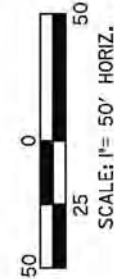
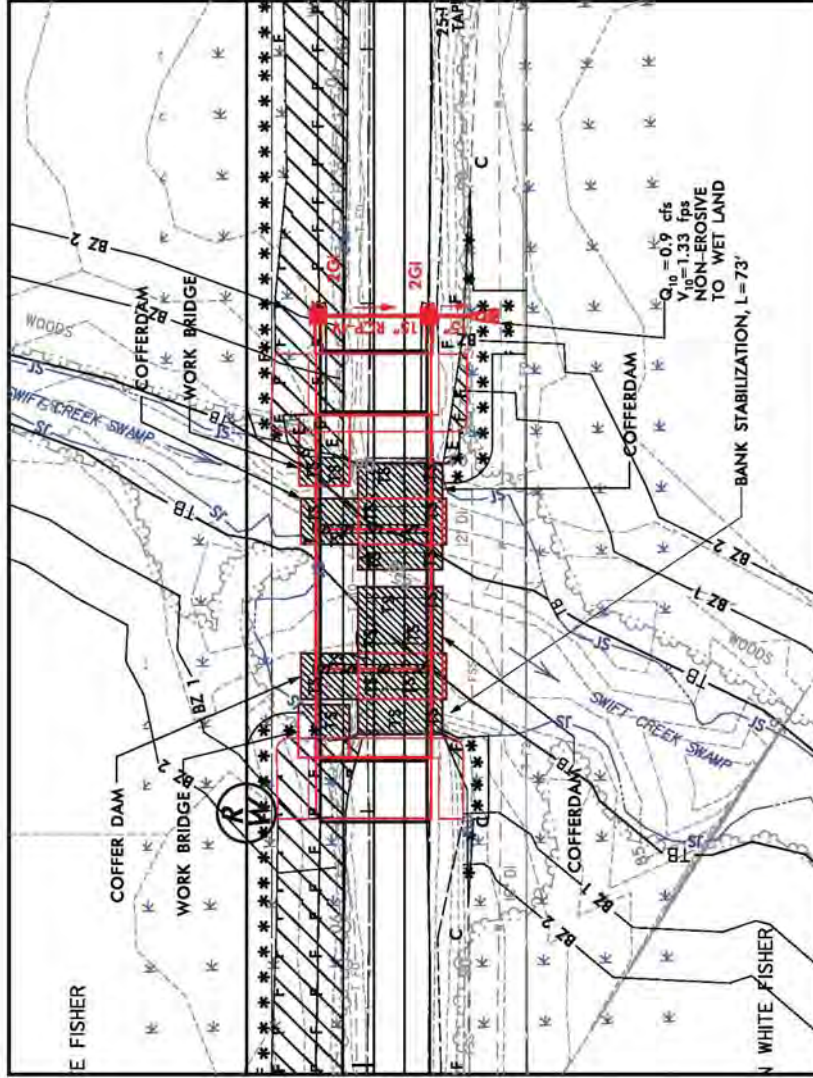
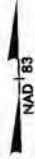
MATCH LINE SEE SHEET 7 -L- STA. 47+00.00

LEGEND

- |                                                                                     |                                           |
|-------------------------------------------------------------------------------------|-------------------------------------------|
|  | DENOTES WETLAND BOUNDARY                  |
|  | DENOTES EXCAVATION<br>IN WETLAND          |
|  | DENOTES MECHANIZED<br>CLEARING            |
|  | DENOTES FILL IN<br>WETLAND                |
|  | DENOTES TEMPORARY<br>FILL IN WETLAND      |
|  | DENOTES TEMPORARY<br>SURFACE WATER IMPACT |
|  | DENOTES PERMANENT<br>SURFACE WATER IMPACT |



# WETLAND AND SURFACE WATER IMPACTS PERMIT



ENLARGED  
PLAN VIEW  
SITE 3

- LEGEND**
- W.B. --- DENOTES WETLAND BOUNDARY
  - [Hatched Box] DENOTES EXCAVATION IN WETLAND
  - [Box with \*] DENOTES MECHANIZED CLEARING
  - [Hatched Box] DENOTES FILL IN WETLAND
  - [Hatched Box] DENOTES TEMPORARY FILL IN WETLAND
  - [Hatched Box] DENOTES TEMPORARY SURFACE WATER IMPACT
  - [Hatched Box] DENOTES PERMANENT SURFACE WATER IMPACT

P-35

|                                                                      |                     |
|----------------------------------------------------------------------|---------------------|
| PROJECT REFERENCE NO.                                                | SHEET NO.           |
| B-3174                                                               | 6A                  |
| BY SHEET NO.                                                         | HYDRAULICS ENGINEER |
| ROADWAY DESIGN ENGINEER                                              |                     |
| PRELIMINARY PLANS<br>FOR THE USE OF THE PERMITTING AGENCY            |                     |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY |                     |
| PROJECT: 027011 G-4130                                               |                     |
| REPLACE BRIDGES NO. 84, 14, AND 14 OVER SWIFT CREEK ON US-401        |                     |
| SHEET 13 OF 51                                                       |                     |
| PERMIT DRAWING                                                       |                     |

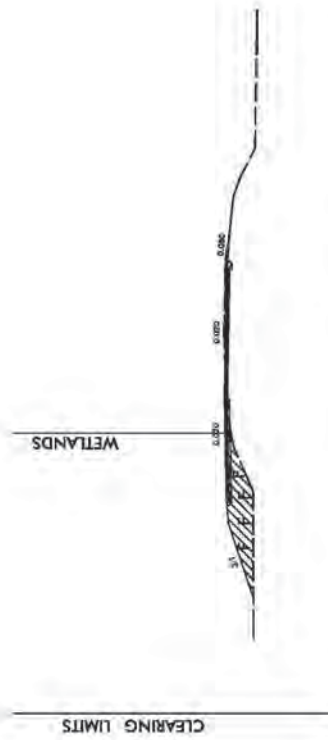






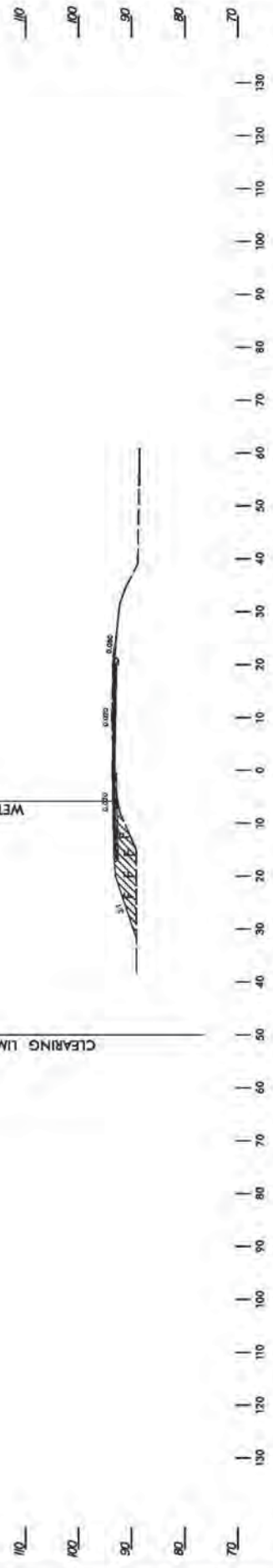
# WETLAND AND SURFACE WATER IMPACTS PERMIT

|                                                                                                                                                                                                                   |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| PROJ. REFERENCE NO.<br>B-584                                                                                                                                                                                      | SHEET NO.<br>SITE 3 |
| PRELIMINARY PLANS<br>SEE SITE PLAN FOR CONSTRUCTION                                                                                                                                                               |                     |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY<br>PROJECT: C-2011 08-010<br>REPLACE BRIDGES NO. 84,<br>141, AND 141 OVER<br>SWIFT CREEK ON US-281<br>SHEET OF<br>PERMIT DRAWING<br>SHEET OF |                     |



SITE 3  
X-SECTION  
STA 42+00 -L-

LEGEND  
HATCHED AREA  
DENOTES FILL IN  
WETLAND

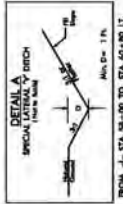
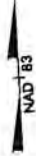




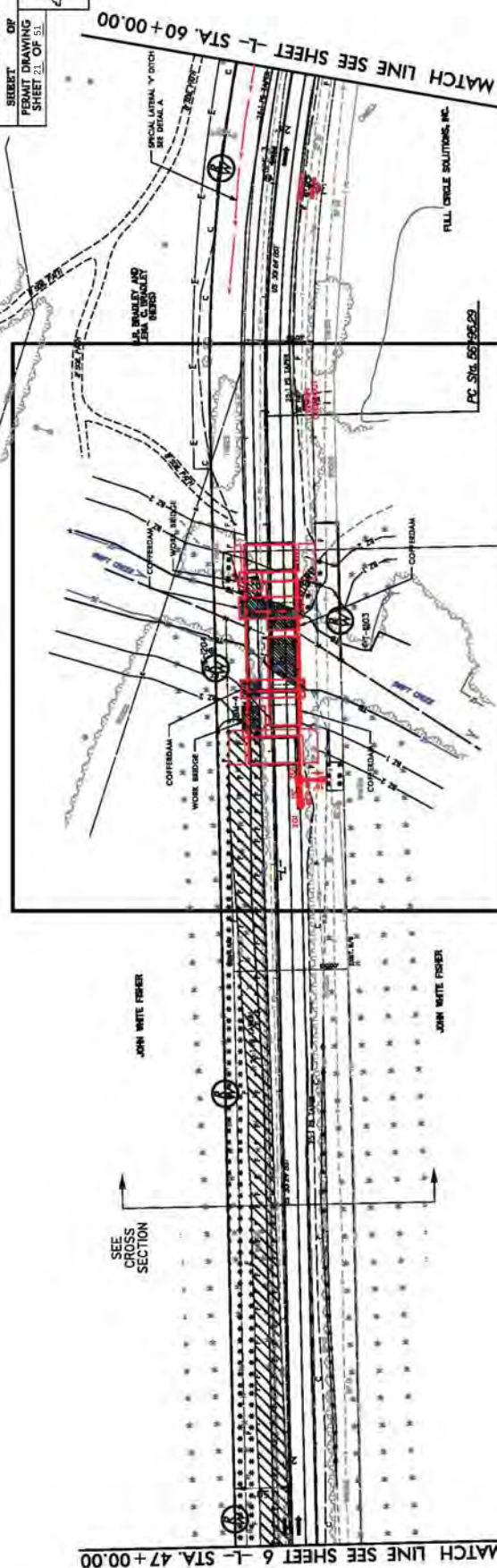
# WETLAND AND SURFACE WATER IMPACTS PERMIT

P-38

|                                                                                               |            |
|-----------------------------------------------------------------------------------------------|------------|
| PROJECT REFERENCE NO.                                                                         | SHEET NO.  |
| B-5174                                                                                        | 7          |
| BY SHEET NO.                                                                                  | HYDRAULICS |
| ROADWAY DESIGN                                                                                | ENGINEER   |
| PRELIMINARY PLANS<br>FOR THE USE OF THE<br>CONSTRUCTION                                       |            |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY                          |            |
| PROJECT: 0327011 G-4130<br>REPLACE BRIDGES NO. 84<br>14, AND 14 OVER<br>SWIFT CREEK ON US-601 |            |
| SHEET<br>OF<br>PERMIT DRAWING<br>SHEET 21 OF 31                                               |            |
| ENGLISH                                                                                       |            |



8



SEE ENLARGED AREA  
SHEET 7A

SITE 4

## LEGEND

- DENOTES WETLAND BOUNDARY
- [Hatched Box] DENOTES EXCAVATION IN WETLAND
- [Star Pattern Box] DENOTES MECHANIZED CLEARING
- [Diagonal Lines Box] DENOTES FILL IN WETLAND
- [Cross-hatch Box] DENOTES TEMPORARY FILL IN WETLAND
- [Diagonal Lines Box] DENOTES TEMPORARY SURFACE WATER IMPACT
- [Cross-hatch Box] DENOTES PERMANENT SURFACE WATER IMPACT

PLAN VIEW  
SITE 4

REVISIONS  
REV. REVISION (APRIL 1, 2014) CONSTRUCTION EASEMENT ADDED TO PARCEL 3 FROM - STA. 58+50 TO 63+43 LT. HW

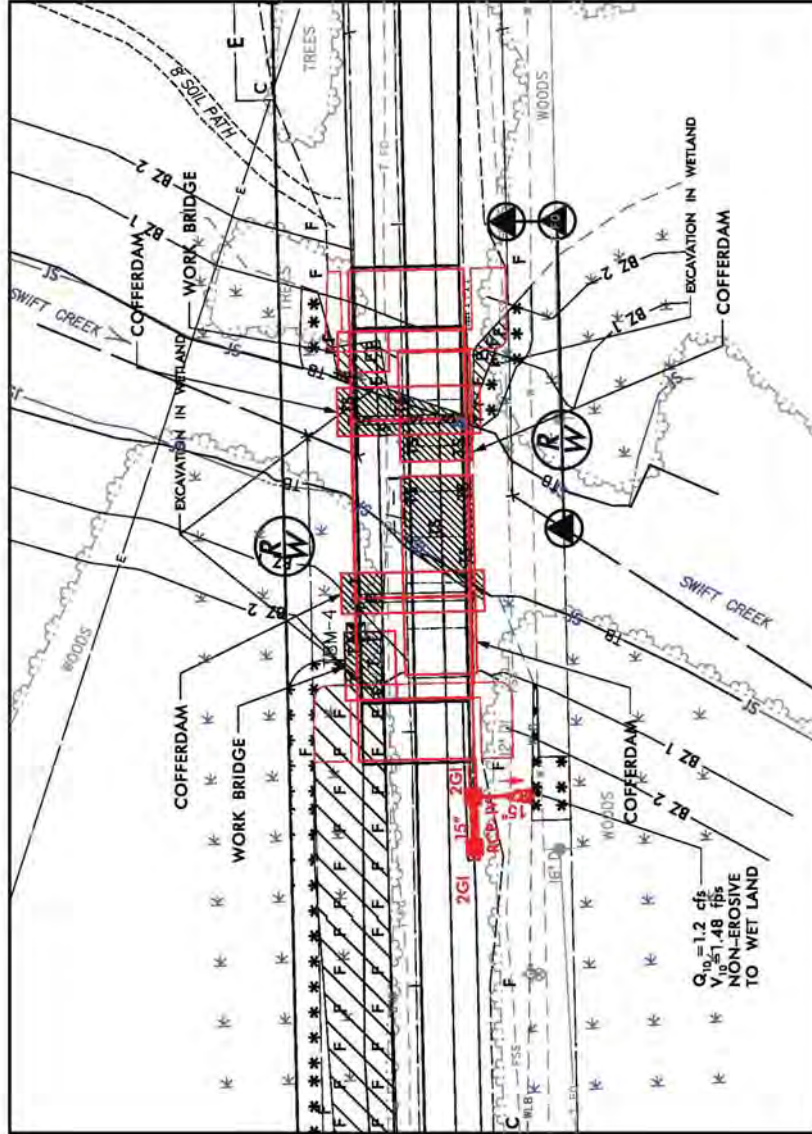
7/2/2014  
KCA ENGINEERING, INC.  
B:\projects\1700170\1700170.dwg  
B:\projects\1700170\1700170.dwg

# WETLAND AND SURFACE WATER IMPACTS PERMIT

P-39



ENLARGED  
PLAN VIEW  
SITE 4



## LEGEND

- denotes wetland boundary
- [diagonal lines] denotes excavation in wetland
- [dotted pattern] denotes mechanized clearing
- [diagonal lines with dots] denotes fill in wetland
- [horizontal lines] denotes temporary fill in wetland
- [diagonal lines with dots] denotes temporary surface water impact
- [diagonal lines with dots] denotes permanent surface water impact

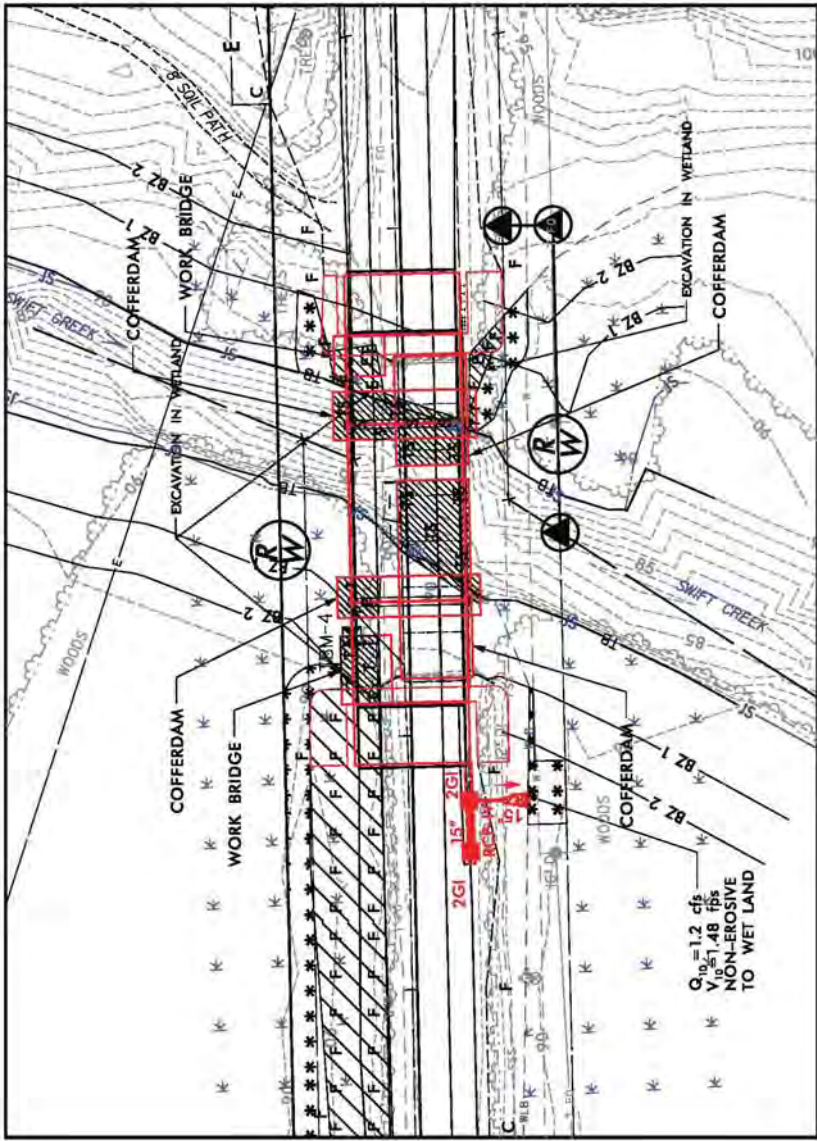
|                                                                      |                     |
|----------------------------------------------------------------------|---------------------|
| PROJECT REFERENCE NO.                                                | SHEET NO.           |
| B-3174                                                               | 7A                  |
| ROW SHEET NO.                                                        | HYDRAULICS ENGINEER |
| ROADWAY DESIGN ENGINEER                                              |                     |
| PRELIMINARY PLANS<br>DO NOT USE FOR CONSTRUCTION                     |                     |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY |                     |
| PROJECT: 0257011 G-4130                                              |                     |
| REPLACE BRIDGES NO. 14, 14.1 AND 14.2 OVER SWIFT CREEK ON US-401     |                     |
| SHEET OF 51                                                          |                     |
| PERMIT DRAWING SHEET 22 OF 51                                        |                     |







# WETLAND AND SURFACE WATER IMPACTS PERMIT



ENLARGED  
PLAN VIEW  
SITE 4



- LEGEND**
- DENOTES WETLAND BOUNDARY
  - [Hatched pattern] DENOTES EXCAVATION IN WETLAND
  - [Star pattern] DENOTES MECHANIZED CLEARING
  - [Diagonal lines] DENOTES FILL IN WETLAND
  - [Cross-hatched pattern] DENOTES TEMPORARY FILL IN WETLAND
  - [Diagonal lines] DENOTES TEMPORARY SURFACE WATER IMPACT
  - [Cross-hatched pattern] DENOTES PERMANENT SURFACE WATER IMPACT

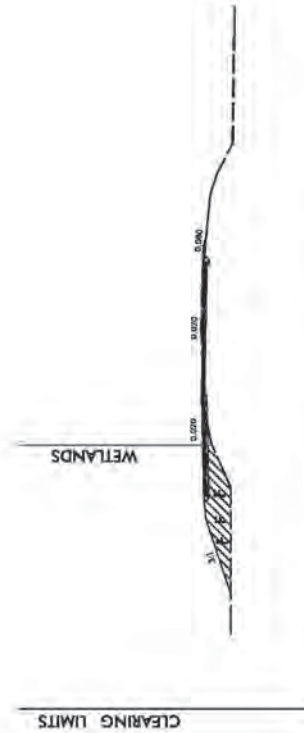
|                                                                                           |                     |
|-------------------------------------------------------------------------------------------|---------------------|
| PROJECT REFERENCE NO.                                                                     | SHEET NO.           |
| B-3174                                                                                    | 7A                  |
| ROW SHEET NO.                                                                             | HYDRAULICS ENGINEER |
| ROADWAY DESIGN ENGINEER                                                                   |                     |
| PRELIMINARY PLANS<br>DO NOT USE FOR CONSTRUCTION                                          |                     |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY                      |                     |
| PROJECT: 0257011 G-4130<br>REPLACE BRIDGES NO. 14, 14A AND 14A OVER SWIFT CREEK ON US-401 |                     |
| SHEET OF<br>PERMIT DRAWING<br>SHEET 24 OF 51                                              |                     |
| ENGLISH                                                                                   |                     |



# WETLAND AND SURFACE WATER IMPACTS PERMIT

|                                                                                                                                                                                                                    |                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| PROJ. REFERENCE NO.<br>B-204                                                                                                                                                                                       | SHEET NO.<br>SHEET 4 |
| PRELIMINARY PLANS<br>AS NOTED ON THE CONSTRUCTION                                                                                                                                                                  |                      |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY<br>PROJECT: REPAIR G-6140<br>REPLACE BRIDGES NO. 4,<br>14, AND 14 OVER<br>SWIFT CREEK ON US-321<br>SHEET OF<br>PERMIT DRAWING<br>SHEET 4 OF 4 |                      |

ENGLISH



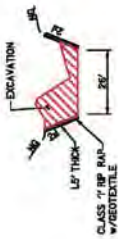
SITE 4  
X-SECTION  
STA 50+00 -L-

LEGEND  
 DENOTES FILL IN  
 DENOTES WETLAND

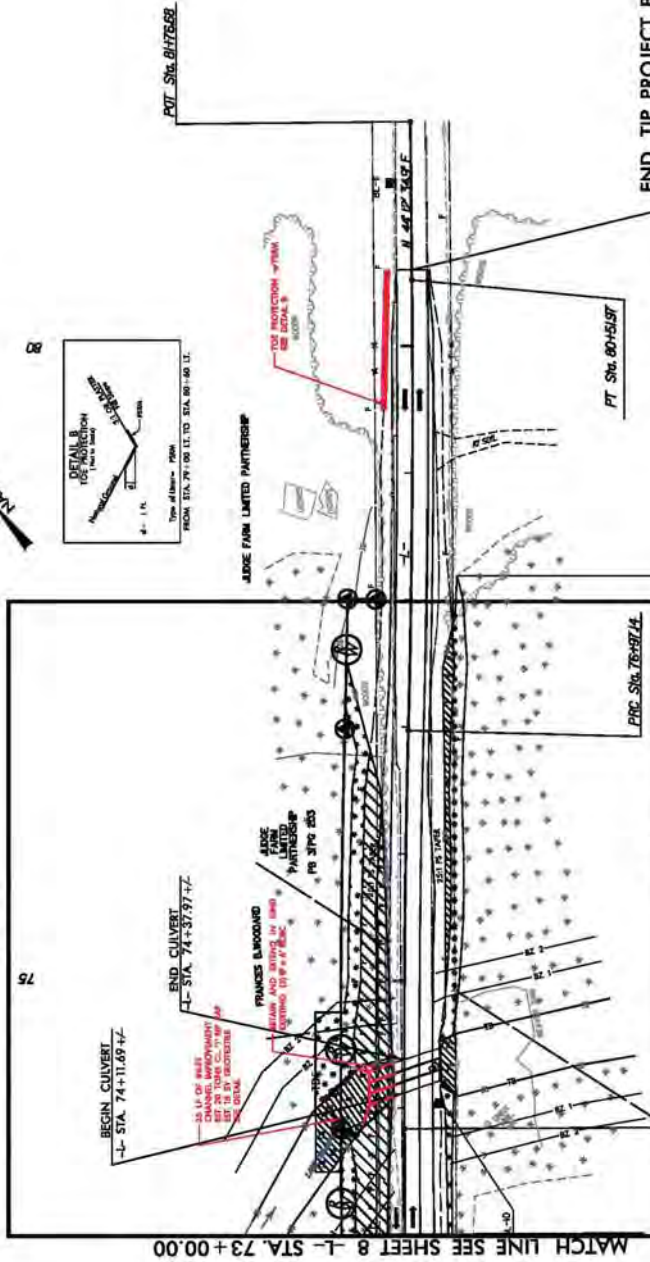




# WETLAND AND SURFACE WATER IMPACTS PERMIT



161 INLET CHANNEL  
 LOOKING DOWNSTREAM  
 NOT TO SCALE



SEE ENLARGED AREA  
 SHEET 9A

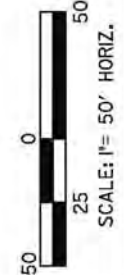
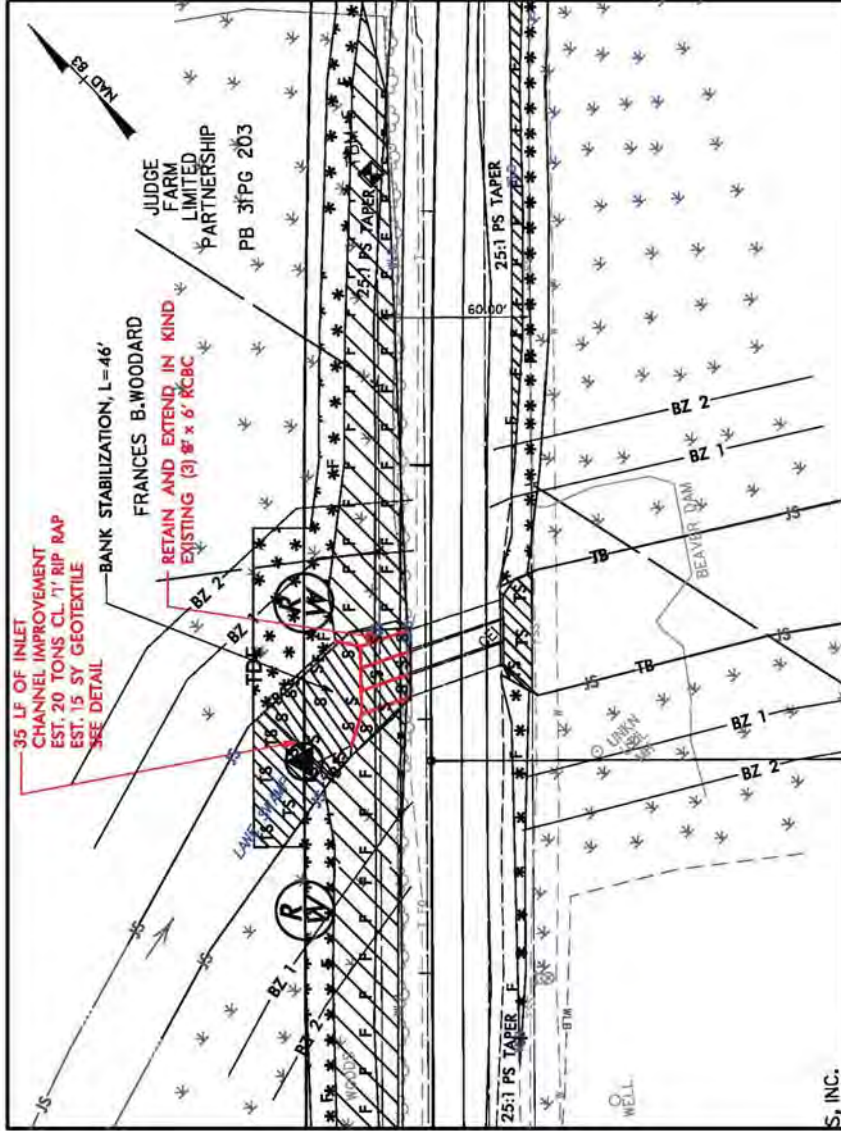
PLAN VIEW  
 SITE 5

- LEGEND**
- - - - - DENOTES WETLAND BOUNDARY
  - [Hatched Box] DENOTES EXCAVATION IN WETLAND
  - [Hatched Box] DENOTES FILL IN WETLAND
  - [Hatched Box] DENOTES PERMANENT SURFACE WATER IMPACT
  - [Hatched Box] DENOTES TEMPORARY SURFACE WATER IMPACT
  - [Hatched Box] DENOTES MECHANIZED CLEARING

|                                                          |                        |
|----------------------------------------------------------|------------------------|
| PROJECT REFERENCE NO.                                    | 9                      |
| PROJECT NO.                                              | B-5124                 |
| ENGINEER                                                 | ROADWAY DESIGN         |
| PRELIMINARY PLANS                                        | IN NOT FOR PERMITS     |
| N. C. DEPT. OF TRANSPORTATION                            | DIVISION OF HIGHWAYS   |
| NASH COUNTY                                              | PROJECT 0327011 G-4130 |
| REPLACE BRIDGES NO. 14 AND 14 OVER SWIFT CREEK ON US-401 |                        |
| SHEET 22 OF 31                                           | PERMIT DRAWING         |



# WETLAND AND SURFACE WATER IMPACTS PERMIT



ENLARGED  
PLAN VIEW  
SITE 5

## LEGEND

- W.L.B.--- DENOTES WETLAND BOUNDARY
- [Hatched pattern] DENOTES EXCAVATION IN WETLAND
- [Hatched pattern] DENOTES FILL IN WETLAND
- [Hatched pattern] DENOTES PERMANENT SURFACE WATER IMPACT
- [Hatched pattern] DENOTES TEMPORARY SURFACE WATER IMPACT
- [Checkered pattern] DENOTES MECHANIZED CLEARING

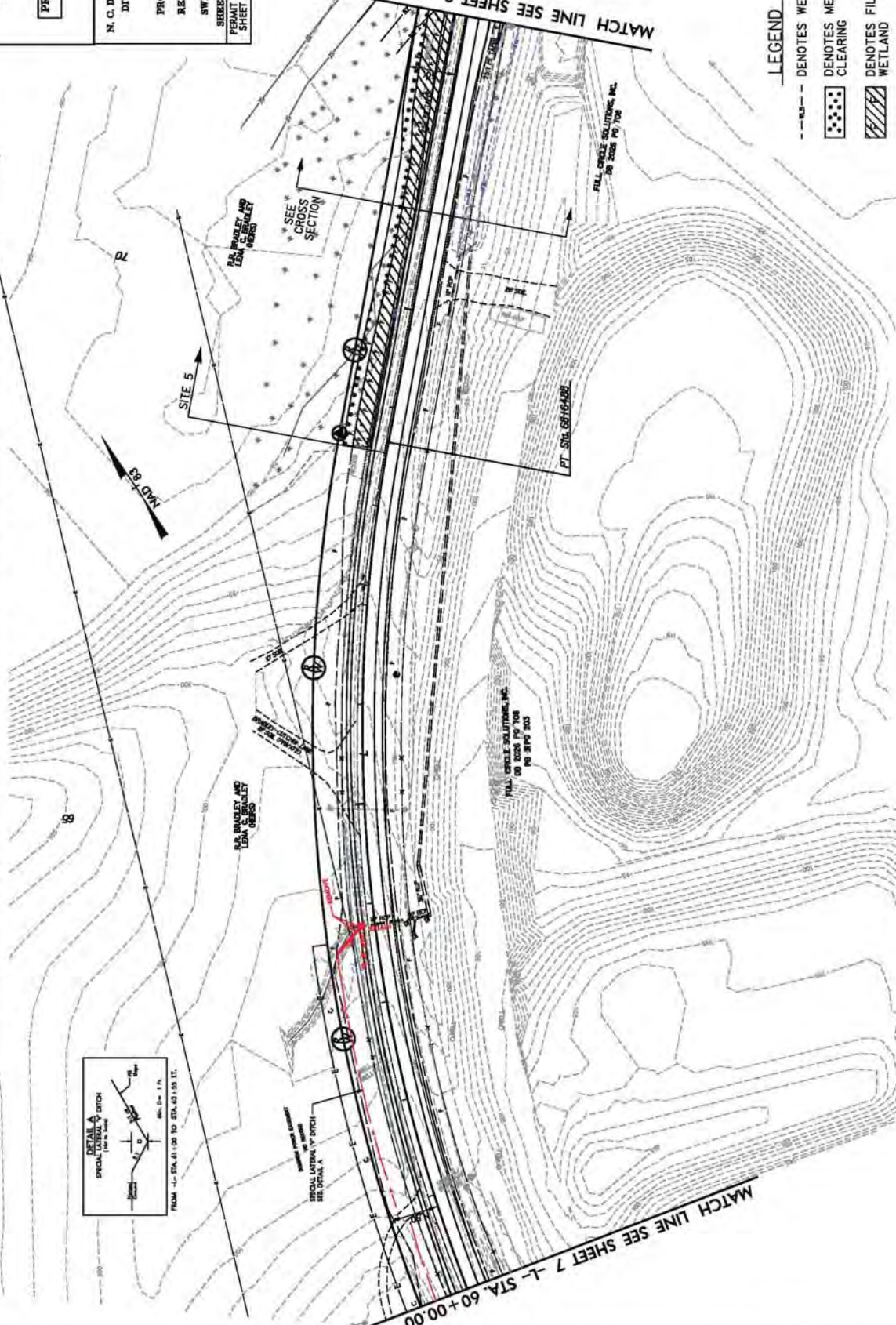
P-45

|                                                                      |                        |
|----------------------------------------------------------------------|------------------------|
| PROJECT REFERENCE NO.<br>B-3174                                      | SHEET NO.<br>9A        |
| ROW SHEET NO.<br>B-3174                                              | HYDRAULICS<br>ENGINEER |
| PRELIMINARY PLANS<br>FOR THE PERMIT APPLICATION                      |                        |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY |                        |
| PROJECT: 027011 G-4130                                               |                        |
| REPLACE BRIDGES NO. 14, 14.1 AND 14.2 OVER SWIFT CREEK ON US-901     |                        |
| SHEET 9A OF 91                                                       |                        |
| PERMIT DRAWING SHEET 28 OF 51                                        |                        |





PLAN VIEW  
SITE 5



**LEGEND**

|          |            |            |             |
|----------|------------|------------|-------------|
| -- R3 -- | DENOTES WE | DENOTES ME | DENOTES FIL |
|          |            | CLEARING   | WETLAND     |
|          |            |            |             |
|          |            |            |             |

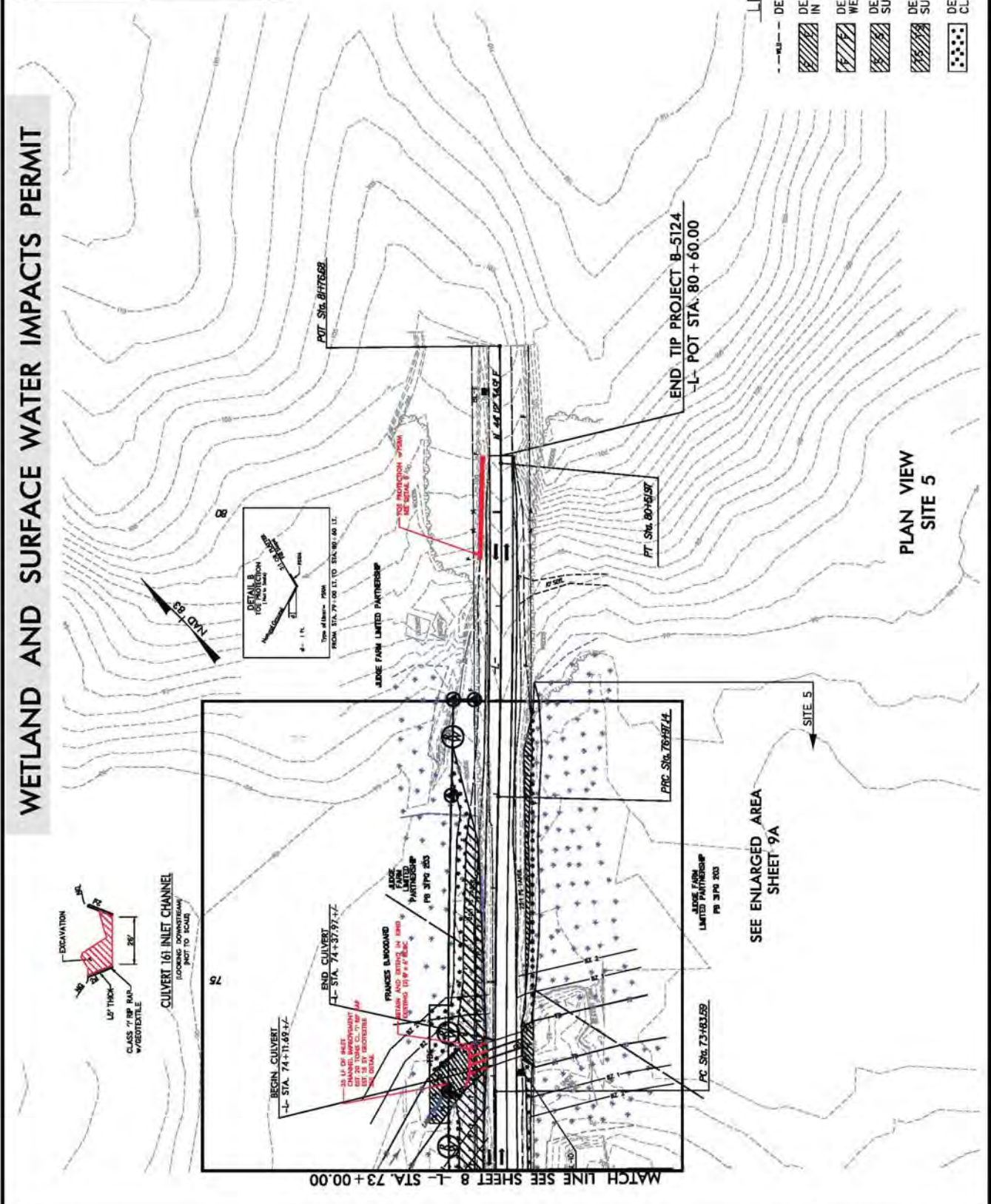
REVISIONS

ICA ENGINEERING, INC.  
4/2/2014  
E:\projects\15000\15000\15000.dgn

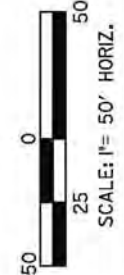
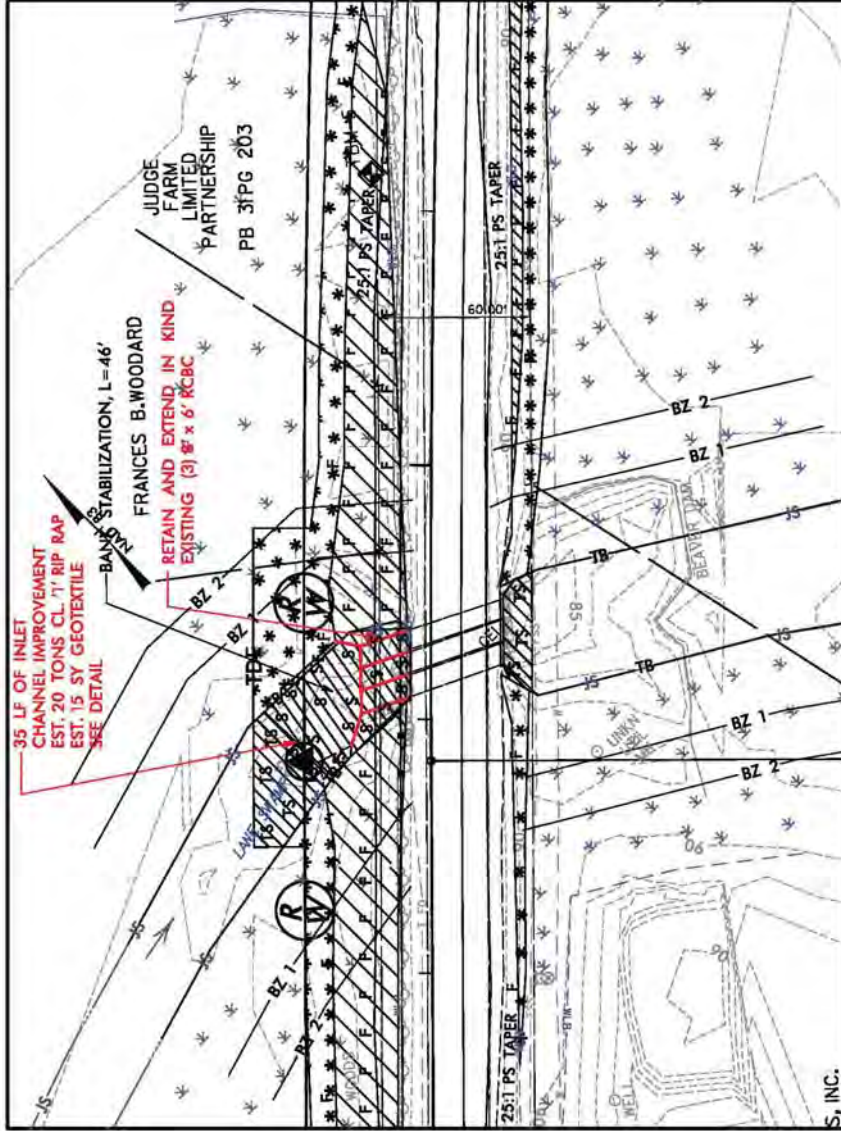


|                                                                                               |            |
|-----------------------------------------------------------------------------------------------|------------|
| PROJECT REFERENCE NO.                                                                         | SHEET NO.  |
| B-5124                                                                                        | 9          |
| BY SHEET NO.                                                                                  | HYDRAULICS |
| ROADWAY DESIGN                                                                                | ENGINEER   |
| PRELIMINARY PLANS<br>DO NOT USE FOR CONSTRUCTION                                              |            |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY                          |            |
| PROJECT: 0327611 G-4130<br>REPLACE BRIDGES NO. 14<br>14, AND IN OVER<br>SWIFT CREEK ON US-401 |            |
| SHEET<br>OF<br>PERMIT DRAWING<br>SHEET OF 51                                                  |            |

P-47



# WETLAND AND SURFACE WATER IMPACTS PERMIT



ENLARGED  
PLAN VIEW  
SITE 5

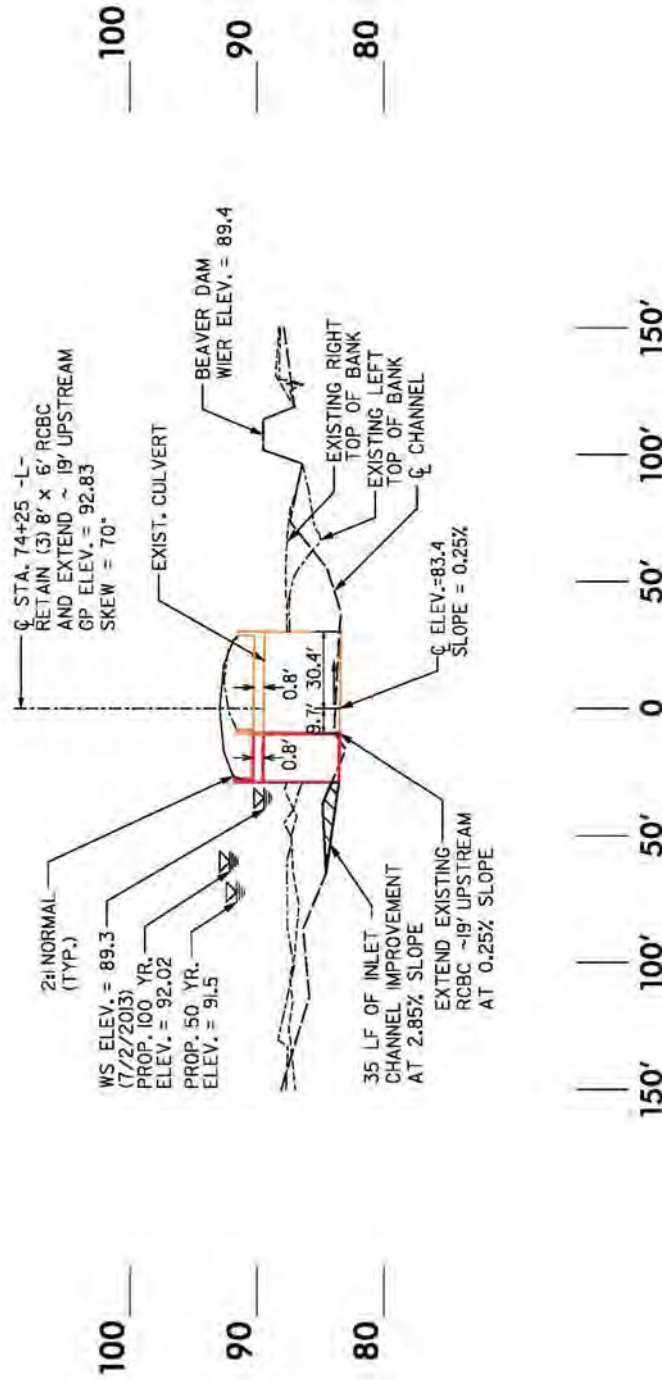
- LEGEND**
- W.L.B. --- DENOTES WETLAND BOUNDARY
  - [Hatched Box] DENOTES EXCAVATION IN WETLAND
  - [Hatched Box] DENOTES FILL IN WETLAND
  - [Hatched Box] DENOTES PERMANENT SURFACE WATER IMPACT
  - [Hatched Box] DENOTES TEMPORARY SURFACE WATER IMPACT
  - [Dotted Box] DENOTES MECHANIZED CLEARING

|                                                                                                                                                                                                                          |                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| PROJECT REFERENCE NO.<br>B-3174                                                                                                                                                                                          | SHEET NO.<br>9A        |
| ROW SHEET NO.<br>B-3174                                                                                                                                                                                                  | HYDRAULICS<br>ENGINEER |
| <b>PRELIMINARY PLANS</b><br><small>DO NOT USE FOR CONSTRUCTION</small>                                                                                                                                                   |                        |
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS<br>NASH COUNTY<br>PROJECT: 027611 G-4130<br>REPLACE BRIDGES NO. 14<br>14. AND 14. OVER<br>SWIFT CREEK ON US-401<br>SHEET<br>OF<br>PERMIT DRAWING<br>SHEET 91 OF 91 |                        |
|                                                                                                                                                                                                                          |                        |





# WETLAND AND SURFACE WATER IMPACTS PERMIT



SITE 5  
PROFILE ALONG STRUCTURE  
STA 74+25 -L-

P-50

|                                                         |                                       |
|---------------------------------------------------------|---------------------------------------|
| PROJECT NUMBER: <b>B-5124</b>                           | SHEET NO.: <b>PAS-55</b>              |
| DESIGNED BY: <b>ENGINEER</b>                            | CHECKED BY: <b>HYDRAULIC ENGINEER</b> |
| <b>PRELIMINARY PLANS</b><br>DO NOT USE FOR CONSTRUCTION |                                       |

|                                                                 |                 |
|-----------------------------------------------------------------|-----------------|
| N. C. DEPT. OF TRANSPORTATION<br>DIVISION OF HIGHWAYS           |                 |
| NAME: <b>COUNTY</b>                                             |                 |
| PROJECT: <b>627611</b>                                          | IS: <b>4134</b> |
| REPLACE BRIDGES NO. 84, 141, AND 141 OVER SWIFT CREEK ON US-401 |                 |
| SHEET OF <b>13</b>                                              | PERMIT DRAWING  |





## PHASE 2 CONSTRUCTION SEQUENCE

(ROAD CLOSURE - MAINTENANCE OF TRAFFIC VIA OFFSITE DETOUR.)

1. CONSTRUCT SPECIAL STILLING BASIN (40' X 25') FOR PUMPED EFFLUENT FROM PUMP STATION.
2. INSTALL IMPERVIOUS DIKES WHILE MAINTAINING FLOW THROUGH NORTHERN MOST BARREL.
3. DRYWATER WORK AREA.
4. EXTEND CULVERT BARRELS (2) AND INSTALL HEADWALLS BACKFILL CULVERT.
5. INSTALL 35' LT OF INLET CHANNEL IMPROVEMENT.
6. STABILIZE THE CHANNEL BANK.
7. REMOVE IMPERVIOUS DIKES.

35 LF OF INLET  
CHANNEL IMPROVEMENT  
EST. 20 TONS CL. 1' RIP RAP  
EST. 15 SY GEOTEXTILE  
SEE DETAIL

RETAIN AND EXTEND IN KIND

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100.00 — 100.00

100

3:11:37

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(ROAD CLOSURE - MAINTENANCE OF TRAFFIC VIA OFFSITE DETOUR.)

- 
1. INSTALL IMPERVIOUS DIKES WHILE MAINTAINING FLOW THROUGH SOUTHERN TWO BARRELS.
  2. DRYWATER WORK AREA.
  3. EXTEND CULVERT BARREL AND INSTALL HEADWALL BACKFILL CULVERT.
  4. INSTALL 35' LF OF INLET CHANNEL IMPROVEMENT.
  5. STABILIZE THE CHANNEL BANK.
  6. REMOVE IMPERVIOUS DIKES, SPECIAL STILLING BASIN, AND DRYWATER PUMP.
  7. COMPLETE ROADWAY.

5 LF OF INLET  
CHANNEL IMPROVEMENT  
EST. 20 TONS CL 7" RIP RAP  
EST. 15 SY GEOTEXTILE  
SEE DETAIL

RETAIN AND EXTEND IN KIND

10

IMPERIAL VALLEY  
CALIFORNIA

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Z V

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NOTES:

1. CULVERT CONSTRUCTION SHALL BE PERFORMED IN ONLY DRY OR ISOLATED SECTIONS OF CHANNEL.
2. IMPERVIOUS DIKES ARE TO BE USED TO ISOLATE WORK FROM STREAM FLOW AS NECESSARY.
3. ALL GRADED AREAS SHALL BE STABILIZED WITHIN 24 HOURS.
4. MAINTENANCE OF STREAM FLOW OPERATIONS SHALL BE INCIDENTAL TO THE WORK. THIS INCLUDES POLYETHYLENE SHEETING, PUMPS AND HOSES.
5. PUMPS AND HOSES SHALL BE OF SUFFICIENT SIZE TO DEWATER THE WORK AREA.
6. THE CONTRACTOR SHALL NOT PUMP SEDIMENT-LADEN WATER DIRECTLY INTO STREAM. FOR DE-WATERING OF CULVERT SITES, THE CONTRACTOR SHALL FILTER SEDIMENT-LADEN WATER THROUGH SPECIAL STILLING BASIN.





| WETLAND PERMIT IMPACT SUMMARY |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|-------------------------------|--------------------|-----------------------------------------------------|--|--|---------------------------------|-----------------------------|-----------------------------|--------------------------------------|--------------------------------|---------------------------|-----------------------|-----------------------------------------|-------------------------------------|----------------------------|--|
| WETLAND IMPACTS               |                    |                                                     |  |  | SURFACE WATER IMPACTS           |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  | Permanent Fill In Wetlands (ac) | Temp. Fill In Wetlands (ac) | Excavation in Wetlands (ac) | Mechanized Clearing in Wetlands (ac) | Hand Clearing in Wetlands (ac) | Permanent SW impacts (ac) | Temp. SW impacts (ac) | Existing Channel Impacts Permanent (ft) | Existing Channel Impacts Temp. (ft) | Natural Stream Design (ft) |  |
| Site No.                      | Station (From/To)  | Structure Size / Type                               |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
| 1                             | -L- 16+08 TO 21+00 | EXTEND EX. 4@10'x7' RCBC                            |  |  | 0.25                            |                             | 0.02                        | 0.12                                 |                                | 0.03                      | 0.02                  | 18                                      | 32                                  |                            |  |
| 1                             | -L- 17+10 TO 17+59 | BANK STABILIZATION                                  |  |  |                                 |                             |                             |                                      |                                | < 0.01                    |                       | 20                                      |                                     |                            |  |
| 2                             | -L- 21+00 TO 34+00 | 24" PCCS BRIDGE, 1@70', 1@55'                       |  |  | 0.60                            | 0.02                        | < 0.01                      | 0.50                                 |                                | < 0.01                    | 0.05                  |                                         | 56                                  |                            |  |
| 3                             | -L- 34+00 TO 47+00 | 21" PCCS BRIDGE, 1@35', 1@55', 1@45'                |  |  | 0.75                            | < 0.01                      | < 0.01                      | 0.47                                 |                                | < 0.01                    | 0.10                  | 5                                       | 12                                  |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
| 4                             | -L- 47+00 TO 55+76 | 1@40' (21" PCCS), 1@70'(24" PCCS), 1@35' (21" PCCS) |  |  | 0.40                            | 0.01                        | < 0.01                      | 0.35                                 |                                | < 0.01                    | < 0.01                |                                         | 73                                  |                            |  |
| 5                             | -L- 68+54 TO 78+20 | EXTEND EX. 3@8'x6' RCBC                             |  |  | 0.37                            |                             | < 0.01                      | 0.32                                 |                                | 0.02                      | 0.03                  | 19                                      | 54                                  |                            |  |
| 5                             | -L- 73+77 TO 74+30 | BANK STABILIZATION                                  |  |  |                                 |                             |                             |                                      |                                | 0.03                      |                       | 46                                      |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
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|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
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|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |
|                               |                    |                                                     |  |  |                                 |                             |                             |                                      |                                |                           |                       |                                         |                                     |                            |  |

\*Rounded totals are sum of actual impacts

NOTES:

NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
B-5124, NASH COUNTY  
REPLACE BRIDGES NO. 85, 141, AND 151  
OVER SWIFT CREEK ON US-301  
8/28/2014  
ET 36 OF 51

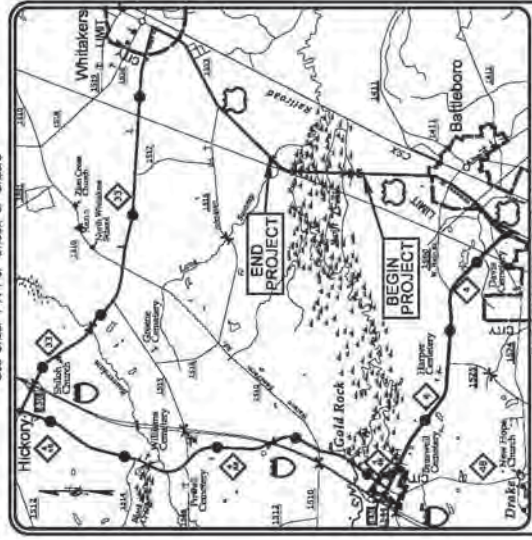
STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

**NASH COUNTY**

LOCATION: REPLACE BRIDGES NO. 85, 141, AND 151 OVER  
SWIFT CREEK ON US-301

TYPE OF WORK: GRADING, DRAINAGE, PAVING, STRUCTURES,  
AND CULVERTS.

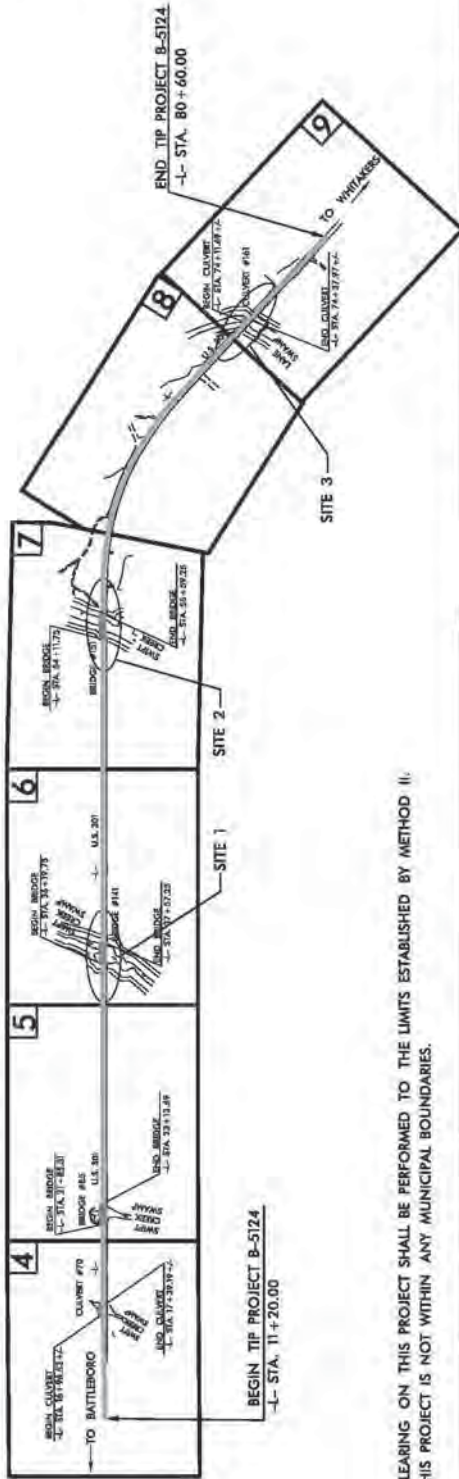
BUFFER IMPACTS PERMIT



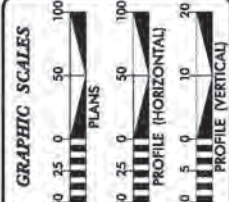
VICINITY MAP  
NOT TO SCALE  
OFFSITE DETOUR



ENGLISH  
BUFFER DRAWING  
SHEET OF  
N. C. DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
NASH COUNTY  
PROJECT: BRIDGE NO. 85  
REPLACE BRIDGES NO. 85,  
141 AND 151 OVER  
SWIFT CREEK ON US-301  
SHEET 1 OF 1



CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD II.  
THIS PROJECT IS NOT WITHIN ANY MUNICIPAL BOUNDARIES.



DESIGN DATA  
ADT 2015 = 8,800  
ADT 2035 = 11,200  
K = 10 %  
D = 60 %  
T = 7 %  
V = 60 MPH  
\*ITIS = 3% DUALS 4%  
FUNC CLASS =  
MINOR ARTERIAL  
STATEWIDE TIER

PROJECT LENGTH  
LENGTH ROADWAY TIP PROJECT B-5124 = 1.223 MILES  
LENGTH STRUCTURE TIP PROJECT B-5124 = 0.091 MILES  
TOTAL LENGTH OF TIP PROJECT B-5124 = 1.314 MILES

Prepared in the Office of:  
**DIVISION OF HIGHWAYS**  
1600 Brick Ridge Dr., Raleigh, NC, 27618  
RIGHT OF WAY DATE:  
FEBRUARY 28, 2014  
LETTING DATE:  
APRIL 21, 2015  
PROJECT MANAGER  
CHRISTOPHER H. LEE  
PROJECT DESIGN ENGINEER  
GARY LOVERING, PE  
PROJECT DESIGNER

HYDRAULICS ENGINEER  
P.E.  
ROADWAY DESIGN ENGINEER  
P.E.  
SIGNATURE



PRELIMINARY PLANS  
NO USE FOR CONSTRUCTION

TIP PROJECT: B-5124

CONTRACT:



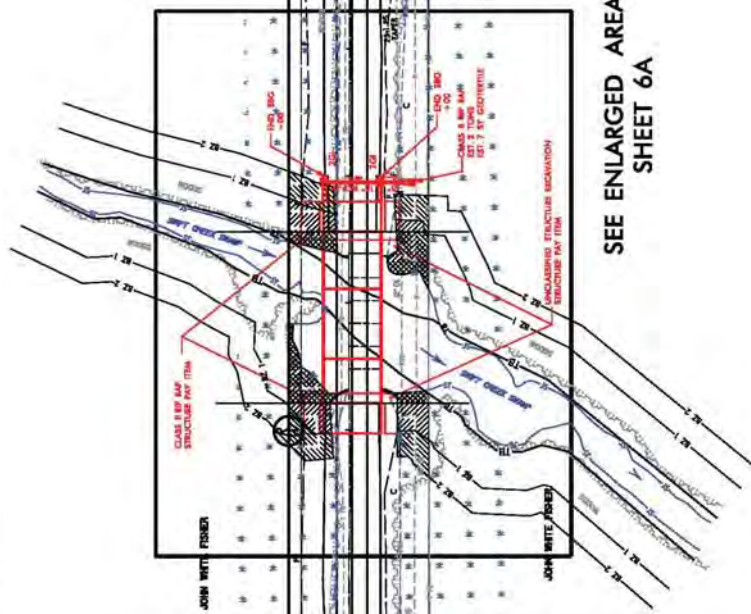
|                                                                                                                                                                                                                                                             |   |                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------------------|
| PROJECT REFERENCE NO.                                                                                                                                                                                                                                       | 6 | HYDRAULICS<br>ENGINEER |
| PROJECT NO.                                                                                                                                                                                                                                                 | 6 |                        |
| REV. SHEET NO.                                                                                                                                                                                                                                              |   |                        |
| ROADWAY DESIGN<br>ENGINEER                                                                                                                                                                                                                                  |   |                        |
| <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>FELMIN/RY PLANS</b><br/> <small>DO NOT USE FOR CONSTRUCTION</small> </div>                                                                                                      |   |                        |
| <p style="text-align: center;">N. C. DEPT. OF TRANSPORTATION<br/>DIVISION OF HIGHWAYS<br/>NASH COUNTY<br/>PROJECT #2241 G-4540<br/>REPLACE BRIDGES NO. 94<br/>LAND IN OVER<br/>SWIFT CREEK ON US-401<br/>SHEET OF<br/>BUFFER DRAWING<br/>SHEET 38 OF 51</p> |   |                        |



**P-55**

MATCH LINE SEE SHEET 5 -L- STA. 34+00.00

SEE ENLARGED AREA  
SHEET 6A



MATCH LINE SEE SHEET 7 -L- STA. 47+00.00

### LEGEND

- |          |                                  |                                                                                     |                                             |
|----------|----------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------|
| — BZ 1 — | REPARIAN BUFFER ZONE 1<br>(150') |    | ALLOWABLE IMPACTS ZONE 1<br>(ROAD CROSSING) |
| — BZ 2 — | REPARIAN BUFFER ZONE 2<br>(20')  |   | ALLOWABLE IMPACTS ZONE 1<br>(BRIDGE)        |
|          |                                  |  | ALLOWABLE IMPACTS ZONE 2<br>(ROAD CROSSING) |
|          |                                  |  | ALLOWABLE IMPACTS ZONE 2<br>(BRIDGE)        |

PLAN VIEW  
SITE 1





# BUFFER IMPACTS IMPACTS

PROJECT REFERENCE NO.  
B-3174

SHEET NO.  
6

KEY SHEET NO.  
B-3174

HYDRAULICS  
ENGINEER

PRELIMINARY PLANS  
FOR THE  
CONSTRUCTION

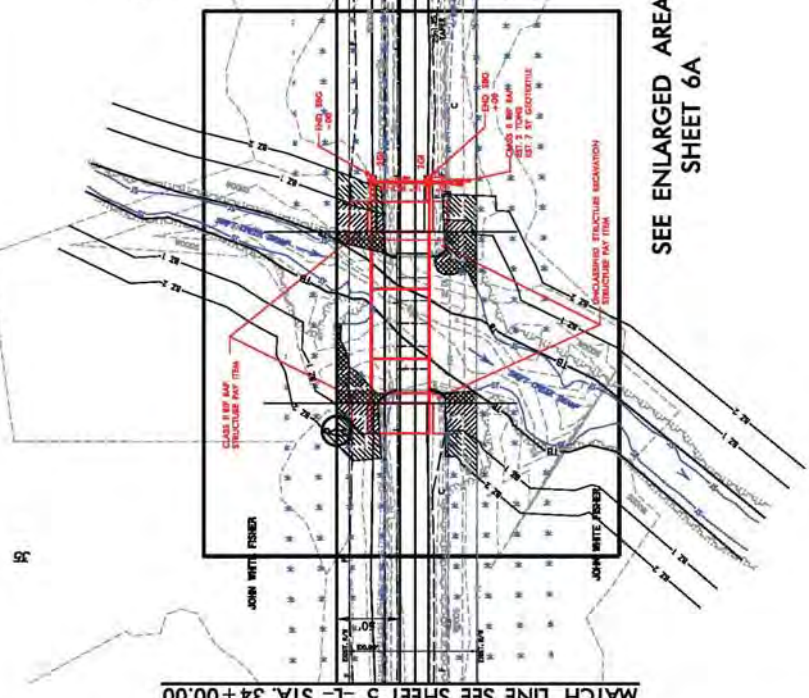
N. C. DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
NASH COUNTY  
PROJECT: 0027611 G-4130  
REPLACE BRIDGES NO. 84  
14, AND IN OVER  
SWIFT CREEK ON US-401  
SHEET  
OF  
BUFFER DRAWING  
SHEET 60



P-57

MATCH LINE SEE SHEET 5 - L- STA. 34+00.00

MATCH LINE SEE SHEET 7 - L- STA. 47+00.00



## LEGEND

- RZ 1 — RIPARIAN BUFFER ZONE 1 (30')
- RZ 2 — RIPARIAN BUFFER ZONE 2 (20')
- ALLOWABLE IMPACTS ZONE 1 (ROAD CROSSING)
- ALLOWABLE IMPACTS ZONE 1 (BRIDGE)
- ALLOWABLE IMPACTS ZONE 2 (ROAD CROSSING)
- ALLOWABLE IMPACTS ZONE 2 (BRIDGE)

PLAN VIEW  
SITE 1

ICA ENGINEERING, INC.  
620514  
E:\projects\ica\PM0075\Environment\Develop\10124\ica\ica\_jul14.dgn  
8/17/99



50 0 25 50  
SCALE: 1" = 50' HORIZ

— BZ 1 — RIPARIAN BUFFER ZONE 1 (30')  
 — BZ 2 — RIPARIAN BUFFER ZONE 2 (20')  
 ALLOWABLE IMPACTS ZONE 1 (ROAD CROSSING)  
 ALLOWABLE IMPACTS ZONE 1 (BRIDGE)  
 ALLOWABLE IMPACTS ZONE 2 (ROAD CROSSING)  
 ALLOWABLE IMPACTS ZONE 2 (BRIDGE)



**PRELIMINARY PLANS**  
DO NOT USE FOR CONSTRUCTION

[illegible]

**GRASS SWALE DATA**

|              |           |
|--------------|-----------|
| DA =         | 0.76 AC   |
| SLOPE =      | 0.023     |
| SIDE SLOPE = | 3:1 & 4:1 |
| L REQ. =     | 26'       |
| L PRO. =     | 430'      |
| Q2 =         | 0.34 cfs  |
| V2 =         | 1.4 fps   |
| Q10 =        | 0.44 fps  |
| V10 =        | 1.5 fps   |

**NAD 83**

DS

MATCH LINE SEE SHEET 6 -L- STA. 47+00.00

JOHN WHITE FISH

JOHN WHITE FISHER

SEE ENLARGED AREA  
SHEET 7A

MATCH LINE SEE SHEET - STA. 60+00.00

**FULL CIRCLE SOLUTIONS, INC.**

AC: 5/11, 56+295, 29

## LEGEND

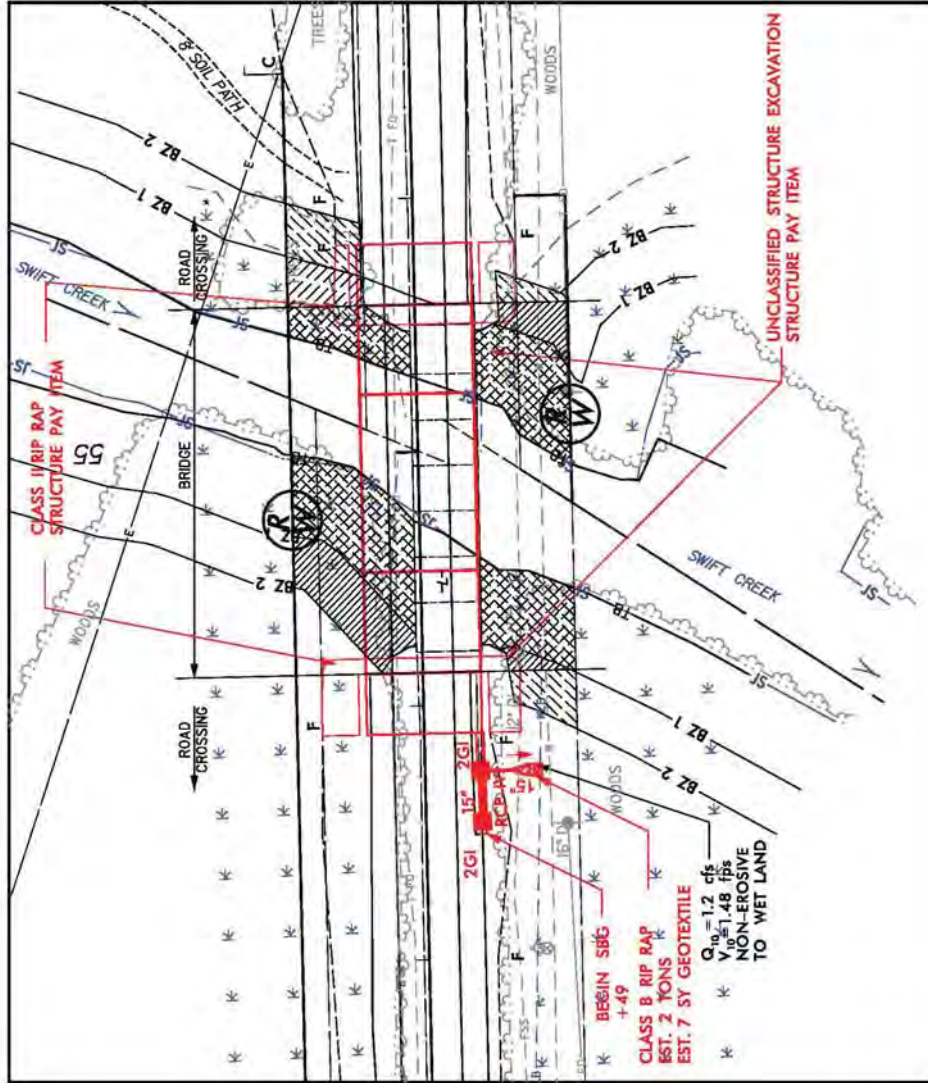
- 
- Legend:
- BZ 1 — RIPARIAN BUFFER ZONE 1 (30')
  - BZ 2 — RIPARIAN BUFFER ZONE 2 (20')
  - [Hatched Box] ALLOWABLE IMPACTS ZONE 1 (ROAD CROSSING)
  - [Cross-hatched Box] ALLOWABLE IMPACTS ZONE 1 (BRIDGE)
  - [Hatched Box] ALLOWABLE IMPACTS ZONE 2 (ROAD CROSSING)
  - [Cross-hatched Box] ALLOWABLE IMPACTS ZONE 2 (BRIDGE)

**PLAN VIEW**  
**SITE 2**

REVISIONS

ICA ENGINEERING, INC.  
4/22/04  
R:\Projects\PERMITS\Envr

# BUFFER IMPACTS IMPACTS



ENLARGED  
PLAN VIEW  
SITE 2

## LEGEND

- BZ 1 — RIPARIAN BUFFER ZONE 1 (30')
- BZ 2 — RIPARIAN BUFFER ZONE 2 (20')
- ALLOWABLE IMPACTS ZONE 1 (ROAD CROSSING)
- ALLOWABLE IMPACTS ZONE 1 (BRIDGE)
- ALLOWABLE IMPACTS ZONE 2 (ROAD CROSSING)
- ALLOWABLE IMPACTS ZONE 2 (BRIDGE)

P-60

|                                                                                                                                                                                                                            |                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| PROJECT REFERENCE NO.                                                                                                                                                                                                      | SHEET NO.           |
| B-3174                                                                                                                                                                                                                     | 7A                  |
| ROW SHEET NO.                                                                                                                                                                                                              | HYDRAULICS ENGINEER |
| ROADWAY DESIGN ENGINEER                                                                                                                                                                                                    |                     |
| <p><b>PRELIMINARY PLANS</b><br/>DO NOT USE FOR CONSTRUCTION</p>                                                                                                                                                            |                     |
| <p>N. C. DEPT. OF TRANSPORTATION<br/>DIVISION OF HIGHWAYS<br/>NASH COUNTY<br/>PROJECT: 2022011 G-4130<br/>REPLACE BRIDGES NO. 84, 14, AND 14 OVER SWIFT CREEK ON US-401<br/>SHEET OF<br/>BUFFER DRAWING SHEET 63 OF 91</p> |                     |
| <p>ENGLISH</p>                                                                                                                                                                                                             |                     |

REVISIONS  
REV. 1 (APRIL 1, 2014): CONSTRUCTION BASEMENT ADDED TO PARCEL 3 FROM -1 STA 58+50 TO 63+63 LT. ROW

ICM ENGINEERING, INC.  
B:\projects\2022\2022011 G-4130\2022011 G-4130.dwg  
4/2/2014



**PRELIMINARY PLANS**  
DO NOT USE FOR CONSTRUCTION

N. C. DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
NASH COUNTY

PROJECT 447011 CB-5120  
REPLACE BRIDGES NO. 44,  
141, AND 141 OVER  
SWIFT CREEK ON US-401

**SHEET** **OF**  
**BUFFER DRAWING**  
**SHEET 44 OF 51**

MATCH LINE SEE SHEET -L- STA. 60+00.00

**GRASS SWALE DATA**

|              |           |
|--------------|-----------|
| DA =         | 0.76 AC   |
| SLOPE =      | 0.023     |
| SIDE SLOPE = | 3:1 & 4:1 |
| L REQ. =     | 26'       |
| L PRO. =     | 430'      |
| Q2 =         | 0.34 cfs  |
| V2 =         | 1.4 fps   |
| Q10 =        | 0.44 fps  |
| V10 =        | 1.5 fps   |

DETAIL A  
SPECIAL LATERAL DITCH  
(Not to Scale)

Min. D = 1 ft.

DITCH

ROAD

DITCH

FROM STA 58+00 TO STA 66+80 LT.

SEE ENLARGED AREA  
SHEET 7A

**PLAN VIEW**  
**SITE 2**

### LEGEND

—BZ 1— RIPARIAN BUFFER ZONE 1  
(30')

—BZ 2— RIPARIAN BUFFER ZONE 2  
(20')

ALLOWABLE IMPACTS ZONE I  
(ROAD CROSSING)



ALLOWABLE IMPACTS ZONE I  
(BRIDGE)

ALLOWABLE IMPACTS ZONE 2  
(ROAD CROSSING)

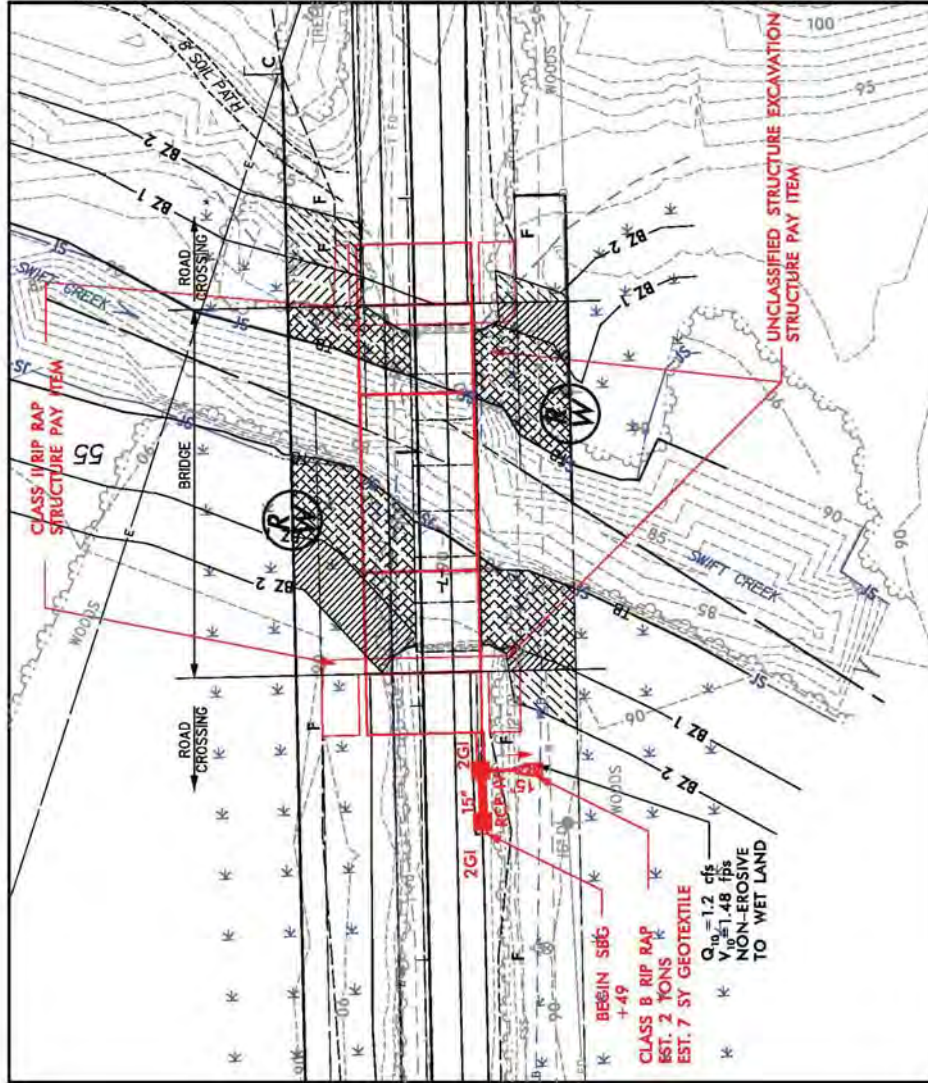
ALLOWABLE IMPACTS ZONE 2  
(BRIDGE)

MATCH LINE SEE SHEET 6 -L- STA. 47+00.00

REVISIONS

ICA ENGINEERING, INC.  
4/22/04  
R:\Projects\PERMITS\Enr

# BUFFER IMPACTS IMPACTS



ENLARGED  
PLAN VIEW  
SITE 2



## LEGEND

- BZ 1— RIPARIAN BUFFER ZONE 1 (30')
- BZ 2— RIPARIAN BUFFER ZONE 2 (20')
- ALLOWABLE IMPACTS ZONE 1 (ROAD CROSSING)
- ALLOWABLE IMPACTS ZONE 1 (BRIDGE)
- ALLOWABLE IMPACTS ZONE 2 (ROAD CROSSING)
- ALLOWABLE IMPACTS ZONE 2 (BRIDGE)

P-62

|                                                                                                                                                                                     |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| PROJECT REFERENCE NO.<br>B-3174                                                                                                                                                     | SHEET NO.<br>7A          |
| ROW SHEET NO.<br>ROADWAY DESIGN<br>(ENGINEER)                                                                                                                                       | HYDRAULICS<br>(ENGINEER) |
| <p><b>PRELIMINARY PLANS</b><br/>DO NOT USE FOR CONSTRUCTION</p>                                                                                                                     |                          |
| <p>N. C. DEPT. OF TRANSPORTATION<br/>DIVISION OF HIGHWAYS<br/>NASH COUNTY<br/>PROJECT: 0257611 G-4130<br/>REPLACE BRIDGES NO. 14<br/>14. LAND IN OVER<br/>SWIFT CREEK ON US-401</p> |                          |
| <p>SHEET<br/>OF<br/>BUFFER DRAWING<br/>SHEET 45 OF 51</p>                                                                                                                           |                          |

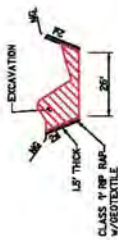


REVISIONS  
REV. 1 (APRIL 1, 2014): CONSTRUCTION BASEMENT ADDED TO PARCEL 3 FROM -1 STA 58+50 TO 63+63 LT. ROW

IC ENGINEERING, INC.  
B:\projects\2014\04\01\0401\0401.dwg  
4/2/2014

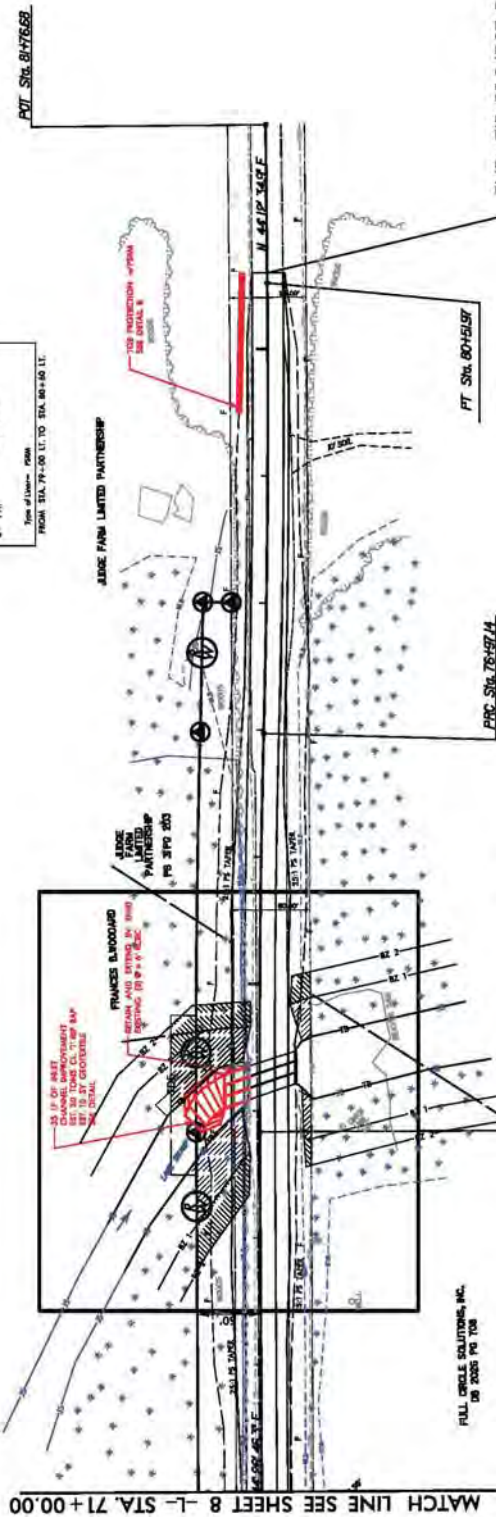
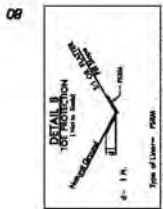


# BUFFER IMPACTS IMPACTS



CUVERT 161 INLET CHANNEL  
(LOOKING DOWNSTREAM  
PORT TO PORT)

75



END TIP PROJECT B-5124  
-L- POT STA. 80+60.00

JUDGE FARM  
LIMITED PARTNERSHIP  
PG 3143 203

SEE ENLARGED AREA  
SHEET 9A

FULL CIRCLE SOLUTIONS, INC.  
DB 2025 PG 108

PC STA. 73+63.59

PT STA. 76+57.14

PT STA. 80+51.97

## LEGEND

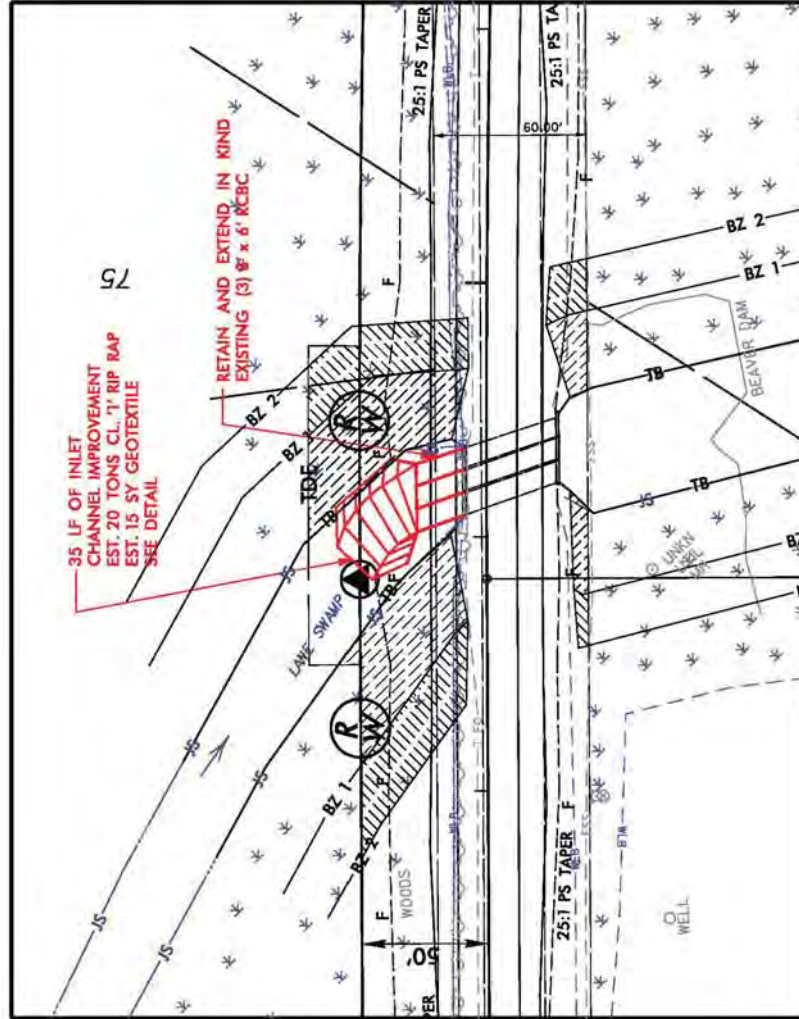
- R1 — RIPARIAN BUFFER ZONE 1 (30')
- R2 — RIPARIAN BUFFER ZONE 2 (20')
- ALLOWABLE IMPACTS ZONE 1 (ROAD CROSSING)
- ALLOWABLE IMPACTS ZONE 2 (ROAD CROSSING)

PLAN VIEW  
SITE 3



|                           |                                                                                                 |                           |                                                               |
|---------------------------|-------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------|
| PROJECT REFERENCE NO.     | B-5124                                                                                          | SHEET NO.                 | 9                                                             |
| DESIGNER                  | ENGLISH ENGINEERING, INC.                                                                       | DATE                      | 10/1/2025                                                     |
| PROJECT NAME              | PRELIMINARY PLANS FOR THE IMPROVEMENT OF THE N. C. DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS | PROJECT NO.               | 08-4130                                                       |
| PROJECT LOCATION          | REPLACE BRIDGES NO. 84, 14, AND 14 OVER SWIFT CREEK ON US-401                                   | PROJECT LOCATION          | SWIFT CREEK ON US-401                                         |
| PROJECT DESCRIPTION       | REPLACE BRIDGES NO. 84, 14, AND 14 OVER SWIFT CREEK ON US-401                                   | PROJECT DESCRIPTION       | REPLACE BRIDGES NO. 84, 14, AND 14 OVER SWIFT CREEK ON US-401 |
| PROJECT DRAWING SHEET NO. | 08-4130                                                                                         | PROJECT DRAWING SHEET NO. | 08-4130                                                       |

NAD 83



50 0 25 50  
SCALE: 1" = 50' HORIZ.

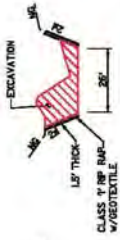
**ENLARGED  
PLAN VIEW  
SITE 3**

### LEGEND

- BZ 1 — RIPARIAN BUFFER ZONE 1  
(30')
- BZ 2 — RIPARIAN BUFFER ZONE 2  
(20')
-  ALLOWABLE IMPACTS ZONE 1  
(ROAD CROSSING)
-  ALLOWABLE IMPACTS ZONE 2  
(ROAD CROSSING)



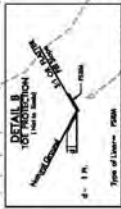
# BUFFER IMPACTS



CULVERT 161 INLET CHANNEL  
LOOKING DOWNSTREAM  
POT STA. 80+60.00

75

75



MATCH LINE SEE SHEET 8 -L- STA. 71+00.00

POT STA. 80+60.00

JOSE FARM LIMITED PARTNERSHIP  
POT STA. 80+60.00

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POT STA. 80+60.00

SEE ENLARGED AREA  
SHEET 9A

JOSE FARM LIMITED PARTNERSHIP  
POT STA. 80+60.00

PC STA. 76+51.14

FULL CIRCLE SOLUTIONS, INC.  
100 2005 100 100

PC STA. 80+60.00

END TIP PROJECT B-5124  
-L- POT STA. 80+60.00

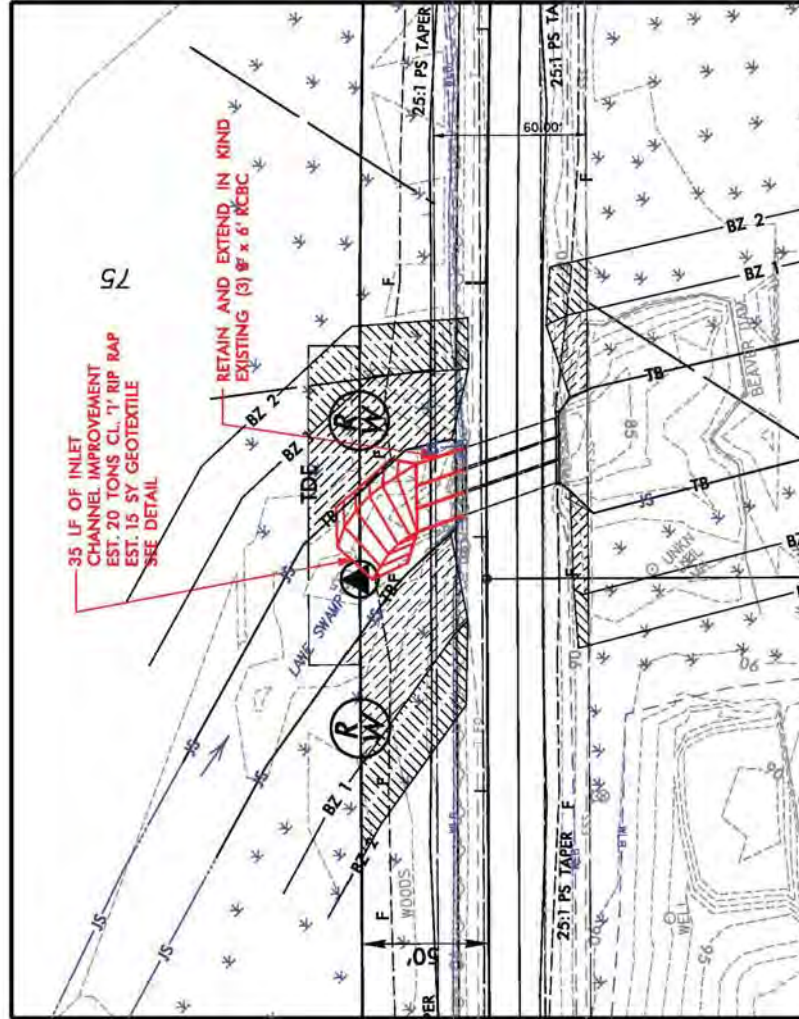
## LEGEND

- RZ 1— RIPARIAN BUFFER ZONE 1 (30')
- RZ 2— RIPARIAN BUFFER ZONE 2 (20')
- ALLOWABLE IMPACTS ZONE 1 (ROAD CROSSING)
- ALLOWABLE IMPACTS ZONE 2 (ROAD CROSSING)

PLAN VIEW  
SITE 3



NAD 83



— BZ 1 — RIPARIAN BUFFER ZONE 1  
(30')

— BZ 2 — RIPARIAN BUFFER ZONE 2  
(20')

 ALLOWABLE IMPACTS ZONE 1  
(ROAD CROSSING)

 ALLOWABLE IMPACTS ZONE 2  
(ROAD CROSSING)

50 0 25 50  
SCALE: 1" = 50' HORIZ.

[illegible]

N.C. DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS

B-5124  
NASH COUNTY  
REPLACE BRIDGES NO. 85, 141, AND 151  
OVER SWIFT CREEK ON US-301  
3/13/2014

|               |                    |  |  | WETLANDS IN BUFFERS |                    |
|---------------|--------------------|--|--|---------------------|--------------------|
| SITE NO.      | STATION (FROM/TO)  |  |  | ZONE 1              | ZONE 2             |
|               |                    |  |  | (ft <sup>2</sup> )  | (ft <sup>2</sup> ) |
| 1             | -L- 35+63 TO 38+03 |  |  | 2984                | 2008               |
| 2             | -L- 53+89 TO 55+99 |  |  | 1033                | 463                |
| 3             | -L- 72+72 TO 75+09 |  |  | 4367                | 2744               |
|               |                    |  |  |                     |                    |
|               |                    |  |  |                     |                    |
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|               |                    |  |  |                     |                    |
|               |                    |  |  |                     |                    |
|               |                    |  |  |                     |                    |
| <b>TOTAL:</b> |                    |  |  | 8384                | 5215               |

SHEET 51 OF 51

County : Nash

| Line #               | Item Number  | Sec # | Description                                                                  | Quantity     | Unit Cost | Amount |
|----------------------|--------------|-------|------------------------------------------------------------------------------|--------------|-----------|--------|
| <b>ROADWAY ITEMS</b> |              |       |                                                                              |              |           |        |
| 0001                 | 0000100000-N | 800   | MOBILIZATION                                                                 | Lump Sum     | L.S.      |        |
| 0002                 | 0015000000-N | 205   | SEALING ABANDONED WELLS                                                      | 2<br>EA      |           |        |
| 0003                 | 0030000000-N | SP    | BRIDGE APPROACH FILL - SUB<br>REGIONAL TIER, STATION *****<br>(22+49.00 -L-) | Lump Sum     | L.S.      |        |
| 0004                 | 0030000000-N | SP    | BRIDGE APPROACH FILL - SUB<br>REGIONAL TIER, STATION *****<br>(36+88.50 -L-) | Lump Sum     | L.S.      |        |
| 0005                 | 0030000000-N | SP    | BRIDGE APPROACH FILL - SUB<br>REGIONAL TIER, STATION *****<br>(54+85.50 -L-) | Lump Sum     | L.S.      |        |
| 0006                 | 0043000000-N | 226   | GRADING                                                                      | Lump Sum     | L.S.      |        |
| 0007                 | 0050000000-E | 226   | SUPPLEMENTARY CLEARING & GRUB-<br>BING                                       | 1<br>ACR     |           |        |
| 0008                 | 0057000000-E | 226   | UNDERCUT EXCAVATION                                                          | 1,000<br>CY  |           |        |
| 0009                 | 0134000000-E | 240   | DRAINAGE DITCH EXCAVATION                                                    | 320<br>CY    |           |        |
| 0010                 | 0195000000-E | 265   | SELECT GRANULAR MATERIAL                                                     | 1,000<br>CY  |           |        |
| 0011                 | 0196000000-E | 270   | GEOTEXTILE FOR SOIL STABILIZA-<br>TION                                       | 4,000<br>SY  |           |        |
| 0012                 | 0220000000-E | SP    | ROCK EMBANKMENTS                                                             | 4,150<br>TON |           |        |
| 0013                 | 0222000000-E | SP    | GEOTEXTILE FOR ROCK EMBANK-<br>MENTS                                         | 8,120<br>SY  |           |        |
| 0014                 | 0318000000-E | 300   | FOUNDATION CONDITIONING MATE-<br>RIAL, MINOR STRUCTURES                      | 20<br>TON    |           |        |
| 0015                 | 0320000000-E | 300   | FOUNDATION CONDITIONING GEO-<br>TEXTILE                                      | 70<br>SY     |           |        |
| 0016                 | 0343000000-E | 310   | 15" SIDE DRAIN PIPE                                                          | 108<br>LF    |           |        |
| 0017                 | 0344000000-E | 310   | 18" SIDE DRAIN PIPE                                                          | 36<br>LF     |           |        |
| 0018                 | 0448200000-E | 310   | 15" RC PIPE CULVERTS, CLASS IV                                               | 40<br>LF     |           |        |

County : Nash

| Line # | Item Number  | Sec # | Description                                                | Quantity     | Unit Cost | Amount |
|--------|--------------|-------|------------------------------------------------------------|--------------|-----------|--------|
| 0019   | 0995000000-E | 340   | PIPE REMOVAL                                               | 5<br>LF      |           |        |
| 0020   | 0996000000-N | 350   | PIPE CLEAN-OUT                                             | 1<br>EA      |           |        |
| 0021   | 1077000000-E | SP    | #57 STONE                                                  | 8,050<br>TON |           |        |
| 0022   | 1099500000-E | 505   | SHALLOW UNDERCUT                                           | 1,000<br>CY  |           |        |
| 0023   | 1099700000-E | 505   | CLASS IV SUBGRADE STABILIZATION                            | 2,000<br>TON |           |        |
| 0024   | 1220000000-E | 545   | INCIDENTAL STONE BASE                                      | 1,000<br>TON |           |        |
| 0025   | 1308000000-E | 607   | MILLING ASPHALT PAVEMENT, ****<br>TO *****<br>(0" TO 5.4") | 5,930<br>SY  |           |        |
| 0026   | 1330000000-E | 607   | INCIDENTAL MILLING                                         | 213.4<br>SY  |           |        |
| 0027   | 1489000000-E | 610   | ASPHALT CONC BASE COURSE, TYPE<br>B25.0B                   | 4,380<br>TON |           |        |
| 0028   | 1498000000-E | 610   | ASPHALT CONC INTERMEDIATE<br>COURSE, TYPE I19.0B           | 3,170<br>TON |           |        |
| 0029   | 1519000000-E | 610   | ASPHALT CONC SURFACE COURSE,<br>TYPE S9.5B                 | 5,180<br>TON |           |        |
| 0030   | 1575000000-E | 620   | ASPHALT BINDER FOR PLANT MIX                               | 660<br>TON   |           |        |
| 0031   | 1693000000-E | 654   | ASPHALT PLANT MIX, PAVEMENT<br>REPAIR                      | 250<br>TON   |           |        |
| 0032   | 2000000000-N | 806   | RIGHT OF WAY MARKERS                                       | 19<br>EA     |           |        |
| 0033   | 2286000000-N | 840   | MASONRY DRAINAGE STRUCTURES                                | 7<br>EA      |           |        |
| 0034   | 2308000000-E | 840   | MASONRY DRAINAGE STRUCTURES                                | 2.6<br>LF    |           |        |
| 0035   | 2367000000-N | 840   | FRAME WITH TWO GRATES, STD<br>840.29                       | 6<br>EA      |           |        |
| 0036   | 2396000000-N | 840   | FRAME WITH COVER, STD 840.54                               | 1<br>EA      |           |        |
| 0037   | 2556000000-E | 846   | SHOULDER BERM GUTTER                                       | 114<br>LF    |           |        |

County : Nash

| Line # | Item Number  | Sec # | Description                                        | Quantity       | Unit Cost | Amount |
|--------|--------------|-------|----------------------------------------------------|----------------|-----------|--------|
| 0038   | 3030000000-E | 862   | STEEL BM GUARDRAIL                                 | 5,937.5<br>LF  |           |        |
| 0039   | 3150000000-N | 862   | ADDITIONAL GUARDRAIL POSTS                         | 10<br>EA       |           |        |
| 0040   | 3270000000-N | SP    | GUARDRAIL ANCHOR UNITS, TYPE 350                   | 12<br>EA       |           |        |
| 0041   | 3317000000-N | 862   | GUARDRAIL ANCHOR UNITS, TYPE B-77                  | 12<br>EA       |           |        |
| 0042   | 3360000000-E | 863   | REMOVE EXISTING GUARDRAIL                          | 2,287.06<br>LF |           |        |
| 0043   | 3628000000-E | 876   | RIP RAP, CLASS I                                   | 100<br>TON     |           |        |
| 0044   | 3649000000-E | 876   | RIP RAP, CLASS B                                   | 8<br>TON       |           |        |
| 0045   | 3656000000-E | 876   | GEOTEXTILE FOR DRAINAGE                            | 1,015<br>SY    |           |        |
| 0046   | 4072000000-E | 903   | SUPPORTS, 3-LB STEEL U-CHANNEL                     | 55<br>LF       |           |        |
| 0047   | 4096000000-N | 904   | SIGN ERECTION, TYPE D                              | 2<br>EA        |           |        |
| 0048   | 4102000000-N | 904   | SIGN ERECTION, TYPE E                              | 4<br>EA        |           |        |
| 0049   | 4110000000-N | 904   | SIGN ERECTION, TYPE ***<br>(GROUND MOUNTED)<br>(A) | 2<br>EA        |           |        |
| 0050   | 4155000000-N | 907   | DISPOSAL OF SIGN SYSTEM, U-CHANNEL                 | 10<br>EA       |           |        |
| 0051   | 4235000000-N | 907   | STOCKPILE SIGN, A B OR C<br>(GROUND MOUNTED)       | 1<br>EA        |           |        |
| 0052   | 4236000000-N | 907   | DISPOSAL OF SIGN, A, B OR C<br>(GROUND MOUNTED)    | 1<br>EA        |           |        |
| 0053   | 4400000000-E | 1110  | WORK ZONE SIGNS (STATIONARY)                       | 537<br>SF      |           |        |
| 0054   | 4405000000-E | 1110  | WORK ZONE SIGNS (PORTABLE)                         | 138<br>SF      |           |        |
| 0055   | 4410000000-E | 1110  | WORK ZONE SIGNS (BARRICADE<br>MOUNTED)             | 203<br>SF      |           |        |
| 0056   | 4415000000-N | 1115  | FLASHING ARROW BOARD                               | 1<br>EA        |           |        |



County : Nash

| Line # | Item Number  | Sec # | Description                                                     | Quantity     | Unit Cost | Amount |
|--------|--------------|-------|-----------------------------------------------------------------|--------------|-----------|--------|
| 0057   | 4422000000-N | 1120  | PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)                   | 1<br>DAY     |           |        |
| 0058   | 4430000000-N | 1130  | DRUMS                                                           | 35<br>EA     |           |        |
| 0059   | 4445000000-E | 1145  | BARRICADES (TYPE III)                                           | 160<br>LF    |           |        |
| 0060   | 4480000000-N | 1165  | TMA                                                             | 1<br>EA      |           |        |
| 0061   | 4600000000-N | SP    | GENERIC TRAFFIC CONTROL ITEM SIGNS, COVERING                    | 1<br>EA      |           |        |
| 0062   | 4650000000-N | 1251  | TEMPORARY RAISED PAVEMENT MARKERS                               | 174<br>EA    |           |        |
| 0063   | 4685000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)              | 13,136<br>LF |           |        |
| 0064   | 4686000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)             | 13,136<br>LF |           |        |
| 0065   | 4770000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (III) | 1,648<br>LF  |           |        |
| 0066   | 4810000000-E | 1205  | PAINT PAVEMENT MARKING LINES (4")                               | 27,760<br>LF |           |        |
| 0067   | 4900000000-N | 1251  | PERMANENT RAISED PAVEMENT MARKERS                               | 88<br>EA     |           |        |
| 0068   | 6000000000-E | 1605  | TEMPORARY SILT FENCE                                            | 10,100<br>LF |           |        |
| 0069   | 6006000000-E | 1610  | STONE FOR EROSION CONTROL, CLASS A                              | 165<br>TON   |           |        |
| 0070   | 6009000000-E | 1610  | STONE FOR EROSION CONTROL, CLASS B                              | 140<br>TON   |           |        |
| 0071   | 6012000000-E | 1610  | SEDIMENT CONTROL STONE                                          | 600<br>TON   |           |        |
| 0072   | 6015000000-E | 1615  | TEMPORARY MULCHING                                              | 9<br>ACR     |           |        |
| 0073   | 6018000000-E | 1620  | SEED FOR TEMPORARY SEEDING                                      | 600<br>LB    |           |        |
| 0074   | 6021000000-E | 1620  | FERTILIZER FOR TEMPORARY SEED-ING                               | 3<br>TON     |           |        |

County : Nash

| Line # | Item Number  | Sec # | Description                         | Quantity     | Unit Cost | Amount |
|--------|--------------|-------|-------------------------------------|--------------|-----------|--------|
| 0075   | 6024000000-E | 1622  | TEMPORARY SLOPE DRAINS              | 200<br>LF    |           |        |
| 0076   | 6029000000-E | SP    | SAFETY FENCE                        | 5,800<br>LF  |           |        |
| 0077   | 6030000000-E | 1630  | SILT EXCAVATION                     | 170<br>CY    |           |        |
| 0078   | 6036000000-E | 1631  | MATting FOR EROSION CONTROL         | 21,000<br>SY |           |        |
| 0079   | 6037000000-E | SP    | COIR FIBER MAT                      | 325<br>SY    |           |        |
| 0080   | 6038000000-E | SP    | PERMANENT SOIL REINFORCEMENT<br>MAT | 120<br>SY    |           |        |
| 0081   | 6042000000-E | 1632  | 1/4" HARDWARE CLOTH                 | 1,110<br>LF  |           |        |
| 0082   | 6048000000-E | SP    | FLOATING TURBIDITY CURTAIN          | 6,500<br>SY  |           |        |
| 0083   | 6070000000-N | 1639  | SPECIAL STILLING BASINS             | 14<br>EA     |           |        |
| 0084   | 6071010000-E | SP    | WATTLE                              | 180<br>LF    |           |        |
| 0085   | 6071014000-E | SP    | COIR FIBER WATTLE BARRIER           | 4,800<br>LF  |           |        |
| 0086   | 6071020000-E | SP    | POLYACRYLAMIDE (PAM)                | 55<br>LB     |           |        |
| 0087   | 6084000000-E | 1660  | SEEDING & MULCHING                  | 9<br>ACR     |           |        |
| 0088   | 6087000000-E | 1660  | MOWING                              | 5<br>ACR     |           |        |
| 0089   | 6090000000-E | 1661  | SEED FOR REPAIR SEEDING             | 100<br>LB    |           |        |
| 0090   | 6093000000-E | 1661  | FERTILIZER FOR REPAIR SEEDING       | 0.25<br>TON  |           |        |
| 0091   | 6096000000-E | 1662  | SEED FOR SUPPLEMENTAL SEEDING       | 200<br>LB    |           |        |
| 0092   | 6108000000-E | 1665  | FERTILIZER TOPDRESSING              | 6<br>TON     |           |        |
| 0093   | 6111000000-E | SP    | IMPERVIOUS DIKE                     | 485<br>LF    |           |        |
| 0094   | 6114500000-N | 1667  | SPECIALIZED HAND MOWING             | 10<br>MHR    |           |        |
| 0095   | 6117000000-N | SP    | RESPONSE FOR EROSION CONTROL        | 25<br>EA     |           |        |

County : Nash

| Line #                 | Item Number  | Sec # | Description                                                                              | Quantity     | Unit Cost | Amount |
|------------------------|--------------|-------|------------------------------------------------------------------------------------------|--------------|-----------|--------|
| 0096                   | 6123000000-E | 1670  | REFORESTATION                                                                            | 0.25<br>ACR  |           |        |
| 0153                   | 0000400000-N | 801   | CONSTRUCTION SURVEYING                                                                   | Lump Sum     | L.S.      |        |
| <b>CULVERT ITEMS</b>   |              |       |                                                                                          |              |           |        |
| 0097                   | 8126000000-N | 414   | CULVERT EXCAVATION, STA *****<br>(17+17.80 -L-)                                          | Lump Sum     | L.S.      |        |
| 0098                   | 8126000000-N | 414   | CULVERT EXCAVATION, STA *****<br>(74+25.00 -L-)                                          | Lump Sum     | L.S.      |        |
| 0099                   | 8133000000-E | 414   | FOUNDATION CONDITIONING MATERIAL, BOX CULVERT                                            | 109<br>TON   |           |        |
| 0100                   | 8196000000-E | 420   | CLASS A CONCRETE (CULVERT)                                                               | 141.4<br>CY  |           |        |
| 0101                   | 8245000000-E | 425   | REINFORCING STEEL (CULVERT)                                                              | 16,993<br>LB |           |        |
| <b>STRUCTURE ITEMS</b> |              |       |                                                                                          |              |           |        |
| 0102                   | 8017000000-N | SP    | CONSTRUCTION, MAINTENANCE, &<br>REMOVAL OF TEMP ACCESS AT STA<br>*****<br>(22+49.00 -L-) | Lump Sum     | L.S.      |        |
| 0103                   | 8017000000-N | SP    | CONSTRUCTION, MAINTENANCE, &<br>REMOVAL OF TEMP ACCESS AT STA<br>*****<br>(36+88.50 -L-) | Lump Sum     | L.S.      |        |
| 0104                   | 8017000000-N | SP    | CONSTRUCTION, MAINTENANCE, &<br>REMOVAL OF TEMP ACCESS AT STA<br>*****<br>(54+85.50 -L-) | Lump Sum     | L.S.      |        |
| 0105                   | 8035000000-N | 402   | REMOVAL OF EXISTING STRUCTURE<br>AT STATION *****<br>(22+49.00 -L-)                      | Lump Sum     | L.S.      |        |
| 0106                   | 8035000000-N | 402   | REMOVAL OF EXISTING STRUCTURE<br>AT STATION *****<br>(36+88.50 -L-)                      | Lump Sum     | L.S.      |        |

County : Nash

| Line # | Item Number  | Sec # | Description                                                               | Quantity     | Unit Cost | Amount |
|--------|--------------|-------|---------------------------------------------------------------------------|--------------|-----------|--------|
| 0107   | 8035000000-N | 402   | REMOVAL OF EXISTING STRUCTURE<br>AT STATION *****<br>(54+85.50 -L-)       | Lump Sum     | L.S.      |        |
| 0108   | 8112730000-N | 450   | PDA TESTING                                                               | 3<br>EA      |           |        |
| 0109   | 8121000000-N | 412   | UNCLASSIFIED STRUCTURE EXCAVA-<br>TION AT STATION *****<br>(22+49.00 -L-) | Lump Sum     | L.S.      |        |
| 0110   | 8121000000-N | 412   | UNCLASSIFIED STRUCTURE EXCAVA-<br>TION AT STATION *****<br>(36+88.50 -L-) | Lump Sum     | L.S.      |        |
| 0111   | 8121000000-N | 412   | UNCLASSIFIED STRUCTURE EXCAVA-<br>TION AT STATION *****<br>(54+85.50 -L-) | Lump Sum     | L.S.      |        |
| 0112   | 8156000000-E | SP    | CONCRETE WEARING SURFACE                                                  | 16,968<br>SF |           |        |
| 0113   | 8161000000-E | 420   | GROOVING BRIDGE FLOORS                                                    | 21,491<br>SF |           |        |
| 0114   | 8210000000-N | 422   | BRIDGE APPROACH SLABS, STATION<br>*****<br>(22+49.00 -L-)                 | Lump Sum     | L.S.      |        |
| 0115   | 8210000000-N | 422   | BRIDGE APPROACH SLABS, STATION<br>*****<br>(36+88.50 -L-)                 | Lump Sum     | L.S.      |        |
| 0116   | 8210000000-N | 422   | BRIDGE APPROACH SLABS, STATION<br>*****<br>(54+85.50 -L-)                 | Lump Sum     | L.S.      |        |
| 0117   | 8329000000-E | 450   | 12" PRESTRESSED CONCRETE PILES                                            | 1,530<br>LF  |           |        |
| 0118   | 8503000000-E | 460   | CONCRETE BARRIER RAIL                                                     | 811.25<br>LF |           |        |
| 0119   | 8608000000-E | 876   | RIP RAP CLASS II (2'-0" THICK)                                            | 1,080<br>TON |           |        |
| 0120   | 8622000000-E | 876   | GEOTEXTILE FOR DRAINAGE                                                   | 1,199<br>SY  |           |        |
| 0121   | 8657000000-N | 430   | ELASTOMERIC BEARINGS                                                      | Lump Sum     | L.S.      |        |
| 0122   | 8762000000-E | 430   | 3'-0" X 1'-9" PRESTRESSED CONC<br>CORED SLABS                             | 3,150<br>LF  |           |        |

County : Nash

| Line # | Item Number  | Sec # | Description                                   | Quantity    | Unit Cost | Amount |
|--------|--------------|-------|-----------------------------------------------|-------------|-----------|--------|
| 0123   | 8763000000-E | 430   | 3'-0" X 2'-0" PRESTRESSED CONC<br>CORED SLABS | 2,925<br>LF |           |        |

\*\*\*\*\* BEGIN SCHEDULE IA \*\*\*\*\*  
\*\*\*\*\* ( 2 ALTERNATES ) \*\*\*\*\*

|      |              |     |                                |             |  |  |
|------|--------------|-----|--------------------------------|-------------|--|--|
| 0124 | 8182000000-E | 420 | CLASS A CONCRETE (BRIDGE)      | 49.7<br>CY  |  |  |
| IA1  |              |     |                                |             |  |  |
| 0125 | 8217000000-E | 425 | REINFORCING STEEL (BRIDGE)     | 9,809<br>LB |  |  |
| IA1  |              |     |                                |             |  |  |
| 0126 | 8333000000-E | 450 | 16" PRESTRESSED CONCRETE PILES | 315<br>LF   |  |  |
| IA1  |              |     |                                |             |  |  |
| 0127 | 8393000000-N | 450 | PILE REDRIVES                  | 10<br>EA    |  |  |
| IA1  |              |     |                                |             |  |  |

\*\*\* OR \*\*\*

|      |              |     |                                                                      |             |  |  |
|------|--------------|-----|----------------------------------------------------------------------|-------------|--|--|
| 0128 | 8182000000-E | 420 | CLASS A CONCRETE (BRIDGE)                                            | 34.8<br>CY  |  |  |
| IA2  |              |     |                                                                      |             |  |  |
| 0129 | 8217000000-E | 425 | REINFORCING STEEL (BRIDGE)                                           | 6,512<br>LB |  |  |
| IA2  |              |     |                                                                      |             |  |  |
| 0130 | 8333000000-E | 450 | 16" PRESTRESSED CONCRETE PILES                                       | 360<br>LF   |  |  |
| IA2  |              |     |                                                                      |             |  |  |
| 0131 | 8393000000-N | 450 | PILE REDRIVES                                                        | 10<br>EA    |  |  |
| IA2  |              |     |                                                                      |             |  |  |
| 0132 | 8867000000-E | SP  | GENERIC STRUCTURE ITEM<br>3'-0" X 2'-6" PRESTRESSED CONC<br>BENT CAP | 47.25<br>LF |  |  |
| IA2  |              |     |                                                                      |             |  |  |

\*\*\*\*\* END SCHEDULE IA \*\*\*\*\*

\*\*\*\*\* BEGIN SCHEDULE IB \*\*\*\*\*  
\*\*\*\*\* ( 2 ALTERNATES ) \*\*\*\*\*

|      |              |     |                                |              |  |  |
|------|--------------|-----|--------------------------------|--------------|--|--|
| 0133 | 8182000000-E | 420 | CLASS A CONCRETE (BRIDGE)      | 65<br>CY     |  |  |
| IB1  |              |     |                                |              |  |  |
| 0134 | 8217000000-E | 425 | REINFORCING STEEL (BRIDGE)     | 12,246<br>LB |  |  |
| IB1  |              |     |                                |              |  |  |
| 0135 | 8333000000-E | 450 | 16" PRESTRESSED CONCRETE PILES | 480<br>LF    |  |  |
| IB1  |              |     |                                |              |  |  |
| 0136 | 8392500000-E | 450 | PREDRILLING FOR PILES          | 113<br>LF    |  |  |
| IB1  |              |     |                                |              |  |  |
| 0137 | 8393000000-N | 450 | PILE REDRIVES                  | 12<br>EA     |  |  |
| IB1  |              |     |                                |              |  |  |

\*\*\* OR \*\*\*

County : Nash

| Line # | Item Number  | Sec # | Description                                                          | Quantity | Unit Cost | Amount |
|--------|--------------|-------|----------------------------------------------------------------------|----------|-----------|--------|
| 0138   | 8182000000-E | 420   | CLASS A CONCRETE (BRIDGE)                                            | 35       |           |        |
|        | <b>IB2</b>   |       |                                                                      | CY       |           |        |
| 0139   | 8217000000-E | 425   | REINFORCING STEEL (BRIDGE)                                           | 5,724    |           |        |
|        | <b>IB2</b>   |       |                                                                      | LB       |           |        |
| 0140   | 8333000000-E | 450   | 16" PRESTRESSED CONCRETE PILES                                       | 640      |           |        |
|        | <b>IB2</b>   |       |                                                                      | LF       |           |        |
| 0141   | 8392500000-E | 450   | PREDRILLING FOR PILES                                                | 151      |           |        |
|        | <b>IB2</b>   |       |                                                                      | LF       |           |        |
| 0142   | 8393000000-N | 450   | PILE REDRIVES                                                        | 14       |           |        |
|        | <b>IB2</b>   |       |                                                                      | EA       |           |        |
| 0143   | 8867000000-E | SP    | GENERIC STRUCTURE ITEM<br>3'-0" X 2'-6" PRESTRESSED CONC<br>BENT CAP | 94.5     |           |        |
|        | <b>IB2</b>   |       |                                                                      | LF       |           |        |

\*\*\*\*\* END SCHEDULE IB \*\*\*\*\*

\*\*\*\*\* BEGIN SCHEDULE IC \*\*\*\*\*  
 \*\*\*\*\* ( 2 ALTERNATES ) \*\*\*\*\*

|      |              |     |                                |        |  |  |
|------|--------------|-----|--------------------------------|--------|--|--|
| 0144 | 8182000000-E | 420 | CLASS A CONCRETE (BRIDGE)      | 62.2   |  |  |
|      | <b>IC1</b>   |     |                                | CY     |  |  |
| 0145 | 8217000000-E | 425 | REINFORCING STEEL (BRIDGE)     | 11,975 |  |  |
|      | <b>IC1</b>   |     |                                | LB     |  |  |
| 0146 | 8333000000-E | 450 | 16" PRESTRESSED CONCRETE PILES | 570    |  |  |
|      | <b>IC1</b>   |     |                                | LF     |  |  |
| 0147 | 8393000000-N | 450 | PILE REDRIVES                  | 12     |  |  |
|      | <b>IC1</b>   |     |                                | EA     |  |  |

\*\*\* OR \*\*\*

|      |              |     |                                                                      |       |  |  |
|------|--------------|-----|----------------------------------------------------------------------|-------|--|--|
| 0148 | 8182000000-E | 420 | CLASS A CONCRETE (BRIDGE)                                            | 32.4  |  |  |
|      | <b>IC2</b>   |     |                                                                      | CY    |  |  |
| 0149 | 8217000000-E | 425 | REINFORCING STEEL (BRIDGE)                                           | 5,307 |  |  |
|      | <b>IC2</b>   |     |                                                                      | LB    |  |  |
| 0150 | 8333000000-E | 450 | 16" PRESTRESSED CONCRETE PILES                                       | 760   |  |  |
|      | <b>IC2</b>   |     |                                                                      | LF    |  |  |
| 0151 | 8393000000-N | 450 | PILE REDRIVES                                                        | 14    |  |  |
|      | <b>IC2</b>   |     |                                                                      | EA    |  |  |
| 0152 | 8867000000-E | SP  | GENERIC STRUCTURE ITEM<br>3'-0" X 2'-6" PRESTRESSED CONC<br>BENT CAP | 94.5  |  |  |
|      | <b>IC2</b>   |     |                                                                      | LF    |  |  |

\*\*\*\*\* END SCHEDULE IC \*\*\*\*\*



Vendor 1 of 6: PALMETTO INFRASTRUCTURE INC (9107)  
Call Order 003 (Proposal: C203564)

### Bid Information

---

**Proposal County:** NASH

**Vendor Address:** 3620 Pelham Rd. PMB 349  
Greenville , SC , 29615

**Signature Check:** Greg\_Canniff\_9107

**Time Bid Received:** April 21, 2015 01:47 PM

**Amendment Count:** 1

**Bid Checksum:** B5525AEA

**Bid Total:** \$5,131,945.52

**Items Total:** \$5,131,945.52

**Time Total:** \$0.00

**Bidding Errors:**

None.

DBE Goal Set 8.0

DBE Goal Met 8.0

Vendor 1 of 6: PALMETTO INFRASTRUCTURE INC (9107)  
Call Order 003 (Proposal: C203564)

Bid Bond Information

---

**Projects:**

**Counties:**

**Bond ID:** 91N8-DUD5-EVD9-6KRB

**Paid by Check:** No

**Bond Percent:** 5%

**Bond Maximum:**

**State of Incorporation:**

**Agency Execution Date:** 4/21/2015

**Surety Name:** SurePathNetwork

**Bond Agency Name:** Fidelity and Deposit  
Company of Maryland

Bidder 1 of 6

Vendor 9107's Bid Information for Call 003, Letting L150421, 04/21/15

Palmetto Infrastructure, Inc. (9107)  
 Call Order 003 (Proposal ID C203564)

## LIST OF DBE PARTICIPANTS

| VENDOR<br>NUMBER | DBE NAME<br>ADDRESS                                                          | WORK<br>CODE TYPE OF WORK | CERT<br>TYPE AMOUNT |              |
|------------------|------------------------------------------------------------------------------|---------------------------|---------------------|--------------|
| 11402            | WB FLORENCE CONCRETE PRODUCTS, INC<br>P.O. BOX 5506 , FLORENCE, SC 295025506 |                           | Man                 | 579,892.50   |
|                  |                                                                              |                           | TOTAL:              | \$579,892.50 |
|                  |                                                                              |                           |                     | 11.30%       |

Committed

Vendor 9107's Bid Information for Call 003, Letting L150421, 04/21/15

Palmetto Infrastructure, Inc. (9107)  
 Call Order 003 (Proposal ID C203564)

## Miscellaneous 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 acknowledges 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: 91N8-DUD5-EVD9-6KRB  
 Surety Registry Agency: SurePathNetwork  
 Verified?: Yes

Bidder 1 of 6

Surety Agency: Fidelity and Deposit Company of Maryland

Bond Execution Date: 4/21/2015

Bond Amount: \$256,597.28 (Five Percent of Bid)

Contract ID: C203564

Project(s): BRSTP-0301(25)

Letting Date: 04-21-15 Call Order: 003

Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line                       | Item                     | Approx.   | Unit Price    | Bid Amount  |
|----------------------------|--------------------------|-----------|---------------|-------------|
| No.                        | Description              | Quantity  |               |             |
|                            |                          | and Units | Dollars   Cts | Dollars  Ct |
| Section 0001 ROADWAY ITEMS |                          |           |               |             |
| Alt Group                  |                          |           |               |             |
| 0001                       | 0000100000-N MOBILIZATIO | LUMP      | LUMP          | 260,000.00  |
| 0002                       | 0015000000-N SEALING     | 2.000     | 1,500.00000   | 3,000.00    |
|                            | ABANDONED WELLS          | EA        |               |             |
| 0003                       | 0030000000-N BRIDGE      | LUMP      | LUMP          | 7,500.00    |
|                            | APPROACH FILL - SUB      |           |               |             |
|                            | REGIONAL TIER, STATION   |           |               |             |
|                            | ***** (22+49.00 -L-)     |           |               |             |
| 0004                       | 0030000000-N BRIDGE      | LUMP      | LUMP          | 7,500.00    |
|                            | APPROACH FILL - SUB      |           |               |             |
|                            | REGIONAL TIER, STATION   |           |               |             |
|                            | ***** (36+88.50 -L-)     |           |               |             |
| 0005                       | 0030000000-N BRIDGE      | LUMP      | LUMP          | 7,500.00    |
|                            | APPROACH FILL - SUB      |           |               |             |
|                            | REGIONAL TIER, STATION   |           |               |             |
|                            | ***** (54+85.50 -L-)     |           |               |             |
| 0006                       | 0043000000-N GRADING     | LUMP      | LUMP          | 355,000.00  |
| 0007                       | 0050000000-E SUPPLEMENTA | 1.000     | 500.00000     | 500.00      |
|                            | RY CLEARING & GRUB-BING  | ACR       |               |             |
| 0008                       | 0057000000-E UNDERCUT    | 1,000.000 | 9.00000       | 9,000.00    |
|                            | EXCAVATION               | CY        |               |             |
| 0009                       | 0134000000-E DRAINAGE    | 320.000   | 40.00000      | 12,800.00   |
|                            | DITCH EXCAVATION         | CY        |               |             |
| 0010                       | 0195000000-E SELECT      | 1,000.000 | 18.00000      | 18,000.00   |
|                            | GRANULAR MATERIAL        | CY        |               |             |

Contract ID: C203564

Project(s): BRSTP-0301(25)

Letting Date: 04-21-15 Call Order: 003

Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line | Item                                                | Approx.   | Unit Price    | Bid Amount  |
|------|-----------------------------------------------------|-----------|---------------|-------------|
| No.  | Description                                         | Quantity  | -----         | -----       |
|      |                                                     | and Units | Dollars   Cts | Dollars  Ct |
| 0011 | 0196000000-E GEOTEXTILE<br>FOR SOIL STABILIZA-TION  | 4,000.000 | 2.25000       | 9,000.00    |
|      | SY                                                  |           |               |             |
| 0012 | 0220000000-E ROCK<br>EMBANKMENTS                    | 4,150.000 | 32.00000      | 132,800.00  |
|      | TON                                                 |           |               |             |
| 0013 | 0222000000-E GEOTEXTILE<br>FOR ROCK EMBANK- MENTS   | 8,120.000 | 2.25000       | 18,270.00   |
|      | SY                                                  |           |               |             |
| 0014 | 0318000000-E FOUNDATION<br>CONDITIONING MATE- RIAL, | 20.000    | 36.90000      | 738.00      |
|      | MINOR STRUCTURES                                    | TON       |               |             |
| 0015 | 0320000000-E FOUNDATION<br>CONDITIONING GEO-        | 70.000    | 5.65000       | 395.50      |
|      | TEXTILE                                             | SY        |               |             |
| 0016 | 0343000000-E 15" SIDE<br>DRAIN PIPE                 | 108.000   | 37.55000      | 4,055.40    |
|      | LF                                                  |           |               |             |
| 0017 | 0344000000-E 18" SIDE<br>DRAIN PIPE                 | 36.000    | 65.55000      | 2,359.80    |
|      | LF                                                  |           |               |             |
| 0018 | 0448200000-E 15" RC PIPE<br>CULVERTS, CLASS IV      | 40.000    | 41.75000      | 1,670.00    |
|      | LF                                                  |           |               |             |
| 0019 | 0995000000-E PIPE<br>REMOVAL                        | 5.000     | 59.70000      | 298.50      |
|      | LF                                                  |           |               |             |
| 0020 | 0996000000-N PIPE<br>CLEAN-OUT                      | 1.000     | 2,035.00000   | 2,035.00    |
|      | EA                                                  |           |               |             |
| 0021 | 1077000000-E #57 STONE                              | 8,050.000 | 19.85000      | 159,792.50  |
|      | TON                                                 |           |               |             |
| 0022 | 1099500000-E SHALLOW<br>UNDERCUT                    | 1,000.000 | 10.25000      | 10,250.00   |
|      | CY                                                  |           |               |             |



Contract ID: C203564

Project(s): BRSTP-0301(25)

Letting Date: 04-21-15 Call Order: 003

Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line | Item                                                                    | Approx.   | Unit Price    | Bid Amount  |
|------|-------------------------------------------------------------------------|-----------|---------------|-------------|
| No.  | Description                                                             | Quantity  | -----         | -----       |
|      |                                                                         | and Units | Dollars   Cts | Dollars  Ct |
| 0023 | 1099700000-E CLASS IV<br>SUBGRADE STABILIZA- TION                       | 2,000.000 | 13.25000      | 26,500.00   |
|      | TON                                                                     |           |               |             |
| 0024 | 1220000000-E INCIDENTAL<br>STONE BASE                                   | 1,000.000 | 13.00000      | 13,000.00   |
|      | TON                                                                     |           |               |             |
| 0025 | 1308000000-E MILLING<br>ASPHALT PAVEMENT, ***"TO<br>*****" (0" TO 5.4") | 5,930.000 | 3.75000       | 22,237.50   |
|      | SY                                                                      |           |               |             |
| 0026 | 1330000000-E INCIDENTAL<br>MILLING                                      | 213.400   | 19.00000      | 4,054.60    |
|      | SY                                                                      |           |               |             |
| 0027 | 1489000000-E ASPHALT<br>CONC BASE COURSE, TYPE<br>B25.0B                | 4,380.000 | 38.00000      | 166,440.00  |
|      | TON                                                                     |           |               |             |
| 0028 | 1498000000-E ASPHALT<br>CONC INTERMEDIATE<br>COURSE, TYPE I19.0B        | 3,170.000 | 38.00000      | 120,460.00  |
|      | TON                                                                     |           |               |             |
| 0029 | 1519000000-E ASPHALT<br>CONC SURFACE COURSE,<br>TYPE S9.5B              | 5,180.000 | 38.00000      | 196,840.00  |
|      | TON                                                                     |           |               |             |
| 0030 | 1575000000-E ASPHALT<br>BINDER FOR PLANT MIX                            | 660.000   | 635.00000     | 419,100.00  |
|      | TON                                                                     |           |               |             |
| 0031 | 1693000000-E ASPHALT<br>PLANT MIX, PAVEMENT<br>REPAIR                   | 250.000   | 155.00000     | 38,750.00   |
|      | TON                                                                     |           |               |             |
| 0032 | 2000000000-N RIGHT OF<br>WAY MARKERS                                    | 19.000    | 150.00000     | 2,850.00    |
|      | EA                                                                      |           |               |             |
| 0033 | 2286000000-N MASONRY<br>DRAINAGE STRUCTURES                             | 7.000     | 1,614.90000   | 11,304.30   |
|      | EA                                                                      |           |               |             |
| 0034 | 2308000000-E MASONRY<br>DRAINAGE STRUCTURES                             | 2.600     | 956.30000     | 2,486.38    |
|      | LF                                                                      |           |               |             |

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Project(s): BRSTP-0301(25)

Letting Date: 04-21-15 Call Order: 003

Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line | Item                                           | Approx.   | Unit Price    | Bid Amount  |
|------|------------------------------------------------|-----------|---------------|-------------|
| No.  | Description                                    | Quantity  |               |             |
|      |                                                | and Units | Dollars   Cts | Dollars  Ct |
| 0035 | 2367000000-N FRAME WITH TWO GRATES, STD 840.29 | 6.000     | 602.00000     | 3,612.00    |
|      | EA                                             |           |               |             |
| 0036 | 2396000000-N FRAME WITH COVER, STD 840.54      | 1.000     | 587.00000     | 587.00      |
|      | EA                                             |           |               |             |
| 0037 | 2556000000-E SHOULDER BERM GUTTER              | 114.000   | 45.00000      | 5,130.00    |
|      | LF                                             |           |               |             |
| 0038 | 3030000000-E STEEL BM GUARDRAIL                | 5,937.500 | 14.80000      | 87,875.00   |
|      | LF                                             |           |               |             |
| 0039 | 3150000000-N ADDITIONAL GUARDRAIL POSTS        | 10.000    | 11.00000      | 110.00      |
|      | EA                                             |           |               |             |
| 0040 | 3270000000-N GUARDRAIL ANCHOR UNITS, TYPE 350  | 12.000    | 1,700.00000   | 20,400.00   |
|      | EA                                             |           |               |             |
| 0041 | 3317000000-N GUARDRAIL ANCHOR UNITS, TYPE B-77 | 12.000    | 1,300.00000   | 15,600.00   |
|      | EA                                             |           |               |             |
| 0042 | 3360000000-E REMOVE EXISTING GUARDRAIL         | 2,287.060 | 1.00000       | 2,287.06    |
|      | LF                                             |           |               |             |
| 0043 | 3628000000-E RIP RAP, CLASS I                  | 100.000   | 65.00000      | 6,500.00    |
|      | TON                                            |           |               |             |
| 0044 | 3649000000-E RIP RAP, CLASS B                  | 8.000     | 48.00000      | 384.00      |
|      | TON                                            |           |               |             |
| 0045 | 3656000000-E GEOTEXTILE FOR DRAINAGE           | 1,015.000 | 2.25000       | 2,283.75    |
|      | SY                                             |           |               |             |
| 0046 | 4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL    | 55.000    | 6.00000       | 330.00      |
|      | LF                                             |           |               |             |

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Project(s): BRSTP-0301(25)

Letting Date: 04-21-15 Call Order: 003

Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line<br>No. | Item<br>Description                                              | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Ct |
|-------------|------------------------------------------------------------------|----------------------------------|-----------------------------|----------------------------|
| 0047        | 4096000000-N SIGN<br>ERECTION, TYPE D                            | 2.000<br>EA                      | 100.00000                   | 200.00                     |
| 0048        | 4102000000-N SIGN<br>ERECTION, TYPE E                            | 4.000<br>EA                      | 50.00000                    | 200.00                     |
| 0049        | 4110000000-N SIGN<br>ERECTION, TYPE ***<br>(GROUND MOUNTED) (A)  | 2.000<br>EA                      | 650.00000                   | 1,300.00                   |
| 0050        | 4155000000-N DISPOSAL OF<br>SIGN SYSTEM, U- CHANNEL              | 10.000<br>EA                     | 1.00000                     | 10.00                      |
| 0051        | 4235000000-N STOCKPILE<br>SIGN, A B OR C<br>(GROUND MOUNTED)     | 1.000<br>EA                      | 1.00000                     | 1.00                       |
| 0052        | 4236000000-N DISPOSAL OF<br>SIGN, A, B OR C (GROUND<br>MOUNTED)  | 1.000<br>EA                      | 1.00000                     | 1.00                       |
| 0053        | 4400000000-E WORK ZONE<br>SIGNS (STATIONARY)                     | 537.000<br>SF                    | 4.95000                     | 2,658.15                   |
| 0054        | 4405000000-E WORK ZONE<br>SIGNS (PORTABLE)                       | 138.000<br>SF                    | 7.25000                     | 1,000.50                   |
| 0055        | 4410000000-E WORK ZONE<br>SIGNS (BARRICADE<br>MOUNTED)           | 203.000<br>SF                    | 5.25000                     | 1,065.75                   |
| 0056        | 4415000000-N FLASHING<br>ARROW BOARD                             | 1.000<br>EA                      | 3,650.00000                 | 3,650.00                   |
| 0057        | 4422000000-N PORTABLE<br>CHANGEABLE MESSAGE SIGN<br>(SHORT TERM) | 1.000<br>DAY                     | 75.00000                    | 75.00                      |
| 0058        | 4430000000-N DRUMS                                               | 35.000<br>EA                     | 41.50000                    | 1,452.50                   |

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Project(s): BRSTP-0301(25)

Letting Date: 04-21-15 Call Order: 003

Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line | Item                                                  | Approx.    | Unit Price    | Bid Amount  |
|------|-------------------------------------------------------|------------|---------------|-------------|
| No.  | Description                                           | Quantity   | Dollars   Cts | Dollars  Ct |
|      |                                                       | and Units  |               |             |
| 0059 | 4445000000-E BARRICADES<br>(TYPE III)                 | 160.000    | 17.50000      | 2,800.00    |
|      | LF                                                    |            |               |             |
| 0060 | 4480000000-N TMA                                      | 1.000      | 7,500.00000   | 7,500.00    |
|      | EA                                                    |            |               |             |
| 0061 | 4600000000-N GENERIC<br>TRAFFIC CONTROL ITEM          | 1.000      | 1,000.00000   | 1,000.00    |
|      | SIGNS, COVERING                                       | EA         |               |             |
| 0062 | 4650000000-N TEMPORARY<br>RAISED PAVEMENT             | 174.000    | 2.00000       | 348.00      |
|      | MARKERS                                               | EA         |               |             |
| 0063 | 4685000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES | 13,136.000 | 0.55000       | 7,224.80    |
|      | (4", 90 MILS)                                         | LF         |               |             |
| 0064 | 4686000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES | 13,136.000 | 0.88000       | 11,559.68   |
|      | (4", 120 MILS)                                        | LF         |               |             |
| 0065 | 4770000000-E COLD<br>APPLIED PLASTIC PAVEMENT         | 1,648.000  | 3.25000       | 5,356.00    |
|      | MARKING LINES, TYPE **                                |            |               |             |
|      | (4") (III)                                            | LF         |               |             |
| 0066 | 4810000000-E PAINT<br>PAVEMENT MARKING LINES          | 27,760.000 | 0.16000       | 4,441.60    |
|      | (4")                                                  | LF         |               |             |
| 0067 | 4900000000-N PERMANENT<br>RAISED PAVEMENT             | 88.000     | 10.00000      | 880.00      |
|      | MARKERS                                               | EA         |               |             |
| 0068 | 6000000000-E TEMPORARY<br>SILT FENCE                  | 10,100.000 | 1.90000       | 19,190.00   |
|      |                                                       | LF         |               |             |
| 0069 | 6006000000-E STONE FOR<br>EROSION CONTROL, CLASS      | 165.000    | 29.50000      | 4,867.50    |
|      | A                                                     | TON        |               |             |

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Project(s): BRSTP-0301(25)

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Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line<br>No. | Item<br>Description                                   | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Ct |
|-------------|-------------------------------------------------------|----------------------------------|-----------------------------|----------------------------|
| 0070        | 6009000000-E STONE FOR<br>EROSION CONTROL, CLASS<br>B | 140.000<br>TON                   | 29.50000                    | 4,130.00                   |
| 0071        | 6012000000-E SEDIMENT<br>CONTROL STONE                | 600.000<br>TON                   | 24.75000                    | 14,850.00                  |
| 0072        | 6015000000-E TEMPORARY<br>MULCHING                    | 9.000<br>ACR                     | 1,300.00000                 | 11,700.00                  |
| 0073        | 6018000000-E SEED FOR<br>TEMPORARY SEEDING            | 600.000<br>LB                    | 4.00000                     | 2,400.00                   |
| 0074        | 6021000000-E FERTILIZER<br>FOR TEMPORARY SEED-ING     | 3.000<br>TON                     | 2,100.00000                 | 6,300.00                   |
| 0075        | 6024000000-E TEMPORARY<br>SLOPE DRAINS                | 200.000<br>LF                    | 20.05000                    | 4,010.00                   |
| 0076        | 6029000000-E SAFETY<br>FENCE                          | 5,800.000<br>LF                  | 1.50000                     | 8,700.00                   |
| 0077        | 6030000000-E SILT<br>EXCAVATION                       | 170.000<br>CY                    | 7.95000                     | 1,351.50                   |
| 0078        | 6036000000-E MATTING FOR<br>EROSION CONTROL           | 21,000.000<br>SY                 | 1.00000                     | 21,000.00                  |
| 0079        | 6037000000-E COIR FIBER<br>MAT                        | 325.000<br>SY                    | 6.50000                     | 2,112.50                   |
| 0080        | 6038000000-E PERMANENT<br>SOIL REINFORCEMENT MAT      | 120.000<br>SY                    | 6.00000                     | 720.00                     |
| 0081        | 6042000000-E 1/4"<br>HARDWARE CLOTH                   | 1,110.000<br>LF                  | 3.00000                     | 3,330.00                   |

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Project(s): BRSTP-0301(25)

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Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line<br>No. | Item<br>Description                           | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Ct |
|-------------|-----------------------------------------------|----------------------------------|-----------------------------|----------------------------|
| 0082        | 6048000000-E FLOATING<br>TURBIDITY CURTAIN    | 6,500.000<br>SY                  | 29.00000                    | 188,500.00                 |
| 0083        | 6070000000-N SPECIAL<br>STILLING BASINS       | 14.000<br>EA                     | 700.00000                   | 9,800.00                   |
| 0084        | 6071010000-E WATTLE                           | 180.000<br>LF                    | 12.00000                    | 2,160.00                   |
| 0085        | 6071014000-E COIR FIBER<br>WATTLE BARRIER     | 4,800.000<br>LF                  | 6.00000                     | 28,800.00                  |
| 0086        | 6071020000-E POLYACRYLAM<br>IDE (PAM)         | 55.000<br>LB                     | 18.00000                    | 990.00                     |
| 0087        | 6084000000-E SEEDING &<br>MULCHING            | 9.000<br>ACR                     | 1,900.00000                 | 17,100.00                  |
| 0088        | 6087000000-E MOWING                           | 5.000<br>ACR                     | 600.00000                   | 3,000.00                   |
| 0089        | 6090000000-E SEED FOR<br>REPAIR SEEDING       | 100.000<br>LB                    | 6.00000                     | 600.00                     |
| 0090        | 6093000000-E FERTILIZER<br>FOR REPAIR SEEDING | 0.250<br>TON                     | 2,500.00000                 | 625.00                     |
| 0091        | 6096000000-E SEED FOR<br>SUPPLEMENTAL SEEDING | 200.000<br>LB                    | 5.00000                     | 1,000.00                   |
| 0092        | 6108000000-E FERTILIZER<br>TOPDRESSING        | 6.000<br>TON                     | 1,800.00000                 | 10,800.00                  |
| 0093        | 6111000000-E IMPERVIOUS<br>DIKE               | 485.000<br>LF                    | 35.00000                    | 16,975.00                  |

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Project(s): BRSTP-0301(25)

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Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line | Item                                         | Approx.   | Unit Price    | Bid Amount   |
|------|----------------------------------------------|-----------|---------------|--------------|
| No.  | Description                                  | Quantity  | Dollars   Cts | Dollars  Ct  |
|      |                                              | and Units |               |              |
| 0094 | 6114500000-N SPECIALIZED<br>HAND MOWING      | 10.000    | 25.00000      | 250.00       |
|      | MHR                                          |           |               |              |
| 0095 | 6117000000-N RESPONSE<br>FOR EROSION CONTROL | 25.000    | 250.00000     | 6,250.00     |
|      | EA                                           |           |               |              |
| 0096 | 6123000000-E REFORESTATI<br>ON               | 0.250     | 10,000.00000  | 2,500.00     |
|      | ACR                                          |           |               |              |
| 0153 | 0000400000-N CONSTRUCTIO<br>N SURVEYING      | LUMP      | LUMP          | 30,000.00    |
|      |                                              |           |               |              |
|      | Section 0001 Total                           |           |               | 2,668,321.77 |

## Section 0002 CULVERT ITEMS

## Alt Group

|      |                                                                   |            |             |            |
|------|-------------------------------------------------------------------|------------|-------------|------------|
| 0097 | 8126000000-N CULVERT<br>EXCAVATION, STA *****<br>(17+17.80 -L-)   | LUMP       | LUMP        | 30,700.00  |
| 0098 | 8126000000-N CULVERT<br>EXCAVATION, STA *****<br>(74+25.00 -L-)   | LUMP       | LUMP        | 30,700.00  |
| 0099 | 8133000000-E FOUNDATION<br>CONDITIONING MATER-IAL,<br>BOX CULVERT | 109.000    | 50.00000    | 5,450.00   |
|      | TON                                                               |            |             |            |
| 0100 | 8196000000-E CLASS A<br>CONCRETE (CULVERT)                        | 141.400    | 1,065.00000 | 150,591.00 |
|      | CY                                                                |            |             |            |
| 0101 | 8245000000-E REINFORCING<br>STEEL (CULVERT)                       | 16,993.000 | 1.00000     | 16,993.00  |
|      | LB                                                                |            |             |            |
|      | Section 0002 Total                                                |            |             | 234,434.00 |



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Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line                         | Item                                                                                                      | Approx.   | Unit Price    | Bid Amount  |
|------------------------------|-----------------------------------------------------------------------------------------------------------|-----------|---------------|-------------|
| No.                          | Description                                                                                               | Quantity  |               |             |
|                              |                                                                                                           | and Units | Dollars   Cts | Dollars  Ct |
| Section 0004 STRUCTURE ITEMS |                                                                                                           |           |               |             |
| Alt Group                    |                                                                                                           |           |               |             |
| 0102                         | 8017000000-N CONSTRUCTIO<br>N, MAINTENANCE, &<br>REMOVAL OF TEMP ACCESS AT<br>STA *****<br>(22+49.00 -L-) | LUMP      | LUMP          | 25,000.00   |
| 0103                         | 8017000000-N CONSTRUCTIO<br>N, MAINTENANCE, &<br>REMOVAL OF TEMP ACCESS AT<br>STA *****<br>(36+88.50 -L-) | LUMP      | LUMP          | 25,000.00   |
| 0104                         | 8017000000-N CONSTRUCTIO<br>N, MAINTENANCE, &<br>REMOVAL OF TEMP ACCESS AT<br>STA *****<br>(54+85.50 -L-) | LUMP      | LUMP          | 25,000.00   |
| 0105                         | 8035000000-N REMOVAL OF<br>EXISTING STRUCTURE AT<br>STATION *****<br>(22+49.00 -L-)                       | LUMP      | LUMP          | 65,000.00   |
| 0106                         | 8035000000-N REMOVAL OF<br>EXISTING STRUCTURE AT<br>STATION *****<br>(36+88.50 -L-)                       | LUMP      | LUMP          | 80,000.00   |
| 0107                         | 8035000000-N REMOVAL OF<br>EXISTING STRUCTURE AT<br>STATION *****<br>(54+85.50 -L-)                       | LUMP      | LUMP          | 80,000.00   |
| 0108                         | 8112730000-N PDA TESTING                                                                                  | 3.000     | 3,500.00000   | 10,500.00   |
|                              |                                                                                                           | EA        |               |             |
| 0109                         | 8121000000-N UNCLASSIFIE<br>D STRUCTURE EXCAVA-TION<br>AT STATION *****<br>(22+49.00 -L-)                 | LUMP      | LUMP          | 10,000.00   |

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| Line | Item                                                                                      | Approx.          | Unit Price    | Bid Amount  |
|------|-------------------------------------------------------------------------------------------|------------------|---------------|-------------|
| No.  | Description                                                                               | Quantity         | Dollars   Cts | Dollars  Ct |
|      |                                                                                           | and Units        |               |             |
| 0110 | 8121000000-N UNCLASSIFIED<br>D STRUCTURE EXCAVATION<br>AT STATION *****<br>(36+88.50 -L-) | LUMP             | LUMP          | 10,000.00   |
| 0111 | 8121000000-N UNCLASSIFIED<br>D STRUCTURE EXCAVATION<br>AT STATION *****<br>(54+85.50 -L-) | LUMP             | LUMP          | 10,000.00   |
| 0112 | 8156000000-E CONCRETE<br>WEARING SURFACE                                                  | 16,968.000<br>SF | 10.00000      | 169,680.00  |
| 0113 | 8161000000-E GROOVING<br>BRIDGE FLOORS                                                    | 21,491.000<br>SF | 2.00000       | 42,982.00   |
| 0114 | 8210000000-N BRIDGE<br>APPROACH SLABS,<br>STATION*****<br>(22+49.00 -L-)                  | LUMP             | LUMP          | 40,000.00   |
| 0115 | 8210000000-N BRIDGE<br>APPROACH SLABS,<br>STATION*****<br>(36+88.50 -L-)                  | LUMP             | LUMP          | 40,000.00   |
| 0116 | 8210000000-N BRIDGE<br>APPROACH SLABS,<br>STATION*****<br>(54+85.50 -L-)                  | LUMP             | LUMP          | 40,000.00   |
| 0117 | 8329000000-E 12"<br>PRESTRESSED CONCRETE<br>PILES                                         | 1,530.000<br>LF  | 70.00000      | 107,100.00  |
| 0118 | 8503000000-E CONCRETE<br>BARRIER RAIL                                                     | 811.250<br>LF    | 75.00000      | 60,843.75   |
| 0119 | 8608000000-E RIP RAP<br>CLASS II (2'-0" THICK)                                            | 1,080.000<br>TON | 55.00000      | 59,400.00   |

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| Line | Item                                                         | Approx.         | Unit Price    | Bid Amount  |
|------|--------------------------------------------------------------|-----------------|---------------|-------------|
| No.  | Description                                                  | Quantity        | Dollars   Cts | Dollars  Ct |
|      |                                                              | and Units       |               |             |
| 0120 | 8622000000-E GEOTEXTILE<br>FOR DRAINAGE                      | 1,199.000<br>SY | 6.00000       | 7,194.00    |
| 0121 | 8657000000-N ELASTOMERIC<br>BEARINGS                         | LUMP            | LUMP          | 30,000.00   |
| 0122 | 8762000000-E 3'-0" X<br>1'-9" PRESTRESSED<br>CONCCORED SLABS | 3,150.000<br>LF | 130.00000     | 409,500.00  |
| 0123 | 8763000000-E 3'-0" X<br>2'-0" PRESTRESSED<br>CONCCORED SLABS | 2,925.000<br>LF | 140.00000     | 409,500.00  |
| 0124 | 8182000000-E CLASS A<br>CONCRETE (BRIDGE)                    | 49.700<br>CY    | 1,500.00000   | 74,550.00   |
| 0125 | 8217000000-E REINFORCING<br>STEEL (BRIDGE)                   | 9,809.000<br>LB | 2.00000       | 19,618.00   |
| 0126 | 8333000000-E 16"<br>PRESTRESSED CONCRETE<br>PILES            | 315.000<br>LF   | 72.00000      | 22,680.00   |
| 0127 | 8393000000-N PILE<br>REDRIVES                                | 10.000<br>EA    | 150.00000     | 1,500.00    |
| 0128 | 8182000000-E CLASS A<br>CONCRETE (BRIDGE)                    | 34.800<br>CY    |               |             |
| 0129 | 8217000000-E REINFORCING<br>STEEL (BRIDGE)                   | 6,512.000<br>LB |               |             |
| 0130 | 8333000000-E 16"<br>PRESTRESSED CONCRETE<br>PILES            | 360.000<br>LF   |               |             |
| 0131 | 8393000000-N PILE<br>REDRIVES                                | 10.000<br>EA    |               |             |

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Project(s): BRSTP-0301(25)

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Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line | Item                                                                                     | Approx.          | Unit Price    | Bid Amount   |
|------|------------------------------------------------------------------------------------------|------------------|---------------|--------------|
| No.  | Description                                                                              | Quantity         | Dollars   Cts | Dollars   Ct |
|      |                                                                                          | and Units        |               |              |
| 0132 | 8867000000-E GENERIC<br>STRUCTURE ITEM 3'-0" X<br>2'-6" PRESTRESSED CONC<br>IA2 BENT CAP | 47.250<br>LF     |               |              |
| 0133 | 8182000000-E CLASS A<br>CONCRETE (BRIDGE)<br>IB1                                         | 65.000<br>CY     | 1,500.00000   | 97,500.00    |
| 0134 | 8217000000-E REINFORCING<br>STEEL (BRIDGE)<br>IB1                                        | 12,246.000<br>LB | 2.00000       | 24,492.00    |
| 0135 | 8333000000-E 16"<br>PRESTRESSED CONCRETE<br>IB1 PILES                                    | 480.000<br>LF    | 72.00000      | 34,560.00    |
| 0136 | 8392500000-E PREDRILLING<br>FOR PILES<br>IB1                                             | 113.000<br>LF    | 300.00000     | 33,900.00    |
| 0137 | 8393000000-N PILE<br>REDRIVES<br>IB1                                                     | 12.000<br>EA     | 150.00000     | 1,800.00     |
| 0138 | 8182000000-E CLASS A<br>CONCRETE (BRIDGE)<br>IB2                                         | 35.000<br>CY     |               |              |
| 0139 | 8217000000-E REINFORCING<br>STEEL (BRIDGE)<br>IB2                                        | 5,724.000<br>LB  |               |              |
| 0140 | 8333000000-E 16"<br>PRESTRESSED CONCRETE<br>IB2 PILES                                    | 640.000<br>LF    |               |              |
| 0141 | 8392500000-E PREDRILLING<br>FOR PILES<br>IB2                                             | 151.000<br>LF    |               |              |
| 0142 | 8393000000-N PILE<br>REDRIVES<br>IB2                                                     | 14.000<br>EA     |               |              |

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Project(s): BRSTP-0301(25)

Letting Date: 04-21-15 Call Order: 003

Bidder: 9107 - Palmetto Infrastructure, Inc.

| Line<br>No. | Item<br>Description                                                                  | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Ct |
|-------------|--------------------------------------------------------------------------------------|----------------------------------|-----------------------------|----------------------------|
| 0143        | 8867000000-E GENERIC<br>STRUCTURE ITEM 3'-0" X<br>2'-6" PRESTRESSED CONC<br>BENT CAP | 94.500<br>LF                     |                             |                            |
| 0144        | 8182000000-E CLASS A<br>CONCRETE (BRIDGE)                                            | 62.200<br>CY                     | 1,500.00000                 | 93,300.00                  |
| 0145        | 8217000000-E REINFORCING<br>STEEL (BRIDGE)                                           | 11,975.000<br>LB                 | 2.00000                     | 23,950.00                  |
| 0146        | 8333000000-E 16"<br>PRESTRESSED CONCRETE<br>PILES                                    | 570.000<br>LF                    | 72.00000                    | 41,040.00                  |
| 0147        | 8393000000-N PILE<br>REDRIVES                                                        | 12.000<br>EA                     | 300.00000                   | 3,600.00                   |
| 0148        | 8182000000-E CLASS A<br>CONCRETE (BRIDGE)                                            | 32.400<br>CY                     |                             |                            |
| 0149        | 8217000000-E REINFORCING<br>STEEL (BRIDGE)                                           | 5,307.000<br>LB                  |                             |                            |
| 0150        | 8333000000-E 16"<br>PRESTRESSED CONCRETE<br>PILES                                    | 760.000<br>LF                    |                             |                            |
| 0151        | 8393000000-N PILE<br>REDRIVES                                                        | 14.000<br>EA                     |                             |                            |
| 0152        | 8867000000-E GENERIC<br>STRUCTURE ITEM 3'-0" X<br>2'-6" PRESTRESSED CONC<br>BENT CAP | 94.500<br>LF                     |                             |                            |
|             | Section 0004 Total                                                                   |                                  |                             | 2,229,189.75               |
|             | Bid Total                                                                            |                                  |                             | 5,131,945.52               |

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:

- 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.

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 acknowledges 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.



PROPOSAL: C203564  
LETTING: L150421 CALL: 003  
VENDOR: 9107 Palmetto Infrastructure, Inc.

| LINE NO. | ITEM NO. | ITEM DESC. | UNIT TYPE | SUBCONTRACTOR QUANTITY | SUBCONTRACTOR UNIT PRICE | EXTENDED AMOUNT |
|----------|----------|------------|-----------|------------------------|--------------------------|-----------------|
|----------|----------|------------|-----------|------------------------|--------------------------|-----------------|

DBE SUBCONTRACTOR: 11402 FLORENCE CONCRETE PRODUCTS, INC.  
Will Use Quote: Yes

|      |              |                 |  |          |           |           |
|------|--------------|-----------------|--|----------|-----------|-----------|
| 0122 | 8762000000-E | 3'-0"X 1'-9" LF |  | 3150.000 | 86.50000  | 272475.00 |
| 0123 | 8763000000-E | 3'-0" X 2'-0 LF |  | 2925.000 | 105.10000 | 307417.50 |

|                                                  |            |           |
|--------------------------------------------------|------------|-----------|
| DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:          | 579,892.50 | Committed |
| DBE COMMITMENT TOTAL FOR VENDOR ( Manufacturer ) | 579,892    |           |

|                                  |           |            |           |
|----------------------------------|-----------|------------|-----------|
| TOTAL DBE COMMITMENT FOR VENDOR: | Entered:  | 11.30% or  | 579892.50 |
|                                  | Required: | 8.00% or   | 410555.64 |
|                                  |           | <GOAL MET> |           |

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 1 amendment files

00001 04-10-15 ADD & MODIFY ITEMS

#### 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.

I Hereby certify that I have the authority to submit this bid.

Signature

Agency

Date

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## Contract Item Sheets For C203564

| Line #               | ItemNumber   | Sec # | Description                                                                  | Quantity Unit  | Unit Bid Price | Amount Bid |
|----------------------|--------------|-------|------------------------------------------------------------------------------|----------------|----------------|------------|
| <b>ROADWAY ITEMS</b> |              |       |                                                                              |                |                |            |
| 0001                 | 0000100000-N | 800   | MOBILIZATION                                                                 | Lump Sum<br>LS | 260,000.00     | 260,000.00 |
| 0002                 | 0015000000-N | 205   | SEALING ABANDONED WELLS                                                      | 2<br>EA        | 1,500.00       | 3,000.00   |
| 0003                 | 0030000000-N | SP    | BRIDGE APPROACH FILL - SUB<br>REGIONAL TIER, STATION *****<br>(22+49.00 -L-) | Lump Sum<br>LS | 7,500.00       | 7,500.00   |
| 0004                 | 0030000000-N | SP    | BRIDGE APPROACH FILL - SUB<br>REGIONAL TIER, STATION *****<br>(36+88.50 -L-) | Lump Sum<br>LS | 7,500.00       | 7,500.00   |
| 0005                 | 0030000000-N | SP    | BRIDGE APPROACH FILL - SUB<br>REGIONAL TIER, STATION *****<br>(54+85.50 -L-) | Lump Sum<br>LS | 7,500.00       | 7,500.00   |
| 0006                 | 0043000000-N | 226   | GRADING                                                                      | Lump Sum<br>LS | 355,000.00     | 355,000.00 |
| 0007                 | 0050000000-E | 226   | SUPPLEMENTARY CLEARING & GRUB-<br>BING                                       | 1<br>ACR       | 500.00         | 500.00     |
| 0008                 | 0057000000-E | 226   | UNDERCUT EXCAVATION                                                          | 1,000<br>CY    | 9.00           | 9,000.00   |
| 0009                 | 0134000000-E | 240   | DRAINAGE DITCH EXCAVATION                                                    | 320<br>CY      | 40.00          | 12,800.00  |
| 0010                 | 0195000000-E | 265   | SELECT GRANULAR MATERIAL                                                     | 1,000<br>CY    | 18.00          | 18,000.00  |
| 0011                 | 0196000000-E | 270   | GEOTEXTILE FOR SOIL STABILIZA-<br>TION                                       | 4,000<br>SY    | 2.25           | 9,000.00   |
| 0012                 | 0220000000-E | SP    | ROCK EMBANKMENTS                                                             | 4,150<br>TON   | 32.00          | 132,800.00 |
| 0013                 | 0222000000-E | SP    | GEOTEXTILE FOR ROCK EMBANK-<br>MENTS                                         | 8,120<br>SY    | 2.25           | 18,270.00  |
| 0014                 | 0318000000-E | 300   | FOUNDATION CONDITIONING MATE-<br>RIAL, MINOR STRUCTURES                      | 20<br>TON      | 36.90          | 738.00     |
| 0015                 | 0320000000-E | 300   | FOUNDATION CONDITIONING GEO-<br>TEXTILE                                      | 70<br>SY       | 5.65           | 395.50     |
| 0016                 | 0343000000-E | 310   | 15" SIDE DRAIN PIPE                                                          | 108<br>LF      | 37.55          | 4,055.40   |
| 0017                 | 0344000000-E | 310   | 18" SIDE DRAIN PIPE                                                          | 36<br>LF       | 65.55          | 2,359.80   |
| 0018                 | 0448200000-E | 310   | 15" RC PIPE CULVERTS, CLASS IV                                               | 40<br>LF       | 41.75          | 1,670.00   |

## Contract Item Sheets For C203564

| Line # | ItemNumber   | Sec # | Description                                           | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|-------------------------------------------------------|---------------|----------------|------------|
| 0019   | 0995000000-E | 340   | PIPE REMOVAL                                          | 5 LF          | 59.70          | 298.50     |
| 0020   | 0996000000-N | 350   | PIPE CLEAN-OUT                                        | 1 EA          | 2,035.00       | 2,035.00   |
| 0021   | 1077000000-E | SP    | #57 STONE                                             | 8,050 TON     | 19.85          | 159,792.50 |
| 0022   | 1099500000-E | 505   | SHALLOW UNDERCUT                                      | 1,000 CY      | 10.25          | 10,250.00  |
| 0023   | 1099700000-E | 505   | CLASS IV SUBGRADE STABILIZATION                       | 2,000 TON     | 13.25          | 26,500.00  |
| 0024   | 1220000000-E | 545   | INCIDENTAL STONE BASE                                 | 1,000 TON     | 13.00          | 13,000.00  |
| 0025   | 1308000000-E | 607   | MILLING ASPHALT PAVEMENT, ***" TO *****" (0" TO 5.4") | 5,930 SY      | 3.75           | 22,237.50  |
| 0026   | 1330000000-E | 607   | INCIDENTAL MILLING                                    | 213.4 SY      | 19.00          | 4,054.60   |
| 0027   | 1489000000-E | 610   | ASPHALT CONC BASE COURSE, TYPE B25.0B                 | 4,380 TON     | 38.00          | 166,440.00 |
| 0028   | 1498000000-E | 610   | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B         | 3,170 TON     | 38.00          | 120,460.00 |
| 0029   | 1519000000-E | 610   | ASPHALT CONC SURFACE COURSE, TYPE S9.5B               | 5,180 TON     | 38.00          | 196,840.00 |
| 0030   | 1575000000-E | 620   | ASPHALT BINDER FOR PLANT MIX                          | 660 TON       | 635.00         | 419,100.00 |
| 0031   | 1693000000-E | 654   | ASPHALT PLANT MIX, PAVEMENT REPAIR                    | 250 TON       | 155.00         | 38,750.00  |
| 0032   | 2000000000-N | 806   | RIGHT OF WAY MARKERS                                  | 19 EA         | 150.00         | 2,850.00   |
| 0033   | 2286000000-N | 840   | MASONRY DRAINAGE STRUCTURES                           | 7 EA          | 1,614.90       | 11,304.30  |
| 0034   | 2308000000-E | 840   | MASONRY DRAINAGE STRUCTURES                           | 2.6 LF        | 956.30         | 2,486.38   |
| 0035   | 2367000000-N | 840   | FRAME WITH TWO GRATES, STD 840.29                     | 6 EA          | 602.00         | 3,612.00   |
| 0036   | 2396000000-N | 840   | FRAME WITH COVER, STD 840.54                          | 1 EA          | 587.00         | 587.00     |
| 0037   | 2556000000-E | 846   | SHOULDER BERM GUTTER                                  | 114 LF        | 45.00          | 5,130.00   |

## Contract Item Sheets For C203564

| Line # | ItemNumber   | Sec # | Description                                        | Quantity Unit  | Unit Bid Price | Amount Bid |
|--------|--------------|-------|----------------------------------------------------|----------------|----------------|------------|
| 0038   | 3030000000-E | 862   | STEEL BM GUARDRAIL                                 | 5,937.5<br>LF  | 14.80          | 87,875.00  |
| 0039   | 3150000000-N | 862   | ADDITIONAL GUARDRAIL POSTS                         | 10<br>EA       | 11.00          | 110.00     |
| 0040   | 3270000000-N | SP    | GUARDRAIL ANCHOR UNITS, TYPE 350                   | 12<br>EA       | 1,700.00       | 20,400.00  |
| 0041   | 3317000000-N | 862   | GUARDRAIL ANCHOR UNITS, TYPE B-77                  | 12<br>EA       | 1,300.00       | 15,600.00  |
| 0042   | 3360000000-E | 863   | REMOVE EXISTING GUARDRAIL                          | 2,287.06<br>LF | 1.00           | 2,287.06   |
| 0043   | 3628000000-E | 876   | RIP RAP, CLASS I                                   | 100<br>TON     | 65.00          | 6,500.00   |
| 0044   | 3649000000-E | 876   | RIP RAP, CLASS B                                   | 8<br>TON       | 48.00          | 384.00     |
| 0045   | 3656000000-E | 876   | GEOTEXTILE FOR DRAINAGE                            | 1,015<br>SY    | 2.25           | 2,283.75   |
| 0046   | 4072000000-E | 903   | SUPPORTS, 3-LB STEEL U-CHANNEL                     | 55<br>LF       | 6.00           | 330.00     |
| 0047   | 4096000000-N | 904   | SIGN ERECTION, TYPE D                              | 2<br>EA        | 100.00         | 200.00     |
| 0048   | 4102000000-N | 904   | SIGN ERECTION, TYPE E                              | 4<br>EA        | 50.00          | 200.00     |
| 0049   | 4110000000-N | 904   | SIGN ERECTION, TYPE ***<br>(GROUND MOUNTED)<br>(A) | 2<br>EA        | 650.00         | 1,300.00   |
| 0050   | 4155000000-N | 907   | DISPOSAL OF SIGN SYSTEM, U-CHANNEL                 | 10<br>EA       | 1.00           | 10.00      |
| 0051   | 4235000000-N | 907   | STOCKPILE SIGN, A B OR C<br>(GROUND MOUNTED)       | 1<br>EA        | 1.00           | 1.00       |
| 0052   | 4236000000-N | 907   | DISPOSAL OF SIGN, A, B OR C<br>(GROUND MOUNTED)    | 1<br>EA        | 1.00           | 1.00       |
| 0053   | 4400000000-E | 1110  | WORK ZONE SIGNS (STATIONARY)                       | 537<br>SF      | 4.95           | 2,658.15   |
| 0054   | 4405000000-E | 1110  | WORK ZONE SIGNS (PORTABLE)                         | 138<br>SF      | 7.25           | 1,000.50   |
| 0055   | 4410000000-E | 1110  | WORK ZONE SIGNS (BARRICADE MOUNTED)                | 203<br>SF      | 5.25           | 1,065.75   |
| 0056   | 4415000000-N | 1115  | FLASHING ARROW BOARD                               | 1<br>EA        | 3,650.00       | 3,650.00   |

## Contract Item Sheets For C203564

| Line # | ItemNumber   | Sec # | Description                                                     | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|-----------------------------------------------------------------|---------------|----------------|------------|
| 0057   | 4422000000-N | 1120  | PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)                   | 1 DAY         | 75.00          | 75.00      |
| 0058   | 4430000000-N | 1130  | DRUMS                                                           | 35 EA         | 41.50          | 1,452.50   |
| 0059   | 4445000000-E | 1145  | BARRICADES (TYPE III)                                           | 160 LF        | 17.50          | 2,800.00   |
| 0060   | 4480000000-N | 1165  | TMA                                                             | 1 EA          | 7,500.00       | 7,500.00   |
| 0061   | 4600000000-N | SP    | GENERIC TRAFFIC CONTROL ITEM SIGNS, COVERING                    | 1 EA          | 1,000.00       | 1,000.00   |
| 0062   | 4650000000-N | 1251  | TEMPORARY RAISED PAVEMENT MARKERS                               | 174 EA        | 2.00           | 348.00     |
| 0063   | 4685000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)              | 13,136 LF     | 0.55           | 7,224.80   |
| 0064   | 4686000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)             | 13,136 LF     | 0.88           | 11,559.68  |
| 0065   | 4770000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (III) | 1,648 LF      | 3.25           | 5,356.00   |
| 0066   | 4810000000-E | 1205  | PAINT PAVEMENT MARKING LINES (4")                               | 27,760 LF     | 0.16           | 4,441.60   |
| 0067   | 4900000000-N | 1251  | PERMANENT RAISED PAVEMENT MARKERS                               | 88 EA         | 10.00          | 880.00     |
| 0068   | 6000000000-E | 1605  | TEMPORARY SILT FENCE                                            | 10,100 LF     | 1.90           | 19,190.00  |
| 0069   | 6006000000-E | 1610  | STONE FOR EROSION CONTROL, CLASS A                              | 165 TON       | 29.50          | 4,867.50   |
| 0070   | 6009000000-E | 1610  | STONE FOR EROSION CONTROL, CLASS B                              | 140 TON       | 29.50          | 4,130.00   |
| 0071   | 6012000000-E | 1610  | SEDIMENT CONTROL STONE                                          | 600 TON       | 24.75          | 14,850.00  |
| 0072   | 6015000000-E | 1615  | TEMPORARY MULCHING                                              | 9 ACR         | 1,300.00       | 11,700.00  |
| 0073   | 6018000000-E | 1620  | SEED FOR TEMPORARY SEEDING                                      | 600 LB        | 4.00           | 2,400.00   |
| 0074   | 6021000000-E | 1620  | FERTILIZER FOR TEMPORARY SEEDING                                | 3 TON         | 2,100.00       | 6,300.00   |

## Contract Item Sheets For C203564

| Line # | ItemNumber   | Sec # | Description                      | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|----------------------------------|---------------|----------------|------------|
| 0075   | 6024000000-E | 1622  | TEMPORARY SLOPE DRAINS           | 200 LF        | 20.05          | 4,010.00   |
| 0076   | 6029000000-E | SP    | SAFETY FENCE                     | 5,800 LF      | 1.50           | 8,700.00   |
| 0077   | 6030000000-E | 1630  | SILT EXCAVATION                  | 170 CY        | 7.95           | 1,351.50   |
| 0078   | 6036000000-E | 1631  | MATTING FOR EROSION CONTROL      | 21,000 SY     | 1.00           | 21,000.00  |
| 0079   | 6037000000-E | SP    | COIR FIBER MAT                   | 325 SY        | 6.50           | 2,112.50   |
| 0080   | 6038000000-E | SP    | PERMANENT SOIL REINFORCEMENT MAT | 120 SY        | 6.00           | 720.00     |
| 0081   | 6042000000-E | 1632  | 1/4" HARDWARE CLOTH              | 1,110 LF      | 3.00           | 3,330.00   |
| 0082   | 6048000000-E | SP    | FLOATING TURBIDITY CURTAIN       | 6,500 SY      | 29.00          | 188,500.00 |
| 0083   | 6070000000-N | 1639  | SPECIAL STILLING BASINS          | 14 EA         | 700.00         | 9,800.00   |
| 0084   | 6071010000-E | SP    | WATTLE                           | 180 LF        | 12.00          | 2,160.00   |
| 0085   | 6071014000-E | SP    | COIR FIBER WATTLE BARRIER        | 4,800 LF      | 6.00           | 28,800.00  |
| 0086   | 6071020000-E | SP    | POLYACRYLAMIDE (PAM)             | 55 LB         | 18.00          | 990.00     |
| 0087   | 6084000000-E | 1660  | SEEDING & MULCHING               | 9 ACR         | 1,900.00       | 17,100.00  |
| 0088   | 6087000000-E | 1660  | MOWING                           | 5 ACR         | 600.00         | 3,000.00   |
| 0089   | 6090000000-E | 1661  | SEED FOR REPAIR SEEDING          | 100 LB        | 6.00           | 600.00     |
| 0090   | 6093000000-E | 1661  | FERTILIZER FOR REPAIR SEEDING    | 0.25 TON      | 2,500.00       | 625.00     |
| 0091   | 6096000000-E | 1662  | SEED FOR SUPPLEMENTAL SEEDING    | 200 LB        | 5.00           | 1,000.00   |
| 0092   | 6108000000-E | 1665  | FERTILIZER TOPDRESSING           | 6 TON         | 1,800.00       | 10,800.00  |
| 0093   | 6111000000-E | SP    | IMPERVIOUS DIKE                  | 485 LF        | 35.00          | 16,975.00  |
| 0094   | 6114500000-N | 1667  | SPECIALIZED HAND MOWING          | 10 MHR        | 25.00          | 250.00     |
| 0095   | 6117000000-N | SP    | RESPONSE FOR EROSION CONTROL     | 25 EA         | 250.00         | 6,250.00   |



Contract Item Sheets For C203564

| Line # | ItemNumber   | Sec # | Description            | Quantity Unit  | Unit Bid Price | Amount Bid |
|--------|--------------|-------|------------------------|----------------|----------------|------------|
| 0096   | 6123000000-E | 1670  | REFORESTATION          | 0.25<br>ACR    | 10,000.00      | 2,500.00   |
| 0153   | 0000400000-N | 801   | CONSTRUCTION SURVEYING | Lump Sum<br>LS | 30,000.00      | 30,000.00  |

## Contract Item Sheets For C203564

| Line # | ItemNumber   | Sec # | Description                                     | Quantity Unit  | Unit Bid Price | Amount Bid |
|--------|--------------|-------|-------------------------------------------------|----------------|----------------|------------|
| 0097   | 8126000000-N | 414   | CULVERT EXCAVATION, STA *****<br>(17+17.80 -L-) | Lump Sum<br>LS | 30,700.00      | 30,700.00  |
| 0098   | 8126000000-N | 414   | CULVERT EXCAVATION, STA *****<br>(74+25.00 -L-) | Lump Sum<br>LS | 30,700.00      | 30,700.00  |
| 0099   | 8133000000-E | 414   | FOUNDATION CONDITIONING MATERIAL, BOX CULVERT   | 109<br>TON     | 50.00          | 5,450.00   |
| 0100   | 8196000000-E | 420   | CLASS A CONCRETE (CULVERT)                      | 141.4<br>CY    | 1,065.00       | 150,591.00 |
| 0101   | 8245000000-E | 425   | REINFORCING STEEL (CULVERT)                     | 16,993<br>LB   | 1.00           | 16,993.00  |

## Contract Item Sheets For C203564

| Line # | ItemNumber   | Sec # | Description                                                                              | Quantity Unit  | Unit Bid Price | Amount Bid |
|--------|--------------|-------|------------------------------------------------------------------------------------------|----------------|----------------|------------|
| 0102   | 8017000000-N | SP    | CONSTRUCTION, MAINTENANCE, &<br>REMOVAL OF TEMP ACCESS AT STA<br>*****<br>(22+49.00 -L-) | Lump Sum<br>LS | 25,000.00      | 25,000.00  |
| 0103   | 8017000000-N | SP    | CONSTRUCTION, MAINTENANCE, &<br>REMOVAL OF TEMP ACCESS AT STA<br>*****<br>(36+88.50 -L-) | Lump Sum<br>LS | 25,000.00      | 25,000.00  |
| 0104   | 8017000000-N | SP    | CONSTRUCTION, MAINTENANCE, &<br>REMOVAL OF TEMP ACCESS AT STA<br>*****<br>(54+85.50 -L-) | Lump Sum<br>LS | 25,000.00      | 25,000.00  |
| 0105   | 8035000000-N | 402   | REMOVAL OF EXISTING STRUCTURE<br>AT STATION *****<br>(22+49.00 -L-)                      | Lump Sum<br>LS | 65,000.00      | 65,000.00  |
| 0106   | 8035000000-N | 402   | REMOVAL OF EXISTING STRUCTURE<br>AT STATION *****<br>(36+88.50 -L-)                      | Lump Sum<br>LS | 80,000.00      | 80,000.00  |
| 0107   | 8035000000-N | 402   | REMOVAL OF EXISTING STRUCTURE<br>AT STATION *****<br>(54+85.50 -L-)                      | Lump Sum<br>LS | 80,000.00      | 80,000.00  |
| 0108   | 8112730000-N | 450   | PDA TESTING                                                                              | 3<br>EA        | 3,500.00       | 10,500.00  |
| 0109   | 8121000000-N | 412   | UNCLASSIFIED STRUCTURE EXCAVA-<br>TION AT STATION *****<br>(22+49.00 -L-)                | Lump Sum<br>LS | 10,000.00      | 10,000.00  |
| 0110   | 8121000000-N | 412   | UNCLASSIFIED STRUCTURE EXCAVA-<br>TION AT STATION *****<br>(36+88.50 -L-)                | Lump Sum<br>LS | 10,000.00      | 10,000.00  |
| 0111   | 8121000000-N | 412   | UNCLASSIFIED STRUCTURE EXCAVA-<br>TION AT STATION *****<br>(54+85.50 -L-)                | Lump Sum<br>LS | 10,000.00      | 10,000.00  |
| 0112   | 8156000000-E | SP    | CONCRETE WEARING SURFACE                                                                 | 16,968<br>SF   | 10.00          | 169,680.00 |
| 0113   | 8161000000-E | 420   | GROOVING BRIDGE FLOORS                                                                   | 21,491<br>SF   | 2.00           | 42,982.00  |
| 0114   | 8210000000-N | 422   | BRIDGE APPROACH SLABS, STATION<br>*****<br>(22+49.00 -L-)                                | Lump Sum<br>LS | 40,000.00      | 40,000.00  |
| 0115   | 8210000000-N | 422   | BRIDGE APPROACH SLABS, STATION<br>*****<br>(36+88.50 -L-)                                | Lump Sum<br>LS | 40,000.00      | 40,000.00  |

## Contract Item Sheets For C203564

| Line # | ItemNumber   | Sec # | Description                                               | Quantity Unit  | Unit Bid Price | Amount Bid |
|--------|--------------|-------|-----------------------------------------------------------|----------------|----------------|------------|
| 0116   | 8210000000-N | 422   | BRIDGE APPROACH SLABS, STATION<br>*****<br>(54+85.50 -L-) | Lump Sum<br>LS | 40,000.00      | 40,000.00  |
| 0117   | 8329000000-E | 450   | 12" PRESTRESSED CONCRETE PILES                            | 1,530<br>LF    | 70.00          | 107,100.00 |
| 0118   | 8503000000-E | 460   | CONCRETE BARRIER RAIL                                     | 811.25<br>LF   | 75.00          | 60,843.75  |
| 0119   | 8608000000-E | 876   | RIP RAP CLASS II (2'-0" THICK)                            | 1,080<br>TON   | 55.00          | 59,400.00  |
| 0120   | 8622000000-E | 876   | GEOTEXTILE FOR DRAINAGE                                   | 1,199<br>SY    | 6.00           | 7,194.00   |
| 0121   | 8657000000-N | 430   | ELASTOMERIC BEARINGS                                      | Lump Sum<br>LS | 30,000.00      | 30,000.00  |
| 0122   | 8762000000-E | 430   | 3'-0" X 1'-9" PRESTRESSED CONC<br>CORED SLABS             | 3,150<br>LF    | 130.00         | 409,500.00 |
| 0123   | 8763000000-E | 430   | 3'-0" X 2'-0" PRESTRESSED CONC<br>CORED SLABS             | 2,925<br>LF    | 140.00         | 409,500.00 |

\*\*\*\*\* BEGIN SCHEDULE IA \*\*\*\*\*  
 \*\*\*\*\* ( 2 ALTERNATES ) \*\*\*\*\*

|             |              |     |                                                                      |             |          |           |
|-------------|--------------|-----|----------------------------------------------------------------------|-------------|----------|-----------|
| 0124<br>IA1 | 8182000000-E | 420 | CLASS A CONCRETE (BRIDGE)                                            | 49.7<br>CY  | 1,500.00 | 74,550.00 |
| 0125<br>IA1 | 8217000000-E | 425 | REINFORCING STEEL (BRIDGE)                                           | 9,809<br>LB | 2.00     | 19,618.00 |
| 0126<br>IA1 | 8333000000-E | 450 | 16" PRESTRESSED CONCRETE PILES                                       | 315<br>LF   | 72.00    | 22,680.00 |
| 0127<br>IA1 | 8393000000-N | 450 | PILE REDRIVES                                                        | 10<br>EA    | 150.00   | 1,500.00  |
| *** OR ***  |              |     |                                                                      |             |          |           |
| 0128<br>IA2 | 8182000000-E | 420 | CLASS A CONCRETE (BRIDGE)                                            | 34.8<br>CY  |          |           |
| 0129<br>IA2 | 8217000000-E | 425 | REINFORCING STEEL (BRIDGE)                                           | 6,512<br>LB |          |           |
| 0130<br>IA2 | 8333000000-E | 450 | 16" PRESTRESSED CONCRETE PILES                                       | 360<br>LF   |          |           |
| 0131<br>IA2 | 8393000000-N | 450 | PILE REDRIVES                                                        | 10<br>EA    |          |           |
| 0132<br>IA2 | 8867000000-E | SP  | GENERIC STRUCTURE ITEM<br>3'-0" X 2'-6" PRESTRESSED CONC<br>BENT CAP | 47.25<br>LF |          |           |

\*\*\*\*\* END SCHEDULE IA \*\*\*\*\*

## Contract Item Sheets For C203564

| Line #                                                        | ItemNumber   | Sec # | Description                                                          | Quantity Unit | Unit Bid Price | Amount Bid |
|---------------------------------------------------------------|--------------|-------|----------------------------------------------------------------------|---------------|----------------|------------|
| ***** BEGIN SCHEDULE IB *****<br>***** ( 2 ALTERNATES ) ***** |              |       |                                                                      |               |                |            |
| 0133<br>IB1                                                   | 8182000000-E | 420   | CLASS A CONCRETE (BRIDGE)                                            | 65<br>CY      | 1,500.00       | 97,500.00  |
| 0134<br>IB1                                                   | 8217000000-E | 425   | REINFORCING STEEL (BRIDGE)                                           | 12,246<br>LB  | 2.00           | 24,492.00  |
| 0135<br>IB1                                                   | 8333000000-E | 450   | 16" PRESTRESSED CONCRETE PILES                                       | 480<br>LF     | 72.00          | 34,560.00  |
| 0136<br>IB1                                                   | 8392500000-E | 450   | PREDRILLING FOR PILES                                                | 113<br>LF     | 300.00         | 33,900.00  |
| 0137<br>IB1                                                   | 8393000000-N | 450   | PILE REDRIVES                                                        | 12<br>EA      | 150.00         | 1,800.00   |
| *** OR ***                                                    |              |       |                                                                      |               |                |            |
| 0138<br>IB2                                                   | 8182000000-E | 420   | CLASS A CONCRETE (BRIDGE)                                            | 35<br>CY      |                |            |
| 0139<br>IB2                                                   | 8217000000-E | 425   | REINFORCING STEEL (BRIDGE)                                           | 5,724<br>LB   |                |            |
| 0140<br>IB2                                                   | 8333000000-E | 450   | 16" PRESTRESSED CONCRETE PILES                                       | 640<br>LF     |                |            |
| 0141<br>IB2                                                   | 8392500000-E | 450   | PREDRILLING FOR PILES                                                | 151<br>LF     |                |            |
| 0142<br>IB2                                                   | 8393000000-N | 450   | PILE REDRIVES                                                        | 14<br>EA      |                |            |
| 0143<br>IB2                                                   | 8867000000-E | SP    | GENERIC STRUCTURE ITEM<br>3'-0" X 2'-6" PRESTRESSED CONC<br>BENT CAP | 94.5<br>LF    |                |            |
| ***** END SCHEDULE IB *****                                   |              |       |                                                                      |               |                |            |
| ***** BEGIN SCHEDULE IC *****<br>***** ( 2 ALTERNATES ) ***** |              |       |                                                                      |               |                |            |
| 0144<br>IC1                                                   | 8182000000-E | 420   | CLASS A CONCRETE (BRIDGE)                                            | 62.2<br>CY    | 1,500.00       | 93,300.00  |
| 0145<br>IC1                                                   | 8217000000-E | 425   | REINFORCING STEEL (BRIDGE)                                           | 11,975<br>LB  | 2.00           | 23,950.00  |
| 0146<br>IC1                                                   | 8333000000-E | 450   | 16" PRESTRESSED CONCRETE PILES                                       | 570<br>LF     | 72.00          | 41,040.00  |
| 0147<br>IC1                                                   | 8393000000-N | 450   | PILE REDRIVES                                                        | 12<br>EA      | 300.00         | 3,600.00   |
| *** OR ***                                                    |              |       |                                                                      |               |                |            |
| 0148<br>IC2                                                   | 8182000000-E | 420   | CLASS A CONCRETE (BRIDGE)                                            | 32.4<br>CY    |                |            |
| 0149<br>IC2                                                   | 8217000000-E | 425   | REINFORCING STEEL (BRIDGE)                                           | 5,307<br>LB   |                |            |
| 0150<br>IC2                                                   | 8333000000-E | 450   | 16" PRESTRESSED CONCRETE PILES                                       | 760<br>LF     |                |            |
| 0151<br>IC2                                                   | 8393000000-N | 450   | PILE REDRIVES                                                        | 14<br>EA      |                |            |

Contract Item Sheets For C203564

| Line<br>#   | ItemNumber   | Sec<br># | Description                                                          | Quantity<br>Unit | Unit Bid<br>Price | Amount<br>Bid |
|-------------|--------------|----------|----------------------------------------------------------------------|------------------|-------------------|---------------|
| 0152<br>IC2 | 8867000000-E | SP       | GENERIC STRUCTURE ITEM<br>3'-0" X 2'-6" PRESTRESSED CONC<br>BENT CAP | 94.5<br>LF       |                   |               |

|                                        |  |  |  |  |  |                |
|----------------------------------------|--|--|--|--|--|----------------|
| ***** END SCHEDULE IC *****            |  |  |  |  |  |                |
| TOTAL AMOUNT OF BID FOR ENTIRE PROJECT |  |  |  |  |  | \$5,131,945.52 |

Contract No. C203564  
County Nash

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**

Palmetto Infrastructure, Inc.

Full name of Corporation

3620 Pelham Rd. PMB 349 Greenville, SC 29615

Address as Prequalified

Attest

Maryn Canniff  
Secretary/Assistant Secretary  
Select appropriate title

By

Greg Canniff  
President/Vice President/Assistant Vice President  
Select appropriate title

Maryn Canniff

Print or type Signer's name

Greg Canniff

Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

8<sup>th</sup> day of May 2015.

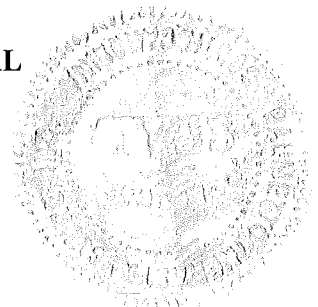
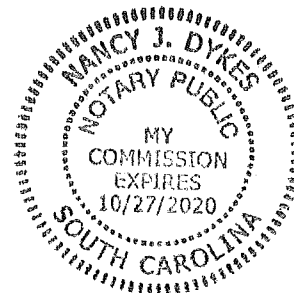
Nancy J. Dykes  
Signature of Notary Public

of Greenville County

State of S. Carolina

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**





## 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.

### DEBARMENT CERTIFICATION

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

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

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

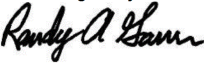
Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

Contract No. C203564

County (ies): Nash

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
  
A7079FC32A00470...

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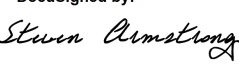
Contract Officer

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5/13/2015

Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:  
  
5C728C23AF06469...

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Attorney General

---

5/13/2015

Date

Signature Sheet (Bid - Acceptance by Department)

Bond No. 9183203

Contract No. C203564  
County Nash

Rev 5-17-11

### CONTRACT PAYMENT BOND

Date of Payment Bond Execution May 7, 2015

Name of Principal Contractor Palmetto Infrastructure, Inc.

Name of Surety: Fidelity and Deposit Company of Maryland  
Contract Surety Bond Claims, c/o ZURICH, 1400 American Lane, Schaumburg, IL 60196-1506

Name of Contracting Body: North Carolina Department of Transportation  
Raleigh, North Carolina

Amount of Bond: \$5,131,945.52 Five Million One Hundred Thirty One  
Thousand Nine Hundred Forty Five Dollars and 52/100

Contract ID No.: C203564

County Name: Nash

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. C203564  
County Nash

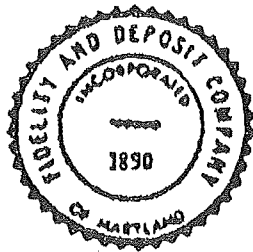
Rev 5-17-11

### CONTRACT PAYMENT BOND

*Affix Seal of Surety Company*

Fidelity and Deposit Company of Maryland  
Print or type Surety Company Name

By Angela M. Yount  
Print, stamp or type name of Attorney-in-Fact



Angela M. Yount  
Signature of Attorney-in-Fact

Jenny Peterson  
Signature of Witness

Jenny Peterson  
Print or type Signer's name

6230 Fairview Road, Suite 230

Charlotte, NC 28210

Address of Attorney-in-Fact

Contract No. C203564  
County Nash

Rev 5-17-11

**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

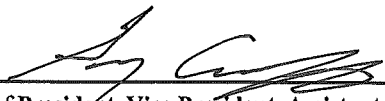
Palmetto Infrastructure, Inc.

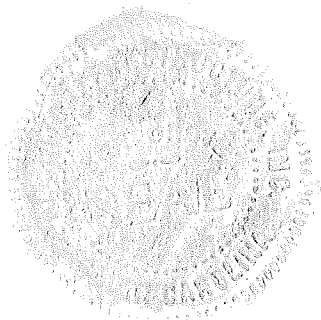
Full name of Corporation

3620 Pelham Rd., PMB 349, Greenville, SC 29615

Address as prequalified

By

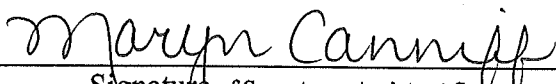
  
Signature of President, Vice President, Assistant Vice President  
Select appropriate title



  
Print or type Signer's name

*Affix Corporate Seal*

Attest

  
Signature of Secretary, Assistant Secretary  
Select appropriate title

Maryn Canniff  
Print or type Signer's name

Contract No. C203564  
County Nash

**CONTRACT PERFORMANCE BOND**

Date of Performance Bond Execution: May 7, 2015

Name of Principal Contractor: Palmetto Infrastructure, Inc.

Name of Surety: Fidelity and Deposit Company of Maryland  
Contract Surety Bond Claims, c/o ZURICH, 1400 American Lane, Schaumburg, IL 60196-1506

Name of Contracting Body: North Carolina Department of Transportation  
Raleigh, North Carolina

Amount of Bond: \$5,131,945.52 Five Million One Hundred Thirty One Thousand Nine Hundred Forty Five Dollars and 52/100

Contract ID No.: C203564

County Name: Nash

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

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

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

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



Contract No. C203564  
County Nash

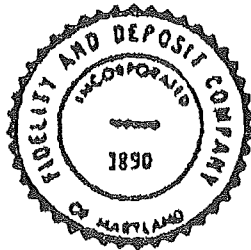
Rev 5-17-11

### CONTRACT PERFORMANCE BOND

*Affix Seal of Surety Company*

Fidelity and Deposit Company of Maryland  
Print or type Surety Company Name

By Angela M. Yount  
Print, stamp or type name of Attorney-in-Fact



Angela M. Yount  
Signature of Attorney-in-Fact

Jenny Peterson  
Signature of Witness

Jenny Peterson  
Print or type Signer's name

6230 Fairview Road, Suite 230

Charlotte, NC 28210

Address of Attorney-in-Fact

Contract No. C203564  
County Nash

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**  
**CORPORATION**

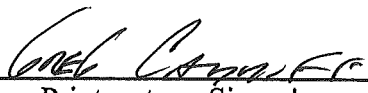
SIGNATURE OF CONTRACTOR (Principal)

Palmetto Infrastructure, Inc.  
Full name of Corporation

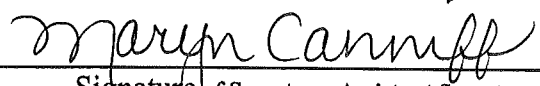
3620 Pelham Rd., PMB 349, Greenville, SC 29615  
Address as prequalified

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



  
Print or type Signer's name

*Affix Corporate Seal*

Attest   
Signature of Secretary, Assistant Secretary  
Select appropriate title

Maryn Canniff  
Print or type Signer's name

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Geoffrey Delisio, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Angela M. Yount

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Gerald F. Haley  
Assistant Secretary  
Gerald F. Haley

Geoffrey Delisio  
Vice President  
Geoffrey Delisio

State of Maryland  
County of Baltimore

On this 17th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 7th day of May, 2015.



*Thomas O. McClellan*

Thomas O. McClellan, Vice President