

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

C203632

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C203632

WBS 41099.3.2 STATE FUNDED

T.I.P. NO. P-4900A

COUNTY OF ROBESON

THIS IS THE RAIL CONTRACT

ROUTE NUMBER LENGTH 2.410 MILES

LOCATION RAILROAD BYPASS OF PEMBROKE.

CONTRACTOR C. M. LINDSAY & SONS, INC.

ADDRESS P.O. BOX 1887

LUMBERTON, NC 283591887

BIDS OPENED AUGUST 18, 2015

CONTRACT EXECUTION 9/11/2015

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

PROPOSAL

**INCLUDES ADDENDUM No. 1 DATED 08-10-15**

DATE AND TIME OF BID OPENING: **AUGUST 18, 2015 AT 2:00 PM**

CONTRACT ID      C203632  
WBS                41099.3.2

FEDERAL-AID NO. STATE FUNDED  
COUNTY            ROBESON  
T.I.P. NO.          P-4900A  
MILES                2.410  
ROUTE NO.  
LOCATION             RAILROAD BYPASS OF PEMBROKE.

TYPE OF WORK      GRADING, DRAINAGE, RAILROAD BED & 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 RAIL PROPOSAL

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

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**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C203632 IN ROBESON 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. C203632; 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 be 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. C203632 in Robeson 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.

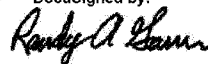
The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

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...

8/10/2015

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**PROPOSAL ITEM SHEET**

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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 **September 28, 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 **May 30, 2018**.

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

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

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

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

108

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 **September 28, 2015**.

The completion date for this intermediate contract time is **December 1, 2017**.

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 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **SR 1563 (Union Chapel Rd)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday thru Friday from 7:00 am to 9:00 am and from 4:00 pm to 6:00 pm**

In addition, the Contractor shall not close or narrow a lane of traffic on **SR 1563 (Union Chapel Rd)**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

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

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

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

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

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

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

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

108

SPI G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **SR 1563 (Union Chapel Rd)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**6:00 am to 9:00 pm**

The maximum allowable time for **hanging bridge girders** is **30** minutes for **SR 1563 (Union Chapel Rd)**. The Contractor shall reopen the travel lanes to traffic until any resulting traffic queue is depleted.

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

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

The liquidated damages are **Five Hundred Dollars (\$500.00)** per **15** minute time period.

**PERMANENT VEGETATION ESTABLISHMENT:**

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

104

SPI 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.

**MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):**

(7-18-06) (Rev. 3-25-13)

SPI 1-14(Rev)

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference on **Thursday, July 30, 2015** at 10:00 a.m. at:

Pembroke Town Hall  
100 Union Chapel Rd.  
Pembroke, NC 28372

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The individual has signed his name on the official roster no later than thirty (30) minutes after the above noted time for the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.

- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

For all interested contractors, an optional site visit has been scheduled to take place following the Mandatory Pre-Bid Conference. This will be the only opportunity for the contractor to view the portion of the site that is on CSX right of way during the advertisement. PPE (safety boots, vest, hard hat, safety glasses) will be required at the site visit.

**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
5 —	Unclassified Excavation
7 —	Borrow Excavation
15 —	Surge Stone

**SPECIALTY ITEMS:**

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

108-6

SP1 G37

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

Line #	Description
47 - 61	Utility Construction
62 - 93	Erosion Control

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 1-17-12)

109-8

SP1 G43(REV.)

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 \$ **1.9859** 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 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
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Surge Stone	Gal/Ton	0.55
Aggregate Base Course (Sub-Ballast)	Gal/Ton	0.55
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
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. 5-19-15)

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:

2016	(7/01/15 - 6/30/16)	<b>48</b>	% of Total Amount Bid
2017	(7/01/16 - 6/30/17)	<b>42</b>	% of Total Amount Bid
2018	(7/01/17 - 6/30/18)	<b>10</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.

#### **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 12-17-13)

102-15(J)

SP1 G66

#### **Description**

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

**Definitions**

*Additional MBE/WBE Subcontractors* - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required, unless the additional participation is used for banking purposes.

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

*Contract Goals Requirement* - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

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

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

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

*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 MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program 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.

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

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

### **Forms and Websites Referenced in this Provision**

*Payment Tracking System* - On-line system in which the Contractor enters the payments made to MBE and WBE 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 MBE/WBE 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 MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.  
<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 MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE 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 MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.  
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs 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>

**MBE and WBE Goal**

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract:

(A) Minority Business Enterprises **5.0 %**

- (1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.
- (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) Women Business Enterprises **5.0 %**

- (1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
- (2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE 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 MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. 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 MBE/WBE Subcontractors**

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal for which letters of intent are received will follow the banking guidelines found elsewhere in this provision. All other additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and

WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

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

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

(B) Paper Bids

- (1) *If either the MBE or WBE goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE 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 MBE and WBE participation for the contract.
  - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE 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 MBE and WBE 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 MBE/WBE 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 MBE's

or WBE's participation will not count towards achieving the corresponding goal.

- (2) *If either the MBE or WBE goal is zero, entries on the Listing of MBE and WBE Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

### **MBE or WBE Prime Contractor**

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

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

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

### **Written Documentation – Letter of Intent**

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the MBE and WBE goals of the contract, indicating the bidder's commitment to use the MBE/WBE 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 MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the



Contractor shall submit evidence of good faith efforts for the goal not met, 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 either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

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 would be 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 MBE/WBE 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 MBE/WBE 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 MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE 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 goals 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 MBEs/WBEs 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 MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located.

The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE 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 MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested MBEs/WBEs 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 MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs 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 MBEs/WBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE 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 MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, 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 MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs 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 MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs 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 MBEs/WBEs. 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 MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE 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 MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE 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 MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

### **Non-Good Faith Appeal**

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

**Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals****(A) Participation**

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

**(B) Joint Checks**

Prior notification of joint check use shall be required when counting MBE/WBE 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 MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE 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 MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

**(D) Joint Venture**

When a MBE or WBE 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 MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

**(E) Suppliers**

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

(F) Manufacturers and Regular Dealers

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

- (1) The fees or commissions charged by a MBE/WBE 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 MBE/WBE, 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) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE 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 MBE/WBE 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 MBE/WBE 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 MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE 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 the MBE or WBE goal.

- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE 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 MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE 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 MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE 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 MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE 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.

### **Banking MBE/WBE Credit**

If the bid of the lowest responsive bidder exceeds \$500,000 and if the committed MBE/WBE participation submitted by Letter of Intent exceeds the algebraic sum of the MBE or WBE goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

When the apparent lowest responsive bidder fails to submit sufficient participation by MBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the MBE goal as long as there are adequate funds available from the bidder's MBE bank account.

When the apparent lowest responsive bidder fails to submit sufficient participation by WBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the WBE goal as long as there are adequate funds available from the bidder's WBE bank account.

### **MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE 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 MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE 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 MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*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 MBE/WBE:

#### **(A) Performance Related Replacement**

When a committed MBE is terminated for good cause as stated above, an additional MBE that was submitted at the time of bid may be used to fulfill the MBE commitment. The same holds true if a committed WBE is terminated for good cause, an additional WBE that was submitted at the time of bid may be used to fulfill the WBE goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no

additional MBEs/WBEs submitted at the time of bid to cover the same amount of work as the MBE/WBE that was terminated.

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, 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 MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
  - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.
- (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed MBE/WBE 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 MBE/WBE 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 MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE 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 MBE/WBE, 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 MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE 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 MBEs/WBEs 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 MBE/WBE, the Contractor shall seek participation by MBEs/WBEs 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 MBE/WBE, the Contractor shall seek additional participation by MBEs/WBEs equal to the reduced MBE/WBE 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 MBE/WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE 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 MBE/WBE 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 MBE/WBE credit.

**Reporting Minority and Women Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE 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 MBEs/WBEs, 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-MBE/WBE 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 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.

**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.

**VALUE ENGINEERING PROPOSAL:**

(05-19-15)

104

SP01 G116

Revise the *2012 Standard Specifications* as follows:

**Page 1-36, Subarticle 104-12(B) Evaluation of Proposals, lines 42-44,** replace the fourth sentence of the second paragraph with the following:

Pending execution of a formal supplemental agreement implementing an approved VEP and transferal of final plans (hard copy and electronic) sealed by an engineer licensed in the State of North Carolina incorporating an approved VEP to the Resident Engineer and the State Value Management Engineer, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing contract.

**Page 1-37, Subarticle 104-12(D) Preliminary Review, lines 9-12,** replace the first sentence of the first paragraph with the following:

Should the Contractor desire a preliminary review of a possible VEP, before expending considerable time and expense in full development, a copy of the Preliminary VEP shall be submitted to the Resident Engineer and the State Value Management Engineer at ValueManagementUnit@ncdot.gov.

**Page 1-37, Subarticle 104-12(E) Final Proposal, lines 22-23,** replace the first sentence of the first paragraph with the following:

A copy of the Final VEP shall be submitted by the Contractor to the Resident Engineer and the State Value Management Engineer at ValueManagementUnit@ncdot.gov.

**Page 1-38, Subarticle 104-12(F) Modifications, lines 2-8,** replace the first paragraph with the following:

To facilitate the preparation of revisions to contract drawings, the Contractor may purchase reproducible copies of drawings for his use through the Department's Value Management Unit. The preparation of new design drawings by or for the Contractor shall be coordinated with the appropriate Design Branch through the State Value Management Engineer. The Contractor shall provide, at no charge to the Department, one set of reproducible drawings of the approved design needed to implement the VEP. Drawings (hard copy and electronic) which are sealed by an

engineer licensed in the State of North Carolina shall be submitted to the State Value Management Engineer no later than ten (10) business days after acceptance of a VEP unless otherwise permitted.

**Page 1-38, Subarticle 104-12(F) Modifications, line 17,** add the following at the end of the third paragraph:

Supplemental agreements executed for design-bid-build contracts shall reflect any realized savings in the corresponding line items. Supplemental agreements executed for design-build contracts shall add one line item deducting the full savings from the total contract price and one line item crediting the Contractor with 50% of the total VEP savings.

**Page 1-38, Subarticle 104-12(F) Modifications, lines 45-47,** replace the eighth paragraph with the following:

Unless and until a supplemental agreement is executed and issued by the Department and final plans (hard copy and electronic) sealed by an engineer licensed in the State of North Carolina incorporating an approved VEP have been provided to the Resident Engineer and the State Value Management Engineer, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing contract.

**RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:**

(5-21-13) (Rev. 5-19-15)

104-13

SPI G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

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

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to [valuemanagementunit@ncdot.gov](mailto:valuemanagementunit@ncdot.gov). For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

**DOMESTIC STEEL:**

(4-16-13)

106

SPI G120

Revise the *2012 Standard Specifications* as follows:

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

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

**MAINTENANCE OF THE PROJECT:**

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

104-10

SPI G125

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

**COOPERATION BETWEEN CONTRACTORS:**

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*.

P-4900B Robeson Co, located in the vicinity of this project, is anticipated to be let by Division during the construction of P-4900A.

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

**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.

**OUTSOURCING OUTSIDE THE USA:**

(9-21-04) (Rev. 5-16-06)

SP1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

*Outsourcing* for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

**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

SPI 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.

**RAILROAD WORK**

(6-23-2015)

Project scope includes work within railroad Right of Way (ROW). Contractor's scope shall include Department commitments made to railroads, through other agreements. Details and references to railroad standards committed to by the Department have been included with these documents and shall be the contractor's responsibility to maintain. Commitments made to the railroads include agreements to fully cooperate with and abide by railroad requirements for safety, communication and prevention of interference with operations. For the purpose of this contract, any reference to Engineer within the contract documents will mean the Department Engineer. The contractor shall receive contract authorization and direction only from the Engineer. The Railroad's Engineer may provide insight to the Contractor directly, but all information and directives shall be subject to verification by the Department Engineer managing this contract.

At no additional cost or delay claim related to any of the following stipulations, the Contractor shall be knowledgeable and prepared to promptly comply with the following:

(A) Roles and Authorities

The Department will administer and manage the contract. The railroad(s) will retain control of activities within railroad ROW. Additional definitions and roles have been provided within these documents.

(B) Contract Document Precedence

For railroad improvements or work impacting railroads, railroad performance standards provided and referenced herein will take precedence over, but shall not replace, the NCDOT Standard Specifications. The Engineer will determine limits of work impacting railroads. Contractor shall be responsible for understanding and complying with railroad performance standards. This shall include railroad submittal standards and review durations. Protocols not addressed through provided or referenced railroad standards will be determined by the Engineer.

(C) Pre-qualification for Railroad ROW Work

The Contractor and subcontractors shall be subject to pre-qualification, prior to entering the railroad ROW. Requirements shall be as included within these documents and shall apply to any and all subcontractors, unless otherwise determined by the Engineer.

(D) Insurance and/or Bonding Requirements

Prior to entering railroad ROW, the Contractor shall submit evidence that the types and amounts of insurance, deemed proper by the railroad(s), have been obtained.



- (E) Safety Training, including annual Roadway Worker Protection (RWP) and biennial e-RAILSAFE

The contractor shall be prepared to verify that required safety training, including RWP and e-RAILSAFE as required by this contract, have been successfully completed, obtained or performed for all people under their charge, prior to date of availability.

- (F) Right of Entry and Communication of Notice

For any work within the railroad ROW, the Contractor shall be responsible for obtaining right of entry from the railroad(s) and providing all notices, and pre-commencement meetings, required by the railroad(s) prior to, construction. The Contractor shall copy the Engineer on any communications with the railroad(s).

- (G) Schedules

The Contractor shall be responsible for preparing schedules that include the level of detail outlined in these documents.

- (H) Adherence to Railroad Safety Policies

The safety practices on railroad ROW will be at the discretion of the railroad(s). The Contractor will become familiar with written safety policies and meet with representatives of the railroad(s) as necessary to fully comply with the safety policies. The railroad(s) will have the authority to immediately and permanently remove any individual(s) from railroad ROW that compromise safety. Under no circumstances shall any statements or omissions in these documents relieve the Contractor from fully complying with all applicable Federal Railroad Administration (FRA) or applicable OSHA safety requirements.

- (I) Communication with Railroad Personnel

The Contractor shall be responsible for coordinating project communications with railroad personnel, including provision of railroad approved communication devices.

- (J) Interference with Railroad Operations

The Contractor shall be responsible for sharing the Department's commitment to prevent any interference with railroad operations and/or maintenance.

- (K) Maintenance of Walkways and Hazard Prevention

Within the project limits of the railroad ROW, the Contractor shall be responsible for maintaining walkways where possible, as determined by the Engineer, and preventing potential hazards to railroad personnel.

(L) Availability of Railroad ROW for Work

Ability to access work locations on railroad ROW will vary due to numerous conditions and is not guaranteed to match the Contractor's schedule. The Contractor shall be responsible for coordinating activities in railroad ROW to minimize the effects of these constraints.

(M) Railroad Crossings

Contractor shall become knowledgeable and shall fully comply with railroad regulations and requirements for crossing and/or passing over railroad tracks at-grade. The Contractor shall be responsible for all time and costs necessary to cross and/or pass over tracks, if deemed necessary by the railroad(s).

(N) Railroad ROW Work Submittal Standards

For work within, or in a proximity determined to be a safety risk by the railroad(s), the Contractor shall be responsible for making material and procedural submittals in accordance with the railroad standards outlined in these documents and cited reference documents. Any submittal examples and preliminary submittal lists provided with these documents shall be considered for demonstrative purposes and shall not be considered complete standards for submittals. The Contractor shall coordinate with the Engineer to determine submittal requirements.

(O) Cooperation and Delays

The Contractor shall be responsible for coordinating with the railroad(s) to prevent unnecessary delays to any work associated with this contract.

(P) Railroad ROW Work for the Benefit of the Contractor

The Contractor shall obtain approvals and make arrangements with the railroad(s) in order to perform any work beneficial to the Contractor that is not within the scope of this contract. No compensation will be provided to the Contractor for these arrangements and these arrangements will be subject to determination of no impact on this contract by the Engineer.

(Q) Materials within Railroad ROW:

The Contractor shall handle all materials within railroad ROW in accordance with these documents and any cited reference documents. Unless otherwise determined by the Engineer, the Contractor shall be prepared to handle and stage any materials found in the railroad ROW, without causing the materials to leave the railroad ROW. The Contractor shall coordinate with the railroad(s), through the Engineer, regarding any concealed material or condition; especially including those recognized as having potential for environmental concerns, discovered in or near railroad ROW, prior to handling the material.

(R) Damages and Restoration:

Within railroad ROW, the Contractor shall be responsible for damages and site restoration according to these documents, to the satisfaction of the railroad(s).

Detailed information and references to the above have been provided within these documents and special provisions.

**PROJECT SPECIAL PROVISIONS****ROADWAY****DEMOLITION OF BUILDINGS AND APPURTENANCES:**

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

210

SP2 R10

Demolish the buildings and appurtenances listed below in accordance with Section 210 of the *2012 Standard Specifications*:

Building Removal Item No. 1
Left of approximate survey station 66+60 -L-
Parcel #008
One (1) building

Building Removal Item No. 2
Left of approximate survey station 111+15 -L-
Parcel #015
One (1) building

**SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02)

235, 560

SP2 R45 B

**Description**

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

**Measurement and Payment**

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

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

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

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

#### **PIPE INSTALLATION:**

(11-20-12) (Rev. 8-18-15)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

**Page 3-1, Article 300-2, Materials**, line 15, in the materials table, replace “Flowable Fill” and “Geotextiles” with the following:

<b>Item</b>	<b>Section</b>
Flowable Fill, Excavatable	1000-6
Grout, Type 2	1003
Geotextiles, Type 4	1056

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

Provide foundation conditioning geotextile and geotextile to wrap pipe joints in accordance with Section 1056 for Type 4 geotextile.

**Page 3-3, Subarticle 300-6(A), Rigid Pipe**, line 2, in the first paragraph, replace “an approved non-shrink grout.” with “grout.” and line 4, in the second paragraph, replace “filtration geotextile” with “geotextile”.

**Page 3-3, Article 300-7, Backfilling**, lines 37-38, in the first and second sentences of the fifth paragraph, replace “Excavatable flowable fill” with “Flowable fill”.

**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 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 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 DESIGN MIXING TEMPERATURE AT THE ASPHALT PLANT<sup>A</sup></b>		
<b>Binder Grade</b>	<b>HMA JMF Temperature</b>	<b>WMA 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 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 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	<b>55 - 80</b>
4.75	25 - 45	25 - 45	<b>15 - 30</b>
2.36	5 - 15	5 - 15	<b>5 - 15</b>
0.075	1.0 - 3.0	1.0 - 3.0	2.0 - 4.0

**ASPHALT PLANT MIXTURES:**

(7-1-95)

609

SP6 R20(Rev)

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

**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 \$ **473.08** per ton.

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



**MATERIALS:**

(2-21-12) (Rev. 5-19-15)

1000, 1002, 1005, 1018, 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 10-1, 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:

Item	Section
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 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE**, replace with the following:

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

**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 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30,** add the following at the end of Section 1002:

**(H) Handling and Storing Test Panels**

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

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

**TABLE 1005-1  
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
467M	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 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL**, under second column in both tables, replace second row with the following:

Acceptable, but not to be used in the top 3 ft of embankment or backfill

**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 POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE</b>	
<b>Pozzolan</b>	<b>Rate</b>
Class F Fly Ash	20% - 30% by weight of required cement content with 1.0 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 10-73, Article 1056-4, GEOTEXTILES, line 33,** add the following after the first sentence in the second paragraph:

Geotextiles will be identified by the product name printed directly on the geotextile. When geotextiles are not marked with a product name or marked with only a manufacturing plant identification code, geotextiles will be identified by product labels attached to the geotextile wrapping. When identification is based on labels instead of markings, unwrap geotextiles just before use in the presence of the Engineer to confirm that the product labels on both ends of the outside of the geotextile outer wrapping match the labels affixed to both ends of the inside of the geotextile roll core. Partial geotextile roles without the product name printed on the geotextile or product labels affixed to the geotextile roll core may not be used.

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

<b>TABLE 1056-1</b> <b>GEOTEXTILE REQUIREMENTS</b>						
<b>Property</b> <i>Typical Application</i>	<b>Type 1</b> <i>Shoulder Drains</i>	<b>Type 2</b> <i>Under Rip Rap</i>	<b>Requirement</b> <b>Type 3<sup>A</sup></b> <i>Temporary Silt Fence</i>	<b>Type 4</b> <i>Soil Stabilization</i>	<b>Type 5<sup>B</sup></b> <i>Temporary Walls</i>	<b>Test Method</b>
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 <sup>C</sup>	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 <sup>C</sup> (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,C</sup>	ASTM D4491
Apparent Opening Size					0.60 mm <sup>F</sup>	ASTM D4751
UV Stability (Retained Strength)					70% <sup>C, G</sup>	ASTM D4355

- A.** Minimum roll width of 36" required.  
**B.** Minimum roll width of 13 ft required.  
**C.** MARV per Article 1056-3.  
**D.** AASHTO M 288.  
**E.** US Sieve No. per AASHTO M 92.  
**F.** Maximum average roll value.  
**G.** After 500 hours of exposure.

**Page 10-74, Article 1056-5, GEOCOMPOSITES, lines 7-8**, replace the first sentence with the following:

Provide geocomposite drain strips with a width of at least 12" and Type 1 geotextiles attached to drainage cores that meet Table 1056-2.

**Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11,** replace 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 REQUIREMENTS FOR CONCRETE</b>		
<b>Property</b>	<b>28 Day Design Compressive Strength 6,000 psi or less</b>	<b>28 Day Design Compressive Strength greater than 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 with the following:

<b>TABLE 1081-1 PROPERTIES OF MIXED EPOXY RESIN SYSTEMS</b>							
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 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 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, Table 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A**, replace with the following:

<b>TABLE 1092-3</b> <b>MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A</b> <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	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

**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 RESULT</b>	<b>Sandy Soils Additional Rate (lbs. / Acre)</b>	<b>Silt Loam Soils Additional Rate (lbs. / Acre)</b>	<b>Clay Loam Soils Additional Rate (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 AGGREGATE REQUIREMENTS FOR TYPE 5 GROUT</b>			
<b>Gradation</b>		<b>Maximum Liquid Limit</b>	<b>Maximum Plasticity Index</b>
<b>Sieve Designation per AASHTO M 92</b>	<b>Percentage Passing (% 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	25	10
No. 200	10 – 30		

### **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, AASHTO T 133 <sup>B</sup> , 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  
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/ Approved 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  
ELAPSED TIME FOR PLACING GROUT  
(with continuous agitation)**

Air or Grout Temperature, 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.

**TEMPORARY SHORING:**

(2-20-07) (Rev. 3-17-15)

SP11 R02

**Description**

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

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

**(A) Cantilever and Braced Shoring**

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

**(B) Anchored Shoring**

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

## (C) Temporary MSE Walls

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

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

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

## (D) Embedment

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

## (E) Positive Protection

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

**Materials**

Refer to the *2012 Standard Specifications*.

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

**Item**

Wire Staples

**Section**

1060-8(D)

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

(A) Shoring Backfill

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

(B) Anchors

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

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the *2012 Standard Specifications*. Splice bars in accordance with Article 1070-9 of the *2012 Standard Specifications*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the *AASHTO LRFD Bridge Construction Specifications*.

(2) Helical Anchors

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

(3) Anchorages

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

**(C) Temporary Walls****(1) Welded Wire Facing**

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

**(2) Geotextiles**

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

**(3) Geogrid Reinforcement**

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

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

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

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

**(4) Welded Wire Grid and Metallic Strip Reinforcement**

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

**Preconstruction Requirements****(A) Concrete Barrier**

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

**(B) Temporary Guardrail**

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

**(C) Temporary Shoring Designs**

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

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

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

## (1) Soil Parameters

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

(a)	Unit weight ( $\gamma$ ) = 120 lb/cf;	<b>Shoring Backfill</b>	
(b)	<b>Friction Angle (<math>\phi</math>)</b>	A-2-4 Soil	
	30°	Class II, Type 1 or Class III Select Material	
	34°	Class V or VI Select Material	
	38°		
(c)	Cohesion ( $c$ ) = 0 lb/sf.		

## (2) Traffic Surcharge

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

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

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

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

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

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

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

(4) Temporary Wall Designs

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

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

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

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

For temporary geosynthetic walls, use "L" shaped welded wire facing with 18" to 24" long legs. Locate geotextile or geogrid reinforcement so reinforcement layers



are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least 3 ft back behind facing into shoring backfill.

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

(D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction, inspection and testing of the temporary shoring. If required and if this meeting occurs before all shoring submittals have been accepted, additional preconstruction meetings may be required before beginning construction of temporary shoring without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Bridge or Roadway Construction Engineer, Geotechnical Operations Engineer, Contractor and Shoring Contractor Superintendent will attend preconstruction meetings.

**Construction Methods**

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

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *2012 Standard Specifications* and Standard Drawing No. 1170.01 of the *2012 Roadway Standard Drawings*. Use temporary guardrail in accordance with Section 862 of the *2012 Standard Specifications* and Standard Drawing No. 862.01, 862.02 and 862.03 of the *2012 Roadway Standard Drawings*.

(A) Tolerances

Construct shoring with the following tolerances:

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

**(B) Cantilever, Braced and Anchored Shoring Installation**

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

**(1) Pile Installation**

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

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

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

**(2) Excavation**

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of 5 ft. Remove flowable fill and material in between H-piles as needed to install timber lagging. Position lagging with at least 3" of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

**(3) Anchor Installation**

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

- (a) Materials in accordance with this provision are required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.
- (d) Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

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

**(4) Anchor Testing**

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

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

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

(b) Anchor Test Results

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

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

(C) Temporary Wall Installation

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

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

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

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

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

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

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

### **Measurement and Payment**

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

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

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

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

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

Payment will be made under:

**Pay Item**  
Temporary Shoring

**Pay Unit**  
Square Foot

**TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:**

(8-21-12)

1101.02

SP11 R10

Revise the *2012 Roadway Standard Drawings* as follows:

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

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

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

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

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

13- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE

WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

**PERMANENT SEEDING AND MULCHING:**

(7-1-95)

1660

SP16 R02

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

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

<b>Percentage of Elapsed Contract Time</b>	<b>Percentage Additive</b>
0% - 30%	30%
30.01% - 50%	15%

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

**STANDARD SPECIAL PROVISION**  
**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

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

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

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



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

(5-17-11)

Z-3

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

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

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklegod, 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 Weed</u></b>	<b><u>Limitations per Lb. Of Seed</u></b>	<b><u>Restricted Noxious Weed</u></b>	<b><u>Limitations per 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****MINIMUM WAGES**

(7-21-09)

Z-5

**FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

**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.

**PROJECT SPECIAL PROVISIONS**

**GEOTECHNICAL**

ROCK EMBANKMENT (SPECIAL)

GT-1.1 - GT-1.2

SURCHARGE (SPECIAL)

GT-2.1 - GT-2.2

PREPARATION OF EXISTING GROUND (SPECIAL)

GT-3.1 - GT-3.2

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*Geotechnical Engineering Unit*  
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8/7/2015

**ROCK EMBANKMENT****(SPECIAL)****1.0 GENERAL**

Construct rock embankments in accordance with the contract. Rock embankments are required to construct embankments at locations shown in the plans and as directed by the Engineer. Use Surge Stone, Select Material Class VI, and Soil Stabilization Fabric to construct rock embankments shown in the plans and as directed by the Engineer. Use Select Material, Class VI as necessary or required where piles will be driven through rock embankments and as shown in the plans.

**2.0 MATERIALS**

Refer to Division 10 of the Standard Specifications.

<b>Item</b>	<b>Section</b>
Geotextile for Soil Stabilization, Type 4	1056
Select Material, Class VI	1016

See Surge Stone special provision for Surge Stone.

**3.0 CONSTRUCTION METHODS**

Construct rock embankments in accordance with the slopes, dimensions and elevations shown in the plans and Section 235 of the *Standard Specifications*.

Place Surge Stone 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. Place, spread, and compact Surge Stone in accordance with the Surge Stone special provision and as directed by the Engineer.

If piles will be installed through rock embankments, place Select Material, Class VI at pile locations and as shown on the plans so there will be at least 5 ft separation between Surge Stone and piles. When placing Select Material, Class VI above the water surface, place and compact Class VI, Select Material in lifts less than 12" loose thickness. Compact Select Material, Class VI with at least 4 passes of an 8 ton to 10 ton vibratory roller

Install Geotextile for Soil Stabilization, Type 4 on top of Select Material, Class VI and Surge Stone in accordance with Article 270-3 of the *Standard Specifications* before placing embankment fill material.

**4.0 MEASUREMENT AND PAYMENT**

*Surge Stone* will be measured and paid in accordance with the Surge Stone special provision. The contract unit prices for *Surge Stone* will be full compensation for providing, hauling, handling, placing, compacting and maintaining Surge Stone.

*Select Material, Class VI* will be measured and paid in tons. Select Material, Class VI will be measured by weighing material in trucks in accordance with Article 106-7 of the

*Standard Specifications.* The contract unit prices for Select Material, Class VI will be full compensation for providing, hauling, handling, placing, compacting and maintaining select material.

*Geotextile for Soil Stabilization* will be measured and paid in accordance with Section 270-4 of the *Standard Specifications*. The contract unit price for *Geotextile for Soil Stabilization* will be full compensation for providing, transporting and placing geotextiles.

Payment will be made under:

**Pay Item**

Surge Stone

Select Material, Class VI

Geotextile for Soil Stabilization

**Pay Unit**

Ton

Ton

Square Yard



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Michael Divaliquette 1/18/2015  
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**SURCHARGE****(SPECIAL)****1.0 GENERAL**

Construct surcharges and embankment settlement gauges and observe waiting periods as shown on the plans in accordance with the contract. Construct surcharges in accordance with Section 235 of the *Standard Specifications*. Surcharges and waiting periods are required at locations as shown on the plans to minimize and control the effects of settlement on structures. Settlement gauges are be required to monitor settlement at approximate locations shown in the plans and as directed.

**2.0 MATERIALS**

Use materials in accordance with Section 235-2 of the *Standard Specifications* for formation of surcharges.

Provide Schedule 40 black steel pipes and couplers with steel or wood bases for settlement gauges. Use steel plates with yield strength of at least 36 ksi and pressure treated wood boards for bases of settlement gauges.

**3.0 CONSTRUCTION METHODS****Surcharges and Waiting Periods**

If required on the plans, observe embankment waiting periods prior to placing surcharges. Place surcharges at locations shown in the plans. Unless required otherwise in the contract, surcharge embankments after embankments are constructed to the grade and cross section shown in the plans. Construct surcharges with side slopes and surcharge heights shown in the plans. Place and compact surcharge material in accordance with Subarticles 235-3(B) and 235-3(C). Construct and maintain adequate drainage of surface runoff to prevent erosion of surcharge material.

Waiting period durations are in accordance with the contract and as directed. Embankment waiting periods apply to locations shown in the plans and begin after embankments are constructed to the height shown in the plans. Surcharge waiting periods apply to surcharge locations shown in the plans and begin after surcharges are constructed to the height shown in the plans.

Except for maintaining embankments or surcharges, do not perform any work on embankments or structures with waiting periods until waiting periods end unless otherwise approved. Place and compact additional material in accordance with Subarticles 235-3(B) and 235-3(C) to maintain surcharge grade elevations during waiting periods. Remove surcharges to the grade and cross section shown in the plans after surcharge waiting periods end.

**Embankment Monitoring**

Fabricate and install settlement gauges in accordance with the contract. Make settlement gauges highly visible so gauges are not disturbed while monitoring settlement. Use only hand operated compaction equipment to compact fill material around gauges.

Do not damage settlement gauges. Damaged settlement gauges may require replacement or additional gauges and waiting period extensions as determined by the Engineer.

**4.0 MEASUREMENT AND PAYMENT**

Excavation for surcharge material and additional material for maintaining surcharge grade elevations obtained from borrow sources will be measured and paid in accordance with Article 230-5. Unclassified Excavation to obtain surcharge material or additional material for maintaining surcharge grade elevations will be measured and paid in accordance with Article 225-7. Removing surcharges will be measured and paid in accordance with Article 225-7. When there is no pay item for Borrow Excavation or Unclassified Excavation in the contract, surcharge and additional material and removing surcharges will be paid as extra work in accordance with Article 104-7.

Embankment Settlement Gauges will be measured and paid in units of each. Settlement gauges will be measured as one per gauge location. The contract unit price for Embankment Settlement Gauges will be full compensation for fabricating and installing settlement gauges including placing and compacting fill material around gauges, adding pipes and couplers until embankment monitoring ends and any incidentals necessary to monitor settlement. No payment will be made for interfering with the Contractor's operations due to embankment monitoring or damaged settlement gauges as determined by the Engineer.

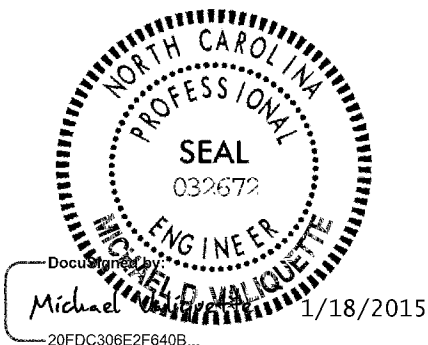
Payment will be made under:

**Pay Item**

Embankment Settlement Gauges

**Pay Unit**

Each



**PREPARATION OF EXISTING GROUND****(SPECIAL)****1.0 GENERAL**

Perform the work covered by this section on all portions of the project except for undercut station ranges as shown on the plans and as directed by the Engineer. Construct ditches and allow to drain for 90 days, clear and grub under footprint of proposed embankments regardless of embankment height, compact top 8" of existing ground under footprint of proposed embankments, and proof roll compacted existing ground under proposed embankment footprints prior to constructing embankments.

**2.0 CONSTRUCTION METHODS**

Fully construct and maintain drainage ditches shown on plans to outfalls and allow to drain for 90 days before beginning compaction of existing ground.

Except for undercut station ranges as shown on the plans, clear and grub under footprint of proposed embankments in accordance with Article 200 of the *Standard Specifications* except grub all proposed embankment footprints regardless of embankment height. Remove all stumps from proposed embankment footprints to be compacted and proof rolled under this special provision.

Except for undercut station ranges as shown on the plans, compact all material within proposed embankment footprints to a depth of 8" below the existing ground surface to a density equal to at least 95% of that obtained by compacting a sample of the material in accordance with AASHTO T99 as modified by the Department. Copies of the modified procedures are available on request from the Department's Materials and Tests Unit.

Except for undercut station ranges as shown on the plans, compact the existing ground within proposed embankment footprints at a moisture content which is approximately equal to that required to produce the maximum density indicated by the above test method. Dry or add moisture to the existing ground when required to achieve the required soil density and to provide a uniformly compacted and acceptable ground surface prior to embankment formation.

Except for undercut station ranges as shown on the plans, proof roll the compacted existing ground surface within embankment footprints in accordance with Section 260 of the *Standard Specifications* except use a 35 ton proof roller.

**3.0 MEASUREMENT AND PAYMENT**

*Preparation of Existing Ground* will be measured and paid at the contract lump sum price. Such payment will be considered full compensation for materials, labor, equipment, and incidentals needed for drainage ditch waiting time, to control of moisture of existing ground within proposed embankment footprints as necessary to achieve compaction requirements, and to compact existing ground within embankment footprints to the minimum required density requirements. Any clearing and grubbing needed to perform the



work of this special provision will be considered incidental to the *Clearing and Grubbing* line item.

*Proof Rolling* will be measured and paid by the actual number of hours of roller operation in accordance with Article 260-4 of the *Standard Specifications*.

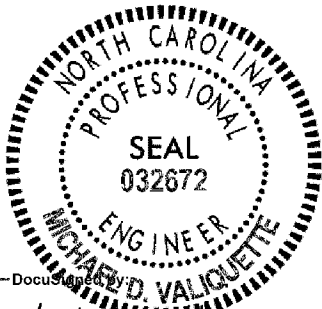
Payment will be made under:

**Pay Item**

Preparation of Existing Ground  
Proof Rolling

**Pay Unit**

Lump Sum  
Hour



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Michael Valiquette

8/4/2015

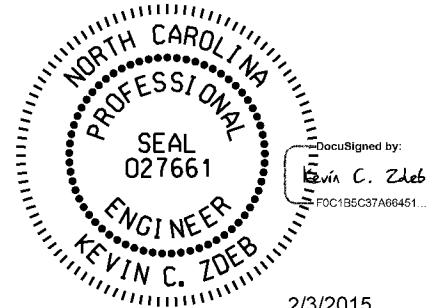
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Project: P-4900A

**UC-1**

County: Robeson

**PROJECT SPECIAL PROVISIONS**  
**Utility Construction**



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

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

add the following sentence:

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

**Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:**

add the following sentences:

The utility owners are the Town of Pembroke and Robeson County.

The contact person for Town of Pembroke is Mr. Garry Harris and he can be reached by phone at 910-521-2458.

The contact person for Robeson County is Mr. Al Grimsley and he can be reached by phone at 910-671-3485.

**Page 15-2, Sub-article 1500-7 Submittals and Records**

replace paragraph beginning "Provide as-built plans..." with the following:

Provide As-Built plans of the installed utility. The plans shall include notations of the size and type of material installed, coordinates of utility controls, and horizontal and vertical locations of the piping. Provide 2 copies of surveyed As-Built of the utility system constructed to the Utility Owner and 2 copies to the Engineer.

**Page 15-2, Sub-article 1500-9 Placing Pipelines into Service**

add the following sentence:

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

Project: P-4900A

**UC-2**

County: Robeson

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

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

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

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

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

**Page 15-7, sub-article 1515-2 Materials,**  
replace paragraph beginning “Double check valves...” with the following:

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

**Page 15-11, Sub-article 1520-3(A)(2) Testing, line 5,**  
replace the second paragraph with the following:

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

PROJECT SPECIAL PROVISIONS

Utilities by Others

**General:**

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

- A) Duke Energy – Distribution Power
- B) Lumbee River EMC – Distribution Power
- C) AT&T – Telephone
- D) Time Warner – CATV
- E) Piedmont Natural Gas – Gas

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) Duke Energy – Distribution Power

- 1) Duke Energy Progress has a pole line along the south side of Union Chapel Road and will complete their relocation on UO sheet 2 by the date of availability to the contractor.
- 2) Mr. JB Jones  
(919) 481-6153  
[j.b.jones@duke-energy.com](mailto:j.b.jones@duke-energy.com)

B) Lumbee River EMC – Distribution Power

- 1) Lumbee River has a pole line along Jones Road and will complete their relocation from on UO sheets 3 and 4 by the date of availability to the contractor.
- 2) Ken Rowell  
(910) 843-7953  
[ken.rowell@lumbeeriver.com](mailto:ken.rowell@lumbeeriver.com)

PROJECT SPECIAL PROVISIONS

Utilities by Others

C) AT&T – Telephone

- 1) AT&T has aerial and underground facilities along Union Chapel and Jones Road and will complete their relocation by August 1, 2015.
- 2) Chris Bentz  
(910) 619-5500  
[chrisbentz@att.net](mailto:chrisbentz@att.net)

D) Time Warner – CATV

- 1) Time Warner has aerial and underground facilities along Union Chapel and Jones Road and will complete their relocation by August 1, 2015.
- 2) Gabriel Washington  
[gabriel.washington@twcable.com](mailto:gabriel.washington@twcable.com)

E) PNG – Gas

- 1) PNG has a gas line along the north side of Union Chapel Road that is not in conflict with the proposed construction.
- 2) Robert Hayes  
(910) 321-2900  
[robert.hayes@piedmontng.com](mailto:robert.hayes@piedmontng.com)

**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

06 Dust	Escalade	Justice	Scorpion
2 <sup>nd</sup> Millennium	Essential	Kalahari	Serengeti
3 <sup>rd</sup> Millennium	Evergreen 2	Kentucky 31*	Shelby
Apache III	Falcon IV	Kitty Hawk 2000	Sheridan
Avenger	Falcon NG	Legitimate	Signia
Barlexas	Falcon V	Lexington	Silver Hawk
Barlexas II	Faith	LSD	Sliverstar
Bar Fa	Fat Cat	Magellan	Shenandoah Elite
Barrera	Festnova	Matador	Sidewinder
Barrington	Fidelity	Millennium SRP	Skyline
Barrobusto	Finelawn Elite	Monet	Solara
Barvado	Finelawn Xpress	Mustang 4	Southern Choice II
Biltmore	Finesse II	Ninja 2	Speedway
Bingo	Firebird	Ol' Glory	Spyder LS
Bizem	Firecracker LS	Olympic Gold	Sunset Gold
Blackwatch	Firenza	Padre	Taccoa
Blade Runner II	Five Point	Patagonia	Tanzania
Bonsai	Focus	Pedigree	Trio
Braveheart	Forte	Picasso	Tahoe II
Bravo	Garrison	Piedmont	Talladega
Bullseye	Gazelle II	Plantation	Tarheel
Cannavaro	Gold Medallion	Proseeds 5301	Terrano
Catalyst	Grande 3	Prospect	Titan Ltd
Cayenne	Greenbrooks	Pure Gold	Titanium LS
Cessane Rz	Greenkeeper	Quest	Tracer
Chipper	Gremlin	Raptor II	Traverse SRP
Cochise IV	Greystone	Rebel Exeda	Tulsa Time
Constitution	Guardian 21	Rebel Sentry	Turbo
Corgi	Guardian 41	Rebel IV	Turbo RZ
Corona	Hemi	Regiment II	Tuxedo RZ
Coyote	Honky Tonk	Regenerate	Ultimate
Darlington	Hot Rod	Rendition	Venture
Davinci	Hunter	Rhambler 2 SRP	Umbrella
Desire	Inferno	Rembrandt	Van Gogh
Dominion	Innovator	Reunion	Watchdog
Dynamic	Integrity	Riverside	Wolfpack II
Dynasty	Jaguar 3	RNP	Xtremegreen
Endeavor	Jamboree	Rocket	

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

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

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

### **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.

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

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

Aberdeen	Boreal	Epic	Cindy Lou
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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.

**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.

<b>Section</b>	<b>Erosion Control Item</b>	<b>Unit</b>
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

**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.

### **TEMPORARY DIVERSION:**

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

### **CLEAN WATER DIVERSION:**

#### **Description**

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

#### **Materials**

Refer to Division 10

#### **Item**

Geotextile for Soil Stabilization, Type 4

#### **Section**

1056

#### **Construction Methods**

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

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

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

### **Measurement and Payment**

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

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

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

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

### **SAFETY FENCE AND JURISDICTIONAL FLAGGING:**

#### **Description**

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

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

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

#### **Materials**

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

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

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

(B) Boundary Flagging

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

**Construction Methods**

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

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

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

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

<b>Pay Item</b>	<b>Pay Unit</b>
Safety Fence	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:

Property	Test Method	Value	Unit
Light Penetration	ASTM D6567	9	%
Thickness	ASTM D6525	0.40	in
Mass Per Unit Area	ASTM D6566	0.55	lb/sy
Tensile Strength	ASTM D6818	385	lb/ft
Elongation (Maximum)	ASTM D6818	49	%
Resiliency	ASTM D1777	>70	%
UV Stability *	ASTM D4355	≥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	Pay Unit
Permanent Soil Reinforcement Mat	Square Yard



**SKIMMER BASIN WITH BAFFLES:****(East)****Description**

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

**Materials**

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

Provide appropriately sized and approved skimmer device.

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

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

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

<b>Property</b>	<b>Test Method</b>	<b>Value</b>	<b>Unit</b>
Tensile Strength	ASTM D-4632	315	lb.
Tensile Elongation (Maximum)	ASTM D-4632	15	%
Trapezoidal Tear	ASTM D-4533	120	lbs.
CBR Puncture	ASTM D-6241	900	lbs.

UV Resistance (% retained at 500 hrs.)	ASTM D-4355	70	%
Apparent Opening Size (AOS)	ASTM D-4751	40	US Std. Sieve
Permittivity	ASTM D-4491	0.05	sec <sup>-1</sup>
Water Flow Rate	ASTM D-4491	4	gal/min/ft <sup>2</sup>

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

#### Wooden Stakes:

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

#### Steel Reinforcement Bars:

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

#### Staples:

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

### Construction Methods

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

Install skimmer device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. The coupling shall be rigid and non-buoyant and not exceed a diameter of 4" and 12" in length. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

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

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart.

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

### **Measurement and Payment**

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
__" Skimmer	Each
Coir Fiber Mat	Square Yard
Low Permeability Geotextile	Square Yard

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

#### **Description**

Coir Fiber Wattles are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting. Coir Fiber Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Coir Fiber Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of coir fiber wattles, matting installation, PAM application, and removing wattles.

**Materials**

Coir Fiber Wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12 in.
Minimum Density	3.5 lb/ft <sup>3</sup> +/- 10%
Net Material	Coir Fiber
Net Openings	2 in. x 2 in.
Net Strength	90 lbs.
Minimum Weight	2.6 lbs./ft. +/- 10%

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

Matting shall meet the requirements of Article 1060-8 of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

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

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the wattles will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each wattle. The PAM product used shall be listed on the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) web site as an approved PAM product for use in North Carolina.

**Construction Methods**

Coir Fiber Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install coir fiber wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6 in.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Apply PAM over the lower center portion of the coir fiber wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the wattle. PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the coir fiber wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

### **Measurement and Payment**

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

Matting will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

*Polyacrylamide(PAM)* will be measured and paid for by the actual weight in pounds of PAM applied to the coir fiber wattles. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the *Polyacrylamide(PAM)*.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Polyacrylamide(PAM)	Pound
Coir Fiber Wattle	Linear Foot

### **SILT FENCE COIR FIBER WATTLE BREAK:**

(8-21-12) 1605,1630

### **Description**

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

**Materials**

Coir fiber wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12"
Minimum Length	10 ft
Minimum Density	3.5 lb/cf $\pm$ 10%
Net Material	Coir Fiber
Net Openings	2" x 2"
Net Strength	90 lb.
Minimum Weight	2.6 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**

Excavate a trench the entire length of each wattle with a depth of 1" to 2" for the wattle to be placed. Secure silt fence coir fiber wattle breaks to the soil by wire staples approximately every linear foot and at the end of each wattle. Install at least 4 stakes on the downslope side of the wattle with a maximum spacing of 2 linear feet and according to the detail. Install at least 2 stakes on the upslope side of the silt fence coir fiber wattle break according to the detail provided in the plans. Drive stakes into the ground at least 10" with no more than 2" projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Install temporary silt fence in accordance with Section 1605 of the *2012 Standard Specifications* and overlap each downslope side of silt fence wattle break by 6".

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

**Measurement and Payment**

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

Payment will be made under:

**Pay Item**  
Coir Fiber Wattle

**Pay Unit**  
Linear Foot

**BORROW PIT DEWATERING BASIN:**  
(3-17-09) (Rev 3-2-11)

**Description**

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.

Construct, maintain and remove earth embankments used to reduce turbidity from dewatering borrow sites. Work includes providing porous coir fiber baffle, filtration geotextile, stone and outlet structures; cleaning out, maintaining, removing and disposing of the borrow pit dewatering basin and all components; and reshaping, dressing, seeding and mulching the area.

**Materials**

Refer to Division 10

<b>Item</b>	<b>Section</b>
Riprap, Class A, B, 1, and 2	1042
Geotextile for Drainage, Type 2	1056
Coir Fiber Baffle	1640-2

Use suitable excavated materials, as specified in Sections 225, 230 and 240 of the *Standard Specifications* in the construction of earth embankments for borrow pit dewatering basins, except where otherwise specified.

**Construction Methods**

Construct borrow pit dewatering basins according to the detail in the erosion control plans, and at locations shown on Reclamation Plans or in areas as directed.

The volume of the borrow pit dewatering basin will be based on a 2 hour retention time. The pump rate shall not exceed 1,000 GPM. The Contractor, at his option, may use a greater retention time for managing turbidity.

The straight line distance between the inlet and outlet shall be divided to include a forebay chamber in the upper quarter cell. Install one porous coir fiber baffle across the full width of the



basin to delineate the forebay chamber. Do not use earthen or rock baffle. Install filtration geotextile on the interior side slopes and the floor of the forebay.

The water pumped from the borrow pit into the dewatering basin shall be obtained from the top of the water column and shall be discharged into the forebay in a non-erodible manner.

The borrow pit dewatering basin outlet shall be a vertical non-perforated riser pipe or flash board riser attached with a watertight connection to a barrel that carries the water through the embankment.

### **Maintenance and Removal**

Maintain the borrow pit dewatering basin, coir fiber baffle, and remove and dispose of silt accumulations in accordance with Article 1630-3 of the *Standard Specifications*. The Contractor may include a drain device for maintenance and removal at his discretion.

Remove the borrow pit dewatering basin once dewatering operations are completed. Grade, seed, and mulch the area after removal of the borrow pit dewatering basin in accordance with Section 1660 of the *Standard Specifications*. The area shall be stabilized with an approved groundcover before final acceptance of the site.

### **Measurement and Payment**

No direct payment will be made for borrow pit dewatering basins with the exception of the work of silt removal during dewatering basin operation and the work of seeding and mulching after removal of the dewatering basin. All other work and materials required for installation, maintenance and removal of borrow pit dewatering basins shall be incidental to *Borrow Excavation*. Such price and payments will be full compensation for the work of constructing, maintaining and removing the borrow pit dewatering basin including, but not limited to, the construction and removal of the borrow pit dewatering basin; furnishing of the outlet structure, baffle, filtration geotextile, stone and optional drain devices; and removal of all such items once dewatering operations are completed.

Removal and disposal of silt accumulations during dewatering operations will be measured and paid at the contract unit price per cubic yard for *Silt Excavation* in accordance with Article 1630-4 of the *Standard Specifications*.

Grading, seeding, and mulching the area after removal of the borrow pit dewatering basin will be measured and paid at the contract unit price per acre for *Seeding and Mulching* in accordance with Section 1660-8 of the *Standard Specifications*.

**CULVERT DIVERSION CHANNEL:****Description**

This work consists of providing a *Culvert Diversion Channel* to detour the existing stream around the culvert construction site at locations shown on the plans. Work includes constructing the diversion channel, disposing of excess materials, providing and placing geotextile liner, maintaining the diversion area in an acceptable condition, removing geotextile liner, backfilling diversion channel area with suitable material, and providing proper drainage when diversion channel area is abandoned.

**Materials**

Refer to Division 10

**Item**

Geotextile for Soil Stabilization, Type 4

**Section**

1056

**Construction Methods**

Grade channel according to the plans with channel surface free of obstructions, debris, and pockets of low-density material. Utilize suitable material and provide disposal area for unsuitable material.

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

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

**Measurement and Payment**

*Culvert Diversion Channel* will be measured and paid for as the actual number of cubic yards excavated, as calculated from the typical section throughout the length of the diversion channel as shown on the final approved plans.

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

Such price and payment shall be considered full compensation for all work covered by this section including all materials, construction, maintenance, and removal of *Culvert Diversion Channel*.

Payment will be made under:

**Pay Item**

Culvert Diversion Channel

**Pay Unit**

Cubic Yard

**IMPERVIOUS DIKE:****Description**

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

**Materials**

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

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

**Measurement and Payment**

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

Payment will be made under:

**Pay Item**

Impervious Dike

**Pay Unit**

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****Item**

Coir Fiber Mat

**Section**

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.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Floating Turbidity Curtain	Square Yard

**CONCRETE WASHOUT STRUCTURE:****Description**

Concrete washout structures are watertight enclosures constructed above or below grade to contain concrete waste on construction sites. Concrete waste can include concrete waste water from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete waste also includes concrete slurries from concrete saw cutting, coring, grinding, grooving operations, or hydro-concrete demolition. Concrete washouts must prevent the discharge of concrete waste materials to storm drainage systems, surface waters, wetlands, and buffers. Work for above grade washout structures includes gathering high cohesive and low infiltration soil to construct an above grade earthen berm basin. Work also includes preparing a rock and debris free soil base inside this earthen basin, installing a geomembrane liner in the basin, and then placing sandbags along the entire polypropylene liner basin perimeter. Work for below grade washout structures includes preparing a rock and debris free soil base, excavation of a basin with non-vertical side slopes, installing a geomembrane liner in the basin, and then placing sandbags along the entire polypropylene liner excavation perimeter. Construct a gravel pad with Class A stone and a geotextile under liner to provide a defined access path to the concrete washout structures. Install safety fence around the perimeter of the concrete washout structures.

**Materials**

<b>Item</b>	<b>Section</b>
Borrow Material	1018
Stone for Erosion Control, Class A	1042
Geotextile for Drainage, Type 2	1056

The geomembrane basin liner shall meet the following minimum physical properties for low permeability, polypropylene or polyethylene geomembranes:

Property	Test Method	Value	Unit
Thickness, nominal		10	mil
Weight		0.04	lbs./ft <sup>2</sup>
*1" Tensile Strength	ASTM D-751	52	lb.
Elongation at Break	ASTM D-751	600	%
*Grab Tensile	ASTM D-751	70	lb.
*Trapezoid Tear	ASTM D-4533	55	lb.
Hydrostatic Resistance	ASTM D-751	70	lb./in <sup>2</sup>
Water Vapor Transmission Rate	ASTM E-96 Procedure B	0.03	gal/100in <sup>2</sup> /day
Perm Rating	ASTM E-96 Procedure B	0.066	U.S. Perms

**\*Tests are an average of diagonal directions.**

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

## Construction Methods

### Above Grade Structures

Assemble high cohesive and low infiltration soil to build an enclosed earthen berm for an above grade concrete washout basin in accordance with the details and as directed. Construct the height, length, and width of the earthen berm according to the detail. Slope the interior and exterior walls of the earthen berm at 1:1 and then compact to provide structural stability and contain concrete washout liquids and solid materials until evaporation, curing, extraction, or final removal.

The geomembrane liner will be of sufficient width and length so there will be no seams. Install the geomembrane lining by overlaying it in the basin to completely cover any exposed soil to create a water tight concrete washout basin. Extend the geomembrane lining from inside the basin floor, up the earth slope of the basin and extend, overlay, and wrap outside the earthen berm. Trench the toe of the geomembrane lining into an eight inch depth trench and then backfill and tamper with soil.

### Below Grade Structures

Excavate an area for concrete washout in accordance with the details and as directed. Excavate to a minimum depth of 3 feet. Slope the interior walls of the excavated area at 1:1 and then compact to provide structural stability and contain concrete washout liquids and solid materials until evaporation, curing, extraction, or final removal.

The geomembrane liner will be of sufficient width and length so there will be no seams. Install the geomembrane lining by overlaying it in the excavated area to completely cover any exposed soil to create a watertight impoundment. Extend the geomembrane lining from the excavation

floor, up the interior slope of the excavated basin and beyond the outside perimeter of the excavation.

Prepare the soil base to be free of rocks or other debris that may cause holes or tears in the geomembrane lining.

Install safety fence around the perimeter of the concrete washout structures in accordance with the *Safety Fence and Jurisdictional Flagging* special provision.

Construct a stone gravel pad with Class A stone (or other approved aggregate material) and a geotextile liner to provide a defined access path to the concrete washout structure. Construct the stone gravel pad according to *Roadway Standard Drawings* No. 1607.01 and Section 1607 of the *Standard Specifications*. Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel.

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

[http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/soil\\_water/details/](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/soil_water/details/)

### **Maintenance and Removal**

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

Inspect concrete washout structures for damage (i.e. tears in geomembrane liner, missing sand bags) and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. If appropriate and possible, reuse the geomembrane liner, the sandbags, orange safety fence, the Class A stone, and the geotextile. Otherwise, properly dispose of items. Grade the earth material to match the existing contours and permanently seed and mulch area.

### **Measurement and Payment**

*Concrete Washout Structure* will be measured and paid for by counting the actual number of washout structures installed and maintained on the project. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance and removal of concrete washout structures, grading and seeding and mulching area. 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**

Concrete Washout Structure

**Pay Unit**

Each

# ST-1

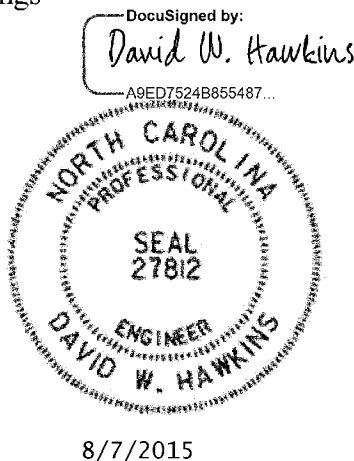
**Project P-4900A**

**Robeson County**

## Project Special Provisions Structure

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**ST-2****Project P-4900A****Robeson County****TERMS AND DEFINITIONS****(SPECIAL)**

Unless noted otherwise, the following terms and their associated definitions are applicable throughout these Project Special Provisions:

**Terms****Definitions**

Railway, Company, Railway Company,  
Railroad, Railroad Company

CSX Transportation

Railroad Engineer

The authorized representative of the Railway.

AREMA

American Railway Engineering and  
Maintenance-of-Way Association.

NCDOT, Department,  
Department of Transportation

North Carolina Department of Transportation.

Standard Specifications,  
Specifications

NCDOT Standard Specifications for Roads and  
Structures, January 2012.

Engineer, Department's Engineer  
Project Engineer, Highway Engineer

The authorized representative of the NCDOT.

Inspector, Department's Inspector

The authorized inspector of the NCDOT.

# ST-3

**Project P-4900A**

**Robeson County**

**MAINTENANCE AND PROTECTION OF TRAFFIC**

**(8-13-04)**

**BENEATH PROPOSED STRUCTURE AT STATION 38+93.36 –L-**

## **1.0 GENERAL**

Maintain traffic on Union Chapel Road as shown in Traffic Control Plans and as directed by the Engineer.

Provide a minimum temporary vertical clearance of 15'-0" at all times during construction.

Submit plans and calculations for review and approval for protecting traffic and bracing girders, as described herein, at the above station before beginning work at this location. Have the drawings and design calculations prepared, signed, and sealed by a North Carolina Registered Professional Engineer. The approval of the Engineer will not relieve the Contractor of the responsibility for the safety of the method or equipment.

## **2.0 PROTECTION OF TRAFFIC**

Protect traffic from any operation that affords the opportunity for construction materials, equipment, tools, etc. to be dropped into the path of traffic beneath the structure. Based on Contractor means and methods determine and clearly define all dead and live loads for this system, which, at a minimum, shall be installed between beams or girders over any travelway or shoulder area where traffic is maintained. Install the protective system before beginning any construction operations over traffic. In addition, for these same areas, keep the overhang falsework in place until after the rails have been poured.

## **3.0 BRACING GIRDERS**

Brace girders to resist wind forces, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the member during all stages of erection and construction. Before casting of intermediate diaphragms, decks, or connecting steel diaphragms do not allow the horizontal movement of girders to exceed ½ inch.

## **4.0 BASIS OF PAYMENT**

Payment at the contract unit prices for the various pay items will be full compensation for the above work.

## ST-4

**Project P-4900A**

**Robeson County**

### **PLACING LOAD ON STRUCTURE MEMBERS**

**(11-27-12)**

The 2012 Standard Specifications shall be revised as follows:

In **Section 420-20 – Placing Load on Structure Members** replace the first sentence of the fifth paragraph with the following:

Do not place vehicles or construction equipment on a bridge deck until the deck concrete develops the minimum specified 28 day compressive strength and attains an age of at least 7 curing days.

### **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

## ST-5

### Project P-4900A

### Robeson County

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.

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**Project P-4900A**

**Robeson County**

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  $\frac{3}{4}$ ".

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.

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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 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.



**ST-8****Project P-4900A****Robeson County****Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina**

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

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### Project P-4900A

### Robeson County

#### 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.

## **ST-10**

### **Project P-4900A**

### **Robeson County**

#### **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.

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**Project P-4900A**

**Robeson County**

## **SUBMITTAL OF WORKING DRAWINGS**

**(6-19-15)**

### **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)

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**Project P-4900A**

**Robeson County**

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

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  
[kkim@ncdot.gov](mailto:kkim@ncdot.gov)

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Western Regional Geotechnical Contact (Divisions 8-14):

Eric Williams (704) 455 – 8902  
 (704) 455 – 8912 facsimile  
[ewilliams3@ncdot.gov](mailto:ewilliams3@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**

<b>Submittal</b>	<b>Copies Required by Structure Design Unit</b>	<b>Copies Required by Geotechnical Engineering Unit</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework <sup>7</sup>	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals <sup>6</sup>	9	0	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”

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Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms <sup>2</sup> (substructure)	8	0	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings <sup>4,5</sup>	7	0	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	7	0	Article 1072-8
Optional Disc Bearings <sup>4</sup>	8	0	“Optional Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Pot Bearings <sup>4</sup>	8	0	“Pot Bearings”
Precast Concrete Box Culverts	2, then 1 reproducible	0	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) <sup>3</sup>	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078- 11
Removal of Existing Structure over Railroad	5	0	Railroad Provisions

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

### FOOTNOTES

- 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*.
- Submittals for these items are necessary only when required by a note on plans.
- Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
- The fabricator may submit these items directly to the Structure Design Unit.
- The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
- Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
- Submittals are necessary only when the top slab thickness is 18” or greater.



**ST-16****Project P-4900A****Robeson County****GEOTECHNICAL SUBMITTALS**

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

**FOOTNOTES**

- 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:  
[https://connect.ncdot.gov/resources/Geological/Pages/Geotech\\_Forms\\_Details.aspx](https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx)  
See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.

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**Robeson County**

### **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.

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**Project P-4900A**

**Robeson County**

## **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.

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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.

### PILES

(1-17-12)

Revise the *Standard Specifications* as follows:

Replace Section 450 with the following:

#### SECTION 450 PILES

##### 450-1 DESCRIPTION

Furnish and drive bearing piles as shown on the plans and as directed by the Engineer to the required bearing and penetration. Furnish, weld, and attach steel pile points, pipe pile plates, pile tips and splicers; provide collars, hardware, concrete, reinforcing steel, and all other materials; furnish all equipment, preauger through embankments, install piles vertically or on a batter; galvanize, cut off, splice, and build up piles; place concrete and reinforcing steel; construct pile trestles; furnish and place temporary bracing; remove any obstructions; wrap, bolt, or fasten timber fender piles; and abandon, remove, replace, and restrike or redrive piles as necessary.

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### **450-2 MATERIALS**

Refer to Division 10.

<b>Item</b>	<b>Section</b>
Portland Cement Concrete	1000
Reinforcing Steel	1070
Timber, Steel and Prestressed Concrete Piles	1084-1
Steel Pipe Pile Plates	1072

### **450-3 PREPARATION FOR DRIVING**

If applicable, completely excavate for the cap and/or footing before installing piles. If applicable and unless noted otherwise on the plans, construct the embankment to the bottom of cap or footing elevation for a horizontal distance of 50 ft (15 m) from any pile except where fill slopes are within 50 ft (15 m) of a pile. If preaugering through an embankment is necessary before driving prestressed concrete piles, submit the preaugering and pile installation methods with the proposed pile driving methods and equipment for approval.

### **450-4 DETERMINATION OF PILE LENGTH**

The estimated total pile lengths per structure shown on the plans are for bid purposes only. Determine pile lengths and furnish piling of sufficient length to obtain the required bearing and penetration and the required embedment into the cap or footing as shown on the plans. As an option and at no cost to the Department, make investigations as necessary to determine the required pile lengths.

### **450-5 DRIVING EQUIPMENT**

Submit the proposed pile driving methods and equipment including the pile driving hammer, hammer cushion, pile helmet and cushion, if any. Do not submit more than two pile driving hammers per pile type per submittal. Submit this information for approval at least 20 working days before driving piles. All equipment is subject to satisfactory field performance.

Drive bearing piles with approved driving equipment using steam, air, or diesel hammers. Use pile driving hammers with an energy that will not overstress the piles during driving and provide the required driving resistance at blows per foot ranging from 36 to 96, unless otherwise approved. Use a variable energy hammer to drive prestressed concrete piles.

Operate steam, air, or diesel hammers at the length of stroke and number of blows per minute required by the Engineer. Operate air and steam hammers within 10% of the manufacturer's rated speed in blows per minute or the rate approved by the Engineer.

Provide plant and equipment for air or steam hammers with sufficient capacity to maintain, under working conditions, the volume and pressure specified by the manufacturer. Equip the plant and equipment with accurate pressure gauges that are easily accessible. Use striking parts of air and steam hammers that weigh at least 1/3 the weight of the pile helmet and pile, with a minimum weight of 2,750 lb (1,250 kg).

Equip open-end (single acting) diesel hammers with a graduated scale (jump stick) extending above the ram cylinder, graduated rings or grooves on the ram, or an electric sound activated remote measuring instrument to allow the Engineer to visually determine hammer stroke at all times during pile driving operations.

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Equip closed-end (double acting) diesel hammers with a calibrated bounce chamber pressure gauge, in good working order, mounted near ground level and easily read by the Engineer. Also, provide a current calibrated chart or graph equating bounce chamber pressure and gauge hose length to equivalent energy for the closed-end diesel hammer used. Submit this chart or graph with the proposed pile driving methods and equipment required above.

Protect and hold pile heads in position with an approved pile helmet. Make sure that the pile helmet closely fits the top of the pile and extends down the sides of the pile a sufficient distance to hold the pile in position. Protect the heads of concrete and timber piles from direct impact with an approved pile cushion. Provide collars or bands to protect timber piles against splitting or brooming where required.

#### 450-6 ACCURACY OF DRIVING

Drive piles so that the axial alignment is within 1/4" (6 mm) per foot from the vertical or batter shown on the plans. Horizontally, keep the pile within 3" (75 mm) of the plan location longitudinally and transversely. Maintain pile embedment in the cap or footing to within 3" (75 mm) more or 2" (50 mm) less than that shown on the plans. No additional payment is made for increased cap or footing dimensions necessary due to piles driven out of position.

#### 450-7 CONSTRUCTION METHODS

##### (A) General

Unless approved otherwise or directed by the Engineer, do not drive piles within 50 ft (15 m) of cast-in-place concrete until the concrete attains an age of at least 3 curing days. When approved by the Engineer, the Contractor may use vibratory hammers to install the initial portions of steel piles. The Engineer will approve the depth of pile installation with the vibratory hammer. Do not use vibratory hammers to install prestressed concrete piles.

The Engineer will inspect the capblock before beginning each pile driving project and periodically throughout the duration of the project, depending on driving conditions as determined by the Engineer. Expose the hammer cushion for inspection as directed by the Engineer. Replace or repair any hammer cushion that is less than 25% of the original thickness.

Do not exceed the allowable pile driving stresses during the entire driving time. Allowable pile driving stresses are defined in the *AASHTO Standard Specifications for Highway Bridges*. Drive piles to the required tip elevation or penetration into natural ground, whichever is lower, in a continuous operation unless stopped due to exceeding the maximum blow count or the allowable pile driving stresses, insufficient pile length, or other reasons approved by the Engineer. Once the required embedment is achieved, the Engineer may require the Contractor to stop driving and wait before restriking to allow for soil setup.

Use a pile cushion made of pine plywood with a 4" (100 mm) minimum thickness for driving prestressed concrete piles. When using a pile cushion, provide a new cushion for each pile unless otherwise approved. Replace the pile cushion if, during the driving of any pile, the cushion is either compressed more than one-half the original thickness or begins to burn.

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Redrive any pile raised or moved laterally by the driving of adjacent piles.

#### (B) Timber Piles

Store and handle timber piles by methods that do not damage the pile. Take care to avoid breaking the surface of treated piles. Do not use cant-hooks, dogs, or pike-poles. Treat cuts or breaks in the surface of treated piles in an approved manner.

Cut off the tops of all piles at the elevation shown on the plans. Except where a cast-in-place concrete cap or footing is constructed, cut off piles to a plane that provides true bearing on every pile without the use of shims. Withdraw any pile damaged during driving operations, driven out of its proper location or below the cut-off grade and replace with a new pile, or otherwise correct as directed by the Engineer.

Thoroughly brush-coat the sawn surface of all timber piles not encased in concrete with 3 applications of approved preservative treatment and then cover with a coat of hot roofing pitch or other approved hot bituminous material. Place a sheet of galvanized iron or aluminum upon each pile head, bend it down over the sides of the pile, neatly trim and firmly secure to the pile with large headed galvanized roofing nails. Use sheets of iron that are 24 gauge and 24" (600 mm) by 24" (600 mm) in size. If using aluminum, use the same size as specified for galvanized iron sheets with a minimum thickness of 0.032" (0.81 mm).

#### (C) Prestressed Concrete Piles

Handle, transport, and store prestressed concrete piles by methods that do not damage the pile and support the piles at the pick-up points shown on the plans or along their full length. Replace piles damaged in handling or driving unless they are repaired to an acceptable condition.

When driving or cutting off piles below the elevation shown on the plans, build up the pile section to the plan elevation as shown on the plans unless otherwise directed by the Engineer.

Cut off piles not driven to grade perpendicular to the axis of the pile by means that do not result in spalling or other damage to the pile. Use steel pile tips with prestressed concrete piles when shown on the plans. Use pile splicers for splicing steel pile tips. Contact the Materials and Tests Unit for a list of approved pile splicers. Submit pile splicer specifications with the manufacturer's attachment detail to the Engineer for approval before installation.

#### (D) Steel Piles

Handle and store steel piles by methods that do not damage the pile. Store the piles above ground upon platforms, blocks, or other supports and keep the piles free from dirt, grease, and other foreign matter, and protect insofar as is practicable from corrosion. Do not damage coatings on steel piles. Protect coatings when driving piles through templates in an approved manner.

When shown on the plans, galvanize steel piles in accordance with Section 1076. Prepare the pile surface and provide materials in accordance with the applicable portions of this section.

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Use pile points for steel piles when shown on the plans or as directed by the Engineer. Contact the Materials and Tests Unit for a list of approved pile points. Weld pile points to piles in accordance with the manufacturers' details as approved by the Engineer. The minimum weld length is twice the width of the flange.

Furnish plates for pipe piles when shown on the plans or as directed by the Engineer. Weld plates to the bottom of pipe piles as shown on the plans. Use pipe pile plates with a thickness as shown on the plans and that meets the requirements of ASTM A709, Grade 50.

Cut off piles at the required elevations along a plane normal to the axis of the pile. Use approved methods for cutting off piles.

Use welded butt splices for steel piles as shown on the plans. Do not use more than 3 pieces (2 splices) of steel pile in making up one full-length pile.

#### (E) Redriving Piles

Once the required pile embedment has been achieved, the Contractor may choose to or the Engineer may require restriking or redriving piles. If the Contractor chooses to stop driving and then restrike or redrive piles, no payment will be made for restrikes or redrives. If the Engineer requires the Contractor to stop driving and then restrike or redrive piles, the payment will be made in accordance with Article 450-9. When the Engineer requires restrikes or redrives, the Engineer will determine the time to wait after stopping driving and the number of restrikes or redrives. However, the maximum number of restrikes or redrives per pile during any 48 hour period will not exceed three. The minimum time separation between redrives required by the Engineer is 4 hours.

Use the same approved pile driving methods, equipment and compressed pile cushion from the previous drive to restrike or redrive the pile unless the cushion is unacceptable due to deterioration, in which case use another acceptable cushion. Do not use a cold diesel hammer for a restrike or redrive, unless in the opinion of the Engineer, it is impractical to do otherwise. In general, warm up the hammer by applying at least 20 blows to a previously driven pile or timber mats on the ground.

#### 450-8 PENETRATION AND WAVE EQUATION

When no tip elevation is shown on the plans, drive piles to the required bearing capacity and a penetration of at least 10 ft (3 m) into natural ground unless otherwise directed by the Engineer. When a tip elevation is shown on the plans, drive piles to the required bearing capacity and the specified tip elevation. When noted on the plans, drive piles to additional capacity to account for downdrag or negative skin friction and scour.

Natural ground within an area of new embankment is defined as the bottom of the embankment or bottom of footing on piles, whichever is lower.

The Engineer will use the wave equation analysis to evaluate the suitability of the proposed pile driving methods and equipment to evaluate pile driving stresses and estimate the driving resistance in order to achieve the required bearing capacity. The required driving resistance in blows per foot or any equivalent set is based upon the bearing capacity shown on the plans with a minimum safety factor of 2 plus any additional capacity to account for downdrag or negative skin friction and scour, when applicable. The Engineer will provide the required driving



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resistance based upon the wave equation analysis and pile driving analyzer results, if applicable, using the approved pile driving methods and equipment.

Stop driving piles when practical refusal is reached, unless otherwise directed by the Engineer. Practical refusal is defined as 180 blows per foot (0.3 m) or any equivalent set.

### 450-9 MEASUREMENT AND PAYMENT

*Piles (Treated Timber Piles, \_\_\_\_\_ Prestressed Concrete Piles, \_\_\_\_\_ Steel Piles or \_\_\_\_\_ Galvanized Steel Piles)* will be measured and paid as the actual number of linear feet (meters) of piles incorporated into the completed and accepted structure. This quantity is measured as the length of pile before driving minus any pile cut-offs. No payment will be made for pile cut-offs or cutting off piles. However, once the required bearing and penetration has been achieved, the Contractor may drive the remaining portion of a pile to grade in lieu of cutting off the pile provided the remaining portion does not exceed 5 ft (1.5 m) and the pile can be driven without damaging the pile or reaching the maximum blow count or practical refusal. When this occurs, the additional length of pile driven will be measured as described above.

For prestressed concrete piles that are built up, the quantity of piles to be paid for will also include the actual number of linear feet (meters) added to the original pile length by the build-up. Steel pile tips are not included in the quantity of prestressed concrete piles. No payment will be made for steel pile tips or pile splicers and any associated hardware or welding. The cost for these items will be considered incidental to the cost of the prestressed concrete pile.

*Pile points* will be measured and paid for per each for the actual number of pile points incorporated into the completed and accepted structure.

*Pipe pile plates* will be measured and paid for per each for the actual number of plates incorporated into the completed and accepted structure.

*Pile redrives* will be measured and paid for per each as the actual number of restrikes or redrives required by the Engineer. No payment will be made for restrikes or redrives when the Contractor chooses to restrike or redrive piles.

No payment will be made for any defective or rejected piles or any piles driven for falsework, bracing, or temporary work bridges.

The prices and payments will be full compensation for all items required to provide bearing piles including but not limited to those items contained in Article 450-1.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
____ Prestressed Concrete Piles	Linear Foot
____ Steel Piles	Linear Foot
____ Galvanized Steel Piles	Linear Foot
Steel Pile Points	Each
Pipe Pile Plates	Each
Pile Redrives	Each

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## **PILE DRIVING ANALYZER**

**(1-17-12)**

### **1.0 GENERAL**

This special provision governs driving piles with a pile driving analyzer (PDA) in accordance with the plans and as directed by the Engineer. The PDA test method is described in ASTM D4945, "Standard Test Method for High-Strain Dynamic Testing of Piles". Install piles in accordance with Section 450 of the Standard Specifications and this provision.

Submit the proposed pile driving methods and equipment (Pile Driving Equipment Data Form) in accordance with the Submittal of Working Drawings Special Provision and the Standard Specifications. The Engineer will respond with preliminary approval or rejection of the proposed pile driving methods and equipment within 10 calendar days. Preliminary approval is required before driving piles with a PDA. Notify the Engineer of the pile driving schedule a minimum of 14 calendar days in advance.

Either a PDA Consultant or the NCDOT Geotechnical Engineering Unit, as directed by the Engineer, shall perform PDA testing and analysis. If required, retain a PDA Consultant and submit experience documentation with the proposed pile driving methods and equipment.

The Engineer will determine the number of piles and which piles to be tested with the PDA based upon the subsurface conditions and the pile installation sequence and progress.

The Engineer will complete the review of the proposed pile driving methods and equipment and provide the required driving resistance within 10 calendar days after the Engineer receives the PDA report or the Geotechnical Engineering Unit completes the PDA testing. A PDA report for PDA testing on multiple piles may be required as directed by the Engineer before the 10 day time period begins.

### **2.0 PREQUALIFICATION AND EXPERIENCE REQUIREMENTS**

Use a PDA Consultant prequalified by the Contractual Services Unit of the Department for Pile Driving Analyzer work (work code 3060).

Submit documentation that the PDA Consultant has successfully completed at least 5 PDA testing projects within the last 3 years of a scope and complexity similar to that anticipated for this project. Documentation should include the General Contractor and Owner's name and current contact information with descriptions of each past project. Also, submit documentation of experience with PDA manufactured by Pile Dynamics, Inc and the Case Pile Wave Analysis Program (CAPWAP).

Provide a list of PDA Operators and the Project Engineer that will be assigned to this project. Submit documentation for each PDA Operator verifying employment with the PDA Consultant and a minimum of 1 year experience in collecting PDA data with past projects of scope and complexity similar to that anticipated for this project. Submit documentation for the Project Engineer verifying employment with the PDA Consultant, registration as professional engineer in North Carolina and a minimum of 5 years experience in PDA testing

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and analysis with past projects of scope and complexity similar to that anticipated for this project. Documentation should include resumes, references, certifications, project lists, experience descriptions and details, etc.

### 3.0 PREPARATION FOR PDA TESTING

Provide piles for PDA testing that are 5 ft (1.5 m) longer, or as directed by the Engineer, than the estimated pile lengths shown on the plans. Supply 110 V, 60 Hz, 30 Amp of AC electrical power to operate the PDA equipment. Direct current welders or non-constant power sources are unacceptable.

Provide a suitable shelter to protect the PDA equipment and operator from conditions of sun, water, wind and temperature. The shelter should have a minimum floor size of 6 ft x 6 ft (2 m x 2 m) and a minimum roof height of 8 ft (2.5 m). If necessary, heat or cool the shelter to maintain a temperature between 50 and 85 degrees F (10 and 30 degrees C). Place the shelter within 75 ft (23 m) of the pile such that the PDA cables reach the computer and the operator can clearly observe the pile. The Engineer may waive the shelter requirement if weather conditions allow.

Drill up to a total of 16 bolt holes in either 2 or 4 sides of the pile, as directed by the PDA Consultant or the Engineer, at an approximate distance equal to 3 times the pile diameter below the head of the pile. If the PDA Consultant or the Engineer choose to drill the bolt holes, provide the necessary equipment, tools and assistance to do so. A hammer drill is required for concrete piles and up to 2 hours may be required to drill the holes.

Lift, align and rotate the pile to be tested with the PDA as directed by the PDA Consultant or the Engineer. Place the pile in the leads and template so that the PDA instruments and their accompanying wires will not be damaged.

The PDA Consultant or the Engineer will furnish the PDA measuring instruments and materials for installing the instruments. Attach the PDA instruments as directed by the PDA Consultant or the Engineer after the pile is placed in the leads and the template.

### 4.0 PDA TESTING

Use only the preliminarily approved pile driving methods and equipment to drive piles with the PDA instruments attached. Drive the pile as directed by the PDA Operator or the Engineer in order to measure the wavespeed of the pile.

Drive the pile to the required bearing capacity and specified tip elevation, if applicable, as shown on the plans or as directed by the PDA Consultant or the Engineer. During pile driving, the PDA will be used to evaluate, including but not limited to, the following: hammer performance, bearing capacity, distribution of soil resistance, pile driving stresses, energy transfer, pile integrity and various soil parameters such as quake and damping.

The PDA Operator or the Engineer may require the Contractor to modify the pile installation procedure during driving as follows:

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- Reduce the hammer energy,
- Drive deeper or shallower because of variations in the subsurface conditions,
- Readjust the transducers, and
- Realign the pile.

The Contractor is responsible in terms of both actual expense and time delays for any damage to the PDA instruments and supporting equipment due to the Contractor's fault or negligence. Replace any damaged equipment at no additional cost to the Department.

### 5.0 REDRIVING PILES

When directed by the Engineer, reattach the PDA instruments and restrike or redrive the pile in accordance with Section 4.0 above and Section 450 of the Standard Specifications. Obtain the required stroke and penetration (at least 6 in or 150 mm) or as directed by the PDA Operator or the Engineer. The PDA Operator or the Engineer will record dynamic measurements during restriking and redriving. The Engineer may require restriking and redriving more than once on the same pile. The Engineer will determine when PDA testing has been satisfactorily completed.

### 6.0 CAPWAP ANALYSIS AND PDA REPORT

The PDA Consultant shall perform analysis of the PDA raw data with the CAPWAP (version 2006 or later). At a minimum, analysis is required for a hammer blow near the end of initial drive and for each restrike and redrive. Additional CAPWAP analysis may be required as determined by the PDA Consultant or the Engineer.

Submit three hard copies and an electronic copy (pdf or jpeg format on CD or DVD) of a PDA report sealed by the Project Engineer within 7 calendar days after field testing is complete. The PDA report shall include but not be limited to the following:

#### A. Title Sheet

- NCDOT TIP number and WBS element number
- Project description
- County
- Bridge station number
- Pile location
- Personnel
- Report date

#### B. Introduction

#### C. Site and Subsurface Conditions (including water table elevation)

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#### D. Pile Details

- Pile type and length
- Required bearing capacity and factor of safety
- Concrete compressive strength and/or steel pile yield strength
- Pile splice type and locations
- Pile batter
- Installation methods including use of jetting, preaugering, spudding, vibratory hammer, template, barge, etc.

#### E. Driving Details

- Hammer make, model and type
- Hammer and pile cushion type and thickness
- Pile helmet weight
- Hammer efficiency and operation data including fuel settings, bounce chamber pressure, blows per minute, equipment volume and pressure
- Ground or mud line elevation and template reference elevation at the time of driving
- Final pile tip elevation
- Driving resistance (ram stroke, blows per foot (0.3 meter) and set for last 10 hammer blows)
- Restrike and redrive information

#### F. PDA field work details

#### G. CAPWAP analysis results

- Table showing percent skin and tip, skin and toe damping, skin and toe quake and match quality

#### H. Summary/Conclusions

#### I. Attachments

- Boring log(s)
- Pile Driving Equipment Data Form (from Contractor)
- Field pile driving inspection data (from Engineer)
- Accelerometer and strain gauge locations
- Accelerometer and strain gauge serial numbers and calibration information

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- PDA hardware model and CAPWAP software version information
- Electronic copy of all PDA raw data and executable CAPWAP input and output files (version 2006 format)

### 7.0 MEASUREMENT AND PAYMENT

The complete and accepted PDA testing will be paid for at the unit bid price for “PDA Testing” per each. Include in the unit bid price for “PDA Testing” all costs for providing the PDA, PDA instruments and materials for installing the instruments and recording the dynamic measurements the first time the pile is tested with the PDA. Costs for providing these items for the same pile after the pile is initially tested with the PDA will be considered incidental to the unit bid price for “Pile Redrives”. Also include in the unit bid price for “PDA Testing” all costs for performing the CAPWAP analysis on data collected during initial drive, restrikes and redrives and preparing and submitting the PDA report. No payment for “PDA Testing” will be made if the PDA report submitted is incomplete as described in Section 6.0. No payment for “PDA Testing” will be made if the Department performs PDA testing. If the Department does not perform PDA testing, the number of “PDA Testing” per pile will be equal to one.

The complete and accepted PDA assistance will be paid for at the unit bid price for “PDA Assistance” per each. Include in the unit bid price for “PDA Assistance” all costs for PDA preparation and support including all materials, labor, tools, equipment, mobilization and incidentals necessary to complete the work described in this provision excluding the costs for the PDA testing described above. Costs for PDA preparation and support for restrikes and redrives will not be paid for separately. The number of “PDA Assistance” per pile will be equal to one for each pile tested with the PDA.

The cost of the pile and the installation including driving, restriking and redriving will be paid for separately in accordance with the Standard Specifications and will not be part of these PDA pay items.

### **CAST-IN-PLACE CONCRETE**

**(SPECIAL)**

#### **A. SCOPE**

These specifications cover all cast-in-place concrete required for completion of the project. For Architectural Treatment requirements of Bridge on Connecting Track over Union Chapel Road, see “Architectural Treatment – Union Chapel Road” special provision.

#### **B. GENERAL**

Except as otherwise specified hereunder, the current American Railway Engineering and Maintenance Association (AREMA) Manual for Railway Engineering (Specifications), Chapter 8 – Concrete Structures and Foundations, shall apply to all work under this section Foundations, shall apply to all work under this section.

#### **C. STRENGTH, PROPORTIONS AND MIXES**

1. Cement, unless otherwise specified, shall conform to the following:

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### a.) Standard Concrete

Cement shall be Portland Cement, Type I or Type IA, conforming to the requirements of ASTM Designation C150.

### b.) High Early Strength Concrete

Cement shall be Type III, or Type IIIA, conforming to the requirements of ASTM Designation C150.

2. Minimum compressive strength for substructure concrete at 28 days shall be 4000 PSI, unless indicated otherwise on the plans.

Minimum compressive strength for superstructure concrete at 28 days shall be 5000 PSI, unless indicated otherwise on the plans.

Minimum cement content shall be 6.0 Bags/CY (564 LBS/CY).

3. Nominal size of coarse aggregate shall be 1" – No. 4 (Size 57). See AREMA Table 1.3.3
4. Concrete shall be air-entrained by the use of an air entraining admixture conforming to requirements of ASTM Designation, C260, or by the use of air-entraining Portland cement meeting the requirements of ASTM Specification C150. The concrete shall have an air content between 4.0% and 6.0%.
5. Admixtures, except air-entraining agents, used to alter the normal properties of concrete for densifying, dispersing, retarding, accelerating, plasticizing, coloring, or waterproofing, shall be used only upon written permission of the Engineer.
6. Testing: Compression tests and field tests will be required as specified in the AREMA Manual, Chapter 8, Part 1. The Contractor shall furnish all test materials and test cylinder molds, shall perform all work to make and cure the test cylinders, and after proper curing, shall deliver the test cylinders to an independent testing laboratory where they shall be tested at the Contractor's expense. The test results shall be furnished directly to the Engineer in writing, by the testing laboratory, on a standard testing report form. Not less than four test cylinders shall be made for each twenty cubic yards or fraction thereof, of cast –in-place concrete. One pair of cylinders shall be tested at 7 days and the second pair at 28 days.
7. Slump range shall be two to four inches. At least one slump test shall be made for each truckload of concrete delivered to the project for inclusion in the work. A record of the amount of slump shall be made and furnished to the Engineer.

## D. REINFORCING STEEL

1. Reinforcing steel bars shall be intermediate grade, new billet steel, conforming to ASTM Designation A615, Grade 60. Reinforcing bars shall be bent cold in the shop or in the field around a pin not less than 6 times the diameter of the bar. Reinforcing partially embedded in concrete or in mortar in dowel holes shall not be field bent, except as permitted by the Engineer.
2. Welded wire mesh shall conform to ASTM Designations A82 and A185.

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3. Epoxy coated reinforcing bars, where specified or shown on the Plans, shall conform to ASTM A775, "Standard Specification for Epoxy-Coated Reinforcing Bars". Epoxy coated reinforcing bars shall be tied with plastic or epoxy coated wires or approved plastic clips, and shall be set on plastic or epoxy coated wire chairs.

### **E. INTERFACING WITH EXISTING CONCRETE**

1. Surface preparation and anchorage shall be as specified in AREMA Specifications, Chapter 8, Part 14, unless otherwise indicated on the Plans. Dowels shall be made of deformed bars, ASTM A615, Grade 60, and shall be spaced as shown on the Plans. Dowels shall be grouted in place with an Epoxy Grout intended for dowel bars and shall be applied in accordance with the manufacturer's recommendations. Horizontal dowel holes shall be drilled downward on a slope of approximately one-inch per foot or as otherwise indicated on the Plans.
2. The surface of the existing material to which the new concrete will be bonded shall be cleaned by either sandblasting, waterblasting, hammers or wire brushes, so that all foreign material and loose or unsound concrete is removed and that a clean sound surface remains. The exposed surface shall be washed with clean water or air cleaned with oil free air to remove all loose dust. Grease and oil shall be scrubbed and removed with a detergent and the surface washed with clean potable water.
3. New concrete shall be bonded to clean sound material with an Epoxy Bonding compound. Bonding System shall meet the requirements of ASTM C881, Type II Grade 1 or 2, and shall be subject to approval by the Engineer. Bonding System shall be applied in accordance with manufacturer's recommendations. It is further recommended that Bonding compound be applied as a spray application by use of a Binks bottom discharge pressure vessel operating at approximately 100-psi. Bonding Compound shall not be applied to surfaces that have visible or standing water.

### **F. DAMPPROOFING**

All surfaces of concrete masonry, which will be in contact with backfill or embankment, shall be dampproofed as noted in the plans, with Asphalt Primer and Asphalt, in accordance with AREMA Specifications, Chapter 29, Part 3.

### **G. CONSTRUCTION JOINTS**

Construction joints shall be made only where shown on the Plans, unless otherwise approved by the Engineer, and shall be adequately keyed and, if required by the Engineer, be provided with 6" flexible P.V.C. waterstops.

### **H. FORMED SURFACE FINISH**

All unformed surfaces shall be constructed to lines and contours shown on the drawings with a wood or hard rubber float finish. Formed surfaces shall be made with plywood faced wood forms or with steel faced forms.

### **I. CURING**

Concrete shall be protected as required by AREMA Specification, Chapter 8, Section 1.17, for a minimum of 7 days. Membrane curing compounds are permitted, on all cast-in-place concrete surfaces except those that will abut other new concrete or as noted



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otherwise in these special provisions. Curing of such abutting surfaces shall be by wet curing methods. Membrane curing shall be compatible with the specified Concrete Surface Sealer, or the membrane curing compound shall be removed to promote adhesion of the sealer to the concrete.

**J. BEARING PADS**

Bearing pads shall be used whenever steel Masonry Plate, or other steel bearing plate, bears on concrete. Pads shall be preformed fabric bearing pads, ½" thick, and shall be either Shock Pad Style 15175, as manufactured by the Alert Manufacturing and Supply Company, Chicago, IL; or Fabreeka Pads, as manufactured by the Fabreeka Production Company, Boston, MA; or SORBTEX Pads as manufactured by Voss Engineering, Inc., Chicago, Illinois, or an approved equal.

**K. MEASUREMENT AND PAYMENT**

1. Measurement: The quantity of Cast-in-Place Concrete to be paid for will be the number of cubic yards of concrete which has been incorporated into the completed and accepted work. The number of cubic yards of concrete will be computed from dimensions shown on the plans or from revised dimensions authorized by the Engineer. No deduction will be made for the volume of encased reinforcement.

The quantity of Reinforcing Steel to be paid for will be the number of pounds of reinforcing steel incorporated in the completed and accepted work. The number of pounds of reinforcing steel will be computed from dimensions and sizes shown on the plans or from revised dimensions authorized by the Engineer.

The quantity of Epoxy Coated Reinforcing Steel to be paid for will be the number of pounds of epoxy coated reinforcing steel incorporated in the completed and accepted work. The number of pounds of epoxy coated reinforcing steel will be computed from dimensions and sizes shown on the plans or from revised dimensions authorized by the Engineer.

The quantity of Dampproofing to be paid for will be the number of square yards of dampproofing which has been incorporated into the completed and accepted work. The number of square yards of dampproofing will be computed from the dimensions shown on the plans or from revised dimensions authorized by the Engineer.

2. Payment: The quantity of Cast-in-Place Concrete, as measured above, will be paid for at the contract unit price per cubic yard for the item "CAST-IN-PLACE CONCRETE ( \_\_\_\_ PSI)". The above price will be full compensation for furnishing all material, equipment and labor necessary for placing, dewatering, curing, excavation and backfill, forms, finishing, and casting, curing and testing concrete test cylinders.

The quantity of Reinforcing Steel, as measured above, will be paid for at the contract unit price per pound for the item "REINFORCING STEEL". The above price will be full compensation for furnishing all material, equipment and labor necessary for furnishing and installing the reinforcing steel.

The quantity of Epoxy Coated Reinforcing Steel, as measured above, will be paid for at the contract unit price per pound for the item "EPOXY COATED REINFORCING

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STEEL". The above price will be full compensation for furnishing all material, equipment and labor necessary for furnishing and installing the reinforcing steel.

The quantity of Dampproofing, as measured above, will be paid for at the contract unit price per square yard for the item "DAMPPROOFING". The above price will be full compensation for furnishing all material, equipment and labor necessary for furnishing and installing dampproofing.

## **STRUCTURAL STEEL**

**(SPECIAL)**

### **A. SCOPE**

These specifications shall cover the furnishing, fabrication, preparation, assembly, welding, painting, and erection of all structural steel shown on the plans.

### **B. GENERAL SPECIFICATIONS**

Except as otherwise specified hereinafter, the current AREMA specifications, Chapter 15, Steel Structures, applies to all work.

### **C. STRUCTURAL STEEL**

1. All fracture critical members are identified on the plans.
2. All fracture critical members will be fabricated in accordance with the Fracture Control Plan stated in the AREMA specifications, Chapter 15, Section 1.14.
3. Fabricator shall be certified under the AISC Quality Certification Program as follows:  
Welded Plane Girders Category III.  
Rolled Beam Bridge Category I.
4. Structural Steel shall be ASTM A709 Gr36, Gr50 or Gr50W, as noted on the plans. The toughness shall be T2 for non-fracture critical members or F2 for fracture critical members. Other types of steel may be used if approved by the CSX Director Structural Engineering. Thickness of flange plates shall not exceed 3 inches.

### **D. OTHER MATERIALS**

1. High strength bolts shall be 7/8" diameter and meet the current requirements of the A.S.T.M. Specifications for High Strength Bolts for Structural Steel Joints, Designation A 325, Type 3.
2. Anchor bolts shall be threaded rods with heavy hex nut meeting the current requirements of A.S.T.M. specification for fasteners, Designation A-307.
3. Welding electrodes for arc welding shall meet the current requirements of the Specifications for mild steel arc-welding electrodes Series E70, AWS 5.1, Low Hydrogen Classification for SMAW and AWS 5.17 for SAW.
4. Preformed fabric bearing pads shall be Shock Pad Style No. 15175 as manufactured by Alert Manufacturing and Supply Company, Chicago, Illinois, or FABREEKA Pads as manufactured by Fabreeka Products Company, 1190 Adams Street, Boston, Massachusetts, or SORBTEX Pads as manufactured by Voss Engineering, Inc., Chicago, Illinois, or approved equal.

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**E. WELDING PROCESSES**

Only submerged arc welding (SAW) or shielded metal arc welding (SMAW) may be used. No other process will be allowed.

**F. BOLTED CONNECTIONS**

Permanent bolted connections using High Strength Bolts shall be installed and tightening using the Turn-of-the-Nut Method.

**G. PAINT**

All steel preparation and painting shall be in accordance with Special Provision for Painting Steel Structures.

**H. SHOP DRAWINGS**

1. The Contractor's attention is called to the requirements for shop drawings, Chapter 15, Article 1.1.2 Shop Drawings, AREMA Specifications.
2. The Contractor shall furnish three (3) complete sets of detailed shop drawings to the Railroad Company for approval prior to starting fabrication. Unchecked drawings shall not be submitted for approval. After approval of shop drawings, the Contractor shall supply the Company with one set of reproducibles of the approved drawings.
3. The rejection of a procedure or the correction of shop drawings will not be considered as cause for delay.
4. Approval by the Engineer of the shop drawings shall not relieve the Contractor from furnishing material of proper dimensions, quantity, and quality, nor will such approval relieve the Contractor from the responsibility for errors of any sort in the shop drawings.
5. Original drawings or reproducibles on Mylar, or equivalent film, shall be furnished at the completion of the Contract in accordance with Chapter 15, Article 1.1.3, AREMA specifications. Reproducibles made by the diazo process are not acceptable.

**I. SHOP INSPECTION & TESTING**

1. The Company may arrange for inspection by an independent inspection firm under a separate contract. This inspection will be in addition to the Fabricator's Quality Control Program.
2. The Fabricator shall notify the Company and its inspector of the scheduled date for beginning fabrication, and shall not begin fabrication until the Company's Inspector is present.
3. The Fabricator shall furnish copies of certified mill inspection reports to the Company for all structural steel requiring improved notch toughness.
4. The Fabricator shall meet the requirements of the AREMA Fracture Control Plan described in Chapter 15, Section 1.14 for all members and components designed as fracture critical.

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5. Welding Inspection shall verify that all welds and welding procedures meet the requirements of the American Welding Society (A.W.S.) Bridge Welding Code, D1.5, current edition and all addenda to it.
6. All welds shall be inspected visually and by use of nondestructive testing. All nondestructive testing shall be performed by the Fabricator and witnessed by the Company's Inspector.
7. Witnessing of weld inspection shall be done in a timely manner without disruption of normal shop operations. Copies of all weld inspections and nondestructive testing reports shall be furnished to the Company.
8. The Fabricator shall perform the following weld inspection and testing:
  - (a) All transverse tension groove welds in FCM members, when allowed by the Engineer, shall be RT and UT tested 100% In non-FCM components of FCM's all transverse groove welds shall be RT or UT tested 100%.
  - (b) All flange to web welds shall be tested on both sides as follows:
    1. Butt welds in both girder flanges and girder webs shall be 100% radiographed.
    2. 50% of flange to web welds shall be inspected by ultrasonic inspection method.
    3. 10% of all other welds shall be inspected by ultrasonic or magnetic particle procedures.
    4. Deck plate to floorbeam or longitudinal girder welds may be visually inspected.

**J. MEASUREMENT AND PAYMENT**

1. Measurement: The approximate pounds of Structural Steel shown in the contract pay item is an estimate based on the computed weight of the structural steel necessary to complete the work. No measurement for payment will be made for this pay item and no adjustment in the contract lump sum price will be made for any variation from the approximate quantity shown except for revisions in the plans which affect the quantity of structural steel necessary to complete the work.
2. Payment: The payment for Structural Steel shall be on a lump sum contract price bid for APPROX. \_\_\_\_\_ LBS. STRUCTURAL STEEL. The lump sum contract price bid shall be full compensation for furnishing all materials, equipment, quality control testing, shop drawings and labor necessary for fabricating, shop painting, and erecting the Structural Steel as detailed in the plans, including furnishing the fabric bearing pads, the fixed bearing assemblies and anchor bolts.

**PAINTING STEEL STRUCTURES**  
**INORGANIC ZINC-ACRYLIC/EPOXY SYSTEM**

**(SPECIAL)****A. GENERAL****1. PLANS AND SPECIFICATIONS**

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- a) This work consists of furnishing all labor, material, plant and equipment, and performing all operations in connection with shop Painting (prime coat, wash coat, and top coat applied in the fabricators plant or unless otherwise specified by the Railway). All painting shall be in accordance with AREMA Specifications, Chapter 15 – Section 3.4, and recommendations of the Steel Painting Council Specifications with the following requirements.
- b) The paint thickness will be measured according to “SSPC-PA2” Method for Measurement of Dry Paint Thickness with Magnetic Gages.
- c) The Contractor shall furnish the proposed painting procedure to the Company for approval prior to starting painting. The Contractor shall supply the Company with all applicable paint certification and production reports.

## 2. SURFACE PREPARATION

- a) The surface preparation shall be in accordance with steel Structures Painting Council Specifications SP 10 (NEAR WHITE BLAST) latest revision and Visual Standard NACE No. 2. Average surface profile to be 2 miles.
- b) Application – The paint shall be applied in accordance with SSPC Specifications for Paint Application – PA1.
- c) The Prime Coat shall be applied in the shop promptly after blast cleaning, but in no case shall the prime coat be applied more than 8 hours after blast cleaning or after visible or detrimental rusting occurs.
- d) Steel shall be cleaned by washing, or other mechanical means to remove all residue (loose zinc dust and foreign matter) prior to applying Wash and Top Coat.
- e) Surface damaged during shipment and handling shall be repaired using the same paint system as applied in the shop except that the Prime coat shall be repaired using an ***Organic Zinc Primer*** when the Primer Coat is repaired in the field.

## 3. WELDED AREAS AND FAYING (CONTACT) SURFACES

No paint shall be applied to areas to be welded in the field unless approved by the engineer. No paint (wash or topcoat) shall be applied to any faying surfaces, unless the paint system meets the requirements of AREMA Table 15-1-11a Note for class A and B coatings.

## B. PAINTING REQUIREMENT

### PAINT SYSTEM

- a) The fabricator will be given the option of using one of the following paint systems (***Prime Coat, Intermediate and Top Coats shall be applied in the fabricator's plant unless otherwise specified by the Railway.*** If the Intermediate Coat and Top Coat are applied in the field, the steel shall be solvent wiped to remove all grease and oil and a ***“High Pressure Power Washing” with clean water (3500 p.s.i. Minimum)*** shall be used to clean all mud and dirt off prior to applying the touch-up Primer or Intermediate and Top Coats. ***The Fabricator shall supply sufficient quantities of touch-up Organic Zinc-Rich Primer, Intermediate Coat, Topcoat and Thinner.*** The

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Assistant Chief Engineer for Bridges and Structures is to be notified of the fabricator's choice. Priming of the contact surfaces with Inorganic Zinc-Rich primer is required.

- b) Color – For Finish (Top) Coat color, see “Architectural Treatment – Union Chapel Road” special provision.
- c) The Wash Coat and Top Coat shall be applied in the shop, unless approved or specified by the Engineer.

**GENERAL COATING SYSTEM REQUIREMENTS**

Prime Coat: Inorganic Zinc Primer applied at 2.0 – 4.0 mils Dry Film Thickness.

Intermediate Coat: Water Borne Acrylic or Epoxy Coating applied at 3.0 – 4.0 mils Dry Film Thickness.

Finish (Top) Coat: Water Borne Acrylic or Epoxy Coating applied at 3.0 – 4.0 mils Dry Film Thickness.

Touch Up Primer: Organic Zinc-Rich Primer applied at 4.0 – 5.0 mils Dry Film Thickness.

**Suggested Suppliers:**

<p>(CARBOLINE)  Carboline Company  2150 Schuetz Rd  St. Louis, MO 63146  Contact: Eric Foreman  Telephone: 904-576-0800  Email: eforeman@carboline.com</p>	<p>(SHERWIN-WILLIAMS)  The Sherwin-Williams Company  101 Prospect Ave  Cleveland, OH 44115  Contact: Tom Saxton  Telephone: 904-591-3137  Email: SW4538@sherwin.com</p>
<p>(ELITE)  Elite Coatings Company, Inc.  120 Tremon Street  Gordon, GA 31031  Contact: Frank Sweatt/Tammy Seckinger  Telephone: 478-628-2111  Email: fsweatt@eaglebridges.com</p>	<p>(DEVOE)  International Paint, LLC  108 Clinton Ave.  Lower Burrell, PA 15068  Contact: Michael Bubenheim  Telephone: 412-965-7202  Email: Michael.bubenheim@akzonobel.com</p>
	<p>(PPG)  PPG Industries  One PPG Place  Pittsburgh, PA 15272  Contact: Paul Whitehead  Telephone: 678-472-8284  Email: pwhitehead@ppg.com</p>

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### SYSTEM # 1 (CARBOLINE)

Prime Coat: Carbozinc 11 FG Inorganic Zinc-Rich Primer applied at 2.0 – 4.0 mils Dry Film Thickness.

Intermediate Coat – Carbocrylic 3350 (White) applied at 2.0 – 3.0 mils Dry Film Thickness.

Finish (Top) Coat – Carbocrylic 3350 applied at 2.0- 3.0 mils Dry Film Thickness.

Touch Up Primer – Carbozinc 859 Organic Zinc-Rich Primer applied at 3.0 – 5.0 mils Dry film Thickness.

### SYSTEM # 2 (SHERWIN-WILLIAMS)

Prime Coat: ZINC CLAD II PLUS – (B69VZ12 B69VZ15 B69D11) Inorganic Zinc – Rich Primer applied at 4.0 – 5.0 mils Dry Film Thickness.

Intermediate Coat – B66 Series DTM ACRYLIC GLOSS (White) applied at 3.0 – 4.0 mils Dry Film Thickness.

Finish (Top) Coat – B66 Series DTM ACRYLIC GLOSS applied at 3.0 – 4.0 mils Dry Film Thickness.

Touch Up Primer – ZINC – CLAD IV – (B69 A8/B69 V8) applied at 4.0 – 5.0 mils Dry Film Thickness.

### SYSTEM # 3 (ELITE)

Prime Coat: Elite 1312 Inorganic Zinc Primer applied at 3.0 – 4.0 mils Dry Film Thickness.

Intermediate Coat – Elite 156 Exterior Acrylic Latex (White) applied at 3.0 – 4.0 mils Dry Film Thickness.

Finish (Top) Coat – Elite 156 Exterior Acrylic Latex applied at 3.0 – 4.0 mils Dry Film Thickness.

Touch Up Primer – Elite 305 Organic Zinc-Rich Primer applied at 4.0 – 5.0 mils Dry Film Thickness.

### SYSTEM # 4 (DEVOE)

Prime Coat: Catha-Coat 304V Inorganic Zinc Silicate Primer applied at 2.0 – 4.0 mils Dry Film Thickness.

Intermediate Coat: DEVRAN 203 Waterborne Epoxy primer applied at 3.0 – 4.0 mils Dry Film Thickness.

Prime Coat: DEVFLEX 4216 Waterborne Acrylic Coating applied at 1.5 – 4.0 mils Dry Film Thickness.

Touch Up Primer – Catha-Coat 303H Organic Zinc-Rich Epoxy applied at 2.0 – 4.0 mils Dry Film Thickness.

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#### SYSTEM # 5 (PPG)

Prime Coat: Dimetecote21-5 Inorganic Zinc-Rich primer applied at 2.0 – 4.0 mils Dry Film Thickness.

Intermediate Coat – Pitt Tech Plus acrylic applied at 2.0 – 3.0 mils Dry Film Thickness.

Finish (Top) Coat – Pitt Tech Plus acrylic applied at 2.0 – 3.0 mils Dry Film Thickness.

Touch Up Primer – Amercoat 68HS Zinc-Rich Epoxy applied at 4.0 – 5.0 mils Dry Film Thickness.

#### SYSTEM # 6 (SHERWIN-WILLIAMS – Alternative 2 Coat System)

Prime Coat: ZINC CLAD II PLUS – (B69VZ12 B69VZ15 B69D11) Inorganic Zinc – Rich Primer applied at 4.0 – 5.0 mils Dry Film Thickness.

Finish Coat – FAST CLAD HB ACRYLIC-(B66-410Series) applied at 6.0 – 8.0 mils Dry Film Thickness.

Touch Up Primer – ZINC – CLAD IV – (B69 A8/B69 V8) applied at 4.0 – 5.0 mils Dry Film Thickness.

#### SYSTEM # 7 (CARBOLINE – Alternative 2 Coat System)

Prime Coat: Carbozinc 11 FG Inorganic Zinc-Rich Primer applied at 2.0 – 4.0 mils Dry Film Thickness.

Finish Coat – Carbothane 133 LH Aliphatic Acrylic Polyurethane applied at 3.0 – 5.0 mils Dry Film Thickness.

Touch Up Primer – Carbozinc 859 Organic Zinc-Rich Primer applied at 3.0 – 5.0 mils Dry film Thickness.

#### POST – PAINTING REQUIREMENTS

1. Steel shall be cleaned by washing, or other mechanical means to remove all residue (loose zinc dust and foreign matter) prior to applying Wash and Top Coat. An **“M.E.K. Rub Test”** shall be used to assure proper cure of the inorganic zinc primer prior to applying the next coat.

#### C. SHOP INSPECTION & TESTING

1. The Railroad Company may arrange for inspection by an independent inspection firm under a separate contract. This inspection will be in addition to the Fabricator's Quality Control Program.
2. The Fabricator shall notify the Railroad Company and its inspector of the scheduled date for beginning painting.

#### D. PAINTING MATERIALS REQUIREMENTS

1. PACKAGING AND SHIPPING



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- a) All paint shall be received at the point of use in original containers and carefully stored. All paint to be used shall be freshly mixed and shall be ordered only a sufficient length of time in advance of its use to insure an adequate supply being on hand at all times so as not to delay the work.
- b) Paint shipped to the job shall arrive in sealed containers clearly marked with the type of paint and specifications controlling its manufacture.
- c) There shall be no modification of the paint except upon, and in accordance with, express written stipulation by an authorized representative of the paint manufacturer and with specific approval of the Engineer.

#### 2. STORAGE

Paint in storage at the shop or in the field shall have the position of the containers reversed at least once a week to prevent settlement and separation of the pigment from the vehicle. There shall be suitable devices maintained at the point of storage and used for agitation and thorough mixing of the paint prior to its use on this work.

#### 3. SAMPLE PANEL

If directed by the Engineer, a sample panel shall be made up. The panel shall be used as a basis of comparison of the work on this contract. The panel shall be of size designated by the Engineer and shall be prepared and painted in all respects in the same manner, as the work will be done.

### E. WORKMANSHIP

#### 1. WEATHER CONDITIONS

Paint shall not be applied when the temperature of the air is less than 40 degrees F., when the surface of the metal is not dry, the relative humidity is above 85%, or when, in the opinion of the Engineer, conditions are otherwise unsatisfactory for such work. Paint shall not be applied upon damp, or frosted surfaces. Material painted under cover in damp or cold weather shall remain under cover until dry or until weather conditions permit its exposure in the open. Painting shall not be done when the metal is hot enough to cause the paint to blister and produce a porous paint film.

#### 2. APPLICATION

- a) Paint shall be applied in accordance with SSPC Specifications for Paint Application – PA1 and in accordance with manufacturer's recommendation.
- b) All blast cleaned steel surfaces shall be primed before completion of the workday.
- c) Steel shall be cleaned by washing, brushing or other mechanical means of all residues (loose foreign matter) prior to applying the finish coat (Top Coat).

#### 3. REMOVAL OF UNSATISFACTORY PAINT

If the Prime Coat “mud – cracks”, the Top Coat wrinkles or shows evidence of having been applied under unfavorable conditions or if the workmanship is poor, the Engineer may order it removed and the metal thoroughly cleaned and repainted. Any “Blushing”

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of the Vinyl Top Coat shall be corrected by solvent wiping and/or re-coating before final acceptance by the Railroad Company.

### 4. THINNING

No thinner shall be used if the paint can be applied in a neat workmanlike manner without thinning. If this paint is too thick to spray, only the manufacturer's specified thinner (in hot weather vinyl paint shall be thinned with M.I.B.K. to reduce the chances of "Blushing" occurring) may be added to the paint up to 25% by volume or as otherwise specified by the manufacturer. Thinning shall not relieve the contractor from applying the specified coating D.F.T..

### 5. PAINT TOUCH-UP

After erection, all damaged areas shall be cleaned of mud and dirt by **High Pressure Power Washing with clean water (3500 p.s.i. minimum)**; grease, and oil by **solvent wiping**; and rusted areas shall be cleaned by **sand blasting** or **power tool cleaning** with non-woven abrasives prior to touch-up or Top coating. The paint used for touch-up shall be the same system used in the shop. The contractor and/or Fabricator shall be responsible for cleaning all damaged surfaces and applying all field touch-up coatings in accordance with all manufacturers' recommendations. The Zinc Primer shall be touched up with only **Organic Zinc Primer** when applied in the field.

### 6. WARRANTY

The fabricator and or Contractor will be required to guarantee his work against defective workmanship or the use of defective materials for a period of one (1) year from the completion of the contract.

### 7. HANDLING SHOP PRIMED STEEL

**Only Nylon web slings or padded lifting points** shall be used to move shop primed steel to prevent damage to the coating.

## F. ENVIRONMENTAL PROTECTION STATEMENT

"All collection, containment, disposal and transportation for disposal must be compliant with all applicable State, Federal and Local air pollution, water pollution, solid waste and hazardous waste regulations, ordinances or statutes."

## G. MEASUREMENT AND PAYMENT

1. Measurement: No measurement for payment will be made for this pay item and no adjustment in the contract lump sum price will be made except for revisions in the plans which affect the quantity of structural steel necessary to complete the work.
2. Payment: All work covered by this section, except for shop painting, will be paid for at the contract lump sum price for "PAINTING OF STRUCTURAL STEEL". Payment at the contract lump sum price for "APPROX. \_\_\_\_\_ LBS. STRUCTURAL STEEL" will be full compensation for the work of shop painting.

The above prices and payments will be full compensation for all work including but not limited to furnishing all paint, cleaning abrasives, cleaning solvents, and all other materials; protecting the work; protecting traffic and property; preparing and cleaning

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surfaces to be painted; applying paint in the shop and field; and furnishing blast cleaning equipment, paint spraying equipment, brushes, rollers, and any other hand or power tools, and any other equipment.

### **WATERPROOFING**

**(SPECIAL)**

Waterproof required bridge elements with a cold liquid-applied elastomeric membrane to the limits shown in the contract plans. Waterproofing membrane shall be a two coat, rapid cure, seamless, cold liquid spray applied membrane such as the "Eliminator" system manufactured by Stirling Lloyd Products, Inc., or the "Bridge Deck Membrane" system manufactured by Bridge Preservation L.L.C. (R.J. Watson, Inc.) or approved equal. Apply waterproofing in strict accordance with manufacturer's recommendations. Immediately prior to application of membrane, clean the surfaces to be waterproofed per the manufacturer's recommendations. Membrane protection is not required, i.e. ballast may be placed directly on top of the fully cured membrane waterproofing.

The entire cost of the waterproofing complete in place will be paid for at the contract unit price per square yard for "WATERPROOFING".

### **WATERSTOPS**

**(SPECIAL)**

Waterstops shall be made of an approved flexible polyvinyl-chloride plastic conforming to U.S. Corps of Engineers Specification CRD-C-572-74 or rubber conforming to U.S. Corps of Engineers Specification CRD-C-513-75. Waterstops shall be made in the shape and of the material specified on the Plans. The material shall form a continuous waterstop across the slab and up the parapets of bridge decks, abutment wings, or other locations as shown on the Plans. Waterstops shall be fabricated in continuous units without splices, using material of the longest length available. Where bonded joints are necessary, like materials shall be bonded together by experienced men in accordance with the manufacturer's instructions. The entire cost of the waterstop complete in place shall be included in the unit contract price bid for "CAST-IN-PLACE CONCRETE (\_\_\_\_ PSI)".

### **ELASTOMERIC FLASHING**

**(SPECIAL)**

The elastomeric flashing at the expansion joint between deck slabs shall be a continuous sheet of synthetic rubber 1/16" thick by 10" wide or equal based on polychloroprene having properties specified by the following test data:

Tensile Strength, ASTM D-412-80	2,000 psi minimum
Elongation, ASTM D-412-80	300% minimum
Hardness, ASTM D-2240-81	60 ± 10
Water Absorption, ASTM D-471-79	10% maximum

The adhesive for use with the flashing shall be as recommended by the manufacturer of the synthetic rubber furnished and shall be applied according to the manufacturer's instructions.

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The entire cost of the elastomeric flashing, complete in place, shall be included in the unit contract price bid for "CAST-IN-PLACE CONCRETE (5000 PSI)".

### **RUBBER JOINT COMPOUNDS** (SPECIAL)

Expansion joints shall be sealed with a two component elastomeric polymer type cold-applied synthetic joint sealer, manufactured with Thiokol polysulfide liquid polymers. The material shall be grey polysulfide rubber base caulking compound conforming to Specification ANSI A-116.1. Pouring type compound shall be used for horizontal joints and non-sag type for other joints. The mixing and application of the joint sealing compound shall be performed with the equipment recommended and in strict accordance with the manufacturer's instructions. The entire cost of rubber joint compounds shall be included in the unit contract price bid for "CAST-IN-PLACE CONCRETE (5000 PSI)".

### **STRUCTURE DRAINAGE SYSTEM**

(SPECIAL)

#### Materials

Ductile iron pipe (D.I.P) collector system shall be as detailed and specified on the Plans. Perforated pipe drains behind the abutments shall be corrugated steel pipe as detailed on the Plans. French drain material behind abutments shall be No. 467M crushed stone or gravel conforming to Table 1005-1, Aggregate Gradation of the Standard Specifications.

#### Installation

Deck drains shall be located as shown on the Plans. The D.I.P. collector system shall be installed as detailed and specified on the Plans.

Perforated pipe drains behind the abutments shall be laid with perforations turned down and bedded on a layer of compacted impervious clay. The perforations shall be kept open and free from the clay bedding course, asphalt coating, or other material. The French drain material shall be placed concurrently with the backfill and shall be kept separate with a thin timber slide or burlap bag. Perforated pipe behind abutments and outfall pipes shall be laid on a grade of at least one percent (1%) and shall be located as shown on the Plans.

Grades of pipe drains shall be set by the Engineer. Copies of shop drawings showing details of the drainage system shall be submitted by the Contractor to the Engineer for approval. The drainage system must be approved prior to fabrication.

#### Basis of Payment

Payment for the Structure Drainage System will be made at the contract lump sum price bid for "STRUCTURE DRAINAGE SYSTEM AT STA. \_\_\_\_\_". Such lump sum price shall be full compensation for furnishing all materials and labor to install the drainage system complete, including ductile iron pipe, deck drains, fittings, excavation, perforated pipe drains, French drain material, other backfill and outfall pipes.

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### **BACKFILLING AROUND STRUCTURES**

**(SPECIAL)**

Backfill material behind abutments (except No. 467M crushed stone or gravel for French drains over perforated drain pipes) shall be Type A Aggregate Base Course (ABC) in accordance with the Standard Specifications. Placing and compacting shall be as provided for in Section 410-8 of the Standard Specifications.

Backfill around structures, except as specified above, shall be suitable material available from the excavations. In the event material excavated is not approved for use as backfill by the Engineer, the Contractor will be required to furnish and haul to the structure site the necessary suitable backfill material. Placing and compacting shall be as provided in Section 410-8 of the Standard Specifications.

Disposal of surplus excavated material shall be as specified in Section 410-1 of the Standard Specifications.

Payment for furnishing ABC backfill material and any suitable material to replace excavated material and for placing and compacting all backfill material shall be included in the contract unit price for the several other pay items.

### **SELF-LUBRICATING EXPANSION BEARING ASSEMBLIES**

**(SPECIAL)**

#### **Description**

The self-lubricating expansion bearing assemblies each consist of an oilless self-lubricating copper alloy plate, a sole plate, a sliding plate with keeper bars, a masonry plate, any necessary fill plates, a bearing pad, an anchor bolt assembly which includes anchor bolts, nuts, and washers, pipe sleeves, a closure plate, grout, various sizes of standard pipe, and any other necessary material as detailed on the Plans. These bearing assemblies are located at the expansion ends of applicable spans as shown on the Plans.

#### **Requirements**

Use self-lubricating copper alloy bearing plates that are an approved article of standard production by an established manufacturer of such equipment installed in accordance with the manufacturer's recommendations and conforming to the following requirements:

- Copper alloy conforming to AASHTO M107 Alloy 911 or AASHTO M108 Alloy 510.
- Lubricant of the solid type and consisting of graphite, metallic substances having lubricating properties and a lubricating binder. Do not use materials without lubricating qualities or that promote chemical or electrolytic reactions. Use lubricant that is integrally molded and compressed into the lubrication recesses to form a dense, non-plastic lubricant.
- Recesses arranged in a geometric pattern so that successive rows overlap in the direction of motion and the distance between extremities of recesses is closer in the direction of motion than

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that perpendicular to motion. Lubricate the entire bearing area of all surfaces that have provision for motion by means of these lubricant filled recesses. Provide a total area of these recesses between 25% and 35% of the total bearing area of the plate.

- Furnish bearing plates in sizes specified on the drawings. Machine finish the bearing surfaces and make sure that the surface roughness does not exceed 125 micro inches (3.18 microns) when measured in accordance with ASA Standard B46.1-1955. Also finish the bearing surfaces of the opposing steel plates as above. Align the tool marks in the direction of motion. Finish the bearing surfaces so that all machine surfaces are flat within 0.0005 inch per inch of length and width.
- For mating curved surfaces of steel and copper alloy, the maximum positive tolerance for the concave surface is 0.010 inch and the maximum negative tolerance for the convex surface is 0.010 inch.
- The coefficient of friction between the copper alloy self-lubricating plates and the steel plates in contact with them does not exceed 0.10 when subjected to the designed unit loading and at twice the designed unit loading.

#### Basis of Payment

Payment for the bearing assemblies will be at the contract lump sum price bid for "SELF-LUBRICATING EXPANSION BEARING ASSEMBLIES". Such lump sum price will be full compensation for all materials, tools, equipment, labor and incidentals necessary to furnish and install the self-lubricating bearing assemblies.

Payment for the Fixed Bearing Assemblies as shown on the Plans will be included in the lump sum price bid for "APPROX. \_\_\_\_\_ LBS. STRUCTURAL STEEL".

#### CONCRETE PARAPET

(SPECIAL)

Concrete parapet shall be as shown on the plans and shall comply with Section 460 of the Standard Specifications. Concrete parapet shall have a form-lined finish as shown in the plans. For Architectural Treatment requirements of concrete parapet, see "Architectural Treatment – Union Chapel Road" special provision.

The quantity of concrete parapet to be paid for will be measured and paid as the number of linear feet of concrete parapet provided in the plans. Full compensation for the work shall include, but is not limited to, falsework and formwork, form-lined finish, concrete, reinforcing steel, admixtures, all other materials and placing, finishing and curing the concrete. The quantity of concrete parapet as measured above will be paid for at the contract unit price per linear foot for "CONCRETE PARAPET".

**ST-46****Project P-4900A****Robeson County****CONCRETE BALLAST CURB****(SPECIAL)**

Concrete ballast curb shall be as shown on the plans and shall comply with Section 460 of the Standard Specifications and this special provision. The quantity of concrete ballast curb to be paid for will be measured and paid as the number of linear feet of concrete ballast curb provided in the plans. Full compensation for the work shall include, but is not limited to, falsework and formwork, concrete, reinforcing steel, admixtures, all other materials and placing, finishing and curing the concrete. The quantity of concrete ballast curb as measured above will be paid for at the contract unit price per linear foot for "CONCRETE BALLAST CURB".

**STEEL HANDRAIL****(SPECIAL)**

The Steel Handrail shall be as shown on the Plans. The quantity of handrail to be paid for will be the actual number of linear feet of handrail measured continuously along the top bar of the rail from end to end which has been completed and accepted. Full compensation for the work shall include, but is not limited to, furnishing posts, rails, fittings and all other materials and fabricating and erecting the steel handrail. The quantity of steel handrail as measured above will be paid for at the contract unit price per linear foot for "STEEL HANDRAIL".

**4'-0" x 4'-6" PRESTRESSED CONCRETE BOX GIRDER****(SPECIAL)****Description**

4'-0" x 4'-6" Prestressed Concrete Box Beams shall be in accordance with the plans, this special provision and Section 430 of the standard specifications.

**Measurement and Payment**

4'-0" x 4'-6" Prestressed Concrete Box Beams will be measured and paid for as the number of linear feet of Prestressed Concrete Box Beams estimated on the plans as being necessary to complete the project. The quantity of 4'-0" x 4'-6" Prestressed Concrete Box Beams will be paid for at the contract unit price per linear foot for "4'-0" x 4'-6" PRESTRESSED CONCRETE BOX BEAMS".

**APPLICATION OF BRIDGE COATING****(8-9-13)****GENERAL**

This work consists of preparing and cleaning concrete and galvanized surfaces as well as furnishing and applying a colored base coating with a compatible anti-graffiti finish coating to the surfaces described herein. The base coating and anti-graffiti coating shall be applied to all surfaces indicated on the plans or as directed by the Engineer and shall be applied only after the surface preparation specified herein has been completed, inspected and approved by the Engineer.

Alternate coating methods may be submitted for review and approval.

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### **MATERIALS**

The base coating shall be compatible with the anti-graffiti finish coating and must be designed specifically for coating galvanized surfaces or damp, uncured concrete. The coating material shall be delivered to the job site in sealed containers bearing the manufacturer's original labels. The brand, color, and type shall be clearly marked on each container. A copy of the manufacturer's Materials Safety Data Sheet and a copy of the manufacturer's printed instructions shall be presented to the Engineer at the time of delivery.

The coating material shall be stored in airtight, upright containers. The containers shall be stored in a dry location where the temperature remains above 40° F and less than 100° F.

The coating material shall have a shelf life of not less than 12 months. After application, the base coating shall be dry to the touch within 48 hours and shall achieve a final cure within 2 to 3 weeks under ideal conditions. After application, the anti-graffiti coating shall be dry to the touch within 1 hour and shall achieve a final cure within 3 hours.

The base color and accent color of the base coating shall be in accordance with the Federal Standard 595. Coating color palette for the base and accent color shall be a matte color finish and shall be submitted to the engineer for final color selection. Areas of application shall be as follows:

#### Superstructure

Base color approved by the Engineer shall be applied to the tops, interior and exterior faces of the concrete parapet, exterior vertical edges of deck, bottoms of overhang, outside face and bottom of exterior girders.

Accent color approved by the Engineer shall be applied to the recessed area and beveled edge of the exterior face of the concrete parapet.

#### Substructure

Color approved by the Engineer shall be applied to all exposed substructure elements, excluding top surfaces of bent and end bent caps and concrete slope protection.

The color of the anti-graffiti coating shall be clear after full cure.

Provide one gallon of graffiti remover, thinners, dryers and all necessary components recommended by the manufacturer to the North Carolina Department of Transportation Materials and Tests Unit, Chemical Testing Engineer.

### **MATERIAL TESTING AND CERTIFICATION**

Before coating material is applied, a Type 2 certification shall be supplied attesting that the product furnished is in accordance with the same formula as that previously subjected to the tests specified below and approved. Copies of the current tests reports shall be attached to the certification. Reports for tests made more than 4 years prior to shipment to the project site will not be accepted.



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All testing shall be performed by a qualified commercial testing laboratory that has been approved by the North Carolina Department of Transportation Materials and Tests Unit.

The applied coating shall be subjected to and shall satisfy the requirements of the tests listed below, prior to use on the structure.

#### Freeze-Thaw

1. Three concrete specimens, not less than 4 inches by 6 inches by 6 inches, of the mix design for the structure shall be cast and cured. Fourteen days moist curing with a drying period at room temperature, 60° F to 80° F, for 24 hours will be required before applying the coating material to the specimens. Caution shall be taken that there be no excessive oil on specimen forms. The coating shall be applied to the sides of specimens at a spreading rate of  $50 \pm 10$  square feet per gallon. Brush application will be permitted. Cementitious coatings shall be cured at room temperature and 30 percent relative humidity for 24 hours, at room temperature and 90 percent relative humidity for 48 hours, at room temperature and 50 percent relative humidity for 4 days for a total curing time of 7 days.
2. The specimens shall be immersed in water at room temperature for 3 hours, then removed.
3. The specimens shall be placed in cold storage at -15°F for 1 hour and then removed.
4. The specimens shall be thawed at room temperature for one hour.
5. Steps 3 and 4 shall be repeated for a total of 250 cycles. At the end of 250 cycles, the specimens shall show no visible defects.

#### Accelerated Weathering

Coating shall be subjected to a 7,500 hour exposure test in a Twin-Carbon-Arc-Weatherometer, ASTM G 23, Type D, at an opening temperature of 145° F. The test shall be made at 20-minute cycles consisting of 17 minutes of light and 3 minutes of water spray plus light. At the end of the exposure test, the exposed samples shall show no chipping, flaking, or peeling. The panels for this test shall be prepared by applying the coating at a spreading rate of  $50 \pm 10$  square feet per gallon to both sides and edges of panels cut from asbestos cement shingles in accordance with Federal Specification SS-S-346, Type I. Curing time shall be in accordance with Freeze-Thaw Test curing time.

#### Fungus Growth Resistance

Coating shall pass a fungus resistance test in accordance with Federal Specification TT-P-29g. Fungus growth shall not be indicated after a minimum incubation period of 21 days.

#### Abrasion Resistance

Coating shall pass the 2,000 litre sand abrasion test in accordance with Method 6191 Abrasion Resistance-Falling Sand, Federal Test Method Standard 141a, ASTM D968-81.

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The specimens for this test shall be prepared by applying the coating to a cleaned steel panel at a spreading rate of  $50 \pm 10$  square feet per gallon. The specimens shall be cured at room temperature for 21 days.

#### Impact Resistance

Coating shall be applied to a concrete panel prepared according to Federal Test Method Standard 141a, Method 2051, at a spreading rate of  $50 \pm 10$  square feet per gallon, and allowed to cure for 21 days at room temperature. The test shall then be run using the Gardner Mandrel Impact Tester in accordance with ASTM D 2794 using a one-half inch indenter with an impact load of 6 inch-pounds. The coating shall show no chipping under this impact load.

#### Salt-Spray Resistance

A concrete specimen shall be coated at the rate of  $50 \pm 10$  square feet per gallon and cured for 21 days at room temperature. The coated specimen shall be exposed to a 5 percent salt solution in accordance with ASTM B 117 for 2,500 hours where the atmospheric temperature is maintained at  $90^\circ \pm 2^\circ \text{F}$ . At the end of 2,500 hours of exposure, the coating shall show no ill effects, loss of adhesion, or deterioration.

#### Flexibility

A sheet metal specimen shall be coated at a rate of  $50 \pm 10$  square feet per gallon and allowed to cure for 48 hours at room temperature. The coated specimen shall be bent 180 degrees over a one inch round mandrel. After bending, the coating shall show no breaking.

In addition to the certification and test reports required above, a service record shall be supplied showing that the coating material has a satisfactory service record on concrete and, when applicable, galvanized surfaces for a period of not less than 5 years prior to the date of submission of the service record. The coating shall also have shown satisfactory service characteristics without peeling, chipping, flaking, and non-uniform change in texture or color. The structure for the specific product shall be named in the service record.

In addition to the above requirements, each batch delivered to the project shall be sampled and tested for color and the following product analysis data submitted:

- (a) Weight per gallon
- (b) Viscosity in Kreb units
- (c) Weight percent pigment
- (d) Weight percent vehicle solids
- (e) Infrared spectra of vehicle solution
- (f) Drying time

### **SURFACE PREPARATION**

Prepare concrete surfaces and galvanized surfaces in accordance with Section 420-17(B) and Section 442-12 of the Standard Specifications, respectively, or the manufacturer's

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recommendations, whichever is more restrictive. All surfaces to be coated shall be free of efflorescence, flaking coatings, dirt, oil, curing compounds, release agents and other deleterious substances prior to the application of the coating.

Concrete curing compounds and release agents must be removed. Water blasting will be allowed; however, the blasting operation must not remove or damage the concrete.

Prior to application of the coating, all concrete surfaces to be coated shall be sprayed with water. If the water soaks into the concrete surfaces, the coating may be applied once all surfaces dry. If the water beads up and is repelled, the surfaces require further cleaning before application of the coating.

### APPLICATION

The coating application, including equipment used, shall be in accordance with the manufacturer's recommendations. The coating shall be applied by qualified personnel with previous experience similar to the work outlined in the contract plans.

The material shall be thoroughly mixed in its original container and shall not be thinned. Containers with coatings that have formed skins shall not be permitted for use.

The base coating may be applied over damp, but not wet concrete surfaces and shall be applied at a rate of  $50 \pm 10$  square feet per gallon. The application rate shall produce a uniform color texture. The base coating shall be applied only when the ambient temperature is between 40° F and rising, and 100° F. It shall not be applied over frozen surfaces or if rain is imminent. If a freshly applied surface is damaged by rain, re-coating may be necessary based on the Engineers assessment of the damage.

Schedule the application of the base coating as one of the final finishing operations or when construction-generated dust will be minimal. To prevent lap marks, a wet edge shall be maintained at all times. Stopping and starting in mid-sections will not be allowed. Start or end at natural breaks in the surface, i.e. at a panel edges, corners or joints. When applying the base coating with a roller, the material shall be applied in vertical strokes initially, cross rolled for even film and appearance, and then finished with vertical strikes.

Apply the anti-graffiti coating by brush, roller or airless spray when the ambient temperature is between 45° F and 90° F, and the surface temperature is between 50° F and 100° F. Ensure the surface is clean and dry before applying the anti-graffiti coating.

### FINISHED PRODUCT

All coating material in the finished state shall be capable of accommodating the thermal and elastic expansion ranges of the concrete or, when applicable, galvanized surfaces without cracking.

The texture of the completed finish coat shall be similar to that of rubbed concrete. The completed finished coating shall be tightly bonded to the structure and present a uniform appearance and

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texture. Additional coats may be required by the Engineer in order to produce the desired surface texture and uniformity.

Coatings shall be entirely removed from the structure and reapplied if there is failure to positively adhere as evident by chipping, flaking, peeling, or the desired surface appearance is not achieved.

The average thickness of the completed finish coating shall not exceed 1/8 of an inch. The minimum dry film thickness of the anti-graffiti coating shall be 2.0 mils.

### BASIS OF PAYMENT

The bridge coating will be paid for at the contract lump sum price bid for "Application of Bridge Coating." Price and payment shall be full compensation for surface preparation, furnishing and applying the materials, labor, equipment and any incidentals necessary to complete this work.

### ARCHITECTURAL TREATMENT – UNION CHAPEL ROAD

(SPECIAL)

#### 1.0 DESCRIPTION

This work shall consist of providing architectural finishes on concrete and steel elements of the new underpass structure at Union Chapel Road. Elements requiring architectural finishes are as indicated on the plans and this special provision. Concrete finishes may consist of form-lined finishes, application of a colored based coating or both, depending on the element in question. Steel elements shall be painted in accordance with the requirements noted herein.

#### 2.0 CONCRETE FINISH

Formwork for cast-in-place concrete surfaces shall be in accordance with Section 420 of the standard specifications unless noted otherwise.

##### Concrete Parapet Form-Lined Finish

Concrete parapet shall have a patterned finish as indicated in the contract plans. Provide form liners capable of producing the patterned finish as shown on the contract plans. Use form liners that provide a clean release from the concrete surface without pulling or breaking the concrete. Contractor shall submit complete shop drawings to the Engineer for review and approval prior to performing the work. Shop drawing submittal shall consist of the following information, as a minimum:

1. Manufacturer name, contact and product information
2. Manufacturer's form liner specifications (project specific)
3. Details of size and shape of form liners and how they will interface with formwork
4. Two (2) 12" x 12" form liner samples

Visual defects in the form-lined finish, as identified by the engineer, shall be repaired and corrected by the contractor prior to acceptance of the work. Contractor shall submit repair procedure to the engineer for review and approval prior to commencing any repairs.

#### 3.0 ARCHITECTURAL COLORS

##### Cast-in-place Concrete

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Cast-in-place concrete surfaces shall have a colored base coat and compatible anti-graffiti coating as noted in the plans and in accordance with “Application of Bridge Coating” special provision.

#### Structural Steel

Contractor shall submit a color palette for the Top Coat color of all structural steel that is to be painted to the engineer for color selection and approval. Contractor shall submit the color palette with the structural steel shop drawings. All other requirements related to painting shall be per the special provision “Painting Steel Structures”.

#### **4.0 SAMPLE PANELS**

Contractor shall provide one (1) full size sample panel for Panel A as shown in the contract plans for inspection and acceptance by the engineer. Sample panels shall have a minimum 3-inch thickness and shall demonstrate uniform color and texture free from visual defects when viewed by the unaided eye at a distance of 30 feet during dry daylight hours.

Accepted sample panel shall be considered the standard for the acceptance of the proposed form-lined panels, colored base coating and anti-graffiti coating. Sample panel shall be maintained and protected on site through the completion and acceptance of the proposed form-lined panels, colored base coating and anti-graffiti coating. Panels shall be located at the direction of the engineer for visual inspection of the various components of the work.

#### **5.0 PAYMENT**

Payment for all work under this special provision shall be included in the contract price for other pay items.

#### **MASS CONCRETE**

**(SPECIAL)**

This special provision applies to substructure components (footings, columns or caps) when the smallest dimension of that component is between six feet and eight feet.

The mass concrete temperature after placement shall not exceed 158°F and the temperature difference between the core and exterior surfaces shall not exceed 35°F. Mass concrete should remain covered and monitored until the difference between the core temperature and the average daily ambient temperature is below 35°F. All mass concrete pours shall remain covered and protected a minimum of 7 days unless otherwise directed by the Engineer.

Submit an analysis, for review and approval, of the anticipated thermal developments in the mass concrete based on the proposed mix design, materials and casting procedures. At a minimum the analysis shall provide: an anticipated range of peak temperatures, temperature gradients, time to peak temperature and recommended cure time. The submittal shall also describe the measures and procedures that will be taken to limit the temperature differential to 35°F or less between the core and exterior surfaces.

Methods for reducing thermal differential may involve but are not limited to a combination of the following:

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- A. Selecting materials that minimize the heat generated by hydration of the cement.
- B. Cooling materials to reduce the temperature of the concrete in its plastic state.
- C. Controlling the rate of concrete placement.
- D. Insulating the concrete surface to prevent heat loss.
- E. Providing supplemental heat at the concrete surface to prevent heat loss.
- F. Other acceptable methods which may be developed by the Contractor.

The temperature of mass concrete at the time of placement shall not be less than 40°F nor more than 75°F.

Mass concrete shall contain an approved set-retarding, water-reducing admixture. Concrete shall meet the requirements set forth in "Cast-In-Place Concrete" special provision unless noted otherwise herein. The Contractor shall test and submit results for the compressive strength of his proposed mix design for review and approval. The strength must be taken as the average of at least three cylinders made in the laboratory and meet the minimum 28 day strength requirements noted in the contract plans.

The Contractor shall provide and install a minimum of six temperature sensing devices in each mass concrete pour to monitor temperature differentials between the core and exterior surfaces. These devices shall have an accuracy of  $\pm 2^\circ\text{F}$  within the temperature range of 40°F to 180°F. One temperature sensing probe shall be placed near the core of the pour, and the remaining temperature sensing probes shall be placed at approximately two inches clear from the surface of the concrete furthest from the core. The Engineer shall approve the locations of the temperature sensing probes.

Readings from the temperature sensing devices shall be recorded at one-hour intervals, from the time casting is complete until the maximum temperature is established. After the maximum temperature is established, record readings from temperature sensing devices at two-hour intervals until consecutive readings indicate the temperature difference between the core and all exterior surfaces is less than 35°F. At the option of the Contractor, the temperature may be recorded by an approved strip-chart recorder furnished by the Contractor.

If monitoring indicates the 35°F differential has been exceeded, the Contractor shall take immediate action to reduce the temperature differential to less than 35°F and revise the thermal plan to ensure future mass concrete pours meet the temperature limits. All revisions to the approved plan must be approved by the Engineer prior to implementation.

At the discretion of the Engineer, all temperature monitoring requirements may be waived provided the Contractor has proven to the satisfaction of the Engineer that the temperature after placement will not exceed 158°F and the temperature difference between the core and all exterior surfaces will not exceed 35°F.

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Placement of mass concrete shall be continuous resulting in a footing, column or cap that is monolithic and homogeneous.

The entire cost of this work shall be included in the unit contract price bid for the class of concrete associated with the mass concrete.

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**RAILROAD SPECIAL PROVISIONS FOR RAILROAD ROADBED**

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*Corey P. Vernier*

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**RAILROAD ROADBED**

The Standard Specifications for Roads and Structures, January 2012 of the North Carolina Department of Transportation, hereinafter referred to as the Standard Specifications, shall apply to the articles of the Project Special Provisions. The latest edition of the CSXT Standard Specifications is applicable for items not covered in these Special Provisions or the NCDOT 2012 Standard Specifications.

**CLEARING AND GRUBBING - METHOD III**

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

The work shall be performed in accordance with Section 200, “Clearing and Grubbing”, of the Standard Specifications, except as follows.

Where excavation is required, the site shall be grubbed to a depth equal to a minimum of two (2) feet below the proposed subgrade or slope surfaces except at locations where the depth of excavation precludes the execution of this item.

The site shall be grubbed where fill is required.

All low-hanging and/or unsound branches on trees or shrubs shall be removed. All branches overhanging the railroad roadbed are to be trimmed so as to provide a twenty-three (23) foot vertical clearance above the top of rail at all distances within twenty-five (25) feet from the centerline of proposed track.

Additional clearing and trimming required to provide adequate railroad signal preview distances shall be coordinated with CSXT.

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**BURNING RESTRICTIONS**

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

**WELDED STEEL PIPE (JACK AND BORE)****Description**

This work shall consist of furnishing and installing welded steel pipe by trenchless methods as shown in the contract, plans and as directed.

**Materials**

Refer to Division 10:

<b>Item</b>	<b>Section</b>
Welded Steel Pipe	1032-5

Smooth steel pipe used for boring and jacking shall be in accordance with ASTM Designation: A 139, Grade B, with minimum yield strength of 35,000 psi.

Use suppliers of metal pipe culverts, fittings and all other accessories covered by this section that meet the Department's Brand Certification program requirements for metal pipe culverts and are listed on the Materials and Tests Unit's pre-approved list for suppliers of metal pipe culvert. The pre-approved list is available on the Department's website

**Pipe Installation**

Replace section 330-3 of the 2012 Standard Specifications with the following:

**General**

- A. Full penetration welds meeting the requirements of AWS D1.1 shall be used to join sections of smooth steel pipe.
- B. Pipe damaged in jacking or boring operations shall be repaired in place to the satisfaction of the engineer. Pipe damage beyond repair shall be left in place, filled with grout, and a new pipe will be installed. Repair or replacement of damaged pipe shall be done at the contractor's expense.
- C. Excessive voids shall not be permitted in the jacking process. If the installation process results in significant voids, grout plugs shall be installed in pipe and all voids between the outside of the pipe and inside surface of the excavation shall be filled by pressure grout as soon as possible after the completion of the installation. The grout mix shall be approved by the engineer.

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- D. If the grade of the pipe at the jacking or boring end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking or boring operation and for placing end joints of the pipe. The pits shall be a minimum of 30 feet from centerline of the track. Excavations greater than five (5) feet in depth shall be protected in accordance with OSHA Trench Safety Guidelines.
- E. Where pipe is required to be installed under railroad embankments, highways, streets, or other facilities by jacking or boring methods, installation shall be made in such a manner that it will not interfere with the operation of the railroad, street, highway, or other facility, and shall not weaken or damage any embankment or structure.
- F. The pits or trenches excavated to facilitate jacking or boring operations shall be backfilled immediately after the installation of the pipe has been completed.

#### Jacking

- A. Heavy duty jacks suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be applied to all jacks used. A suitable jacking head and suitable bracing between the jacks and the jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. Joint cushioning material of plywood or other material may be used. Plywood cushioning material shall be  $\frac{3}{4}$ -inch minimum thickness. Cushioning rings may be made up of single or multiple pieces. A suitable jacking frame or backstop shall be provided. The pipe to be jacked shall be set on guides, properly braced together, to support the section of the pipe and to direct the pipe in the proper line and grade. The whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe. In general, the embankment material shall be excavated just ahead of the pipe, the material removed through the pipe, and the pipe forced through the embankment with jacks, into the space thus provided.
- B. The excavation for the underside of the pipe, for at least one-third of the circumference of the pipe, shall conform to the contour and grade of the pipe. Over-excavation to provide not more than 2 inches of clearance may be provided for the upper half of the pipe. This clearance shall be tapered to zero at the point where the excavation conforms to the contour of the pipe. Over-excavation in excess of 1 inch shall be pressure grouted the entire length of the installation.
- C. The distance that the excavation shall extend beyond the end of the pipe depends on the character of the material, but shall not exceed 1 foot. This distance shall be decreased when directed by the engineer.
- D. Preferably, the pipe shall be jacked from the low or downstream end. The final position of the pipe shall not vary from the line and grade shown on the plans, or established by the engineer, by more than  $\frac{1}{8}$  inch per 1 foot. The variation shall be regular and in one direction and the final flow line shall be in the direction shown on the plans.
- E. The contractor may use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe with inside angles or lugs to keep the cutting edge from slipping back in to the pipe.
- F. Work shall be done continuously to minimize the tendency of the material to "freeze" around the pipe.

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**Boring**

- A. The boring shall proceed from a pit provided for the boring equipment and workmen. The location of the pit shall be approved by the engineer. The boring shall be done mechanically either using a pilot hole or by the auger method.
- B. When the pilot hole method is used, an approximate 2 inch pilot hole shall be bored the entire length of the crossing and shall be check for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored.
- C. When the auger method is used, a smooth steel pipe of the appropriate diameter equipped with a cutter head to mechanically perform the excavation shall be used. Augers shall be of sufficient diameter to convey the excavated material to the work pit.
- D. Excavated material shall be disposed of by the CONTRACTOR, as approved by the ENGINEER. The use of water or other fluids in connection with the boring operation will be permitted only to the extent necessary to lubricate cuttings. Jetting will not be permitted.
- E. In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10 percent of high grade carefully processed bentonite may be used to consolidate cutting of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and immediate installation of the pipe.
- F. Allowable variation from the line and grade shall be as specified in Paragraph D of Jacking. Overcutting in excess of 1 inch shall be remedied by pressure grouting the entire length of the installation.

All work shall be done with a EIC/flagman on site and the work shall be performed during allowable work periods. Work shall stop when a train is passing. The Contractor shall have no claim against the Railroad or the Department for any delays caused by CSX's train operations.

The boring operation shall be progressed without stoppage (except for adding lengths of pipe) during daylight hours until the leading edge of the pipe has reached the receiving pit. The contractor shall plan his work to complete the boring between the influence lines of the track structure without stoppage. For the purpose of this provision, the influence line shall be defined as a 1:1 slope extending away from the track, from the bottom edge of tie. The contractor shall shore the leading end of the pipe when stopping work and shall continue the boring operation the morning of the next day. The installation shall be carried on without interruption, insofar as practicable, to prevent the pipe from becoming firmly set in the embankment.

**Measurement and Payment**

     " *Welded Steel Pipe*,      " *Thick, Grade B in Soil* will be measured and paid as the actual number of linear feet of pipe measured along the flow line to the nearest foot, which has been installed in soil.

     " *Welded Steel Pipe*,      " *Thick, Grade B Not in Soil* will be measured and paid as the actual number of linear feet of pipe measured along the flow line to the nearest foot which has been installed in non-soil, as observed and confirmed by the Engineer. Non-soil is defined as all

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material other than soil. The Contractor shall request and obtain the Engineer's observation and confirmation of the limits of the installation not in soil before and during the installation of the pipe or portion of the pipe not in soil.

Failure of the Contractor to request and obtain the Engineer's observation and confirmation of the limits of the pipe not in soil before and during the installation will result in the payment at the unit price for \_\_\_ " *Welded Steel Pipe*, \_\_\_ " *Thick, Grade B in Soil*.

Such payment will include, but is not limited to, furnishing all labor, tools, equipment, materials and incidentals, miscellaneous grading or excavation necessary to complete the work. Installations that become damaged or are abandoned will be replaced at no cost to the Department.

Payment will be made under:

**Pay Item**

\_\_\_ " Welded Steel Pipe, \_\_\_ " Thick, Grade B in Soil  
\_\_\_ " Welded Steel Pipe, \_\_\_ " Thick, Grade B Not in Soil

**Pay Unit**

Linear Foot  
Linear Foot

**OWNERSHIP OF MATERIALS**

All salvaged material originally furnished by the Department's Contractor shall remain the property of the Contractor, and he shall give consideration to this when making his bid. All salvaged track materials owned by the Department's Contractor shall be disposed of by the Contractor, and the construction area shall be left in a neat and orderly condition.

All salvaged track material either existing or furnished by CSXT is and shall remain the property of the CSXT except as noted in the track to be removed section of the special provisions.

**REINFORCED CONCRETE PIPE, CLASS V**

**Description**

This work shall consist of furnishing and installing class V reinforced concrete pipe in accordance with Section 300 of the NCDOT 2012 *Standard Specifications* as shown in the contract, plans and as directed.

**Materials**

Reinforced concrete pipe shall be bell and spigot pipe with "O" ring gasket, or tongue and groove with flexible plastic gaskets (RAM-NEK or approved equal) meeting the current ASTM designation: C-76, class V, wall C, unless designated otherwise on the plans.

**Measurement and Payment**

\_\_\_ " *RC Pipe Culverts, Class V (Under RR)* will be measured and paid as the actual number of linear feet of pipe measured along the flow line to the nearest foot, which has been installed and accepted.

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Such payment will include, but is not limited to, furnishing all labor, tools, equipment, materials and incidentals, miscellaneous grading or excavation necessary to complete the work.

Payment will be made under:

**Pay Item**

\_\_\_ " RC Pipe Culverts, Class V (Under RR)

**Pay Unit**

Linear Foot

**PIPE BEDDING AND BACKFILL MATERIAL****Description**

This work shall consist of furnishing and installing pipe bedding and backfill material in accordance with Section 300 of the NCDOT 2012 *Standard Specifications* as shown in the contract, plans and as directed.

**Materials**

Bedding material shall be granular backfill identical to ABC (sub-ballast) or a well graded crushed stone or gravel. If crushed stone or gravel is to be used, it shall conform to ASTM designation C-33, Gradation 67.

**Measurement and Payment**

No measurement will be made for select bedding and backfill material required in the contract documents. The select bedding and backfill material will be included in the cost of the installed pipe.

**ENDWALLS**

The work shall be performed in accordance with Section 838, "Endwalls", of the *Standard Specifications*, except that the contractor shall not use Class B concrete or masonry to construct endwalls located on the railroad right-of-way. All endwalls located on the railroad right-of-way, cast-in-place or precast, shall be constructed of Class AA concrete.

**PROOF ROLLING**

The Contractor shall prepare the subgrade by proof rolling to ascertain the uniformity of compaction beneath the subgrade surface, to locate deficiencies requiring correction, and to establish that corrective work has been effective, all immediately prior to final trimming of the subgrade surface and to the placement of sub ballast.

Proof rolling of subgrade surface will not be required where the subgrade surface is rock cut; where, in the opinion of the Engineer, proof rolling would be detrimental to the work; where the proof roller will approach a culvert, pipe or other conduit closer than five feet in any direction; or where the proof roller may damage adjacent work due to restrictions in available access and for maneuvering space.

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The proof roller shall consist of a chariot-type rigid steel frame with a box body suitable for ballast loading up to fifty ton (50) gross weight, and mounted on four (4) pneumatic-tired wheels acting in a single line across the width of the roller on its transverse load center line. The wheels shall be equipped with 18.00 x 24, or 18.00 x 25, 24-ply tires, and shall be suspended on articulated axles such that all wheels carry approximately equal loads when operating over uneven surfaces. The tires shall be capable of operating at inflation pressures ranging from 90 to 150 pounds per square inch. From 90 to 95 percent of the volume of the tires shall be filled with liquid. The Contractor shall furnish the Engineer with charts of tabulations showing the contact areas and contact pressures for the full range of loading for the particular tires furnished.

Ballast to obtain the weight directed by the Engineer shall consist of ingots of known unit weight, or sand bags with a unit weight of 100 pounds or bags of other material of known unit weight, or other suitable material such that the total weight of the ballast used can be readily determined at all times. There shall be a sufficient amount of ballast available to load the equipment to a maximum gross weight of 50 tons.

Within the ranges set forth herein before, the load and tire inflation pressure shall be adjusted as required. It is the intent of these Specifications to use a contact pressure as nearly practical to the maximum supporting value of the subgrade. The subgrade shall then be rolled with one or more coverages of the heavy pneumatic-tired roller, as directed by the Engineer. One coverage shall be considered to represent two trips of the roller, each trip offset from the other by the width of one tire, to obtain complete area coverage. The equipment shall be operated at the speed directed by the Engineer but in no case shall the speed exceed five miles per hour, and the normal operating speed shall not be less than 2-1/2 miles per hour.

When the railroad embankment thickness provides less than three feet of cover over the embankment foundation, the initial stress level shall be based upon the embankment foundation soil and will be set as directed by the Engineer.

Where the operation of the heavy pneumatic-tired roller shows the subgrade to be unstable or to have non-uniform stability, the Contractor shall correct the unstable areas in accordance with the provisions specified herein.

### **Measurement and Payment**

*Proof Rolling* will be measured and paid by the actual number of hours of roller operation in accordance with Article 260-4 of the *NCDOT 2012 Standard Specifications*.

#### **Pay Item**

Proof Rolling

#### **Pay Unit**

Hour

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**EMBANKMENT**

This work shall be performed in accordance with Section 235,"EMBANKMENTS", of the Standard Specifications including the following:

Soil shall include all durable inorganic earth materials having a maximum particle size of three inches (as determined by current ASTM Designation D 422); a plasticity index between 0 and 35 (as determined by current ASTM Designation D 422); and that can be readily placed and compacted to the required density in loose 8-inch layers. Organic soils will not be permitted for use in embankment construction.

Fine grained soils which are moisture sensitive may be placed and compacted only during periods of dry weather. Where such soils are used and become wetted, due to natural causes or by fault of CONTRACTOR or by accident, to the extent they exhibit rutting and/or weaving characteristics, when subject to construction traffic, they shall either be removed and replaced with suitable materials or dried as specified herein, as directed by ENGINEER. Any such materials removed may be stockpiled and dried to the required moisture content for later placement and compaction.

All soil which is placed on embankment foundation to a plane three feet below the subgrade plane, and to the Plan slope limits shall be compacted to at least 95% of its maximum density and within 2% of its optimum moisture content as determined by current ASTM Designation D 1557, Modified Proctor. All soil placed from the top of subgrade and to a plane three feet below the subgrade plane, shall have less than 20% passing a #200 sieve (as determined by current ASTM Designation D 1140). **All soil placed from the top of subgrade to a plane three feet below the subgrade plane shall be compacted to at least 100% of its maximum density** or to a relative density of 75% of its maximum, whichever is higher, as determined respectively by current ASTM Designation D 1557 or current ASTM Designation D 2049. The top three feet of all embankments shall be formed of granular material or soil.

The Contractor shall notify the Engineer of when fill layers are ready for compaction testing. Successive layers shall not be placed prior to an acceptable density being obtained on each layer. The moisture content of the soil shall be controlled as necessary to obtain the specified densities based upon the optimum moisture content for each material. Water shall be added to the soil when, in the opinion of the Engineer, additional moisture may be necessary to obtain the specified density. Soil that is too wet shall be allowed to dry or be worked by plowing, discing, harrowing, or other means to dry the material to a workable moisture content.

In the event a specified density is not obtained, the Engineer may order additional rolling, watering, or drying of the soil as necessary to obtain the specified density. Fill layers not meeting a specified density after additional working shall be removed and new material shall be placed and compacted to the specified density at no cost to the Department.



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The Contractor may be restricted from using partial or completed roadbed as construction haul roads. Any embankment or roadbed that is damaged by hauling activities shall be repaired by the Contractor at no cost to the Department.

### **AGGREGATE BASE COURSE (SUB-BALLAST)**

#### **Description**

The Contractor will furnish and place aggregate base course (sub-ballast) as shown in the plans. The aggregate base course shall be placed after the subgrade has been graded, compacted and accepted.

#### **Materials**

Refer to Division 10

#### **Item**

Aggregate Base Course

#### **Section**

1006 and 1010

#### **Construction Methods**

After the subgrade has been finished to proper grade and cross-section, the aggregate base course shall be placed on the subgrade with a mechanical spreader capable of placing the material in a uniform loose depth and without segregation, except for areas inaccessible to a mechanical spreader. The aggregate material may be placed by other methods approved by the Engineer. Aggregate base course shall be placed in loose lifts of 3 inches and compacted to not less than 95% of its dry weight density as determined by the Modified Proctor Density Test ASTM D 1557. If additional moisture is required to obtain adequate density, then CONTRACTOR shall use water along with approved mixing, shaping and compaction equipment. Water shall be added to the material if necessary to obtain the desired density. If the material is too wet to obtain the desired density, the material shall be worked by discing, harrowing or other means to dry the material to a workable moisture content.

The contractor shall not place aggregate base course on a wet, snow covered or icy roadbed.

The thickness of the finished aggregate base course shall have a tolerance of plus or minus 0.05 ft to the design thickness. Thickness of aggregate base course shall be monitored throughout construction. Thickness found to be less than tolerance must be corrected by adding additional aggregate base course material. Thicknesses found to be greater than the tolerance can be removed by the CONTRACTOR or left in place.

#### **Measurement and Payment**

The quantity for *Aggregate Base Course* to be paid for will be the actual number of tons of

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aggregate base course which has been used to construct the track roadbed sections, measured as provided for in Article 520-11 of the Standard Specifications. Such price and payment will be full compensation for all furnishing, weighing, hauling, and placing of aggregate base course and for any other work necessary for the construction of the track roadbed section.

**Pay Item**

Aggregate Base Course (Sub-Ballast)

**Pay Unit**

Ton

**MAINTENANCE OF TRACK ROADBED**

The Contractor shall be responsible for the maintenance of the track roadbed during the construction period. Ditches and temporary pipes shall be provided and maintained as may be necessary to satisfactorily drain the sub-grade. Where previously approved sub-grade is damaged by natural causes, by hauling equipment or other traffic the Contractor shall restore the sub-grade to the required lines, grades and typical sections and to the required density at no additional cost to the Department. There will be no direct payment for maintenance of the track roadbed. All cost associated with maintaining the track roadbed will be incidental to other items of work.

**MATERIAL EXCAVATED ON CSXT RIGHT OF WAY:**

This work shall be performed in accordance with Section 225, "ROADWAY EXCAVATION" of the Standard Specifications. The applicable typical roadbed template will be maintained throughout the railway portion of the project.

Material excavated within the rights of way of existing CSXT tracks shall be used in embankment construction within the railroad right of way. Any of this material that is not used in construction of the project shall be disposed of within the railroad right of way within the project limits. The contractor shall submit, to the Engineer for approval, a plan showing locations and methods of placement for this disposal.

**SURGE STONE****Description**

Surge stone shall be placed, rolled and compacted in lieu of undercut in areas determined by the Engineer.

**Materials**

- A. The aggregate shall be a quarried stone of sound quality either shot and/or crushed.
- B. The aggregate shall meet the following gradation:

<b>SIEVE SIZE</b>	<b>% Passing by Weight</b>
6 in (150mm)	100
2 in (50mm)	25 – 75
No. 10 (2mm)	15 – 35

Project: P-4900A

RR-12

County: Robeson

- C. Ensure the Surge Stone does not contain soil or decomposed rock.
- D. Surge Stone will be accepted after a visual inspection of the material to ensure proper gradation has been achieved.

**Construction Methods**

Surge stone shall be placed, rolled and compacted in lieu of undercut in areas determined by the Engineer. After stripping the topsoil and organic material from the fill section, surge stone shall be placed, rolled, and compacted until adequate stability for embankment construction has been achieved. If the first lift does not provide adequate stability, surge stone shall continue to be added until stability is achieved. In sections where surge stone is used, it shall be placed full-width in the embankment section to provide similar material throughout the cross-section and not create areas where water could become trapped in the embankment.

Surge Stone will be accepted after a visual inspection of the material to ensure proper gradation has been achieved. The material shall be placed by dumping the stone into position over the area to be filled. The material must be spread, rolled, and compacted as directed by the Engineer.

**Measurement and Payment**

*Surge Stone* will be measured and paid in tons of stone incorporated into the project. Measure stone by weighing in trucks on certified platform scales or other certified weighing devices. The contract unit price for *Surge Stone* will be full compensation for furnishing, hauling, handling, placing, compacting and maintaining the aggregate.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Surge Stone	Ton

**DRAIN POND AT STA. 56+00 LT**

Prior to any roadbed grading or ditching at this location, the Contractor shall drain and fill the pond with suitable material. The water shall be pumped from the pond and distributed over the natural ground in such a manner that prevents any concentrated flow from entering adjacent jurisdictional streams and wetlands. After draining, the contractor shall fill the pond with suitable material and grade the area to drain. All cost associated with draining the pond and grading the area to drain will be considered incidental to *Unclassified Excavation*.

# CSX-1

## CSXT SPECIAL PROVISIONS

### I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

### II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

### III. NOTICE OF STARTING WORK

Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten (10) business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

### IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

### V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

### VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.

# CSX-2

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

## VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

## VIII. CONSTRUCTION PROCEDURES

### A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

### B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least thirty (30) days advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
  - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
  - e. Agency and Contractor shall not store explosives on CSXT property.
- 2. CSXT Representative will:
  - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
  - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

# CSX-3

## IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

## X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of thirty (30) days advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to ninety (90) days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

## XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

## XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

## XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

# CSX-4

Subject: Pembroke, Robeson County, North Carolina – Pembroke Connecting Track, Milepost A-240 to SE – 287.70, Wilmington and South End Subdivisions, NCDOT Project No. 41099.1.2.(P-4900)

## **CONSTRUCTION REQUIREMENTS**

When performing work on, over, under or adjacent to CSX Transportation (“CSXT”) right-of-way or operations, the NCDOT selected contractor (“Contractor”) must abide by the current CSXT Special Provisions, CSXT Construction Submission Criteria and the following additional requirements.

1. All construction related correspondence will be directed to AECOM, acting as the Construction Monitoring Representative (“CMR”) on behalf of CSXT, with the following contact and address:

Brian V. Harrison  
Manager – Construction Services  
AECOM  
1700 Market Street, Suite 1600  
Philadelphia, PA 19103  
[Brian.harrison@aecom.com](mailto:Brian.harrison@aecom.com)  
(215) 735-0832

Upon receipt of notification, the CMR will direct the Contractor to the local CSXT construction contact for the project.

2. Prior to construction, NCDOT or its Contractor shall provide two (2) hard copy sets as well as one (1) digital/electronic copy (CD preferred) of the Final Approved-For-Construction Plans for the subject project to this AECOM office at the address listed above. Any subsequent revisions to the Final Approved-For-Construction Plans shall also be provided.
3. Prior to any construction activities on or about CSXT, the Contractor shall have a pre-construction meeting with CSXT’s designated representative and the CMR to discuss potential On-Track Safety issues during project construction activities.
4. The Contractor shall submit, including but not limited to, the following construction procedures and documents. The Contractor shall obtain written acceptance from CSXT or their representative before proceeding with construction.
  - a. Means and Methods – The Contractor shall develop a detailed submission indicating the progression of work with specific times when tasks will be performed during the project. This submission may require a walkthrough at which time CSXT and/or the CMR will be present. Work will not be permitted to commence until the Contractor has provided CSXT with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction. All work in the vicinity of CSXT property that has the potential of affecting CSXT train operations must be submitted and approved by CSXT prior to work being performed. This submission will also include a detailed narrative discussing the coordination of project safety issues between NCDOT, Contractor, CSXT and the CMR. The narrative shall address project level coordination and day to day, specific work operations including crane and equipment operations, erection plans and temporary works.
  - b. Demolition Procedures, Demolition Debris Shields, Erection Procedures, Excavation and Shoring, and Track Monitoring Procedures are required to be submitted to CSXT or the CMR in accordance with the CSXT Construction Submission Criteria. The CSXT Construction Submission Criteria should be referred to and complied with prior to the

# CSX-5

Subject: Pembroke, Robeson County, North Carolina – Pembroke Connecting Track, Milepost A-240 to SE – 287.70, Wilmington and South End Subdivisions, NCDOT Project No. 41099.1.2.(P-4900)

preparation of submissions, as it contains specific requirements that could impact the Contractor's material selection and methods or operations for work near the railroad.

***Revisions to Contractor submissions may not be field approved. Any deviation(s) from a previously accepted plan including equipment substitutions will require a formal resubmission of the procedure for review and acceptance prior to performing any work.*** A Professional Engineer in the State of North Carolina must sign and seal the plans.

- c. Ballast Protection – A ballast protection system is required for the project. The proposed system shall use filter fabric and indicate the anchorage system. The ballast protection is to extend 25' beyond the proposed limit of work and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
  - d. Construction Schedule – Within 30 days of the pre-construction meeting, Contractor shall submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around CSXT right-of-way. As the work progresses, this schedule shall be updated and resubmitted as necessary to reflect changes in work sequence, duration and method, etc.
  - e. Insurance – Submit all necessary insurance information in accordance with the current CSXT Insurance Requirements for approval. The complete original policies should be submitted to:  
  
insurancedocuments@csx.com  
  
with a copy to the CMR. The insurance policies will be required to be in place and approved prior to any work commencing on or that could potentially impact CSXT right-of-way.
  - f. Emergency Action Plan – Submit an emergency action plan indicating the location of the site, contact numbers, access to the site, instructions for emergency response and location of the nearest hospitals. This plan should cover all items required in the event of an emergency at the site including fire suppression. Coordinate the Emergency Action Plan with the safety related discussion of the Means and Methods submission discussed above. The plan should also include a method to provide this information to each project worker for each day on site.
- 5. Up to thirty (30) days will be required to review all construction submissions. Up to an additional thirty (30) days will be required to review any subsequent submissions returned not approved.
  - 6. **CSXT Emergency Number:** The CSXT telephone number for emergencies is 800-232-0144. Reference the CSXT Milepost and DOT # for the project, as shown in the subject project description above, when calling.
  - 7. No stormwater from the project may discharge onto the CSXT right-of-way at any time during construction.
  - 8. The Contractor must ensure that proper erosion control is implemented on and adjacent to CSXT right-of-way during construction. The Contractor must prevent silt and debris accumulation in the railroad roadbed, ditches and other railroad facilities. The Contractor may be required to submit a



# CSX-6

Subject: Pembroke, Robeson County, North Carolina – Pembroke Connecting Track, Milepost A-240 to SE – 287.70, Wilmington and South End Subdivisions, NCDOT Project No. 41099.1.2.(P-4900)

detailed erosion control plan for review and acceptance by CSXT or the CMR prior to performing any work.

9. The Contractor must not use CSXT right-of-way for storage of materials or equipment during construction. The CSXT right-of-way must remain clear for railroad use at all times. Equipment may not be positioned to block the railroad access road, track area or any part of the CSXT right-of-way without prior CSXT approval.
10. The Contractor will be required to abide by the provisions of the NCDOT/CSXT Construction Agreement. Periodically, throughout the project duration, the Contractor will be required to meet, discuss and, if necessary, take immediate action at the discretion of CSXT personnel and/or the CMR to comply with provisions of that agreement and these specifications.
11. This project will require extensive use of CSXT Flagmen to protect train operations from project activity in the area of the tracks. While CSXT cannot guarantee the availability of flagmen at all requested times, every accommodation will be extended to the Contractor when forces are available. Flagging requests should be made to CSXT Roadmaster Lance Williamson, at telephone 843-845-7635 and Mike Small 910-739-0659 at least thirty (30) days in advance. Termination or cancellation of a flagman requires ten (10) days notice to avoid incurring costs.
12. All crane and equipment operations that could potentially impact CSXT right-of-way must be coordinated with the CSXT Flagman.
13. The Contractor or NCDOT shall be responsible to have painted on the structure the DOT Number assigned to the grade separation. This number shall be affixed at a location on either side of the CSXT tracks or property and in a manner such that it can be readily discerned and visible from track level. The font size of the DOT # numbers and letter should be at least four inches (4") tall and shall be black on a light-colored background or white on a dark-colored background of the grade separation component.
14. The Contractor shall execute Schedule I (Contractor's Acceptance) prior to starting work on, over, under or adjacent to CSXT right of way, which is part of the Construction Agreement to be executed between the NCDOT and CSXT.
15. At project completion, NCDOT or its Contractor shall submit a set of "As-Built" plans for the proposed bridge construction and any work performed on the CSXT right-of-way. Please forward the plans to:

Mr. E. D. Sparks, II  
Assistant Chief Engineer Structures  
CSX Transportation  
500 Water Street, J350  
Jacksonville, FL 32202

16. Contractor access will be limited to the immediate project area only. The CSXT right-of-way may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.

## INSURANCE REQUIREMENTS

### I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability (CGL) coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].

3. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

4. Railroad Protective Liability (RPL) insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:

a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

b. CSX Transportation must be the named insured on the Railroad Protective Liability Insurance Policy. The named insured's address should be listed as:

CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

c. The Name and Address of the Contractor and of the Project Sponsor/Involved Governmental Agency must be shown on the Declarations page.

d. A description of operations and location must appear on the Declarations page and must match the Project description.

e. Terrorism Risk Insurance Act (TRIA) coverage must be included.

f. Authorized endorsements must include:

(i) Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later

g. Authorized endorsements may include:

(i) Broad Form Nuclear Exclusion - IL 00 21  
(ii) Notice of Non-renewal or cancellation  
(iii) Required State Cancellation Endorsement  
(iv) Quick Reference or Index - CL/IL 240

h. Authorized endorsements may not include:

(i) A Pollution Exclusion Endorsement except CG 28 31  
(ii) An Endorsement that excludes TRIA coverage

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- (iii) An Endorsement that limits or excludes Professional Liability coverage
- (iv) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
- (v) A Known Injury Endorsement
- (vi) A Sole Agent Endorsement
- (vii) A Punitive or Exemplary Damages Exclusion
- (viii) A "Common Policy Conditions" Endorsement
- (ix) Policies that contain any type of deductible
- (x) Any endorsement that is not named in Section 4 (f) or (g) above that CSXT deems unacceptable

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

## II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on or about CSXT property until written approval of the required insurance has been received from CSXT or CSXT's Insurance Compliance vendor, Ebix.

## III. Railroad Site Data

The following information is provided as a convenience to the Contractor. This information is subject to change and the Contractor should contact the Railroad to verify the accuracy. Since this information is shown as a convenience to the Contractor, but is subject to change, the Contractor shall have no claims whatsoever against either the Railroad or the Department of Transportation for any delays or additional costs incurred based on changes in this information.

A-line:

Number of tracks - 1 Main Track

Number and type of trains per day - 6 Passenger, 44 Freight

Maximum speed of trains - 79 mph Passenger, 60 mph Freight

SE-line:

Number of tracks - 1 Main Track

Number and type of trains per day - 0 Passenger, 15 Freight

Maximum speed of trains - 49 mph Freight

# **APPENDIX**

**CSX Transportation**

## **CONSTRUCTION SUBMISSION CRITERIA**

Public Projects Group  
Jacksonville, FL  
Date Issued: May 8, 2009

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### INTRODUCTION

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### INTRODUCTION

The information in this document is intended to improve communication and clarify the CSXT criteria related to construction submissions that may involve CSXT property. All work must be performed in a manner as to not adversely impact existing CSXT operations. Please note that there are other standards associated with construction that must be adhered to including but not limited to the CSXT Special Provisions, CSXT Insurance Requirements as well as governing local, county, state and federal requirements. This document and other CSXT standards are subject to change without notice, and future revisions will be available at the CSXT website [www.csx.com](http://www.csx.com).

### I. DEFINITIONS

*Agency* – The project sponsor.

*AREMA* – American Railway Engineering and Maintenance Association – the North American railroad industry standards group.

*Construction Submission* – The Agency or its representative shall submit six (6) sets of plans, supporting calculations, and detailed means and methods procedures for the specific proposed activity. All plans and supporting calculations shall be signed/sealed by a Professional Engineer as defined below.

*Controlled Demolition* – Removal of the existing structure or subcomponents in a manner that prevents any portions from falling onto CSXT employees, equipment or property. The proposed procedures shall be detailed in the means and methods submission for CSXT review and acceptance.

*Contractor* – The Agency's or CSXT's representative retained to perform the project work.

*Engineer* – CSXT Engineering Representative or a GEC authorized to act on the behalf of CSXT.

*GEC* – General Engineering Consultant who has been authorized to act on the behalf of CSXT.

*Professional Engineer* – An engineer who is licensed in state or commonwealth (if required by the Agency) in which the project is to occur. The drawings and calculations shall be prepared by the Professional Engineer and shall bear his seal and signature.

*Submission Review Period* – a minimum of 30 days in advance of start of work. Up to 30 days will be required for the initial review response. Up to an additional 30 days may be required to review any/all subsequent submissions or resubmission.

*Theoretical Railroad Live Load Influence Zone* – A 1½ horizontal to 1 vertical theoretical slope line starting 1'-6" below top of rail elevation and 12'-0" from the centerline of the nearest track.

### II. DEMOLITION PROCEDURE

The Agency or its contractor shall submit, as defined above, a detailed procedure for demolition of the structure over railroad tracks.

- A. The Agency or its Contractor shall submit the detailed procedure for demolition of existing structures over or adjacent to CSXT's tracks or right-of-way. This procedure shall include a plan showing the locations of cranes, horizontally and vertically, operating radii, with loading or disposal locations shown, with all dimensions referenced from the center line of the near track, including beam placement on ground or truck loading staging plan. The plan shall also include the location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions. No crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.

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B. Also included with this submittal the following information:

1. Computations showing weight of picks must be submitted. Computations shall be made from field verified plans of the existing structure beams being removed and those plans or sections thereof shall also be included in the submittal; the weight shall include the weight of concrete or other materials including lifting rigging.
2. If the sponsor can prove to CSXT that plans do not exist and weights must be calculated from field measurements, the field measurements are to be made under the supervision of the Professional Engineer submitting the procedure and shall include sketches and estimated weight calculations with the procedure. If possible, field measurements shall be taken with a CSXT representative present.
3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted. Safety factors that may have been "built in" to the crane charts are not to be considered when determining the 150% Factor of Safety.
4. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets for specialized equipment. All specific components proposed for use shall be clearly identified and highlighted in the submitted documents. The safe working load capacity of the connecting equipment shall be 150% above the calculated weight of the pick.
5. A complete written procedure is to be included that describes the sequence of events, indicating the order of lifts and any repositioning or rehitching of the crane or cranes.
6. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., torch/saw cutting various portions of the superstructure or substructure, dismantling splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
7. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
8. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track where a temporary bent is located within twelve (12) feet from the centerline of that track. The guardrail will be installed by CSXT forces at the expense of the Agency or its contractor.
9. Existing, obsolete, bridge piers shall be removed to a minimum of 3'-0" below the finished grade, final ditch line invert, or as directed by the Engineer.
10. A minimum quantity of 25 tons of CSXT approved track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.
11. CSXT's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab.

**NOTE:** On-track or ground level debris shields such as crane mats are prohibited for use by CSXT.

# CSX-12

- C. Overhead Demolition Debris Shield – Shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure.
1. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris.
  2. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Controlled Demolition procedure submission.
  3. The demolition debris shield shall provide 23'-0" minimum vertical clearance or maintain the existing vertical clearance if the existing clearance is less than 23'-0" as approved by CSXT. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.
  4. The vertical clearance ATR (above top of rail) is measured from the top of rail to the lowest point on the overhead shielding system measured within a distance of 6'-0" out from each side of the track centerline.
  5. The demolition debris shield design and supporting calculations, all signed/sealed by a Professional Engineer, shall be submitted for review and acceptance.
  6. The demolition debris shield shall have a **minimum** design load of 50 pounds per square foot **plus** the weight of the equipment, debris, personnel, and other loads to be carried.
  7. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
  8. The contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Engineer.
- D. Vertical Demolition Debris Shield – This type of shield may be required for substructure removals in close proximity to CSXT track and other facilities, as determined by the Engineer.
1. Prior to commencing the demolition activity, the Contractor shall install a ballast protection system consisting of geotextile to keep the railroad ballast from becoming fouled with construction or demolition debris and fines. The geotextile ballast protection system shall be installed and maintained by the Contractor for the project duration in accordance with the attached plan, or with additional measures as directed by the Engineer.
  2. The Agency, or its Contractor, shall submit detailed plans, with detailed calculations, prepared and submitted by a Professional Engineer of the protection shield and ballast protection systems for approval prior to the start of demolition.
  3. Blasting will not be permitted to demolish a structure over or within CSXT's right-of-way.
- E. The Controlled Demolition procedure must be approved by the Engineer prior to undertaking work on the project.
- F. The Contractor shall provide timely communication to the Engineer when scheduling the demolition-related work so that the Engineer may be present during the entire demolition procedure.
- G. At any time during demolition activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

## III. ERECTION PROCEDURE

The Agency or its Contractor shall submit a detailed procedure for performing erection on/about CSXT property, as defined above.

- A. The Agency or its Contractor shall submit six (6) copies of the detailed procedure for erection of the proposed structures over or adjacent to CSXT's tracks or right-of-way. This procedure shall include a plan showing the locations of cranes, horizontally and vertically, operating radii, with staging locations shown, including beam placement on ground or truck unloading staging plan. Plan should also include the location of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions. No crane or equipment may be set on the CSXT rails or track structure.
- B. Also included with this submittal the following information:
  - 1. As-built Bridge Seat Elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Engineer for review and verification at least 30 days in advance of construction or erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
  - 2. Computations showing weight of picks must be submitted. Computations shall be made from plans of the structure beams being erected, and those plans or sections thereof shall also be included in the submittal; the weight shall include the weight of concrete or other materials including lifting rigging.
  - 3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted. Safety factors that may have been "built in" to the crane charts are not to be considered when determining the 150% Factor of Safety.
  - 4. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets for specialized equipment. All specific components proposed for use shall be clearly identified and highlighted in the submitted documents. The safe working load capacity of the connecting equipment shall be 150% above the calculated weight of the pick.
  - 5. A complete written procedure is to be included that describes the sequence of events, indicating the order of lifts and any repositioning or rehitching of the crane or cranes.
  - 6. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical sub tasks (i.e., performing aerial splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
  - 7. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
  - 8. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track where a temporary bent is located within twelve (12) feet from the centerline of that track.
- C. The proposed Erection procedure must be approved by the Engineer prior to undertaking work on the project.
- D. The Contractor shall provide timely communication to the Engineer when scheduling the erection-related work so that the Engineer may be present during the entire erection procedure.



# CSX-14

- E. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

## IV. EXCAVATION AND SHORING

The Agency or its contractor shall submit, as defined above, a detailed procedure for the installing sheeting/shoring adjacent to Railroad Tracks.

- A. Shoring protection shall be provided when excavating adjacent to an active track or railroad facility or as determined by CSXT. Shoring will be provided in accordance with AREMA *Manual for Railway Engineering*, Chapter 8, Part 28, except as noted below.
- B. Shoring may not be required if all of the following conditions are satisfied:
1. Excavation does not encroach upon a 1½ horizontal: 1 vertical theoretical slope line starting 1'-6" below top of rail and at 12'-0" minimum from centerline of the track (live load influence zone).
  2. Track is on level ground or in a cut section and on stable soil.
  3. Excavation does not adversely impact the stability of a CSXT facility (i.e., signal bungalow, drainage facility, undergrade bridge, building, etc.).
  4. Shoring is not required by any governing construction code.
- C. When the track is on an embankment, excavating the toe of the embankment without shoring may affect the stability of the embankment. Therefore, excavation of the embankment toe without shoring will not be permitted.
- D. Trench boxes are prohibited for use on CSXT within the theoretical railroad live load influence zone.
- E. The required protection is the cofferdam type that completely encloses the excavation. Where dictated by conditions, partial cofferdams with open sides away from the track may be used. Cofferdams shall be constructed using steel sheet piling, or when approved by the Engineer, steel soldier piles with timber lagging. Wales and struts shall be provided and designed as needed. The following shall be considered when designing cofferdams:
1. Shoring shall be designed to resist a vertical live load surcharge of 1,880 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, 8'-6" wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in AREMA *Manual for Railway Engineering*, Chapter 8, Part 20.
  2. Allowable stresses in materials shall be in accordance with AREMA *Manual for Railway Engineering*, Chapter 7, 8, and 15.
  3. A construction procedure for temporary shoring shall be shown on the drawing.
  4. All shoring systems on or adjacent to CSXT right-of-way shall be equipped with railings or other approved fall protection.
  5. A minimum horizontal clearance of 10'-0" from centerline of the track to face of nearest point of shoring shall be maintained, provided a 12'-0" roadbed is maintained with a temporary walkway and handrail system.

# CSX-15

- F. The contractor shall submit the following drawings and calculations (all shall be signed/sealed by a Professional Engineer) for CSXT's review and approval.
1. Six (6) sets of detailed drawings of the shoring systems showing sizes of all structural members, details of connections, and distances from centerline of track to face of shoring. Drawing shall show a section showing height of shoring and track elevation in relation to bottom of excavation.
  2. Six (6) sets of calculations of the shoring design.
- The drawings and calculations shall be prepared by a Licensed Professional Engineer in the state (if required by the Agency) where the shoring is to be constructed and shall bear his seal and signature. Shoring plans shall be approved by CSXT's construction engineering and inspection representative.
3. For sheeting and shoring within 18'-0" of the centerline of the track, the live load influence zone, and in slopes, the contractor shall use interlocked steel sheeting (sheet pile).
  4. Sheet pile installed in slopes or within 18'-0" of the centerline of track shall not be removed.
  5. Sheet piles shall be cut off a minimum of 3'-0" below the finished grade, ditch line invert, or as directed by the Engineer. The ground shall be backfilled and compacted immediately after sheet pile is cut off.
  6. A procedure for cutting off the sheet pile and restoring the embankment shall be submitted to the Engineer for review and acceptance.
- G. Blasting is not permitted on or adjacent to CSXT right-of-way without prior written approval from the Engineer. Mechanical and chemical means of rock removal must be explored before blasting is considered. If written permission for the use of explosives is granted, the Agency or Contractor must comply with all of the following:
1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Agency or Contractor.
  2. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  3. No blasting shall be done without the presence of an authorized representative of CSXT. Advance notice to the Engineer as required by the CSXT Special Provisions is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
  4. Agency or Contractor must have at the project site adequate equipment, labor and materials, and allow sufficient time, to clean up debris resulting from the blasting and correct any misalignment of tracks or other damage to CSXT property resulting from the blasting. Any corrective measures required must be performed as directed by the Engineer at the Agency's or Contractor's expense without any delay to trains. If Agency's or Contractor's actions result in the delay of any trains including passenger trains, the Agency or Contractor shall bear the entire cost thereof.
  5. The Agency or Contractor may not store explosives on CSXT property.
  6. At any time during blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

## V. TRACK MONITORING

The Agency or its Contractor shall submit, for CSXT review and approval, a detailed track monitoring program to detect both horizontal and vertical movement of the CSXT track and roadbed, a minimum of 30 days in advance of start of work.

- A. For the installation of temporary or permanent shoring systems, including but not limited to soldier piles and lagging, and interlocked steel sheeting on or adjacent to CSXT's right-of-way, the contractor may be required to submit a detailed track monitoring program for CSXT's approval prior to performing any work near CSXT's right-of-way.
- B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSXT reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.
- C. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.
- D. If any movement has occurred as determined by the Engineer, CSXT will be immediately notified. CSXT, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSXT or performed by CSXT including the monitoring of corrective action of the contractor will be at project expense.

**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.

**PERMIT**

Dredge and Fill and/or  
Work in Navigable Waters (404)  
Water Quality (401)

**AUTHORITY GRANTING THE PERMIT**

U. S. Army Corps of Engineers  
Division of Environmental Management, DENR  
State of North Carolina

The Contractor shall comply with all applicable permit conditions during construction of this project. Those conditions marked by \* are the responsibility of the Department and the Contractor has no responsibility in accomplishing those conditions.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *2012 Standard Specifications* and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

**Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the waters or wetlands provided that activities outside those areas is done in such a manner as to not affect the waters or wetlands.**



REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
WILMINGTON DISTRICT, CORPS OF ENGINEERS  
69 DARLINGTON AVENUE  
WILMINGTON, NORTH CAROLINA 28403-1343

June 22, 2015

Regulatory Division

Action ID: SAW-2006-33096

North Carolina Department of Transportation  
Mr. Marc Hamel  
Rail Division  
1553 Mail Service Center  
Raleigh, North Carolina 27699

Dear Mr. Harnel:

Enclosed is a Department of the Army permit to discharge dredged or fill material in Department of the Army (DA) jurisdictional wetlands and streams in order to construct a single-track connector from the existing north-west CSX Railroad (CSX) "A" Line to the existing east-west CSX "SE" Line north and east of the Town of Pembroke, Robeson County, NC. The proposed track connects with the CSX "A" Line approximately 3300 feet northeast of Pembroke and with the CSX "SE" Line approximately 6000 feet east of Pembroke. The total track length for the proposed connector is approximately 2.4 miles within an approximate 160-foot wide corridor. The project also proposes to construct a grade-separated intersection at the proposed crossing of Union Chapel Road (SR 1563) and the relocation of the existing Jones Road (SR 1564) at-grade crossing of the CSX "SE" Line. The proposed project will permanently impact approximately 432 linear feet of streams (266 linear feet of stream channel associated with culvert placement and 166 linear feet for bank stabilization) and approximately 2.19 acres of jurisdictional wetlands. In addition, the project will temporarily impact approximately 109 linear feet of streams and 0.03 acre of jurisdictional wetlands. All stream impacts, temporary wetland impacts, and 2.19 acres of permanent wetland impacts are anticipated in conjunction with the P-4900A portion of the project. Permanent wetland impacts anticipated in conjunction with the P-4900B portion of the project total 0.05 acre. The Corps is issuing this permit in response to your written request of January, 2015, and the ensuing administrative record.

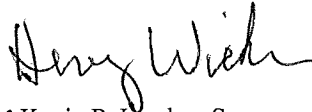
Any deviation in the authorized work will likely require modification of this permit. If a change in the authorized work is necessary, you should promptly submit revised plans to the Corps showing the proposed changes. You may not undertake the proposed changes until the Corps notifies you that your permit has been modified.

Carefully read your permit. The general and special conditions are important. Your failure to comply with these conditions could result in a violation of Federal law. Certain significant conditions require that:

- a. You must complete construction before December 31, 2020.
- b. You must notify this office in advance as to when you intend to commence and complete work.
- c. You must allow representatives from this office to make periodic visits to your worksite as deemed necessary to assure compliance with permit plans and conditions.

You should address all questions regarding this authorization to, Ms. Liz Hair, in the Wilmington Regulatory Field Office, 69 Darlington Avenue, Wilmington, North Carolina 27403 or telephone: (910)-251-4049.

Sincerely,

  
for Kevin P. Landers Sr.  
Colonel, U.S. Army  
District Commander

Enclosures

Copies Furnished (with enclosures):

Chief, Source Data Unit  
NOAA/National Ocean Service  
1315 East-west Hwy., Rm 7316  
Silver Spring, Maryland 20910-3282

Mr. Todd Bowers  
Wetlands and Marine Regulatory Section  
Water Protection Division - Region IV  
U. S. Environmental Protection Agency  
61 Forsyth St. SW  
Atlanta, Georgia 30303-8931

Copies Furnished with special conditions  
and plans:

U. S. Fish and Wildlife Service  
Fish and Wildlife Enhancement  
Post Office Box 33726  
Raleigh, North Carolina 27636-3726

Mr. Doug Huggett  
Division of Coastal Management  
N.C. Department of Environment  
and Natural Resources  
400 Commerce Avenue  
Morehead City, North Carolina 28557

Mr. Fritz Rhodes  
National Marine Fisheries Service  
101 Pivers Island Road  
Beaufort, North Carolina 28516

Mr. Pace Wilber  
National Marine Fisheries Service  
219 Fort Johnson Road  
Charleston, South Carolina 29412-9110

Ms. Karen Higgins  
North Carolina Division of Water Resources  
401/Wetlands Unit  
1617 Mail Service Center  
Raleigh, North Carolina 27699-1617

**DEPARTMENT OF THE ARMY PERMIT**

**Permittee:** North Carolina Department of Transportation

**Permit No.:** SAW-2006-33096

**Issuing Office:** CESAW-RG-L

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

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

**Project Description:** NCDOT, Rail Division proposes to construct a single-track connector from the existing north-west CSX Railroad (CSX) "A" Line to the existing east-west CSX "SE" Line north and east of the Town of Pembroke, Robeson County, NC. The track connects with the CSX "A" Line approximately 3300 feet northeast of Pembroke and with the CSX "SE" Line approximately 6000 feet east of Pembroke. The total track length for the proposed connector is approximately 2.4 miles within an approximate 160-foot wide corridor. The project also proposes to construct a grade-separated intersection at the proposed crossing of Union Chapel Road (SR 1563) and the relocation of the existing Jones Road (SR 1564) at-grade crossing of the CSX "SE" Line. The project will permanently impact approximately 432 linear feet of streams (266 linear feet of stream channel associated with culvert placement and 166 linear feet for bank stabilization) and approximately 2.19 acres of jurisdictional wetlands. In addition, the project will temporarily impact approximately 109 linear feet of streams and 0.03 acre of jurisdictional wetlands. All stream impacts, temporary wetland impacts, and 2.19 acres of permanent wetland impacts are anticipated in conjunction with the P-4900A portion of the project. Permanent wetland impacts anticipated in conjunction with the P-4900B portion of the project total 0.05 acre.

Proposed impacts (permanent and temporary) to jurisdictional resources are associated with roadway construction practices and include clearing, grubbing, placement of roadway fill, bank stabilization, pipe placement, excavation, utility line installation, and hand clearing of vegetation for overhead power line clearing.

**Project Location:** Pembroke, Robeson 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.

Marc Hamel 6/16/2015  
(PERMITTEE): MR. MARC HAMEL (DATE)  
NC DEPARTMENT OF TRANSPORTATION

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

for Henry Wicker 6-23-15  
(DISTRICT ENGINEER) KEVIN J. LANDERS SR, COLONEL, U.S 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)



North Carolina Department of Environment and Natural Resources

Pat McCrory  
Governor

Donald van der Vaart  
Secretary

March 3, 2015

Mr. Marc L. Hamel, Manager  
Rail Project Development  
NCDOT, Rail Division  
1553 Mail Service Center  
Raleigh, NC 27699

Subject: 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with  
ADDITIONAL CONDITIONS for Proposed construction of the Pembroke Rail Connector from CSX "A"  
line to the CSX "SE" line in Robeson County, Federal Aid Project No. TCSP-0635(5), State Project No.  
41099.1.S3, TIP P-4900A & B.

NCDWR Project No. 20150068

Dear Mr. Hamel:

Attached hereto is a copy of Certification No. 4014 issued to The North Carolina Department of Transportation  
(NCDOT) dated March 3, 2015.

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

Sincerely,

Jay Zimmerman, Director  
Division of Water Resources

Attachments

Electronic copy only distribution:

Liz Hair, US Army Corps of Engineers, Wilmington Field Office  
Jim Rerko, Division 6 Environmental Officer  
Scott Davis, Axiom Environmental, Inc.  
Colin Mellor, NC Department of Transportation  
Chris Rivenbark, NC Department of Transportation  
Dr. Cynthia Van Der Wiele, US Environmental Protection Agency  
Gary Jordan, US Fish and Wildlife Service  
Travis Wilson, NC Wildlife Resources Commission  
Beth Harmon, Ecosystem Enhancement Program  
NC Division of Water Resources Raleigh Central Office  
File Copy

**401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act  
with ADDITIONAL CONDITIONS**

**THIS CERTIFICATION** is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Resources (NCDWR) Regulations in 15 NCAC 2H .0500. This certification authorizes the NCDOT to impact 2.22 acres of jurisdictional wetlands, and 541 linear feet of jurisdictional streams in Robeson County. The project shall be constructed pursuant to the application dated received January 21, 2015 and revisions received on January 26, 2015 and January 29, 2015. The authorized impacts are as described below:

**Stream Impacts in the Lumber River Basin**

Site	Station	Permanent Fill in Intermittent Stream (linear ft)	Temporary Fill in Intermittent Stream (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Temporary Fill in Perennial Stream (linear ft)	Bank Stabilization (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
3	-L- 53+80 to 55+64	0	0	91	65	77	233	168
4	-L- 62+60 to 62+76	93	22	0	0	46	161	0
5	-L- 90+14 to 90+61	82	22	0	0	43	147	0
<b>Total</b>		175	44	91	65	166	541	168

**Total Stream Impact for Project: 541 linear feet**

**Wetland Impacts in the Lumber River Basin (riparian)**

Site	Station	Fill (ac)	Fill (temporary) (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Total Wetland Impact (ac)	Impacts Requiring Mitigation (ac)
1	-L- 26+95 to 27+75	1.06	0	0.20	0.15	0.03	1.44	1.41
2	-L- 26+95 to 27+75	< 0.01	0	0	0.02	0	0.02	0.02
3	-L- 53+80 to 55+64	0.08	0	0.18	0	0	0.26	0.26
6	-L- 102+03 to 104+98	0.21	0	0.18	0.06	0	0.45	0.45
7	-Y2- 45+43 to 47+00	0.01	0	0	0.04	0	0.05	0.05
<b>Total*</b>		1.36	0	0.56	0.26	0.03	2.22	2.19

**Total Wetland Impact for Project: 2.22 acres.**

\*totals may not match sum of individual impacts due to rounding.

The application provides adequate assurance that the discharge of fill material into the waters of the Lumber River basin in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your application dated received January 21, 2015 and revisions received on January 26, 2015 and January 29, 2015. Should your project change, you are

required to notify the NCDWR and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed one acre or 150 linear feet, respectively, additional compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not limited to) Sediment and Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.

## **Condition(s) of Certification:**

### **Project Specific Conditions**

1. 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)]
2. 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)]
3. 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)]
4. 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)]
5. Riprap shall not be placed in the active thalweg channel or 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)]
6. For the 109 linear feet of streams being impacted due to site dewatering activities, the site shall be graded to its preconstruction contours and revegetated with appropriate native species. [15A NCAC 02H.0506(b)(2)]
7. The stream channel shall be excavated no deeper than the natural bed material of the stream, to the maximum extent practicable. Efforts must be made to minimize impacts to the stream banks, as well as to vegetation responsible for maintaining the stream bank stability. Any applicable riparian buffer impact for access to stream channel shall be temporary and be revegetated with native riparian species. [15A NCAC 02H.0506(b)(2)]
8. Erosion control matting placed in riparian areas shall not contain a nylon mesh grid, which can impinge and entrap small animals. Matting should be secured in place with staples, stakes, or wherever possible, live stakes of native trees. Riparian areas are defined as a distance 25 feet landward from top of stream bank. [15A NCAC 02H.0506(b)(3) and (c)(3)]
9. Pipes and culverts used exclusively to maintain equilibrium in wetlands, where aquatic life passage is not a concern, shall not be buried. These pipes shall be installed at natural ground elevation. [15A NCAC 02H.0506(b)(2) and (b)(3)]
10. The project shall be constructed in accordance with the provisions of the NCDOT's National Pollutant Discharge Elimination (NPDES) Stormwater Permit NCS000250, including the applicable requirements of the NCG01000. [15A NCAC 02B.0211].

\*

11. Compensatory mitigation for 168 linear feet of impact to streams is required. We understand that you have chosen to perform compensatory mitigation for impacts to streams through the North Carolina Ecosystem Enhancement Program (EEP), and that the EEP has agreed to implement the mitigation for the project. EEP has indicated in a letter dated January 13, 2015 that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with the EEP Mitigation Banking Instrument signed July 28, 2010

\*

12. Compensatory mitigation for impacts to 2.19 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 January 13, 2015 that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with EEP's Mitigation Banking Instrument signed July 28, 2010.

### General Conditions

13. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and downstream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by 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)]
14. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills. [15A NCAC 02B.0200]
15. 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)]
16. The dimension, pattern and profile of the stream above and below the crossing shall not be modified. Disturbed floodplains and streams shall be restored to natural geomorphic conditions. [15A NCAC 02H.0506(b)(2)]
17. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage. [15A NCAC 02H.0506(b)(2)]
- \* 18. 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)]
19. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of 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)]
20. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream. [15A NCAC 02H.0506(b)(3)]
21. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials. [15A NCAC 02H.0506(b)(3)]

22. 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)]
23. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]
24. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If the NCDWR determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, the NCDWR may reevaluate and modify this certification. [15A NCAC 02B.0200]
25. 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)]
26. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
27. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification. [15A NCAC 02H.0501 and .0502]
28. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.
29. The Permittee shall report any violations of this certification to the Division of Water Resources within 24 hours of discovery. [15A NCAC 02B.0506(b)(2)]
- \* 30. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Rail Project Manager 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)]
31. Native riparian vegetation must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction.[15A NCAC 2H.0506(b)(2)]
32. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be located in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities.[15A NCAC 02H.0506(b)(3) and (c)(3)]
33. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to protect surface waters standards [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.
34. Where placement of sediment and erosion control devices in wetlands and/or waters is unavoidable, they shall be removed and the natural grade restored upon completion of the project. [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. Sam M. Hayes, General Counsel  
Department of Environment and Natural Resources  
1601 Mail Service Center

This the 3rd day of March 2015

DIVISION OF WATER RESOURCES



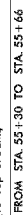
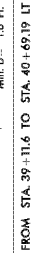
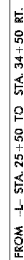
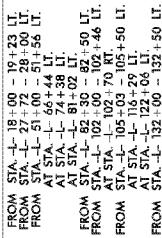
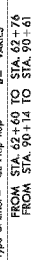
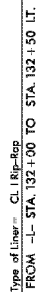
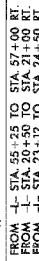
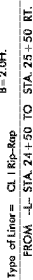
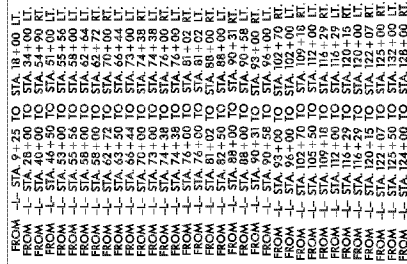
S. Jay Zimmerman, Director  
Division of Water Resources



**DETAIL A**  
SPECIAL LATERAL BASE DITCH  
(Not to Scale)

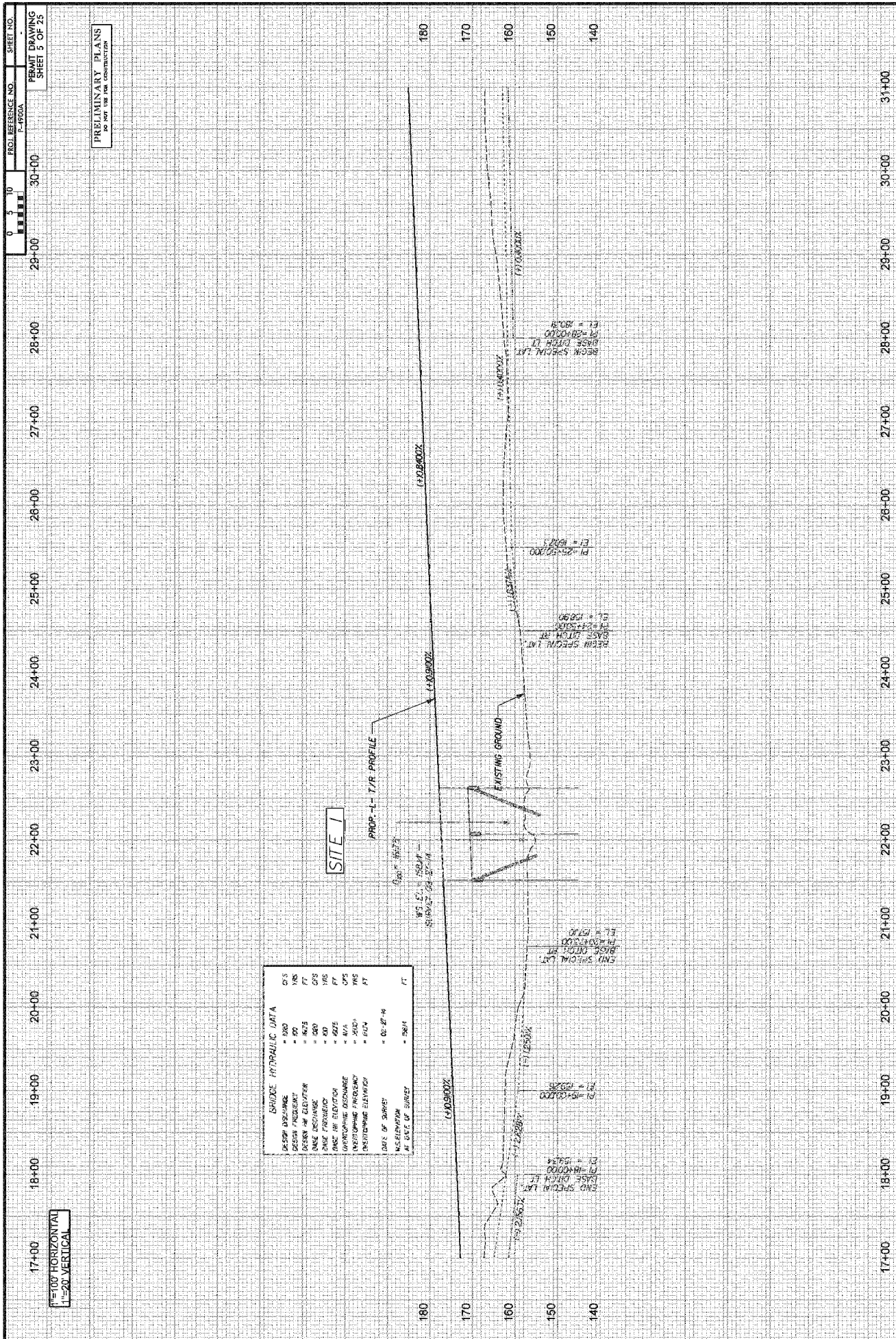
**DETAIL B**  
SPECIAL LATERAL BASE DITCH  
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**DETAIL C**  
STANDARD BASE DITCH  
(Not to Scale)

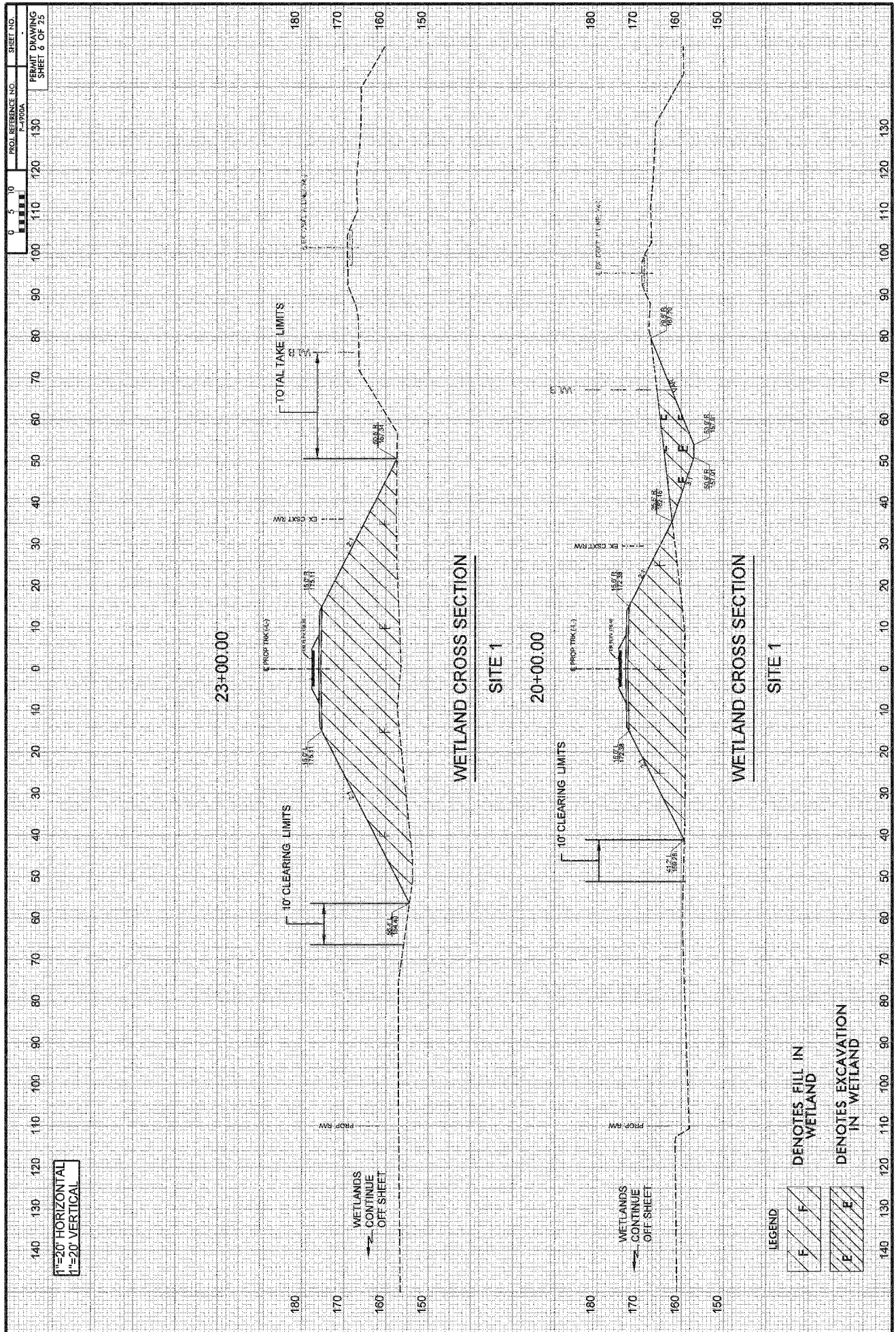


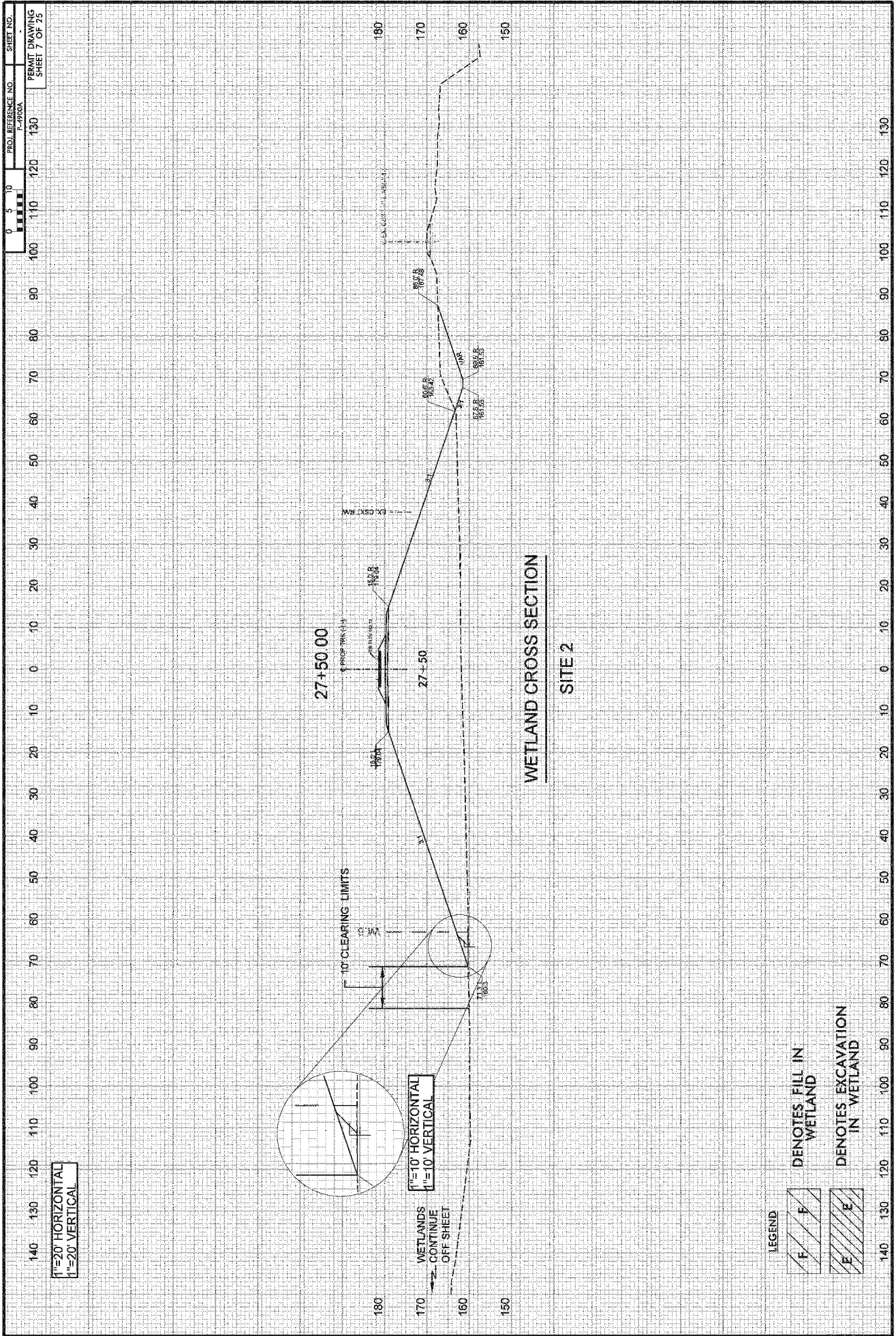


REVISIONS





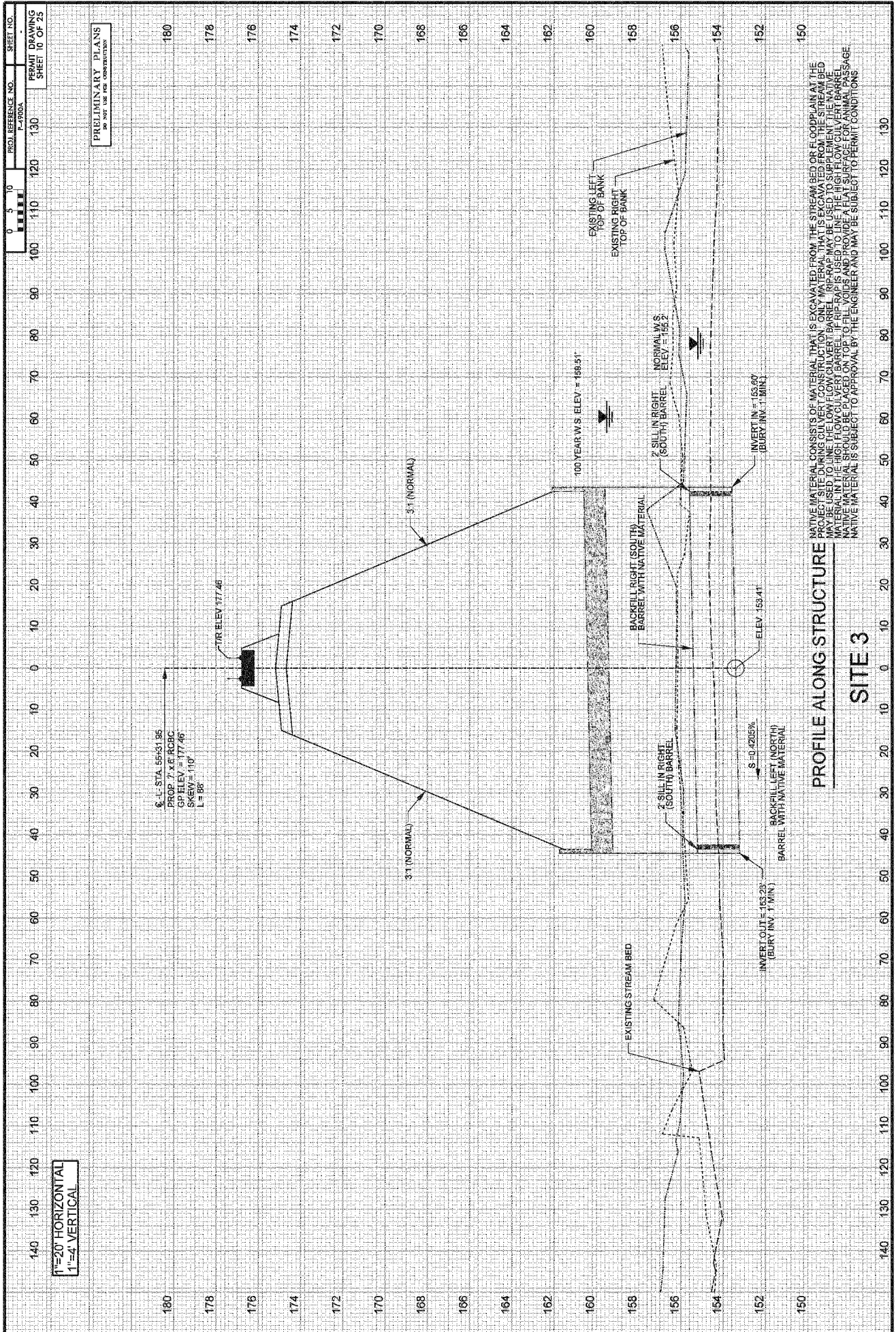


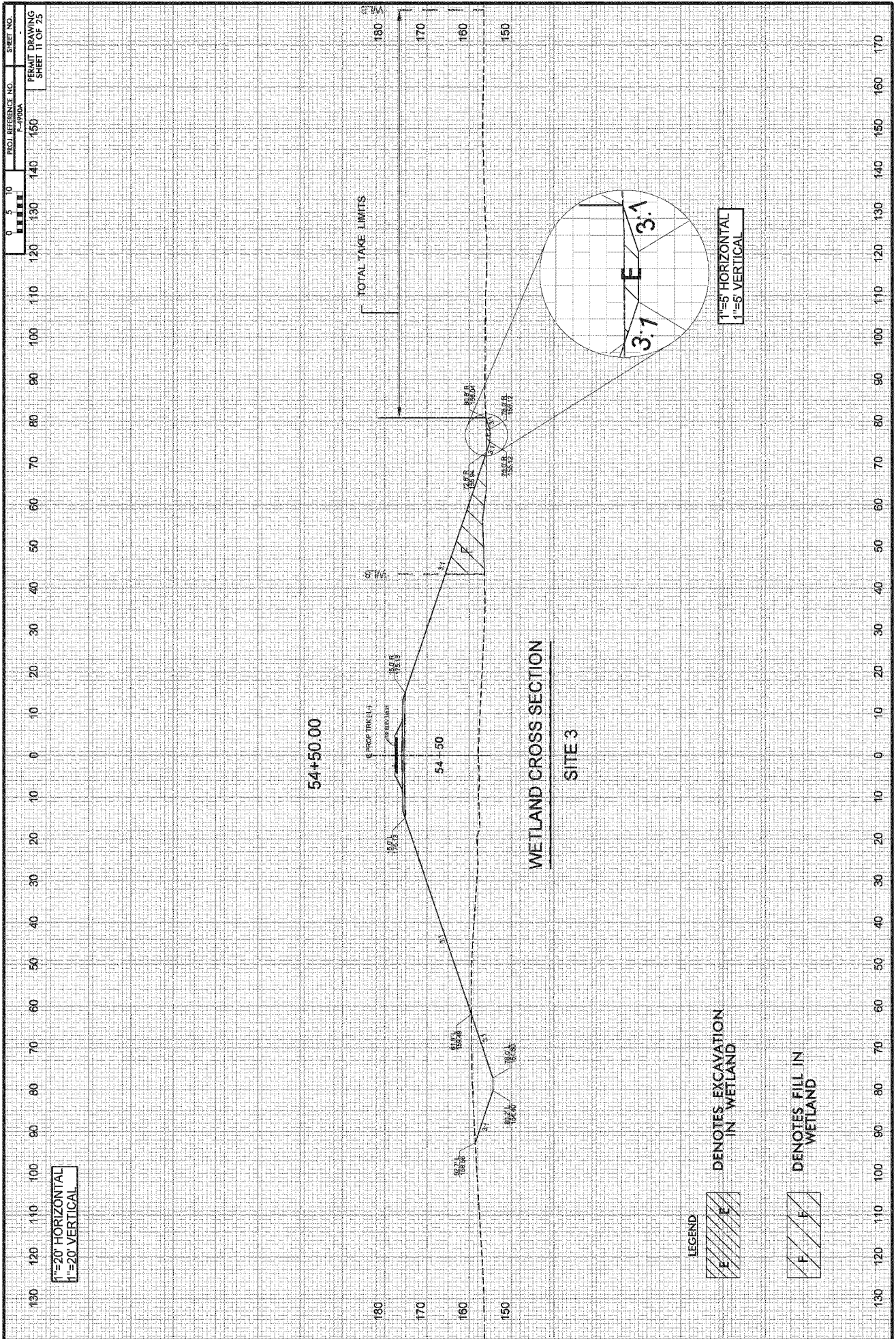


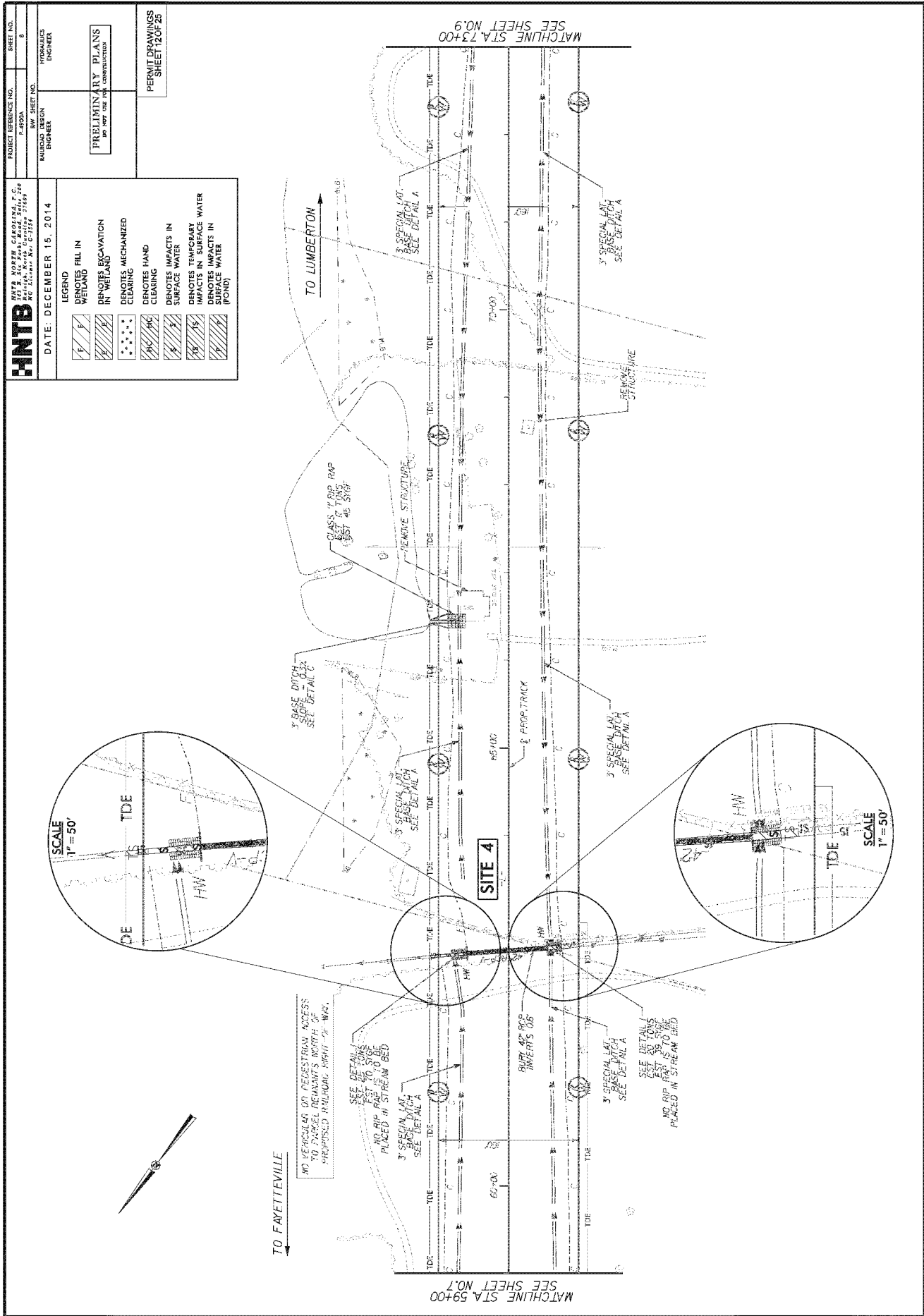






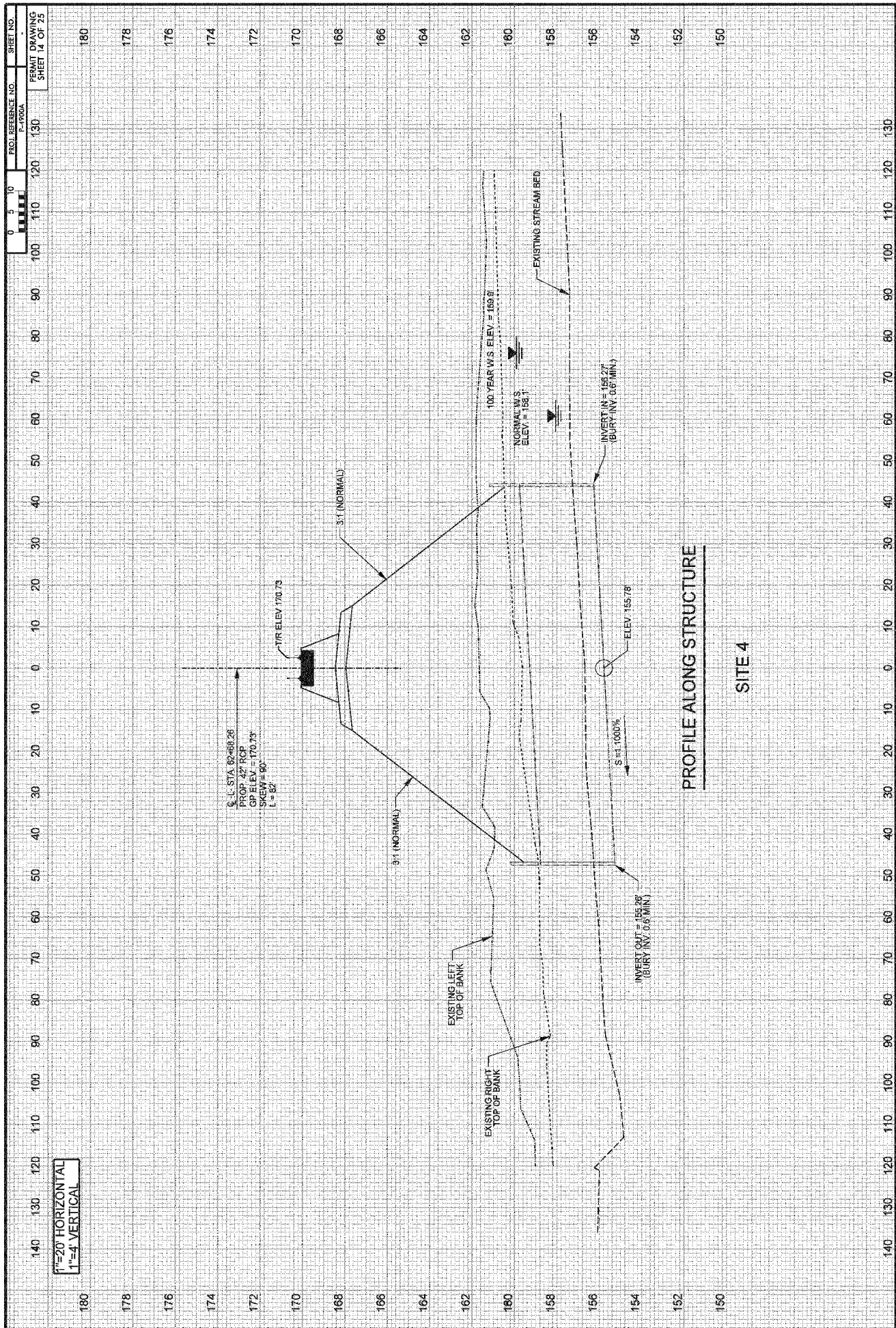


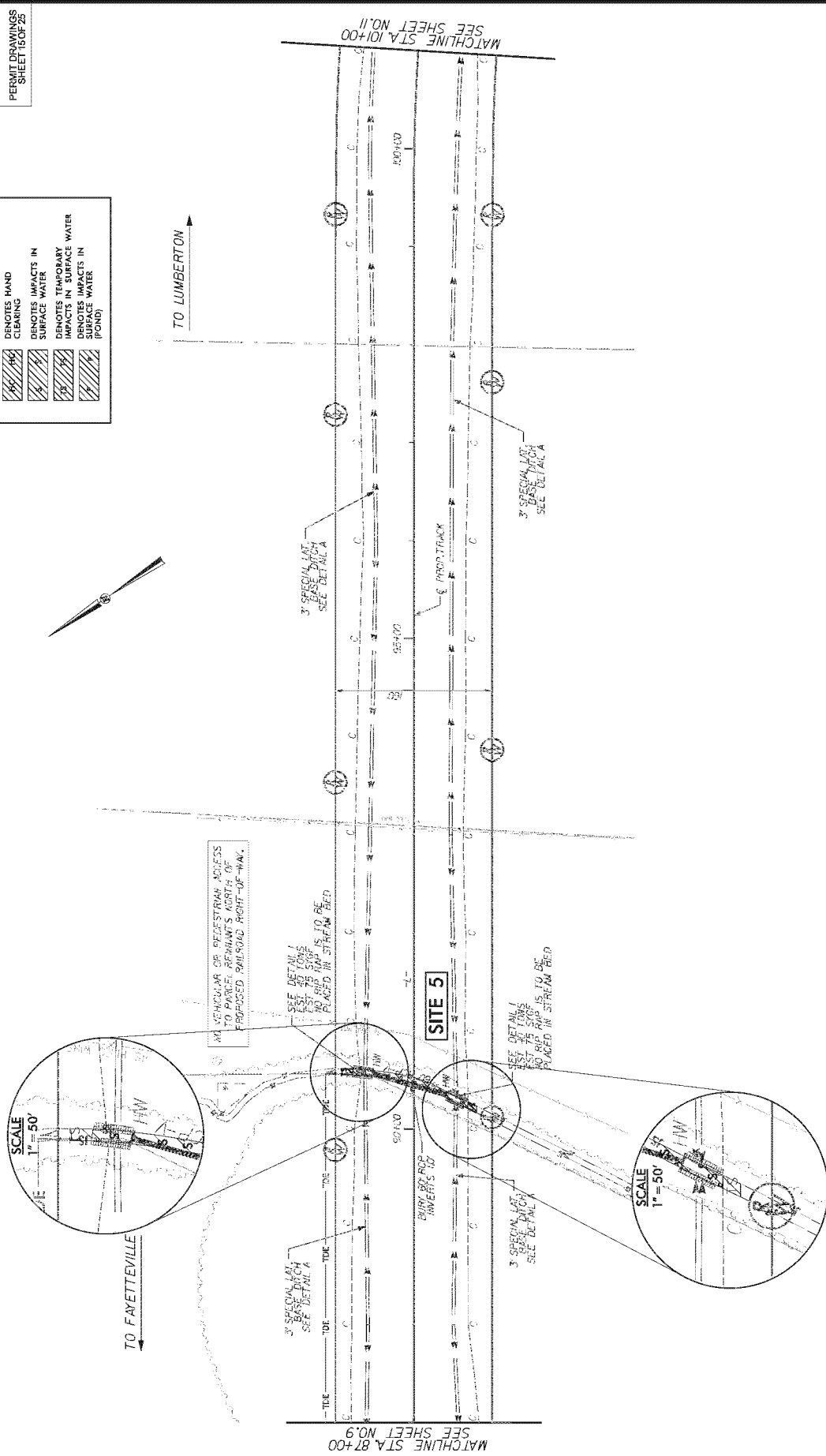




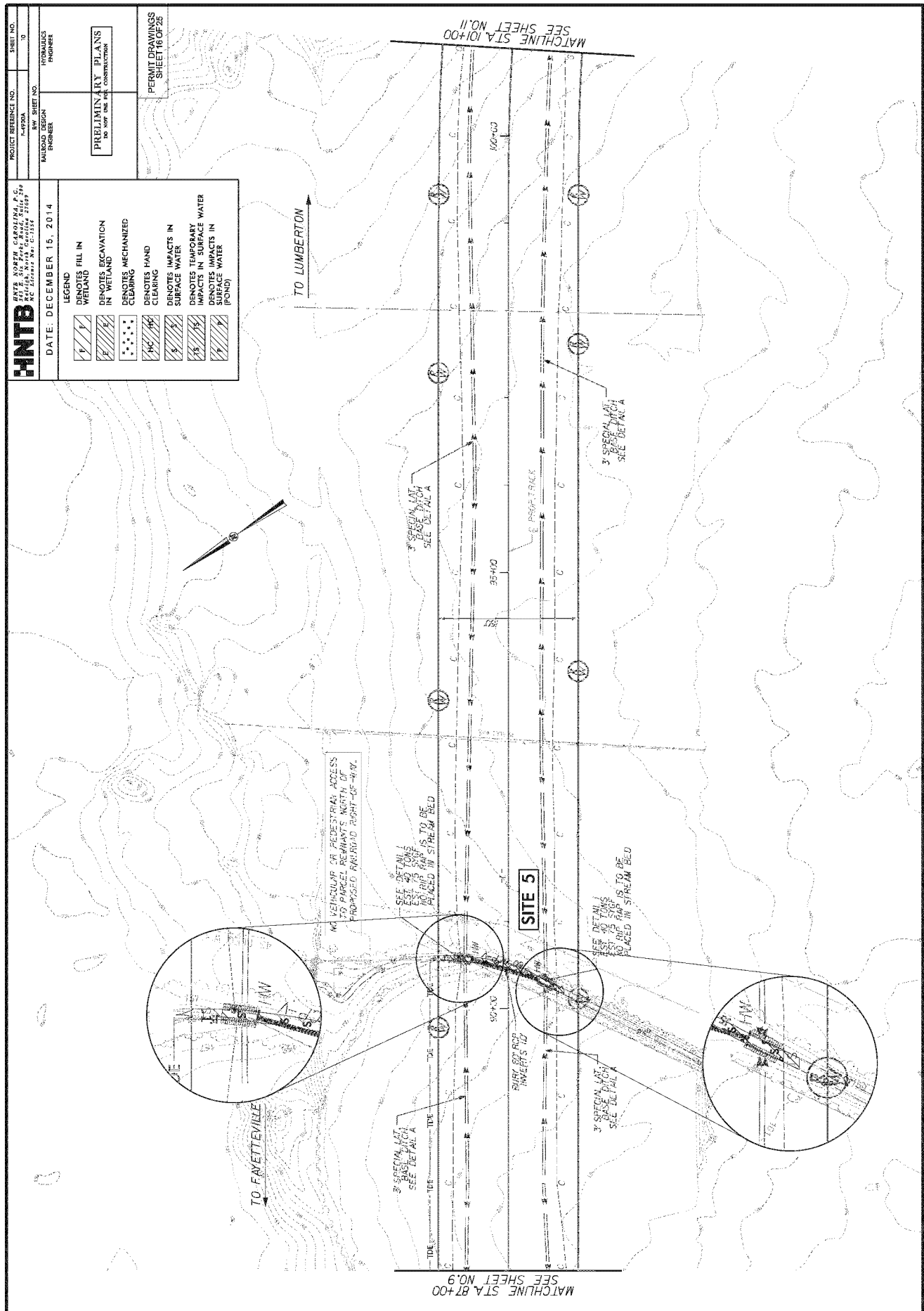
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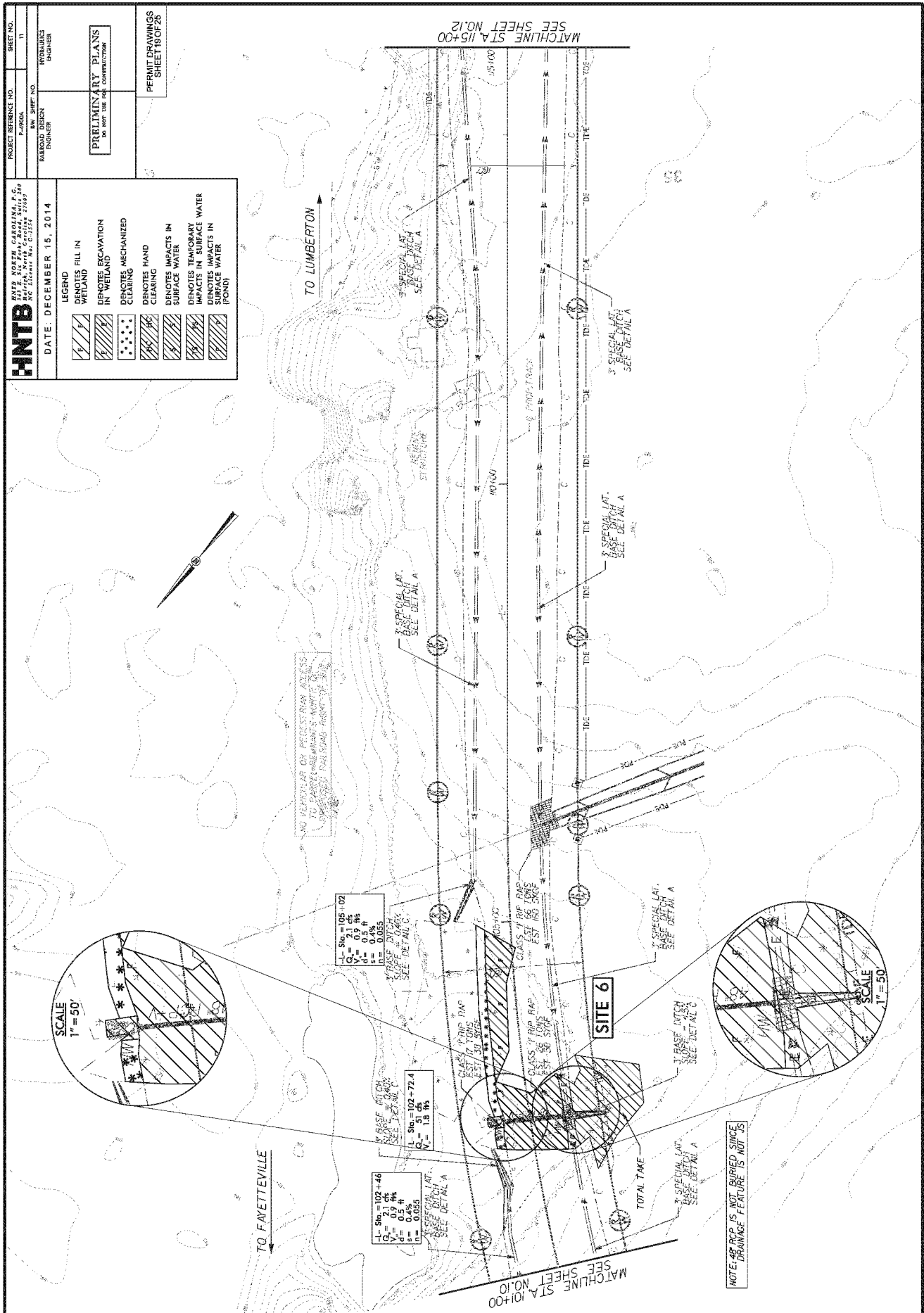














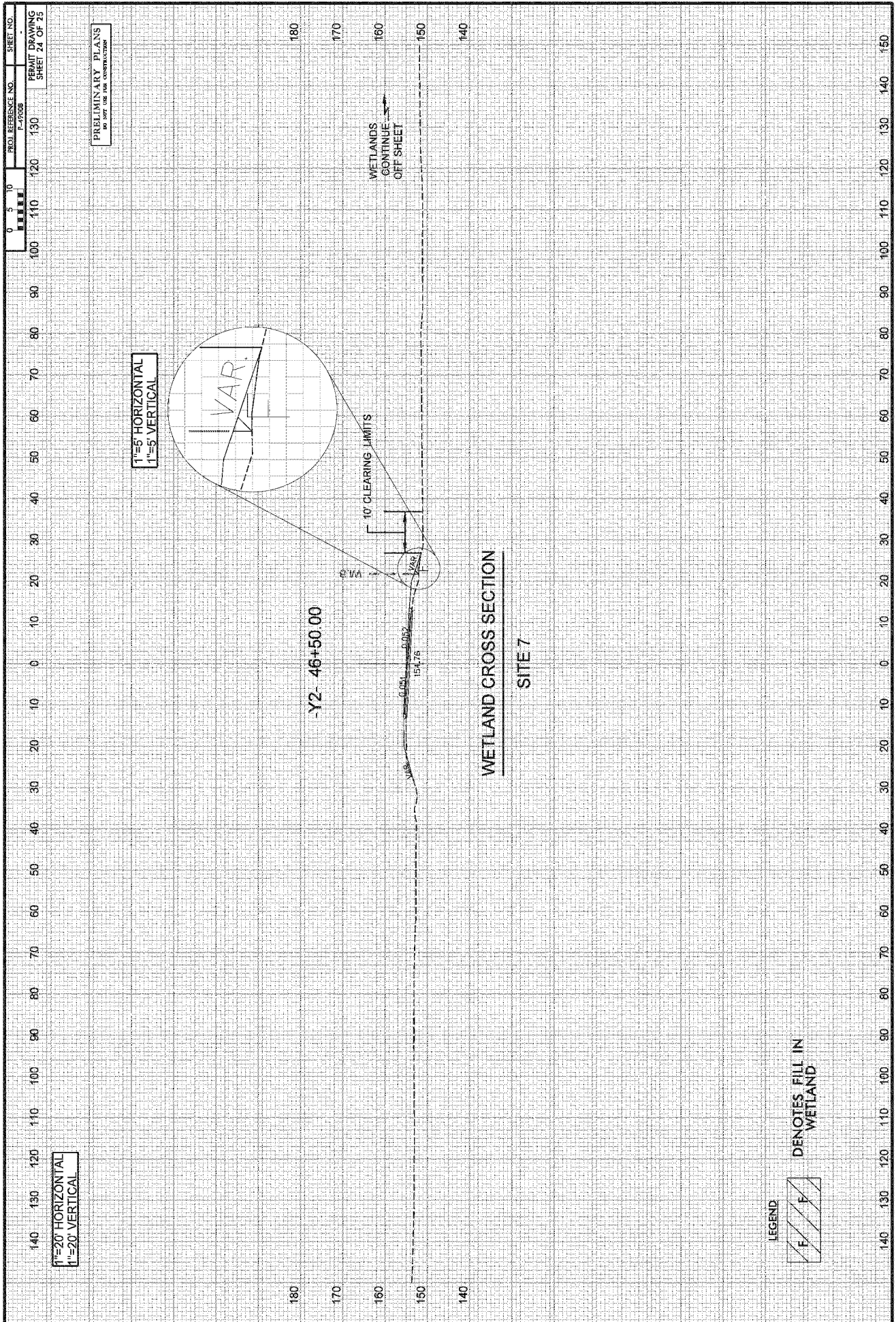












WETLAND PERMIT IMPACT SUMMARY													
Site No.	Station (From/To)	Structure Size / Type	WETLAND IMPACTS				SURFACE WATER IMPACTS						
			Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)	
1	-L- 17+82 - 24+75	Road Bed / Bridge	1.06		0.20	0.15	0.03						
2	-L- 26+95 - 27+75	Road Bed	< 0.01			0.02							
3	-L- 53+80 - 55+64	Road Bed / 2 @ 7' X 6' RBCB	0.07		0.18				0.02		91		
	-L- 53+80 - 55+64	Bank Stabilization	< 0.01						0.02		77	55	
	-L- 56+01 - 56+48 L T	Road Bed							0.02				
4	-L- 62+60 - 62+76	Road Bed / 42" RCP-V							< 0.01		93		
	-L- 62+60 - 62+76	Bank Stabilization							< 0.01		46	22	
	-L- 90+14 - 90+61	Road Bed / 60" RCP-V							0.01		82		
5	-L- 90+14 - 90+61	Bank Stabilization							< 0.01		43	22	
6	-L- 102+03 - 104+98	Road Bed / 48" RCP-V	0.21		0.18	0.06							
7	-Y2- 45+43 - 47+00	Road Bed	0.01			0.04							

County : Robeson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB-BING	3 ACR		
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	61,500 CY		
0006	0036000000-E	225	UNDERCUT EXCAVATION	16,000 CY		
0007	0106000000-E	230	BORROW EXCAVATION	289,100 CY		
0008	0127000000-N	SP	EMBANKMENT SETTLEMENT GAUGES	12 EA		
0009	0134000000-E	240	DRAINAGE DITCH EXCAVATION	620 CY		
0010	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	80 SY		
0011	0192000000-N	260	PROOF ROLLING	11 HR		
0012	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA-TION	10,200 SY		
0013	0199000000-E	SP	TEMPORARY SHORING	790 SF		
0014	0248000000-N	SP	GENERIC GRADING ITEM PREPARATION OF EXISTING GROUND	Lump Sum	L.S.	
0015	0255000000-E	SP	GENERIC GRADING ITEM SURGE STONE	35,000 TON		
0016	0314000000-E	SP	SELECT MATERIAL, CLASS ***** (VI)	3,000 TON		
0017	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	70 TON		
0018	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	200 SY		

County : Robeson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	32 LF		
0020	0450000000-E	SP	****I RC PIPE CULVERTS, CLASS ** (UNDER RR) (36", V)	326 LF		
0021	0450000000-E	SP	****I RC PIPE CULVERTS, CLASS ** (UNDER RR) (42", V)	92 LF		
0022	0450000000-E	SP	****I RC PIPE CULVERTS, CLASS ** (UNDER RR) (48", V)	68 LF		
0023	0450000000-E	SP	****I RC PIPE CULVERTS, CLASS ** (UNDER RR) (60", V)	80 LF		
0024	0986000000-E	SP	GENERIC PIPE ITEM 36" WELDED STEEL PIPE, 0.532" THICK, GRADE B IN SOIL	39 LF		
0025	0986000000-E	SP	GENERIC PIPE ITEM 36" WELDED STEEL PIPE, 0.532" THICK, GRADE B NOT IN SOIL	39 LF		
0026	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0027	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	30 TON		
0028	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	5 TON		
0029	2000000000-N	806	RIGHT OF WAY MARKERS	58 EA		
0030	2209000000-E	838	ENDWALLS	48.2 CY		
0031	2220000000-E	838	REINFORCED ENDWALLS	11.2 CY		
0032	3628000000-E	876	RIP RAP, CLASS I	552 TON		
0033	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	2,390 SY		
0034	3804000000-E	SP	AGGREGATE BASE COURSE (SUB-BALLAST)	14,400 TON		
0035	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	80 SF		

County : Robeson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0036	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	160 SF		
0037	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	20 SF		
0038	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA		
0039	4430000000-N	1130	DRUMS	50 EA		
0040	4435000000-N	1135	CONES	50 EA		
0041	4445000000-E	1145	BARRICADES (TYPE III)	48 LF		
0042	4450000000-N	1150	FLAGGER	320 HR		
0043	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	2 EA		
0044	4485000000-E	1170	PORTABLE CONCRETE BARRIER	508 LF		
0045	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	4 EA		
0046	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	2,840 LF		
0047	5325600000-E	1510	6" WATER LINE	601 LF		
0048	5326200000-E	1510	12" WATER LINE	761 LF		
0049	5538000000-E	1515	4" VALVE	1 EA		
0050	5540000000-E	1515	6" VALVE	3 EA		
0051	5558000000-E	1515	12" VALVE	2 EA		
0052	5648000000-N	1515	RELOCATE WATER METER	1 EA		
0053	5672000000-N	1515	RELOCATE FIRE HYDRANT	2 EA		
0054	5685000000-E	1515	12" LINE STOP WITH BYPASS	4 EA		
0055	5709200000-E	1520	4" FORCE MAIN SEWER	173 LF		

County : Robeson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0056	5798000000-E	1530	ABANDON *** UTILITY PIPE (4")	171 LF		
0057	5800000000-E	1530	ABANDON 6" UTILITY PIPE	480 LF		
0058	5804000000-E	1530	ABANDON 12" UTILITY PIPE	561 LF		
0059	5835000000-E	1540	*** ENCASEMENT PIPE (10")	100 LF		
0060	5835000000-E	1540	*** ENCASEMENT PIPE (14")	100 LF		
0061	5835000000-E	1540	*** ENCASEMENT PIPE (22")	91 LF		
0062	6000000000-E	1605	TEMPORARY SILT FENCE	15,800 LF		
0063	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	150 TON		
0064	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	3,700 TON		
0065	6012000000-E	1610	SEDIMENT CONTROL STONE	1,650 TON		
0066	6015000000-E	1615	TEMPORARY MULCHING	42 ACR		
0067	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	3,000 LB		
0068	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	15 TON		
0069	6024000000-E	1622	TEMPORARY SLOPE DRAINS	5,000 LF		
0070	6029000000-E	SP	SAFETY FENCE	2,200 LF		
0071	6030000000-E	1630	SILT EXCAVATION	13,600 CY		
0072	6036000000-E	1631	MATTING FOR EROSION CONTROL	70,000 SY		
0073	6037000000-E	SP	COIR FIBER MAT	335 SY		
0074	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	13,925 SY		

County : Robeson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0075	6042000000-E	1632	1/4" HARDWARE CLOTH	200 LF		
0076	6043000000-E	SP	LOW PERMEABILITY GEOTEXTILE	1,050 SY		
0077	6048000000-E	SP	FLOATING TURBIDITY CURTAIN	40 SY		
0078	6069000000-E	1638	STILLING BASINS	33 CY		
0079	6071012000-E	SP	COIR FIBER WATTLE	3,200 LF		
0080	6071020000-E	SP	POLYACRYLAMIDE (PAM)	600 LB		
0081	6071030000-E	1640	COIR FIBER BAFFLE	4,600 LF		
0082	6071050000-E	SP	*** SKIMMER (1-1/2")	34 EA		
0083	6071050000-E	SP	*** SKIMMER (2")	2 EA		
0084	6084000000-E	1660	SEEDING & MULCHING	60 ACR		
0085	6087000000-E	1660	MOWING	18 ACR		
0086	6090000000-E	1661	SEED FOR REPAIR SEEDING	560 LB		
0087	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1.75 TON		
0088	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	1,525 LB		
0089	6108000000-E	1665	FERTILIZER TOPDRESSING	45.25 TON		
0090	6111000000-E	SP	IMPERVIOUS DIKE	50 LF		
0091	6114500000-N	1667	SPECIALIZED HAND MOWING	30 MHR		
0092	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	60 EA		
0093	6120000000-E	SP	CULVERT DIVERSION CHANNEL	90 CY		

County : Robeson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0128	6132000000-N	SP	GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	2 EA		

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**CULVERT ITEMS**


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0094	8126000000-N	414	CULVERT EXCAVATION, STA ***** (55+31.95 -L-)	Lump Sum	L.S.	
0095	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	107 TON		
0096	8245000000-E	425	REINFORCING STEEL (CULVERT)	42,510 LB		
0097	8590000000-E	876	RIP RAP, CLASS ** (I)	64 TON		
0098	8825000000-E	SP	GENERIC CULVERT ITEM CAST-IN-PLACE CONCRETE (4,500 PSI)	229.9 CY		

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**STRUCTURE ITEMS**


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0099	8091000000-N	410	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (PIER NO 1, 38+93.39 -L-)	Lump Sum	L.S.	
0100	8091000000-N	410	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (PIER NO 2, 38+93.39 -L-)	Lump Sum	L.S.	
0101	8112730000-N	450	PDA TESTING	7 EA		
0102	8217000000-E	425	REINFORCING STEEL (BRIDGE)	79,015 LB		
0103	8224000000-E	425	EPOXY COATED REINFORCING STEEL (BRIDGE)	12,688 LB		
0104	8364000000-E	450	HP12X53 STEEL PILES	3,700 LF		
0105	8385000000-E	450	PP ** X **** STEEL PILES (14 X 0.50)	1,800 LF		



County : Robeson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0106	8387000000-E	450	PP 18 X 0.50 GALVANIZED STEEL PILES	520 LF		
0107	8392000000-N	450	PIPE PILE PLATES	38 EA		
0108	8393000000-N	450	PILE REDRIVES	60 EA		
0109	8531000000-E	462	4" SLOPE PROTECTION	269 SY		
0110	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	623 TON		
0111	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	691 SY		
0112	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0113	8741000000-N	SP	STRUCTURE DRAINAGE SYSTEM AT STA***** (22+07.07 -L-)	Lump Sum	L.S.	
0114	8741000000-N	SP	STRUCTURE DRAINAGE SYSTEM AT STA***** (38+93.36 -L-)	Lump Sum	L.S.	
0115	8860000000-N	SP	GENERIC STRUCTURE ITEM APPLICATION OF BRIDGE COATING	Lump Sum	L.S.	
0116	8860000000-N	SP	GENERIC STRUCTURE ITEM APPROX 329,519 LBS STRUCTURAL STEEL	Lump Sum	L.S.	
0117	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING OF STRUCTURAL STEEL	Lump Sum	L.S.	
0118	8860000000-N	SP	GENERIC STRUCTURE ITEM SELF-LUBRICATING EXPANSION BEARING ASSEMBLIES	Lump Sum	L.S.	
0119	8867000000-E	SP	GENERIC STRUCTURE ITEM 4'-0" X 4'-6" P/S CONC BOX BEAMS	556.5 LF		
0120	8867000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE BALLAST CURB	222.6 LF		
0121	8867000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE PARAPET	260.8 LF		

County : Robeson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0122	8867000000-E	SP	GENERIC STRUCTURE ITEM STEEL HANDRAIL	300.2 LF		
0123	8881000000-E	SP	GENERIC STRUCTURE ITEM CAST-IN-PLACE CONCRETE (4,000 PSI)	611 CY		
0125	8881000000-E	SP	GENERIC STRUCTURE ITEM CAST-IN-PLAST CONCRETE (5,000 PSI)	94.8 CY		
0126	8893000000-E	SP	GENERIC STRUCTURE ITEM DAMPPROOFING	371.1 SY		
0127	8893000000-E	SP	GENERIC STRUCTURE ITEM WATERPROOFING	392.5 SY		

1525/Aug07/Q728694.5/D650034892000/E127

Total Amount Of Bid For Entire Project :

Vendor 1 of 5: C. M. LINDSAY & SONS, INC. (3726)  
Call Order 004 (Proposal: C203632)

### Bid Information

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**Proposal County:** ROBESON

**Vendor Address:** PO Box 1887  
Lumberton , NC , 28359

**Signature Check:** C.\_M.\_Lindsay\_Jr.\_3726

**Time Bid Received:** August 18, 2015 01:44 PM

**Amendment Count:** 1

**Bid Checksum:** 61D2491B

**Bid Total:** \$10,234,578.30

**Items Total:** \$10,234,578.30

**Time Total:** \$0.00

**Bidding Errors:**

DBE Warning : MBE Warning: MBE Commitment Goal not met

MBE Goal Set 5.0%

MBE Goal Obt. 3.8%

WBE Goal Set 5.0%

WBE Goal Obt. 5.0%

Vendor 1 of 5: C. M. LINDSAY & SONS, INC. (3726)  
Call Order 004 (Proposal: C203632)

Bid Bond Information

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<b>Projects:</b>	<b>Bond Maximum:</b>
<b>Counties:</b>	<b>State of Incorporation:</b>
<b>Bond ID:</b> XWJL-5KVK-1FMT-2VXA	<b>Agency Execution Date:</b> 8/18/2015
<b>Paid by Check:</b> No	<b>Surety Name:</b> SurePathNetwork
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> Berkley Insurance Company

Bidder 4 of 5

Vendor 3726's Bid Information for Call 004, Letting L150818, 08/18/15

C. M. Lindsay & Sons, Inc. (3726)  
 Call Order 004 (Proposal ID C203632)

## LIST OF MBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
7099 MB	LOCKLEAR CONTRACTING INC 469 LONNIE FARM ROAD , PEMBROKE, NC 28372		Sub 372,735.45	Committed
2676 MB	PAUL D. WILLIAMS DBA PAUL D. WI POST OFFICE BOX 1385 , DUNN, NC 28335		Sub 13,706.00	Committed
			TOTAL: \$386,441.45	
			3.78%	

Vendor 3726's Bid Information for Call 004, Letting L150818, 08/18/15

C. M. Lindsay & Sons, Inc. (3726)  
 Call Order 004 (Proposal ID C203632)

## LIST OF WBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
3346 WB	LINEBERRY, INC. POST OFFICE BOX 307 , CLIMAX, NC 27233		Sub 483,175.50	Committed
4898 WB	BULLINGTON CONSTRUCTION INC 417 FOXGLOVE LANE , INDIAN TRAIL, NC 28079		Sub 63,042.00	Committed
3080 WB	CURTIN TRUCKING & DRAINAGE, INC POST OFFICE BOX 38220 , CHARLOTTE, NC 282781003		Sub 12,192.00	Committed
			TOTAL: \$558,409.50	
			5.46%	

Vendor 3726's Bid Information for Call 004, Letting L150818, 08/18/15

C. M. Lindsay & Sons, Inc. (3726)  
 Call Order 004 (Proposal ID C203632)

## Miscellaneous Data Info - Contractor Responses:

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## 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

Bidder 1 of 5

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:

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BondID: XWJL-5KVK-1FMT-2VXA  
Surety Registry Agency: SurePathNetwork  
Verified?: Yes  
Surety Agency: Berkley Insurance Company  
Bond Execution Date: 8/18/2015  
Bond Amount: \$511,728.91 (Five Percent of Bid)

State of NC  
Dept of Transportation

Date: 07-20-15  
Revised: 08-07-15

Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	505,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	98,000.00
0003	0001000000-E CLEARING & GRUBBING .. ACRE(S)	LUMP	LUMP	543,400.00
0004	0008000000-E SUPPLEMENTARY CLEARING & GRUB-BING	3.000 ACR	4,500.00000	13,500.00
0005	0022000000-E UNCLASSIFIED EXCAVATION	61,500.000 CY	5.35000	329,025.00
0006	0036000000-E UNDERCUT EXCAVATION	16,000.000 CY	5.70000	91,200.00
0007	0106000000-E BORROW EXCAVATION	289,100.000 CY	7.65000	2,211,615.00
0008	0127000000-N EMBANKMENT SETTLEMENT GAUGES	12.000 EA	1,250.00000	15,000.00
0009	0134000000-E DRAINAGE DITCH EXCAVATION	620.000 CY	4.50000	2,790.00
0010	0156000000-E REMOVAL OF EXISTING ASPHALT PAVEMENT	80.000 SY	4.00000	320.00
0011	0192000000-N PROOF ROLLING	11.000 HR	400.00000	4,400.00

State of NC  
Dept of Transportation

Date: 07-20-15  
Revised: 08-07-15

Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0012	0196000000-E GEOTEXTILE FOR SOIL STABILIZA-TION SY	10,200.000	1.58000	16,116.00
0013	0199000000-E TEMPORARY SHORING SF	790.000	46.00000	36,340.00
0014	0248000000-N GENERIC GRADING ITEM PREPARATION OF EXISTING GROUND LUMP	LUMP	LUMP	58,000.00
0015	0255000000-E GENERIC GRADING ITEM SURGE STONE TON	35,000.000	40.00000	1,400,000.00
0016	0314000000-E SELECT MATERIAL, CLASS ***** (VI) TON	3,000.000	32.00000	96,000.00
0017	0318000000-E FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES TON	70.000	40.00000	2,800.00
0018	0320000000-E FOUNDATION CONDITIONING GEO- TEXTILE SY	200.000	2.25000	450.00
0019	0378000000-E 24" RC PIPE CULVERTS, CLASS III LF	32.000	48.00000	1,536.00
0020	0450000000-E ****" RC PIPE CULVERTS, CLASS ** (UNDER RR) (36", V) LF	326.000	88.00000	28,688.00
0021	0450000000-E ****" RC PIPE CULVERTS, CLASS ** (UNDER RR) (42", V) LF	92.000	108.00000	9,936.00
0022	0450000000-E ****" RC PIPE CULVERTS, CLASS ** (UNDER RR) (48", V) LF	68.000	134.00000	9,112.00
0023	0450000000-E ****" RC PIPE CULVERTS, CLASS ** (UNDER RR) (60", V) LF	80.000	249.00000	19,920.00



State of NC  
Dept of Transportation

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Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0024	0986000000-E GENERIC PIPE ITEM 36" WELDED STEEL PIPE, 0.532" THICK, GRADE B IN SOIL	39.000 LF	420.00000	16,380.00
0025	0986000000-E GENERIC PIPE ITEM 36" WELDED STEEL PIPE, 0.532" THICK, GRADE B NOT IN SOIL	39.000 LF	420.00000	16,380.00
0026	1011000000-N FINE GRADING	LUMP	LUMP	75,000.00
0027	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	30.000 TON	225.00000	6,750.00
0028	1575000000-E ASPHALT BINDER FOR PLANT MIX	5.000 TON	500.00000	2,500.00
0029	2000000000-N RIGHT OF WAY MARKERS	58.000 EA	150.00000	8,700.00
0030	2209000000-E ENDWALLS	48.200 CY	875.00000	42,175.00
0031	2220000000-E REINFORCED ENDWALLS	11.200 CY	875.00000	9,800.00
0032	3628000000-E RIP RAP, CLASS I	552.000 TON	55.00000	30,360.00
0033	3656000000-E GEOTEXTILE FOR DRAINAGE	2,390.000 SY	2.25000	5,377.50
0034	3804000000-E AGGREGATE BASE COURSE (SUB- BALLAST)	14,400.000 TON	21.50000	309,600.00

State of NC  
Dept of Transportation

Date: 07-20-15  
Revised: 08-07-15

Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0035	4400000000-E WORK ZONE SIGNS (STATIONARY)	80.000	6.25000	500.00
		SF		
0036	4405000000-E WORK ZONE SIGNS (PORTABLE)	160.000	9.85000	1,576.00
		SF		
0037	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	20.000	6.90000	138.00
		SF		
0038	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	2.000	10,650.00000	21,300.00
		EA		
0039	4430000000-N DRUMS	50.000	50.00000	2,500.00
		EA		
0040	4435000000-N CONES	50.000	26.00000	1,300.00
		EA		
0041	4445000000-E BARRICADES (TYPE III)	48.000	19.00000	912.00
		LF		
0042	4450000000-N FLAGGER	320.000	30.00000	9,600.00
		HR		
0043	4465000000-N TEMPORARY CRASH CUSHIONS	2.000	5,400.00000	10,800.00
		EA		
0044	4485000000-E PORTABLE CONCRETE BARRIER	508.000	24.00000	12,192.00
		LF		
0045	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	4.000	200.00000	800.00
		EA		
0046	4810000000-E PAINT PAVEMENT MARKING LINES (4")	2,840.000	0.72000	2,044.80
		LF		

State of NC  
Dept of Transportation

Date: 07-20-15  
Revised: 08-07-15

Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0047	5325600000-E 6" WATER LINE	601.000 LF	55.00000	33,055.00
0048	5326200000-E 12" WATER LINE	761.000 LF	76.00000	57,836.00
0049	5538000000-E 4" VALVE	1.000 EA	725.00000	725.00
0050	5540000000-E 6" VALVE	3.000 EA	950.00000	2,850.00
0051	5558000000-E 12" VALVE	2.000 EA	2,340.00000	4,680.00
0052	5648000000-N RELOCATE WATER METER	1.000 EA	900.00000	900.00
0053	5672000000-N RELOCATE FIRE HYDRANT	2.000 EA	3,200.00000	6,400.00
0054	5685000000-E 12" LINE STOP WITH BYPASS	4.000 EA	13,500.00000	54,000.00
0055	5709200000-E 4" FORCE MAIN SEWER	173.000 LF	55.00000	9,515.00
0056	5798000000-E ABANDON **" UTILITY PIPE (4")	171.000 LF	5.00000	855.00
0057	5800000000-E ABANDON 6" UTILITY PIPE	480.000 LF	6.00000	2,880.00
0058	5804000000-E ABANDON 12" UTILITY PIPE	561.000 LF	10.00000	5,610.00

State of NC  
Dept of Transportation

Date: 07-20-15  
Revised: 08-07-15

Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0059	5835000000-E *** ENCASEMENT PIPE (10")	100.000 LF	64.00000	6,400.00
0060	5835000000-E *** ENCASEMENT PIPE (14")	100.000 LF	74.00000	7,400.00
0061	5835000000-E *** ENCASEMENT PIPE (22")	91.000 LF	106.00000	9,646.00
0062	6000000000-E TEMPORARY SILT FENCE	15,800.000 LF	1.98000	31,284.00
0063	6006000000-E STONE FOR EROSION CONTROL, CLASS A	150.000 TON	42.50000	6,375.00
0064	6009000000-E STONE FOR EROSION CONTROL, CLASS B	3,700.000 TON	43.50000	160,950.00
0065	6012000000-E SEDIMENT CONTROL STONE	1,650.000 TON	37.50000	61,875.00
0066	6015000000-E TEMPORARY MULCHING	42.000 ACR	550.00000	23,100.00
0067	6018000000-E SEED FOR TEMPORARY SEEDING	3,000.000 LB	3.00000	9,000.00
0068	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	15.000 TON	1,200.00000	18,000.00
0069	6024000000-E TEMPORARY SLOPE DRAINS	5,000.000 LF	12.00000	60,000.00
0070	6029000000-E SAFETY FENCE	2,200.000 LF	1.86000	4,092.00

State of NC  
Dept of Transportation

Date: 07-20-15  
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Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0071	6030000000-E SILT EXCAVATION	13,600.000 CY	1.00000	13,600.00
0072	6036000000-E MATTING FOR EROSION CONTROL	70,000.000 SY	1.25000	87,500.00
0073	6037000000-E COIR FIBER MAT	335.000 SY	2.95000	988.25
0074	6038000000-E PERMANENT SOIL REINFORCEMENT MAT	13,925.000 SY	4.95000	68,928.75
0075	6042000000-E 1/4" HARDWARE CLOTH	200.000 LF	3.80000	760.00
0076	6043000000-E LOW PERMEABILITY GEOTEXTILE	1,050.000 SY	3.00000	3,150.00
0077	6048000000-E FLOATING TURBIDITY CURTAIN	40.000 SY	55.00000	2,200.00
0078	6069000000-E STILLING BASINS	33.000 CY	50.00000	1,650.00
0079	6071012000-E COIR FIBER WATTLE	3,200.000 LF	9.60000	30,720.00
0080	6071020000-E POLYACRYLAM IDE (PAM)	600.000 LB	8.75000	5,250.00
0081	6071030000-E COIR FIBER BAFFLE	4,600.000 LF	5.25000	24,150.00
0082	6071050000-E *** SKIMMER (1-1/2")	34.000 EA	800.00000	27,200.00

State of NC  
Dept of Transportation

Date: 07-20-15  
Revised: 08-07-15

Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0083	6071050000-E *** SKIMMER (2")	2.000 EA	1,000.00000	2,000.00
0084	6084000000-E SEEDING & MULCHING	60.000 ACR	2,350.00000	141,000.00
0085	6087000000-E MOWING	18.000 ACR	75.00000	1,350.00
0086	6090000000-E SEED FOR REPAIR SEEDING	560.000 LB	10.00000	5,600.00
0087	6093000000-E FERTILIZER FOR REPAIR SEEDING	1.750 TON	1,200.00000	2,100.00
0088	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	1,525.000 LB	3.85000	5,871.25
0089	6108000000-E FERTILIZER TOPDRESSING	45.250 TON	625.00000	28,281.25
0090	6111000000-E IMPERVIOUS DIKE	50.000 LF	50.00000	2,500.00
0091	6114500000-N SPECIALIZED HAND MOWING	30.000 MHR	45.00000	1,350.00
0092	6117000000-N RESPONSE FOR EROSION CONTROL	60.000 EA	300.00000	18,000.00
0093	6120000000-E CULVERT DIVERSION CHANNEL	90.000 CY	25.00000	2,250.00

State of NC  
Dept of Transportation

Date: 07-20-15  
Revised: 08-07-15

Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0128	6132000000-N GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	2.000 EA	2,500.00000	5,000.00
Section 0001 Total				7,138,660.80

Section 0002 CULVERT ITEMS

Alt Group

0094	8126000000-N CULVERT EXCAVATION, STA ***** (55+31.95 -L-)	LUMP	LUMP	11,500.00
0095	8133000000-E FOUNDATION CONDITIONING MATER-IAL, BOX CULVERT	107.000 TON	50.00000	5,350.00
0096	8245000000-E REINFORCING STEEL (CULVERT)	42,510.000 LB	1.00000	42,510.00
0097	8590000000-E RIP RAP, CLASS ** (I)	64.000 TON	55.00000	3,520.00
0098	8825000000-E GENERIC CULVERT ITEM CAST-IN-PLACE CONCRETE (4,500 PSI)	229.900 CY	625.00000	143,687.50
Section 0002 Total				206,567.50

Section 0004 STRUCTURE ITEMS

Alt Group

0099	8091000000-N FOUNDATION EXCAVATION FOR BENT** AT STATION ***** (PIER NO 1, 38+93.39 -L-)	LUMP	LUMP	40,000.00
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State of NC  
Dept of Transportation

Date: 07-20-15  
Revised: 08-07-15

Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0100	8091000000-N FOUNDATION EXCAVATION FOR BENT** AT STATION ***** (PIER NO 2, 38+93.39 -L-)	LUMP	LUMP	40,000.00
0101	8112730000-N PDA TESTING	7.000 EA	4,000.00000	28,000.00
0102	8217000000-E REINFORCING STEEL (BRIDGE)	79,015.000 LB	0.84000	66,372.60
0103	8224000000-E EPOXY COATED REINFORCING STEEL (BRIDGE)	12,688.000 LB	1.00000	12,688.00
0104	8364000000-E HP12X53 STEEL PILES	3,700.000 LF	40.00000	148,000.00
0105	8385000000-E PP ** X **** STEEL PILES (14 X 0.50)	1,800.000 LF	56.00000	100,800.00
0106	8387000000-E PP 18 X 0.50 GALVANIZED STEEL PILES	520.000 LF	105.00000	54,600.00
0107	8392000000-N PIPE PILE PLATES	38.000 EA	120.00000	4,560.00
0108	8393000000-N PILE REDRIVES	60.000 EA	50.00000	3,000.00
0109	8531000000-E 4" SLOPE PROTECTION	269.000 SY	90.00000	24,210.00
0110	8608000000-E RIP RAP CLASS II (2'-0" THICK)	623.000 TON	73.00000	45,479.00



State of NC  
Dept of Transportation

Date: 07-20-15  
Revised: 08-07-15

Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0111	8622000000-E GEOTEXTILE FOR DRAINAGE	691.000 SY	2.00000	1,382.00
0112	8657000000-N ELASTOMERIC BEARINGS	LUMP	LUMP	7,500.00
0113	8741000000-N STRUCTURE DRAINAGE SYSTEM AT STA***** (22+07.07 -L-)	LUMP	LUMP	8,500.00
0114	8741000000-N STRUCTURE DRAINAGE SYSTEM AT STA***** (38+93.36 -L-)	LUMP	LUMP	90,000.00
0115	8860000000-N GENERIC STRUCTURE ITEM APPLICATION OF BRIDGE COATING	LUMP	LUMP	30,000.00
0116	8860000000-N GENERIC STRUCTURE ITEM APPROX 329,519 LBS STRUCTURAL STEEL	LUMP	LUMP	820,000.00
0117	8860000000-N GENERIC STRUCTURE ITEM PAINTING OF STRUCTURAL STEEL	LUMP	LUMP	60,000.00
0118	8860000000-N GENERIC STRUCTURE ITEM SELF-LUBRICATING EXPANSION BEARING ASSEMBLIES	LUMP	LUMP	80,000.00
0119	8867000000-E GENERIC STRUCTURE ITEM 4'-0" X 4'-6" P/S CONC BOX BEAMS	556.500 LF	800.00000	445,200.00
0120	8867000000-E GENERIC STRUCTURE ITEM CONCRETE BALLAST CURB	222.600 LF	95.00000	21,147.00

State of NC  
Dept of Transportation

Date: 07-20-15  
Revised: 08-07-15

Contract ID: C203632

Project(s): STATE FUNDED

Letting Date: 08-18-15 Call Order: 004

Bidder: 3726 - C. M. Lindsay & Sons, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0121	8867000000-E GENERIC STRUCTURE ITEM CONCRETE PARAPET	260.800 LF	188.00000	49,030.40
0122	8867000000-E GENERIC STRUCTURE ITEM STEEL HANDRAIL	300.200 LF	210.00000	63,042.00
0123	8881000000-E GENERIC STRUCTURE ITEM CAST-IN-PLACE CONCRETE (4,000 PSI)	611.000 CY	670.00000	409,370.00
0125	8881000000-E GENERIC STRUCTURE ITEM CAST-IN-PLAST CONCRETE (5,000 PSI)	94.800 CY	1,780.00000	168,744.00
0126	8893000000-E GENERIC STRUCTURE ITEM DAMPPROOFING	371.100 SY	100.00000	37,110.00
0127	8893000000-E GENERIC STRUCTURE ITEM WATERPROOFING	392.500 SY	78.00000	30,615.00
	Section 0004 Total			2,889,350.00
	Bid Total			10,234,578.30

## 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.

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
MBE COMMITMENT ITEMS

DATE: 07-20-15  
PAGE: 15

PROPOSAL: C203632  
 LETTING: L150818                      CALL: 004  
 VENDOR: 3726    C. M. Lindsay & Sons, Inc.

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
-----						
MBE SUBCONTRACTOR: 7099 LOCKLEAR CONTRACTING INC						
Will Use Quote: Yes						
0017	03180000000-E	FND CONDIT M	TON	70.000	40.00000	2800.00
0018	03200000000-E	FND CONDIT G	SY	200.000	2.25000	450.00
0019	03780000000-E	24" RC PIPE	LF	32.000	48.00000	1536.00
0020	04500000000-E	***" RC PIPE	LF	326.000	88.00000	28688.00
0021	04500000000-E	***" RC PIPE	LF	92.000	108.00000	9936.00
0022	04500000000-E	***" RC PIPE	LF	68.000	134.00000	9112.00
0023	04500000000-E	***" RC PIPE	LF	80.000	249.00000	19920.00
0024	09860000000-E	GENERIC PIPE	LF	39.000	420.00000	16380.00
0025	09860000000-E	GENERIC PIPE	LF	39.000	420.00000	16380.00
0030	22090000000-E	ENDWALLS	CY	48.200	875.00000	42175.00
0031	22200000000-E	REINFORCED E	CY	11.200	875.00000	9800.00
0047	53256000000-E	6" WATER LIN	LF	601.000	55.00000	33055.00
0048	53262000000-E	12" WATER LI	LF	761.000	76.00000	57836.00
0049	55380000000-E	4" VALVE	EA	1.000	725.00000	725.00
0050	55400000000-E	6" VALVE	EA	3.000	950.00000	2850.00
0051	55580000000-E	12" VALVE	EA	2.000	2340.00000	4680.00
0052	56480000000-N	RELOCATE WAT	EA	1.000	900.00000	900.00
0053	56720000000-N	RELOCATE FIR	EA	2.000	3200.00000	6400.00
0054	56850000000-E	12" LINE STO	EA	4.000	13500.00000	54000.00
0055	57092000000-E	4" FORCE MAI	LF	173.000	25.00000	4325.00
0057	58000000000-E	ABANDON 6" U	LF	480.000	6.00000	2880.00
0058	58040000000-E	ABANDON 12"	LF	561.000	10.00000	5610.00
0056	57980000000-E	ABANDON **"	LF	171.000	5.00000	855.00
0059	58350000000-E	**" ENCASEME	LF	100.000	64.00000	6400.00
0060	58350000000-E	**" ENCASEME	LF	100.000	74.00000	7400.00
0061	58350000000-E	**" ENCASEME	LF	91.000	106.00000	9646.00
0001	00001000000-N	MOBILIZATION	LS	1.000	17996.45000	17996.45

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 MBE COMMITMENT TOTAL FOR SUBCONTRACTOR:                      372,735.45 Committed

MBE SUBCONTRACTOR: 2676 PAUL D. WILLIAMS DBA PAUL D. WILLIAMS HAULING  
 Will Use Quote: Yes

0110	86080000000-E	RIP RAP II (	TON	623.000	22.00000	13706.00
S. T. WOOTEN						

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 MBE COMMITMENT TOTAL FOR SUBCONTRACTOR:                      13,706.00 Committed

TOTAL MBE COMMITMENT FOR VENDOR:                      Entered:                      3.78% or                      386441.45  
    Required:                      5.00% or                      511728.91  
    <GOAL NOT MET>

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
WBE COMMITMENT ITEMS

DATE: 07-20-15  
PAGE: 16

PROPOSAL: C203632  
 LETTING: L150818                      CALL: 004  
 VENDOR: 3726    C. M. Lindsay & Sons, Inc.

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
-----						
WBE SUBCONTRACTOR: 3346 LINEBERRY, INC.						
Will Use Quote: Yes						
0062	6000000000-E	TEMPORARY SI	LF	15800.000	1.98000	31284.00
0066	6015000000-E	TEMPORARY MU	ACR	42.000	550.00000	23100.00
0067	6018000000-E	SEED FOR TEM	LB	3000.000	3.00000	9000.00
0068	6021000000-E	FERT FOR TEM	TON	15.000	1200.00000	18000.00
0070	6029000000-E	SAFETY FENCE	LF	2200.000	1.86000	4092.00
0072	6036000000-E	MATting FOR	SY	70000.000	1.25000	87500.00
0073	6037000000-E	COIR FIBER M	SY	335.000	2.95000	988.25
0074	6038000000-E	PERM SOIL RE	SY	13925.000	4.95000	68928.75
0075	6042000000-E	1/4" HARDWAR	LF	200.000	3.80000	760.00
0079	6071012000-E	COIR FIBER W	LF	3200.000	9.60000	30720.00
0080	6071020000-E	POLYACRYLAMI	LB	600.000	8.75000	5250.00
0081	6071030000-E	COIR FIBER B	LF	4600.000		
0084	6084000000-E	SEEDING AND	ACR	60.000	2350.00000	141000.00
0085	6087000000-E	MOWING	ACR	18.000	75.00000	1350.00
0086	6090000000-E	SEED FOR REP	LB	560.000	10.00000	5600.00
0087	6093000000-E	FERT FOR REP	TON	1.750	1200.00000	2100.00
0088	6096000000-E	SEED FOR SUP	LB	1525.000	3.85000	5871.25
0089	6108000000-E	FERTILIZER T	TON	45.250	625.00000	28281.25
0091	6114500000-N	SPECIALIZED	MHR	30.000	45.00000	1350.00
0092	6117000000-N	RESPONSE FOR	EA	60.000	300.00000	18000.00

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

483,175.50 Committed

WBE SUBCONTRACTOR: 4898 BULLINGTON CONSTRUCTION INC  
 Will Use Quote: Yes

0122	8867000000-E	GENERIC STRU	LF	300.200	210.00000	63042.00
S.T. WOOTEN						

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

63,042.00 Committed

WBE SUBCONTRACTOR: 3080 CURTIN TRUCKING & DRAINAGE, INC.  
 Will Use Quote: Yes

0044	4485000000-E	PORT CONC BA	LF	508.000	24.00000	12192.00
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WBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

12,192.00 Committed

TOTAL WBE COMMITMENT FOR VENDOR:	Entered:	5.46% or	558409.50
	Required:	5.00% or	511728.91
		<GOAL MET>	

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

DBE Warning : MBE Warning: MBE Commitment Goal not met

This Bid contains 1 amendment files

00001 08-10-15 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 C203632

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	505,000.00	505,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	98,000.00	98,000.00
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum LS	543,400.00	543,400.00
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	3 ACR	4,500.00	13,500.00
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	61,500 CY	5.35	329,025.00
0006	0036000000-E	225	UNDERCUT EXCAVATION	16,000 CY	5.70	91,200.00
0007	0106000000-E	230	BORROW EXCAVATION	289,100 CY	7.65	2,211,615.00
0008	0127000000-N	SP	EMBANKMENT SETTLEMENT GAUGES	12 EA	1,250.00	15,000.00
0009	0134000000-E	240	DRAINAGE DITCH EXCAVATION	620 CY	4.50	2,790.00
0010	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	80 SY	4.00	320.00
0011	0192000000-N	260	PROOF ROLLING	11 HR	400.00	4,400.00
0012	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	10,200 SY	1.58	16,116.00
0013	0199000000-E	SP	TEMPORARY SHORING	790 SF	46.00	36,340.00
0014	0248000000-N	SP	GENERIC GRADING ITEM PREPARATION OF EXISTING GROUND	Lump Sum LS	58,000.00	58,000.00
0015	0255000000-E	SP	GENERIC GRADING ITEM SURGE STONE	35,000 TON	40.00	1,400,000.00
0016	0314000000-E	SP	SELECT MATERIAL, CLASS ***** (VI)	3,000 TON	32.00	96,000.00
0017	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	70 TON	40.00	2,800.00
0018	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	200 SY	2.25	450.00
0019	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	32 LF	48.00	1,536.00



## Contract Item Sheets For C203632

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0020	0450000000-E	SP	**** RC PIPE CULVERTS, CLASS ** (UNDER RR) (36", V)	326 LF	88.00	28,688.00
0021	0450000000-E	SP	**** RC PIPE CULVERTS, CLASS ** (UNDER RR) (42", V)	92 LF	108.00	9,936.00
0022	0450000000-E	SP	**** RC PIPE CULVERTS, CLASS ** (UNDER RR) (48", V)	68 LF	134.00	9,112.00
0023	0450000000-E	SP	**** RC PIPE CULVERTS, CLASS ** (UNDER RR) (60", V)	80 LF	249.00	19,920.00
0024	0986000000-E	SP	GENERIC PIPE ITEM 36" WELDED STEEL PIPE, 0.532" THICK, GRADE B IN SOIL	39 LF	420.00	16,380.00
0025	0986000000-E	SP	GENERIC PIPE ITEM 36" WELDED STEEL PIPE, 0.532" THICK, GRADE B NOT IN SOIL	39 LF	420.00	16,380.00
0026	1011000000-N	500	FINE GRADING	Lump Sum LS	75,000.00	75,000.00
0027	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	30 TON	225.00	6,750.00
0028	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	5 TON	500.00	2,500.00
0029	2000000000-N	806	RIGHT OF WAY MARKERS	58 EA	150.00	8,700.00
0030	2209000000-E	838	ENDWALLS	48.2 CY	875.00	42,175.00
0031	2220000000-E	838	REINFORCED ENDWALLS	11.2 CY	875.00	9,800.00
0032	3628000000-E	876	RIP RAP, CLASS I	552 TON	55.00	30,360.00
0033	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	2,390 SY	2.25	5,377.50
0034	3804000000-E	SP	AGGREGATE BASE COURSE (SUB- BALLAST)	14,400 TON	21.50	309,600.00
0035	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	80 SF	6.25	500.00
0036	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	160 SF	9.85	1,576.00

## Contract Item Sheets For C203632

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0037	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	20 SF	6.90	138.00
0038	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	10,650.00	21,300.00
0039	4430000000-N	1130	DRUMS	50 EA	50.00	2,500.00
0040	4435000000-N	1135	CONES	50 EA	26.00	1,300.00
0041	4445000000-E	1145	BARRICADES (TYPE III)	48 LF	19.00	912.00
0042	4450000000-N	1150	FLAGGER	320 HR	30.00	9,600.00
0043	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	2 EA	5,400.00	10,800.00
0044	4485000000-E	1170	PORTABLE CONCRETE BARRIER	508 LF	24.00	12,192.00
0045	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	4 EA	200.00	800.00
0046	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	2,840 LF	0.72	2,044.80
0047	5325600000-E	1510	6" WATER LINE	601 LF	55.00	33,055.00
0048	5326200000-E	1510	12" WATER LINE	761 LF	76.00	57,836.00
0049	5538000000-E	1515	4" VALVE	1 EA	725.00	725.00
0050	5540000000-E	1515	6" VALVE	3 EA	950.00	2,850.00
0051	5558000000-E	1515	12" VALVE	2 EA	2,340.00	4,680.00
0052	5648000000-N	1515	RELOCATE WATER METER	1 EA	900.00	900.00
0053	5672000000-N	1515	RELOCATE FIRE HYDRANT	2 EA	3,200.00	6,400.00
0054	5685000000-E	1515	12" LINE STOP WITH BYPASS	4 EA	13,500.00	54,000.00
0055	5709200000-E	1520	4" FORCE MAIN SEWER	173 LF	55.00	9,515.00
0056	5798000000-E	1530	ABANDON *** UTILITY PIPE (4")	171 LF	5.00	855.00

## Contract Item Sheets For C203632

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0057	5800000000-E	1530	ABANDON 6" UTILITY PIPE	480 LF	6.00	2,880.00
0058	5804000000-E	1530	ABANDON 12" UTILITY PIPE	561 LF	10.00	5,610.00
0059	5835000000-E	1540	***I ENCASEMENT PIPE (10")	100 LF	64.00	6,400.00
0060	5835000000-E	1540	***I ENCASEMENT PIPE (14")	100 LF	74.00	7,400.00
0061	5835000000-E	1540	***I ENCASEMENT PIPE (22")	91 LF	106.00	9,646.00
0062	6000000000-E	1605	TEMPORARY SILT FENCE	15,800 LF	1.98	31,284.00
0063	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	150 TON	42.50	6,375.00
0064	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	3,700 TON	43.50	160,950.00
0065	6012000000-E	1610	SEDIMENT CONTROL STONE	1,650 TON	37.50	61,875.00
0066	6015000000-E	1615	TEMPORARY MULCHING	42 ACR	550.00	23,100.00
0067	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	3,000 LB	3.00	9,000.00
0068	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED-ING	15 TON	1,200.00	18,000.00
0069	6024000000-E	1622	TEMPORARY SLOPE DRAINS	5,000 LF	12.00	60,000.00
0070	6029000000-E	SP	SAFETY FENCE	2,200 LF	1.86	4,092.00
0071	6030000000-E	1630	SILT EXCAVATION	13,600 CY	1.00	13,600.00
0072	6036000000-E	1631	MATTING FOR EROSION CONTROL	70,000 SY	1.25	87,500.00
0073	6037000000-E	SP	COIR FIBER MAT	335 SY	2.95	988.25
0074	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	13,925 SY	4.95	68,928.75
0075	6042000000-E	1632	1/4" HARDWARE CLOTH	200 LF	3.80	760.00

## Contract Item Sheets For C203632

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0076	6043000000-E	SP	LOW PERMEABILITY GEOTEXTILE	1,050 SY	3.00	3,150.00
0077	6048000000-E	SP	FLOATING TURBIDITY CURTAIN	40 SY	55.00	2,200.00
0078	6069000000-E	1638	STILLING BASINS	33 CY	50.00	1,650.00
0079	6071012000-E	SP	COIR FIBER WATTLE	3,200 LF	9.60	30,720.00
0080	6071020000-E	SP	POLYACRYLAMIDE (PAM)	600 LB	8.75	5,250.00
0081	6071030000-E	1640	COIR FIBER BAFFLE	4,600 LF	5.25	24,150.00
0082	6071050000-E	SP	*** SKIMMER (1-1/2")	34 EA	800.00	27,200.00
0083	6071050000-E	SP	*** SKIMMER (2")	2 EA	1,000.00	2,000.00
0084	6084000000-E	1660	SEEDING & MULCHING	60 ACR	2,350.00	141,000.00
0085	6087000000-E	1660	MOWING	18 ACR	75.00	1,350.00
0086	6090000000-E	1661	SEED FOR REPAIR SEEDING	560 LB	10.00	5,600.00
0087	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1.75 TON	1,200.00	2,100.00
0088	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	1,525 LB	3.85	5,871.25
0089	6108000000-E	1665	FERTILIZER TOPDRESSING	45.25 TON	625.00	28,281.25
0090	6111000000-E	SP	IMPERVIOUS DIKE	50 LF	50.00	2,500.00
0091	6114500000-N	1667	SPECIALIZED HAND MOWING	30 MHR	45.00	1,350.00
0092	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	60 EA	300.00	18,000.00
0093	6120000000-E	SP	CULVERT DIVERSION CHANNEL	90 CY	25.00	2,250.00
0128	6132000000-N	SP	GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	2 EA	2,500.00	5,000.00

## Contract Item Sheets For C203632

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0094	8126000000-N	414	CULVERT EXCAVATION, STA ***** (55+31.95 -L-)	Lump Sum LS	11,500.00	11,500.00
0095	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	107 TON	50.00	5,350.00
0096	8245000000-E	425	REINFORCING STEEL (CULVERT)	42,510 LB	1.00	42,510.00
0097	8590000000-E	876	RIP RAP, CLASS ** (I)	64 TON	55.00	3,520.00
0098	8825000000-E	SP	GENERIC CULVERT ITEM CAST-IN-PLACE CONCRETE (4,500 PSI)	229.9 CY	625.00	143,687.50

## Contract Item Sheets For C203632

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0099	8091000000-N	410	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (PIER NO 1, 38+93.39 -L-)	Lump Sum LS	40,000.00	40,000.00
0100	8091000000-N	410	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (PIER NO 2, 38+93.39 -L-)	Lump Sum LS	40,000.00	40,000.00
0101	8112730000-N	450	PDA TESTING	7 EA	4,000.00	28,000.00
0102	8217000000-E	425	REINFORCING STEEL (BRIDGE)	79,015 LB	0.84	66,372.60
0103	8224000000-E	425	EPOXY COATED REINFORCING STEEL (BRIDGE)	12,688 LB	1.00	12,688.00
0104	8364000000-E	450	HP12X53 STEEL PILES	3,700 LF	40.00	148,000.00
0105	8385000000-E	450	PP ** X **** STEEL PILES (14 X 0.50)	1,800 LF	56.00	100,800.00
0106	8387000000-E	450	PP 18 X 0.50 GALVANIZED STEEL PILES	520 LF	105.00	54,600.00
0107	8392000000-N	450	PIPE PILE PLATES	38 EA	120.00	4,560.00
0108	8393000000-N	450	PILE REDRIVES	60 EA	50.00	3,000.00
0109	8531000000-E	462	4" SLOPE PROTECTION	269 SY	90.00	24,210.00
0110	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	623 TON	73.00	45,479.00
0111	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	691 SY	2.00	1,382.00
0112	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum LS	7,500.00	7,500.00
0113	8741000000-N	SP	STRUCTURE DRAINAGE SYSTEM AT STA***** (22+07.07 -L-)	Lump Sum LS	8,500.00	8,500.00
0114	8741000000-N	SP	STRUCTURE DRAINAGE SYSTEM AT STA***** (38+93.36 -L-)	Lump Sum LS	90,000.00	90,000.00
0115	8860000000-N	SP	GENERIC STRUCTURE ITEM APPLICATION OF BRIDGE COATING	Lump Sum LS	30,000.00	30,000.00

## Contract Item Sheets For C203632

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0116	8860000000-N	SP	GENERIC STRUCTURE ITEM APPROX 329,519 LBS STRUCTURAL STEEL	Lump Sum LS	820,000.00	820,000.00
0117	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING OF STRUCTURAL STEEL	Lump Sum LS	60,000.00	60,000.00
0118	8860000000-N	SP	GENERIC STRUCTURE ITEM SELF-LUBRICATING EXPANSION BEARING ASSEMBLIES	Lump Sum LS	80,000.00	80,000.00
0119	8867000000-E	SP	GENERIC STRUCTURE ITEM 4'-0" X 4'-6" P/S CONC BOX BEAMS	556.5 LF	800.00	445,200.00
0120	8867000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE BALLAST CURB	222.6 LF	95.00	21,147.00
0121	8867000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE PARAPET	260.8 LF	188.00	49,030.40
0122	8867000000-E	SP	GENERIC STRUCTURE ITEM STEEL HANDRAIL	300.2 LF	210.00	63,042.00
0123	8881000000-E	SP	GENERIC STRUCTURE ITEM CAST-IN-PLACE CONCRETE (4,000 PSI)	611 CY	670.00	409,370.00
0125	8881000000-E	SP	GENERIC STRUCTURE ITEM CAST-IN-PLAST CONCRETE (5,000 PSI)	94.8 CY	1,780.00	168,744.00
0126	8893000000-E	SP	GENERIC STRUCTURE ITEM DAMPPROOFING	371.1 SY	100.00	37,110.00
0127	8893000000-E	SP	GENERIC STRUCTURE ITEM WATERPROOFING	392.5 SY	78.00	30,615.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$10,234,578.30

Contract No. C203632

Rev. 5-19-11

County Robeson

**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**

C. M. LINDSAY & SONS, INC.

Full name of Corporation

P. O. Box 1887, Lumberton, NC 28359

Address as Prequalified

Attest

Debra L. Arnette

Secretary ~~Assistant Secretary~~  
Select appropriate title

By

C. M. Lindsay Jr.

President ~~Vice President~~ ~~Assistant President~~ ~~Vice President~~  
Select appropriate title

Debra L. Arnette

Print or type Signer's name

C. M. Lindsay Jr.

Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

8 day of September 2015

John M. Lindsay  
Signature of Notary Public

**NOTARY SEAL**

of Robeson County

State of North Carolina

My Commission Expires: 02/01/2016



**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.**     **C203632**

**County (ies):**     **Robeson**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
  
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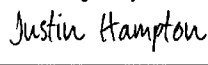
Contract Officer

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9/11/2015

Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:  
  
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Attorney General

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9/11/2015

Date

Signature Sheet (Bid - Acceptance by Department)

Bond No. 0111131

Contract No. C203632  
County Robeson

Rev 5-17-11

### CONTRACT PAYMENT BOND

Date of Payment Bond Execution September 08, 2015

Name of Principal Contractor C. M. Lindsay & Sons, Inc.

Name of Surety: Berkley Insurance Company

Name of Contracting Body: North Carolina Department of Transportation  
Raleigh, North Carolina

Amount of Bond: (\$10,234,578.30) Ten Million Two Hundred Thirty Four Thousand  
Five Hundred Seventy Eight Dollars and 30/100

Contract ID No.: C203632

County Name: Robeson

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. C203632  
County Robeson


Rev 5-17-11


### CONTRACT PAYMENT BOND

*Affix Seal of Surety Company*

Berkley Insurance Company  
Print or type Surety Company Name

By Rebecca E. Cano  
Print, stamp or type name of Attorney-in-Fact

  
Signature of Attorney-in-Fact

  
Signature of Witness

Jean Ezzell

Print or type Signer's name

5420 Millstream Road Suite 300

McLeansville, NC 27301

Address of Attorney-in-Fact

Contract No. C203632  
County Robeson

Rev 5-17-11


**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

C. M. Lindsay & Sons, Inc.  
Full name of Corporation

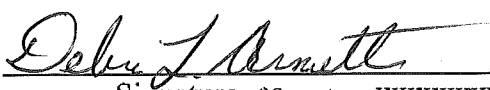
P O Box 1887, Lumberton, NC 28359-1887  
Address as prequalified

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

C. M. Lindsay Jr.  
Print or type Signer's name

*Affix Corporate Seal*



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

Debra L. Arnette  
Print or type Signer's name

Contract No. C203632  
County Robeson

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: September 08, 2015  
Name of Principal Contractor: C. M. Lindsay & Sons, Inc.  
Name of Surety: Berkley Insurance Company  
Name of Contracting Body: North Carolina Department of Transportation  
Raleigh, North Carolina  
Amount of Bond: (\$10,234,578.30) Ten Million Two Hundred Thirty Four Thousand  
Five Hundred Seventy Eight Dollars and 30/100  
Contract ID No.: C203632  
County Name: Robeson

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. C203632  
County Robeson

Rev 5-17-11

### CONTRACT PERFORMANCE BOND

*Affix Seal of Surety Company*

Berkley Insurance Company  
Print or type Surety Company Name

By Rebecca E. Cano  
Print, stamp or type name of Attorney-in-Fact

  
Signature of Attorney-in-Fact



  
Signature of Witness

Jean Ezzell  
Print or type Signer's name

5420 Millstream Road Suite 300

McLeansville, NC 27301  
Address of Attorney-in-Fact



Contract No. C203632  
County Robeson

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

**CORPORATION**

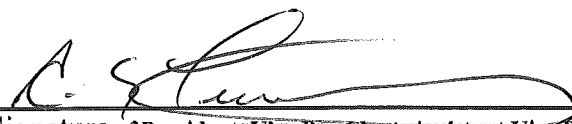
SIGNATURE OF CONTRACTOR (Principal)

C. M. Lindsay & Sons, Inc.

Full name of Corporation

P O Box 1887, Lumberton, NC 28359-1887

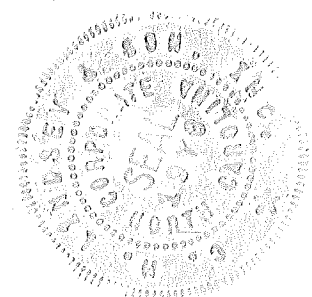
Address as prequalified

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

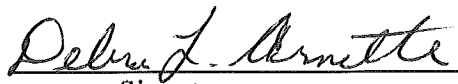
C. M. Lindsay Jr.

Print or type Signer's name

*Affix Corporate Seal*



Attest

  
Signature of Secretary ~~Assistant Secretary~~  
Select appropriate title

Debra L. Arnette

Print or type Signer's name

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Rebecca E. Cano**

**Willis**  
**McLeansville, NC**

Surety Bond No.: 0111131

Principal: C. M. Lindsay & Sons, Inc.

Obligee NC Department of Transportation

Amount of Bond: See Bond Form

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of January, 2013.



Attest:

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of January, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN

NOTARY PUBLIC, STATE OF CONNECTICUT  
MY COMMISSION EXPIRES JUNE 30, 2017

Eileen Killeen  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 8 day of September, 2015.

(Seal)



Andrew M. Fuma

