

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

C203036

CONTRACT AND
CONTRACT BONDS
FOR CONTRACT NO. C203036

WBS 35022.3.FD1 STP-1184(4)

T.I.P NO. U-4412

COUNTY OF HAYWOOD
THIS IS THE ROADWAY & STRUCTURE CONTRACT
ROUTE NUMBER SR 1184 LENGTH 1.420 MILES
LOCATION SR-1184 (HOWELL MILL RD) FROM US-276 TO US-23 BUS.

CONTRACTOR MOUNTAIN CREEK CONTRACTORS INC
ADDRESS P.O. BOX D
CATAWBA, NC 28609

BIDS OPENED OCTOBER 15, 2013
CONTRACT EXECUTION NOV 13 2013

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

PROPOSAL

DATE AND TIME OF BID OPENING: **OCTOBER 15, 2013 AT 2:00 PM**

CONTRACT ID C203036
WBS 35022.3.FD1

FEDERAL-AID NO. STP-1184(4)
COUNTY HAYWOOD
T.I.P. NO. U-4412
MILES 1.420
ROUTE NO. SR 1184
LOCATION SR-1184 (HOWELL MILL RD) FROM US-276 TO US-23 BUS.

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

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C203036 IN HAYWOOD 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. C203036; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. C203036 in Haywood 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.

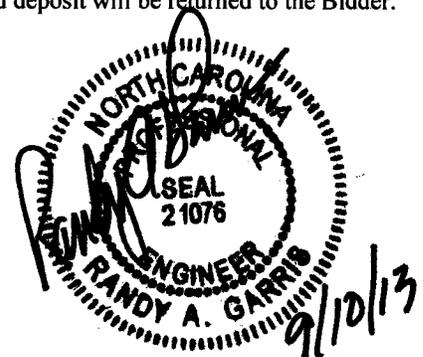
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the 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

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PROJECT SPECIAL PROVISIONS**GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G07 A

The date of availability for this contract is **March 15, 2014**, 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 **April 13, 2017**.

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

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

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

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **March 15, 2014**.

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

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

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete the work required of **Area II, Phase I, Step 2 thru Step 6** as described on Sheet **TMP- 3C** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **Ninety (90)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$2,500.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete the work required of **Area II, Phase I, Step 4A thru Step 4D** as described on Sheet **TMP- 3C** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **Forty Five (45)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Five Hundred Dollars (\$1,500.00)** per calendar day.

PERMANENT VEGETATION ESTABLISHMENT:

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

104

SP1 G16

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

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

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

CONSTRUCTION MORATORIUM

(01-06-12)

SPI 1-15

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

DELAY IN RIGHT OF ENTRY:

(7-1-95)

108

SPI G22 A

The Contractor will not be allowed right of entry to the parcels listed below before **December 10, 2013** unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>
043	Blue Ridge Paper Products, Inc.
028	Town of Waynesville
002	Alan Ritsema

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SPI G28

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

<u>Line #</u>	<u>Description</u>
5	Unclassified Excavation
229	Reinforced Concrete Deck Slab
235	54" Prestressed Concrete Girders

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
71 thru 76	Guardrail
77 thru 80, 240 thru 241	Fencing
85 thru 89	Signing
107 thru 114	Long-Life Pavement Markings
115	Removable Tape
122 thru 123	Permanent Pavement Markers
124 thru 153, 247 thru 248	Utility Construction
154 thru 182	Erosion Control
183 thru 184	Reforestation
185 thru 209	Signals/ITS System
222 thru 227	Drilled Piers

FUEL PRICE ADJUSTMENT:

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

109-8

SP1 G43

Revise the 2012 Standard Specifications as follows:

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

The base index price for DIESEL #2 FUEL is \$ 3.2446 per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
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. 5-21-13)

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:

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2014	(7/01/13 - 6/30/14)	16% of Total Amount Bid
2015	(7/01/14 - 6/30/15)	48% of Total Amount Bid
2016	(7/01/15- 6/30/16)	31% of Total Amount Bid
2017	(7/01/16 - 6/30/17)	5% of Total Amount Bid

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

DISADVANTAGED BUSINESS ENTERPRISE:

(10-16-07)(Rev. 5-21-13)

102-15(J)

SP1 G61

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

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

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

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

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

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

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

DBE Goal

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

Disadvantaged Business Enterprises **10.0 %**

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

Directory of Transportation Firms (Directory)

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

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

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the

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

(A) Electronic Bids

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

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

(B) Paper Bids

Blank forms will not be deemed to represent zero participation. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

- (1) *If the DBE goal is more than zero,*
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
 - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.
 - (c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.
- (2) *If the DBE goal is zero,* bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of DBE Subcontractors* contained elsewhere in the contract documents.

DBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

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

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

Submission of Good Faith Effort

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

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

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).

- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

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

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

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

Non-Good Faith Appeal

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

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function**(A) DBE Utilization**

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

(B) DBE Utilization in Trucking

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

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

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

DBE Replacement

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

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

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

(A) Performance Related Replacement

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

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

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

- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - (3) A list of reasons why DBE quotes were not accepted.
 - (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
 - (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Disadvantaged Business Enterprise Participation

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

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

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

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

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

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

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

(A) Electronic Bids Reporting

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

(B) Paper Bids Reporting

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

Failure to Meet Contract Requirements

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

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

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

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

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

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95)

102-14

SP1 G88

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

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

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

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

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 D

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

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

RESOURCE CONSERVATION:

(5-21-13)

104-13

SP1 G118

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

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

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

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

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

REMOVABLE PAVEMENT MARKINGS - (Partial Payments for Materials):

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

1205-10

SP1 G124

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

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

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

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

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

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

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

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. *Where damaged guardrail*

or guiderail is repaired or replaced as a result of maintaining the project in accordance with this article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

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

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SPI G145

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

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

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

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

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.

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.

- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

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

105-16, 230, 801

SP1 G181

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

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

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

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

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

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

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at 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".

PROJECT SPECIAL PROVISIONS**ROADWAY****CLEARING AND GRUBBING - METHOD II:**

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

200

SP2 R02A

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

BUILDING REMOVAL:

(1-1-02) (Rev. 4-16-13)

215

SP2 R15 C

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

Building and Appurtenances Removal
Parcel 002 Left Of SS 12+55 to 13+33, Survey Line L
1.5 Story Frame Building, 4,725 SF

Building and Appurtenances Removal
Parcel 031 Right Of SS 52+00, Survey Line L
1 SMTL Bus., 6,200 SF

Building and Appurtenances Removal
Parcel 031 Right Of SS 52+00, Survey Line L
1 SBLK Bus., 3,915 SF

Building and Appurtenances Removal
Parcel 043 Left Of SS 78+00, Survey Line L
Garage, 1,420 SF

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

TEMPORARY DETOURS:

(7-1-95) (Rev. 4-15-08)

1101

SP2 R30 A

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

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

Aggregate base course and earth material that is removed will be measured and will be paid at the contract unit price per cubic yard for *Unclassified Excavation*. Pavement that is removed will be measured and will be paid at the contract unit price per square yard for *Removal of*

Existing Pavement. Pipe culverts removed from the detours remain the property of the Contractor. Pipe culverts that are removed will be measured and will be paid at the contract unit price per linear foot for *Pipe Removal*. Payment for the construction of the detours will be made at the contract unit prices for the various items involved.

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

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 B

Description

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

Measurement and Payment

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

SELECT GRANULAR MATERIAL:

(3-16-10) (Rev. 1-17-12)

265

SP2 R80

Revise the *2012 Standard Specifications* as follows:

Page 2-28, Article 265-2 MATERIALS, add the following:

Use only Class III select material for select granular material.

Page 2-28, Article 265-4 MEASUREMENT AND PAYMENT, lines 13-30, replace all occurrences of *Select Granular Material* with *Select Granular Material, Class III*.

Page 2-28, Article 265-4 MEASUREMENT AND PAYMENT, after line 31, delete the pay item and replace with the following:

Payment will be made under:

Pay Item

Select Granular Material, Class III

Pay Unit

Cubic Yard

PIPE INSTALLATION:

(11-20-12)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

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

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

FLOWABLE FILL:

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

300, 340, 450, 1000, 1530, 1540, 1550

SP3 R30

Description

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed.

Materials

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

Item

Flowable Fill

Section

1000-6

Construction Methods

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate. The Contractor shall provide a method to plug the ends of the existing pipe in order to contain the flowable fill.

Measurement and Payment

At locations where flowable fill is called for on the plans and a pay item for flowable fill is included in the contract, *Flowable Fill* will be measured in cubic yards and paid as the actual number of cubic yards that have been satisfactorily placed and accepted. Such price and payment will be full compensation for all work covered by this provision including, but not limited to, the mix design, furnishing, hauling, placing and containing the flowable fill.

Payment will be made under:

Pay Item	Pay Unit
Flowable Fill	Cubic Yard

BRIDGE APPROACH FILLS:

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

422

SP4 R02

Description

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

Materials

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

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

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

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

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

Construction Methods

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

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

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

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

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

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

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

Measurement and Payment

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

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

Payment will be made under:

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

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12) (Rev. 10-15-13)

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.

**TABLE 605-1
APPLICATION RATES FOR TACK COAT**

Existing Surface	Target Rate (gal/sy)
	Emulsified Asphalt
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.

**TABLE 605-2
APPLICATION TEMPERATURE FOR TACK COAT**

Asphalt Material	Temperature Range
Asphalt Binder, Grade PG 64-22	350 - 400°F
Emulsified Asphalt, Grade RS-1H	130 - 160°F
Emulsified Asphalt, Grade CRS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-1H	130 - 160°F
Emulsified Asphalt, Grade HFMS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-2	130 - 160°F

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

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

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

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

<https://connect.ncdot.gov/resources/Materials/MaterialsResources/WMA%20Approved%20Lists.pdf>

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

**TABLE 610-1
DESIGN MIXING TEMPERATURE AT THE ASPHALT PLANT^A**

Binder Grade	HMA	WMA
	JMF Temperature	JMF Temperature Range
PG 64-22	300°F	225 - 275°F
PG 70-22	315°F	240 - 290°F
PG 76-22	335°F	260 - 310°F

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

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

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

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

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

Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, S9.5B	40°F
S9.5C, S12.5C	45°F
S9.5D, S12.5D	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, Subrticle 650-3(B) Mix Design Criteria, replace Table 650-1 with the following:

Grading Requirements	Total Percent Passing		
	<i>Type FC-1</i>	<i>Type FC-1 Modified</i>	<i>Type FC-2 Modified</i>
<i>Sieve Size (mm)</i>			
19.0	-	-	100
12.5	100	100	80 - 100
9.50	75 - 100	75 - 100	55 - 80
4.75	25 - 45	25 - 45	15 - 30
2.36	5 - 15	5 - 15	5 - 15
0.075	1.0 - 3.0	1.0 - 3.0	2.0 - 4.0

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

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

609

SP6 R15

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

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

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

ASPHALT PLANT MIXTURES:

(7-1-95)

609

SP6 R20

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

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is \$ **573.13** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **September 1, 2013**.

FINAL SURFACE TESTING NOT REQUIRED:

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

610

SP6 R45

Final surface testing is not required on this project.

PEDESTRIAN SAFETY RAIL:**Description**

Furnish and install, the Pedestrian Safety Rail at the location shown in the plans in accordance with the detail in the plans and as directed by the Engineer.

Measurement and Payment

Pedestrian Safety Rail will be measured along the top handrail to the nearest 0.1 of a foot. Such price and payment will be full compensation for fabricating, finishing, installing, welding, painting and all incidentals necessary to satisfactorily install the Pedestrian Safety Rail.

Payment will be made under:**Pay Item**

Pedestrian Safety Rail

Pay Item

Linear Foot

8" CONCRETE TRUCK APRON:**Description**

Construct 8" Concrete Truck Apron in accordance with the applicable requirements of Section 848 of the *Standard Specifications* as modified by the typical section in the plans and this provision.

Materials

Concrete shall be Class A Concrete meeting the requirements of Section 1000 of the *Standard Specifications*.

Measurement and Payment

8" Concrete Truck Apron will be measured and paid for in square yards of 8" Concrete Truck Apron that have completed and accepted. Such price and payment will be full compensation for all work of constructing truck apron, including but not limited to excavating and backfilling, furnishing and placing concrete, and constructing joints.

Pay Item

8" Concrete Truck Apron

Pay Unit

Square Yard

GUARDRAIL ANCHOR UNITS, TYPE 350:

(4-20-04) (Rev. 8-16-11)

862

SP8 R65

Description

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

Materials

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

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

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

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

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

Prior to installation the Contractor shall submit to the Engineer:

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

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Guardrail Anchor Units, Type 350	Each

TEMPORARY WOVEN WIRE FENCE:

(7-1-95) (Rev. 10-15-13)

866

SP8 R85

Description

Construct a temporary 48" woven wire fence at locations directed by the Engineer. Use only fabric and posts that have been approved by the Engineer. Provide post spacing of 12 feet. Construct the fence and maintain it with the fabric taut and securely fastened to the posts at all times.

After the fence has served its purpose and is no longer needed, as determined by the Engineer, it will become the property of the Contractor and shall be removed and disposed of by him.

Measurement and Payment

Temporary ___" Woven Wire Fence, Complete with Posts will be measured and paid as the actual number of linear feet of fence constructed and accepted, measured in place from center of end post to center of end post. Such price and payment will be full compensation for all materials, labor, fence maintenance, and incidentals necessary to satisfactorily complete the work.

Payment will be made under:

Pay Item	Pay Unit
Temporary ___" Woven Wire Fence, Complete with Posts	Linear Foot

TEMPORARY CHAIN LINK FENCING WITH BARBED WIRE ON EXTENSION**ARMS:**

(7-1-95)

866

SP8 R100 (Rev.)

Description

Provide 72" temporary chain link fencing with barbed wire on extension arms in accordance with the plans, Section 866 of the *2012 Standard Specifications*, and the provisions herein.

Construction Methods

On all 72" temporary fencing on this project, place three strands of barbed wire placed at the top of the fence fabric. Attach the barbed wire to extension arms that are to be fitted to the post tops.

Provide extension arms constructed to locate the top most strand of barbed wire approximately 12 inches above and approximately 12 inches out from the top rail. Space all strands of barbed wire at an approximately equal distance from each other. Make provisions for supporting the top rail. The arm shall make a 45 degree angle with the post, and be an item of standard manufacture. Have samples of extension arms to be used on the project approved prior to their installation.

Fabricate the extension arms from pressed steel or malleable wrought iron, or either of these materials in conjunction with a cast base. Provide a minimum weight of the arm material of 14 gauge. Provide a complete arm assembly of sufficient strength to support the barbed wire when stretched to proper tension. Galvanize all arms in accordance with ASTM A153.

Erect extension arms so as to point away from the pavement. Splicing of barbed wire between the arms will not be permitted. Use a method of attaching barbed wire to the arms acceptable to the Engineer.

Measurement and Payment

No direct payment will be made for furnishing and installing the barbed wire and extension arms as such work will be considered incidental to other work being paid by the various fencing items in the contract.

TEMPORARY 72" CHAIN LINK FENCE:**Description**

Construct temporary 72" chain link fence in accordance with the plans, the *2012 Standard Specifications*, Roadway Standard Drawing No. 866.01, and as directed by the Engineer.

Materials

Refer to Article 866-2 of the *Standard Specifications*.

Construction Methods

Construction Methods

Construct the temporary 72" chain link fence in accordance with the applicable requirements of Section 866 of the *2012 Standard Specifications*, Roadway Standard Drawing No. 866.01, and as directed by the Engineer. After the fence has served its purpose and is no longer needed, as determined by the Engineer, it will become the property of the Contractor and shall be removed.

Measurement and Payment

Temporary Chain Link Fence, ___" Fabric will be measured and paid in linear feet of fence measured in place from center of each post or gate post to center of end post or gate post exclusive of gate sections, that has been completed and accepted.

Temporary Metal Line Posts for ___" Chain Link Fence will be measured and paid in units of each for the several sizes and kinds of posts actually installed on the project. For extra length metal posts, the actual length of post in place in excess of the standard pay length for each post shall be measured in linear feet, and half of such length shall be converted to an equivalent number of standard length posts of the same size for which a pay item has been established. In converting to equivalent numbers of standard length posts, any fractional portion of a post remaining from the division of a total number of linear feet by a standard post length shall be considered as equal to one post.

Temporary Metal Terminal Posts for ___" Chain Link Fence will be measured and paid in units of each for all end, corner and brace posts installed on the project.

Work includes, but is not limited to, clearing and grading; and furnishing and installing fence fabric, barbed wire, tie wires, tie rods, stretcher bars, top rails, tension wire, posts and post braces, concrete, fittings and any other materials, and removal of the fence.

Payment will be made under:

Pay Item	Pay Unit
Temporary Chain Link Fence, ___" Fabric	Linear Foot
Temporary Metal Line Posts for ___" Chain Link Fence	Each
Temporary Metal Terminal Posts for ___" Chain Link Fence	Each

PREFORMED SCOUR HOLE WITH LEVEL SPREADER APRON:

(10-15-02) (Rev. 10-20-09)

410

SP8 R105

Description

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

Materials

Item	Section
Plain Rip Rap	1042
Filter Fabric	1056

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

Property	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 4355	≥80 %
Porosity (Permanent Net)	ECTC Guidelines	≥85 %
Maximum Permissible Shear Stress (Vegetated)	Performance Bench Test	≥8.0 lb/ft ²
Maximum Allowable Velocity (Vegetated)	Performance Bench Test	≥16.0 ft/s

*ASTM D1682 Tensile Strength and % strength retention of material after 1,000 hours of exposure.

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

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

Construction Methods

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *2012 Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Performed Scour Hole with Level Spreader Aprons	Each

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:

(6-15-10) (Rev. 8-16-11)

848

SP8 R126

Description

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the *2012 Standard Specifications*, plan details, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and this provision.

Materials

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the *2012 Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the *2012 Standard Specifications*.
- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *2012 Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the *2012 Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

Construction Methods

- (A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *2012 Standard Specifications*.
- (B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer's recommendations.

Measurement and Payment

Detectable Warnings installed for construction of proposed curb ramps will not be paid for separately. Such payment will be included in the price bid for *Concrete Curb Ramps*.

STREET SIGNS AND MARKERS AND ROUTE MARKERS:

(7-1-95)

900

SP9 R02

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

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

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

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

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

FOUNDATIONS AND ANCHOR ROD ASSEMBLIES FOR METAL POLES:

(1-17-12) (Rev. 5-21-13)

9, 14, 17

SP9 R05

Description

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

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

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

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

Materials

Refer to the *2012 Standard Specifications*.

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

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

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

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

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

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

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

Construction Methods

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

(A) Drilled Piers

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

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

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

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

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

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

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

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

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

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

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

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

If wet placement of concrete is anticipated or encountered, do not place Drilled Pier concrete until a concrete placement procedure is approved. If applicable, temporary casings and fluids may be removed when concrete placement is paused or stopped in

accordance with the exceptions above provided holes are stable. Remove contaminated concrete from exposed Drilled Pier concrete after removing casings and fluids. If holes are unstable, do not remove temporary casings until a procedure for placing anchor rod assemblies and conduit or constructing grade beams or wings is approved.

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

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

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

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

(B) Footings, Pedestals, Grade Beams and Wings

Excavate as necessary for footings, grade beams and wings in accordance with the plans, accepted submittals and Section 410 of the *2012 Standard Specifications*. If unstable, caving or sloughing materials are anticipated or encountered, shore foundation excavations as needed with an approved method. Notify the Engineer when foundation excavation is complete. Do not place concrete or reinforcing steel until excavation dimensions and foundation material are approved.

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

(C) Anchor Rod Assemblies

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

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

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

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

- (1) Turn leveling nuts onto anchor rods to a distance of one nut thickness between the top of foundation and bottom of leveling nuts. Place washers over anchor rods on top of leveling nuts.
- (2) Determine if nuts are level using a flat rigid template on top of washers. If necessary, lower leveling nuts to level the template in all directions or if applicable, lower nuts to tilt the template so the metal pole or upright truss will lean as shown in the plans. If leveling nuts and washers are not in full contact with the template, replace washers with galvanized beveled washers.
- (3) Verify the distance between the foundation and leveling nuts is no more than one nut thickness.
- (4) Place base plate with metal pole or upright truss over anchor rods on top of washers. High mount luminaires may be attached before erecting metal poles but do not attach cables, mast arms or trusses to metal poles or upright trusses at this time.
- (5) Place washers over anchor rods on top of base plate. Lubricate top nut bearing surfaces and exposed anchor rod threads above washers with beeswax, paraffin or other approved lubricant.
- (6) Turn top nuts onto anchor rods. If nuts are not in full contact with washers or washers are not in full contact with the base plate, replace washers with galvanized beveled washers.
- (7) Tighten top nuts to snug-tight with the full effort of one workman using a 12" wrench. Do not tighten any nut all at once. Turn top nuts in increments. Follow a star pattern cycling through each nut at least twice.
- (8) Repeat (7) for leveling nuts.
- (9) Replace washers above and below the base plate with galvanized beveled washers if the slope of any base plate face exceeds 1:20 (5%), any washer is not in firm

contact with the base plate or any nut is not in firm contact with a washer. If any washers are replaced, repeat (7) and (8).

- (10) With top and leveling nuts snug-tight, mark each top nut on a corner at the intersection of 2 flats and a corresponding reference mark on the base plate. Mark top nuts and base plate with ink or paint that is not water-soluble. Use the turn-of-nut method for pretensioning. Do not pretension any nut all at once. Turn top nuts in increments for a total turn that meets the following nut rotation requirements:

NUT ROTATION REQUIREMENTS (Turn-of-Nut Pretensioning Method)	
Anchor Rod Diameter, inch	Requirement
$\leq 1 \frac{1}{2}$	1/3 turn (2 flats)
$> 1 \frac{1}{2}$	1/6 turn (1 flat)

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

- (11) Ensure nuts, washers and base plate are in firm contact with each other for each anchor rod. Cables, mast arms and trusses may now be attached to metal poles and upright trusses.
- (12) Between 4 and 14 days after pretensioning top nuts, use a torque wrench calibrated within the last 12 months to check nuts in the presence of the Engineer. Completely erect mast arm poles and cantilever signs and attach any hardware before checking top nuts for these structures. Check that top nuts meet the following torque requirements:

TORQUE REQUIREMENTS	
Anchor Rod Diameter, inch	Requirement, ft-lb
7/8	180
1	270
1 1/8	380
1 1/4	420
$\geq 1 \frac{1}{2}$	600

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

- (13) Do not grout under base plate.

Measurement and Payment

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

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

MATERIALS:

(2-21-12) (Rev. 10-15-13)

1000, 1005, 1050, 1074, 1078, 1080, 1081, 1084, 1087, 1092

SP10 R01

Revise the 2012 Standard Specifications as follows:

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

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

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

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

Page 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with:

All fencing material and accessories shall meet Section 106.

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

**TABLE 1005-1
AGGREGATE GRADATION - COARSE AGGREGATE**

Std. Size #	Percentage of Total by Weight Passing													Remarks
	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200		
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	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	4-12B	A	Aggregate Base Course, Aggregate Stabilization	
ABC (M)	-	100	75-100	-	45-79	-	20-40	0-25	-	-	0-12B	A	Maintenance Stabilization	
Light-weight C	-	-	-	-	100	80-100	5-40	0-20	0-10	-	0-2.5	A	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 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11, replace with the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and

conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

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

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

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

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

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

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

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

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

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

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

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

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

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

Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

(11-21-00) (Rev. 1-17-12)

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the *2012 Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *2012 Standard Specifications*.

SELECT MATERIAL, CLASS III, TYPE 3:

(1-17-12)

1016, 1044

SP10 R05

Revise the *2012 Standard Specifications* as follows:

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

Type 3 Select Material

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

Percentage of Total by Weight Passing							
3/8"	#4	#8	#16	#30	#50	#100	#200
100	95-100	65-100	35-95	15-75	5-35	0-25	0-8

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

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

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

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

Subdrain coarse aggregate shall meet Class V select material.

SHOULDER AND SLOPE BORROW:

(3-19-13)

1019

SP10 R10

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

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

pH TEST RESULT	Sandy Soils Additional Rate (lbs. / Acre)	Silt Loam Soils Additional Rate (lbs. / Acre)	Clay Loam Soils Additional Rate (lbs. / Acre)
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

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

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

TEMPORARY SHORING:

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

SP11 R02

Description

Temporary shoring includes cantilever, braced and anchored shoring and temporary mechanically stabilized earth (MSE) walls. Temporary shoring does not include trench boxes. At the Contractor's option, use any type of temporary shoring unless noted otherwise in the plans or as directed. Design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the contract and accepted submittals. Construct temporary shoring at locations shown in the plans and as directed. Temporary shoring is required to maintain traffic when a 2:1 (H:V) slope from the top of an embankment or bottom of

an excavation will intersect the existing ground line less than 5 ft from the edge of pavement of an open travelway. This provision does not apply to pipe, inlet or utility installation unless noted otherwise in the plans.

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

(A) Cantilever and Braced Shoring

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

(B) Anchored Shoring

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or 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*.

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

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

(A) Shoring Backfill

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

(B) Anchors

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

(1) Ground Anchors

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

(2) Helical Anchors

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

(3) Anchorages

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

(C) Temporary Walls

(1) Welded Wire Facing

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

(2) Geotextiles

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

(3) Geogrid Reinforcement

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

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

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

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

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

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

Preconstruction Requirements

(A) **Concrete Barrier**

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

(B) **Temporary Guardrail**

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

(C) **Temporary Shoring Designs**

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

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

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

(1) Soil Parameters

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

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

(2) Traffic Surcharge

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

(3) Cantilever, Braced and Anchored Shoring Designs

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

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

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

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

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

(4) Temporary Wall Designs

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

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

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default

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

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

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

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

(D) Preconstruction Meeting

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

Construction Methods

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

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

(A) Tolerances

Construct shoring with the following tolerances:

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

(B) Cantilever, Braced and Anchored Shoring Installation

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

(1) Pile Installation

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

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

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

(2) Excavation

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

(3) Anchor Installation

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

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

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

(4) Anchor Testing

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

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

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

(b) Anchor Test Results

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

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

(C) Temporary Wall Installation

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

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

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

Place reinforcement within 3" of locations shown in the plans and accepted submittals and in slight tension free of kinks, folds, wrinkles or creases. Install reinforcement with the direction shown in the plans and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

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

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

Measurement and Payment

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

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

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Temporary Shoring	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.

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

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

PROJECT SPECIAL PROVISIONS

GEOTECHNICAL

STANDARD SHORING:

(1-17-12)

Description

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

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

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

Materials

Refer to the *Standard Specifications*.

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

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

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

Based on actual shoring height, positive protection, groundwater elevation, slope or surcharge case and traffic impact at each standard temporary shoring location, use sheet piles with the

minimum required section modulus or H-piles with the sizes shown in Standard Drawing No. 1801.01. Use untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging.

(A) Shoring Backfill

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

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

(B) Standard Temporary Walls

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

(1) Geotextile Reinforcement

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

(2) Geogrid Reinforcement

Handle and store geogrids in accordance with Article 1056-2 of the *Standard Specifications*. Based on actual wall height, groundwater elevation, slope or surcharge case and shoring backfill type in the reinforced zone at each standard temporary geogrid wall location, provide geogrids for geogrid reinforcement with short-term design strengths in the MD as shown in Standard Drawing No. 1801.02. Also provide geogrids for geogrid reinforcement with short-term design strengths in the CD as shown in Standard Drawing No. 1801.02 if reinforcement is installed with the MD parallel to the wall face.

Use geogrids with a roll width of at least 4 ft and an "approved" or "approved for provisional use" status code. Geogrids are approved for short-term design strengths for a 3-year design life in the MD and CD based on material type. The

list of approved geogrids with short-term design strengths is available from:
www.ncdot.org/doh/operations/materials/soils/gep.html

Define material type from the website above for shoring backfill as follows:

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

If an approved geogrid does not list a short-term design strength in the MD for the shoring backfill used, do not use the geogrid for geogrid reinforcement. If an approved geogrid does not list a short-term design strength in the CD for the shoring backfill used, do not install the geogrid with the MD parallel to the wall face.

Preconstruction Requirements

(A) Concrete Barrier

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

(B) Temporary Guardrail

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

(C) Standard Shoring Selection Forms

Before beginning standard shoring construction, survey existing ground elevations in the vicinity of standard shoring locations to determine actual shoring or wall heights (H). Submit a standard shoring selection form for each location at least 7 days before starting standard shoring construction. Standard shoring selection forms are available from:
www.ncdot.org/doh/preconstruct/highway/geotech/formdet/

(D) Preconstruction Meeting

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

Construction Methods

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

(A) Standard Temporary Shoring Installation

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

(B) Standard Temporary Walls Installation

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

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

Measurement and Payment

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

MECHANICALLY STABILIZED EARTH RETAINING WALLS

(7-17-12)

1.0 GENERAL

Construct mechanically stabilized earth (MSE) retaining walls consisting of steel or geogrid reinforcement in the reinforced zone connected to vertical facing elements. The facing elements may be precast concrete panels or segmental retaining wall (SRW) units unless required otherwise in the plans or the *NCDOT Policy for Mechanically Stabilized Earth Retaining Walls* prohibits the use of SRW units. At the Contractor's option, use coarse or fine aggregate in the reinforced zone of MSE retaining walls except do not use fine aggregate for walls subject to scour, walls that support or are adjacent to railroads or walls with design heights greater than 35 ft or internal acute corners less than 45°. Provide reinforced concrete coping as required. Design and construct MSE retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified MSE Wall Installer to construct MSE retaining walls.

Define "MSE wall" as a mechanically stabilized earth retaining wall and "MSE Wall Vendor" as the vendor supplying the chosen MSE wall system. Define a "segmental retaining wall" as an MSE wall with SRW units and an "abutment wall" as an MSE wall with bridge foundations in the reinforced zone. Define "reinforcement" as steel or geogrid reinforcement and "aggregate" as coarse or fine aggregate. Define "panel" as a precast concrete panel and "coping" as precast or cast-in-place concrete coping.

Use an approved MSE wall system in accordance with the plans, NCDOT MSE wall policy and any NCDOT restrictions for the chosen system. Value engineering proposals for other MSE wall systems will not be considered. Do not use segmental retaining walls or MSE wall systems with an "approved for provisional use" status code for critical walls or MSE walls connected to critical walls. Critical walls are defined in the NCDOT MSE wall policy. The list of approved MSE wall systems and NCDOT MSE wall policy are available from:

www.ncdot.org/doh/preconstruct/highway/geotech/msewalls

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item	Section
Aggregate	1014
Anchor Pins	1056-2
Curing Agents	1026
Geotextiles, Type 2	1056
Joint Materials	1028
Portland Cement Concrete, Class A	1000
Precast Retaining Wall Coping	1077
Reinforcing Steel	1070
Retaining Wall Panels	1077
Segmental Retaining Wall Units	1040-4
Shoulder Drain Materials	816-2

Wire Staples

1060-8(D)

Provide Type 2 geotextile for filtration and separation geotextiles. Use Class A concrete for cast-in-place coping, leveling concrete and pads.

Provide panels and SRW units produced by a manufacturer approved or licensed by the MSE Wall Vendor. Unless required otherwise in the contract, produce panels with a smooth flat final finish that meets Article 1077-11 of the *Standard Specifications*. Accurately locate and secure reinforcement connectors in panels and maintain required concrete cover. Produce panels within 1/4" of the panel dimensions shown in the accepted submittals.

Damaged panels or SRW units with excessive discoloration, chips or cracks as determined by the Engineer will be rejected. Do not damage reinforcement connection devices or mechanisms in handling or storing panels and SRW units.

Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Handle and store geogrids in accordance with Article 1056-2 of the *Standard Specifications*. Load, transport, unload and store MSE wall materials so materials are kept clean and free of damage.

A. Aggregate

Use standard size No. 57, 57M, 67 or 78M that meets Table 1005-1 of the *Standard Specifications* for coarse aggregate except do not use No. 57 or 57M stone in the reinforced zone of MSE walls with geogrid reinforcement. Use the following for fine aggregate:

1. Standard size No. 1S, 2S, 2MS or 4S that meets Table 1005-2 of the *Standard Specifications* or
2. Gradation that meets Class III, Type 3 select material in accordance with Article 1016-3 of the *Standard Specifications*.

Fine aggregate is exempt from mortar strength and siliceous particle content referenced in Subarticles 1014-1(E) and 1014-1(H) of the *Standard Specifications*. Provide fine aggregate that meets the following requirements:

FINE AGGREGATE REQUIREMENTS

Reinforcement or Connector Material	pH	Resistivity	Chlorides	Sulfates	Organics
Steel	5-10	$\geq 3,000 \Omega \cdot \text{cm}$	$\leq 100 \text{ ppm}$	$\leq 200 \text{ ppm}$	$\leq 1\%$
Polyester Type (PET) Geogrid	5-8	N/A*	N/A*	N/A*	$\leq 1\%$
Polyolefin Geogrid	4.5-9	N/A*	N/A*	N/A*	$\leq 1\%$

* Resistivity, chlorides and sulfates are not applicable to geogrid.

Use fine aggregate from a source that meets the *Mechanically Stabilized Earth Wall Fine Aggregate Sampling and Testing Manual*. Perform organic content tests in accordance with AASHTO T 267 instead of Subarticle 1014-1(D) of the *Standard Specifications*. Perform electrochemical tests in accordance with the following test procedures:

Property	Test Method
pH	AASHTO T 289
Resistivity	AASHTO T 288
Chlorides	AASHTO T 291
Sulfates	AASHTO T 290

B. Reinforcement

Provide steel or geogrid reinforcement supplied by the MSE Wall Vendor or a manufacturer approved or licensed by the vendor. Use approved reinforcement for the chosen MSE wall system. The list of approved reinforcement for each MSE wall system is available from the website shown elsewhere in this provision.

1. Steel Reinforcement

Provide Type 1 material certifications in accordance with Article 106-3 of the *Standard Specifications* for steel reinforcement. Use welded wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the *Standard Specifications* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011. Galvanize steel reinforcement in accordance with Section 1076 of the *Standard Specifications*.

2. Geogrid Reinforcement

Define “machine direction” (MD) for geogrids in accordance with ASTM D4439. Provide Type 1 material certifications for geogrid strengths in the MD in accordance with Article 1056-3 of the *Standard Specifications*. Test geogrids in accordance with ASTM D6637.

C. Bearing Pads

Use bearing pads that meet Section 3.6.1.a of the *FHWA Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes – Volume I* (Publication No. FHWA-NHI-10-024).

D. Miscellaneous Components

Miscellaneous components may include connectors (e.g., anchors, bars, clamps, pins, plates, ties, etc.), fasteners (e.g., bolts, nuts, washers, etc.) and any other MSE wall components not included above. Galvanize steel components in accordance with Section 1076 of the *Standard Specifications*. Provide approved miscellaneous components for the chosen MSE wall system. The list of approved miscellaneous components for each MSE wall system is available from the website shown elsewhere

in this provision.

3.0 PRECONSTRUCTION REQUIREMENTS

A. MSE Wall Surveys

The Retaining Wall Plans show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each MSE wall. Before beginning MSE wall design, survey existing ground elevations shown in the plans and other elevations in the vicinity of MSE wall locations as needed. Based on these elevations, finished grades and actual MSE wall dimensions and details, submit revised wall envelopes for acceptance. Use accepted wall envelopes for design.

B. MSE Wall Designs

Submit 11 copies of working drawings and 3 copies of design calculations and a PDF copy of each for MSE wall designs at least 30 days before the preconstruction meeting. Do not begin MSE wall construction until a design submittal is accepted.

Use a prequalified MSE Wall Design Consultant to design MSE walls. Provide designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Wall Design Consultant.

Design MSE walls in accordance with the plans, *AASHTO LRFD Bridge Design Specifications* and any NCDOT restrictions for the chosen MSE wall system unless otherwise required. Design MSE walls for seismic if walls are located in seismic zone 2 based on Figure 2-1 of the *Structure Design Manual*. Use a uniform reinforcement length throughout the wall height of at least $0.7H$ with H as defined for the embedment requirements in this provision or 6 ft, whichever is greater, unless shown otherwise in the plans. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate drains, the reinforced zone or leveling pads outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads and approved design parameters for the chosen MSE wall system or default values in accordance with the AASHTO LRFD specifications. Design steel components including reinforcement and connectors for the design life noted in the plans and aggregate type in the reinforced zone. Use corrosion loss rates for galvanizing in accordance with the AASHTO LRFD specifications for nonaggressive backfill and carbon steel corrosion rates in accordance with the following:

CARBON STEEL CORROSION RATES	
Aggregate Type (in the reinforced zone)	Corrosion Loss Rate (after zinc depletion)
Coarse	0.47 mil/year
Fine (except abutment walls)	0.58 mil/year
Fine (abutment walls)	0.70 mil/year

For geogrid reinforcement and connectors, use approved geogrid properties for the design life noted in the plans and aggregate type in the reinforced zone.

When noted in the plans, design MSE walls for a live load (traffic) surcharge of 250 lb/sf in accordance with Figure C11.5.5-3(b) of the AASHTO LRFD specifications. For steel beam guardrail with 8 ft posts or concrete barrier rail above MSE walls, analyze top 2 reinforcement layers for traffic impact loads in accordance with Section 7.2 of the FHWA MSE wall manual shown elsewhere in this provision except use the following for geogrid reinforcement rupture:

$$\phi T_{al} R_c \geq T_{max} + (T_I / RF_{CR})$$

Where,

- ϕ = resistance factor for tensile resistance in accordance with Section 7.2.1 of the FHWA MSE wall manual,
 T_{al} = long-term geogrid design strength approved for chosen MSE wall system,
 R_c = reinforcement coverage ratio = 1 for continuous geogrid reinforcement,
 T_{max} = factored static load in accordance with Section 7.2 of the FHWA MSE wall manual,
 T_I = factored impact load in accordance with Section 7.2 of the FHWA MSE wall manual and
 RF_{CR} = creep reduction factor approved for chosen MSE wall system.

If existing or future obstructions such as foundations, guardrail, fence or handrail posts, moment slabs, pavements, pipes, inlets or utilities will interfere with reinforcement, maintain a clearance of at least 3" between obstructions and reinforcement unless otherwise approved. Locate reinforcement layers so all of reinforcement length is within 3" of corresponding connection elevations.

Use 6" thick cast-in-place unreinforced concrete leveling pads beneath panels and SRW units that are continuous at steps and extend at least 6" in front of and behind bottom row of panels or SRW units. Unless required otherwise in the plans, embed top of leveling pads in accordance with the following requirements:

EMBEDMENT REQUIREMENTS

Front Slope ¹ (H:V)	Minimum Embedment Depth ² (whichever is greater)	
6:1 or flatter (except abutment walls)	H/20	1 ft for H ≤ 10 ft 2 ft for H > 10 ft
6:1 or flatter (abutment walls)	H/10	2 ft
> 6:1 to < 3:1	H/10	2 ft
3:1 to 2:1	H/7	2 ft

1. Front slope is as shown in the plans.
2. Define "H" as the maximum design height plus embedment per wall with the design height and embedment as shown in the plans.

When noted in the plans, locate a continuous aggregate shoulder drain along base of reinforced zone behind aggregate. Provide wall drainage systems consisting of drains and outlet components in accordance with Standard Drawing No. 816.02 of the *Roadway Standard Drawings*.

For MSE walls with panels, place at least 2 bearing pads in each horizontal panel joint so the final horizontal joint opening is between 5/8" and 7/8". Additional bearing pads may be required for panels wider than 5 ft as determined by the Engineer. Cover joints at back of panels with filtration geotextiles at least 12" wide.

For segmental retaining walls, fill SRW unit core spaces with coarse aggregate and between and behind SRW units with coarse aggregate for a horizontal distance of at least 18".

Separation geotextiles are required between aggregate and overlying fill or pavement sections except when concrete pavement, full depth asphalt or cement treated base is placed directly on aggregate. Separation geotextiles may also be required between coarse aggregate and backfill or natural ground as determined by the Engineer.

Unless required otherwise in the plans, use reinforced concrete coping at top of walls. Extend coping at least 6" above where the grade intersects back of coping unless required otherwise in the plans. Use coping dimensions shown in the plans and cast-in-place concrete coping for segmental retaining walls and when noted in the plans. At the Contractor's option, connect cast-in-place concrete coping to panels and SRW units with dowels or extend coping down back of MSE walls. Also, connect cast-in-place leveling concrete for precast concrete coping to panels with dowels. When concrete barrier rail is required above MSE walls, use concrete barrier rail with moment slab as shown in the plans.

Submit working drawings and design calculations for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with required resistances, typical sections with reinforcement and connection details, aggregate locations and types, geotextile locations and details of leveling pads, panels or SRW units, coping, bin walls, slip joints, etc. If necessary, include details on working drawings for concrete barrier rail with moment slab, reinforcement splices if allowed for the chosen MSE wall system, reinforcement connected to end bent caps and obstructions extending through walls or interfering with reinforcement, leveling pads, barriers or moment slabs. Submit design calculations for each wall section with different surcharge loads, geometry or material parameters. At least one analysis is required for each wall section with different reinforcement lengths. When designing MSE walls with computer software other than MSEW, use MSEW version 3.0 with update 14.2 or later, manufactured by ADAMA Engineering, Inc. to verify the design. At least one MSEW analysis is required per 100 ft of wall length with at least one MSEW analysis for the wall section with the longest reinforcement. Submit electronic MSEW input files and PDF output files with design calculations.

C. Preconstruction Meeting

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

4.0 CORROSION MONITORING

Corrosion monitoring is required for MSE walls with steel reinforcement. The Engineer will determine the number of monitoring locations and where to install the instrumentation. Contact the Materials and Tests (M&T) Unit before beginning wall construction. M&T will provide the corrosion monitoring instrumentation kits and if necessary, assistance with installation.

5.0 SITE ASSISTANCE

Unless otherwise approved, provide an MSE Wall Vendor representative to assist and guide the MSE Wall Installer on-site for at least 8 hours when the first panels or SRW units and reinforcement layer are placed. If problems are encountered during construction, the Engineer may require the vendor representative to return to the site for a time period determined by the Engineer.

6.0 CONSTRUCTION METHODS

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

Excavate as necessary for MSE walls in accordance with the accepted submittals. If applicable and at the Contractor's option, use temporary shoring for wall construction instead of temporary slopes to construct MSE walls. Define "temporary shoring for wall construction" as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience.

Unless required otherwise in the plans, install foundations located in the reinforced zone before placing aggregate or reinforcement. Notify the Engineer when foundation excavation is complete. Do not place leveling pad concrete, aggregate or reinforcement until excavation dimensions and foundation material are approved.

Construct cast-in-place concrete leveling pads at elevations and with dimensions shown in the accepted submittals and in accordance with Section 420 of the *Standard Specifications*. Cure leveling pads at least 24 hours before placing panels or SRW units.

Erect and support panels and stack SRW units with no negative batter (wall face leaning forward) so the final wall position is as shown in the accepted submittals. Place SRW units with a maximum vertical joint width of 3/8".

Set panels with a vertical joint width of 3/4". Place bearing pads in horizontal panel joints

and cover all panel joints with filtration geotextiles as shown in the accepted submittals. Attach filtration geotextiles to back of panels with adhesives, tapes or other approved methods.

Stagger panels and SRW units to create a running bond by centering panels or SRW units over joints in the row below as shown in the accepted submittals. Construct MSE walls with the following tolerances:

- A. SRW units are level from front to back and between units when checked with a 3 ft long level,
- B. Final wall face is within 3/4" of horizontal and vertical alignment shown in the accepted submittals when measured along a 10 ft straightedge and
- C. Final wall plumbness (batter) is within 0.5° of vertical unless otherwise approved.

Place reinforcement at locations and elevations shown in the accepted submittals and within 3" of corresponding connection elevations. Install reinforcement with the direction shown in the accepted submittals. Place reinforcement in slight tension free of kinks, folds, wrinkles or creases. Reinforcement may be spliced once per reinforcement length if shown in the accepted submittals. Use reinforcement pieces at least 6 ft long. Contact the Engineer when unanticipated existing or future obstructions such as foundations, guardrail, fence or handrail posts, pavements, pipes, inlets or utilities will interfere with reinforcement. To avoid obstructions, deflect, skew or modify reinforcement as shown in the accepted submittals.

Place aggregate in the reinforced zone in 8" to 10" thick lifts. Compact fine aggregate in accordance with Subarticle 235-3(C) of the *Standard Specifications*. Use only hand operated compaction equipment to compact aggregate within 3 ft of panels or SRW units. At a distance greater than 3 ft, compact aggregate 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 aggregate. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting aggregate. End dumping directly on geogrids is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of aggregate. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for MSE walls outside the reinforced zone in accordance with Article 410-8 of the *Standard Specifications*. If a drain is required, install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*.

Place and construct coping and leveling concrete as shown in the accepted submittals. Construct leveling concrete in accordance with Section 420 of the *Standard Specifications*. Construct cast-in-place concrete coping in accordance with Subarticle 452-3(C) of the *Standard Specifications*. When single faced precast concrete barrier is required in front of and against MSE walls, stop coping just above barrier so coping does not interfere with placing barrier up against wall faces.

When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold separation geotextiles in place with wire staples or anchor pins as needed. Seal joints above and behind MSE walls between coping and ditches or concrete slope protection with silicone sealant.

7.0 MEASUREMENT AND PAYMENT

MSE Retaining Wall No. ___ will be measured and paid in square feet. MSE walls will be measured as the square feet of exposed wall face area with the height equal to the difference between top and bottom of wall elevations. Define "top of wall" as top of coping or top of panels or SRW units for MSE walls without coping. Define "bottom of wall" as shown in the plans and no measurement will be made for portions of MSE walls embedded below bottom of wall elevations.

The contract unit price for *MSE Retaining Wall No. ___* will be full compensation for providing designs, submittals, labor, tools, equipment and MSE wall materials, excavating, backfilling, hauling and removing excavated materials and supplying site assistance, leveling pads, panels, SRW units, reinforcement, aggregate, wall drainage systems, geotextiles, bearing pads, coping, miscellaneous components and any incidentals necessary to construct MSE walls. The contract unit price for *MSE Retaining Wall No. ___* will also be full compensation for reinforcement connected to and aggregate behind end bent caps in the reinforced zone, if required.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for *MSE Retaining Wall No. ___*.

The contract unit price for *MSE Retaining Wall No. ___* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with MSE walls as these items will be paid for elsewhere in the contract.

Where it is necessary to provide backfill material behind the reinforced zone from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

Pay Item

MSE Retaining Wall No. ___

Pay Unit

Square Foot

SEGMENTAL GRAVITY RETAINING WALLS

(1-17-12)

1.0 GENERAL

Construct segmental gravity retaining walls consisting of segmental retaining wall (SRW) units supported by aggregate footings. If the plans do not include Standard Drawing No. 453.02 or 453.03, design and construct segmental gravity retaining walls based on actual elevations, wall dimensions and batter in accordance with the contract and accepted submittals. Otherwise, construct segmental gravity retaining walls based on actual elevations, wall dimensions and batter in accordance with the contract, accepted submittals and Standard Drawing No. 453.02 or 453.03.

Define "block wall" as a segmental gravity retaining wall and "standard block wall" as a block wall that meets a standard segmental gravity retaining wall drawing (Standard Drawing No. 453.02 or 453.03). Define "blocks" as SRW units, "cap blocks" as SRW cap units and "Block Vendor" as the vendor licensing the block producer.

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item	Section
Anchor Pins	1056-2
Geotextiles, Type 2	1056
Segmental Retaining Wall Units	1040-4
Select Material, Class VI	1016
Silicone Sealant	1028-3
Subsurface Drainage Materials	815-2
Wire Staples	1060-8(D)

Provide Type 2 geotextile for separation geotextiles. Use Class VI select material for No. 57 stone. Provide PVC pipes, fittings, outlet pipes and concrete pads for subsurface drainage materials. For PVC pipes behind block walls, use pipes with perforations that meet AASHTO M 278.

Provide blocks produced by a manufacturer approved or licensed by the Block Vendor. Unless required otherwise in the plans, use blocks with a depth (front to back) of at least 12" and cap blocks with a depth of at least 8".

Use approved SRW units for standard block walls. Blocks for standard block walls are approved for either 2 ft or 4 ft maximum design heights with the design height as shown in Standard Drawing No. 453.02 or 453.03. The list of approved SRW units with maximum design heights is available from:

www.ncdot.org/doh/preconstruct/highway/geotech/seggravwalls

Do not mix blocks from different Block Vendors on the same block wall. Damaged blocks with excessive discoloration, chips or cracks as determined by the Engineer will be rejected.

Provide adhesives recommended by the Block Vendor. Store adhesives in accordance with the manufacturer's instructions. Load, transport, unload and store block wall materials so materials are kept clean and free of damage.

3.0 PRECONSTRUCTION REQUIREMENTS

A. Block Wall Surveys

The plans typically show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each block wall. Before beginning block wall design or construction, survey existing ground elevations along wall face locations and other elevations in the vicinity of block wall locations as needed. Based on these elevations, finished grades and actual block wall dimensions, details and batter, submit wall envelopes for acceptance. Use accepted wall envelopes for design, if required, and construction.

B. Block Wall Designs

If the plans do not include Standard Drawing No. 453.02 or 453.03, submit 11 copies of working drawings and 3 copies of design calculations and a PDF copy of each for block wall designs at least 30 days before starting block wall construction. Do not begin block wall construction until a design submittal is accepted.

Design block walls in accordance with the plans and Article 11.11 of the *AASHTO LRFD Bridge Design Specifications* unless otherwise required. Design block walls for the wall batter required by the Block Vendor and clearances shown in the plans. Do not locate blocks or footings outside right-of-way or easement limits.

Use No. 57 stone for aggregate footings beneath blocks. Use 10" thick footings that are continuous at steps and extend at least 6" in front of and at least 9" behind bottom row of blocks. Unless required otherwise in the plans, embed bottom of footings at least 18" below bottom of walls shown in the plans. When noted in the plans, locate a 4" diameter continuous perforated PVC drain pipe in the No. 57 stone in back of footings.

Fill block core spaces with No. 57 stone and between and behind blocks with No. 57 stone for a horizontal distance of at least 12" so stone is continuous in all directions. Assume a unit weight of 100 lb/cf for No. 57 stone. Separation geotextiles are required between No. 57 stone and backfill or natural ground and between stone and overlying fill or pavement section except when concrete pavement, full depth asphalt or cement treated base is placed directly on stone.

Use cap blocks at top of walls. Step top of walls as shown in the plans and double stack cap blocks at steps so cap blocks are continuous at steps. Extend top of walls 4" to 12" above where finished grade intersects back of blocks or cap blocks. When single faced precast concrete barrier is required in front of and against block walls, fill voids between barrier and wall faces with No. 57 stone.

Submit working drawings and design calculations for acceptance in accordance with

Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with required resistances, typical sections, No. 57 stone and geotextile locations and details of footings, blocks, cap blocks, etc. If necessary, include details on working drawings for obstructions extending through walls or interfering with footings. Submit design calculations for each wall section with different geometry or material parameters. When designing block walls with computer software, a hand calculation is required for the tallest wall section. Provide block wall designs sealed by an engineer licensed in the state of North Carolina.

4.0 CONSTRUCTION METHODS

Control drainage during construction in the vicinity of block walls. Direct run off away from block walls, No. 57 stone and backfill. Contain and maintain stone and backfill and protect material from erosion.

Excavate as necessary for block walls in accordance with the plans and accepted submittals. Notify the Engineer when foundation excavation is complete. Do not place No. 57 stone for footings until excavation dimensions and foundation material are approved.

Construct aggregate footings at elevations and with dimensions shown in the plans and accepted submittals. If a drain is required, install wall drainage systems consisting of drains and outlet components as shown in the plans and accepted submittals and in accordance with Section 815 of the *Standard Specifications*. Compact No. 57 stone for footings with a vibratory compactor to the satisfaction of the Engineer.

Stack blocks with no negative wall batter (wall face leaning forward) so the final wall position is as shown in the plans and accepted submittals. Place blocks with a maximum vertical joint width of 3/8". Stagger blocks to create a running bond by centering blocks over joints in the row below as shown in the plans and accepted submittals. Construct block walls with the following tolerances:

- A. Blocks are level from front to back and between blocks when checked with a 3 ft long level,
- B. Final wall face is within 2" of horizontal and vertical alignment shown in the plans and accepted submittals, and
- C. Wall batter is within 2° of batter required by the Block Vendor.

Overlap adjacent separation geotextiles at least 18" at seams and hold geotextiles in place with wire staples or anchor pins as needed. Place No. 57 stone between and behind blocks in 8" to 10" thick lifts. Compact stone with hand operated compaction equipment to the satisfaction of the Engineer. Backfill for block walls behind No. 57 stone in accordance with Article 410-8 of the *Standard Specifications*.

Set cap blocks with a 1/2" to 1-1/2" overhang as shown in the plans and accepted submittals. Place cap blocks using adhesive in accordance with the manufacturer's

instructions. Do not place cap blocks if surfaces caps will be attached to are wet or frozen or the air temperature measured at the wall location in the shade away from artificial heat is below 40°F. Before applying adhesive, clean surfaces cap blocks will adhere to and ensure surfaces are dry and free of oil, grease, dust and debris. Seal joints above and behind block walls between blocks and ditches with silicone sealant.

5.0 MEASUREMENT AND PAYMENT

Segmental Gravity Retaining Walls will be measured and paid in square feet. Block walls will be measured as the square feet of exposed wall face area with the height equal to the difference between top and bottom of wall elevations. Define “top of wall” as top of cap blocks. Define “bottom of wall” as shown in the plans and no measurement will be made for portions of block walls embedded below bottom of wall elevations.

The contract unit price for *Segmental Gravity Retaining Walls* will be full compensation for providing designs, if required, submittals, labor, tools, equipment and block wall materials, excavating, backfilling, hauling and removing excavated materials and supplying footings, blocks, No. 57 stone, wall drainage systems, geotextiles, cap blocks and any incidentals necessary to construct block walls.

The contract unit price for *Segmental Gravity Retaining Walls* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with block walls as these items will be paid for elsewhere in the contract.

Where it is necessary to provide backfill material behind No. 57 stone from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

Pay Item	Pay Unit
Segmental Gravity Retaining Walls	Square Foot

PROJECT SPECIAL PROVISIONS
GEOENVIRONMENTAL

CONTAMINATED SOIL (09-04-2013)

The Contractor's attention is directed to the fact that soil contaminated with PCBs, metals, VOCs, dioxins, furans, and petroleum exist on Parcel U-4412_031 Schulhofer Property. The known areas of contamination are indicated on corresponding plans sheets. Information relating to these contaminated areas, sample locations, and investigation reports are available at the following web address by navigating to the correct letting year and month, then selecting, "Plans and Proposals", "Haywood U-4412", "GeoEnvironmental":

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

The Contractor shall not excavate any contaminated soil from Parcel U-4412_031 due to the potentially hazardous nature of the contaminants.

In advance of construction, the Department's specialty contractor will have demarked contaminated areas with a horizontal visual barrier and will have placed above the contaminated soils, clean, compacted fill approximately one foot deep. The fill will extend laterally to within approximately two feet of the easement line (beyond the slopestake line). The specialty contractor will have also installed a silt fence at the lateral terminus of the clean fill.

During construction, if requested to install erosion control ditches, the Contractor shall maintain a minimum 0.5 foot buffer of clean, compacted fill between the bottom of the erosion control ditch and the horizontal visual barrier that overlies contaminated soil.

Removal of the silt fencing shall ultimately be performed by the Contractor by the method of cutting the fencing and posts at the ground surface without disturbing the soil. Any portion of fencing and posts that lie below the ground surface shall remain in the ground.

If the Contractor inadvertently encounters soils below the horizontal visual barrier, or if the Contractor encounters soil with unusual odors or unusual soil staining, then the Contractor shall stop work in that area and contact the GeoEnvironmental Section to resolve the issue.

9-4-2013



Law Enforcement:

2-19-09

SPI

Description

Furnish Law Enforcement Officers and marked Law Enforcement vehicles to direct traffic in accordance with the contract.

Construction Methods

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

Measurement and Payment

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

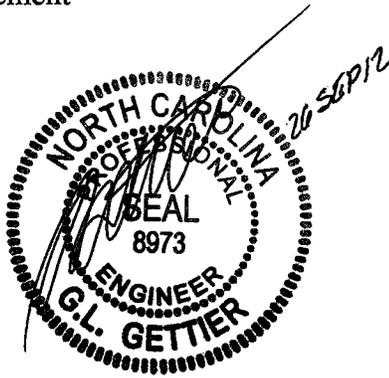
Payment will be made under:

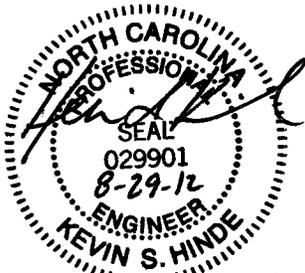
Pay Item

Law Enforcement

Pay Unit

Hour





PROJECT SPECIAL PROVISIONS
Utility Construction

The work covered by these specifications consists of constructing various utilities as required by the plans and provisions herein or as directed by the Engineer. The Contractor shall furnish any and all materials, labor, equipment, and incidentals necessary to complete the proposed utility work.

Apply the applicable provisions of the Rules and Regulations of the North Carolina Department of Environment and Natural Resources, Division of Environmental Health to the construction of water lines. Apply the Rules and Regulations of the North Carolina Department of Environment and Natural Resources, Division of Environmental Management to the construction of sanitary sewer lines except as otherwise provided.

UTILITY OWNERS' CONTACT INFORMATION:

There are multiple water and sewer lines on the project that belong to two (2) utility owners. They are listed below with the appropriate contact person.

1. The Town of Waynesville owns all of the sewer lines on the project and all of the water lines except for the 10" asbestos concrete (AC) water line on sheets UC-9 and UC-10. The contact for the Town of Waynesville is Mr. Fred Baker, PE. He can be reached by phone at 828-456-4410 or by e-mail at publicworksdirector@townofwaynesville.org.
2. The Junaluska Sanitary District owns the 10" asbestos concrete (AC) water line on sheets UC-9 and UC-10. The contact for Junaluska Sanitary District is Mr. Charlie Wright. He can be reached by phone at 828-452-1178 (office) or 828-507-6044 (mobile).

Before beginning work on any utility line owned by the Town of Waynesville, the contractor shall contact the Town of Waynesville to schedule a preconstruction conference. The conference must be completed at least 2 days before beginning construction.

GENERAL CONSTRUCTION REQUIREMENTS

The proposed utility construction shall meet the applicable requirements of the NCDOT Standard Specifications for Roads and Structures (January 2012), all applicable permits, as outlined in the following provisions, or as directed by the Engineer.

EXISTING UTILITIES

The Contractor will be required to excavate to determine the precise location of utilities, or other underground obstructions, which may be shown on the Construction Plans. Such location and excavation shall be at least 500 feet ahead of construction or as noted in the Special Provision Section of this document. All utility owners will be notified prior to excavation as required by the 1985 Underground Damage Prevention Act. Owners who are members of NC One-Call may be notified in accordance with current NC One-Call procedures. The Contractor will be fully responsible for damage to any utilities if the owners have not been properly notified as required by the Underground Damage Prevention Act. Utility owners may, at their option, have representatives present to supervise excavation in the vicinity of their utilities. The cost of such supervision, if any, shall be borne by the Contractor. Conflicts with underground utilities may necessitate changes in alignment and/or grade of this construction. All such changes will be approved by the Engineer before construction proceeds. When underground obstructions not shown on the Construction Plans are encountered, the Contractor shall promptly report the conflict to the Engineer and shall not proceed with construction until the conflict is resolved by the Engineer.

REPAIRS TO EXISTING FACILITIES

If repair or replacement of existing utilities (public/private) is required due to damage, obsolescence or other reasons not due to the negligence of the Contractor, the repairs shall be performed by the Contractor when so directed and payment will be made in accordance with the appropriate Pay Item.

Any repair or replacement is necessary due to the negligence of the Contractor, shall be performed by the Contractor at his expense, under the Engineer's direction.

INTERRUPTION OF WATER SERVICE

The Contractor will be required to have all materials and equipment on the job site seventy-two (72) hours prior to any planned service interruption. Existing water mains may be taken out of service for a maximum of 8 hours for each relocation, abandonment and/or re-connection unless otherwise directed by the Engineer or as shown on the Plans ***(see UC-9 and SPU-2 for special requirements for the 10" water line relocation east of Woodland Drive)***. The Contractor will provide adequate work force during this time to complete the required connection and refill and return the existing water main to service.

The Contractor will be required to dispose of any water from the isolated main and to dispose of air during the filling operation. The Contractor shall operate all valves required to isolate the existing mains as directed by the Inspector. The Town of Waynesville will not be responsible for delays, rescheduling, etc., resulting from incomplete isolation of the mains.

The Contractor will be responsible for notifications of all customers affected by the interruption of service. Service interruptions shall be scheduled at a time most convenient to the public.

Work may be required at night, weekends and/or holidays, as determined by NCDOT. Customers shall be notified at least 72 hours (not including weekends/holidays) prior to any interruption of service.

See UC-9 and SPU-2 for special requirements for the 10" water line relocation east of Woodland Drive.

UTILITY CONNECTIONS

Make connections between existing and proposed utilities at times most convenient to the public, without endangering the utility service, and in accordance with the Owner's requirements. Make connections on weekends, at night, and on holidays if necessary. Should the position of any pole, pipe, conduit, or other structure require removal or adjustment, the Engineer will coordinate the change with the owner of the obstructions or a representative of the Owner.

SEWER LINE CLEARANCE

Whenever a sewer main crosses under other utility lines (gas, telephone conduit, storm drain, etc.) there shall be 2 foot clearance between the top of the sewer and the bottom of the affected utility. Stone bedding shall be used from 6 inches below the sewer to 12 inches above the sewer from one foot outside the utility trench. If this clearance is not possible, the sewer line shall be Ductile Iron Pipe from one foot outside the utility trench with a minimum length of 10 feet.

EXCAVATION AND BACKFILL FOR UTILITY PIPELINE CONSTRUCTION

All excavations for pipe laying, manholes, piers, drainage ditches, grading and any other for the proper completion of this contract shall be included herein.

Excavation within street rights-of-way shall be backfilled when left unattended for more than 1 hour unless otherwise approved by the controlling agency. Excavations within sewer/water rights-of-way shall be backfilled, fenced or otherwise protected when left unattended for more than 1-hour. Fencing or other protection methods shall be designed to reasonably prevent people and large animals from entering the excavation.

A. Trench Excavation:

No more than 100 feet of trench shall be opened in advance of the pipe laying than is necessary to expedite the work unless prior approval is given by the Engineer. Ground conditions and/or location requirements shall govern the amount of trench open at any one time as determined by the Engineer. The maximum trench width shall be as indicated for each type of pipe specified. If the actual trench width exceeds the specified width, due to shoring methods, the Contractor must obtain approval from the Engineer.

B. Trench Width for Water Line:

Maximum trench width for pipe shall be equal to the outside diameter (as measured at the pipe barrel) of the pipe plus 16 inches.

Trench width shall be measured between faces of cut at the top of the pipe bell. If the Contractor varies from this requirement without approval of the Engineer, he shall at his own expense install Type II or Type III bedding defined in this specification.

C. Trench Width for Sewer Line:

The maximum trench width shall be measured between faces of cut at the top of the pipe bell. The trench width for 8 inch – 30 inch pipe shall be limited to the nominal pipe size plus 3 feet. If the Contractor varies from this requirement without prior approval of the Engineer, or if specified trench widths cannot be maintained, improved bedding and/or improved pipe material shall be installed as directed by the Engineer.

D. Trench Bottom Conformation:

The excavation shall be made to the elevations, grades, and lines shown on the Construction Plans. The trench bottom shall be excavated slightly above grade and cut down to the pipe grade by hand in the fine grading operation. The trench bottom shall be true and even with bell holes at each joint to provide the barrel of the pipe with soil or granular bedding support for its full length. This should prevent point loading at the bells. If the trench bottom is inadvertently cut below grade, the Contractor shall (at his own expense) fill it to grade with approved material thoroughly tamped, or with #67 bedding stone. Pipe depth and/or soil conditions may require Type II or Type III granular embedment. This bedding shall also be shaped to allow adequate support of the pipe. If the trench passes either under or over another pipeline or previous excavation, the trench bottom in this area shall be tamped, if necessary, so the disturbed soil has approximately the same supportive strength as the native soil.

E. Excavation for Bore Pits:

The excavation shall be controlled by the limits of the existing rights-of-way and shall not exceed these without prior written approval of the current property owner. The excavation shall be made

to the proper elevation, line and grade to install the casing pipe as shown on the construction plans. The pit bottom shall be true and even with adequate stabilization to maintain proper elevation and grade on the boring rig for the duration of the bore. The walls of the pit shall be shored or sloped to comply with OSHA requirements. The bore pit shall not be left open overnight on NCDOT maintained roadways without specific approval from the NCDOT. If approval is obtained, concrete median barriers are required to be placed around the bore pit within the road right-of-way.

A chain link fence shall be installed around the bore pits until bore pits are backfilled and brought to finished grade to prevent pedestrians and other non-approved personnel to enter the bore pit. The chain link fence shall be locked and access granted only to approved personnel.

F. Piling Excavated Material:

All excavated material shall be piled in a manner that will not endanger the work. Excavated material will be piled a safe distance away from the edge of the excavation allowing room for an adequate angle of repose and if shoring, sheeting, and bracing is used to protect the excavation, no material will be piled within 3 feet of the nearest edge. Sidewalks, driveways, hydrants, valve pit covers, valve boxes, curb stop boxes, existing manholes, fire and police call boxes, or other utility controls shall be unobstructed and accessible until the work is completed. Gutters, catch basins, and natural watercourses shall not be obstructed or silted.

G. Dewatering:

The Contractor shall at all times provide and maintain ample means and equipment with which to remove and properly dispose of water entering the excavation or other parts of the work and shall keep all excavations dry until such time as pipe laying and grading is completed. Water shall not be allowed to rise around the pipe in unbackfilled trenches nor shall it be allowed to rise over masonry until the concrete or mortar has set (minimum 24 hours). All water pumped or drained from the work shall be disposed of in such a manner as to minimize siltation and erosion on adjacent property or other construction.

H. Shoring and Shielding:

The Contractor shall comply with OSHA trenching and excavation regulations as revised in Subpart P of Part 1926 in the Federal Register. Shoring and/or shielding systems shall be used as specified in Subpart P to prevent caving of trench banks and to provide a safe excavation. The Contractor will be responsible for excavation safety and shall designate his "competent person" (as defined in Subpart P) for the determination of proper shielding/shoring systems. If, in the opinion of the Engineer, the trench/excavation is not in compliance with OSHA regulations, the Contractor may be directed to stop work. Continued unsafe conditions will be reported to the appropriate regulatory agency. The Contractor will be responsible for paying all fines resulting from safety violations.

PIPE LAYING

A. Bedding Types:

All bedding compaction shall be approx. 95% density in accordance with AASHTO T-99 as modified by NCDOT. When granular material embedment is required, the Contractor will backfill above the granular bedding as specified for Type I bedding to an elevation 1.0' above the top of the pipe bell.

Type I - Shaped Bottom Bedding:

Shaped bottom bedding shall be such that the pipe bears uniformly upon undisturbed native earth. Soil is then backfilled by hand around the pipe and completely under the

pipe haunches in uniform layers not exceeding 6" in depth to an elevation 1.0' above the top of the pipe bell. Each layer shall be placed then carefully and uniformly tamped so that the pipe is not damaged nor the alignment disturbed.

Type II - Granular Material Embedment:

For Type II bedding, the trench bottom shall be undercut a minimum of 6" below the pipe barrel grade and filled with an approved stone to an elevation such that the pipe will be completely and uniformly bedded to a vertical height of one-third the outside diameter of the pipe for the pipe's entire length and the entire width of the ditch. Type II embedment shall be used as directed by the Engineer.

Type III - Granular Material Embedment:

For Type III bedding, the trench bottom shall be undercut a minimum of 6" below the pipe barrel grade and filled with an approved stone to an elevation such that the pipe will be completely and uniformly bedded to vertical height of one-half the outside diameter of the pipe for the pipe's entire length and width of the ditch. Type III Granular material embedment shall be used as directed by the Engineer.

B. Depth of Pipe Installation:

Unless otherwise indicated on Plans, or required by existing utility location, all pipe will be installed with the top of the pipe at least 3.0' below the edge of adjacent roadway pavement or 3.0' below the ground at the pipe, whichever is greatest. The Contractor is instructed to check the construction plans and blow-up views for additional requirements.

Unless otherwise shown on the plans, the maximum depth of cover shall be as follows:

Type I Bedding	10 feet
Type II Bedding	15 feet
Type III Bedding	20 feet

The Contractor may be required to vary the depth of pipe to achieve minimum clearance from existing utilities while maintaining the minimum cover specified whether or not the existing pipelines, conduits, cables, mains, etc. are shown on the Plans.

CONCRETE

A. Portland Cement Concrete:

All concrete shall conform to the Standard Specifications for READY MIXED CONCRETE, ASTM C-94. An air-entraining admixture, conforming to ASTM C-260, shall be added to either Type I, Type II, or Type III Portland Cement. Fly Ash conforming to ASTM C-618 for Class C Fly Ash may be added to the concrete mix but shall not be considered as replacement for more than 10% of the cement therein (strengths shall not be less than hereinafter required).

Types I, IA, III and IIIA Portland Cement shall only be used for manhole inverts, concrete encasement, concrete blocking, and/or as directed by the Engineer, and shall conform to ASTM C-150. Types II and IIA Portland Cement shall be used in precast manholes, cast in place manhole structures, reinforced concrete pipe, reinforced concrete piers and concrete or reinforced concrete rip-rap as directed by the Engineer, and shall conform to ASTM C-150 except that Tricalcium Aluminate (3CaOAl₂O₃) content shall not exceed 8%.

B. Aggregates:

All aggregates used for concreting shall conform to ASTM C-33 and shall be checked daily for any variances in moisture content. Said variances shall be corrected and/or taken into consideration for each batch.

Coarse Aggregates shall be uniformly and evenly graded for each application in accordance with A.C.I. Standard 318. Unless otherwise approved, aggregate shall be sound, crushed, angular granitic stone. Smooth or rounded stone (river rock) shall not be acceptable.

Fine Aggregates shall consist of natural sand, manufactured sand or a combination thereof. Fine aggregates shall conform to the sieve analysis as specified in paragraph 4.1 of the standard except that the percent passing a No. 50 sieve shall not exceed 5% and the percent passing a No. 100 sieve shall be 0% as provided for in paragraph 4.2 of the standard.

C. Mix Design:

Concrete shall be watertight, resistant to freeze-thaw cycles and moderate sulfate attack, abrasion resistant, workable, and/or finishable. These qualities may be met through the use of admixtures (if and only if approved in the mix design as hereinafter specified) conforming to the appropriate ASTM with the exception of the use of calcium chloride, which shall be limited to no more than 1% by cement weight -thoroughly mixed to insure uniform distribution within the mix. If the concrete is used with reinforcing steel, no calcium chloride will be allowed.

The Contractor shall assume responsibility for concrete mixture. The concrete shall be proportioned to meet the following requirements: (Note: This mix does not apply "in total" to precast manhole or reinforced concrete pipe).

Compressive Strength	Minimum 3,600 PSI
Water-Cement Ratio by Weight	0.40-0.50 (as required by the application)
Slump	Min. 3" Max. 5"
Air Content (Entrained & Entrapped)	Min. 4% Max. 6%
Coarse Aggregate	0.75" – 1.50" (as required by the application)

When required by the Engineer, and prior to beginning construction, the Contractor, at his expense, shall obtain from an approved commercial testing laboratory a design for a suitable concrete mix and submit same with his list of materials and material suppliers for approval.

D. Curing Compound:

All concrete curing compounds shall conform to the standard specifications for LIQUID MEMBRANE - FORMING COMPOUNDS FOR CURING CONCRETE, ASTM C-309, Type 2.

Curing compounds shall be applied as forms are stripped.

E. Grouts:

All grouts shall be of a non-shrink nature (as may be achieved through additives or proportioning) and depending upon application range from plastic to flowable cement water paste. Testing as specified above for concrete may be required for acceptance of grouts to include frequent checks for consistency by a time-of-flow measurement.

Acceptable range of testing requirements:

Compressive Strength	10,500 PSI to 12,500 PSI
Bond Strength	1,350 PSI to 1,700 PSI
% Expansion	+0.025% to +0.75%

Expansion grouts shall be used only as directed by the Engineer. Grouts shall be mixed (if applicable) and placed in accordance with the manufacturer's current recommendations, for each specific application.

F. Mortar:

Mortar used in sanitary sewer manholes shall be hydraulic cement mortar in accordance with ASTM C-398. Mortar used in water meter vaults and water valve vaults shall be Type M mortar in accordance with ASTM C-270.

STONE AND BRICK

A. Granular Bedding Material:

All bedding material shall be angular, clean washed crushed stone graded in accordance with Size #67 in ASTM D-448 for "Standard Sizes of Coarse Aggregate" (NCDOT Standard size #67). Bedding material will be used only as instructed in the Specifications and/or as specifically directed by the Engineer.

B. Brick:

All brick used to construct manhole inverts or adjust frames shall be made from clay or shale, shall be solid only and shall be of standard building size. All brick shall meet or exceed the compressive strength and water absorption properties specified in ASTM C-32 for Grade MS brick or in-ASTM C-216 and ASTM C-62 for Grade SW brick.

OPERATING AND ADJUSTING EXISTING VALVES

The Contractor, in conjunction with the Inspector, will locate, operate, and log the number of turns for all valves which may require operation during this construction. The Contractor will locate and adjust any valve box which has been paved over, etc., if directed by the Engineer. This work will be completed ahead of water main pipe installation/relocation/ replacement. Any cost for adjusting existing valve boxes will be included in the appropriate pay item in the Proposal. Payment for operation valves, except during filling, for testing, disinfection and activation, will be in accordance with the appropriate pay item.

INSTALLING VALVES AND FITTINGS

VALVES

Valves and fittings shall be installed in the manner specified for installation and assembly of pipe. Valves and hydrants shall be installed at locations shown on the plans and/or as directed by the Engineer.

Valve Boxes:

The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut, with the box cover flush with the surface of the pavement or other existing surface.

Where the box is not set in pavement, the top section shall be anchored by an 18"x18"x6" concrete pad, or an approved pre-cast concrete pad, set flush with the existing terrain. The top section will be grouted into the pre-cast concrete pad. The location of valves will be identified by the letter "V" imprinted into the curb adjacent to mainline or hydrant valve.

All butterfly valves shall be installed with operating nuts plumb and centered beneath a manhole

frame and cover, valve box top section and riser pipe as shown in the standard details. Extension stems as shown on the standard detail will be required on valves where the operating nut is more than 4 feet below the top of the frame and cover.

Valve Blocking:

All end of line valves 12 inches and smaller installed on PVC or DIP water mains and all 12 inch valves installed along PVC water mains shall be securely wedge blocked with concrete bearing against, and cut into the excavated sides of the trench. Care shall be taken in forming and pouring the "wedge" blocking so the fitting joints will be accessible for repair and/or valve extraction.

Blocking Fittings:

All plugs, caps, tees, and bends deflecting 11-1/4 degree or more on pressure mains 6 inches in diameter or larger shall be provided with thrust blocking, placed as shown on the Plans and/or directed by the Engineer, and consisting of ready mix concrete having compressive strength of not less than 3,600 PSI at 28 days.

Bagged mix concrete may be used for blocking, anchorage, concrete valve pads, etc. on water mains and valves 12 inches or smaller, when less than 0.5 yd³ is required. Blocking shall be placed between solid ground and the fittings to be anchored. The area of bearing on the pipe and on the ground in each instance shall be that shown or directed by the Engineer. The blocking shall be so placed that the pipe and fittings will be accessible for repair.

WATER/SANITARY SEWER PAY ITEM DESCRIPTIONS

"Adjustment" shall be defined as "vertical" movement only. "Relocation" shall be defined as horizontal movement and shall include the associated vertical adjustment. Payment will be made accordingly to the unit price bid in the Proposal.

SPU-1; RELOCATE EXISTING WATER VAULT:

The Contractor shall provide all labor and equipment necessary to remove and install the existing water vault at the appropriate location and the work shall be done in accordance with the applicable utility provisions herein, as shown on the utility plans, and/or as directed by the Engineer.

The relocation of the existing water vault may include, but is not limited to, any meters, valves, piping, or fittings. All pipe and fittings necessary to reconnect the water vault to the water main shall be considered incidental.

Any electrical service connections and relocations, in addition to all permits, licenses and inspections shall be the responsibility of the Contractor and considered incidental to this relocation.

The quantity of water vaults installed in accordance with the plans and utility provisions herein and accepted, will be measured and paid for at the contract unit price per each for "Relocate Existing Water Vault". Such prices and payments will be full compensation for all materials, removal and relocating water vault, pipe, fittings, tapping saddles, equipment, excavation, labor, backfilling, and incidentals necessary to complete the work as required.

Pay Item
Relocate Existing Water Vault

Pay Unit
Each

SPU-2: 10" WATER LINE WITH TEMPORARY BYPASS:

The Contractor shall provide all labor and equipment necessary to relocate the 10" water line east of Woodland Drive at the appropriate location and the work shall be done in accordance with the applicable utility provisions herein, as shown on the utility plans, and/or as directed by the Engineer.

The 10" water line east of Woodland Drive shall remain in service at all times without disruption to customers. Due to the large cut section in this area, the water line relocation may be phased by use of a temporary bypass in order to install the proposed and permanent 10" water line.

The quantity of 10" water line with temporary bypass which has been incorporated into the completed and accepted work will be measured from end to end by the linear foot in place with no deduction for length through valves or other fixtures for the proposed and permanent 10" water line. The quantity of 10" water line with temporary bypass measured, as provided above, will be paid for at the contract unit price per linear foot of "10" Water Line with Temporary Bypass" installed. Such prices and payments will be full compensation for furnishing and installing all materials associated with the temporary bypass operation, including, but not limited to temporary bypass pipe, temporary bypass fittings, and temporary bypass valves. Such prices and payments will also be full compensation for furnishing and installing the proposed and permanent 10" water pipe, line stops, fittings, accessories, compression couplings, anchoring, connections, pressure test, leak test, sterilization, backfilling, compaction and incidentals necessary to complete the work as required.

Pay Item
10" Water Line with Temporary Bypass

Pay Unit
Linear Feet

U-4412
Haywood County

Utility Construction Special Provisions

Buried Telecommunications Duct

(Extension to Telecommunications Conduit Hanger System)

<p>Design Prepared By UC Synergetic N.C. Lic # F-1107 8024 Glenwood Ave Suite 230 Raleigh, NC 27612 Matthew J. Girard, PE</p>	
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I. Scope of Work

Provide materials, equipment, labor to construct the conduit extension of the hanger system in the attached "Structure Utilities Plans and Special Provisions" to carry telecommunication cables outside the span of the U-4412 Bridge in the right of way. Others designated by AT&T will install telecommunications cables in the conduit system after the completion of this work.

II. General Construction Requirements

Conduit system constructed solely for ownership by AT&T North Carolina (AT&T). Contact for AT&T is

Scott Addington, Manager OSP Planning & Design
AT&T Network Operations
500 Duncan Hill Rd
Hendersonville, NC 28792
828-258-7138

Conduit system shall be installed by the U-4412 NCDOT Project Contractor (NCDOT Contractor). Conduit shall be continuous from -L- Sta 63+01 to -L- Sta 72+02.38 and built according to the NCDOT 2012 Standard Specifications for Roads and Structures and as specified in these provisions and/or construction drawings. The conduit directly buried will exist from -L- Sta 63+01 to -L- Sta 64+61.81 (approximately 161 ft) and from -L- Sta 69+96.31 to -L- Sta 72+02.38 (approximately 206 ft). Refer to the "Structure Utility Plans and Special Provisions" for details on conduit suspended from the bridge connecting these two buried sections.

Three total ducts will be arranged in a one-high by three-wide configuration for the direct burial installations. Substitutions to materials or construction methods proposed by NCDOT or NCDOT Contractor must be approved by AT&T.

All conduit sections shall be solvent-welded. Apply solvent adhesive and dispose of waste and containers according to manufacturer specifications. The conduit shall not at any time be heated for any purpose, including for joining sections or bending. All horizontal or vertical bends shall be constructed using straight lengths of conduit. Bend radii of conduits shall be 80 feet or greater. Preformed bends shall not be used unless approved by AT&T.

NCDOT Contractor shall notify AT&T two weeks prior to commencement of any work and one week prior to testing and provide access to AT&T representatives during all phases of construction.

After backfilling, the total length of conduit shall be tested by pulling a D conduit mandrel through two non adjacent ducts. If the mandrel will not pass through the ducts being tested, the conduit must be exposed and the defect corrected. Backfill and repeat the mandrel test in the conduit that failed.

Contractor shall provide documentation that the total assembled length of the conduit has successfully passed a Mandrel Test prior to AT&T acceptance. Mandrel testing shall be witnessed by an AT&T representative.

III. **Direct Buried Conduit Requirements**

Direct Buried conduit shall be 4-inch ID Type C Plastic Telephone Duct. From the end bents (conduit bank approximately six feet below surface of the ground) to the final depth of each conduit (3 feet below ground), a vertical grade of the duct bank shall be constructed with a 1:10 ratio of vertical to horizontal (away from the bent). Any other changes in vertical grade shall be constructed at a rate of one vertical foot for every ten horizontal feet (10%).

Trench width shall be 17.5 inches to provide at least 2 inches of clearance between the trench sidewalls and the conduit. Conduit shall be bundled with no horizontal separation. Use 2-inch wooden stakes on either side of the bank at 10-foot intervals to stabilize ducts during backfill of trench. Backfill around the conduit shall be compacted sand or granular fill, including 1 inch of compacted backfill directly beneath, 2 inches on either side, and 12 inches of compacted backfill directly above the single-tier duct bank. Remove stakes prior to compacting backfill. The remainder of the trench shall be backfilled and compacted with select material free of large stones, rocks, frozen material, and other hard debris. The minimum cover depth for buried conduits shall be 36 inches from final grade to the top of the conduit. At the close of each work day, install temporary universal 4-inch plugs to all exposed conduit ends to keep out foreign materials.

Seal conduit ends with solid rubber conduit plugs to preserve the ends for future extension. Marker balls shall be installed by NCDOT Contractor at duct ends (-L- Sta 63+01, -L- Sta 72+02.38). Marker balls will be supplied by AT&T.

IV. Measurement and Payment

Buried Telecommunications Duct will be measured and paid for by the linear foot. Such price and payment will be full compensation for all work covered by this provision, including but not limited to the materials, equipment, labor to construct the conduit duct bank at the specified locations (away from the bridge) in the right of way and join with the associated *Telecommunications Conduit and Hanger System* (separate Pay Item) described in detail on the "Structure Utilities Plans and Special Provisions."

V. Pay Items

Buried Telecommunications Duct

Pay Unit

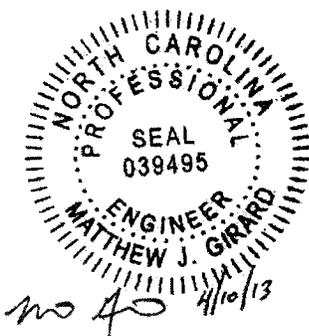
Linear Foot

U-4412
Haywood County

Utility Special Provisions

Buried Power Duct

(Extension to Power Line Conduit and Hanger System)

<p>Design Prepared By UC Synergetic N.C. Lic # F-1107 8024 Glenwood Ave Suite 230 Raleigh, NC 27612 Matthew J. Girard, PE</p>	
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I. Scope of Work

Provide materials, equipment, labor to construct the extension of the hanger system in the attached "Structure Utilities Plans and Special Provisions" to carry primary power cable lines. Others designated by Progress Energy will install power conductor cables in the conduit system after the completion of this work.

II. General Construction Requirements

Conduit system constructed solely for ownership by Progress Energy Carolinas (Progress Energy). Contact for Progress Energy is

Jimmy Perry
1020 W Chatham St
Cary, NC 27511-6201
919-481-6117

Conduit system shall be installed by the U-4412 NCDOT Project Contractor (NCDOT Contractor). Conduit shall be continuous from -L- Station 62+51.50 to 70+85.89 and built according to the NCDOT 2012 Standard Specifications for Roads and Structures, the National Electric Safety Code, and as specified in these provisions and/or construction drawings. The conduit directly buried will exist from -L- Sta 62+51.50 to -L- Sta 64+61.81 (approximately 210 ft) and from -L- Sta 69+96.31 to -L- Sta 70+85.89 (approximately 89 ft). Refer to the "Structure Utility Plans and Special Provisions" for details on conduit suspended from the bridge connecting these two buried sections.

Four total ducts will be arranged in a one-high by four-wide configuration for both bridge and direct burial installations. Substitutions to materials or construction methods proposed by NCDOT or NCDOT Contractor must be approved by Progress Energy.

All conduit sections shall be solvent-welded (excluding sliding section of expansion coupling). Apply solvent adhesive and dispose of waste and containers according to manufacturer specifications. The conduit shall not at any time be heated for any purpose, including for joining sections or bending. Bend radii of conduits shall be 80 feet or greater.

NCDOT Contractor shall notify Progress Energy two weeks prior to commencement of any work and one week prior to testing and provide access to Progress Energy representatives during all phases of construction.

The total assembled length of the conduit shall successfully pass a Mandrel Test prior to Progress Energy acceptance. Testing shall be witnessed by a Progress Energy representative.

III. Direct Buried Conduit Requirements

Direct Buried conduit shall be 6-inch ID Schedule 40 Duct. From the end bents (conduit bank approximately six feet below surface of the ground) to the final depth of each conduit (3 feet below ground), a vertical grade of the duct bank shall be constructed with a 1:10 ratio of vertical to horizontal (away from the bent).

Trench width shall be 36 inches. The bottom of the trench should be undisturbed, tamped, or relatively smooth earth. Where the excavation is in rock, the conduit should be laid on a protective layer of clean tamped backfill. Conduit shall be bundled (laid flat with no horizontal separation). Use 2-inch wooden stakes on either side of the bank at 10-foot intervals to stabilize ducts during backfill of trench. Remove stakes prior to compacting backfill. Backfill should be 22 inches deep, including 1 inch of compacted backfill beneath and 12 inches of compacted backfill above the single-tier duct bank. Backfill within 6" of the conduit should be free of solid material greater than 4" in maximum dimension or with sharp edges likely to damage it. The balance of the backfill should be free of solid material greater than 6" in maximum dimension. Backfilling shall include alternating between fill and tamping the first 12" and each additional 12" increment. Backfill shall be compacted such that washing and settling does not occur. Additional buildup of backfill may be necessary if washing and settling does occur. Final surface compaction shall limit the amount of settling to ½" or less. Selected material above compacted backfill shall be free of large stones, rocks, and other hard debris. The minimum cover depth for buried conduits shall be 36 inches. At the close of each work day, install temporary universal 6-inch plugs to all exposed conduit ends to keep out foreign materials.

Seal conduit ends with solid rubber conduit plugs to preserve the ends for future extension. Cable markers that protrude from the ground after final grade shall be installed by NCDOT Contractor at duct ends (62+51.50, 70+85.89). Cable markers will be supplied by Progress Energy.

IV. Measurement and Payment

Buried Power Duct will be measured and paid for by the linear foot. Such price and payment will be full compensation for all work covered by this provision, including but not limited to the materials, equipment, labor to construct the conduit duct bank at the specified locations away from the bridge and join with the associated *Power Line Conduit and Hanger System* (separate Pay Item) described in detail on the "Structure Utilities Plans and Special Provisions."

V. Pay Items

Buried Power Duct

Pay Unit

Linear Foot

PROJECT SPECIAL PROVISIONS

Utilities

UTILITY CONFLICTS:

General:

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

- A. Town of Waynesville
- B. Progress Energy
- C. AT&T
- D. PSNC Energy
- E. Charter Communications

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

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

Utilities Requiring Adjustment:

A. Town of Waynesville

- 1. See "Utilities By Others Plans" for utility conflicts.
- 2. The contact for the Town of Waynesville for electric utilities is Mr. Philip Wyatt. Mr. Wyatt may be reached at (828) 456-3706.
- 3. All electric facilities have been relocated.

B. Progress Energy

- 1. See "Utilities By Others Plans" for utility conflicts.
- 2. The contact for Progress Energy for distribution lines is Mr. Jimmy Perry. Mr. Perry may be reached at (919) 481-6117. The contact for Progress Energy for transmission lines is Mr. Jamie Loy. Mr. Loy may be reached at (919) 546-6034.
- 3. The Progress Energy ducts attached to the bridge and ducts approaching the bridge are constructed by the Highway Contractor. Progress Energy will install cables in this duct system after completion of the bridge. Progress Energy requires 2 weeks' notice to begin this work and 4 months to complete the work.

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4. Transmission lines will be relocated by February 25, 2014. Except as noted above, distribution lines will be relocated by July 15, 2014.

C. AT&T

1. See "Utilities By Others Plans" for utility conflicts.
2. The contact for AT&T is Mr. Scott Addington. Mr. Addington may be reached at (828) 258-7138.
3. The AT&T ducts attached to the bridge and ducts approaching the bridge are constructed by the Highway Contractor. AT&T will install cables in this duct system after completion of the bridge. AT&T requires 2 weeks' notice to begin this work and 4 months to complete the work.
4. Except as noted above, all facilities will be relocated by September 30, 2014.

D. PSNC Energy

1. See "Utilities By Others Plans" for utility conflicts.
2. The contact for PSNC Energy is Mr. Kenneth Owenby. Mr. Owenby may be reached at (828) 670-3527.
3. PSNC facilities between Sta. 10+00 and Sta. 25+50 will be relocated by July 15, 2014.
4. PSNC facilities between Sta. 37+00 and Sta. 65+10 will be relocated at the completion of grading work. PSNC required two weeks' notice to begin work and eight weeks to complete the work.

E. Charter Communications

1. See "Utilities By Others Plans" for utility conflicts.
2. The contact for Charter Communications is Mr. John Grindstaff. Mr. Grindstaff may be reached at (828) 505-7791.
3. All facilities will be relocated by August 31, 2014.

U-4412

**Project Special Provisions
Erosion Control**

Haywood County

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:

(WestEd)

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

Shoulder and Median Areas

August 1 - June 1

20#	Kentucky Bluegrass
75#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

May 1 - September 1

20#	Kentucky Bluegrass
75#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

May 1 - September 1

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

Approved Tall Fescue Cultivars

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

Approved Kentucky Bluegrass Cultivars:

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

Approved Hard Fescue Cultivars:

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

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza and 15# Crown Vetch January 1 - December 31.

The Crown Vetch Seed should be double inoculated if applied with a hand seeder. Four times the normal rate of inoculant should be used if applied with a hydroseeder. If a fertilizer-seed slurry is used, the required limestone should also be included to prevent fertilizer acidity from killing the inoculant bacteria. Caution should be used to keep the inoculant below 80° F to prevent harm to the bacteria. The rates and grades of fertilizer and limestone shall be the same as specified for *Seeding and Mulching*.

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

Native Grass Seeding And Mulching

(West)

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

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

August 1 - June 1

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

May 1 – September 1

- 18# Creeping Red Fescue
- 8# Big Bluestem
- 6# Indiangrass
- 4# Switchgrass
- 25# German or Browntop Millet
- 500# Fertilizer
- 4000# Limestone

Approved Creeping Red Fescue Cultivars:

- Aberdeen
- Boreal
- Epic
- Cindy Lou

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

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

Measurement and Payment

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

109**TEMPORARY SEEDING:**

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

FERTILIZER TOPDRESSING:

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

SUPPLEMENTAL SEEDING:

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

MOWING:

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

LAWN TYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones $\frac{3}{4}$ " and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

REFORESTATION:**Description**

Reforestation will be planted in areas as directed. *Reforestation* is not shown on the plan sheets. See the Reforestation Detail Sheet.

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

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

Materials

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

Construction Methods

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

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

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

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

Measurement and Payment

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

RESPONSE FOR EROSION CONTROL:

Description

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

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Response for Erosion Control	Each

ENVIRONMENTALLY SENSITIVE AREAS:

Description

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

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

Construction Methods**(A) Clearing and Grubbing**

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

(B) Grading

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

(C) Temporary Stream Crossings

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-13(B) of the *Standard Specifications*.

(D) Seeding and Mulching

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

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

(E) Stage Seeding

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

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

MINIMIZE REMOVAL OF VEGETATION:

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

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

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

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

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. 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.

116**(B) Boundary Flagging**

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

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

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(3)(d) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
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.

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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 ²
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

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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:**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 Faircloth Skimmers or other approved equivalent device, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing a geotextile emergency spillway liner, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drain, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

Materials

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

Provide appropriately sized Faircloth skimmer or other approved equivalent 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 Faircloth skimmer to serve as the barrel pipe through the earthen dam.

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

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Construction Methods

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

Install Faircloth skimmer or other approved equivalent 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 Faircloth skimmer according to manufacturer recommendations. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line emergency spillway with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for the emergency spillway is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer

edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Skimmer Basin with Baffles detail. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

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

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

Measurement and Payment

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

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

Pay Item	Pay Unit
__" Skimmer	Each
Coir Fiber Mat	Square Yard

TIERED SKIMMER BASIN WITH BAFFLES:

Description

Provide a tiered skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Tiered Skimmer Basin Detail sheet provided in the erosion control plans. Tiered Skimmer Basins shall be installed in areas where topography creates a large elevation difference between the inlet and outlet of a single skimmer basin. Work includes constructing sediment basins, installation of coir fiber baffles, installation of temporary slope drains, furnishing, installation and cleanout of Faircloth Skimmers or other approved equivalent device, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing geotextile emergency spillway liners, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drains, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

Materials

Item	Section
Stone for Erosion Control, Class B	1042
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

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Temporary Slope Drain
Coir Fiber Baffle

1622-2
1640

Provide appropriately sized Faircloth skimmer or other approved equivalent 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 Faircloth skimmer to serve as the barrel pipe through the earthen dam.

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

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Construction Methods

Excavate basins according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drains and construct the emergency spillways according to the Tiered Skimmer Basin Detail sheet in the erosion control plans. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*. Multiple upper basins, or Modified Silt Basins Type 'B' as labeled on the detail, may be required based on site conditions and as directed.

Install Faircloth skimmer or other approved equivalent 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 Faircloth skimmer according to manufacturer recommendations. Attach the rope included with the skimmer to the tee between

the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Install a minimum of 2 (two) temporary slope drains to dewater the upper basin to the lower basin. The slope drains shall be installed a minimum of 6 inches, or one radius width of the temporary slope drain pipe, below the base of the emergency spillway section of the upper basin. The outlet of the slope drains shall be placed on the bottom elevation of the lower basin.

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

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

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

Measurement and Payment

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

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

Pay Item	Pay Unit
__" Skimmer	Each
Coir Fiber Mat	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 ³ +/- 10%
Net Material	Coir Fiber
Net Openings	2 in. x 2 in.
Net Strength	90 lbs.
Minimum Weight	2.6 lbs./ft. +/- 10%

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

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

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

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

Construction Methods

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

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

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

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

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound
Coir Fiber Wattle	Linear Foot

COIR FIBER WATTLE BARRIER:

(8-21-12) 1630

Description

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

Materials

Coir fiber wattle shall meet the following specifications:

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

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

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item
Coir Fiber Wattle

Pay Unit
Linear Foot

TEMPORARY ROCK SILT CHECK TYPE A WITH EXCELSIOR MATTING AND POLYACRYLAMIDE (PAM):

Description

Temporary Rock Silt Checks Type A with Excelsior Matting and Polyacrylamide (PAM) are devices utilized in temporary and permanent ditches to reduce runoff velocity and incorporate PAM into the construction runoff to increase settling of sediment particles and reduce turbidity of runoff. Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of Temporary Rock Silt Checks Type A, matting installation, PAM application, and removing Temporary Rock Silt Checks Type A with Excelsior Matting and PAM.

Materials

Structural stone shall be class B stone that meets the requirements of Section 1042 of the *Standard Specifications* for Stone for Erosion Control, Class B.

Sediment control stone shall be #5 or #57 stone, which meets the requirements of Section 1005 of the *Standard Specifications* for these stone sizes.

Matting shall meet the requirements of Excelsior Matting in Subarticle 1060-8(B) of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

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

Construction Methods

Temporary Rock Silt Checks Type A shall be installed in accordance with Subarticle 1633-3(A) of the *Standard Specifications*, Roadway Standard Drawing No. 1633.01 and the detail provided in the plans.

Installation of matting shall be in accordance with the detail provided in the plans, and anchored by placing Class B stone on top of the matting at the upper and lower ends.

Apply PAM at a rate of 3.5 ounces over the center portion of the Temporary Rock Silt Checks Type A and matting where the water is going to flow over. PAM applications shall be done during construction activities and after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM until the project is accepted or until the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are removed, and shall remove and dispose of silt accumulations at the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

Measurement and Payment

Temporary Rock Silt Checks Type A will be measured and paid for in accordance with Article 1633-5 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound

IMPERVIOUS DIKE:

Description

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

Materials

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Impervious Dike	Linear Foot

TEMPORARY PIPE FOR CULVERT CONSTRUCTION:

Description

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
___" Temporary Pipe	Linear Foot

STREAM CHANNEL RELOCATION LIMITATIONS:

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

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

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

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

Approx. Sta. 15+00 to 16+00 -L- right

STREAMBANK REFORESTATION:

Description

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

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

Materials

Item	Section
Coir Fiber Mat	1060-14

Live Stakes:

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

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

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

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Bare Root Seedlings:

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

Construction Methods

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

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

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

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

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

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

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

Tamp live stakes perpendicularly into the finished bank slope with a dead blow hammer, with buds oriented in an upward direction. Stakes should be tamped until approximately $\frac{3}{4}$ of the stake length is within the ground. The area around each live stake shall be compacted by foot after the live stake has been installed.

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

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

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

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

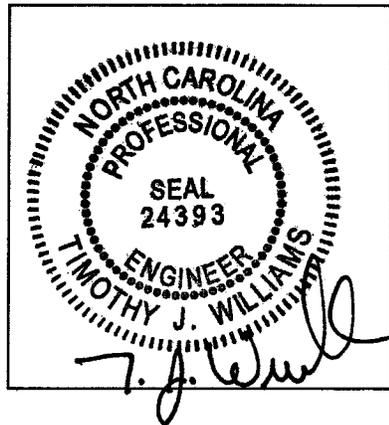
Seasonal Limitations: Streambank reforestation shall be planted from November 15 through March 15.

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Streambank Reforestation	Acre



Project Special Provisions (Version 12.1) Signals and Intelligent Transportation Systems

Prepared By: M. Mahbooba
2-Oct-12

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1. SIGNAL HEADS

1.1.MATERIALS

A. General:

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 12-inch and 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Fabricate 9-inch pedestrian signal head housings, end caps, and visors from virgin polycarbonate material. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel or corrosion resistant material.

Fabricate tunnel and traditional visors from sheet aluminum.

Paint all surfaces inside and outside of signal housings and doors. Paint outside surfaces of tunnel and traditional visors, messenger cable mounting assemblies, pole and pedestal mounting assemblies, and pedestrian pushbutton housings. Have electrostatically-applied, fused-polyester paint in highway yellow (Federal Standard 595C, Color Chip Number 13538) a minimum of 2.5 to 3.5 mils thick. Do not apply paint to the latching hardware or rigid vehicle signal head mounting brackets for mast-arm attachments.

Have the interior surfaces of tunnel and traditional visors painted an alkyd urea black synthetic baking enamel with a minimum gloss reflectance and meeting the requirements of MIL-E-10169, "Enamel Heat Resisting, Instrument Black."

For pole mounting, provide side of pole mounting assemblies with framework and all other hardware necessary to make complete, watertight connections of the signal heads to the poles and pedestals. Fabricate the mounting assemblies and frames from aluminum with all necessary hardware, screws, washers, etc. to be stainless steel. Provide mounting fittings that match the positive locking device on the signal head with the serrations integrally cast into the brackets. Provide upper and lower pole plates that have a 1 ¼-inch vertical conduit entrance hubs with the hubs capped on the lower plate and 1 ½-inch horizontal hubs. Ensure that the assemblies provide rigid attachments to poles and pedestals so as to allow no twisting or swaying of the signal heads. Ensure that all raceways are free of sharp edges and protrusions, and can accommodate a minimum of ten Number 14 AWG conductors.

For pedestal mounting, provide a post-top slipfitter mounting assembly that matches the positive locking device on the signal head with serrations integrally cast into the slipfitter. Provide stainless steel hardware, screws, washers, etc. Provide a minimum of six 3/8 X 3/4-inch long square head bolts for attachment to pedestal. Provide a center post for multi-way slipfitters.

For light emitting diode (LED) traffic signal modules, provide the following requirements for inclusion on the Department's Qualified Products List for traffic signal equipment.

1. Sample submittal,
2. Third-party independent laboratory testing results for each submitted module with evidence of testing and conformance with all of the Design Qualification Testing specified in section 6.4 of each of the following Institute of Transportation Engineers (ITE) specifications:
 - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement
 - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement
 - Pedestrian Traffic Control Signal Indications –Light Emitting Diode (LED) Signal Modules.

(Note: The Department currently recognizes two approved independent testing laboratories. They are Intertek ETL Semko and Light Metrics, Incorporated with Garwood Laboratories. Independent laboratory tests from other laboratories may be considered as part of the QPL submittal at the discretion of the Department,

3. Evidence of conformance with the requirements of these specifications,
4. A manufacturer's warranty statement in accordance with the required warranty, and
5. Submittal of manufacturer's design and production documentation for the model, including but not limited to, electrical schematics, electronic component values, proprietary part numbers, bill of materials, and production electrical and photometric test parameters.
6. Evidence of approval of the product to bear the Intertek ETL Verified product label for LED traffic signal modules.

In addition to meeting the performance requirements for the minimum period of 60 months, provide a written warranty against defects in materials and workmanship for the modules for a period of 60 months after installation of the modules. During the warranty period, the manufacturer must provide new replacement modules within 45 days of receipt of modules that have failed at no cost to the State. Repaired or refurbished modules may not be used to fulfill the manufacturer's warranty obligations. Provide manufacturer's warranty documentation to the Department during evaluation of product for inclusion on Qualified Products List (QPL).

B. Vehicle Signal Heads:

Comply with the ITE standard "Vehicle Traffic Control Signal Heads". Provide housings with provisions for attaching backplates.

Provide visors that are 8 inches in length for 8-inch vehicle signal head sections. Provide visors that are 10 inches in length for 12-inch vehicle signal heads.

Provide a termination block with one empty terminal for field wiring for each indication plus one empty terminal for the neutral conductor. Have all signal sections wired to the termination block. Provide barriers between the terminals that have terminal screws with a minimum Number 8 thread size and that will accommodate and secure spade lugs sized for a Number 10 terminal screw.

Mount termination blocks in the yellow signal head sections on all in-line vehicle signal heads. Mount the termination block in the red section on five-section vehicle signal heads.

Furnish vehicle signal head interconnecting brackets. Provide one-piece aluminum brackets less than 4.5 inches in height and with no threaded pipe connections. Provide hand holes on the bottom of the brackets to aid in installing wires to the signal heads. Lower brackets that carry no wires and are used only for connecting the bottom signal sections together may be flat in construction.

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate mounting assemblies from malleable iron or steel and provide serrated rings made of aluminum. Provide messenger cable hangers and balance adjusters that are galvanized before being painted. Fabricate balance adjuster eyebolt and eyebolt nut from stainless steel or galvanized malleable iron. Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, bolts, clevis pins, cotter pins, nuts, and U-bolt clamps from stainless steel.

For mast-arm mounting, provide rigid vehicle signal head mounting brackets and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the mast arms and to provide a means for vertically adjusting the vehicle signal heads to proper alignment. Fabricate the mounting assemblies from aluminum, and provide serrated rings made of aluminum.

Provide stainless steel cable attachment assemblies to secure the brackets to the mast arms. Ensure all fastening hardware and fasteners are fabricated from stainless steel.

Provide LED vehicular traffic signal modules (hereafter referred to as modules) that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections. Use LEDs that are aluminum indium gallium phosphorus (AlInGaP) technology for red and yellow indications and indium gallium nitride (InGaN) for green indications. Install the ultra bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

For the modules, provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard signal head. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Tint the red, yellow and green lenses to correspond with the wavelength (chromaticity) of the LED. Transparent tinting films are unacceptable. Provide a lens that is integral to the unit with a smooth outer surface.

1. LED Circular Signal Modules:

Provide modules in the following configurations: 12-inch circular sections, and 8-inch circular sections. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer’s model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer’s certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE “Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement” dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Circular Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red circular	17	11
8-inch red circular	13	8
12-inch green circular	15	15
8-inch green circular	12	12

For yellow circular signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to insure power required at 77° F is 22 Watts or less for the 12-inch circular module and 13 Watts or less for the 8-inch circular module.

Note: Use a wattmeter having an accuracy of ±1% to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

2. LED Arrow Signal Modules

Provide 12-inch omnidirectional arrow signal modules. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement" dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Arrow Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red arrow	12	9
12-inch green arrow	11	11

For yellow arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Arrow Supplement to insure power required at 77° F is 12 Watts or less.

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of an arrow traffic signal module. Power may also be derived from voltage, current and power factor measurements.

C. Pedestrian Signal Heads:

Provide pedestrian signal heads with international symbols that meet the MUTCD. Do not provide letter indications.

Comply with the ITE standard for "Pedestrian Traffic Control Signal Indications" and the following sections of the ITE standard for "Vehicle Traffic Control Signal Heads" in effect on the date of advertisement:

- Section 3.00 - "Physical and Mechanical Requirements"
- Section 4.01 - "Housing, Door, and Visor: General"
- Section 4.04 - "Housing, Door, and Visor: Materials and Fabrication"
- Section 7.00 - "Exterior Finish"

Provide a double-row termination block with three empty terminals and number 10 screws for field wiring. Provide barriers between the terminals that accommodate a spade lug sized for number 10 terminal screws. Mount the termination block in the hand section. Wire all signal sections to the terminal block.

Where required by the plans, provide 16-inch pedestrian signal heads with traditional three-sided, rectangular visors, 6 inches long. Where required by the plans, provide 12-inch pedestrian signal heads with traditional three-sided, rectangular visors, 8 inches long.

Provide 2-inch diameter pedestrian push-buttons with weather-tight housings fabricated from die-cast aluminum and threading in compliance with the NEC for rigid metal conduit. Provide a weep hole in the housing bottom and ensure that the unit is vandal resistant.

Provide push-button housings that are suitable for mounting on flat or curved surfaces and that will accept 1/2-inch conduit installed in the top. Provide units that have a heavy duty push-button

assembly with a sturdy, momentary, normally-open switch. Have contacts that are electrically insulated from the housing and push-button. Ensure that the push-buttons are rated for a minimum of 5 mA at 24 volts DC and 250 mA at 12 volts AC.

Provide standard R10-3 signs with mounting hardware that comply with the MUTCD in effect on the date of advertisement. Provide R10-3E signs for countdown pedestrian heads and R10-3B for non-countdown pedestrian heads.

Design the LED pedestrian traffic signal modules (hereafter referred to as modules) for installation into standard pedestrian traffic signal sections that do not contain the incandescent signal section reflector, lens, eggcrate visor, gasket, or socket. Provide modules that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp. Use LEDs that are of the latest aluminum indium gallium phosphorus (AlInGaP) technology for the Portland Orange hand and countdown displays. Use LEDs that are of the latest indium gallium nitride (InGaN) technology for the Lunar White walking man displays. Install the ultra-bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

Design all modules to operate using a standard 3 - wire field installation. Provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard pedestrian signal housing. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Provide modules in the following configuration: 16-inch displays which have the solid hand/walking man overlay on the left and the countdown on the right, and 12-inch displays which have the solid hand/walking man module as an overlay. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Pedestrian Traffic Control Signal Indicators - Light Emitting Diode (LED) Signal Modules" dated August 04, 2010 (hereafter referred to as PTCSI Pedestrian Standard) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the PTCSI Pedestrian Standard:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
Hand Indication	16	13
Walking Man Indication	12	9
Countdown Indication	16	13

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

Provide module lens that is hard coated or otherwise made to comply with the material exposure and weathering effects requirements of the Society of Automotive Engineers (SAE) J576. Ensure all

exposed components of the module are suitable for prolonged exposure to the environment, without appreciable degradation that would interfere with function or appearance.

Ensure the countdown display continuously monitors the traffic controller to automatically learn the pedestrian phase time and update for subsequent changes to the pedestrian phase time.

Ensure the countdown display begins normal operation upon the completion of the preemption sequence and no more than one pedestrian clearance cycle.

D. Signal Cable:

Furnish 16-4 and 16-7 signal cable that complies with IMSA specification 20-1 except provide the following conductor insulation colors:

- For 16-4 cable: white, yellow, red, and green
- For 16-7 cable: white, yellow, red, green, yellow with black stripe tracer, red with black stripe tracer, and green with black stripe tracer. Apply continuous stripe tracer on conductor insulation with a longitudinal or spiral pattern.

Provide a ripcord to allow the cable jacket to be opened without using a cutter. IMSA specification 19-1 will not be acceptable. Provide a cable jacket labeled with the IMSA specification number and provide conductors constructed of stranded copper.

2. TRAFFIC SIGNAL SUPPORTS

2.1. METAL TRAFFIC SIGNAL SUPPORTS – ALL POLES

A. General:

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

Provide metal traffic signal support systems that contain no guy assemblies, struts, or stay braces. Provide designs of completed assemblies with hardware that equals or exceeds AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals* 4th Edition, 2001 (hereafter called 4th Edition AASHTO), including the latest interim specifications. Provide assemblies with a round or near-round (18 sides or more) cross-section, or a multi sided cross section with no less than six sides. The sides may be straight, convex, or concave.

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

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

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

necessary after galvanizing. Perform repair of damaged galvanizing that complies with the following:

Repair of GalvanizingArticle 1076-6

Comply with article 1098-1B “General Requirements” of the *2012 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES*, hereinafter referred to as the *Standard Specifications* for submittal requirements. Furnish shop drawings for approval. Provide the copies of detailed shop drawings for each type of structure as summarized below. Ensure that shop drawings include material specifications for each component and identify welds by type and size on the drawing details, not in table format. Do not release structures for fabrication until shop drawings have been approved by NCDOT. Provide an itemized bill of materials for all structural components and associated connecting hardware on the drawings.

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

Summary of information required for metal pole review submittal:

Item	Hardcopy Submittal	Electronic Submittal	Comments / Special Instructions
Sealed, Approved Signal Plan/Loading Diagram	1	1	All structure design information needs to reflect the latest approved signal plans
Custom Pole Shop Drawings	4 sets	1 set	Submit drawings on 11” x 17” format media Show NCDOT inventory number(s) in or above the title block
Standard Pole Shop Drawings (from the QPL)	4 sets	1 set	Submit drawings on 11” x 17” format media Show NCDOT inventory number(s) in or above the title block
Structure Calculations	1 set	1 set	Not required for Standard QPL Poles
Standard Pole Foundation Drawings	1 set	1 set	Submit drawings on 11” x 17” format media. Submit a completed Standard Foundation Selection form for each pole using foundation table on Metal Pole Drawing M-8.
Custom Foundation Drawings	4 sets	1 set	Submit drawings on 11” x 17” format media. If QPL Poles are used, include the corresponding QPL pole shop drawings with this submittal.
Foundation Calculations	1	1	Not required for Standard QPL Poles
Soil Boring Logs and Report	1	1	Report should include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

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

Shop drawings and foundation drawings may be submitted together or separately for approval. However, shop drawings must be approved before foundations can be reviewed. Foundation designs will be returned without review if the associated shop drawing has not been approved. Incomplete submittals will be returned without review.

B. Materials:

Fabricate metal pole and arm shaft from coil or plate steel to meet the requirements of ASTM A 595 Grade A tubes. For structural steel shapes, plates and bars use A572 Gr 50 min or ASTM A709 Gr 50 min.. Provide pole and arm shafts that are round in cross section or multisided tubular shapes and have a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single ply plate or coil so there are no circumferential weld splices. Galvanize in accordance with AASHTO M 111 and/or ASTM A 123 or an approved equivalent.

Use the submerged arc process or other NCDOT previously approved process suitable for pole shaft and arms to continuously weld pole shafts and arm shafts along their entire length. The longitudinal seam weld will be finished flush to the outside contour of the base metal. Ensure shafts have no circumferential welds except at the lower end joining the shaft to the pole base and arm base. Provide welding that conforms to Article 1072-20 of the *Standard Specifications*, except that no field welding on any part of the pole will be permitted unless approved by a qualified engineer.

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

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

Unless otherwise required by the design, ensure each anchor rod is 2" diameter and 60" length. Provide 10" minimum thread projection at the top of the rod, and 8" minimum at the bottom of the rod. Use anchor rod assembly and drilled pier foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

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

Provide a circular anchor bolt lock plate that will be secured to the anchor bolts at the embedded end with 2 washers and 2 nuts. Provide a base plate template that matches the bolt circle diameter of the anchor bolt lock plate. Construct plates and templates from ¼" minimum thick steel with a minimum width of 4". Galvanizing is not required.

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

C. Construction Methods:

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

For further construction methods, see construction methods for Metal Pole with Mast Arm.

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

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

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

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

Perform repair of damaged galvanizing that complies with the *Standard Specifications*, Article 1076-6 "Repair of Galvanizing."

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

Install a ¼" thick plate for concrete foundation tag to include: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation.

2.2. METAL STRAIN POLE

A. Materials:

Provide either steel or aluminum poles as indicated on the plans.

Comply with the following for Aluminum Poles:

- Have poles fabricated from Aluminum Association Alloy 6061-T6, 6063-T6, or approved equivalent. The structural requirement does not pertain to castings that are decorative only.
- Have shafts tapered by spinning and cold-working a seamless extruded tube of the aluminum alloy.
- Have shafts with no circumferential welds except at the lower end joining the shaft to the base.
- Ensure aluminum poles are properly protected from damage prior to shipment.
- Have bases of the shaft fabricated in accordance with the Aluminum Association Alloy 356.0-T6, and of adequate strength, shape and size, and capable of withstanding the design load of the shaft.
- Have aluminum surfaces in contact with concrete or dissimilar metal coated with bituminous paint.

Comply with the following for Steel Poles:

- Have shafts of the tapered tubular type and fabricated of steel conforming to ASTM A-595 Grade A or an approved equivalent.
- Have galvanization in accordance with AASHTO M 111 (ASTM A 123).
- Have shafts that are continuously welded for the entire length by the submerged arc process, and with exposed welds ground or rolled smooth and flush with the base metal. Provide welding that conforms to Article 1072-20 per *Standard Specification* except that no field welding on any part of the pole will be permitted.

- Have anchor bases for steel poles fabricated from plate steel meeting as a minimum the requirements of ASTM A 36M or cast steel meeting the requirements of ASTM A 27M Grade 485-250 or an approved equivalent.

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

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

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

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

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

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

Ensure that allowable pole deflection does not exceed that allowed per 4th Edition AASHTO. For messenger cable poles (with primarily transverse loads), ensure that maximum deflection at the top of the pole does not exceed 2.5 percent of the pole height. For mast arm poles (with primarily moment loads), ensure that maximum angular rotation of the top of the pole does not exceed 1° 40'.

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

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

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

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

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

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

B. Construction Methods:

Install metal poles, hardware, and fittings as shown on the manufacturer's installation drawings. Install metal poles so that when the pole is fully loaded it is within 2 degrees of vertical. Install poles with the manufacturer's recommended "rake." Use threaded leveling nuts to establish rake if required.

2.3. METAL POLE WITH MAST ARM

Provide signal support mast arm assemblies. Comply with the previous Section – Metal Strain Pole – except as noted herein.

Provide pole plates and associated gussets and fittings for attachment of required mast arms. As part of each mast arm attachment, provide a cable passage hole in the pole to allow passage of signal cables from the pole to the arm.

Ensure that allowable mast arm deflection does not exceed that allowed per 4th Edition AASHTO. Also when arm is fully loaded, tip of the arm shall not go below the arm attachment point with the pole for all load conditions per 4th Edition AASHTO.

Furnish all arm plates and necessary attachment hardware, including bolts and brackets.

Provide two extra bolts for each arm.

Provide grommet holes on the arms to accommodate cables for the signals.

Provide arms with weatherproof connections for attaching to the shaft of the pole.

Provide hardware that is galvanized steel, stainless steel, or corrosive-resistant aluminum.

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

Comply with the following for Aluminum Arms:

- Conform to Aluminum Association Alloy 6061-T6, 6063-T6 or approved equivalent.
- Conform to the welding requirements of the aluminum poles.
- Have satin brush finished and furnish individually wrapped.

Comply with the following for Steel Luminaire Arms:

- In addition to tapered tube, luminaire arms may be standard weight black steel pipe conforming to ASTM A 53-90a, Type E or Type S, Grade B or an approved equivalent.
- Conform to the welding requirements of the steel poles.
- After all fabricating, cutting, punching, and welding are completed, luminaire arms should be hot-dipped galvanized inside and outside.
- In accordance with the National Electrical Code (NEC) Article 230.2(E), provide identification of the electrical source provider for the luminaire feeder circuit with contact information on a permanent label located in the pole hand hole in the vicinity of the feeder circuit raceway.

A. Materials:

Fabrication of two ply pole shafts and arms is unacceptable with the exception of fluted members.

After all fabricating, cutting, punching, and welding are completed, hot-dip galvanize the structure in accordance with the AASHTO M 111 or equivalent.

B. Construction Methods:

Install horizontal-type arms with sufficient manufactured rise to keep arm from deflecting below the arm attachment height.

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

For mast arm poles, use full penetration welds with back-up ring at the pole base and at the arm base connection.

2.4. DRILLED PIER FOUNDATIONS FOR METAL TRAFFIC SIGNAL POLES

Analysis procedures and formulas shall be based on AASHTO, ACI code and per FHWA manuals. Design methods based on engineering publications or research papers needs to have prior approval from NCDOT. The Department reserves the right to accept or disapprove any method used for the analysis.

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

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

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

When poor soil conditions are encountered which could create an excessively large foundation design, consideration may be given to allowing an exemption to the maximum capacity design. The

contractor must gain approval from the engineer before reducing a foundation's capacity. On projects where poor soil is known to be present, it is advisable that the contractor consider getting foundations approved before releasing poles for fabrication.

A. Description:

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

Metal Pole Standards have been developed and implemented by NCDOT for use at signalized intersections in North Carolina. If the plans call for a standard pole, then a standard foundation may be selected from the plans. However, the Contractor is not required to use a standard foundation. If the Contractor chooses to design a non-standard site-specific foundation for a standard pole or if the plans call for a non-standard site-specific pole, design the foundation to conform to the applicable provisions in the NCDOT Metal Pole Standards and Section B4 (Non-Standard Foundation Design) below. If non-standard site specific foundations are designed for standard QPL approved strain poles, the foundation designer must use the design moment specified by load case on Metal Pole Standard Drawing Sheet M8. Failure to conform to this requirement will be grounds for rejection of the design.

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

B. Soil Test and Foundation Determination:

1. General:

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

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

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

2. Soil Test:

Perform a soil test at each proposed metal pole location. Complete all required fill placement and excavation at each signal pole location to finished grade before drilling each boring. Soil tests performed that are not in compliance with this requirement may be rejected and will not be paid. Drill one boring to a depth of 26 feet within a 25 foot radius of each proposed foundation.

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

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

Describe each intersection as the "Intersection of (Route or SR #), (Street Name) and (Route or SR #), (Street Name), _____ County, Signal Inventory No. _____". Label borings with "B- N, S, E, W, NE, NW, SE or SW" corresponding to the quadrant location within the intersection. Pole numbers should be made available to the Drill Contractor. Include pole numbers in the boring label

if they are available. If they are not available, ensure the boring labels can be cross-referenced to corresponding pole numbers. For each boring, submit a legible (hand written or typed) boring log signed and sealed by a licensed Geologist or Professional Engineer registered in North Carolina. Include on each boring the SPT blow counts and N-values at each depth, depth of the boring, and a general description of the soil types encountered.

3. Standard Foundation Determination:

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

$$N_{AVG} = \frac{(N@1' + N@2.5' + \dots + N@Deepest \text{ Boring Depth})}{\text{Total Number of N-values}}$$

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

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

$$N_{STD \text{ DEV}} = \left[\frac{(\text{Total Number of N-values} \times Y) - Z^2}{(\text{Total Number of N-values}) \times (\text{Total Number of N-values} - 1)} \right]^{0.5}$$

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

$$N_{AVG} - (N_{STD \text{ DEV}} \times 0.45)$$

Or

$$\text{Average of First Four N-Values} = \frac{(N@1' + N@2.5' + N@5' + N@7.5')}{4}$$

Note: If less than 4 N-values are obtained because of criteria listed in Section 2 above, use average of N-values collected for second condition. Do not include the N-value at the deepest boring depth for above calculations if the boring is discontinued at or before the required boring depth because of criteria listed in Section 2 above. Use N-value of zero for weight of hammer or weight of rod. If N-value is greater than 50, reduce N-value to 50 for calculations.

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

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

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

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

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

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

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

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

If assistance is needed, contact the Engineer.

4. Non-Standard Foundation Design:

Design non-standard foundations based upon site-specific soil test information collected in accordance with Section 2 (Soil Test) above. Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges*. Use the computer software LPILE version 5.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use the computer software gINT version 8.0 or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide a drilled pier foundation for each pole with a length and diameter that result in a horizontal lateral movement of less than 1 inch at the top of the pier and a horizontal rotational movement of less than 1 inch at the edge of the pier. Contact the Engineer for pole loading diagrams for standard poles to be used for non-standard foundation designs. Submit any non-standard foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction.

C. Drilled Pier Construction:

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

2.5. CUSTOM DESIGN OF TRAFFIC SIGNAL SUPPORTS

A. General:

Design traffic signal supports with foundations consisting of metal strain poles or metal poles with mast arms.

The lengths of the metal signal poles shown on the plans are estimated from available data for bid purposes. Determine the actual length of each pole from field measurements and adjusted cross-sections. Furnish the revised pole heights to the Engineer. Use all other dimensional requirements shown on the plans.

Ensure each pole includes an identification tag with information and location positions as defined on Metal Pole Standard Drawing Sheets M2, M3 and M4. All pole shaft tags must include the NCDOT Inventory number followed by the pole number shown on the traffic signal or ITS (non-signalized locations) plan.

Design all traffic signal support structures using the following 4th Edition AASHTO specifications:

- Design for a 50 year service life as recommended by Table 3-3.
- Use the wind pressure map developed from 3-second gust speeds, as provided in Article 3.8.
- Ensure signal support structures include natural wind gust loading and truck-induced gust loading in the fatigue design, as provided for in Articles 11.7.3 and 11.7.4, respectively. Designs need not consider periodic galloping forces.
- Assume the natural wind gust speed in North Carolina is 11.2 mph. For natural wind fatigue stress calculations, utilize a drag coefficient (C_d) computed for 11.2 mph wind velocity and not the basic wind speed velocity.

- Design for Category II fatigue, as provided for in Article 11.6, unless otherwise specified.
- Calculate all stresses using applicable equations from Section 5. The Maximum allowable stress ratios for all signal support designs are 0.9.
- Conform to article 10.4.2 and 11.8 for all deflection requirements.

Ensure that the design permits cables to be installed inside poles and mast arms.

Unless otherwise specified by special loading criteria, the computed surface area for ice load on signal heads is:

- 3-section, 12-inch, Surface area: 26.0 ft² (17.0 ft² without back plate)
- 4-section, 12-inch, Surface area: 32.0 ft² (21.0 ft² without back plate)
- 5-section, 12-inch, Surface area: 42.0 ft² (29.0 ft² without back plate)

The ice loading for signal heads defined above includes the additional surface area that back plates will induce. Special loading criteria may be specified in instances where back plates will not be installed on signal heads. Refer to the Loading Schedule on each Metal Pole Loading Diagram for revised signal head surface areas. The pole designer should revise ice loads accordingly in this instance. Careful examination of the plans when this is specified is important as this may impact sizing of the metal support structure and foundation design which could affect proposed bid quotes. All maximum stress ratios of 0.9 still apply.

Assume the combined minimum weight of a messenger cable bundle (including messenger cable, signal cable and detector lead-in cables) is 1.3 lbs/ft. Assume the combined minimum diameter of this cable bundle is 1.3 inches.

Ensure that designs provide a removable pole cap with stainless steel attachment screws for each pole top and mast arm end.

B. Metal Poles:

Submit design drawings for approval including pre-approved QPL pole drawings. Show all the necessary details and calculations for the metal poles including the foundation and connections. Include signal inventory number on design drawings. Include as part of the design calculations the ASTM specification numbers for the materials to be used. Provide the types and sizes of welds on the design drawings. Include a Bill of Materials on design drawings. Ensure design drawings and calculations are signed, dated, and sealed by the responsible professional engineer licensed in the state of North Carolina. Immediately bring to the attention of the Engineer any structural deficiency that becomes apparent in any assembly or member of any assembly as a result of the design requirements imposed by these specifications, the plans, or the typical drawings. Said Professional Engineer is wholly responsible for the design of all poles and arms. Review and acceptance of these designs by the Department does not relieve the said Professional Engineer of his responsibility. Do not fabricate the assemblies until receipt of the Department's approval of the design drawings.

For mast arm poles, provide designs with provisions for pole plates and associated gussets and fittings for mast arm attachment. As part of each mast arm attachment, provide a grommeted 2" diameter hole on the shaft side of the connection to allow passage of the signal cables from the pole to the arm.

Where ice is present, assume wind loads as shown in Figure 3-5 of the 4th Edition AASHTO Specification for Group III loading.

For each strain pole, provide two messenger cable clamps and associated hardware to attach the messenger support cable. Ensure that the diameter of the clamps is appropriately designed to be

adjustable from 18 inches below the top, down to 6'-6" below the top of the pole. Do not attach more than one messenger support cable to a messenger cable clamp.

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

Design tapers for all pole shafts that begin at the base with diameters that decrease uniformly at the rate of 0.14 inch per foot of length.

Design a base plate on each pole. The minimum base plate thickness for all poles is determined by the following criteria:

Case 1 Circular or rectangular solid base plate with the upright pole welded to the top surface of base plate with full penetration butt weld, and where no stiffeners are provided. A base plate with a small center hole, which is less than 1/3 of the upright diameter, and located concentrically with the upright pole, may be considered as a solid base plate.

The magnitude of bending moment in the base plate, induced by the anchoring force of each anchor bolt is $M = (P \times D_1) / 2$, where

M = bending moment at the critical section of the base plate induced by one anchor bolt

P = anchoring force of each anchor bolt

D_1 = horizontal distance between the anchor bolt center and the outer face of the upright, or the difference between the bolt circle radius and the outside radius of the upright

Locate the critical section at the face of the anchor bolt and perpendicular to the bolt circle radius. The overlapped part of two adjacent critical sections is considered ineffective.

Case 2 Circular or rectangular base plate with the upright pole socketed into and attached to the base plate with two lines of fillet weld, and where no stiffeners are provided, or any base plate with a center hole that is larger in diameter than 1/3 of the upright diameter.

The magnitude of bending moment induced by the anchoring force of each anchor bolt is $M = P \times D_2$,

where P = anchoring force of each anchor bolt

D_2 = horizontal distance between the face of the upright and the face of the anchor bolt nut

Locate the critical section at the face of the anchor bolt top nut and perpendicular to the radius of the bolt circle. The overlapped part of two adjacent critical sections is considered ineffective.

If the base plate thickness calculated for Case 2 is less than Case 1, use the thickness calculated for Case 1.

The following additional owner requirements apply concerning pole base plates.

- Ensure that whichever case governs as defined above, the anchor bolt diameter is set to match the base plate thickness. If the minimum diameter required for the anchor bolt exceeds the thickness required for the base plate, set the base plate thickness equal to the required bolt diameter.
- For dual mast arm supports, or for single mast arm supports 50' or greater, use a minimum 8 bolt orientation with 2" diameter anchor bolts, and a 2" thick base plate.
- For all metal poles with mast arms, use a full penetration groove weld with a backing ring to connect the pole upright component to the base. Refer to Metal Pole Standard Drawing Sheet M4.

Ensure that designs have anchor bolt holes with a diameter 1/4 inch larger than the anchor bolt diameters in the base plate.

Ensure that the anchor bolts have the required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

Provide designs with a 6 x 12-inch hand hole with a reinforcing frame for each pole.

Provide designs with a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains provisions for a 12-terminal barrier type terminal block.

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

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

C. Mast Arms:

Design all arm plates and necessary attachment hardware, including bolts and brackets as required by the plans.

Design for grommets holes on the arms to accommodate the cables for the signals if specified.

Design arms with weatherproof connections for attaching to the shaft of the pole.

Always use a full penetration groove weld with a backing ring to connect the mast arm to the pole. Refer to Metal Pole Standard Drawing Sheet M5.

Capacity of tapped flange plate must be sufficient to develop the full capacity of the connecting bolts. In all cases the flange plate of both arm and shaft must be at least as thick as the arm connecting bolts are in diameter.

2.6. METAL SIGNAL POLE REMOVALS

A. Description:

Remove and dispose of existing metal signal poles including mast arms, and remove and dispose of existing foundations, associated anchor bolts, electrical wires and connections.

B. Construction Methods:

1. Foundations:

Remove and promptly dispose of the metal signal pole foundations including reinforcing steel, electrical wires, and anchor bolts to a minimum depth of two feet below the finished ground elevation. At the Contractor's option, remove the complete foundation.

2. Metal Poles:

Assume ownership of the metal signal poles, remove the metal signal poles, and promptly transport the metal signal poles from the project. Use methods to remove the metal signal poles and attached traffic signal equipment that will not result in damage to other portions of the project or facility. Repair damages that are a result of the Contractor's actions at no additional cost to the Department.

Transport and properly dispose of the materials.

Backfill and compact disturbed areas to match the finished ground elevation. Seed unpaved areas.

Use methods to remove the foundations that will not result in damage to other portions of the project or facility. Repair damages that are a result of the Contractor's actions at no cost to the Department.

2.7. POLE NUMBERING SYSTEM

A. New Pole:

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

2.8. MEASUREMENT AND PAYMENT

Actual number of metal poles with single mast arms furnished, installed, and accepted.

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

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

Actual number of designs for mast arms with metal poles furnished and accepted.

Actual number of metal signal pole foundations removed and disposed.

Actual number of metal signal poles removed and disposed.

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

Payment will be made under:

Metal Pole with Single Mast Arm	Each
Soil Test	Each
Drilled Pier Foundation.....	Cubic Yard
Mast Arm with Metal Pole Design	Each
Metal Pole Foundation Removal	Each
Metal Pole Removal.....	Each

3. POWDER COATING FOR METAL TRAFFIC SIGNAL POLES

3.1. DESCRIPTION

Provide powder coating for all mast arms with metal signal poles and all necessary hardware with a "**Waynesville Green**" Powder Coat Factory finish applied over a hot-dipped galvanized surface in accordance with the plans and specifications. **Provide color specifications to the engineer for approval by the City of Waynesville.**

3.2. SURFACE PREPARATION

Comply with manufacturers recommended surface coating specifications, Steel Structure Painting Council (SSPC) specifications and applicable articles of Section 442 (Painting Steel Structures) of the NCDOT *Standard Specification*. Ensure that surface preparations and treatments are performed and meet the requirements of the above referenced specifications.

Some pole components, specifically steel plates 3/4 inches or more in thickness may need blast cleaning prior to structure assembly to remove impurities and non-metallic foreign materials. Mechanically remove all weld flux after structure is assembled.

Degrease and prepare structure for zinc coating after assembly using full immersion baths and pickling processes in heat controlled caustic and acid solutions. Rinse and clean structure to remove caustic or acid solutions by immersion in a circulating fresh water bath. Immerse structure in a heat controlled concentrated zinc ammonium chloride flux solution and air dry as a final prep before hot-dip galvanization.

3.3. ZINC COATING

Hot-dip Galvanize each structure in accordance with ASTM-A123 (for fabricated products) or ASTM-A153 (for hardware items) by immersion in a molten bath prime grade zinc. Maintain molten zinc bath temperature between 810 and 850 degrees Fahrenheit. Skim flux ash from bath prior to immersion and extraction to ensure a debris free zinc coating.

3.4. TOP COATING

Prepare galvanized finish for powder coating by brush blasting in accordance with SSPC-SP7. Ensure all threaded components of the structure are protected from damage during blasting process.

Use thermosetting powder resin that meet 5A or 5B classifications of ASTM-D3359. Apply powder coating electrostatically. Follow manufacturer’s recommended preheating requirements. Ensure the top coat finish is applied uniformly to all surfaces with a dry film thickness of between 3.0 to 5.0 mils. Cure the top coat by heating the structure to manufacturer recommended temperatures at the duration required to ensure a complete and uniform bond is achieved.

3.5. MATERIALS

Furnish metal poles and mast arms that have a high density, low gloss finish that is **green** in color applied over a hot-dipped galvanized surface.

Furnish removable pole caps that have a high density, low gloss finish that is **green** in color applied over a hot-dipped galvanized surface. Comply with applicable provisions of Section 442-10 of the 2012 Standard Specifications for Roads and Structures.

The color selected for green powder coating for metal poles and mast arms must match those used in the City of Waynesville. All colors must be approved by NCDOT Division Traffic Engineer prior to fabrication.

3.6. MEASUREMENT AND PAYMENT

Actual number of powder **green** coatings for single mast arm assemblies furnished, installed, and accepted.

Payment will be made under:

Powder **Green** Coating for Single Mast Arm with Metal PoleEach

4. CONTROLLERS WITH CABINETS

4.1. MATERIALS – TYPE 2070L CONTROLLERS

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

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

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

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

- MODEL 2070 1B, CPU Module, Single Board
- MODEL 2070-2A, Field I/O Module (FI/O)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

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

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

4.2. MATERIALS – GENERAL CABINETS

Provide a moisture resistant coating on all circuit boards.

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

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

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

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

4.3. MATERIALS – TYPE 170E CABINETS

A. Type 170 E Cabinets General:

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

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

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

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

B. Type 170 E Cabinet Electrical Requirements:

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

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

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

Provide surge suppression in the cabinet for each type of cabinet device. Provide surge protection for the full capacity of the cabinet input file. Provide surge suppression devices that operate properly over a temperature range of -40° F to +185° F. Ensure the surge suppression devices provide both common and differential modes of protection.

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

Peak Surge Current (Single pulse, 8x20µs).....20,000A

Occurrences (8x20 μ s waveform).....	10 minimum @ 20,000A
Maximum Clamp Voltage.....	395VAC
Operating Current.....	15 amps
Response Time.....	< 5 nanoseconds

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

Peak Surge Current (6 times, 8x20 μ s)	
(Differential Mode).....	400A
(Common Mode).....	1,000A
Occurrences (8x20 μ s waveform).....	500 min @ 200A
Maximum Clamp Voltage	
(Differential Mode @400A).....	35V
(Common Mode @1,000A).....	35V
Response Time.....	< 5 nanoseconds
Maximum Capacitance.....	35 pF

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

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

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

Peak Surge Current (Single pulse, 8x20 μ s).....	10,000A
Occurrences (8x20 μ s waveform).....	100 @ 2,000A
Maximum Clamp Voltage.....	30V
Response Time.....	< 1 nanosecond

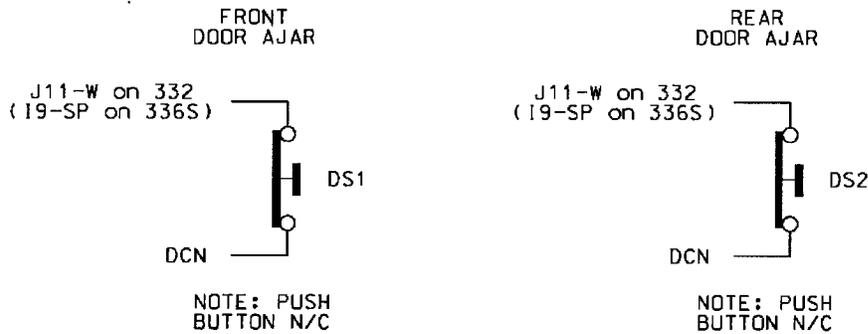
Provide a 120 VAC signal surge suppressor for each AC+ interconnect signal input. Ensure the device meets the following specifications:

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

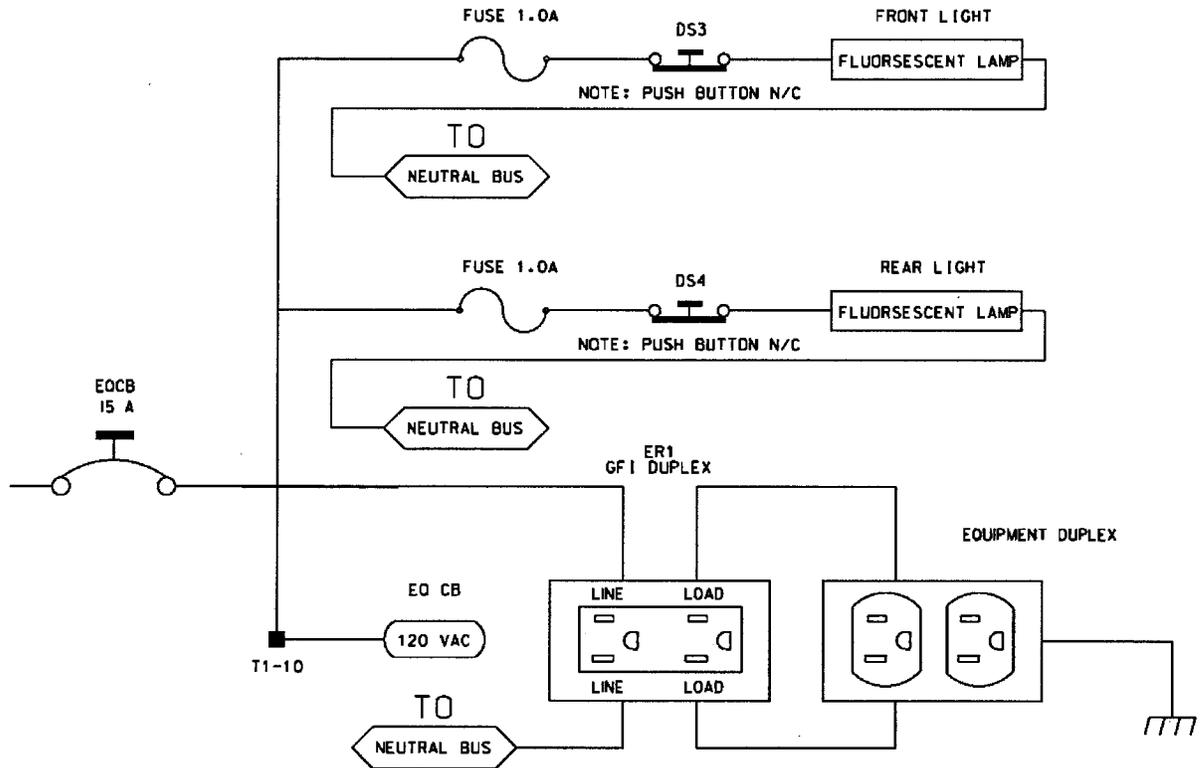
Provide conductors for surge protection wiring that are of sufficient size (ampacity) to withstand maximum overcurrents which could occur before protective device thresholds are attained and current flow is interrupted.

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

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



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



Furnish a police panel with a police panel door. For model 336S cabinets, mount the police panel on the rear door. Ensure that the police panel door permits access to the police panel when the main door is closed. Ensure that no rainwater can enter the cabinet even with the police panel door open. Provide a police panel door hinged on the right side as viewed from the front. Provide a police panel door lock that is keyed to a standard police/fire call box key. In addition to the requirements of LA Specification No. 54-053-08, provide the police panel with a toggle switch connected to switch the intersection operation between normal stop-and-go operation (AUTO) and manual operation (MANUAL). Ensure that manual control can be implemented using inputs and software such that the controller provides full programmed clearance times for the yellow clearance and red clearance for each phase while under manual control.

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

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

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

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

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

Connect detector test switches for cabinets as follows:

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

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

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

PIN	P1		P2		P3	
	FUNCTION	CONN TO	FUNCTION	CONN TO	FUNCTION	CONN TO
1	CH-9G	CMU-13	OLA-GRN	A123	2P-YEL	114
2	CH-9Y	CMU-16	OLA-YEL	A122	4P-YEL	105
3	CH-10G	CMU-R	OLB-GRN	A126	6P-YEL	120
4	CH-10Y	CMU-U	OLB-YEL	A125	8P-YEL	111

Connect the P20 terminal assembly (red monitor board) to a connector installed on the front of the type 2018 enhanced conflict monitor through a 3-1/2 foot 20-wire ribbon cable. Ensure that the ribbon cable connector and the connector on the conflict monitor are keyed to ensure proper connection. Ensure that removal of the P20 ribbon cable will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

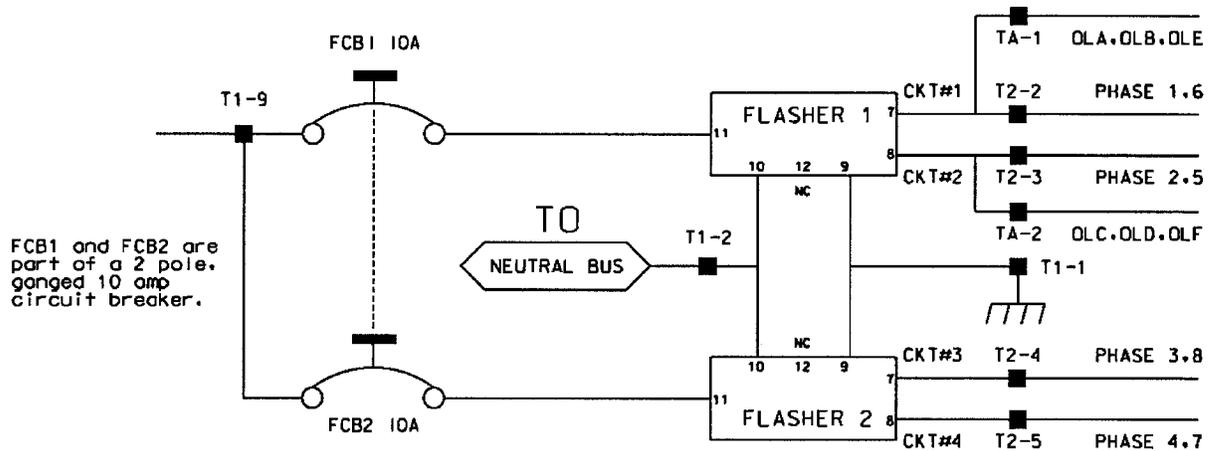
Wire the P20 connector to the traffic signal red displays to provide inputs to the conflict monitor as shown below. Ensure the pedestrian Don't Walk circuits are wired to channels 13 through 16 of the P20 connector. When no auxiliary output file is installed in the cabinet, provide wires for channels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

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

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

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

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



Ensure auxiliary output files are wired as follows:

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

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

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

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

C. Type 170 E Cabinet Physical Requirements:

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

Panel. Do not provide Cabinet Verification Test Program software or associated test jigs as specified in LA Specification No. 54-053-08.

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

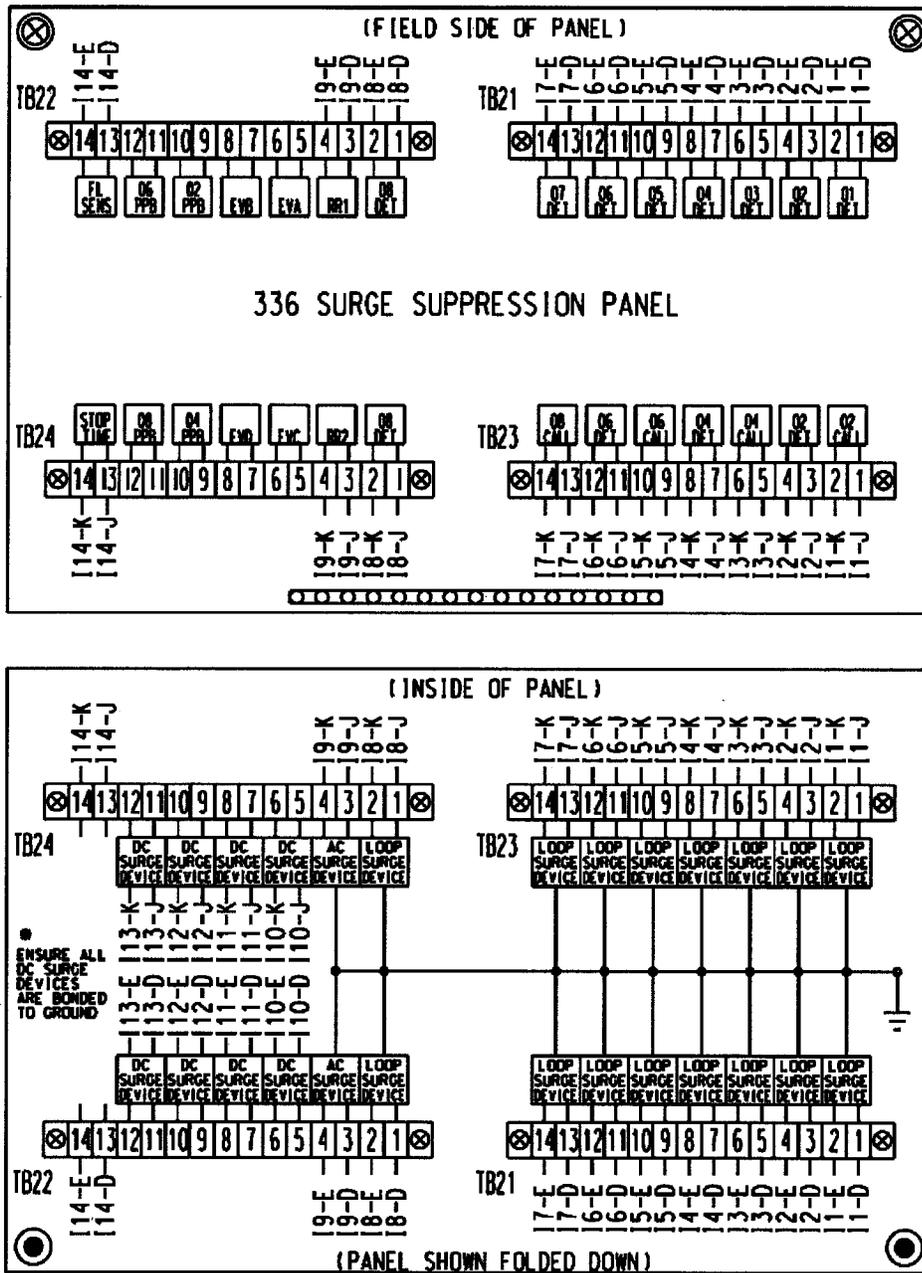
Ensure the lifting eyes, gasket channels, police panel, and all supports welded to the enclosure and doors are fabricated from 0.125 inch minimum thickness aluminum sheet and meet the same standards as the cabinet and doors.

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

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

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

For pole mounted cabinets, mount surge protection devices for the AC+ interconnect inputs, inductive loop detector inputs, and low voltage DC inputs on a swing down panel assembly fabricated from sturdy aluminum. Attach the swing down panel to the bottom rear cabinet rack assembly using thumb screws. Ensure the swing down panel allows for easy removal of the input file without removing the surge protection panel assembly or its parts. Have the surge protection devices mounted horizontally on the panel and soldered to the feed through terminals of four 14 position terminal blocks with #8 screws mounted on the other side. Ensure the top row of terminals is connected to the upper slots and the bottom row of terminals is connected to the bottom slots. Provide a 15 position copper equipment ground bus attached to the field terminal side (outside) of the swing down panel for termination of loop lead-in shield grounds. Ensure that a Number 4 AWG green wire connects the surge protection panel assembly ground bus to the main cabinet equipment ground.



For base mounted cabinets, mount surge protection panels on the left side of the cabinet as viewed from the rear. Attach each panel to the cabinet rack assembly using bolts and make it easily removable. Mount the surge protection devices in vertical rows on each panel and connect the devices to one side of 12 position, double row terminal blocks with #8 screws. For each surge protection panel, terminate all grounds from the surge protection devices on a copper equipment ground bus attached to the surge protection panel. Wire the terminals to the rear of a standard input file using spade lugs for input file protection.

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

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

D. Model 2018 Enhanced Conflict Monitor:

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

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

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

- AC Power (Green LED indicator)
- VDC Failed (Red LED indicator)
- WDT Error (Red LED indicator)
- Conflict (Red LED indicator)
- Red Fail (Red LED indicator)
- Dual Indication (Red LED indicator)
- Yellow/Clearance Failure (Red LED indicator)
- PCA/PC Ajar (Red LED indicator)
- Monitor Fail/Diagnostic Failure (Red LED indicator)
- 54 Channel Status Indicators (1 Red, 1 Yellow, and 1 Green LED indicator for each of the 18 channels)

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

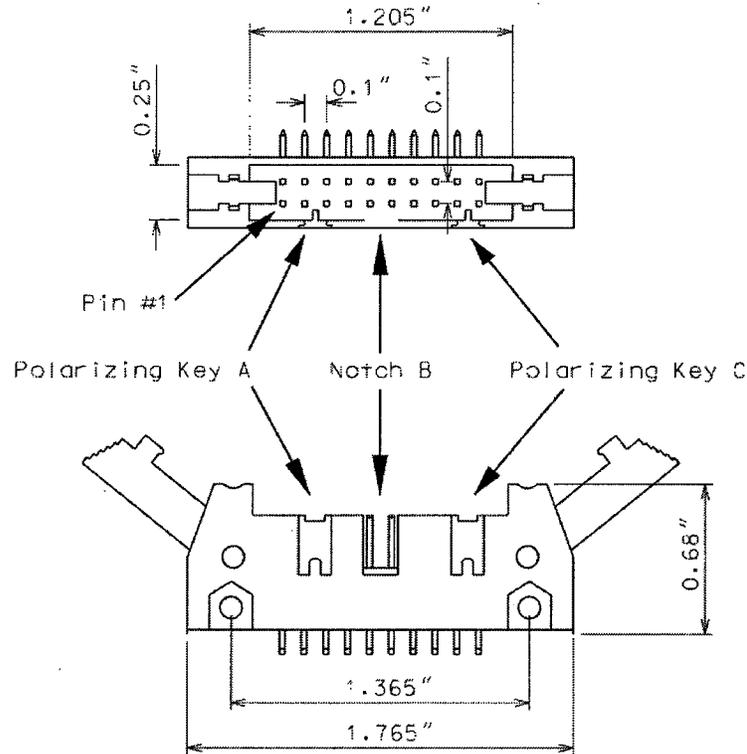
Provide a switch to set the Watchdog fault timing. Ensure that when the switch is in the ON position the Watchdog fault timing value is set to 1.0 +/- 0.1s (2018 mode). Ensure that when the switch is in the OFF position the Watchdog fault timing value is set to 1.5 +/- 0.1s (210 mode).

Provide a jumper or switch to set the AC line brown-out levels. Ensure that when the jumper is present or the switch is in the ON position the AC line dropout voltage threshold is 98 +/- 2 Vrms, the AC line restore voltage threshold is 103 +/- 2 Vrms, and the AC line brown-out timing value is set to 400 +/- 50ms (2018 mode). Ensure that when the jumper is not present or the switch is in the OFF position the AC line dropout voltage threshold is 92 +/- 2 Vrms, the AC line restore voltage threshold is 98 +/- 2 Vrms, and the AC line brown-out timing value is set to 80 +/- 17ms (210 mode).

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

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

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



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

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

Ensure that the removal of the P-20 red interface ribbon cable will cause the monitor to recognize a latching fault condition and place the cabinet into flashing operation.

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

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

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

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

1. **Red Monitoring or Absence of Any Indication (Red Failure):** A condition in which no “on” voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070L controller, ensure monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less than 750 ms when used with a 170 controller and 1200 ms when used with a 2070L controller, ensure conflict monitor will not trigger. Red fail monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. Have red monitoring occur when all of the following input conditions are in effect:
 - a) Red Enable input to monitor is active (Red Enable voltages are “on” at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 and 70 Vrms), and
 - b) Neither Special Function 1 nor Special Function 2 inputs are active.
 - c) Pin #EE (output relay common) is not active
2. **Short/Missing Yellow Indication Fault (Clearance Error):** Yellow indication following a green is missing or shorter than 2.7 seconds (with ± 0.1 -second accuracy). If a channel fails to detect an “on” signal at the Yellow input for a minimum of 2.7 seconds (± 0.1 second) following the detection of an “on” signal at a Green input for that channel, ensure that the monitor triggers and generates a clearance/short yellow error fault indication. Short/missing yellow (clearance) monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. This fault shall not occur when the channel is programmed for Yellow Inhibit, when the Red Enable signal is inactive or pin #EE (output relay common) is active.
3. **Dual Indications on the Same Channel:** In this condition, more than one indication (R,Y,G) is detected as “on” at the same time on the same channel. If dual indications are detected for a period greater than 500 ms, ensure that the conflict monitor triggers and displays the proper failure indication (Dual Ind fault). If this condition is detected for less

than 200 ms, ensure that the monitor does not trigger. G-Y-R dual indication monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. G-Y dual indication monitoring shall be enabled for all channels by use of a switch located on the conflict monitor. This fault shall not occur when the Red Enable signal is inactive or pin #EE (output relay common) is active.

4. **Configuration Settings Change:** The configuration settings are comprised of (as a minimum) the permissive diode matrix, dual indication switches, yellow disable jumpers, any option switches, any option jumpers, and the Watchdog Enable switch. Ensure the conflict monitor compares the current configuration settings with the previous stored configuration settings on power-up, on reset, and periodically during operation. If any of the configuration settings are changed, ensure that the conflict monitor triggers and causes the program card indicator to flash. Ensure that configuration change faults are only reset by depressing and holding the front panel reset button for a minimum of three seconds. Ensure the external remote reset input does not reset configuration change faults.

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

Provide a flash interval of at least 6 seconds and at most 10 seconds in duration following a power-up, an AC Line interruption, or a brownout restore. Ensure the conflict monitor will suspend all fault monitoring functions, close the Output relay contacts, and flash the AC indicator at a rate of 4 Hz \pm 20% with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the “restore” level. If the watchdog input has not made 5 transitions between the True and False state within 10 \pm 0.5 seconds, the monitor shall enter a WDT error fault condition.

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

FYA mode

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

Flashing Yellow Arrow	Channel 9 Green	Channel 10 Green	Channel 11 Green	Channel 12 Green
Green Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green

FYAc mode

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

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

Provide a RS-232C/D compliant port (DB-9 female connector) on the front panel of the conflict monitor in order to provide communications from the conflict monitor to the 170/2070L controller or to a Department-furnished laptop computer. Electrically isolate the port interface electronics from all monitor electronics, excluding Chassis Ground. Ensure that the controller can receive all event log information through a controller Asynchronous Communications Interface Adapter (Type 170E) or Async Serial Comm Module (2070L). Provide a Windows based graphic user interface software to communicate directly through the same monitor RS-232C/D compliant port to retrieve and view all event log information to a Department-furnished laptop computer. The RS-232C/D compliant port on the monitor shall allow the monitor to function as a DCE device with pin connections as follows:

Conflict Monitor RS-232C/D (DB-9 Female) Pinout		
Pin Number	Function	I/O
1	DCD	O
2	TX Data	O
3	RX Data	I
4	DTR	I
5	Ground	-
6	DSR	O
7	CTS	I
8	RTS	O
9	NC	-

MONITOR BOARD EDGE CONNECTOR

Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 2 Yellow
2	Channel 13 Green	B	Channel 6 Green
3	Channel 6 Yellow	C	Channel 15 Green
4	Channel 4 Green	D	Channel 4 Yellow
5	Channel 14 Green	E	Channel 8 Green
6	Channel 8 Yellow	F	Channel 16 Green
7	Channel 5 Green	H	Channel 5 Yellow
8	Channel 13 Yellow	J	Channel 1 Green
9	Channel 1 Yellow	K	Channel 15 Yellow
10	Channel 7 Green	L	Channel 7 Yellow
11	Channel 14 Yellow	M	Channel 3 Green
12	Channel 3 Yellow	N	Channel 16 Yellow
13	Channel 9 Green	P	Channel 17 Yellow
14	Channel 17 Green	R	Channel 10 Green
15	Channel 11 Yellow	S	Channel 11 Green
16	Channel 9 Yellow	T	Channel 18 Yellow
17	Channel 18 Green	U	Channel 10 Yellow
--		--	
18	Channel 12 Yellow	V	Channel 12 Green
19	Channel 17 Red	W	Channel 18 Red
20	Chassis Ground	X	Not Assigned
21	AC-	Y	DC Common
22	Watchdog Timer	Z	External Test Reset
23	+24VDC	AA	+24VDC
24	Tied to Pin 25	BB	Stop Time (Output)
25	Tied to Pin 24	CC	Not Assigned
26	Not Assigned	DD	Not Assigned
27	Relay Output, Side #3, N.O.	EE	Relay Output, Side #2, Common
28	Relay Output, Side #1, N.C.	FF	AC+

-- Slotted for keying between Pins 17/U and 18/V

CONFLICT PROGRAM CARD PIN ASSIGNMENTS

Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 1 Green
2	Channel 3 Green	B	Channel 2 Green
3	Channel 4 Green	C	Channel 3 Green
4	Channel 5 Green	D	Channel 4 Green
5	Channel 6 Green	E	Channel 5 Green
6	Channel 7 Green	F	Channel 6 Green
7	Channel 8 Green	H	Channel 7 Green
8	Channel 9 Green	J	Channel 8 Green
9	Channel 10 Green	K	Channel 9 Green
10	Channel 11 Green	L	Channel 10 Green
11	Channel 12 Green	M	Channel 11 Green
12	Channel 13 Green	N	Channel 12 Green
13	Channel 14 Green	P	Channel 13 Green
14	Channel 15 Green	R	Channel 14 Green
15	Channel 16 Green	S	Channel 15 Green
16	N/C	T	PC AJAR
17	Channel 1 Yellow	U	Channel 9 Yellow
18	Channel 2 Yellow	V	Channel 10 Yellow
19	Channel 3 Yellow	W	Channel 11 Yellow
20	Channel 4 Yellow	X	Channel 12 Yellow
21	Channel 5 Yellow	Y	Channel 13 Yellow
22	Channel 6 Yellow	Z	Channel 14 Yellow
23	Channel 7 Yellow	AA	Channel 15 Yellow
24	Channel 8 Yellow	BB	Channel 16 Yellow
--		--	
25	Channel 17 Green	CC	Channel 17 Yellow
26	Channel 18 Green	DD	Channel 18 Yellow
27	Channel 16 Green	EE	PC AJAR (Program Card)
28	Yellow Inhibit Common	FF	Channel 17 Green

-- Slotted for keying between Pins 24/BB and 25/CC

Project Special Provisions
Structures

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For MSE Retaining Wall, see Goetech special provisions

For Segmental Gravity Retaining Wall, see Goetech special provisions



Quang H. Nguyen
7-30-13

except for SP's # 11, 12 & 13

PROJECT SPECIAL PROVISIONS
STRUCTURES

PROJECT U-4412

HAYWOOD COUNTY

MAINTENANCE AND PROTECTION OF TRAFFIC
BENEATH PROPOSED STRUCTURE AT STATION 67+29.11 -L-

(8-13-04)

1.0 GENERAL

Maintain traffic on **SR 1188** as shown in Traffic Control Plans and as directed by the Engineer.

Provide a minimum temporary vertical clearance of **16'-6"** 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 $\frac{1}{2}$ inch (13mm).

4.0 BASIS OF PAYMENT

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

**CONSTRUCTION, MAINTENANCE AND REMOVAL
OF TEMPORARY ACCESS AT STATION 67+29.11 –L-**

(9-30-11)

1.0 GENERAL

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

2.0 TEMPORARY ROCK CAUSEWAY [WORKPAD]

Construction of a temporary rock causeway [workpad] within the limits shown on the plans is permitted. Build the causeway [workpad] with Class II riprap topped by a layer of Class B riprap or as otherwise designated on the plans or approved by the Engineer. If desired, recycle the Class II riprap used in the causeway [workpad] for placement in the final riprap slope protection as directed by the Engineer. No payment will be made for recycled riprap as this material is considered incidental to the causeway [workpad] placement and removal. If this option is exercised, no adjustment in contract bid price will be allowed due to an underrun in the quantity of “Rip Rap Class B”.

Completely remove all causeway [workpad] material including pipes and return the entire causeway [workpad] footprint to the original contours and elevations within 90 days of the completion of the deck slab or as otherwise required by permits.

For sites affected by moratoriums or restrictions on in-stream work: Do not construct or remove causeway [workpad] during the moratorium period shown on the permit. If the completion of the deck slab falls within the prohibitive dates for causeway [workpad] construction or removal, begin causeway [workpad] removal immediately following the prohibitive dates.

3.0 TEMPORARY WORK BRIDGE

At the contractor’s option, construction of a temporary work bridge in lieu of the causeway(s) [workpad] is acceptable, provided the temporary work bridge satisfies all permits. Submit details of the temporary work bridge to the Engineer prior to constructing the work bridge to ensure conformance with the plans and all permits. Completely remove the temporary bridge prior to final acceptance or as otherwise required by the permits.

4.0 BASIS OF PAYMENT

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

THERMAL SPRAYED COATINGS (METALLIZATION)

(9-30-11)

1.0 DESCRIPTION

Apply a thermal sprayed coating (TSC) and sealer to metal surfaces as specified herein when called for on the plans or by other Special Provisions, or when otherwise approved by the Engineer in accordance with the SSPC-CS 23.00/AWS C2.23/NACE No. 12 Specification. Only Arc Sprayed application methods are used to apply TSC coatings, the Engineer must approve other methods of application.

2.0 QUALIFICATIONS

Only use NCDOT approved TSC Contractors meeting the following requirements:

1. The capability of blast cleaning steel surfaces to SSPC SP-5 and SP-10 Finishes.
2. Employ Spray Operator(s) qualified in accordance with AWS C.16/C2.16M2002 and Quality Control Inspector(s) who have documented training in the applicable test procedures of ASTM D-3276 and SSPC-CS 23.00.

A summary of the contractor's related work experience and the documents verifying each Spray Operator's and Quality Control Inspector's qualifications are submitted to the Engineer before any work is performed.

3.0 MATERIALS

Provide wire in accordance with the metallizing equipment manufacturer's recommendations. Use the wire alloy specified on the plans which meets the requirements in Annex C of the SSPC-CS 23.00 Specification. Have the contractor provide a certified analysis (NCDOT Type 2 Certification) for each lot of wire material.

Apply an approved sealer to all metallized surfaces in accordance with Section 9 of SSPC-CS 23. The sealer must either meet SSPC Paint 27 or is an alternate approved by the Engineer.

4.0 SURFACE PREPARATION AND TSC APPLICATION

Grind flame cut edges to remove the carbonized surface prior to blasting. Bevel all flame cut edges in accordance with Article 442-10(D) regardless of included angle. Blast clean surfaces to be metallized with grit or mineral abrasive in accordance with Steel Structures Painting Council SSPC SP-5/10(as specified) to impart an angular surface profile of 2.5 - 4.0 mils. Surface preparation hold times are in accordance with Section 7.32 of SSPC-CS 23. If flash rusting occurs prior to metallizing, blast clean the metal surface again. Apply the thermal sprayed coating only when the surface temperature of the steel is at least 5°F above the dew point.

At the beginning of each work period or shift, conduct bend tests in accordance with Section 6.5 of SSPC-CS 23.00. Any disbonding or delamination of the coating that exposes the substrate requires corrective action, additional testing, and the Engineer's approval before resuming the metallizing process.

Apply TSC with the alloy to the thickness specified on the plans or as provided in the table below. All spot results (the average of 3 to 5 readings) must meet the minimum requirement. No additional tolerance (as allowed by SSPC PA-2) is permitted. (For Steel Beams: For pieces with less than 200 ft² measure 2 spots/surface per piece and for pieces greater than 200 ft² add 1 additional spots/surface for each 500 ft²).

Application	Thickness	Alloy	Seal Coat
Pot Bearings	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil
Armored Joint Angles	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil
Modular Joints	8 mil	99.99% Zn (W-Zn-1)	0.5 mil
Expansion Joint Seals	8 mil	99.99% Zn (W-Zn-1)	0.5 mil
Optional Disc Bearings	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil

When noted on the plans or as specified in the above chart, apply the sealer to all metallized surfaces in accordance with the manufacturer's recommendations and these provisions. Apply the seal coat only when the air temperature is above 40°F and the surface temperature of the steel is at least 5°F above the dew point. If the sealer is not applied within eight hours after the final application of TSC, the applicator verifies acceptable TSC surfaces and obtains approval from the Engineer before applying the sealer.

5.0 INSPECTION FREQUENCY

The TSC Contractor must conduct the following tests at the specified frequency and the results documented in a format approved by the Engineer.

Test/Standard	Location	Frequency	Specification
Ambient Conditions	Site	Each Process	5°F above the dew point
Abrasive Properties	Site	Each Day	Size, angularity, cleanliness
Surface Cleanliness SSPC Vis 1	All Surfaces	Visual All Surfaces	SSPC-SP-10 Atmospheric Service SSPC-SP - 5 Immersion Service
Surface Profile ASTM D-4417 Method C	Random Surfaces	3 per 500 ft ²	2.5 - 4.0 mils
Bend Test SSPC-CS 23.00	Site	5 per shift	Pass Visual
Thickness SSPC PA-2R SSPC-CS 23.00	Each Surface	Use the method in PA-2 Appendix 3 for Girders and Appendix 4 for frames and miscellaneous steel. See Note 1.	Zn - 8 mils minimum Al - 8 mils minimum Zn Al - 8 mils minimum Areas with more than twice the minimum thickness are inspected for compliance to the adhesion and cut testing requirements of this specification.
Adhesion ASTM 4541	Random Surfaces Splice Areas	1 set of 3 per 500 ft ²	Zn > 500 psi Al > 1000 psi Zn Al > 750 psi
Cut Test - SSPC-CS 23.00	Random Surfaces	3 sets of 3 per 500 ft ²	No peeling or delamination
Job Reference Std. SSPC-CS 23.00	Site	1 per job	Meets all the above requirements

6.0 REPAIRS

All Repairs are to be performed in accordance with the procedures below, depending on whether the repair surface is hidden or exposed. As an exception to the following, field welded splices on joint angles and field welding bearing plates to girders may be repaired in accordance with the procedures for hidden surfaces.

For hidden surfaces (including but not limited to interior girders, interior faces of exterior girders, and below-grade sections of piles):

1. Welding of metallized surfaces may be performed only if specifically permitted by the Engineer. Remove metallizing at the location of field welds by blast cleaning (SSPC SP-6 finish), or hand (SSPC SP-2 finish) or power tool cleaning (SSPC SP-3 finish) just prior to welding. Clean sufficiently to prevent contamination of the weld. All repairs to welded connections are metallized in accordance with SSPC CS 23.00.
2. Minor areas less than or equal to 0.1 ft^2 exposing the substrate are metallized in accordance with SSPC CS 23.00 or painted in accordance with ASTM A780, "Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings."
3. Large areas greater than 0.1 ft^2 exposing the substrate are metallized in accordance with SSPC CS 23.00.
4. Damaged (burnished) areas not exposing the substrate with less than the specified coating thickness are metallized in accordance with SSPC CS 23.00 or painted in accordance with ASTM A780, "Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings."
5. Damaged (burnished) areas not exposing the substrate with more than the specified coating thickness are not repaired.
6. Defective coating is repaired by either method 2 or 3 depending on the area of the defect.

For Exposed Surfaces (including but not limited to exterior faces of exterior girders and above-grade sections of piles):

1. Welding of metallized surfaces may be performed only if specifically permitted by the Engineer. Remove metallization at the location of field welds by blast cleaning (SSPC SP-6 finish), or hand (SSPC SP-2 finish) or power tool cleaning (SSPC SP-3 finish) just prior to welding. Clean sufficiently to prevent contamination of the weld. All repairs to welded connections are metallized in accordance with SSPC CS 23.00.
2. All areas exposing the substrate are metallized in accordance with SSPC CS 23.00
3. Defective coating is repaired by either method 2 or 3 depending on the area of the defect.

7.0 TWELVE MONTH OBSERVATION PERIOD

The contractor maintains responsibility for the coating system for a twelve (12) month observation period beginning upon the satisfactory completion of all the work required in the plans or as directed by the engineer. The contractor must guarantee the coating system under the payment and performance bond (refer to Article 109-10). To successfully complete the observation period, the coating system must meet the following requirements after twelve(12) months service:

- No visible rust, contamination or application defect is observed in any coated area.
- Painted surfaces have a uniform color and gloss.
- Surfaces have an adhesion of no less than 500 psi when tested in accordance with ASTM D-4541.

8.0 BASIS OF PAYMENT

The contract price bid for the bridge component to which the coating is applied will be full compensation for the thermal sprayed coating.

EXPANSION JOINT SEALS

(9-30-11)

1.0 GENERAL

The work covered by this Special Provision consists of furnishing and installing the expansion joint seals as shown on the contract drawings. All materials, labor, equipment and incidentals necessary for the proper installation of the expansion joint seals are included.

2.0 MATERIAL

Provide expansion joint seals capable of accommodating a total movement measured parallel to the centerline of the roadway as shown on plans.

Provide an elastomeric component for each expansion joint seal that is a continuous unit for the entire length of the joint. Do not field splice the elastomeric component. Only vulcanized shop splicing of the elastomeric component is permitted. The minimum length of an elastomeric component before shop splicing is 20 feet. However, one piece shorter than 20 feet is permitted. Provide an elastomeric component that is clearly shop marked to indicate the top side and joint location of the elastomeric component. On skewed bridges, or under unsymmetrical conditions, clearly mark the left side of the elastomeric component. Left is defined as being on the left when facing in the direction of increasing station. Inspect the seals upon receipt to ensure that the marks are clearly visible upon installation.

Make sure the convolution of the gland does not project above the top of the hold-down plates when the joint opening is in the most compressed condition. Use either elastic

polychloroprene (neoprene) or ethyl propylene diene monomer (EPDM) for the elastomer that meets the following minimum properties:

	ASTM TEST METHOD	REQUIREMENTS
Hardness, Durometer - Shore A	D2240	60 ± 5, Neoprene (upward corrugated shape - fabric reinforced) 75 ± 5, EPDM and Neoprene (upward non-corrugated shape) 80 ± 5, EPDM (upward corrugated shape-fabric reinforced)
Tensile Strength	D412	2000 psi (min.)
Elongation at Break	D412	250% (min.)
Width of Gland in Relaxed Condition	N/A	10" ± 0.25"

Thickness of Upturned portion of gland	N/A	0.25" non-corrugated shape, -0.032" to +0.032"
Thickness of Upturned portion of gland	N/A	0.1875" corrugated shape, -0.032" to +0.032"
Thickness of Flat portion of gland	N/A	0.1563", -0.032" to +0.032"

For fabric reinforced glands, submit one unreinforced sample per lot number, up to 500 feet of Expansion Joint Seal, to the Engineer for testing.

Only field splice hold-down plates at crown points, at abrupt changes in the deck slab cross slope, and on lane lines. Splicing within travel lanes is not permitted and splicing on edge lines is not required. Field splice hold-down plates between the edge line and gutter upturn and where necessary for proper installation and alignment is permitted. Show all splice locations on the working drawings for approval. For the location of lane markings at the expansion joint seal, see the Structure plans. At the splice locations, locate the hold-down bolts 3 inches from the end of the hold-down plate. At splice locations where changes in deck slab cross slope occur, cut the ends of hold-down plates parallel to the bridge centerline for skews less than 80° and greater than 100°.

Do not use welded shop splices in hold-down plates.

3.0 SHOP DRAWINGS

Submit nine sets of working drawings to the Engineer for review, comments and acceptance. Show complete details drawn to scale and include:

- The proposed template details including the makeup of the template
- The proposed method of holding the base angle assembly in place while concrete is cast around it
- The proposed procedure to correct for the effects of beam movement and rotation when setting width of joint opening
- The proposed chronology of installation including the sequence and direction of the concrete casting
- The details of cross connectors between base angles, such as steel bars with slots bolted to angles, to maintain evenness between the adjacent base angles while accommodating movement that occurs when concrete is cast. Indicate when bolts are loosened to allow movement.
- The proposed method for removing the hold-down plate
- A section detail through the joint showing horizontal offset dimensions of the base angles from the centerline joint. This detail is required when the vertical face of the joint opening is not perpendicular to the roadway surface (e.g. when the roadway grade is significant).

Have someone other than the one who prepares the drawing check all detailed drawings and include the signatures of both the drafter and checker on each sheet of the drawings. The Engineer returns unchecked drawings to the Contractor. Provide all completed drawings well in advance of the scheduled installation time for the expansion joint seal.

4.0 INSTALLATION

Provide supports for the base angle assembly at a maximum spacing of 9 feet. Place supports near field splices of base angles to ensure that field splices are straight and even. Provide base angles with ½" diameter weep holes at 12 inch centers to allow bleeding of trapped air and/or water. Do not obstruct the weep holes with falsework. Make the bottom of the trough parallel to grade and the sides parallel to the sides of the expansion joint seal.

For damaged areas, depressions, spalls, cracks, or irregularities of curbs or decks adjacent to the expansion joint, submit a proposed method of repair and repair material specifications for approval.

If the Engineer deems any aspects of the expansion joint seals unacceptable, make necessary corrections.

5.0 INSPECTION

When concrete is cast, use a non-aluminum, 10 foot, true to line straight edge to check and grade the top of the slab on each side of the joint to ensure smooth transition between spans.

Watertight Integrity Test

- Upon completion of an expansion joint seal, perform a water test on the top surface to detect any leakage. Cover the roadway section of the joint from curb to curb, or barrier rail to barrier rail, with water, either ponded or flowing, not less than 1 inch above the roadway surface at all points. Block sidewalk sections and secure an unnozzled water hose delivering approximately 1 gallon of water per minute to the inside face of the bridge railing, trained in a downward position about 6 inches above the sidewalks, such that there is continuous flow of water across the sidewalk and down the curb face of the joint.
- Maintain the ponding or flowing of water on the roadway and continuous flow across sidewalks and curbs for a period of 5 hours. At the conclusion of the test, the underside of the joint is closely examined for leakage. The expansion joint seal is considered watertight if no obvious wetness is visible on the Engineer's finger after touching a number of underdeck areas. Damp concrete that does not impart wetness to the finger is not a sign of leakage.
- If the joint system leaks, locate the place(s) of leakage and take any repair measures necessary to stop the leakage at no additional cost to the Department. Use repair measures recommended by the manufacturer and approved by the Engineer prior to beginning corrective work.
- If measures to eliminate leakage are taken, perform a subsequent water integrity test subject to the same conditions as the original test. Subsequent tests carry the same responsibility as the original test and are performed at no extra cost to the Department.

6.0 BASIS OF PAYMENT

Basis of payment for all expansion joint seals will be at the lump sum contract price for "Expansion Joint Seals" which price and payment will be full compensation for furnishing all material, including any steel accessory plates for sidewalks, medians and rails, labor, tools, and incidentals necessary for installing the expansion joint seal in place and including all materials, labor, tools and incidentals for performing the original watertight integrity test.

**OPTIONAL PRECAST REINFORCED CONCRETE
BOX CULVERT AT STATIONS 14+25.00 -L-, 24+21.50 -L-**

(2-10-12)

1.0 GENERAL

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

If the option is indicated on the plans, the submittal for a precast reinforced box culvert in lieu of a cast-in-place culvert is permitted. Design the precast culvert sections in accordance with ASTM C1577 or the latest edition of the AASHTO LRFD Bridge Design Specifications. Provide the size and number of barrels as indicated on the plans. Detail the culvert with cast in place wings walls and footings. Precast wing walls and footings will not be allowed. Provide a precast box culvert that meets the requirements of Section 1077 and any other applicable parts of the Standard Specifications.

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

If the span, rise and design earth cover for the precast reinforced concrete box culvert are identical to a previously approved submittal, the Contractor may request the previously approved design calculations and plans be considered as the submittal for review and approval.

2.0 PRECAST REINFORCED CONCRETE BOX SECTIONS**A. Types**

Precast reinforced concrete box sections manufactured in accordance with this Special Provision are designated by span, rise, and design earth cover.

B. Design

1. Design – The box section dimensions and reinforcement details are subject to the provisions of Section F.
2. Placement of Reinforcement – Provide a 1 inch concrete cover over the reinforcement subject to the provisions of Section F. Extend the inside reinforcement into the tongue portion of the joint and the outside reinforcement into the groove portion of the joint. Detail the clear distance of the end wires so it is not less than 1/2 inch nor more than 2 inches from the ends of the box section. Assemble reinforcement per the requirements of ASTM C1577 or the approved

design. The exposure of the ends of the wires used to position the reinforcement is not a cause for rejection.

3. Laps and Spacing – Use lap splices for the transverse reinforcement. Detail the transverse wires so that the center to center spacing is not less than 2 inches nor more than 4 inches. Do not detail the longitudinal wires with a center to center spacing of more than 8 inches.
4. The design earth cover is reported on the plans as the elevation difference between the point of maximum fill and the top of the top slab.

C. Joints

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

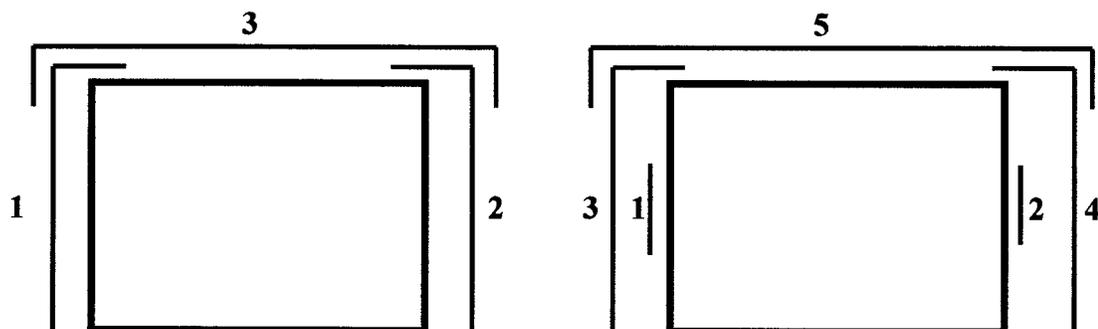


Figure 1

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

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

D. Manufacture

Precast box culverts may be manufactured by either the wet cast method or dry cast method.

1. Mixture – In addition to the requirements of Section 1077 of the Standard Specifications, do not proportion the mix with less than 564 lb/yd³ of portland cement.
2. Strength – Make sure that all concrete develops a minimum 28-day compressive strength of 5000 psi. Movement of the precast sections should be minimized during the initial curing period. Any damage caused by moving or handling during the initial curing phase will be grounds for rejection of that precast section.
3. Air Entrainment – Air entrain the concrete in accordance with Section 1077 - 5(A) of the Standard Specifications. For dry cast manufacturing, air entrainment is not required.
4. Testing – Test the concrete in accordance with the requirements of Section 1077 - 5(B).
5. Handling – Handling devices or holes are permitted in each box section for the purpose of handling and laying. Submit details of handling devices or holes for approval and do not cast any concrete until approval is granted. Remove all handling devices flush with concrete surfaces as directed. Fill holes in a neat and workmanlike manner with an approved non-metallic non-shrink grout, concrete, or hole plug.

E. Physical Requirements

Acceptability of precast culvert sections is based on concrete cylinders made and tested in accordance with AASHTO T22 and AASHTO T23.

F. Permissible Variations

1. Flatness – All external surfaces shall be flat, true, and plumb. Irregularities, depressions, or high spots on all external surfaces shall not exceed 1/2 inch in 8 feet.

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

G. Marking

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

2. Clearly mark each section of the box culvert in accordance with ASTM C1577, Section 15.

H. Construction

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

3.0 BASIS OF PAYMENT

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

FALSEWORK AND FORMWORK

(4-5-12)

1.0 DESCRIPTION

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

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

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

2.0 MATERIALS

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

3.0 DESIGN REQUIREMENTS**A. Working Drawings**

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

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

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

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

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

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

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screenshot Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab.

For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 1/2" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than $\frac{3}{4}$ ".

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.

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 ² for Indicated Wind Velocity, mph				
	70	80	90	100	110
0 to 30	15	20	25	30	35
30 to 50	20	25	30	35	40
50 to 100	25	30	35	40	45
over 100	30	35	40	45	50

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

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

B. Review and Approval

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

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

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

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

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

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

A. Maintenance and Inspection

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

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

B. Foundations

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

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

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

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

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

5.0 REMOVAL

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

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

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

SUBMITTAL OF WORKING DRAWINGS

(2-10-12)

1.0 GENERAL

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, “submittals” refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Resident Engineer. Either the Structure Design Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

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

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

2.0 ADDRESSES AND CONTACTS

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

Via US mail:

Mr. G. R. Perfetti, P. E.
State Bridge Design Engineer
North Carolina Department
of Transportation
Structure Design Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

Attention: Mr. P. D. Lambert, P. E.

Via other delivery service:

Mr. G. R. Perfetti, P. E.
State Bridge Design Engineer
North Carolina Department
of Transportation
Structure Design Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

Attention: Mr. P. D. Lambert, P. E.

Submittals may also be made via email.

Send submittals to:

plambert@ncdot.gov (Paul Lambert)

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

jgaither@ncdot.gov (James Gaither)

jlbolden@ncdot.gov (James Bolden)

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. John Pilipchuk, L. G., 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. John Pilipchuk, L. G., 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

Secondary Structures Contacts: James Gaither (919) 707 – 6409
James Bolden (919) 707 – 6408

Eastern Regional Geotechnical Contact (Divisions 1-7):

K. J. Kim (919) 662 – 4710
(919) 662 – 3095 facsimile
kkim@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):

John Pilipchuk (704) 455 – 8902
(704) 455 – 8912 facsimile
jpilipchuk@ncdot.gov

3.0 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Resident Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structure Design Unit and/or the Geotechnical Engineering Unit.

The first table below covers “Structure Submittals”. The Resident Engineer will receive review comments and drawing markups for these submittals from the Structure Design Unit. The second table in this section covers “Geotechnical Submittals”. The Resident Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structure Design Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

Submittal	Copies Required by Structure Design Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal¹
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework ⁷	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals ⁶	9	0	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms ² (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 ^{4,5}	7	0	Article 1072-8
Miscellaneous Metalwork ^{4,5}	7	0	Article 1072-8
Optional Disc Bearings ⁴	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 ⁴	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) ³	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	5	0	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans ⁵	7	0	Article 1072-8 & “Sound Barrier Wall”
Structural Steel ⁴	2, then 7	0	Article 1072-8 Article 400-3 & “Construction,
Temporary Detour Structures	10	2	Maintenance and Removal of Temporary Structure at Station ____”
TFE Expansion Bearings ⁴	8	0	Article 1072-8

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.
2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
4. The fabricator may submit these items directly to the Structure Design Unit.
5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
7. Submittals are necessary only when the top slab thickness is 18" or greater.

GEOTECHNICAL SUBMITTALS

Submittal	Copies Required by Geotechnical Engineering Unit	Copies Required by Structure Design Unit	Contract Reference Requiring Submittal ¹
Drilled Pier Construction Plans ²	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports ²	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms ^{2,3}	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports ²	1	0	Subarticle 450-3(F)(3)
Retaining Walls ⁴	8 drawings, 2 calculations	2 drawings	Applicable Provisions
Temporary Shoring ⁴	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:
www.ncdot.org/doh/preconstruct/highway/geotech/formdet/
See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.

CRANE SAFETY

(8-15-05)

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration regulations (OSHA).

Submit all items listed below to the Engineer prior to beginning crane operations involving critical lifts. A critical lift is defined as any lift that exceeds 75 percent of the manufacturer's crane chart capacity for the radius at which the load will be lifted or requires the use of more than one crane. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

CRANE SAFETY SUBMITTAL LIST

- A. **Competent Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. **Certifications:** By July 1, 2006, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

GROUT FOR STRUCTURES

(9-30-11)

1.0 DESCRIPTION

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

2.0 MATERIAL REQUIREMENTS

Use a Department approved pre-packaged, non-shrink, non-metallic grout. Contact the Materials and Tests Unit for a list of approved pre-packaged grouts and consult the manufacturer to determine if the pre-packaged grout selected is suitable for the required application.

When using an approved pre-packaged grout, a grout mix design submittal is not required.

The grout shall be free of soluble chlorides and contain less than one percent soluble sulfate. Supply water in compliance with Article 1024-4 of the Standard Specifications.

Aggregate may be added to the mix only where recommended or permitted by the manufacturer and Engineer. The quantity and gradation of the aggregate shall be in accordance with the manufacturer's recommendations.

Admixtures, if approved by the Department, shall be used in accordance with the manufacturer's recommendations. The manufacture date shall be clearly stamped on each container. Admixtures with an expired shelf life shall not be used.

The Engineer reserves the right to reject material based on unsatisfactory performance.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Test the expansion and shrinkage of the grout in accordance with ASTM C1090. The grout shall expand no more than 0.2% and shall exhibit no shrinkage. Furnish a Type 4 material certification showing results of tests conducted to determine the properties listed in the Standard Specifications and to assure the material is non-shrink.

Unless required elsewhere in the contract the compressive strength at 3 days shall be at least 5000 psi. Compressive strength in the laboratory shall be determined in accordance with ASTM C109 except the test mix shall contain only water and the dry manufactured material. Compressive strength in the field will be determined by molding and testing 4" x 8" cylinders in accordance with AASHTO T22. Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

When tested in accordance with ASTM C666, Procedure A, the durability factor of the grout shall not be less than 80.

3.0 SAMPLING AND PLACEMENT

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

Do not place grout if the grout temperature is less than 50°F or more than 90°F or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 45°F.

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer’s recommendations unless directed otherwise by the Engineer. Use grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes.

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

4.0 BASIS OF PAYMENT

No separate payment will be made for “Grout for Structures”. The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

BRIDGE MOUNTED CHAIN LINK FENCE

(SPECIAL)

Construct the chain link fence in accordance with the applicable sections of the Standard Specifications, the details shown on the plans and this special provision.

The quantity of chain link fence will be the actual number of linear feet of fence, measured in place from end post to end post, which has been completed and accepted. All posts used for the chain link fence are included in the price of the fence and will not be paid for separately. There will be no measurement made for installing adhesive anchors in concrete parapets as such work is considered incidental.

Work includes but is not limited to furnishing and installing fence fabric, tie wires, stretcher bars, stretcher bar bands, tie rods, turnbuckles, brace rails, posts, post caps, brackets, adhesive anchors, fittings and any other materials necessary to complete the work as described in the plans and this special provision.

Payment will be made under:

___” Chain Link Fence.....Linear Foot

SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST

Under the terms of these provisions, the North Carolina Department of Transportation shall hereinafter be called "Department", and the Norfolk Southern Railway Company shall hereinafter be called "Railroad".

1. AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER:

The authorized representative of the Railroad, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the North Carolina Department of Transportation, hereinafter referred to as the Department Engineer, shall have authority over all other matters as prescribed herein including Project Specifications, Special Provisions, and the plans.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad right of way until he has complied with the following conditions:

- (1) Give the Railroad written notice, with copy to the Department Engineer who is designated to be in charge of the work, at least ten (10) days in advance of the date he proposes to begin work on Railroad right of way to:

Office of Chief Engineer - Bridges & Structures
Norfolk Southern Corporation
1200 Peachtree Street NE
Internal Box 142
Atlanta, Georgia 30309

- (2) Obtain written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by section 14 herein. The Railroad does not accept notation of Railroad protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. The policy will be reviewed for compliance prior to written approval. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for Railroad to review.
- (3) Obtain Railroad's Flagger Services as required by section 7 herein.

- (4) Obtain written authorization from the Railroad to begin work on Railroad's right of way, such authorization to include an outline of specific conditions with which he must comply.
 - (5) Furnish a schedule for all work within the Railroad right of way as required by section 7B1 herein.
- B. The Railroad's written authorization to proceed with the work will include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative will be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the right of way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's right of way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provision is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Department.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are as follows:

- (1) Horizontal clearance measured from centerline of track to falsework:

13'-0" on tangent track

14'-0" on curved track

(2) Vertical clearance from top of rail to falsework: 22'-0"

B. However, before undertaking any work within Railroad's right of way, or before placing any obstruction over any track, the Contractor shall:

(1) Notify the Railroad Engineer at least 72 hours in advance of the work.

(2) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.

(3) Receive permission from the Railroad Engineer to proceed with the work.

(4) Ascertain that the Department Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Railroad's property shall be:

(1) Subject to the inspection and approval of the Railroad.

(2) In accord with the Railroad's written outline of specific conditions.

(3) In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.

(4) In accord with these Special Provisions.

B. Excavation:

The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24 inches below top of rail. The Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

Additionally, the Railroad Engineer may require the Contractor to install orange construction safety fencing for protection of the work area.

C. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting, for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without

disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a North Carolina Registered Professional Engineer. The Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans for shoring, shall first be reviewed by the Department Engineer then reviewed and approved by the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

Additionally, a walkway with handrail protection may be required as noted in section 11 herein.

D. Demolition, Erection, Hoisting:

- (1) Railroad tracks and other Railroad property must be protected from damage during the procedure.
- (2) The Contractor is required to submit a plan showing the locations of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as wire lines, poles, adjacent structures, etc. must also be shown.
- (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, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the picks must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from filed measurements. The field measurements are to be made under the supervision of the North Carolina Registered Professional Engineer submitting the procedure and calculations.
- (5) A data sheet must be submitted listing the types, size and arrangements of all rigging and connection equipment.
- (6) A complete written procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or rehitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a North Carolina Registered Professional Engineer.
- (8) The Railroad Engineer or his designated representative must be present at the site during the entire demolition and erection procedure period.

- (9) All procedures, plans and calculations shall first be reviewed by the Department Engineer and then approved by the Railroad Engineer, but such approval does not relieve the Contractor from liability.

E. Blasting:

- (1) The Contractor shall obtain advance approval of the Railroad Engineer and Department Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
- (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (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 the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see section 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railroad Engineer. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
- (2) The Railroad Engineer will:
- (a) Determine the approximate location of trains and advise the Contractor 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 opinion, blasting is too hazardous or is not in accord with these special provisions.

F. Maintenance of Railroad Facilities:

- (1) The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

repair eroded areas within Railroad's right of way and repair any other damage to the property of the Railroad or its tenants.

- (2) All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the right of way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all loss, costs, expenses, claim or liability for loss of or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

H. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad's right of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said right of way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

Flagging services will not be provided until the Contractor's insurance has been reviewed and approved by the Railroad.

Under the terms of the agreement between the Department and Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's men or equipment are, or are likely to be, working on the Railroad's right of way, or across, over, adjacent to or under a track, or when such work has disturbed or is likely to disturb a Railroad structure, Railroad roadbed, or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad Engineer or performs work that has not been scheduled with the Railroad Engineer, a flagman or flagmen may be required full time until the project has been completed. Should such violations or unscheduled, unauthorized work by the Contractor result in full time flagging being required by the Railroad, the additional cost of such flagging above normal flagging cost shall be deducted from the final payment to the Contractor as provided in Article 109-9 of the Standard Specifications. Neither Department nor Railroad will be liable for damages resulting from unscheduled or unauthorized work.

B. Scheduling and Notification:

- (1) The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman presence in excess of 40 hours per week.
- (2) No later than the time that approval is initially requested to begin work on Railroad right of way, the Contractor shall furnish to the Department and Railroad a schedule for all work required to complete the portion of the project within Railroad right of way and arrange for a job site meeting between the Contractor, Department, and Railroad. Flagman or flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- (3) The Contractor will be required to give the Railroad Engineer at least 10 working days of advance written notice of intent to begin work within Railroad's right of way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad Engineer at least 3 working days of advance notice before resuming work on Railroad's right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Department Engineer a copy; if notice is given verbally, it shall be confirmed in writing with a copy to the Department Engineer.

- (4) If flagging is required, no work shall be undertaken until the flagman, or flagmen, is present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
- (5) If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, the Contractor shall delay work on Railroad right of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.

C. Payment:

- (1) The Department will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. The Contractor shall reimburse the Railroad for any costs of the flagging which is required for work for the benefit of the Contractor.
- (2) The estimated cost of flagging service is the current rate per day based on a 10-hour work day. This cost includes the base pay for each flagman, overhead, and a per diem charge for travel expenses, meals and lodging. The charge by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
- (3) Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1½ times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2½ times the normal rate.
- (4) Railroad work involved in preparing and handling bills will also be charged to the Department. Charges to the Department by the Railroad shall be in accordance with applicable provisions of the Federal-Aid Policy Guide, Title 23 Subchapter B, Part 140I and Subchapter G, Part 646B issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

- (1) Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact Railroad's System Engineer of Public Improvements at (404) 529-1641. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Department Engineer. Address all written correspondence to:

Office of Chief Engineer-Bridges & Structures
Attn: System Engineer of Public Improvements
Norfolk Southern Corporation
1200 Peachtree St. NE
Internal Box 142
Atlanta, GA 30309

- (2) The Railroad flagman assigned to the project will be responsible for notifying the Department Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Department Engineer will document such notification and general flagging times for verification purposes in the project records. When requested, the Department Engineer will also sign the flagman's diary showing daily time spent and activity at the project site. Also if requested, the flagman will cooperate with the Department by submitting daily timesheets or signing the Department Engineer's diary showing daily time spent at the project site.

8. HAUL ACROSS RAILROADS:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the Department has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor, is first obtained from the Railroad Engineer. The approval process for a temporary private crossing agreement executed between the Contractor and Railroad normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans and included in the force account agreement between the Department and the Railroad; or will be covered by appropriate revisions to same which will be initiated and approved by the Department and/or Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore. The Contractor shall cooperate with others in the construction of the project to the end that all work may be accomplished to the best advantage.
- B. No charge or claims of the Contractor against either the Department or Railroad will be allowed for hindrance or delay on account of railroad traffic, any work done by the Railroad 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. The Contractor's attention is called to the fact that neither the Department nor Railroad assumes any responsibility for any work performed by others in connection with the construction of the project, and the Contractor shall have no claim whatsoever against the Department, or Railroad for any inconvenience, delay, or additional cost incurred by him on account of such operations by others.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated tracks, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10' from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track shall be placed.

12. GUIDELINES FOR PERSONNEL ON RAILROAD'S RIGHT OF WAY:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen.

Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing Safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended to wear reflective vests.

- B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD'S RIGHT OF WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15 ft. of centerline of track without specific permission from Railroad Engineer and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.

- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad's property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under Title 23 Subchapter G, Part 646A for all work to be performed on Railroad's right of way by carrying insurance of the following kinds and amounts:
 - (1) **Commercial General Liability Insurance** having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in section 14A2(c) below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - (2) **Railroad Protective Liability Insurance** having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- (a) The insurer must be rated A- or better by A.M. Best Company, Inc.
- (b) The policy must be written using one of the following combinations of Insurance Services Office (“ISO”) Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04

- (c) The named insured shall read:

Norfolk Southern Railway Company
 Three Commercial Place
 Norfolk, Virginia 23510-2191
 Attn: Risk Management

- (d) The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.

The Description and Designation shall read:

Description and Designation: Construction of a new overhead bridge on SR 1184 (Howell Mill Road) over the tracks of Norfolk Southern Railway Company in Haywood County, North Carolina identified as State TIP U-4412 and Federal Project STP-1184(4).

- (e) The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.

NOTE: Do not include any references to milepost on the insurance policy.

- (f) The name and address of the prime contractor must appear on the Declarations.
- (g) The name and address of the Department must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”

(h) Other endorsements/forms that will be accepted are:

- (1) Broad Form Nuclear Exclusion – Form IL 00 21
- (2) 30-day Advance Notice of Non-renewal or cancellation
- (3) 60-day written notice to the Department prior to cancellation or change
- (4) Quick Reference or Index Form CL/IL 240

(i) Endorsements/forms that are **NOT** acceptable are:

- (1) Any Pollution Exclusion Endorsement except CG 28 31
- (2) Any Punitive or Exemplary Damages Exclusion
- (3) Known injury or Damage Exclusion form CG 00 59
- (4) Any Common Policy Conditions form
- (5) Any other endorsement/form not specifically authorized in section 14A2(h) above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in section 14A1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.
- C. Prior to entry on Railroad's right of way, the original and one duplicate copy of the Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Department and Railroad at the addresses below, and one certified copy of the Prime Contractor and any Subcontractors policy is to be forwarded to the Department for its review and transmittal to the Railroad. All policies and certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to the Department and Railroad. The Railroad will not permit any work on its right of way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

NCDOT Rail Division
 Engineering & Safety Branch
 C/O State Railroad Agent
 1556 Mail Service Center
 Raleigh, NC 27699-1556

RAILROAD:

Risk Management
 Norfolk Southern Railway Company
 Three Commercial Place
 Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Department or its Contractors under the terms of this agreement.
- E. The insurance amounts specified are minimum amounts and the Contractor may carry insurance in larger amounts if he so desires. As to "aggregate limits", if the insurer

establishes loss reserves equal to or in excess of the aggregate limit specified in any of the required insurance policies, the Contractor shall immediately notify the Department and shall cease all operations until the aggregate limit is reinstated. If the insurer establishes loss reserves equal to or in excess of one/half of the aggregate limit, the Contractor shall arrange to restore the aggregate limit to at least the minimum amount stated in these requirements. Any insurance policies and certificates taken out and furnished due to these requirements shall be approved by the Department and Railroad as to form and amount prior to beginning work on Railroad's right of way.

- F. All insurance herein before specified shall be carried until the final inspection and acceptance of the project by the Department and Railroad, or acceptance of that portion of the project within Railroad's right of way. At this point, no work or any other activities by the Contractor shall take place in Railroad's right of way without written permission from both the Department and Railroad.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
- (1) The Railroad Engineer may require that the Contractor vacate Railroad's property.
 - (2) The Department Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Department Engineer and the Railroad Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such cost shall be included in the various prices bid to perform the work.

17. COMPLETION AND ACCEPTANCE:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad's right of way all machinery, equipment, surplus materials, rubbish or temporary buildings of the Contractor, and leave said right of way in a neat and orderly condition. After the final inspection has been made and work found to be completed in a satisfactory manner acceptable to the Department and Railroad, the Department will be notified of the Railroad's acceptance in writing by the Railroad's Chief Engineer or his authorized representative within ten (10) days or as soon thereafter as practicable.

U-4412, Haywood Co.

Railroad Site Data:

The following information was received from the Railroad on **October 12, 2009**, and is provided as a convenience to the Contractor in bidding this project. This information is subject to change and the Contractor may, at his discretion, contact the Railroad directly to verify its current 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 which occur after the above date of receipt.

Type and number of tracks within 50 ft. of project (mainline, branchline, siding, yard, etc.).

1 - Mainline

Number of trains on affected track per day.

1

Type of trains (passenger or freight).

Freight

Maximum authorized operating speed of trains.

25 mph

Type and number of RR employees assigned to job.

1 - Flagman

U-4412
Haywood County

Utility Special Provisions

Power Line Conduit and Hanger System

<p>Design Prepared By UC Synergetic N.C. Lic # F-1107 8024 Glenwood Ave Suite 230 Raleigh, NC 27612 Matthew J. Girard, PE</p>	
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I. Scope of Work

Provide materials, equipment, labor to construct a conduit hanger system, including hanging brackets, anchor attachments, and conduit (with expansion couplings) to support primary power cable lines and join conduits to the attached "Utility Construction Plans and Special Provisions" for *Buried Power Duct (Extension to Power Line Conduit and Hanger System)*. Others designated by Progress Energy will install power conductor cables in the conduit system after the completion of this work.

II. General Construction Requirements

Conduit system constructed solely for ownership by Progress Energy Carolinas (Progress Energy). Contact for Progress Energy is

Jimmy Perry
1020 W Chatham St
Cary, NC 27511-6201
919-481-6117

Conduit system shall be installed by the U-4412 NCDOT Project Contractor (NCDOT Contractor). Conduit shall be continuous from -L- Station 62+51.50 to 70+85.89 and built according to the NCDOT 2012 Standard Specifications for Roads and Structures, the National Electric Safety Code, and as specified in these provisions and/or construction drawings. The conduit suspended from the bridge will exist from -L- Sta 64+61.81 to -L- Sta 69+96.31 (approximately 534 ft). Refer to the "Utility Construction Plans and Special Provisions" for details on conduit extension that is direct buried on either end of the bridge.

Four total ducts will be arranged in a one-high by four-wide configuration for both bridge and direct burial installations. Substitutions to materials or construction methods proposed by NCDOT or NCDOT Contractor must be approved by Progress Energy.

All conduit sections shall be solvent-welded (excluding sliding section of expansion coupling). Apply solvent adhesive and dispose of waste and containers according to manufacturer specifications. The conduit shall not at any time be heated for any purpose, including for joining sections or bending. Bend radii of conduits shall be 80 feet or greater. Preformed bends shall not be used unless approved by Progress Energy.

NCDOT Contractor shall notify Progress Energy two weeks prior to commencement of any work and one week prior to testing and provide access to Progress Energy representatives during all phases of construction.

The total assembled length of the conduit shall successfully pass a Mandrel Test prior to Progress Energy acceptance. Testing shall be witnessed by a Progress Energy representative.

III. Bridge Conduit Requirements

Bridge conduit shall be 6-inch ID Schedule 80 Duct centered in Bay 5 of the bridge. At no point shall any component of the conduit system hang lower than the bridge girders. The conduits shall pass through the intermediate and end bents in a steel sleeve using PVC spacers for conduit.

Expansion couplings shall be installed at anchor point hangers. Anchor point hangers and intermediate hangers shall be placed as indicated. The maximum spacing between adjacent hangers is 8 feet apart. No joint shall be installed within 12 inches of the nearest hanger.

Hanger steel members shall be fabricated locally from A36 low carbon steel. Anchor bolts shall be precast into the bridge form using specified anchor inserts (or approved equal) and 7/8 inch diameter bolts be sized for length accordingly. Anchor inserts shall be mounted on the upper surface of the corrugated bridge form.

IV. Measurement and Payment

Power Line Conduit and Hanger System will be measured and paid for as a lump sum. Such price and payment will be full compensation for all work covered by this provision, including but not limited to the materials, equipment, labor to construct the hanging brackets, anchor attachments, and conduit (with expansion couplings) to support primary power cable lines along the underside of the bridge to the associated *Buried Power Duct* (separate Pay Item) described in detail in the "Utility Construction Plans and Special Provisions."

V. Pay Items

Power Line Conduit and Hanger System

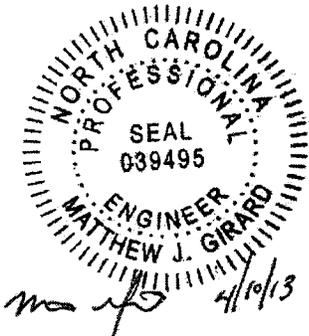
Pay Unit

Lump Sum

U-4412
Haywood County

Structure Utility Special Provisions

Telecommunications Conduit and Hanger System

<p>Design Prepared By UC Synergetic N.C. Lic # F-1107 8024 Glenwood Ave Suite 230 Raleigh, NC 27612 Matthew J. Girard, PE</p>	
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I. Scope of Work

Provide materials, equipment, labor to construct a conduit hanger system, including hanging brackets, anchor attachments, and conduit (with expansion couplings) to support telecommunication cables and join conduits to the attached "Utility Construction Plans and Special Provisions" for *Buried Telecommunications Duct (Extension to Telecommunications Conduit and Hanger System)*. Others designated by AT&T will install telecommunications cables in the conduit system after the completion of this work.

II. General Construction Requirements

Conduit system constructed solely for ownership by AT&T North Carolina (AT&T). Contact for AT&T is

Scott Addington, Manager OSP Planning & Design
AT&T Network Operations
500 Duncan Hill Rd
Hendersonville, NC 28792
828-258-7138

Conduit system shall be installed by the U-4412 NCDOT Project Contractor (NCDOT Contractor). Conduit shall be continuous from -L- Sta 63+01 to -L- Sta 72+02.38 and built according to the NCDOT 2012 Standard Specifications for Roads and Structures and as specified in these provisions and/or construction drawings. The conduit suspended from the bridge will exist from -L- Sta 64+61.81 to -L- Sta 69+96.31 (approximately 534 ft). Refer to the "Utility Construction Plans and Special Provisions" for details on conduit extension that is direct buried on either end of the bridge.

Three total ducts will be arranged in a one-high by three-wide configuration for the bridge installation. Substitutions to materials or construction methods proposed by NCDOT or NCDOT Contractor must be approved by AT&T.

All conduit sections shall be solvent-welded (excluding sliding section of expansion coupling). Apply solvent adhesive and dispose of waste and containers according to manufacturer specifications. The conduit shall not at any time be heated for any purpose, including for joining sections or bending. All horizontal or vertical bends shall be constructed using straight lengths of conduit. Bend radii of conduits shall be 80 feet or greater. Preformed bends shall not be used unless approved by AT&T.

NCDOT Contractor shall notify AT&T two weeks prior to commencement of any work and one week prior to testing and provide access to AT&T representatives during all phases of construction.

After backfilling in the direct buried sections, the total length of conduit shall be tested by pulling a D conduit mandrel through two non adjacent ducts. If the mandrel will not pass through the ducts being tested, the conduit must be exposed and the defect corrected. Backfill and repeat the mandrel test in the conduit that failed.

Contractor shall provide documentation that the total assembled length of the conduit has successfully passed a Mandrel Test prior to AT&T acceptance. Mandrel testing shall be witnessed by an AT&T representative.

III. **Bridge Conduit Requirements**

Bridge conduit shall be 4-inch ID Type D Plastic Telephone Duct centered in Bay 1 of the bridge. At no point shall any component of the conduit system hang lower than the bridge girders. The conduits shall pass through the intermediate and end bents in a steel sleeve using PVC spacers for conduit.

Expansion couplings shall be installed only at anchor point hangers as indicated on the plans. All anchor point hangers and intermediate hangers shall be placed as indicated. The maximum spacing between adjacent hangers is 8 feet apart. No joint shall be installed within 12 inches of the nearest hanger.

Hanger steel members shall be fabricated locally from A36 low carbon steel. Anchor bolts shall be precast into the bridge form using specified anchor inserts (or approved equal) and 7/8 inch diameter bolts be sized for length accordingly. Anchor inserts shall be mounted on the upper surface of the corrugated bridge form.

IV. **Measurement and Payment**

Telecommunications Conduit and Hanger System will be measured and paid for as a lump sum. Such price and payment will be full compensation for all work covered by this provision,

including but not limited to the materials, equipment, labor to construct the hanging brackets, anchor attachments, and conduit (with expansion couplings) to support telecommunication cables along the underside of the bridge and to join the associated *Buried Telecommunications Duct* (separate Pay Item) described in detail in the "Utility Construction Plans and Special Provisions."

V.	Pay Items	Pay Unit
	Telecommunications Conduit and Hanger System	Lump Sum

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.

<u>PERMIT</u>	<u>AUTHORITY GRANTING THE PERMIT</u>
Drèdage and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Environmental Management, DENR State of North Carolina
TVA	Tennessee Valley Authority

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.

U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT

Action ID. 2012-01509 (TIP No. U-4412)

County: Haywood

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Property Owner / Authorized Agent: North Carolina Department of Transportation
Attn: Mr. Michael Turchy

Address: 1598 Mail Service Center
Raleigh, North Carolina 27699-2598

Telephone No.: 919-707-6124

Size and location of property (water body, road name/number, town, etc.): The project is 1.64 miles in length and is located on Howell Mill Road (SR 1184), from US 276 to US 23 Business.

Description of projects area and activity: The permittee is authorized to impacts waters of the U.S. as follows:

Site 1 (UT 1 to Richland Creek and wetland) –100 lf of stream relocation, 30 lf of fill (culvert), 59 lf temporary impact, and 0.01 acre wetland fill (note - the existing culvert is 230 linear feet (lf) long and the new double barrel box culvert will be 185 lf long and the new/relocated channel will be 240 lf);

Site 2 (UT 2 to Richland Creek and wetland) – 17 lf fill (bank stabilizaiton), 90 lf fill (culvert), 19 lf temporary impact, 0.02 acre wetland fill, and <0.01 acre handclearing in wetland;

Site 3 – (Raccoon Creek and wetland) - 7 lf fill (bank stabilization), 19 lf fill (culvert), 0.01 acre temporary fill (workpad), 29 lf temporary impact, 0.04 acre wetland fill, and 0.02 acre handclearing in wetland.

Applicable Law: Section 404 (Clean Water Act, 33 USC 1344)
 Section 10 (Rivers and Harbors Act, 33 USC 403)

Authorization: Regional General Permit Number:
Nationwide Permit Number: 14

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions, your submitted plans, and the following special conditions:

Special Conditions

1. All work must be performed in strict compliance with the description of work and plans in the application dated August 23, 2012, and the revised application of October 23, 2012. Any modification to the description of work and/or the permit plans must be approved by the USACE prior to implementation.
2. In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization.
3. The permittee shall ensure that no work is conducted in-stream or within the 25-foot trout buffer from October 15th-April 15th of any year.
4. The permittee shall require its contractors and/or agents to comply with the terms and conditions of this authorization letter in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this authorization letter, all conditions, and any authorized modifications. A copy of this authorization letter, all conditions, and any authorized modifications, shall be available at the project site during construction and maintenance of this project.

5. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area.
6. The permittee will report any violation of these conditions or violations of Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act in writing to the Wilmington District, U. S Army Corps of Engineers, within 24 hours of the permittee's discovery of the violation.

Any violation of the noted conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order and/or appropriate legal action.

This verification will remain valid until the expiration date identified below unless the nationwide authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Quality (telephone 919-807-6300) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management.

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State or local approvals/permits.

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact Lori Beckwith at 828-271-7980.

Corps Regulatory Official: Lori Beckwith **BECKWITH.LORETTA.ANN.1173452264**
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Date: 2012.10.31 13:52:28 -04'00'

Date: **October 31, 2012**

Expiration Date of Verification: **October 31, 2014**

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at our website at <http://per2.nwp.usace.army.mil/survey.html> to complete the survey online.

Determination of Jurisdiction:

- A. Based on preliminary information, there appear to be waters of the US including wetlands within the above described project area. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331).
- B. There are Navigable Waters of the United States within the above described project area subject to the permit requirements of Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- C. There are waters of the US and/or wetlands within the above described project area subject to the permit requirements of Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- D. The jurisdictional areas within the above described project area have been identified under a previous action. Please reference jurisdictional determination issued on February 6, 2009, under Action ID number 2008-01389, expiration date of February 6, 2014.

Attention USDA Program Participants

This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular site identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

BECKWITH.LORETTA

Corps Regulatory Official: Lori Beckwith **A.ANN.1173452264**

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**SURVEY PLATS, FIELD SKETCH, WETLAND DELINEATION FORMS, PROJECT PLANS, ETC.,
MUST BE ATTACHED TO THE FILE COPY OF THIS FORM, IF REQUIRED OR AVAILABLE.**

Copy Furnished:

**NATIONWIDE PERMIT 14
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
FINAL NOTICE OF ISSUANCE AND MODIFICATION OF NATIONWIDE PERMITS
FEDERAL REGISTER
AUTHORIZED MARCH 19, 2012**

Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

- * **Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

NATIONWIDE PERMIT CONDITIONS

The following General Conditions must be followed in order for any authorization by a NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

* (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

* (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA

section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of

the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWP.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

* 30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

* 31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the

vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific

conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

FURTHER INFORMATION

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

DEFINITIONS

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term “discharge” means any discharge of dredged or fill material.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence

of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or

flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through

which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent

mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a jurisdictional wetland is adjacent – meaning bordering, contiguous, or neighboring – to a waterbody determined to be a water of the United States under 33 CFR 328.3(a)(1)-(6), that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.

Final Regional Conditions 2012

NOTICE ABOUT WEB LINKS IN THIS DOCUMENT:

The web links (both internal to our District and any external links to collaborating agencies) in this document are valid at the time of publication. However, the Wilmington District Regulatory Program web page addresses, as with other agency web sites, may change over the timeframe of the five-year Nationwide Permit renewal cycle, in response to policy mandates or technology advances. While we will make every effort to check on the integrity of our web links and provide re-direct pages whenever possible, we ask that you report any broken links to us so we can keep the page information current and usable. We apologize in advanced for any broken links that you may encounter, and we ask that you navigate from the regulatory home page (wetlands and stream permits) of the Wilmington District Corps of Engineers, to the "Permits" section of our web site to find links for pages that cannot be found by clicking directly on the listed web link in this document.

**Final 2012 Regional Conditions for Nationwide Permits (NWP) in the
Wilmington District**

1.0 Excluded Waters

The Corps has identified waters that will be excluded from the use of all NWP's during certain timeframes. These waters are:

1.1 Anadromous Fish Spawning Areas

Waters of the United States identified by either the North Carolina Division of Marine Fisheries (NCDMF) or the North Carolina Wildlife Resources Commission (NCWRC) as anadromous fish spawning areas are excluded during the period between February 15 and June 30, without prior written approval from NCDMF or NCWRC and the Corps.

1.2 Trout Waters Moratorium

Waters of the United States in the twenty-five designated trout counties of North Carolina are excluded during the period between October 15 and April 15 without prior written approval from the NCWRC. (See Section 2.7 for a list of the twenty-five trout counties).

1.3 Sturgeon Spawning Areas as Designated by the National Marine Fisheries Service (NMFS)

Waters of the United States designated as sturgeon spawning areas are excluded during the period between February 1 and June 30, without prior written approval from the NMFS.

*** 2.0 Waters Requiring Additional Notification**

The Corps has identified waters that will be subject to additional notification requirements for activities authorized by all NWP's. These waters are:

*** 2.1 Western NC Counties that Drain to Designated Critical Habitat**

For proposed activities within Waters of the U.S. that require a Pre-Construction Notification pursuant to General Condition 31 (PCN) and are located in the sixteen counties listed below, applicants must provide a copy of the PCN to the US Fish and Wildlife Service, 160 Zillicoa Street, Asheville, North Carolina 28801. This PCN must be sent concurrently to the US Fish and Wildlife Service and the Corps Asheville Regulatory Field Office. Please see General Condition 18 for specific notification requirements related to Federally Endangered Species and the following website for information on the location of designated critical habitat.

Counties with tributaries that drain to designated critical habitat that require notification to the Asheville US Fish and Wildlife Service: Avery, Cherokee, Forsyth, Graham, Haywood, Henderson, Jackson, Macon Mecklenburg, Mitchell, Stokes, Surry, Swain, Transylvania, Union and Yancey.

Website and office addresses for Endangered Species Act Information:

The Wilmington District has developed the following website for applicants which provides guidelines on how to review linked websites and maps in order to fulfill NWP general condition 18 requirements: <http://www.saw.usace.army.mil/wetlands/ESA>

Applicants who do not have internet access may contact the appropriate US Fish and Wildlife Service offices listed below or the US Army Corps of Engineers at (910) 251- 4633:

US Fish and Wildlife Service
Asheville Field Office
160 Zillicoa Street
Asheville, NC 28801
Telephone: (828) 258-3939

Asheville US Fish and Wildlife Service Office counties: All counties west of and including Anson, Stanly, Davidson, Forsyth and Stokes Counties

US Fish and Wildlife Service
Raleigh Field Office
Post Office Box 33726
Raleigh, NC 27636-3726
Telephone: (919) 856-4520

Raleigh US Fish and Wildlife Service Office counties: all counties east of and including Richmond, Montgomery, Randolph, Guilford, and Rockingham Counties.

* **2.2 Special Designation Waters**

Prior to the use of any NWP in any of the following identified waters and contiguous wetlands in North Carolina, applicants must comply with Nationwide Permit General Condition 31 (PCN). The North Carolina waters and contiguous wetlands that require additional notification requirements are:

“Outstanding Resource Waters” (ORW) or “High Quality Waters” (HQW) as designated by the North Carolina Environmental Management Commission; “Inland Primary Nursery Areas” (IPNA) as designated by the NCWRC; “Contiguous Wetlands” as defined by the North Carolina Environmental Management Commission; or “Primary Nursery Areas” (PNA) as designated by the North Carolina Marine Fisheries Commission.

2.3 Coastal Area Management Act (CAMA) Areas of Environmental Concern

Non-federal applicants for any NWP in a designated “Area of Environmental Concern” (AEC) in the twenty (20) counties of Eastern North Carolina covered by the North Carolina Coastal Area Management Act (CAMA) must also obtain the required CAMA permit. Development activities for non-federal projects may not commence until a copy of the approved CAMA permit is furnished to the appropriate Wilmington District Regulatory Field Office (Wilmington Field Office – 69 Darlington Avenue, Wilmington, NC 28403 or Washington Field Office – 2407 West 5th Street, Washington, NC 27889).

* **2.4 Barrier Islands**

Prior to the use of any NWP on a barrier island of North Carolina, applicants must comply with Nationwide Permit General Condition 31 (PCN).

* **2.5 Mountain or Piedmont Bogs**

Prior to the use of any NWP in a Bog classified by the North Carolina Wetland Assessment Methodology (NCWAM), applicants shall comply with Nationwide Permit General Condition 31 (PCN). The latest version of NCWAM is located on the NC DWQ web site at: <http://portal.ncdenr.org/web/wq/swp/ws/pdu/ncwam> .

* **2.6 Animal Waste Facilities**

Prior to use of any NWP for construction of animal waste facilities in waters of the US, including wetlands, applicants shall comply with Nationwide Permit General Condition 31 (PCN).

* **2.7 Trout Waters**

Prior to any discharge of dredge or fill material into streams or waterbodies within the twenty-five (25) designated trout counties of North Carolina, the applicant shall comply with Nationwide Permit General Condition 31 (PCN). The applicant shall also provide a copy of the notification to the appropriate NCWRC office to facilitate the determination of any potential

impacts to designated Trout Waters. Notification to the Corps of Engineers will include a statement with the name of the NCWRC biologist contacted, the date of the notification, the location of work, a delineation of wetlands, a discussion of alternatives to working in the mountain trout waters, why alternatives were not selected, and a plan to provide compensatory mitigation for all unavoidable adverse impacts to mountain trout waters.

NCWRC and NC Trout Counties

Western Piedmont Region Coordinator	Alleghany	Caldwell	Watauga
20830 Great Smoky Mtn. Expressway	Ashe	Mitchell	Wilkes
Waynesville, NC 28786	Avery	Stokes	
Telephone: (828) 452-2546	Burke	Surry	

Mountain Region Coordinator	Buncombe	Henderson	Polk
20830 Great Smoky Mtn. Expressway	Cherokee	Jackson	Rutherford
Waynesville, NC 28786	Clay	Macon	Swain
Telephone: (828) 452-2546	Graham	Madison	Transylvania
Fax: (828) 452-7772	Haywood	McDowell	Yancey

3.0 List of Corps Regional Conditions for All Nationwide Permits

The following conditions apply to all Nationwide Permits in the Wilmington District:

3.1 Limitation of Loss of Perennial Stream Bed

NWPs may not be used for activities that may result in the loss or degradation of greater than 300 total linear feet of perennial, intermittent or ephemeral stream, unless the District Commander has waived the 300 linear foot limit for ephemeral and intermittent streams on a case-by-case basis and he determines that the proposed activity will result in minimal individual and cumulative adverse impacts to the aquatic environment. Loss of stream includes the linear feet of stream bed that is filled, excavated, or flooded by the proposed activity. Waivers for the loss of ephemeral and intermittent streams must be in writing and documented by appropriate/accepted stream quality assessments*. This waiver only applies to the 300 linear feet threshold for NWPs.

*NOTE: Applicants should utilize the most current methodology prescribed by Wilmington District to assess stream function and quality. Information can be found at:

<http://www.saw.usace.army.mil/wetlands/permits/nwp/nwp2012> (see “Quick Links”)

3.2 Mitigation for Loss of Stream Bed

For any NWP that results in a loss of more than 150 linear feet of perennial and/or ephemeral/intermittent stream, the applicant shall provide a mitigation proposal to compensate for more than minimal individual and cumulative adverse impacts to the aquatic environment. For stream losses less than 150 linear feet, that require a PCN, the District Commander may determine, on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effect on the aquatic environment.

3.3 Pre-construction Notification for Loss of Streambed Exceeding 150 Feet.

Prior to use of any NWP for any activity which impacts more than 150 total linear feet of perennial stream or ephemeral/ intermittent stream, the applicant must comply with Nationwide Permit General Condition 31 (PCN). This applies to NWPs that do not have specific notification requirements. If a NWP has specific notification requirements, the requirements of the NWP should be followed.

3.4 Restriction on Use of Live Concrete

For all NWPs which allow the use of concrete as a building material, live or fresh concrete, including bags of uncured concrete, may not come into contact with the water in or entering into waters of the US. Water inside coffer dams or casings that has been in contact with wet concrete shall only be returned to waters of the US when it is no longer poses a threat to aquatic organisms.

3.5 Requirements for Using Riprap for Bank Stabilization

For all NWPs that allow for the use of riprap material for bank stabilization, the following measures shall be applied:

3.5.1. Filter cloth must be placed underneath the riprap as an additional requirement of its use in North Carolina waters.

3.5.2. The placement of riprap shall be limited to the areas depicted on submitted work plan drawings.

3.5.3. The riprap material shall be clean and free from loose dirt or any pollutant except in trace quantities that would not have an adverse environmental effect.

3.5.4. It shall be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal conditions.

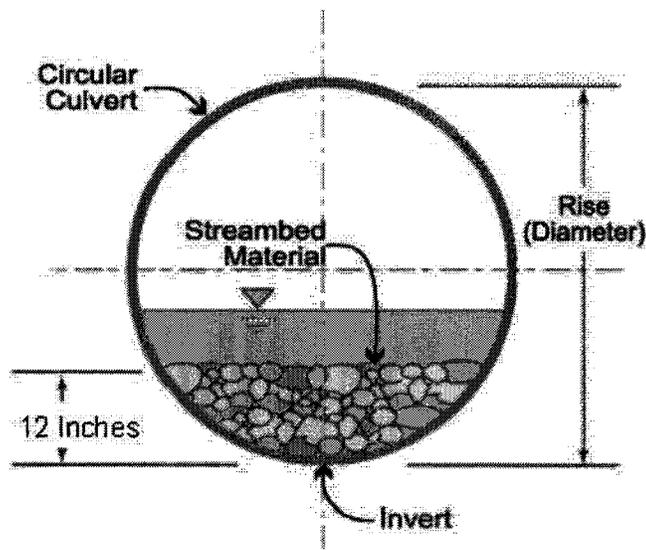
3.5.5. The riprap material shall consist of clean rock or masonry material such as, but not limited to, granite, marl, or broken concrete.

3.5.6. A waiver from the specifications in this Regional Condition may be requested in writing. The waiver will only be issued if it can be demonstrated that the impacts of complying with this Regional condition would result in greater adverse impacts to the aquatic environment.

3.6 Safe Passage Requirements for Culvert Placement

For all NWP's that involve the construction/installation of culverts, measures will be included in the construction/installation that will promote the safe passage of fish and other aquatic organisms. The dimension, pattern, and profile of the stream above and below a pipe or culvert should not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed culvert should be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow should be determined from gage data, if available. In the absence of such data, bankfull flow can be used as a comparable level.

In the twenty (20) counties of North Carolina designated as coastal counties by the Coastal Area Management Act (CAMA): All pipes/culverts must be sufficiently sized to allow for the burial of the bottom of the pipe/culvert at least one foot below normal bed elevation when they are placed within the Public Trust Area of Environmental Concern (AEC) and/or the Estuarine Waters AEC as designated by CAMA, and/or all streams appearing as blue lines on United States Geological Survey (USGS) 7.5-minute quadrangle maps.



In all other counties: Culverts greater than 48 inches in diameter will be buried at least one foot below the bed of the stream. Culverts 48 inches in diameter or less shall be buried or placed on the stream bed as practicable and appropriate to maintain aquatic passage, and every effort shall be made to maintain the existing channel slope. The bottom of the culvert must be placed at a

depth below the natural stream bottom to provide for passage during drought or low flow conditions.

Culverts are to be designed and constructed in a manner that minimizes destabilization and head cutting. Destabilizing the channel and head cutting upstream should be considered and appropriate actions incorporated in the design and placement of the culvert.

A waiver from the depth specifications in this condition may be requested in writing. The waiver will be issued if it can be demonstrated that the proposal would result in the least impacts to the aquatic environment.

All counties: Culverts placed within riparian and/or riverine wetlands must be installed in a manner that does not restrict the flow and circulation patterns of waters of the United States. Culverts placed across wetland fills purely for the purposes of equalizing surface water do not have to be buried.

3.7 Notification to NCDENR Shellfish Sanitation Section

Applicants shall notify the NCDENR Shellfish Sanitation Section prior to dredging in or removing sediment from an area closed to shell fishing where the effluent may be released to an area open for shell fishing or swimming in order to avoid contamination from the disposal area and cause a temporary shellfish closure to be made. Such notification shall also be provided to the appropriate Corps of Engineers Regulatory Field Office. Any disposal of sand to the ocean beach should occur between November 1 and April 30 when recreational usage is low. Only clean sand should be used and no dredged sand from closed shell fishing areas may be used. If beach disposal were to occur at times other than stated above or if sand from a closed shell fishing area is to be used, a swimming advisory shall be posted, and a press release shall be issued by the permittee.

3.8 Preservation of Submerged Aquatic Vegetation

Adverse impacts to Submerged Aquatic Vegetation (SAV) are not authorized by any NWP within any of the twenty coastal counties defined by North Carolina's Coastal Area Management Act of 1974 (CAMA).

3.9 Sedimentation and Erosion Control Structures and Measures

3.9.1. All PCNs will identify and describe sedimentation and erosion control structures and measures proposed for placement in waters of the US. The structures and measures should be depicted on maps, surveys or drawings showing location and impacts to jurisdictional wetlands and streams.

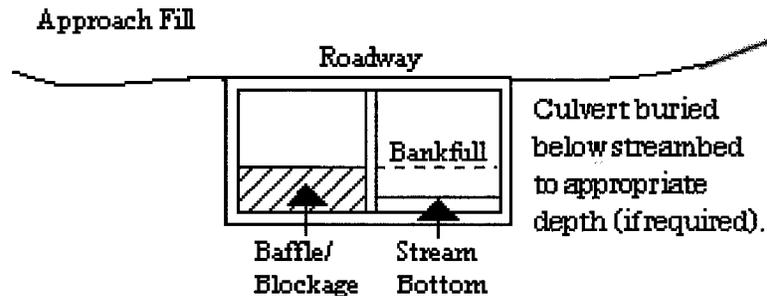
4.5 NWP #14 - Linear Transportation Crossings

4.5.1. If appropriate, applicants shall employ natural channel design (see definition below and NOTE below) to the maximum extent practicable for stream relocations. In the event it is not appropriate to employ natural channel design, any stream relocation shall be considered a permanent impact and the applicant shall provide a mitigation plan to compensate for the loss of aquatic function associated with the proposed activity.

Natural Channel Design: A geomorphologic approach to stream restoration based on an understanding of valley type, general watershed conditions, dimension, pattern, profile, hydrology and sediment transport of natural, stable channels (reference condition) and applying this understanding to the reconstruction of a stable channel.

NOTE: Applicants should reference the “Mitigation” section of the Wilmington District web site for more information regarding appropriate stream design. For projects located within the Coastal Plain ecoregion of North Carolina and within headwater areas across the state, use the specific guidance on coastal plain stream restoration.

4.5.2. Bank-full flows (or less) shall be accommodated through maintenance of the existing bank-full channel cross sectional area. Additional culverts at such crossings shall be allowed only to receive flows exceeding bank-full.

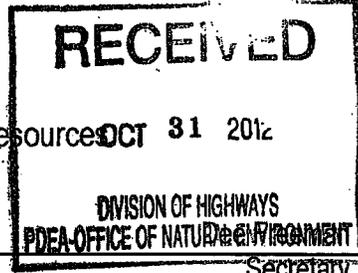


4.5.3. Where adjacent floodplain is available, flows exceeding bank-full should be accommodated by installing culverts at the floodplain elevation.

4.5.4. This NWP authorizes only upland to upland crossings and cannot be used in combination with Nationwide Permit 18 to create an upland within waters of the United States, including wetlands.

4.5.5. This NWP cannot be used for private projects located in tidal waters or tidal wetlands.

4.5.6. Excavation of existing stream channels shall be limited to the minimum necessary to construct or install the proposed culvert. The final width of the impacted streams at the culvert inlet and outlet should be no greater than the original stream width. A waiver from this condition may be requested in writing. The waiver will be issued if it can be demonstrated that it is not practicable to limit the final width of the culvert to that of the impacted stream at the culvert inlet and outlet and the proposed design would result in less impacts to the aquatic environment.



North Carolina Department of Environment and Natural Resources

Division of Water Quality

Charles Wakild, P.E.

Director

Beverly Eaves Perdue
Governor

DIVISION OF HIGHWAYS
PDEA-OFFICE OF NATURAL ENVIRONMENT
Secretary

October 31, 2012
Haywood County
DWQ Project 20120831V.2
TIP No.U-4412
NCSR 1184 (Howell Mill Road)

Approval of 401 Water Quality Certification with Additional Conditions-Modification

Dr. Gregory J. Thorpe, Ph.D., Manager
Project Development and Environmental Analysis Unit
North Carolina Department of Transportation
1598 Mail Service center Webster Road
Raleigh, North Carolina, 27699

Dear Dr. Thorpe:

You have our approval, in accordance with the conditions listed below, for the following impacts in Raccoon Creek, Richland Creek and in two (2) unnamed tributaries of Richland Creek for the purpose of widening Howell Mill Road from US Highway 276 to US Highway 23 Business, in Haywood County:

Stream Impacts in the French Broad River Basin

Site	Stream Relocation (linear ft)	Streambank Stabilization (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Temporary Impacts in Perennial Stream (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
Site 1*	100	0	30	59	189	0
Site 2	0	17	90	19	126	0
Site 3	0	7	19	17	43	0
Site 4	0	0	0	64	64	0
Total	100	24	139	159	422	0

Total Permanent Stream Impacts for Project: 263 lin. ft. Total Temporary Impacts: 159 linear ft.

Wetland Impacts in the French Broad River Basin (Riparian)

Site	Fill (ac)	Fill (temporary) (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Area under Bridge (ac)	Total Wetland Impact (ac)
Site 1	0.01	0	0	0	0.00	0	0.01
Site 2	0.02	0	0	0	<0.01	0	<0.03
Site 3	0.04	0	0	0	0.02	0	0.06
Total	0.07	0	0	0	<0.03	0	<0.10

Total Wetland Impact for Project: < 0.10 acres.

SURFACE WATER PROTECTION SECTION - ASHEVILLE REGIONAL OFFICE
Location: 2090 U.S. Highway 70, Swannanoa, North Carolina 28778
Phone: 828-296-4500 FAX: 828-299-7043
Internet: www.ncwaterquality.org
An Equal Opportunity \ Affirmative Action Employer



Dr. Gregory Thorpe, Ph.D.
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Page Two

* Site 1- The existing culvert is 230 linear feet. The new double barrel box culvert will be 185 linear feet. The new relocated channel will be 240 linear feet.

The project should be constructed in accordance with your application dated August 23, 2012 (received September 4, 2012) and additional information received September 24, 2012, October 9, 2012 and revised application received October 30, 2012, including the environmental commitments made in the application letter. After reviewing your application, we have decided that these impacts are covered by General Water Quality Certification No. 3886, corresponding to the U.S. Army Corps of Engineers Nationwide Permit Number 14. In addition, you should acquire any other federal, state or local permits before you proceed with your project including (but not limited to) Sediment and Erosion Control, Non-Discharge and Water Supply Watershed regulations.

This approval is valid solely for the purpose and design described in your application (unless modified below). Should your project change, you must notify the DWQ 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 conditions. If total wetland fills for this project (now or in the future) exceed one acre, or if total impacts to streams (now or in the future) exceed 150 linear feet, compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). *For this approval to be valid, you must follow the conditions listed in the attached certification and any additional conditions listed below.*

Condition(s) of Certification:

1. 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.
2. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification. If placement of sediment and erosion control devices in wetlands and waters is unavoidable, they shall be removed and the natural grade restored upon completion of the project.
3. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to protect surface waters standards:
 - a. The erosion and sediment control measures for the project must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Sediment and Erosion Control Planning and Design Manual*.
 - b. The design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal, or exceed, the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
 - c. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
 - d. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.
4. 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

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dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and down stream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by NCDWQ. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact NCDWQ for guidance on how to proceed and to determine whether or not a permit modification will be required.

5. This project has the potential to impact trout waters or other aquatic species of concern. No construction activities shall begin until the NCWRC makes a determination regarding moratoria. Should the NCWRC determine that a moratorium is applicable, then the requirements of any moratorium shall be a condition of this 401 Certification. If NCDOT does not wish to honor the moratorium, then a written modification shall be requested.
6. NCDOT shall place no access fencing at the end of the mitigation site on Raccoon Creek to prevent damage to the mitigation site.
7. 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.
8. 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.
9. 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 stream bank stability. Any applicable riparian buffer impact for access to stream channel shall be temporary and be revegetated with native riparian species.
10. Strict adherence to the most recent version of NCDOT's Best Management Practices for Bridge Demolition and Removal approved by the US Army Corps of Engineers is a condition of the 401 Water Quality Certification.
11. The post-construction removal of any temporary bridge structures must return the project site to its preconstruction contours and elevations. The impacted areas shall be revegetated with appropriate native species.
12. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. Please refer to the most current version of *Stormwater Best Management Practices*.
13. Bridge piles and bents shall be constructed using driven piles (hammer or vibratory) or drilled shaft construction methods. More specifically, jetting or other methods of pile driving are prohibited without prior written approval from NCDWQ first.
14. No drill slurry or water that has been in contact with uncured concrete shall be allowed to enter surface waters. This water shall be captured, treated, and disposed of properly.
15. All pile driving or drilling activities shall be enclosed in turbidity curtains unless otherwise approved by NCDWQ in this certification.
16. All bridge construction shall be performed from the existing bridge, temporary work bridges, temporary causeways, or floating or sunken barges. If work conditions require barges, they shall be floated into position and then sunk. The barges shall not be sunk and then dragged into position. Under no circumstances should barges be dragged along the bottom of the surface water.
17. 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.
18. Native riparian vegetation (e.g. rhododendron, dog hobble, willows, alders, sycamores, dogwoods, black walnut and red maple) must be reestablished within the construction limits of the project by the end of the growing season following completion of construction.
19. 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.
20. Rip-rap shall not be placed in the active thalweg channel or placed in the streambed in a manner that precludes aquatic life passage. Bioengineering boulders or structures should be properly designed, sized and installed.

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 October 31, 2012
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21. Heavy equipment shall be operated from the banks rather than in the stream channels in order to minimize sedimentation and reduce the introduction of other pollutants into the stream.
22. 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.
- * 23. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval.
24. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited.
25. 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.
26. No rock, sand or other materials shall be dredged from the stream channel, except where authorized by this certification.
27. 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.
28. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification.
29. 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.
30. 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.
31. 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 NCDWQ 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, NCDWQ may reevaluate and modify this certification.
32. 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.
33. The Permittee shall report any violations of this certification to the Division of Water Quality within 24-hours of discovery.
- * 34. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer shall complete and return the enclosed "Certification of Completion Form" to notify NCDWQ when all work included in the §401 Certification has been completed.

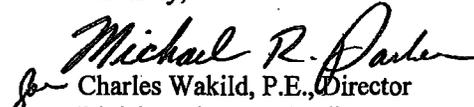
Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. This Certification shall become null and void unless the above conditions are made conditions of the Federal 404 and/or Coastal Area Management Act Permit. This Certification shall expire upon the expiration of the 404 or CAMA permit.

If this Certification is unacceptable to you have the right to an adjudicatory hearing upon written request within sixty (60) days following receipt of this Certification. This request must be in the form of a written petition conforming to Chapter 150B of the North Carolina General Statutes and filed with the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, N.C. 27699-6714. If modifications are made to an original Certification, you have the right to an adjudicatory hearing on the modifications upon written request within sixty (60) days following receipt of the Certification. Unless such demands are made, this Certification shall be final and binding.

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October 31, 2012
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This letter completes the review of the Division of Water Quality under Section 401 of the Clean Water Act. If you have any questions, please telephone Mr. Mike Parker of the Asheville Regional Office at 828.296.4500.

Sincerely,


for Charles Wakild, P.E., Director
Division of Water Quality

Attachments

cc: Lori Beckwith, USACE, Asheville Field Office
Mark Davis, Division 14, DEO
Ed Ingle, Roadside Environmental
Marla Chambers, NCWRC
Transportation Permitting Unit
Asheville Regional Office

Water Quality Certification No. 3886

GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE FOR U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBER 14 (LINEAR TRANSPORTATION PROJECTS) AND REGIONAL GENERAL PERMIT 198200031 (WORK ASSOCIATED WITH BRIDGE CONSTRUCTION, MAINTENANCE OR REPAIR CONDUCTED BY NCDOT OR OTHER GOVERNMENT AGENCIES) AND RIPARIAN AREA PROTECTION RULES (BUFFER RULES)

Water Quality Certification Number 3886 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 Quality (DWQ) Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to waters and adjacent wetland areas or to wetland areas that are not a part of the surface tributary system to interstate waters or navigable waters of the United States (as described in 33 CFR 330 Appendix A (B) (14) of the Corps of Engineers regulations (Nationwide Permit No. 14 and Regional General Permit 198200031) and for the Riparian Area Protection Rules (Buffer Rules) in 15A NCAC 02B .0200.

The State of North Carolina certifies that the specified category of activity will not violate applicable portions of Sections 301, 302, 303, 306 and 307 of the Public Laws 92-500 and 95-217 if conducted in accordance with the conditions hereinafter set forth.

- * Any proposed fill or modification of wetlands and/or waters, including streams, under this General Certification requires application to, and written approval from the Division of Water Quality except for the single family lot exemption described below.

Activities meeting any one (1) of the following thresholds or circumstances require written approval for a 401 Water Quality Certification from the Division of Water Quality (the "Division"):

- a) Any temporary or permanent impacts to wetlands, open waters and/or streams, including stream relocations, except for construction of a driveway to a single family lot as long as the driveway involves *less than 25 feet* of temporary and/or permanent stream channel impacts, including any in-stream stabilization needed for the crossing; or
 - b) Any impact associated with a high density project (as defined in Item (A)(iv) of the **401 Stormwater Requirements**) that is not subject to either a state stormwater program (such as, but not limited to, Coastal Counties, HQW, ORW or state-implemented Phase II NPDES) or a certified community's stormwater program; or
 - c) Any impact associated with a Notice of Violation or an enforcement action for violation(s) of DWQ Wetland Rules (15A NCAC 02H .0500), Isolated Wetland Rules (15A NCAC 02H .1300), DWQ Surface Water or Wetland Standards, or Riparian Buffer Rules (15A NCAC 02B .0200); or
 - * d) Any impacts to streams and/or buffers in the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman, Jordan or Goose Creek Watersheds (or any other basin or watershed with Riparian Area Protection Rules [Buffer Rules] in effect at the time of application) *unless* the activities are listed as "EXEMPT" from these rules or a Buffer Authorization Certificate is issued through N.C. Division of Coastal Management (DCM) delegation for "ALLOWABLE" activities.
- * In accordance with North Carolina General Statute 143-215.3D(e), written approval for a 401 Water Quality General Certification must include the appropriate fee. If a project also requires a CAMA Permit, then one payment to both agencies shall be submitted and will be the higher of the two fees.

Activities included in this General Certification that do not meet one of the thresholds listed above do not require written approval from the Division as long as they comply with

Water Quality Certification No. 3886

the Conditions of Certification listed below. If any of these Conditions cannot be met, then written approval from the Division is required.

Conditions of Certification:

1. No Impacts Beyond those Authorized in the Written Approval or Beyond the Threshold of Use of this Certification

No waste, spoil, solids, or fill of any kind shall occur in wetlands, waters, or riparian areas beyond the footprint of the impacts depicted in the Pre-Construction Notification, as authorized in the written approval from the Division or beyond the thresholds established for use of this Certification without written authorization, including incidental impacts. All construction activities, including the design, installation, operation, and maintenance of sediment and erosion control Best Management Practices shall be performed so that no violations of state water quality standards, statutes, or rules occur. Approved plans and specifications for this project are incorporated by reference and are enforceable parts of this permit.

2. Standard Erosion and Sediment Control Practices

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 and if applicable, comply with the specific conditions and requirements of the NPDES Construction Stormwater Permit issued to the site:

- a. 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.
- b. 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*.
- c. Reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.
- d. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.
- e. If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality (HQW), or Outstanding Resource (ORW) waters, then the sedimentation and erosion control designs must comply with the requirements set forth in 15A NCAC 04B .0124, *Design Standards in Sensitive Watersheds*.

Water Quality Certification No. 3886

3. No Sediment and Erosion Control Measures in Wetlands or Waters

Sediment and erosion control measures shall not be placed in wetlands or waters. Exceptions to this condition require application submittal to and written approval by the Division. If placement of sediment and erosion control devices in wetlands and waters is unavoidable, then design and placement of temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands, stream beds, or banks, adjacent to or upstream and downstream of the above structures. All sediment and erosion control devices shall be removed and the natural grade restored within two (2) months of the date that the Division of Land Resources (DLR) or locally delegated program has released the specific area within the project.

4. Construction Stormwater Permit NCG010000

An NPDES Construction Stormwater Permit is required for construction projects that disturb one (1) or more acres of land. This Permit allows stormwater to be discharged during land disturbing construction activities as stipulated in the conditions of the permit. If your project is covered by this permit, full compliance with permit conditions including the erosion & sedimentation control plan, inspections and maintenance, self-monitoring, record keeping and reporting requirements is required. A copy of the general permit (NCG010000), inspection log sheets, and other information may be found at <http://portal.ncdenr.org/web/wq/ws/su/npdessw#tab-w>.

The North Carolina Department of Transportation (NCDOT) shall be required to be in full compliance with the conditions related to construction activities within the most recent version of their individual NPDES (NCS000250) stormwater permit.

5. Construction Moratoriums and Coordination

If activities must occur during periods of high biological activity (i.e. sea turtle nesting, fish spawning, or bird nesting), then biological monitoring may be required at the request of other state or federal agencies and coordinated with these activities.

All moratoriums on construction activities established by the NC Wildlife Resources Commission (WRC), US Fish and Wildlife Service (USFWS), NC Division of Marine Fisheries (DMF), or National Marine Fisheries Service (NMFS) to lessen impacts on trout, anadromous fish, larval/post-larval fishes and crustaceans, or other aquatic species of concern shall be implemented. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium.

Work within the twenty-five (25) designated trout counties or identified state or federal endangered or threatened species habitat shall be coordinated with the appropriate WRC, USFWS, NMFS, and/or DMF personnel.

6. Work in the Dry

All work in or adjacent to stream waters shall be conducted so that the flowing stream does not come in contact with the disturbed area. Approved best management practices from the most current version of the NC Sediment and Erosion Control Manual, or the NC DOT Construction and Maintenance Activities Manual, such as sandbags, rock berms, cofferdams, and other diversion structures shall be used to minimize excavation in flowing water. Exceptions to this condition require application submittal to and written approval by the Division.

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7. Riparian Area Protection (Buffer) Rules

Activities located in the protected riparian areas (whether jurisdictional wetlands or not), within the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman, Jordan, or Goose Creek Watersheds (or any other basin or watershed with buffer rules) shall be limited to "uses" identified within and constructed in accordance with 15A NCAC 02B .0233, .0259, .0243, .0250, .0267 and .0605, and shall be located, designed, constructed, and maintained to have minimal disturbance to protect water quality to the maximum extent practicable through the use of best management practices. All buffer rule requirements, including diffuse flow requirements, must be met.

- 8. If concrete is used during the construction, then all necessary measures shall be taken to prevent direct contact between uncured or curing concrete and waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to waters of the state due to the potential for elevated pH and possible aquatic life/ fish kills.
- 9. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. Please refer to the most current version of *Stormwater Best Management Practices*. Exceptions to this condition require written approval by the Division.

10. Compensatory Mitigation

In accordance with 15A NCAC 02H .0506 (h), compensatory mitigation may be required for losses of equal to or greater than 150 linear feet of streams (intermittent and perennial) and/or equal to or greater than one (1) acre of wetlands. For linear public transportation projects, impacts equal to or exceeding 150 linear feet per stream shall require mitigation.

Buffer mitigation may be required for any project with Buffer Rules in effect at the time of application for activities classified as "Allowable with Mitigation" or "Prohibited" within the Table of Uses.

A determination of buffer, wetland, and stream mitigation requirements shall be made for any General Water Quality Certification for this Nationwide and/or Regional General Permit. Design and monitoring protocols shall follow the US Army Corps of Engineers Wilmington District *Stream Mitigation Guidelines* (April 2003) or its subsequent updates. Compensatory mitigation plans shall be submitted to the Division for written approval as required in those protocols. The mitigation plan must be implemented and/or constructed before any impacts occur on site. Alternatively, the Division will accept payment into an in-lieu fee program or a mitigation bank. In these cases, proof of payment shall be provided to the Division before any impacts occur on site.

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11. Relocated stream designs should include the same dimensions, patterns, and profiles as the existing channel (or a stable reference reach if the existing channel is unstable), to the maximum extent practical. The new channel should be constructed in the dry and water shall not be turned into the new channel until the banks are stabilized. Vegetation used for bank stabilization shall be limited to native woody species, and should include establishment of a 30-foot wide wooded and an adjacent 20-foot wide vegetated buffer on both sides of the relocated channel to the maximum extent practical. A transitional phase incorporating appropriate erosion control matting materials and seedling establishment is allowable, however matting that incorporates plastic mesh and/or plastic twine shall not be used in wetlands, riparian buffers or floodplains as recommended by the North Carolina Sediment and Erosion Control Manual. Rip-rap, A-Jacks, concrete, gabions or other hard structures may be allowed if it is necessary to maintain the physical integrity of the stream; however, the applicant must provide written justification and any calculations used to determine the extent of rip-rap coverage. Please note that if the stream relocation is conducted as a stream restoration as defined in the US Army Corps of Engineers Wilmington District, April 2003 *Stream Mitigation Guidelines* (or its subsequent updates), the restored length may be used as compensatory mitigation for the impacts resulting from the relocation.

12. Stormwater Management Plan Requirements

All applications shall address stormwater management throughout the entire project area per the 401 Stormwater Requirements, referenced herein as "**Attachment A**" at the end of this Certification.

13. Placement of Culverts and Other Structures in Waters and Wetlands

Culverts required for this project shall be designed and installed in such a manner that the original stream profiles are not altered and allow for aquatic life movement during low flows. Existing stream dimensions (including the cross section dimensions, pattern, and longitudinal profile) must be maintained above and below locations of each culvert.

Placement of culverts and other structures in waters and streams must be 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 or equal to 48 inches, to allow low flow passage of water and aquatic life.

When topographic constraints indicate culvert slopes of greater than 5%, culvert burial is not required, provided that all alternative options for flattening the slope have been investigated and aquatic life movement/ connectivity has been provided when possible (rock ladders, crossvanes, etc). Notification to the Division including supporting documentation to include a location map of the culvert, culvert profile drawings, and slope calculations shall be provided to the Division 60 days prior to the installation of the culvert.

When bedrock is present in culvert locations, culvert burial is not required provided that there is sufficient documentation of the presence of bedrock. Notification to the Division including supporting documentation such as, but not limited to, a location map of the culvert, geotechnical reports, photographs, etc shall be provided to the Division a minimum of 60 days prior to the installation of the culvert. If bedrock is discovered during construction, then the Division shall be notified by phone or email within 24 hours of discovery.

If other site-specific topographic constraints preclude the ability to bury the culverts as described above and/or it can be demonstrated that burying the culvert would result in destabilization of the channel, then exceptions to this condition require application submittal to, and written approval by, the Division of Water Quality, regardless of the total impacts to streams or wetlands from the project.

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Installation of culverts in wetlands must ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. Additionally, when roadways, causeways, or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges must be provided to maintain the natural hydrology of the system as well as prevent constriction of the floodway that may result in destabilization of streams or wetlands.

The establishment of native, woody vegetation and other soft stream bank stabilization techniques must be used where practicable instead of riprap or other bank hardening methods.

14. All temporary fill and culverts shall be removed and the impacted area returned to natural conditions within 60 days of the determination that the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross sectional dimensions, plan form pattern, and longitudinal bed and bed profile, and the various sites shall be stabilized with natural woody vegetation (except for the approved maintenance areas) and restored to prevent erosion.
15. All temporary pipes/ culverts/ riprap pads etc, shall be installed in all streams as outlined in the most recent edition of the *North Carolina Sediment and Erosion Control Planning and Design Manual* or the *North Carolina Surface Mining Manual* so as not to restrict stream flow or cause dis-equilibrium during use of this General Certification.
16. Any riprap required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the area directly impacted by the approved construction activity. All rip-rap shall be buried and/or "keyed in" such that the original stream elevation and streambank contours are restored and maintained. Placement of rip-rap or other approved materials shall not result in de-stabilization of the stream bed or banks upstream or downstream of the area.
17. Any rip-rap used for stream stabilization shall be of a size and density so as not to be able to be carried off by wave, current action, or stream flows and consist of clean rock or masonry material free of debris or toxic pollutants. Rip-rap shall not be installed in the streambed except in specific areas required for velocity control and to ensure structural integrity of bank stabilization measures.
18. A one-time application of fertilizer to re-establish vegetation is allowed in disturbed areas including riparian buffers, but is restricted to no closer than 10 feet from top of bank of streams. Any fertilizer application must comply with all other Federal, State and Local regulations.
19. If this Water Quality Certification is used to access building sites, then all lots owned by the applicant must be buildable without additional impacts to streams or wetlands. The applicant is required to provide evidence that the lots are buildable without requiring additional impacts to wetlands, waters, or buffers if required to do so in writing by the Division. For road construction purposes, this Certification shall only be utilized from natural high ground to natural high ground.
20. Deed notifications or similar mechanisms shall be placed on all retained jurisdictional wetlands, waters, and protective buffers within the project boundaries in order to assure compliance for future wetland, water, and buffer impact. These mechanisms shall be put in place at the time of recording of the property or of individual lots, whichever is appropriate. A sample deed notification can be downloaded from the 401/Wetlands Unit web site at <http://portal.ncdenr.org/web/wq/swp/ws/401/certsandpermits/apply/forms>. The text of the sample deed notification may be modified as appropriate to suit to a specific project. Documentation of deed notifications shall be provided to the Division upon request.

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- * 21. If an environmental document is required under the National or State Environmental Policy Act (NEPA or SEPA), then this General Certification is not valid until a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is issued by the State Clearinghouse.
- 22. In the twenty (20) coastal counties, the appropriate DWQ Regional Office must be contacted to determine if Coastal Stormwater Regulations will be required.
- 23. This General Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals.
- 24. The applicant/permittee and their authorized agents shall conduct all 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 Division determines that such standards or laws are not being met, including 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, then the Division may reevaluate and modify this General Water Quality Certification.
- * 25. When written authorization is required for use of this certification, upon completion of all permitted impacts included within the approval and any subsequent modifications, the applicant shall be required to return the certificate of completion attached to the approval. One copy of the certificate shall be sent to the DWQ Central Office in Raleigh at 1650 Mail Service Center, Raleigh, NC, 27699-1650.
- 26. Additional site-specific conditions, including monitoring and/or modeling requirements, may be added to the written approval letter for projects proposed under this Water Quality Certification in order to ensure compliance with all applicable water quality and effluent standards.
- 27. This certification grants permission to the director, an authorized representative of the Director, or DENR staff, upon the presentation of proper credentials, to enter the property during normal business hours.

This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide and/or Regional General Permit. The conditions in effect on the date of issuance of Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration date of this Certification.

Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of this General Certification for the project and may also result in criminal and/or civil penalties.

The Director of the North Carolina Division of Water Quality may require submission of a formal application for Individual Certification for any project in this category of activity if it is determined that the project is likely to have a significant adverse effect upon water quality, including state or federally listed endangered or threatened aquatic species, or degrade the waters so that existing uses of the wetland or downstream waters are precluded.

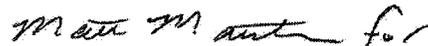
Water Quality Certification No. 3886

Public hearings may be held for specific applications or group of applications prior to a Certification decision if deemed in the public's best interest by the Director of the North Carolina Division of Water Quality.

Effective date: March 19, 2012

DIVISION OF WATER QUALITY

By



Charles Wakild, P.E.

Director

History Note: Water Quality Certification (WQC) Number 3886 issued March 12, 2012 replaces WQC Number 3820 issued April 6, 2010; WQC Number 3627 issued March 2007; WQC Number 3404 issued March 2003; WQC Number 3375 issued March 18, 2002; WQC Number 3289 issued June 1, 2000; WQC Number 3103 issued February 11, 1997; WQC Number 2732 issued May 1, 1992; WQC Number 2666 issued January 21, 1992; WQC Number 2177 issued November 5, 1987. This WQC is rescinded when the Corps of Engineers reauthorizes any of the corresponding Nationwide and/or Regional General Permits or when deemed appropriate by the Director of the Division of Water Quality.

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Attachment A: 401 Stormwater Requirements

The requirements listed below shall be implemented in order to comply with Condition 12 of this General Certification. For the North Carolina Department of Transportation, compliance with NCDOT's Individual NPDES permit NCS000250 shall serve to satisfy the 401 and Isolated Wetland Stormwater Requirements.¹

- A. **Design and Implementation Requirements.** All projects, regardless of project area, amount of built-upon area or amount of jurisdictional impact, shall meet the following stormwater design requirements:
- i. **Non-Erosive Discharge to Streams and Wetlands.** Stormwater conveyances that discharge to streams and wetlands must discharge at a non-erosive velocity prior to entering the stream or wetland during the peak flow from the ten-year storm.²
 - ii. **Vegetated Setbacks.** A 30-foot wide vegetated setback must be maintained adjacent to streams, rivers and tidal waters in areas that are not subject to a state Riparian Area Protection Rule or other more stringent vegetated setback requirements. The width of the setback shall be measured horizontally from the normal pool elevation of impounded structures, the top-of-bank of streams and rivers, and the mean high waterline of tidal waters, perpendicular to shoreline. Vegetated setback and filters required by state rules or local governments may be met concurrently with this requirement and may contain coastal, isolated or 404 jurisdictional wetlands. Non-jurisdictional portions of the vegetated setback may be cleared and graded, but must be planted with and maintained in grass or other vegetative or plant material.³
 - iii. **Construction and Operation.** The stormwater management plan must be constructed and operational before any permanent building or other structure is occupied or utilized at the site. The stormwater management plan, including drainage patterns, must be maintained in perpetuity.⁴
 - iv. **Coordination with Other Stormwater Programs.** Projects that are subject to another Division of Water Quality (DWQ) stormwater program, including (but not limited to) the 20 Coastal Counties, HQW, ORW or state-implemented Phase II NPDES, or a Certified Community's stormwater management program, must be constructed and maintained in compliance with the approved stormwater management plan.⁵
 - v. **Stormwater Design Requirements for Projects Not Covered Under Item (iv).** Projects that are not subject to another DWQ stormwater program or a Certified Community's stormwater program shall meet all of the following requirements:
 - a. **Low Density.** A site is low density if all the following requirements are met:
 - 1. The development has a built upon area of twenty-four percent (24%) or less, considering both current and future development. When determining the amount of built upon area, coastal wetlands shall be included; however, ponds, lakes and rivers as specified in North Carolina's Schedule of Classifications shall be excluded. If a portion of project has a density greater than 24%, the higher density area must be located in an upland area and away from surface waters and drainageways to the maximum extent practicable.⁶
 - 2. All stormwater runoff from the built upon areas is transported primarily via vegetated conveyances designed in accordance with the most recent version of the *NC DWQ Stormwater Best Management Practices Manual*. Alternative designs may be approved if the applicant can show that the design provides

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equal or better water quality protection than the practices specified in the manual. The project must not include a stormwater collection system (such as piped conveyances) as defined in 15A NCAC 02B .0202(60).⁷

- b. **High Density.** Projects that do not meet the Low Density requirements shall meet the following requirements:
1. Stormwater runoff from the entire site must be treated by structural stormwater controls (BMPs) that are designed to remove eighty-five percent (85%) of the average annual amount of Total Suspended Solids (TSS). Stormwater runoff that drains directly to Nutrient Sensitive Waters (NSW) must also be treated to remove thirty percent (30%) of Total Nitrogen (TN) and Total Phosphorus (TP).⁸
 2. All BMPs must be designed in accordance with the version of the *NC DWQ Stormwater Best Management Practices Manual* that is in place on the date of stormwater management plan submittal. Alternative designs may be approved if the applicant can show that the design provides equal or better water quality protection than the practices specified in the manual.⁹
 3. DWQ may add specific stormwater management requirements on a case-by-case basis in order to ensure that a proposed activity will not violate water quality standards.¹⁰
 4. DWQ may approve Low Impact Developments (LIDs) that meet the guidance set forth in the *Low Impact Development: A Guidebook for North Carolina*.¹¹
 5. Proposed new development undertaken by a local government solely as a public road project shall follow the requirements of the NC DOT BMP Toolbox rather than Items (1)-(4) above.¹²

B. **Submittal Requirements.** The submittal requirements listed below apply only to projects that require written authorization as indicated in the applicable General Certification as well as projects that require an Isolated Wetlands Permit. **Any required documentation shall be sent to the Wetlands, Buffers and Stormwater Compliance and Permitting Unit at 1650 Mail Service Center, Raleigh, NC 27699-1650.**

- i. **Projects that are Subject to Another DWQ Stormwater Program:** If the project is subject to another DWQ stormwater program, such as the 20 Coastal Counties, HQW, ORW or state-implemented Phase II NPDES, then the applicant shall submit a copy of the stormwater approval letter before any impacts occur on site.¹³
- ii. **Projects that are Subject to a Certified Community's Stormwater Program.** If the project is subject to a certified local government's stormwater program, then the applicant shall submit one set of approved stormwater management plan details and calculations with documentation of the local government's approval before any impacts occur on site.⁵
- iii. **Projects Not Covered Under Items (i) or (ii).** If the project is not subject to another DWQ Stormwater Program or a Certified Community's stormwater program, then it shall be reviewed and approved by the DWQ through the Water Quality Certification authorization process.
 - a. **Low Density.** For low density projects, the applicant shall submit two copies of the DWQ Low Density Supplement Form with all required items.¹³

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- b. **High Density.** For high density projects, the applicant shall submit two copies of a DWQ BMP Supplement Form and all required items at the specified scales for each BMP that is proposed.¹³

- iv. **Phasing.** Stormwater management plans may be phased on a case-by-case basis, with the submittal of a final stormwater management plan per Items (i)-(iii) above required for the current phase and a conceptual stormwater management plan for the future phase(s). The stormwater management plan for each future phase must be approved by the appropriate entity before construction of that phase is commenced. The approved stormwater management plan for each future phase must be constructed and operational before any permanent building or other structure associated with that phase is occupied.¹⁴

- v. **Stormwater Management Plan Modifications.** The stormwater management plan may not be modified without prior written authorization from the entity that approved the plan. If the project is within a Certified Community, then the applicant shall submit one set of approved stormwater management plan details and calculations with documentation of the local government's approval for record-keeping purposes. If the project is subject to DWQ review, then the applicant shall submit two copies of the appropriate Supplement Forms per Item (iii) above for any BMPs that have been modified for DWQ's review and approval.¹⁵

¹ The stormwater requirement for 401 applications is codified in 15A NCAC 02H .0506(b)(5) and (c)(5).

² Non erosive discharge rates are required in SL 2008-211§2(b)(1). The 10-year design storm standard is codified in 15A NCAC 02H .1008(f)(2) and .1008(g)(1).

³ 30-foot vegetated setbacks are required in SL 2006-246§9(d), SL 2008-211§2(b), 15A NCAC 02H .1006(2)(c) and .1007(1)(a).

⁴ Construction and maintenance of the stormwater plan is necessary to satisfy 15A NCAC 02H .0506(b)(5).

⁵ Conveys application procedure to streamline the permitting process and reduce any unnecessary duplication in the review of stormwater management plans.

⁶ Low density built upon area thresholds are set in SL 2006-246§9(c) and SL 2008-211§2(b).

⁷ The requirement for low density development to use vegetated conveyances is codified in SL 2006-246§9(c), SL 2008-211§2(b), 15A NCAC 02H .1006(2)(b) and .1007(1)(a). The Stormwater BMP Manual is also referenced in 15A NCAC 02B .0265(3)(a) and .0277(4)(e).

⁸ 85% TSS removal is required in SL 2006-246§9(d), SL 2008-211§2(b), 15A NCAC 02H .1006(2)(c), 15A NCAC 02H .1007(1)(a). The 30% TN and TP removal requirements for NSW waters are set forth in 15A NCAC 02B .0232, 15A NCAC 02B .0257(a)(1), 15A NCAC 02B .0265(3)(a) and 15A NCAC 02B .0277(4).

⁹ The Stormwater BMP Manual is also referenced in 15A NCAC 02B .0265(3)(a) and .0277(4)(e).

¹⁰ The requirement for DWQ to ensure that water quality standards are protected before issuing a 401 certification is codified in 15A NCAC 02H .0506.

¹¹ The LID Toolbox is also referenced in 15A NCAC 02B .0277(4)(g).

¹² The term "public road project" is defined in 15A NCAC 02B .0265(3)(a).

¹³ Conveys application procedure to streamline the permitting process.

¹⁴ Phased development is addressed as a "common plan of development" in 15A NCAC 02H .1003(3).

¹⁵ Procedures for modifying stormwater plans are set forth in 15A NCAC 02H .1011.

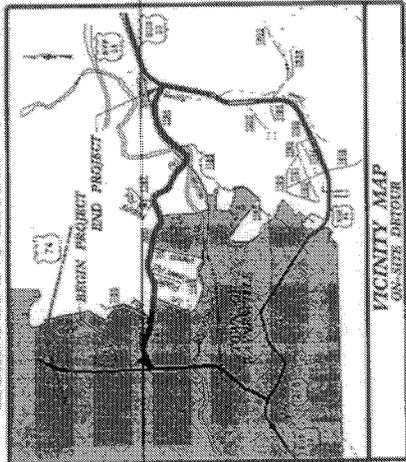
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

HAYWOOD COUNTY

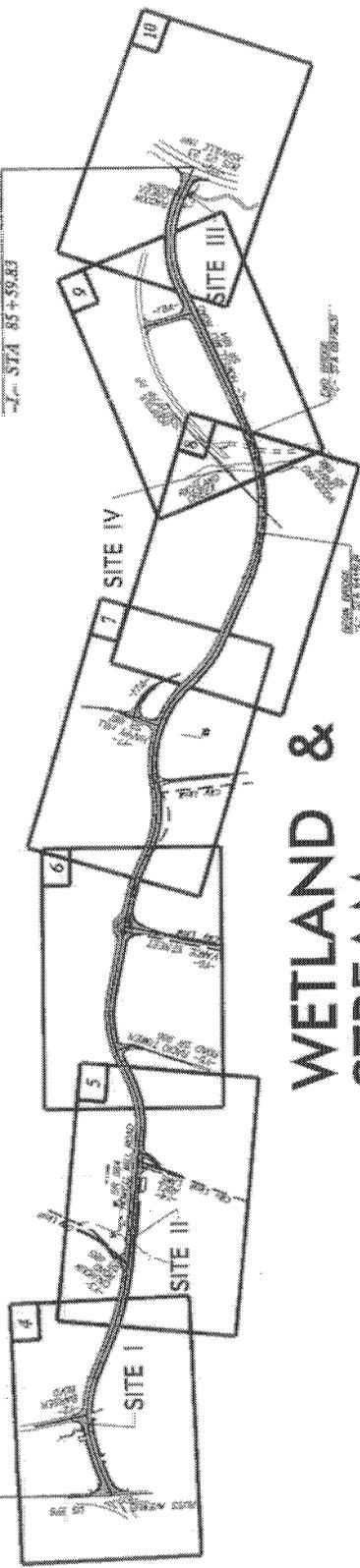
LOCATION: WAYNESVILLE - SR 1184 (HOWELL MILL ROAD)
FROM US 276 (RUSS AVENUE) TO
US 23 BUSINESS (ASHEVILLE HWY)
TYPE OF WORK: GRADING, DRAINAGE, PAVING,
CULVERT AND STRUCTURE

Revised Permit Drawings
October 2012
Sheet 1 of 22

NO.:	1
DATE:	10/1/12
PROJECT NO.:	U-4412
DESIGNER:	33023.11
CHECKER:	35027.21
SCALE:	AS SHOWN

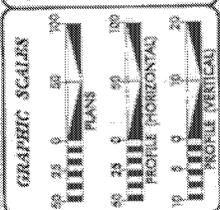


VICINITY MAP
ON-SITE DETOUR
BEGIN TIP PROJECT U-4412
-L- STA 10+00.00



**WETLAND &
STREAM
IMPACTS**

NOTE:
1. CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD III.
2. A PORTION OF THE PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN OF WAYNESVILLE.



DESIGN DATA

ADT 2012	= 6334
ADT 2032	= 9287
DHY	= 10 %
D	= 55 %
T	= 5 %
V	= 40 MPH
FUNC. CLASS.	= URBAN
COLLECTOR	=
* TYP 2%	DUAL 3%

PROJECT LENGTH

LENGTH OF ROADWAY TIP PROJECT U-4412	= 1.331 MI
LENGTH OF STRUCTURE TIP PROJECT U-4412	= 0.101 MI
TOTAL LENGTH OF TIP PROJECT U-4412	= 1.432 MI

APPROVED BY THE STAFF OF
DIVISION OF HIGHWAYS
2008 Block Ridge Dr., Raleigh, NC 27617

DESIGNER	ANTHONY C. WEST REGISTERED ENGINEER
PROJECT MANAGER	ANTHONY C. WEST REGISTERED ENGINEER
LETTING DATE	JANUARY 18, 2013
RIGHT OF WAY DATE	OCTOBER 13, 2010
PROJECT ENGINEER	ANTHONY C. WEST REGISTERED ENGINEER
REGISTERED ENGINEER	ANTHONY C. WEST REGISTERED ENGINEER

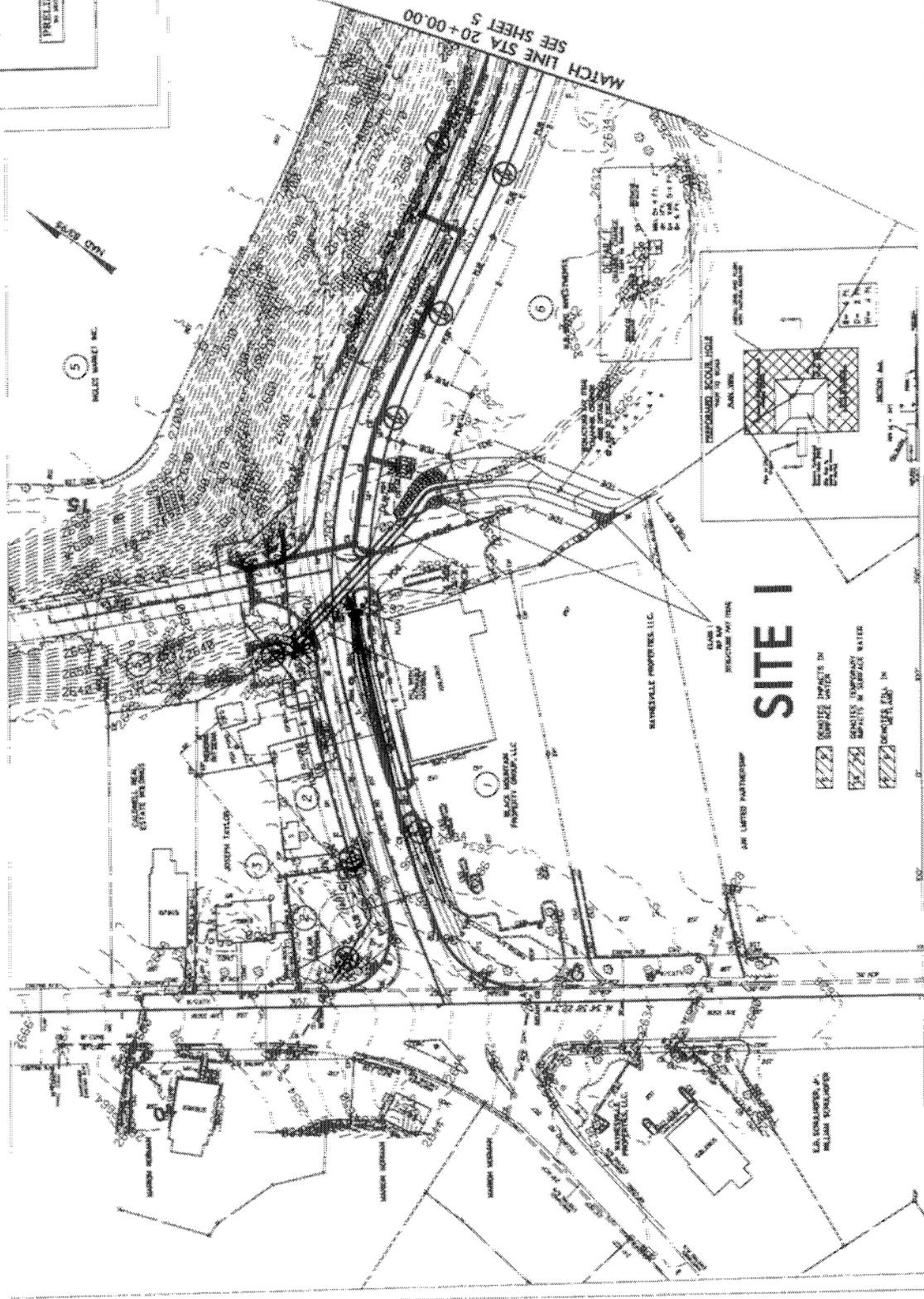
PRELIMINARY PLANS
NO. 102 FOR THE YEAR 2012

DIVISION OF HIGHWAYS
STATE OF NORTH CAROLINA

TIP PROJECT: U-4412

CONTRACT:

PROJECT NUMBER: 11-1413	SHEET NO. 4
DATE: 11/11/11	PROJECT: 11-1413
DESIGNED BY: [Name]	CHECKED BY: [Name]
PRELIMINARY PLANS NO. 1001 11/11/11	



FOR 4" PROFILE, SEE SHEET 11
 FOR 24" PROFILE, SEE SHEET 15
 FOR CULVERT DESIGN, SEE SHEETS C-1 TO C-5

FOR 4" PROFILE, SEE SHEET 11
 FOR 24" PROFILE, SEE SHEET 15
 FOR CULVERT DESIGN, SEE SHEETS C-1 TO C-5

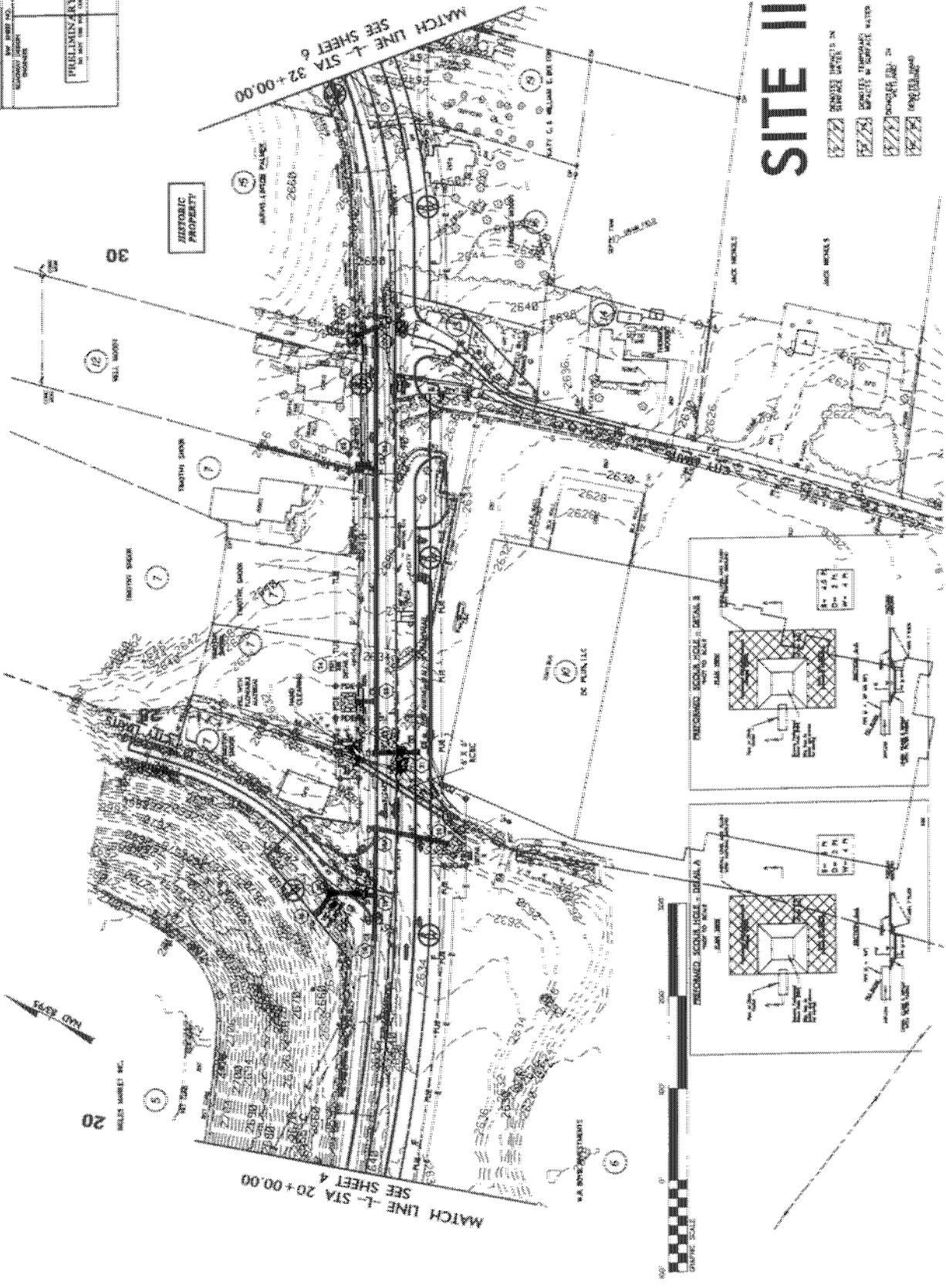
11/11/11

ENCLOSURE

PROPOSED CONSTRUCTION

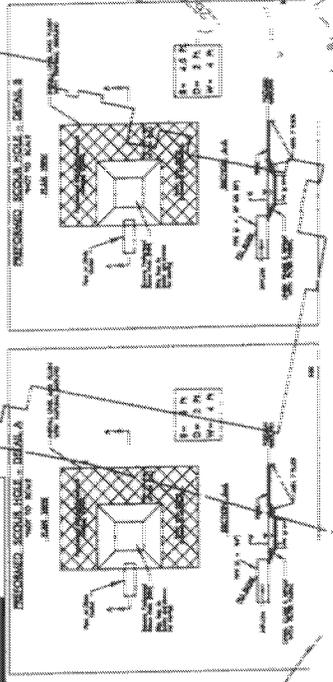
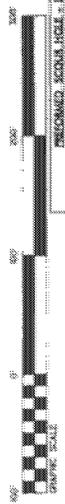
PROJECT NUMBER NO.	14-417
DATE	5/1/12
BY	W. J. ...
CHECKED BY	...
DESIGNED BY	...
APPROVED BY	...

PRELIMINARY PLANS
 FOR THE ...
 CONSTRUCTION

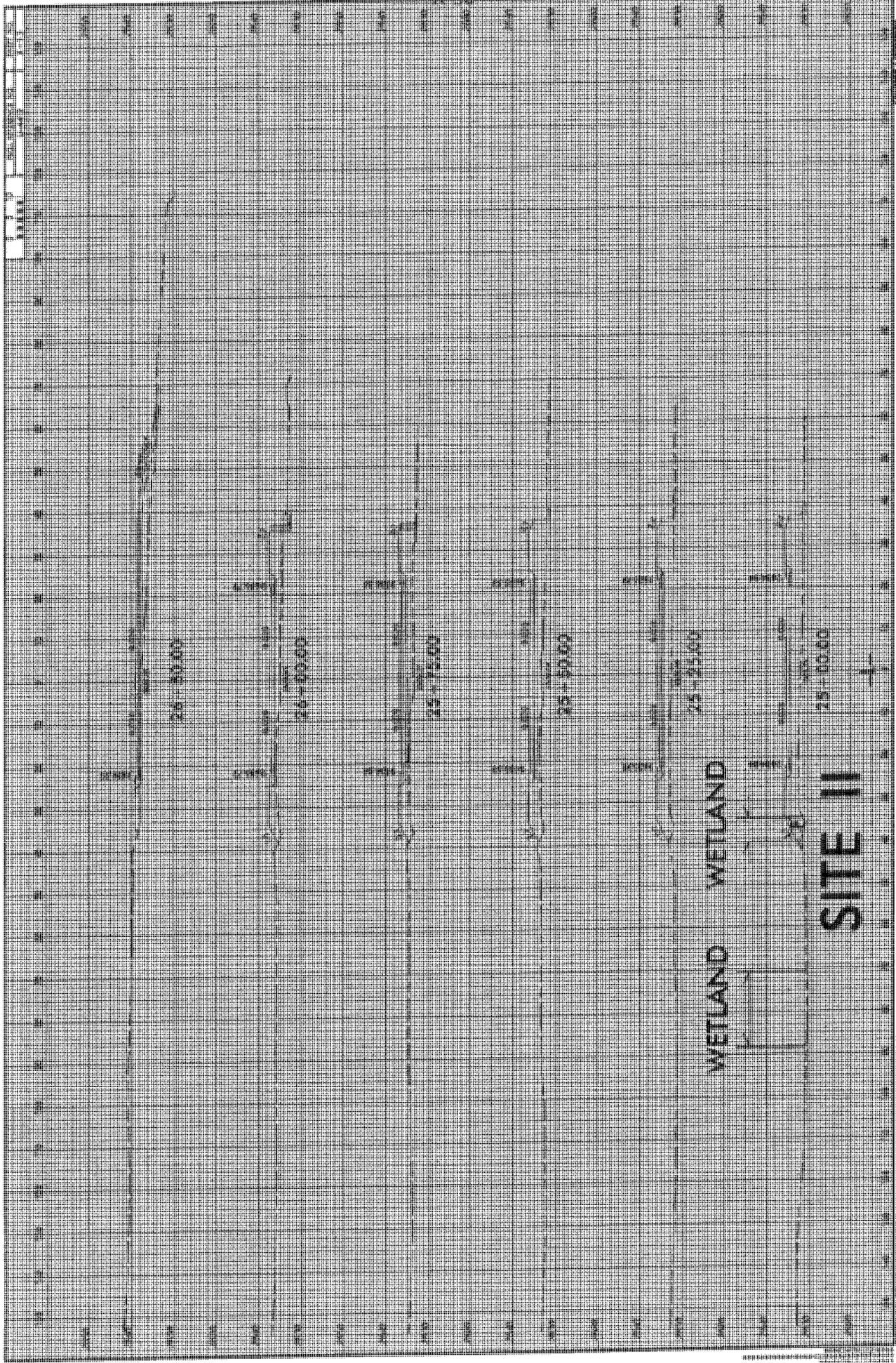


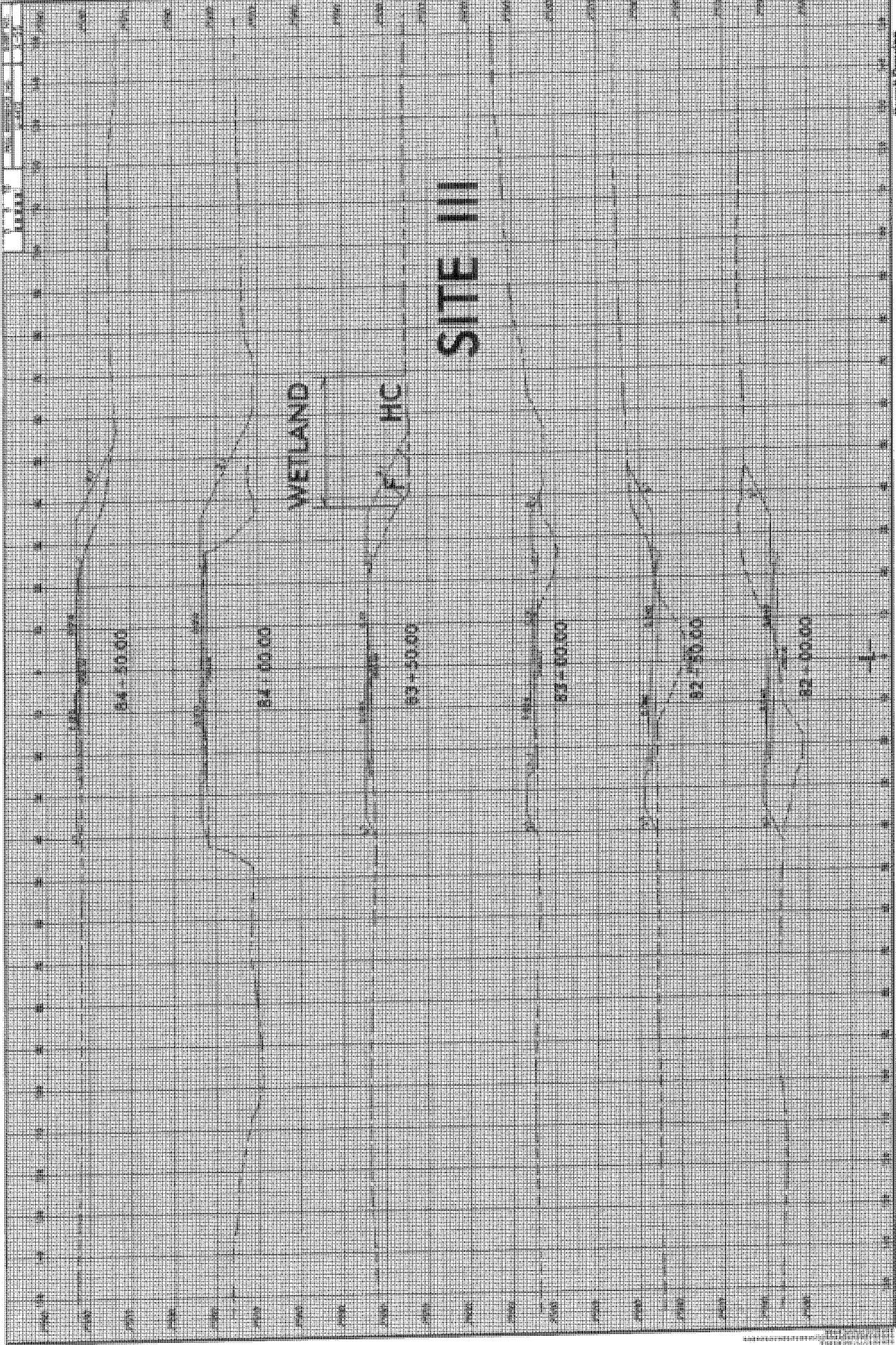
SITE II

- SERVICE TRENCHES IN EXISTING WATER



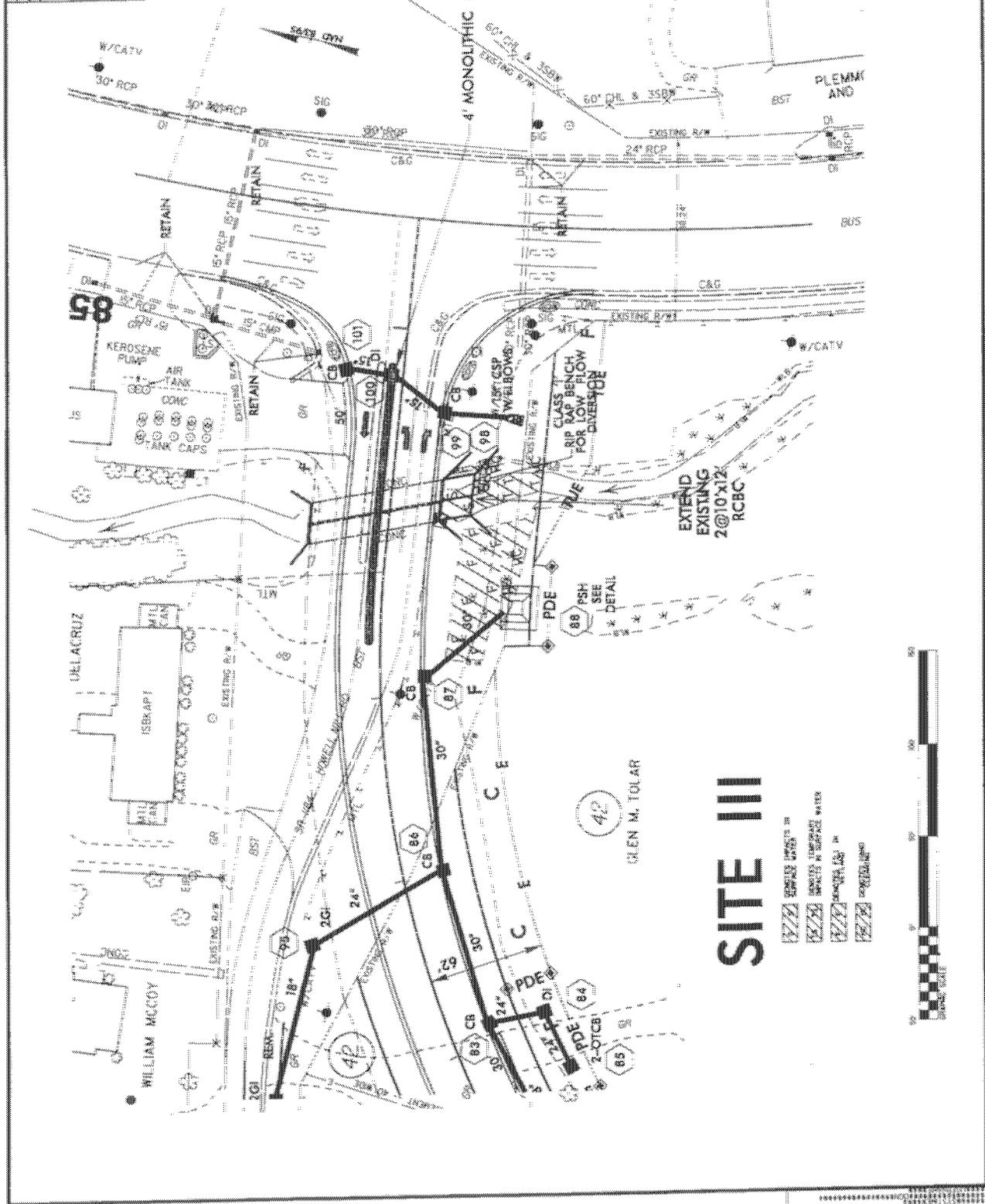
PAPER NO. 14-417





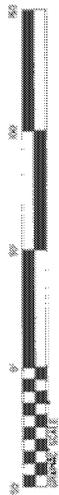
Permit Drawing

PROJECT NUMBER: 1-4472
 SHEET NO: 10
 PRELIMINARY PLANS
 FOR THE
 RECONSTRUCTION
 OF THE
 WASTEWATER
 TREATMENT
 PLANT



SITE III

- EXISTING CONCRETE
- EXISTING ASPHALT DRIVE
- EXISTING ASPHALT DRIVE
- EXISTING ASPHALT DRIVE
- EXISTING ASPHALT DRIVE



DATE: 11/11/11

TIME: 10:00

TEMP: 15.00

WIND: 15.00

WIND DIR: 15.00

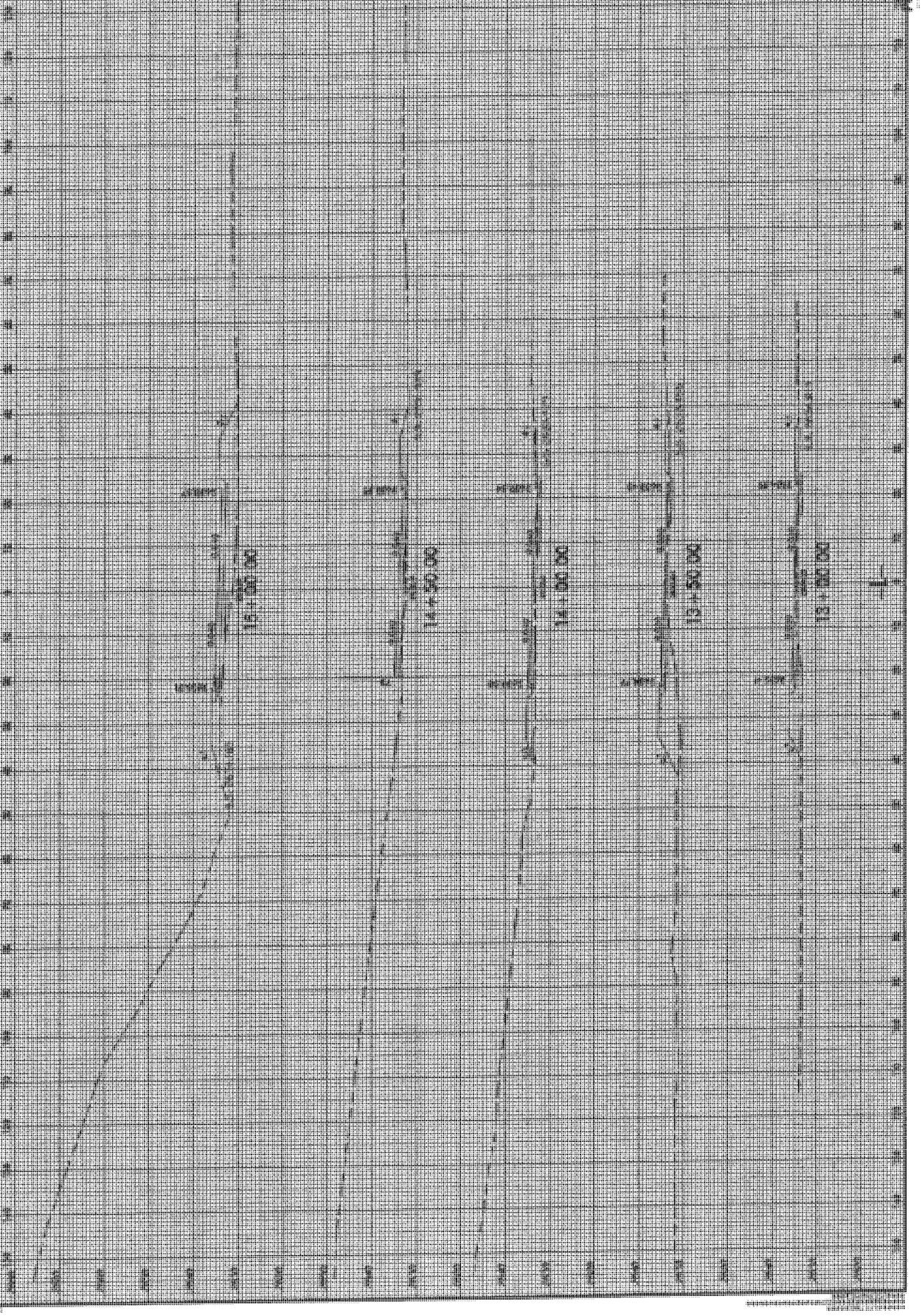
WIND SPC: 15.00

WIND DIR: 15.00

WIND SPC: 15.00

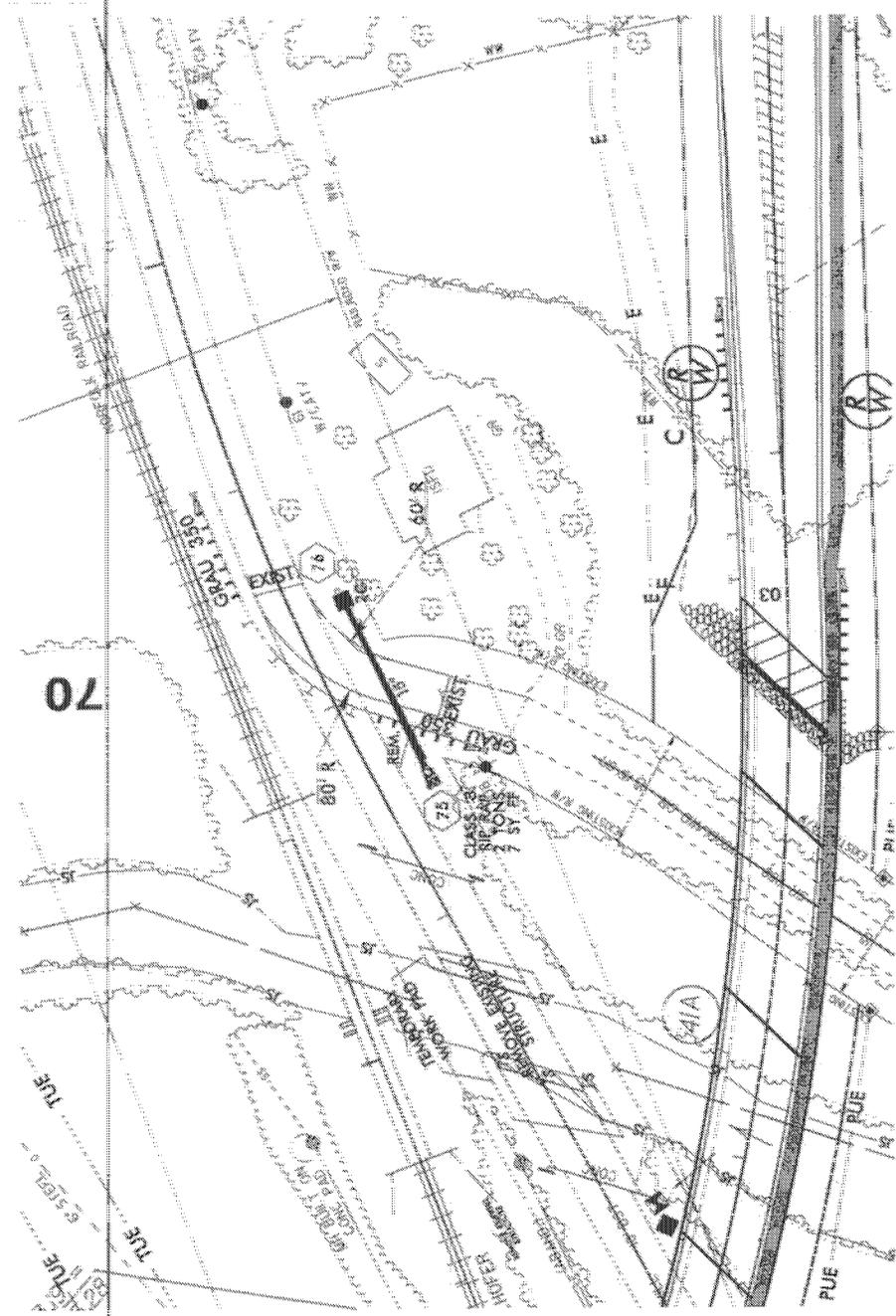
WIND DIR: 15.00

WIND SPC: 15.00

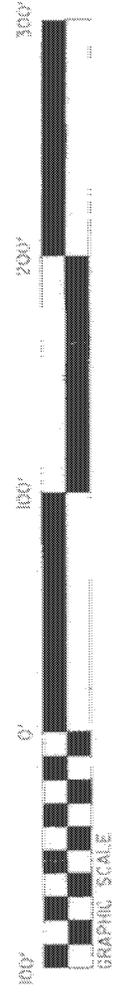


PROJECT NUMBER	14412
DATE	10/22/12
PROJECT NAME	REVISIONS
PROJECT LOCATION	

Revised Permit Drawings
 October 2012
 Sheet 15B of 22



Hatched area symbol: DENOTES TEMPORARY IMPACTS IN SURFACE WATER



SITE IV

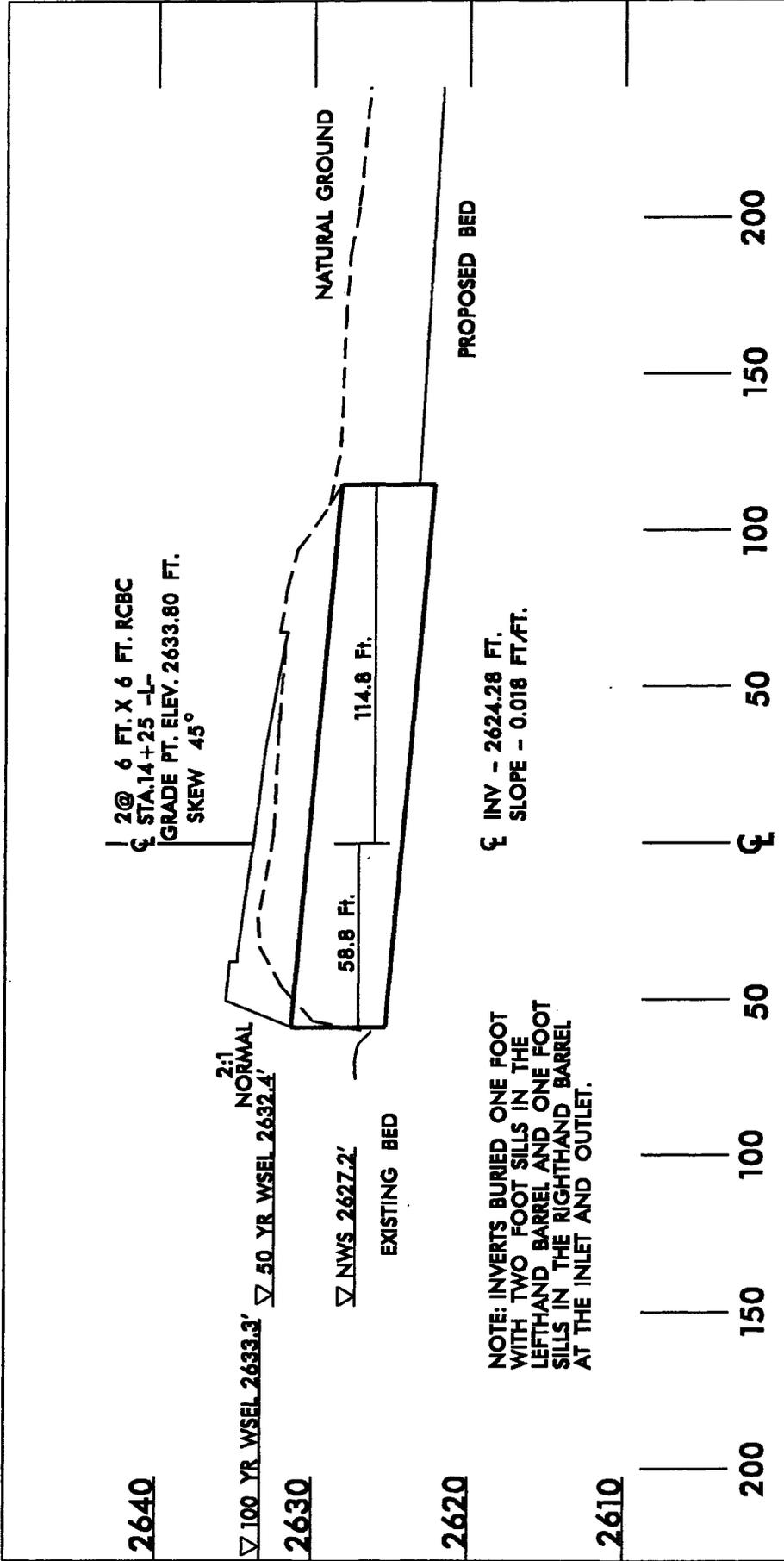
revised permit drawings
 October 2012
 Sheet 16 of 22

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)		
I	14+25 -L-	Stream Relocation 2 @ 6' X 6' RCBC	0.01							0.01	100	30	59	
II	24+21.5 -L-	1 @ 6' X 6' RCBC	0.02					<0.01		0.01	90		19	
		Bank Stabilization									17			
III	84+01.6 -L-	EXTEND 2 @ 10' X 12' RCBC	0.04					0.02		0.01	19		17	
		Bank Stabilization									7			
IV	EXISTING BRIDGE REMOVAL	Temporary Work Pads								0.01			64	
TOTALS:			0.07					0.02		0.03	263		159	

NOTE: <0.01 ac. Temporary Fill in Wetlands in the Hand Clearing areas for erosion control measures

NC DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 HAYWOOD COUNTY
 WBS - 35022.1.1 (U-4412)

SHEET 10/10/12



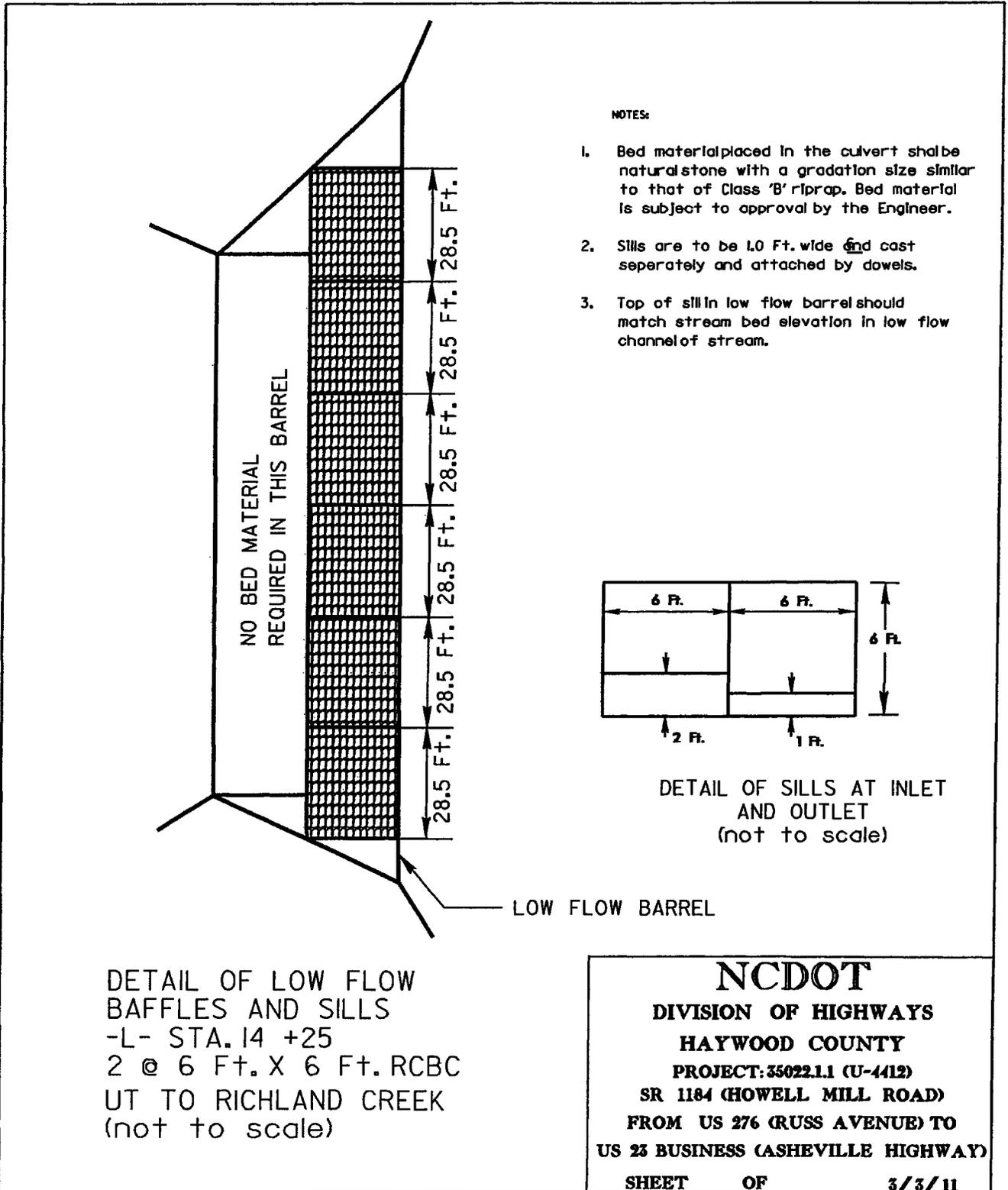
NOTE: INVERTS BURIED ONE FOOT WITH TWO FOOT SILLS IN THE LEFTHAND BARREL AND ONE FOOT SILLS IN THE RIGHTHAND BARREL AT THE INLET AND OUTLET.

PROFILE

SITE I

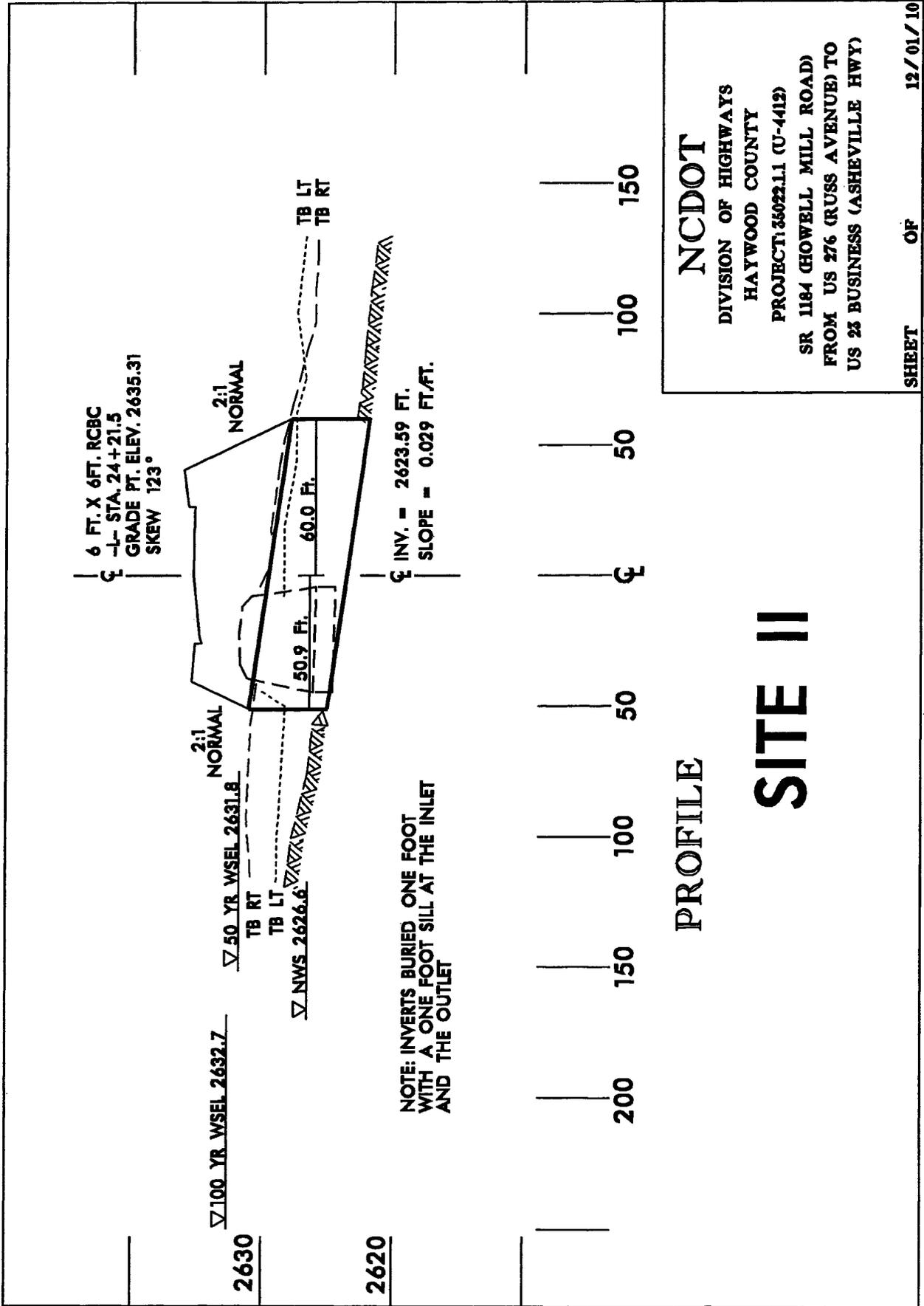
NCDOT
 DIVISION OF HIGHWAYS
 HAYWOOD COUNTY
 PROJECT: 35022.11 (U-4412)
 SR 1184 (HOWELL MILL ROAD)
 FROM US 276 (RUSS AVENUE) TO
 US 23 BUSINESS (ASHEVILLE HWY)

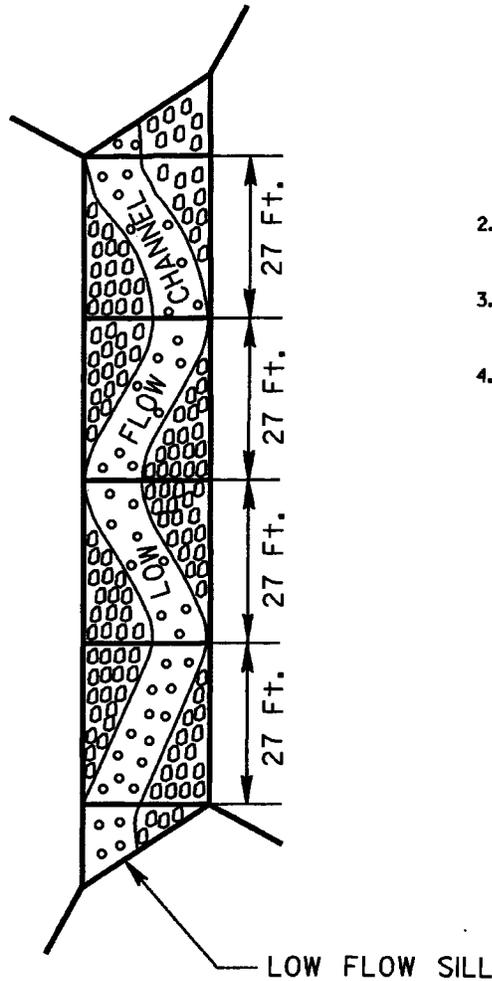
SHEET OF 12 / 01 / 10



NOTES:

1. Bed material placed in the culvert shall be natural stone with a gradation size similar to that of Class 'B' riprap. Bed material is subject to approval by the Engineer.
2. Sills are to be 1.0 Ft. wide and cast separately and attached by dowels.
3. Top of sill in low flow barrel should match stream bed elevation in low flow channel of stream.

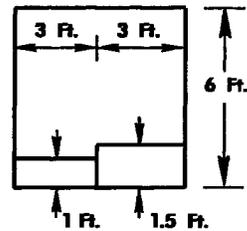




DETAIL OF LOW FLOW CHANNEL AND SILLS
 -L- STA. 24 +21.5
 I@ 6 Ft. X 6 Ft. RCBC
 UT TO RICHLAND CREEK
 (not to scale)

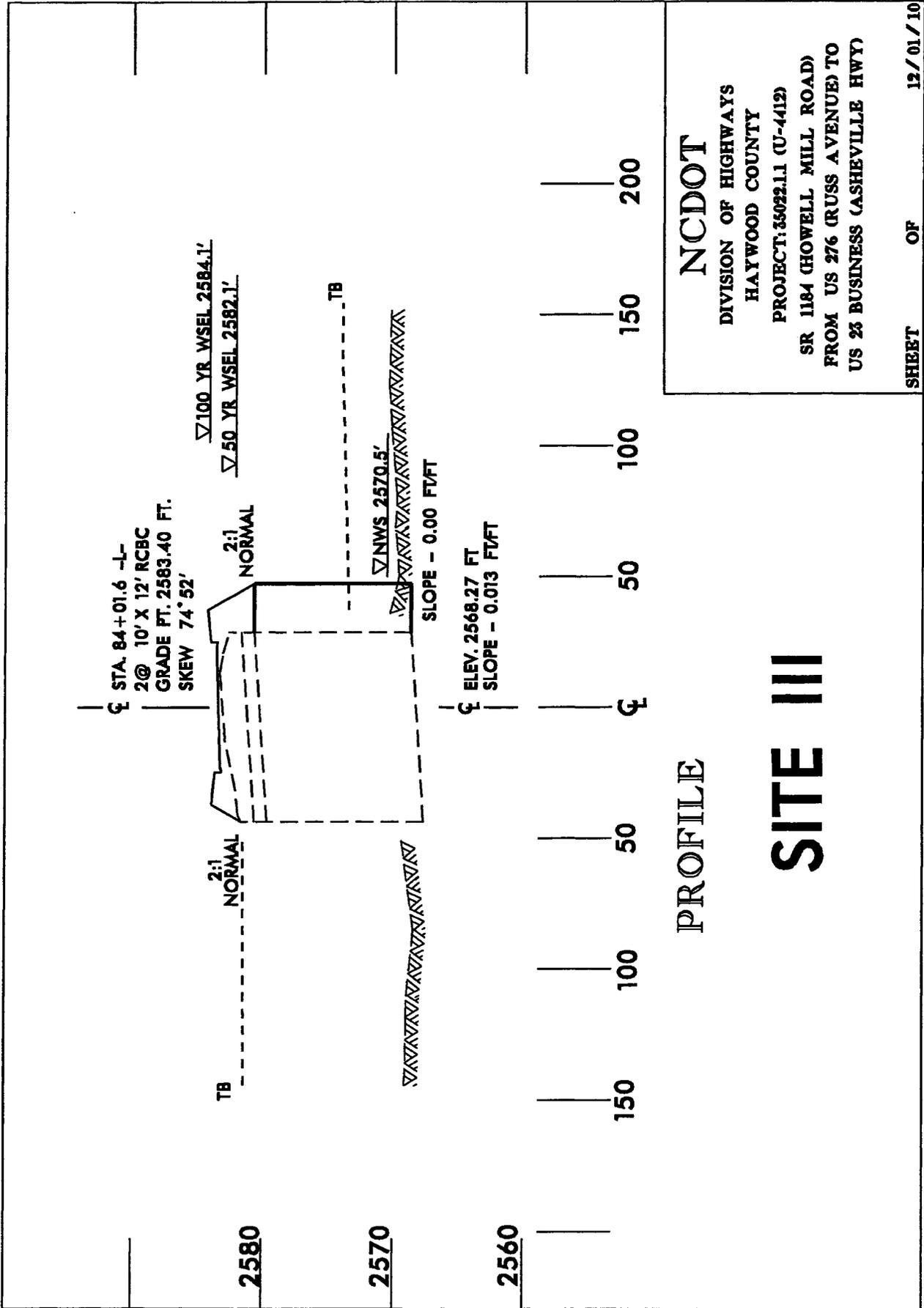
NOTES:

1. Bed material placed between sills in the culvert shall provide a continuous low flow channel between the lower sills. The material shall be natural stone with a gradation size similar to that of Class B riprap. Stones larger than 6 inches shall not be placed within the low flow channel. Bed material is subject to approval by the Engineer.
2. Sills are to be 1.0 Ft. wide and cast separately and attached by dowels.
3. The 1 Ft. high and 1 Ft. 6 inch high sills are to be separate units.
4. Top of low sill should match stream bed elevation in low flow channel of stream.



DETAIL OF SILLS AT INLET AND OUTLET
 (not to scale)

NCDOT
 DIVISION OF HIGHWAYS
 HAYWOOD COUNTY
 PROJECT: 35022.11 (U-4412)
 SR 1184 (HOWELL MILL ROAD)
 FROM US 276 (RUSS AVENUE) TO
 US 23 BUSINESS (ASHEVILLE HIGHWAY)
 SHEET OF 2/18/11



PROFILE

SITE III

NCDOT

DIVISION OF HIGHWAYS
 HAYWOOD COUNTY

PROJECT: 35022.1J (U-4412)

SR 1184 (HOWELL MILL ROAD)
 FROM US 276 (RUSS AVENUE) TO
 US 23 BUSINESS (ASHEVILLE HWY)

SHEET OF 12 / 01 / 10

**PROPERTY OWNERS
NAMES AND ADDRESSES**

PARCEL NO.	NAMES	ADDRESSES
4	Hendrik Ritsema	512 Bayshore Rd. Osprey, FL 34229
5	Ingles Markets Inc.	P.O. Box 98309 Atlanta, GA 30359
6	W. R. Boyd Investments	44 Academy Street Waynesville, NC 28786
7,8	Timothy Sheek	P.O. Box 600 Clyde, NC 28721
10	David Caudle	34 Glen Cove Drive Arden, NC 28704
44	Jeffrey Norris	177 North Main Street Waynesville, NC 28786

NCDOT

DIVISION OF HIGHWAYS
HAYWOOD COUNTY

PROJECT: 35022.11 (U-4412)

SR 1184 (HOWELL MILL ROAD)
FROM US 276 (RUSS AVENUE) TO
US 23 BUSINESS (ASHEVILLE HWY)

SHEET

OF

12/01/10

R-73



Tennessee Valley Authority Section 26a Approval

Permit # 211997	Reservoir Gray-Morristown - Off	Category 3
DOT Project # U-4412 35022.1.1 STP-1184(1)		

Name	Company	Address	Phone/Email
	NCDOT	1581 Mail Service Center Raleigh NC 27699-1581	919-250-4037

Tract(s)

Subdivision/Lot(s)	Stream	Mile	Bank	Map Sheet(s)
Subdivision: N/A	Richland Cr			183 Quad Sheet SW

The facilities and/or activities listed below are APPROVED subject to the plans and general and special conditions attached.

1. Bridge - Vehicular
2. Culvert - Roadway
3. Culvert - Roadway
4. Culvert - Roadway
5. Culvert - Roadway
6. Culvert - Roadway Length (ft., in.): 6'; Width (ft., in.): 6'

This permit SUPERSEDES all previous TVA approvals at this location including permits approved under land record numbers:

TVA Representative: Anne W Patrick **Date:** 11/09/2012

May require review by U.S. Army Corps of Engineers (USACE). Plans have been forwarded to the USACE.
No construction shall commence until you have written approval or verification that no permit is required.
Applicant is also responsible for all local and state approvals that may be required relating to water quality.
No construction shall commence until you have written approval or verification that no permit is required.

GENERAL STANDARDS AND CONDITIONS

Section 26a and Land Use

General Conditions

- 1) You agree to make every reasonable effort to construct and operate the facility authorized herein in a manner so as to minimize any adverse impact on water quality, aquatic life, wildlife, vegetation, and natural environmental values.
- 2) This permit may be revoked by TVA by written notice if:
 - a) the structure is not completed in accordance with approved plans;
 - b) if in TVA's judgement the structure is not maintained in a good state of repair and in good, safe, and substantial condition;
 - c) the structure is abandoned;
 - d) the structure or work must be altered to meet the requirements of future reservoir management operations of the United States or TVA, or;
 - e) TVA finds that the structure has an adverse effect upon navigation, flood control, or public lands or reservations.
 - f) all invoices related to this permit are not timely paid.
- 3) If this permit for this structure is revoked, you agree to remove the structure, at your expense, upon written notice from TVA. In the event you do not remove the structure within 30 days of written notice to do so, TVA shall have the right to remove or cause to have removed, the structure or any part thereof. You agree to reimburse TVA for all costs incurred in connection with removal.
- 4) In issuing this Approval of Plans, TVA makes no representations that the structures or work authorized or property used temporarily or permanently in connection therewith will not be subject to damage due to future operations undertaken by the United States and/or TVA for the conservation or improvement of navigation, for the control of floods, or for other purposes, or due to fluctuations in elevations of the water surface of the river or reservoir, and no claim or right to compensation shall accrue from any such damage. By the acceptance of this approval, applicant covenants and agrees to make no claim against TVA or the United States by reason of any such damage, and to indemnify and save harmless TVA and the United States from any and all claims by other persons arising out of any such damage.
- 5) In issuing this Approval of Plans, TVA assumes no liability and undertakes no obligation or duty (in tort, contract, strict liability or otherwise) to the applicant or to any third party for any damages to property (real or personal) or personal injuries (including death) arising out of or in any way connected with applicant's construction, operation, or maintenance of the facility which is the subject of this Approval of Plans.
- 6) This approval shall not be construed to be a substitute for the requirements of any federal, state, or local statute, regulation, ordinance, or code, including, but not limited to, applicable building codes, now in effect or hereafter enacted. State 401 water quality certification may apply.
- 7) The facility will not be altered, or modified, unless TVA's written approval has been obtained prior to commencing work.
- 8) You understand that covered second stories are prohibited by Section 1304.204 of the Section 26a Regulations.
- 9) You agree to notify TVA of any transfer of ownership of the approved structure to a third party. Third party is required to make application to TVA for permitting of the structure in their name (1304.10). Any permit which is not transferred within 60 days is subject to revocation.
- 10) You agree to stabilize all disturbed areas within 30 days of completion of the work authorized. All land-disturbing activities shall be conducted in accordance with Best Management Practices as defined by Section 208 of the Clean Water Act to control erosion and sedimentation to prevent adverse water quality and related aquatic impacts. Such practices shall be consistent with sound engineering and construction principles; applicable federal, state, and local statutes, regulations, or ordinances; and proven techniques for controlling erosion and sedimentation, including any required conditions under Section 6 of the Standard Conditions.
- 11) You agree not to use or permit the use of the premises, facilities, or structures for any purposes that will result in draining or dumping into the reservoir of any refuse, sewage, or other material in violation of applicable standards or requirements relating to pollution control of any kind now in effect or hereinafter established.

- 12) The Native American Graves Protection and Repatriation Act and the Archaeological Resources Protection Act apply to archaeological resources located on the premises of land connected to any application made unto TVA. If LESSEE {or licensee or grantee (for easement) or applicant (for 26a permit)} discovers human remains, funerary objects, sacred objects, objects of cultural patrimony, or any other archaeological resources on or under the premises, LESSEE {or licensee, grantee, or applicant} shall immediately stop activity in the area of the discovery, make a reasonable effort to protect the items, and notify TVA by telephone (865-228-1374). Work may not be resumed in the area of the discovery until approved by TVA.
- 13) You should contact your local government official(s) to ensure that this facility complies with all applicable local floodplain regulations.
- 14) You agree to abide by the conditions of the vegetation management plan. Unless otherwise stated on this permit, vegetation removal is prohibited on TVA land.
- 15) You agree to securely anchor all floating facilities to prevent them from floating free during major floods.
- 16) You are responsible for accurately locating your facility, and this authorization is valid and effective only if your facility is located as shown on your application or as otherwise approved by TVA in this permit. The facility must be located on land owned or leased by you, or on TVA land at a location approved by TVA.
- 17) You agree to allow TVA employees access to your water use facilities to ensure compliance with any TVA issued approvals.
- 18) It is understood that you own adequate property rights at this location. If at any time it is determined that you do not own sufficient property rights, or that you have only partial ownership rights in the land at this location, this permit may be revoked. TVA may require the applicant to provide appropriate verification of ownership.
- 19) In accordance with 18 CFR Part 1304.9, Approval for construction covered by this permit expires 18 months after the date of issuance unless construction has been initiated.

Standard Conditions (Only items that pertain to this request have been listed.)

2) Ownership Rights

- b) You are advised that TVA retains the right to flood this area and that TVA will not be liable for damages resulting from flooding.
- e) You recognize and understand that this authorization conveys no property rights, grants no exclusive license, and in no way restricts the general public's privilege of using shoreland owned by or subject to public access rights owned by TVA. It is also subject to any existing rights of third parties. Nothing contained in this approval shall be construed to detract or deviate from the rights of the United States and TVA held over this land under the Grant of Flowage Easement. This Approval of Plans does not give any property rights in real estate or material and does not authorize any injury to private property or invasion of private or public rights. It merely constitutes a finding that the facility, if constructed at the location specified in the plans submitted and in accordance with said plans, would not at this time constitute an obstruction unduly affecting navigation, flood control, or public lands or reservations.

3) Shoreline Modification and Stabilization

- a) For purposes of shoreline bank stabilization, all portions will be constructed or placed, on average, no more than two feet from the existing shoreline at normal summer pool elevation.
- c) Bank, shoreline, and floodplain stabilization will be permanently maintained in order to prevent erosion, protect water quality, and preserve aquatic habitat.

5) Bridges and Culverts

- a) You agree to design/construct any instream piers in such a manner as to discourage river scouring or sediment deposition.
- b) Applicant agrees to construct culvert in phases, employing adequate streambank protection measures, such that the diverted streamflow is handled without creating streambank or streambed erosion/sedimentation and without preventing fish passage.
- c) Concrete box culverts and pipe culverts (and their extensions) must create/maintain velocities and flow patterns which offer refuge for fish and other aquatic life, and allow passage of indigenous fish species, under all flow conditions. Culvert floor slabs and pipe bottoms must be buried below streambed elevation, and filled with naturally occurring streambed materials. If geologic conditions do not allow burying the floor, it must be otherwise designed to allow passage of indigenous fish species under all flow conditions.
- d) All natural stream values (including equivalent energy dissipation, elevations, and velocities; riparian vegetation; riffle/pool sequencing; habitat suitable for fish and other aquatic life) must be provided at all stream modification sites. This must be accomplished using a combination of rock and bioengineering, and is not accomplished using solid, homogeneous riprap from bank to bank.

- e) You agree to remove demolition and construction by-products from the site for recycling if practicable, or proper disposal—outside of the 100-year floodplain. Appropriate BMPs will be used during the removal of any abandoned roadway or structures.

6) Best Management Practices

- a) You agree that removal of vegetation will be minimized, particularly any woody vegetation providing shoreline/streambank stabilization.
- b) You agree to installation of cofferdams and/or silt control structures between construction areas and surface waters prior to any soil-disturbing construction activity, and clarification of all water that accumulates behind these devices to meet state water quality criteria at the stream mile where activity occurs before it is returned to the unaffected portion of the stream. Cofferdams must be used wherever construction activity is at or below water elevation.
- c) A floating silt screen extending from the surface to the bottom is to be in place during excavation or dredging to prevent sedimentation in surrounding areas. It is to be left in place until disturbed sediments are visibly settled.
- d) You agree to keep equipment out of the reservoir or stream and off reservoir or stream banks, to the extent practicable (i.e., performing work "in the dry").
- e) You agree to avoid contact of wet concrete with the stream or reservoir, and avoid disposing of concrete washings, or other substances or materials, in those waters.
- f) You agree to use erosion control structures around any material stockpile areas.
- g) You agree to apply clean/shaken riprap or shot rock (where needed at water/bank interface) over a water permeable/soil impermeable fabric or geotextile and in such a manner as to avoid stream sedimentation or disturbance, or that any rock used for cover and stabilization shall be large enough to prevent washout and provide good aquatic habitat.
- h) You agree to remove, redistribute, and stabilize (with vegetation) all sediment which accumulates behind cofferdams or silt control structures.
- i) You agree to use vegetation (versus riprap) wherever practicable and sustainable to stabilize streambanks, shorelines, and adjacent areas. These areas will be stabilized as soon as practicable, using either an appropriate seed mixture that includes an annual (quick cover) as well as one or two perennial legumes and one or two perennial grasses, or sod. In winter or summer, this will require initial planting of a quick cover annual only, to be followed by subsequent establishment of the perennials. Seed and soil will be protected as appropriate with erosion control netting and/or mulch and provided adequate moisture. Streambank and shoreline areas will also be permanently stabilized with native woody plants, to include trees wherever practicable and sustainable (this vegetative prescription may be altered if dictated by geologic conditions or landowner requirements). You also agree to install or perform additional erosion control structures/techniques deemed necessary by TVA.

Additional Conditions

You agree:

A project-wide moratorium on all in-stream work and land disturbance within the 25-foot trout buffer from October 15 to April 15, shall be followed and all work performed prior to or after these dates.

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
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. 10-15-13)

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 4

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

Division 6

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

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

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

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

Division 8

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

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

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

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

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

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

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

Division 15

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

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION**AWARD OF CONTRACT**

(6-28-77)

Z-6

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

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

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

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

SMSA Areas

Area 5720 26.6%
Currituck County

Area 9200 20.7%
Brunswick County
New Hanover County

Area 2560 24.2%
Cumberland County

Area 6640 22.8%
Durham County
Orange County
Wake County

Area 1300 16.2%
Alamance County

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

Area 1520 18.3%
Gaston County
Mecklenburg County
Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

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

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

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

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).
The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.
Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.
Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
 - b. The contractor will accept as its operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
 - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
- The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- The records kept by the contractor shall document the following:
 - The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

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

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

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

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

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

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

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

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

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees

from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

(10-16-07) (Rev. 5-21-13)

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC130088 01/04/2013 NC88

Z-88

Date: January 4, 2013

General Decision Number: NC130088 01/04/2013 NC88

Superseded General Decision Numbers: NC20120088

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Buncombe
Haywood
Henderson
Madison

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, railroad construction, bascule, suspension and spandrel arch bridges designed for commercial navigation, bridges involving marine construction, and other major bridges).

Modification Number

0

Publication Date

01/04/2013

SUNC2011-069 09/16/2011

	Rates	Fringes
CARPENTER (Form Work Only)		
Buncombe County	13.18	
Haywood, Henderson, and Madison Counties	13.38	
CEMENT MASON/CONCRETE FINISHER	13.84	
IRONWORKER (Reinforcing)	14.88	
LABORER		
Asphalt, Asphalt Distributor, Raker, and Spreader		
Buncombe County	12.18	
Haywood, Henderson, and Madison Counties	12.33	
Common or General		
Buncombe County	11.60	
Haywood County	11.53	
Henderson County	10.75	
Madison County	11.54	
Concrete Saw	14.55	
Landscape	10.35	
Luteman	13.00	
Mason Tender (Cement/Concrete)	11.25	
Pipelayer	12.80	
Traffic Control (Cone Setter)	13.15	
Traffic Control (Flagger)	10.24	

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
Backhoe/Excavator/Trackhoe		
Buncombe County	13.82	
Haywood and Madison Counties	14.05	
Henderson County	13.92	
Broom/Sweeper	13.97	
Bulldozer	15.27	
Crane	17.97	
Curb Machine	14.43	
Distributor	14.99	
Drill	16.68	
Grader/Blade		
Buncombe, Haywood, and Madison County	15.95	
Henderson County	14.25	
Loader		
Buncombe County	13.81	
Haywood, Henderson, and Madison Counties	14.14	
Mechanic	17.90	
Milling Machine	15.72	
Oiler	13.79	
Paver	17.60	
Roller		
Buncombe County	14.97	
Haywood, Henderson, and Madison Counties	15.04	
Scraper	15.85	
Screed	14.93	
Tractor	14.47	
TRUCK DRIVER		
Distributor	16.75	
Dump		
Buncombe County	12.28	
Haywood, Henderson, and Madison Counties	12.12	
Flatbed Truck	15.02	
Lowboy Truck	15.21	
Off the Road Truck	15.00	
Single Axle Truck	12.13	
Tack Truck	16.52	
Water Truck	13.16	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR		
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	113,000 CY		
0006	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ***** (67+27.56)	Lump Sum	L.S.	
0007	0036000000-E	225	UNDERCUT EXCAVATION	500 CY		
0008	0106000000-E	230	BORROW EXCAVATION	48,000 CY		
0009	0134000000-E	240	DRAINAGE DITCH EXCAVATION	290 CY		
0010	0141000000-E	240	BERM DITCH CONSTRUCTION	240 LF		
0011	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	12,170 SY		
0012	0177000000-E	250	BREAKING OF EXISTING ASPHALT PAVEMENT	370 SY		
0013	0192000000-N	260	PROOF ROLLING	7 HR		
0014	0194000000-E	SP	SELECT GRANULAR MATERIAL, CLASS III	500 CY		
0015	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	14,265 SY		
0016	0199000000-E	SP	TEMPORARY SHORING	3,200 SF		
0017	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	1,915 TON		
0018	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	4,240 SY		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	4,222 LF		
0020	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	928 LF		
0021	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	668 LF		
0022	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	568 LF		
0023	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	60 LF		
0024	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	312 LF		
0025	0576000000-E	310	*** CS PIPE CULVERTS, ***** THICK (54", 0.109")	32 LF		
0026	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	324 LF		
0027	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	188 LF		
0028	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	7 EA		
0029	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	3 EA		
0030	0995000000-E	340	PIPE REMOVAL	395 LF		
0031	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0032	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	6,000 TON		
0033	1110000000-E	510	STABILIZER AGGREGATE	500 TON		
0034	1121000000-E	520	AGGREGATE BASE COURSE	870 TON		
0035	1220000000-E	545	INCIDENTAL STONE BASE	2,500 TON		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0036	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	8,850 TON		
0037	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	4,630 TON		
0038	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	6,760 TON		
0039	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,020 TON		
0040	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	70 TON		
0041	1881000000-E	SP	GENERIC PAVING ITEM PEDESTRIAN SAFETY RAIL	385 LF		
0042	2022000000-E	815	SUBDRAIN EXCAVATION	168 CY		
0043	2033000000-E	815	SUBDRAIN FINE AGGREGATE	84 CY		
0044	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	500 LF		
0045	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA		
0046	2077000000-E	815	6" OUTLET PIPE	6 LF		
0047	2143000000-E	818	BLOTTING SAND	15 TON		
0048	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	10 EA		
0049	2253000000-E	840	PIPE COLLARS	2.6 CY		
0050	2264000000-E	840	PIPE PLUGS	1.23 CY		
0051	2275000000-E	SP	FLOWABLE FILL	90 CY		
0052	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	86 EA		
0053	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	11.4 LF		
0054	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	7 EA		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0055	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	11 EA		
0056	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	6 EA		
0057	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	29 EA		
0058	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	25 EA		
0059	2396000000-N	840	FRAME WITH COVER, STD 840.54	2 EA		
0060	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	1 EA		
0061	2535000000-E	846	***X *** CONCRETE CURB (8" X 18")	260 LF		
0062	2535000000-E	846	***X *** CONCRETE CURB (9" X 18")	170 LF		
0063	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	14,320 LF		
0064	2591000000-E	848	4" CONCRETE SIDEWALK	4,800 SY		
0065	2605000000-N	848	CONCRETE CURB RAMP	40 EA		
0066	2612000000-E	848	6" CONCRETE DRIVEWAY	360 SY		
0067	2647000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	140 SY		
0068	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	70 SY		
0069	2738000000-E	SP	GENERIC PAVING ITEM 8" CONCRETE TRUCK APRON	290 SY		
0070	2830000000-N	858	ADJUSTMENT OF MANHOLES	3 EA		
0071	3030000000-E	862	STEEL BM GUARDRAIL	262.5 LF		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0072	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0073	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	6 EA		
0074	3317000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE B-77	4 EA		
0075	3380000000-E	862	TEMPORARY STEEL BM GUARDRAIL	400 LF		
0076	3389100000-N	SP	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE 350	2 EA		
0077	3563000000-E	SP	TEMP *** WOVEN WIRE FENCE, COMPLETE W/POSTS (48")	370 LF		
0078	3575000000-E	SP	GENERIC FENCING ITEM TEMPORARY CHAIN LINK FENCE, 72" FABRIC	181 LF		
0079	3578000000-N	SP	GENERIC FENCING ITEM TEMPORARY METAL LINE POSTS FOR 72" CHAIN LINK FENCE	18 EA		
0080	3578000000-N	SP	GENERIC FENCING ITEM TEMPORARY METAL TERMINAL POSTS FOR 72" CHAIN LINK FENCE	2 EA		
0081	3628000000-E	876	RIP RAP, CLASS I	13 TON		
0082	3649000000-E	876	RIP RAP, CLASS B	100 TON		
0083	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	4,250 SY		
0084	3659000000-N	SP	PREFORMED SCOUR HOLES WITH LEVEL SPREADER APRON	5 EA		
0085	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	422 LF		
0086	4102000000-N	904	SIGN ERECTION, TYPE E	27 EA		
0087	4108000000-N	904	SIGN ERECTION, TYPE F	4 EA		
0088	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (D)	1 EA		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0089	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	31 EA		
0090	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,567 SF		
0091	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	512 SF		
0092	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	330 SF		
0093	4415000000-N	1115	FLASHING ARROW BOARD	1 EA		
0094	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	6 EA		
0095	4430000000-N	1130	DRUMS	416 EA		
0096	4435000000-N	1135	CONES	70 EA		
0097	4445000000-E	1145	BARRICADES (TYPE III)	392 LF		
0098	4450000000-N	1150	FLAGGER	9,600 HR		
0099	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	4 EA		
0100	4470000000-N	1160	RESET TEMPORARY CRASH CUSHION	4 EA		
0101	4480000000-N	1165	TMA	1 EA		
0102	4485000000-E	1170	PORTABLE CONCRETE BARRIER	400 LF		
0103	4500000000-E	1170	RESET PORTABLE CONCRETE BARRIER	400 LF		
0104	4510000000-N	SP	LAW ENFORCEMENT	300 HR		
0105	4516000000-N	1180	SKINNY DRUM	120 EA		
0106	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	463 EA		
0107	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	2,054 LF		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0108	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	8,768 LF		
0109	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	132 LF		
0110	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	203 LF		
0111	4702000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	52 LF		
0112	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	182 LF		
0113	4721000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	3 EA		
0114	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	60 EA		
0115	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)	2,332 LF		
0116	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	166,560 LF		
0117	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	744 LF		
0118	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	30 EA		
0119	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	101 EA		
0120	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	5,700 LF		
0121	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	360 LF		
0122	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	32 EA		
0123	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	167 EA		
0124	5325000000-E	1510	*** WATER LINE (1")	10 LF		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0125	5325000000-E	1510	*** WATER LINE (1-1/4")	62 LF		
0126	5325200000-E	1510	2" WATER LINE	402 LF		
0127	5325400000-E	1510	4" WATER LINE	21 LF		
0128	5325600000-E	1510	6" WATER LINE	82 LF		
0129	5325800000-E	1510	8" WATER LINE	262 LF		
0130	5326000000-E	1510	10" WATER LINE	2,790 LF		
0131	5326200000-E	1510	12" WATER LINE	1,308 LF		
0132	5536000000-E	1515	2" VALVE	4 EA		
0133	5538000000-E	1515	4" VALVE	1 EA		
0134	5540000000-E	1515	6" VALVE	2 EA		
0135	5546000000-E	1515	8" VALVE	2 EA		
0136	5552000000-E	1515	10" VALVE	4 EA		
0137	5558000000-E	1515	12" VALVE	3 EA		
0138	5589100000-E	1515	1" AIR RELEASE VALVE	2 EA		
0139	5648000000-N	1515	RELOCATE WATER METER	15 EA		
0140	5649000000-N	1515	RECONNECT WATER METER	2 EA		
0141	5672000000-N	1515	RELOCATE FIRE HYDRANT	2 EA		
0142	5800000000-E	1530	ABANDON 6" UTILITY PIPE	2,231 LF		
0143	5801000000-E	1530	ABANDON 8" UTILITY PIPE	110 LF		
0144	5802000000-E	1530	ABANDON 10" UTILITY PIPE	211 LF		
0145	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,357 LF		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0146	5835700000-E	1540	16" ENCASEMENT PIPE	54 LF		
0147	5835800000-E	1540	18" ENCASEMENT PIPE	60 LF		
0148	5871500000-E	1550	TRENCHLESS INSTALLATION OF 8" IN SOIL	12.5 LF		
0149	5871510000-E	1550	TRENCHLESS INSTALLATION OF 8" NOT IN SOIL	12.5 LF		
0150	5882000000-N	SP	GENERIC UTILITY ITEM RELOCATE EXISTING WATER VAULT	1 EA		
0151	5888000000-E	SP	GENERIC UTILITY ITEM 10" WATER LINE WITH TEMPORARY BYPASS	211 LF		
0152	5888000000-E	SP	GENERIC UTILITY ITEM BURIED POWER DUCT	299 LF		
0153	5888000000-E	SP	GENERIC UTILITY ITEM BURIED TELECOMMUNICATIONS DUCT	367 LF		
0154	6000000000-E	1605	TEMPORARY SILT FENCE	6,800 LF		
0155	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	2,350 TON		
0156	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	4,000 TON		
0157	6012000000-E	1610	SEDIMENT CONTROL STONE	3,325 TON		
0158	6015000000-E	1615	TEMPORARY MULCHING	30 ACR		
0159	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	750 LB		
0160	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	5 TON		
0161	6024000000-E	1622	TEMPORARY SLOPE DRAINS	3,500 LF		
0162	6029000000-E	SP	SAFETY FENCE	1,200 LF		
0163	6030000000-E	1630	SILT EXCAVATION	6,500 CY		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0164	6036000000-E	1631	MATTING FOR EROSION CONTROL	60,500	SY	
0165	6037000000-E	SP	COIR FIBER MAT	60	SY	
0166	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	750	SY	
0167	6042000000-E	1632	1/4" HARDWARE CLOTH	4,200	LF	
0168	6045000000-E	SP	*** TEMPORARY PIPE (15")	220	LF	
0169	6070000000-N	1639	SPECIAL STILLING BASINS	30	EA	
0170	6071012000-E	SP	COIR FIBER WATTLE	500	LF	
0171	6071020000-E	SP	POLYACRYLAMIDE (PAM)	900	LB	
0172	6071030000-E	1640	COIR FIBER BAFFLE	1,215	LF	
0173	6071050000-E	SP	*** SKIMMER (1-1/2")	5	EA	
0174	6084000000-E	1660	SEEDING & MULCHING	25	ACR	
0175	6087000000-E	1660	MOWING	12.5	ACR	
0176	6090000000-E	1661	SEED FOR REPAIR SEEDING	300	LB	
0177	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1	TON	
0178	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	575	LB	
0179	6108000000-E	1665	FERTILIZER TOPDRESSING	17.25	TON	
0180	6111000000-E	SP	IMPERVIOUS DIKE	205	LF	
0181	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	
0182	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	100	EA	
0183	6123000000-E	1670	REFORESTATION	2	ACR	

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0184	6126000000-E	SP	STREAMBANK REFORESTATION	0.2 ACR		
0185	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	6 EA		
0186	7060000000-E	1705	SIGNAL CABLE	3,550 LF		
0187	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	11 EA		
0188	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	5 EA		
0189	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	2 EA		
0190	7288000000-E	1715	PAVED TRENCHING (*****) (1, 2")	130 LF		
0191	7300000000-E	1715	UNPAVED TRENCHING (*****) (1, 2")	1,320 LF		
0192	7301000000-E	1715	DIRECTIONAL DRILL (*****) (3, 2")	455 LF		
0193	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	13 EA		
0194	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	10 EA		
0195	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	2,110 LF		
0196	7456000000-E	1726	LEAD-IN CABLE (*****) (14-2)	5,550 LF		
0197	7588000000-N	SP	METAL POLE WITH SINGLE MAST ARM	7 EA		
0198	7613000000-N	SP	SOIL TEST	7 EA		
0199	7614100000-E	SP	DRILLED PIER FOUNDATION	105 CY		
0200	7631000000-N	SP	MAST ARM WITH METAL POLE DESIGN	7 EA		
0201	7636000000-N	1745	SIGN FOR SIGNALS	1 EA		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0202	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	1 EA		
0203	7684000000-N	1750	SIGNAL CABINET FOUNDATION	2 EA		
0204	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	2 EA		
0205	7780000000-N	1751	DETECTOR CARD (TYPE 2070L)	19 EA		
0206	7901000000-N	1753	CABINET BASE EXTENDER	2 EA		
0207	7960000000-N	SP	METAL POLE FOUNDATION REMOVAL	3 EA		
0208	7972000000-N	SP	METAL POLE REMOVAL	3 EA		
0209	7980000000-N	SP	GENERIC SIGNAL ITEM POWDER GREEN COATING FOR SINGLE MAST ARM WITH METAL POLE	7 EA		
CULVERT ITEMS						
0210	8126000000-N	414	CULVERT EXCAVATION, STA ***** (14+25.00-L-)	Lump Sum	L.S.	
0211	8126000000-N	414	CULVERT EXCAVATION, STA ***** (24+21.50-L-)	Lump Sum	L.S.	
0212	8126000000-N	414	CULVERT EXCAVATION, STA ***** (84+01.60-L-)	Lump Sum	L.S.	
0213	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	337 TON		
0214	8196000000-E	420	CLASS A CONCRETE (CULVERT)	415.6 CY		
0215	8245000000-E	425	REINFORCING STEEL (CULVERT)	46,348 LB		
0216	8590000000-E	876	RIP RAP, CLASS ** (I)	92 TON		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
WALL ITEMS						
0217	8802030000-E	SP	SEGMENTAL GRAVITY RETAINING WALLS	114 SF		
0218	8847000000-E	SP	GENERIC RETAINING WALL ITEM MSE RETAINING WALL NO 1	820 SF		
0219	8847000000-E	SP	GENERIC RETAINING WALL ITEM MSE RETAINING WALL NO 2	1,415 SF		
STRUCTURE ITEMS						
0220	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (67+29.11-L-)	Lump Sum	L.S.	
0221	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (67+29.11-L-)	Lump Sum	L.S.	
0222	8105500000-E	411	***-***" DIA DRILLED PIERS IN SOIL (5'-6")	285.84 LF		
0223	8105600000-E	411	***-***" DIA DRILLED PIERS NOT IN SOIL (5'-6")	226 LF		
0224	8111000000-E	411	PERMANENT STEEL CASING FOR ***-***" DIA DRILLED PIER (5'-6")	107.49 LF		
0225	8113000000-N	411	SID INSPECTIONS	1 EA		
0226	8114000000-N	411	SPT TESTING	1 EA		
0227	8115000000-N	411	CSL TESTING	1 EA		
0228	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (67+29.11-L-)	Lump Sum	L.S.	
0229	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	23,133 SF		
0230	8161000000-E	420	GROOVING BRIDGE FLOORS	18,755 SF		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0231	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	620.3 CY		
0232	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (67+29.11-L-)	Lump Sum	L.S.	
0233	8217000000-E	425	REINFORCING STEEL (BRIDGE)	123,480 LB		
0234	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	35,630 LB		
0235	8265000000-E	430	54" PRESTRESSED CONCRETE GIR- DERS	3,144.64 LF		
0236	8364000000-E	450	HP12X53 STEEL PILES	505 LF		
0237	8475000000-E	460	TWO BAR METAL RAIL	526.47 LF		
0238	8482000000-E	460	THREE BAR METAL RAIL	518.67 LF		
0239	8517000000-E	460	1'-***X ***** CONCRETE PARA- PET (1'-2" X 2'-6")	534.87 LF		
0240	8524000000-E	SP	*** CHAIN LINK FENCE (120")	105.48 LF		
0241	8524000000-E	SP	*** CHAIN LINK FENCE (72")	106.18 LF		
0242	8531000000-E	462	4" SLOPE PROTECTION	335 SY		
0243	8594000000-E	876	RIP RAP, CLASS B	329 TON		
0244	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	365 SY		
0245	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0246	8706000000-N	SP	EXPANSION JOINT SEALS	Lump Sum	L.S.	
0247	8860000000-N	SP	GENERIC STRUCTURE ITEM POWERLINE CONDUIT AND HANGER SYSTEM	Lump Sum	L.S.	

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0248	8860000000-N	SP	GENERIC STRUCTURE ITEM TELECOMMUNICATIONS CONDUIT AND HANGER SYSTEM	Lump Sum	L.S.	
1238/Sep05/Q847257.22/D1189064952000/E248			Total Amount Of Bid For Entire Project :			

**Vendor 1 of 8: MOUNTAIN CREEK CONTRACTORS INC (1983)
Call Order 022 (Proposal: C203036)**

Bid Information

County: HAYWOOD
Address:
Signature Check: Donovan_R._Phillips_1983
Time Bid Received: October 15, 2013 01:47 PM
Amendment Count: 0

Bid Checksum: B5CA6276
Bid Total: \$11,688,234.11
Items Total: \$11,688,234.11
Time Total: \$0.00

Bidding Errors:
None.

DBE GOAL SET	10.0
DBE GOAL MET	10.0

Vendor 1 of 8: MOUNTAIN CREEK CONTRACTORS INC (1983)
Call Order 022 (Proposal: C203036)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC13410772	Agency Execution Date: 9/23/2013 12
Paid by Check: No	Surety Name: surety2000
Bond Percent: 5%	Bond Agency Name: Arch Insurance Company

Vendor 1983's Bid Information for Call 022, Letting L131015, 10/15/13

Mountain Creek Contractors, Inc. (1983)
 Call Order 022 (Proposal ID C203036)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
4729WB	THERESA'S CONCRETE SERVICE, INC PO BOX 1513 , SALISBURY, NC 28145		Sub	460,090.00 Committed
5534 WB	HIGH COUNTRY HYDROSEEDING INC 276 SWEETWATER DRIVE , CANTON, NC 28716		Sub	232,245.00 Committed
4898 WB	BULLINGTON CONSTRUCTION INC 417 FOXGLOVE LANE , INDIAN TRAIL, NC 28079		Sub	78,343.56 Committed
2855WB	BOSS CONSTRUCTION CO., INC. 229 BOXWOOD CHURCH ROAD , MOCKSVILLE, NC 27028		Sub	28,203.70 Committed
8654 MB	BENNIE A GASKIN HAULING INC P.O. BOX 2653 , CANDLER, NC 28715		Sub	40,480.00 Committed
7876 WB	EMERY SEALCO, INC. P.O. BOX 814 , ARDEN, NC 28704		Sub	8,055.80 Committed
4761 WB	TRAFFIC CONTROL SAFETY SERVICES POST OFFICE BOX 24511 , WINSTON-SALEM, NC 27114		Sub	72,016.10 Committed
4761 WB	TRAFFIC CONTROL SAFETY SERVICES POST OFFICE BOX 24511 , WINSTON-SALEM, NC 27114		Sup	92,887.98 Committed
11206WB	K & M PRODUCTS OF NC, INC. 3248 PATTON RD , FRANKLIN, NC 28734		Sup	38,488.00 Committed
3230WB	HIATT & MASON ENTERPRISES, INC POST OFFICE BOX 1378 , MOUNT AIRY, NC 27030		Sub	64,271.29 Committed
9157 WB	MOUNTAIN TRUCKING INC P.O. BOX 424 , MARBLE, NC 28905		Sub	107,040.00 Committed
			TOTAL:	\$1,169,571.04 10.01%

Vendor 1983's Bid Information for Call 022, Letting L131015, 10/15/13

Mountain Creek Contractors, Inc. (1983)
 Call Order 022 (Proposal ID C203036)

Miscellaneous Data Info - Contractor Responses:

NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:
 NOT ANSWERED
 NOT ANSWERED
 NOT ANSWERED
 NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

It is the desire of the Bidder to be awarded contracts, the value of which

will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	

Bid Bond Data Info - Contractor Responses:

=====

BondID: SNC13410772
 Surety Registry Agency: surety2000
 Verified?: Yes
 Surety Agency: Arch Insurance Company
 Bond Execution Date: 9/23/2013 12
 Bond Amount: \$584,411.71 (Five Percent of Bid)

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
Section 0001 ROADWAY ITEMS - NPAR (TOWN OF WAYNESVILLE)				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	580,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	100,000.00
0003	0001000000-E CLEARING & GRUBBING .. ACRE(S)	LUMP	LUMP	640,000.00
0004	0008000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000 ACR	5,000.00000	5,000.00
0005	0022000000-E UNCLASSIFIED EXCAVATION	113,000.000 CY	6.25000	706,250.00
0006	0029000000-N REINFORCED BRIDGE APPROACH FILL, STATION ***** (67+27.56)	LUMP	LUMP	50,000.00
0007	0036000000-E UNDERCUT EXCAVATION	500.000 CY	25.00000	12,500.00
0008	0106000000-E BORROW EXCAVATION	48,000.000 CY	8.50000	408,000.00
0009	0134000000-E DRAINAGE DITCH EXCAVATION	290.000 CY	20.00000	5,800.00
0010	0141000000-E BERM DITCH CONSTRUCTION	240.000 LF	30.00000	7,200.00

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0011	0156000000-E REMOVAL OF EXISTING ASPHALT PAVEMENT	12,170.000 SY	4.00000		48,680.00	
0012	0177000000-E BREAKING OF EXISTING ASPHALT PAVEMENT	370.000 SY	2.00000		740.00	
0013	0192000000-N PROOF ROLLING	7.000 HR	200.00000		1,400.00	
0014	0194000000-E SELECT GRANULAR MATERIAL, CLASS III	500.000 CY	30.00000		15,000.00	
0015	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	14,265.000 SY	1.25000		17,831.25	
0016	0199000000-E TEMPORARY SHORING	3,200.000 SF	50.00000		160,000.00	
0017	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1,915.000 TON	38.00000		72,770.00	
0018	0320000000-E FOUNDATION CONDITIONING GEOTEXTILE	4,240.000 SY	3.00000		12,720.00	
0019	0366000000-E 15" RC PIPE CULVERTS, CLASS III	4,222.000 LF	40.00000		168,880.00	
0020	0372000000-E 18" RC PIPE CULVERTS, CLASS III	928.000 LF	45.00000		41,760.00	
0021	0378000000-E 24" RC PIPE CULVERTS, CLASS III	668.000 LF	50.00000		33,400.00	
0022	0384000000-E 30" RC PIPE CULVERTS, CLASS III	568.000 LF	60.00000		34,080.00	

State of NC
Dept of Transportation

Date: 09-17-13
Revised:

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0023	0390000000-E 36" RC PIPE CULVERTS, CLASS III	60.000 LF	125.00000		7,500.00	
0024	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	312.000 LF	45.00000		14,040.00	
0025	0576000000-E ***" CS PIPE CULVERTS, *****" THICK (54", 0.109")	32.000 LF	200.00000		6,400.00	
0026	0582000000-E 15" CS PIPE CULVERTS, 0.064" THICK	324.000 LF	40.00000		12,960.00	
0027	0588000000-E 18" CS PIPE CULVERTS, 0.064" THICK	188.000 LF	45.00000		8,460.00	
0028	0636000000-E ***" CS PIPE ELBOWS, *****" THICK (15", 0.064")	7.000 EA	500.00000		3,500.00	
0029	0636000000-E ***" CS PIPE ELBOWS, *****" THICK (18", 0.064")	3.000 EA	600.00000		1,800.00	
0030	0995000000-E PIPE REMOVAL	395.000 LF	10.00000		3,950.00	
0031	1011000000-N FINE GRADING	LUMP	LUMP		150,000.00	
0032	1099700000-E CLASS IV SUBGRADE STABILIZA- TION	6,000.000 TON	25.00000		150,000.00	
0033	1110000000-E STABILIZER AGGREGATE	500.000 TON	25.00000		12,500.00	
0034	1121000000-E AGGREGATE BASE COURSE	870.000 TON	30.00000		26,100.00	

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0035	1220000000-E INCIDENTAL STONE BASE	2,500.000 TON	40.00000	100,000.00
0036	1489000000-E ASPHALT CONC BASE COURSE, TYPE B25.0B	8,850.000 TON	65.00000	575,250.00
0037	1498000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	4,630.000 TON	65.00000	300,950.00
0038	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	6,760.000 TON	65.00000	439,400.00
0039	1575000000-E ASPHALT BINDER FOR PLANT MIX	1,020.000 TON	575.00000	586,500.00
0040	1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR	70.000 TON	275.00000	19,250.00
0041	1881000000-E GENERIC PAVING ITEM PEDESTRIAN SAFETY RAIL	385.000 LF	52.00000	20,020.00
0042	2022000000-E SUBDRAIN EXCAVATION	168.000 CY	15.00000	2,520.00
0043	2033000000-E SUBDRAIN FINE AGGREGATE	84.000 CY	80.00000	6,720.00
0044	2044000000-E 6" PERFORATED SUBDRAIN PIPE	500.000 LF	5.00000	2,500.00
0045	2070000000-N SUBDRAIN PIPE OUTLET	1.000 EA	300.00000	300.00
0046	2077000000-E 6" OUTLET PIPE	6.000 LF	30.00000	180.00

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0047	2143000000-E BLOTTING SAND	15.000 TON	30.00000	450.00
0048	2190000000-N TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	10.000 EA	1,000.00000	10,000.00
0049	2253000000-E PIPE COLLARS	2.600 CY	1,000.00000	2,600.00
0050	2264000000-E PIPE PLUGS	1.230 CY	1,000.00000	1,230.00
0051	2275000000-E FLOWABLE FILL	90.000 CY	250.00000	22,500.00
0052	2286000000-N MASONRY DRAINAGE STRUCTURES	86.000 EA	1,250.00000	107,500.00
0053	2308000000-E MASONRY DRAINAGE STRUCTURES	11.400 LF	300.00000	3,420.00
0054	2364000000-N FRAME WITH TWO GRATES, STD 840.16	7.000 EA	550.00000	3,850.00
0055	2366000000-N FRAME WITH TWO GRATES, STD 840.24	11.000 EA	550.00000	6,050.00
0056	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	6.000 EA	600.00000	3,600.00
0057	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	29.000 EA	600.00000	17,400.00

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0058	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	25.000 EA	600.00000		15,000.00	
0059	2396000000-N FRAME WITH COVER, STD 840.54	2.000 EA	400.00000		800.00	
0060	2451000000-N CONCRETE TRANSITIONAL SECTION FOR DROP INLET	1.000 EA	650.00000		650.00	
0061	2535000000-E ***X*** CONCRETE CURB (8" X 18")	260.000 LF	14.00000		3,640.00	
0062	2535000000-E ***X*** CONCRETE CURB (9" X 18")	170.000 LF	14.00000		2,380.00	
0063	2549000000-E 2'-6" CONCRETE CURB & GUTTER	14,320.000 LF	16.00000		229,120.00	
0064	2591000000-E 4" CONCRETE SIDEWALK	4,800.000 SY	32.00000		153,600.00	
0065	2605000000-N CONCRETE CURB RAMP	40.000 EA	800.00000		32,000.00	
0066	2612000000-E 6" CONCRETE DRIVEWAY	360.000 SY	42.00000		15,120.00	
0067	2647000000-E 5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	140.000 SY	46.00000		6,440.00	
0068	2655000000-E 5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	70.000 SY	46.00000		3,220.00	
0069	2738000000-E GENERIC PAVING ITEM 8" CONCRETE TRUCK APRON	290.000 SY	48.00000		13,920.00	

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0070	2830000000-N ADJUSTMENT OF MANHOLES	3.000 EA	1,000.00000		3,000.00	
0071	3030000000-E STEEL BM GUARDRAIL	262.500 LF	14.50000		3,806.25	
0072	3150000000-N ADDITIONAL GUARDRAIL POSTS	5.000 EA	11.00000		55.00	
0073	3270000000-N GUARDRAIL ANCHOR UNITS, TYPE 350	6.000 EA	1,750.00000		10,500.00	
0074	3317000000-N GUARDRAIL ANCHOR UNITS, TYPE B-77	4.000 EA	1,400.00000		5,600.00	
0075	3380000000-E TEMPORARY STEEL BM GUARDRAIL	400.000 LF	6.00000		2,400.00	
0076	3389100000-N TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE 350	2.000 EA	850.00000		1,700.00	
0077	3563000000-E TEMP **" WOVEN WIRE FENCE, COMPLETE W/POSTS (48")	370.000 LF	6.50000		2,405.00	
0078	3575000000-E GENERIC FENCING ITEM TEMPORARY CHAIN LINK FENCE, 72" FABRIC	181.000 LF	12.50000		2,262.50	
0079	3578000000-N GENERIC FENCING ITEM TEMPORARY METAL LINE POSTS FOR 72" CHAIN LINK FENCE	18.000 EA	46.00000		828.00	
0080	3578000000-N GENERIC FENCING ITEM TEMPORARY METAL TERMINAL POSTS FOR 72" CHAIN LINK FENCE	2.000 EA	125.00000		250.00	

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0081	3628000000-E RIP RAP, CLASS I	13.000 TON	75.00000	975.00
0082	3649000000-E RIP RAP, CLASS B	100.000 TON	60.00000	6,000.00
0083	3656000000-E GEOTEXTILE FOR DRAINAGE	4,250.000 SY	2.00000	8,500.00
0084	3659000000-N PREFORMED SCOUR HOLES WITH LEVEL SPREADER APRON	5.000 EA	1,250.00000	6,250.00
0085	4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL	422.000 LF	6.58000	2,776.76
0086	4102000000-N SIGN ERECTION, TYPE E	27.000 EA	95.00000	2,565.00
0087	4108000000-N SIGN ERECTION, TYPE F	4.000 EA	125.00000	500.00
0088	4116100000-N SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (D)	1.000 EA	385.00000	385.00
0089	4155000000-N DISPOSAL OF SIGN SYSTEM, U-CHANNEL	31.000 EA	5.00000	155.00
0090	4400000000-E WORK ZONE SIGNS (STATIONARY)	1,567.000 SF	4.99000	7,819.33
0091	4405000000-E WORK ZONE SIGNS (PORTABLE)	512.000 SF	8.85000	4,531.20
0092	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	330.000 SF	5.55000	1,831.50

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0093	4415000000-N FLASHING ARROW BOARD	1.000 EA	2,350.00000		2,350.00	
0094	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	6.000 EA	9,995.00000		59,970.00	
0095	4430000000-N DRUMS	416.000 EA	32.00000		13,312.00	
0096	4435000000-N CONES	70.000 EA	15.85000		1,109.50	
0097	4445000000-E BARRICADES (TYPE III)	392.000 LF	17.95000		7,036.40	
0098	4450000000-N FLAGGER	9,600.000 HR	18.00000		172,800.00	
0099	4465000000-N TEMPORARY CRASH CUSHIONS	4.000 EA	3,800.00000		15,200.00	
0100	4470000000-N RESET TEMPORARY CRASH CUSHION	4.000 EA	1,500.00000		6,000.00	
0101	4480000000-N TMA	1.000 EA	15,515.00000		15,515.00	
0102	4485000000-E PORTABLE CONCRETE BARRIER	400.000 LF	23.90000		9,560.00	
0103	4500000000-E RESET PORTABLE CONCRETE BAR- RIER	400.000 LF	5.00000		2,000.00	
0104	4510000000-N LAW ENFORCEMENT	300.000 HR	40.00000		12,000.00	

State of NC
Dept of Transportation

Date: 09-17-13
Revised:

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0105	4516000000-N SKINNY DRUM	120.000	28.00000	3,360.00
		EA		
0106	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	463.000	5.00000	2,315.00
		EA		
0107	4685000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	2,054.000	0.55000	1,129.70
		LF		
0108	4686000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	8,768.000	0.62000	5,436.16
		LF		
0109	4695000000-E THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	132.000	2.00000	264.00
		LF		
0110	4697000000-E THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	203.000	3.00000	609.00
		LF		
0111	4702000000-E THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	52.000	4.00000	208.00
		LF		
0112	4710000000-E THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	182.000	6.50000	1,183.00
		LF		
0113	4721000000-E THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	3.000	100.00000	300.00
		EA		
0114	4725000000-E THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	60.000	100.00000	6,000.00
		EA		
0115	4770000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)	2,332.000	1.60000	3,731.20
		LF		

State of NC
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Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0116	4810000000-E PAINT PAVEMENT MARKING LINES (4")	166,560.000 LF	0.25000		41,640.00	
0117	4835000000-E PAINT PAVEMENT MARKING LINES (24")	744.000 LF	2.00000		1,488.00	
0118	4840000000-N PAINT PAVEMENT MARKING CHARAC-TER	30.000 EA	20.00000		600.00	
0119	4845000000-N PAINT PAVEMENT MARKING SYMBOL	101.000 EA	50.00000		5,050.00	
0120	4850000000-E REMOVAL OF PAVEMENT MARKING LINES (4")	5,700.000 LF	1.00000		5,700.00	
0121	4870000000-E REMOVAL OF PAVEMENT MARKING LINES (24")	360.000 LF	3.00000		1,080.00	
0122	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	32.000 EA	10.00000		320.00	
0123	4905000000-N SNOWPLOWABL E PAVEMENT MARKERS	167.000 EA	29.00000		4,843.00	
0124	5325000000-E *** WATER LINE (1")	10.000 LF	34.00000		340.00	
0125	5325000000-E *** WATER LINE (1-1/4")	62.000 LF	22.00000		1,364.00	
0126	5325200000-E 2" WATER LINE	402.000 LF	19.00000		7,638.00	
0127	5325400000-E 4" WATER LINE	21.000 LF	30.00000		630.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0128	5325600000-E 6" WATER LINE	82.000 LF	35.50000		2,911.00	
0129	5325800000-E 8" WATER LINE	262.000 LF	36.50000		9,563.00	
0130	5326000000-E 10" WATER LINE	2,790.000 LF	39.00000		108,810.00	
0131	5326200000-E 12" WATER LINE	1,308.000 LF	50.00000		65,400.00	
0132	5536000000-E 2" VALVE	4.000 EA	709.00000		2,836.00	
0133	5538000000-E 4" VALVE	1.000 EA	803.00000		803.00	
0134	5540000000-E 6" VALVE	2.000 EA	890.00000		1,780.00	
0135	5546000000-E 8" VALVE	2.000 EA	1,268.00000		2,536.00	
0136	5552000000-E 10" VALVE	4.000 EA	1,790.00000		7,160.00	
0137	5558000000-E 12" VALVE	3.000 EA	2,182.00000		6,546.00	
0138	5589100000-E 1" AIR RELEASE VALVE	2.000 EA	1,208.00000		2,416.00	
0139	5648000000-N RELOCATE WATER METER	15.000 EA	463.00000		6,945.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0140	5649000000-N RECONNECT WATER METER	2.000 EA	815.00000		1,630.00	
0141	5672000000-N RELOCATE FIRE HYDRANT	2.000 EA	1,802.00000		3,604.00	
0142	5800000000-E ABANDON 6" UTILITY PIPE	2,231.000 LF	3.00000		6,693.00	
0143	5801000000-E ABANDON 8" UTILITY PIPE	110.000 LF	7.30000		803.00	
0144	5802000000-E ABANDON 10" UTILITY PIPE	211.000 LF	9.50000		2,004.50	
0145	5804000000-E ABANDON 12" UTILITY PIPE	1,357.000 LF	12.00000		16,284.00	
0146	5835700000-E 16" ENCASEMENT PIPE	54.000 LF	34.50000		1,863.00	
0147	5835800000-E 18" ENCASEMENT PIPE	60.000 LF	60.00000		3,600.00	
0148	5871500000-E TRENCHLESS INSTALLATION OF 8" IN SOIL	12.500 LF	458.00000		5,725.00	
0149	5871510000-E TRENCHLESS INSTALLATION OF 8" NOT IN SOIL	12.500 LF	458.00000		5,725.00	
0150	5882000000-N GENERIC UTILITY ITEM RELOCATE EXISTING WATER VAULT	1.000 EA	11,104.00000		11,104.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0151	5888000000-E GENERIC UTILITY ITEM 10" WATER LINE WITH TEMPORARY BYPASS	211.000 LF	83.50000	17,618.50
0152	5888000000-E GENERIC UTILITY ITEM BURIED POWER DUCT	299.000 LF	30.00000	8,970.00
0153	5888000000-E GENERIC UTILITY ITEM BURIED TELECOMMUNICATIONS DUCT	367.000 LF	19.50000	7,156.50
0154	6000000000-E TEMPORARY SILT FENCE	6,800.000 LF	2.00000	13,600.00
0155	6006000000-E STONE FOR EROSION CONTROL, CLASS A	2,350.000 TON	32.00000	75,200.00
0156	6009000000-E STONE FOR EROSION CONTROL, CLASS B	4,000.000 TON	32.00000	128,000.00
0157	6012000000-E SEDIMENT CONTROL STONE	3,325.000 TON	32.00000	106,400.00
0158	6015000000-E TEMPORARY MULCHING	30.000 ACR	800.00000	24,000.00
0159	6018000000-E SEED FOR TEMPORARY SEEDING	750.000 LB	3.00000	2,250.00
0160	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	5.000 TON	1,200.00000	6,000.00
0161	6024000000-E TEMPORARY SLOPE DRAINS	3,500.000 LF	10.34000	36,190.00

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0162	6029000000-E SAFETY FENCE	1,200.000 LF	1.50000	1,800.00
0163	6030000000-E SILT EXCAVATION	6,500.000 CY	5.00000	32,500.00
0164	6036000000-E MATTING FOR EROSION CONTROL	60,500.000 SY	1.10000	66,550.00
0165	6037000000-E COIR FIBER MAT	60.000 SY	10.00000	600.00
0166	6038000000-E PERMANENT SOIL REINFORCEMENT MAT	750.000 SY	4.00000	3,000.00
0167	6042000000-E 1/4" HARDWARE CLOTH	4,200.000 LF	4.50000	18,900.00
0168	6045000000-E *** TEMPORARY PIPE (15")	220.000 LF	50.00000	11,000.00
0169	6070000000-N SPECIAL STILLING BASINS	30.000 EA	350.00000	10,500.00
0170	6071012000-E COIR FIBER WATTLE	500.000 LF	8.00000	4,000.00
0171	6071020000-E POLYACRYLAMIDE (PAM)	900.000 LB	12.00000	10,800.00
0172	6071030000-E COIR FIBER BAFFLE	1,215.000 LF	8.00000	9,720.00
0173	6071050000-E *** SKIMMER (1-1/2")	5.000 EA	1,000.00000	5,000.00

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0174	6084000000-E SEEDING & MULCHING	25.000 ACR	1,600.00000		40,000.00	
0175	6087000000-E MOWING	12.500 ACR	60.00000		750.00	
0176	6090000000-E SEED FOR REPAIR SEEDING	300.000 LB	5.00000		1,500.00	
0177	6093000000-E FERTILIZER FOR REPAIR SEEDING	1.000 TON	1,000.00000		1,000.00	
0178	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	575.000 LB	10.00000		5,750.00	
0179	6108000000-E FERTILIZER TOPDRESSING	17.250 TON	900.00000		15,525.00	
0180	6111000000-E IMPERVIOUS DIKE	205.000 LF	50.00000		10,250.00	
0181	6114500000-N SPECIALIZED HAND MOWING	10.000 MHR	50.00000		500.00	
0182	6117000000-N RESPONSE FOR EROSION CONTROL	100.000 EA	1.00000		100.00	
0183	6123000000-E REFORESTATION	2.000 ACR	1,500.00000		3,000.00	
0184	6126000000-E STREAMBANK REFORESTATION	0.200 ACR	15,000.00000		3,000.00	
0185	7048500000-E PEDESTRIAN SIGNAL HEAD (16", 1SECTION W/COUNTDOWN)	6.000 EA	850.00000		5,100.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0186	7060000000-E SIGNAL CABLE	3,550.000	2.25000		7,987.50	
		LF				
0187	7120000000-E VEHICLE SIGNAL HEAD (12", 3 SECTION)	11.000	750.00000		8,250.00	
		EA				
0188	7132000000-E VEHICLE SIGNAL HEAD (12", 4 SECTION)	5.000	900.00000		4,500.00	
		EA				
0189	7144000000-E VEHICLE SIGNAL HEAD (12", 5 SECTION)	2.000	1,050.00000		2,100.00	
		EA				
0190	7288000000-E PAVED TRENCHING (*****) (1, 2")	130.000	20.00000		2,600.00	
		LF				
0191	7300000000-E UNPAVED TRENCHING (*****) (1, 2")	1,320.000	6.00000		7,920.00	
		LF				
0192	7301000000-E DIRECTIONAL DRILL (*****) (3, 2")	455.000	22.00000		10,010.00	
		LF				
0193	7324000000-N JUNCTION BOX (STANDARD SIZE)	13.000	265.00000		3,445.00	
		EA				
0194	7348000000-N JUNCTION BOX (OVER-SIZED, HEA-VY DUTY)	10.000	450.00000		4,500.00	
		EA				
0195	7444000000-E INDUCTIVE LOOP SAWCUT	2,110.000	6.75000		14,242.50	
		LF				
0196	7456000000-E LEAD-IN CABLE (*****) (14-2)	5,550.000	1.50000		8,325.00	
		LF				
0197	7588000000-N METAL POLE WITH SINGLE MAST ARM	7.000	11,960.00000		83,720.00	
		EA				

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Contract ID: C203036 Project(s): STP-1184(4)
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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0198	7613000000-N SOIL TEST	7.000 EA	900.00000		6,300.00	
0199	7614100000-E DRILLED PIER FOUNDATION	105.000 CY	300.00000		31,500.00	
0200	7631000000-N MAST ARM WITH METAL POLE DE- SIGN	7.000 EA	50.00000		350.00	
0201	7636000000-N SIGN FOR SIGNALS	1.000 EA	175.00000		175.00	
0202	7642200000-N TYPE II PEDESTAL WITH FOUND- ATION	1.000 EA	1,000.00000		1,000.00	
0203	7684000000-N SIGNAL CABINET FOUNDATION	2.000 EA	900.00000		1,800.00	
0204	7756000000-N CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	2.000 EA	10,750.00000		21,500.00	
0205	7780000000-N DETECTOR CARD (TYPE 2070L)	19.000 EA	100.00000		1,900.00	
0206	7901000000-N CABINET BASE EXTENDER	2.000 EA	350.00000		700.00	
0207	7960000000-N METAL POLE FOUNDATION REMOVAL	3.000 EA	600.00000		1,800.00	
0208	7972000000-N METAL POLE REMOVAL	3.000 EA	400.00000		1,200.00	

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Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0209	7980000000-N GENERIC SIGNAL ITEM POWDER GREEN COATING FOR SINGLE MAST ARM WITH METAL POLE EA	7.000	1,120.00000		7,840.00	
Section 0001 Total						7,911,115.25

Section 0002 CULVERT ITEMS

Alt Group

0210	8126000000-N CULVERT EXCAVATION, STA ***** (14+25.00-L-)	LUMP	LUMP		62,165.00	
0211	8126000000-N CULVERT EXCAVATION, STA ***** (24+21.50-L-)	LUMP	LUMP		49,000.00	
0212	8126000000-N CULVERT EXCAVATION, STA ***** (84+01.60-L-)	LUMP	LUMP		44,000.00	
0213	8133000000-E FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	337.000	50.00000	16,850.00		
0214	8196000000-E CLASS A CONCRETE (CULVERT)	415.600	900.00000	374,040.00		
0215	8245000000-E REINFORCING STEEL (CULVERT)	46,348.000	1.00000	46,348.00		
0216	8590000000-E RIP RAP, CLASS ** (I)	92.000	75.00000	6,900.00		
Section 0002 Total						599,303.00

Section 0003 WALL ITEMS

Alt Group

Contract ID: C203036 Project(s): STP-1184(4)
Letting Date: 10-15-13 Call Order: 022
Bidder: 1983 - Mountain Creek Contractors, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0217	8802030000-E SEGMENTAL GRAVITY RETAINING WALLS	114.000	60.00000	6,840.00
		SF		
0218	8847000000-E GENERIC RETAINING WALL ITEM MSE	820.000	85.00000	69,700.00
	RETAINING WALL NO 1			
		SF		
0219	8847000000-E GENERIC RETAINING WALL ITEM MSE	1,415.000	60.00000	84,900.00
	RETAINING WALL NO 2			
		SF		
Section 0003 Total				161,440.00

Section 0004 STRUCTURE ITEMS

Alt Group

0220	8017000000-N CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (67+29.11-L-)	LUMP	LUMP	75,000.00
0221	8035000000-N REMOVAL OF EXISTING STRUCTURE AT STATION ***** (67+29.11-L-)	LUMP	LUMP	60,000.00
0222	8105500000-E **'-**" DIA DRILLED PIERS IN SOIL (5'-6")	285.840	1,300.00000	371,592.00
		LF		
0223	8105600000-E **'-**" DIA DRILLED PIERS NOT IN SOIL (5'-6")	226.000	1,400.00000	316,400.00
		LF		
0224	8111000000-E PERMANENT STEEL CASING FOR **'-**" DIA DRILLED PIER (5'-6")	107.490	400.00000	42,996.00
		LF		
0225	8113000000-N SID INSPECTIONS	1.000	500.00000	500.00
		EA		

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0226	8114000000-N SPT TESTING	1.000	500.00000		500.00	
		EA				
0227	8115000000-N CSL TESTING	1.000	2,000.00000		2,000.00	
		EA				
0228	8121000000-N UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (67+29.11-L-)	LUMP	LUMP		15,000.00	
0229	8147000000-E REINFORCED CONCRETE DECK SLAB	23,133.000	25.00000		578,325.00	
		SF				
0230	8161000000-E GROOVING BRIDGE FLOORS	18,755.000	0.36000		6,751.80	
		SF				
0231	8182000000-E CLASS A CONCRETE (BRIDGE)	620.300	575.00000		356,672.50	
		CY				
0232	8210000000-N BRIDGE APPROACH SLABS, STATION***** (67+29.11-L-)	LUMP	LUMP		50,000.00	
0233	8217000000-E REINFORCING STEEL (BRIDGE)	123,480.000	0.75000		92,610.00	
		LB				
0234	8238000000-E SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	35,630.000	1.25000		44,537.50	
		LB				
0235	8265000000-E 54" PRESTRESSED CONCRETE GIRDERS	3,144.640	180.00000		566,035.20	
		LF				
0236	8364000000-E HP12X53 STEEL PILES	505.000	45.00000		22,725.00	
		LF				

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0237	8475000000-E TWO BAR METAL RAIL	526.470 LF	105.00000		55,279.35	
0238	8482000000-E THREE BAR METAL RAIL	518.670 LF	140.00000		72,613.80	
0239	8517000000-E 1'-**"X ***** CONCRETE PARA- PET (1'-2" X 2'-6")	534.870 LF	70.00000		37,440.90	
0240	8524000000-E *** CHAIN LINK FENCE (120")	105.480 LF	141.00000		14,872.68	
0241	8524000000-E *** CHAIN LINK FENCE (72")	106.180 LF	128.50000		13,644.13	
0242	8531000000-E 4" SLOPE PROTECTION	335.000 SY	46.00000		15,410.00	
0243	8594000000-E RIP RAP, CLASS B	329.000 TON	60.00000		19,740.00	
0244	8622000000-E GEOTEXTILE FOR DRAINAGE	365.000 SY	2.00000		730.00	
0245	8657000000-N ELASTOMERIC BEARINGS	LUMP	LUMP		20,000.00	
0246	8706000000-N EXPANSION JOINT SEALS	LUMP	LUMP		75,000.00	
0247	8860000000-N GENERIC STRUCTURE ITEM POWERLINE CONDUIT AND HANGER SYSTEM	LUMP	LUMP		50,000.00	

Contract ID: C203036 Project(s): STP-1184(4)
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Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Cts
0248	8860000000-N GENERIC STRUCTURE ITEM TELECOMMUNICATIONS CONDUIT AND HANGER SYSTEM	LUMP	LUMP	40,000.00
Section 0004 Total				3,016,375.86
Bid Total				✓ 11,688,234.11

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	

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

PROPOSAL: C203036
 LETTING: L131015 CALL: 022
 VENDOR: 1983 Mountain Creek Contractors, Inc.

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
DBE SUBCONTRACTOR: 4729 THERESA'S CONCRETE SERVICE, INC.						
Will Use Quote: Yes						
0061	2535000000-E	**"X**" CONC LF		260.000	14.00000	3640.00
0062	2535000000-E	**"X**" CONC LF		170.000	14.00000	2380.00
0063	2549000000-E	2'-6" CONC C LF		14320.000	16.00000	229120.00
0064	2591000000-E	4" CONCRETE SY		4800.000	32.00000	153600.00
0065	2605000000-N	CONCRETE CUR EA		40.000	800.00000	32000.00
0066	2612000000-E	6" CONCRETE SY		360.000	42.00000	15120.00
0067	2647000000-E	5" MONO CONC SY		140.000	46.00000	6440.00
0068	2655000000-E	5" MONO CONC SY		70.000	46.00000	3220.00
0069	2738000000-E	GENERIC PAVI SY		290.000	48.00000	13920.00
0060	2451000000-N	CONC TRANS S EA		1.000	650.00000	650.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 460,090.00 Committed
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 460,090

DBE SUBCONTRACTOR: 5534 HIGH COUNTRY HYDROSEEDING INC
 Will Use Quote: Yes

0154	6000000000-E	TEMPORARY SI LF		6800.000	2.00000	13600.00
0159	6018000000-E	SEED FOR TEM LB		750.000	3.00000	2250.00
0158	6015000000-E	TEMPORARY MU ACR		30.000	800.00000	24000.00
0160	6021000000-E	FERT FOR TEM TON		5.000	1200.00000	6000.00
0162	6029000000-E	SAFETY FENCE LF		1200.000	1.50000	1800.00
0164	6036000000-E	MATTING FOR SY		60500.000	1.10000	66550.00
0165	6037000000-E	COIR FIBER M SY		60.000	10.00000	600.00
0166	6038000000-E	PERM SOIL RE SY		750.000	4.00000	3000.00
0170	6071012000-E	COIR FIBER W LF		500.000	8.00000	4000.00
0172	6071030000-E	COIR FIBER B LF		1215.000	8.00000	9720.00
0174	6084000000-E	SEEDING AND ACR		25.000	1600.00000	40000.00
0175	6087000000-E	MOWING ACR		12.500	60.00000	750.00
0176	6090000000-E	SEED FOR REP LB		300.000	5.00000	1500.00
0177	6093000000-E	FERT FOR REP TON		1.000	1000.00000	1000.00
0178	6096000000-E	SEED FOR SUP LB		575.000	10.00000	5750.00
0179	6108000000-E	FERTILIZER T TON		17.250	900.00000	15525.00
0181	6114500000-N	SPECIALIZED MHR		10.000	50.00000	500.00
0183	6123000000-E	REFORESTATIO ACR		2.000	1500.00000	3000.00
0184	6126000000-E	STREAMBANK R ACR		0.200	15000.00000	3000.00
0167	6042000000-E	1/4" HARDWAR LF		4200.000	4.50000	18900.00
0171	6071020000-E	POLYACRYLAMI LB		900.000	12.00000	10800.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 232,245.00 Committed
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 232,245

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
DBE SUBCONTRACTOR: 4898 BULLINGTON CONSTRUCTION INC						
Will Use Quote: Yes						
0041	1881000000-E	GENERIC PAVI	LF	385.000	52.00000	20020.00
0077	3563000000-E	TEMP **" WW	LF	370.000	6.50000	2405.00
0078	3575000000-E	GENERIC FENC	LF	181.000	12.50000	2262.50
0079	3578000000-N	GENERIC FENC	EA	18.000	46.00000	828.00
0080	3578000000-N	GENERIC FENC	EA	2.000	125.00000	250.00
0071	3030000000-E	STL BM GUARD	LF	262.500	14.50000	3806.25
0072	3150000000-N	ADDIT GUARDR	EA	5.000	11.00000	55.00
0073	3270000000-N	GR ANCHOR TY	EA	6.000	1750.00000	10500.00
0074	3317000000-N	GR ANCHOR TY	EA	4.000	1400.00000	5600.00
0075	3380000000-E	TEMP STL BM	LF	400.000	6.00000	2400.00
0076	3389100000-N	TEMP GDRL AN	EA	2.000	850.00000	1700.00
0240	8524000000-E	**" CHAIN LI	LF	105.480	141.00000	14872.68
0241	8524000000-E	**" CHAIN LI	LF	106.180	128.50000	13644.13

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 78,343.56 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 78,343.

DBE SUBCONTRACTOR: 2855 BOSS CONSTRUCTION CO., INC.
Will Use Quote: Yes

0239	8517000000-E	1'-**"X*****	LF	534.870	52.73000	28203.70
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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 28,203.70 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 28,203.

DBE SUBCONTRACTOR: 8654 BENNIE A GASKIN HAULING INC
Will Use Quote: Yes

0036	1489000000-E	ASP CONC BAS	TON	4425.000	4.00000	17700.00
0037	1498000000-E	ASP CONC INT	TON	2315.000	4.00000	9260.00
0038	1519000000-E	ASP CONC SUR	TON	3380.000	4.00000	13520.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 40,480.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 40,480.

DBE SUBCONTRACTOR: 7876 EMERY SEALCO, INC.
Will Use Quote: Yes

0037	1498000000-E	ASP CONC INT	TON	480.000	2.00000	960.00
0038	1519000000-E	ASP CONC SUR	TON	850.000	2.00000	1700.00
0039	1575000000-E	ASP FOR PLAN	TON	1020.000	5.29000	5395.80

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 8,055.80 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 8,055.8

DBE SUBCONTRACTOR: 4761 TRAFFIC CONTROL SAFETY SERVICES, INC.
Will Use Quote: Yes

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
0085	4072000000-E	SUPPORT, 3-L	LF	422.000	4.88000	2059.36
0086	4102000000-N	SIGN ERECTIO	EA	27.000	55.00000	1485.00
0087	4108000000-N	SIGN ERECTIO	EA	4.000	75.00000	300.00
0088	4116100000-N	SIGN ERECT,	EA	1.000	100.00000	100.00
0089	4155000000-N	DISPOSE SIGN	EA	31.000	1.00000	31.00
0090	4400000000-E	WORK ZONE SI	SF	1567.000	4.22000	6612.74
0092	4410000000-E	WORK ZONE SI	SF	330.000	6.00000	1980.00
0097	4445000000-E	BARRICADES (LF	392.000	19.00000	7448.00
0099	4465000000-N	TEMPORARY CR	EA	4.000	4000.00000	16000.00
0101	4480000000-N	TMA	EA	1.000	22500.00000	22500.00
0102	4485000000-E	PORT CONC BA	LF	400.000	18.50000	7400.00
0103	4500000000-E	RESET PORT C	LF	400.000	2.75000	1100.00
0105	4516000000-N	SKINNY DRUM	EA	0.000	28.89000	0.00
0100	4470000000-N	RESET CRASH	EA	4.000	1250.00000	5000.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 72,016.10 Committed
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 72,016.

DBE SUBCONTRACTOR: 4761 TRAFFIC CONTROL SAFETY SERVICES, INC.
 Will Use Quote: Yes

0091	4405000000-E	WORK ZONE SI	SF	512.000	7.76000	3973.12
0093	4415000000-N	FLASHING ARR	EA	1.000	3210.00000	3210.00
0094	4420000000-N	PORTABLE CHA	EA	6.000	10700.00000	64200.00
0095	4430000000-N	DRUMS	EA	416.000	40.66000	16914.56
0096	4435000000-N	CONES	EA	70.000	16.05000	1123.50
0105	4516000000-N	SKINNY DRUM	EA	120.000	28.89000	3466.80

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 92,887.98 Committed
 DBE COMMITMENT TOTAL FOR VENDOR (Supplier) \$55,732

DBE SUBCONTRACTOR: 11206 K & M PRODUCTS OF NC, INC.
 Will Use Quote: Yes

0052	2286000000-N	MASRY DRAIN	EA	86.000	425.00000	36550.00
0053	2308000000-E	MASRY DRAIN	LF	11.400	170.00000	1938.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 38,488.00 Committed
 DBE COMMITMENT TOTAL FOR VENDOR (Supplier) \$23,092

DBE SUBCONTRACTOR: 3230 HIATT & MASON ENTERPRISES, INC
 Will Use Quote: Yes

0229	8147000000-E	REINF CONCRE	SF	23132.998	1.74710	40415.66
0232	8210000000-N	BRG APPR SLA	LS	1.000	1978.00000	1978.00
0233	8217000000-E	REINF STEEL	LB	123480.000	0.13750	16978.50
0234	8238000000-E	SPIRAL COL R	LB	35630.000	0.13750	4899.13

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 64,271.29 Committed
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 64,271.

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	580,000.00	580,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	100,000.00	100,000.00
0003	0001000000-E	200	CLEARING & GRUBBING ... ACRE(S)	Lump Sum LS	640,000.00	640,000.00
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	5,000.00	5,000.00
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	113,000 CY	6.25	706,250.00
0006	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ***** (67+27.56)	Lump Sum LS	50,000.00	50,000.00
0007	0036000000-E	225	UNDERCUT EXCAVATION	500 CY	25.00	12,500.00
0008	0106000000-E	230	BORROW EXCAVATION	48,000 CY	8.50	408,000.00
0009	0134000000-E	240	DRAINAGE DITCH EXCAVATION	290 CY	20.00	5,800.00
0010	0141000000-E	240	BERM DITCH CONSTRUCTION	240 LF	30.00	7,200.00
0011	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	12,170 SY	4.00	48,680.00
0012	0177000000-E	250	BREAKING OF EXISTING ASPHALT PAVEMENT	370 SY	2.00	740.00
0013	0192000000-N	260	PROOF ROLLING	7 HR	200.00	1,400.00
0014	0194000000-E	SP	SELECT GRANULAR MATERIAL, CLASS III	500 CY	30.00	15,000.00
0015	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	14,265 SY	1.25	17,831.25
0016	0199000000-E	SP	TEMPORARY SHORING	3,200 SF	50.00	160,000.00
0017	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	1,915 TON	38.00	72,770.00
0018	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	4,240 SY	3.00	12,720.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	4,222 LF	40.00	168,880.00
0020	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	928 LF	45.00	41,760.00
0021	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	668 LF	50.00	33,400.00
0022	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	568 LF	60.00	34,080.00
0023	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	60 LF	125.00	7,500.00
0024	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	312 LF	45.00	14,040.00
0025	0576000000-E	310	*** CS PIPE CULVERTS, ***** THICK (54", 0.109")	32 LF	200.00	6,400.00
0026	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	324 LF	40.00	12,960.00
0027	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	188 LF	45.00	8,460.00
0028	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	7 EA	500.00	3,500.00
0029	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	3 EA	600.00	1,800.00
0030	0995000000-E	340	PIPE REMOVAL	395 LF	10.00	3,950.00
0031	1011000000-N	500	FINE GRADING	Lump Sum LS	150,000.00	150,000.00
0032	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	6,000 TON	25.00	150,000.00
0033	1110000000-E	510	STABILIZER AGGREGATE	500 TON	25.00	12,500.00
0034	1121000000-E	520	AGGREGATE BASE COURSE	870 TON	30.00	26,100.00
0035	1220000000-E	545	INCIDENTAL STONE BASE	2,500 TON	40.00	100,000.00

Contract Item Sheets For C203036

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0036	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	8,850 TON	65.00	575,250.00
0037	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	4,630 TON	65.00	300,950.00
0038	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	6,760 TON	65.00	439,400.00
0039	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,020 TON	575.00	586,500.00
0040	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	70 TON	275.00	19,250.00
0041	1881000000-E	SP	GENERIC PAVING ITEM PEDESTRIAN SAFETY RAIL	385 LF	52.00	20,020.00
0042	2022000000-E	815	SUBDRAIN EXCAVATION	168 CY	15.00	2,520.00
0043	2033000000-E	815	SUBDRAIN FINE AGGREGATE	84 CY	80.00	6,720.00
0044	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	500 LF	5.00	2,500.00
0045	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA	300.00	300.00
0046	2077000000-E	815	6" OUTLET PIPE	6 LF	30.00	180.00
0047	2143000000-E	818	BLOTTING SAND	15 TON	30.00	450.00
0048	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	10 EA	1,000.00	10,000.00
0049	2253000000-E	840	PIPE COLLARS	2.6 CY	1,000.00	2,600.00
0050	2264000000-E	840	PIPE PLUGS	1.23 CY	1,000.00	1,230.00
0051	2275000000-E	SP	FLOWABLE FILL	90 CY	250.00	22,500.00
0052	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	86 EA	1,250.00	107,500.00
0053	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	11.4 LF	300.00	3,420.00
0054	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	7 EA	550.00	3,850.00

Contract Item Sheets For C203036

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0055	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	11 EA	550.00	6,050.00
0056	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	6 EA	600.00	3,600.00
0057	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	29 EA	600.00	17,400.00
0058	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	25 EA	600.00	15,000.00
0059	2396000000-N	840	FRAME WITH COVER, STD 840.54	2 EA	400.00	800.00
0060	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	1 EA	650.00	650.00
0061	2535000000-E	846	***X *** CONCRETE CURB (8" X 18")	260 LF	14.00	3,640.00
0062	2535000000-E	846	***X *** CONCRETE CURB (9" X 18")	170 LF	14.00	2,380.00
0063	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	14,320 LF	16.00	229,120.00
0064	2591000000-E	848	4" CONCRETE SIDEWALK	4,800 SY	32.00	153,600.00
0065	2605000000-N	848	CONCRETE CURB RAMP	40 EA	800.00	32,000.00
0066	2612000000-E	848	6" CONCRETE DRIVEWAY	360 SY	42.00	15,120.00
0067	2647000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	140 SY	46.00	6,440.00
0068	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	70 SY	46.00	3,220.00
0069	2738000000-E	SP	GENERIC PAVING ITEM 8" CONCRETE TRUCK APRON	290 SY	48.00	13,920.00
0070	2830000000-N	858	ADJUSTMENT OF MANHOLES	3 EA	1,000.00	3,000.00
0071	3030000000-E	862	STEEL BM GUARDRAIL	262.5 LF	14.50	3,806.25
0072	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA	11.00	55.00

Contract Item Sheets For C203036

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0073	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	6 EA	1,750.00	10,500.00
0074	3317000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE B-77	4 EA	1,400.00	5,600.00
0075	3380000000-E	862	TEMPORARY STEEL BM GUARDRAIL	400 LF	6.00	2,400.00
0076	3389100000-N	SP	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE 350	2 EA	850.00	1,700.00
0077	3563000000-E	SP	TEMP *** WOVEN WIRE FENCE, COMPLETE W/POSTS (48")	370 LF	6.50	2,405.00
0078	3575000000-E	SP	GENERIC FENCING ITEM TEMPORARY CHAIN LINK FENCE, 72" FABRIC	181 LF	12.50	2,262.50
0079	3578000000-N	SP	GENERIC FENCING ITEM TEMPORARY METAL LINE POSTS FOR 72" CHAIN LINK FENCE	18 EA	46.00	828.00
0080	3578000000-N	SP	GENERIC FENCING ITEM TEMPORARY METAL TERMINAL POSTS FOR 72" CHAIN LINK FENCE	2 EA	125.00	250.00
0081	3628000000-E	876	RIP RAP, CLASS I	13 TON	75.00	975.00
0082	3649000000-E	876	RIP RAP, CLASS B	100 TON	60.00	6,000.00
0083	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	4,250 SY	2.00	8,500.00
0084	3659000000-N	SP	PREFORMED SCOUR HOLES WITH LEVEL SPREADER APRON	5 EA	1,250.00	6,250.00
0085	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	422 LF	6.58	2,776.76
0086	4102000000-N	904	SIGN ERECTION, TYPE E	27 EA	95.00	2,565.00
0087	4108000000-N	904	SIGN ERECTION, TYPE F	4 EA	125.00	500.00
0088	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (D)	1 EA	385.00	385.00
0089	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	31 EA	5.00	155.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0090	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,567 SF	4.99	7,819.33
0091	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	512 SF	8.85	4,531.20
0092	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	330 SF	5.55	1,831.50
0093	4415000000-N	1115	FLASHING ARROW BOARD	1 EA	2,350.00	2,350.00
0094	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	6 EA	9,995.00	59,970.00
0095	4430000000-N	1130	DRUMS	416 EA	32.00	13,312.00
0096	4435000000-N	1135	CONES	70 EA	15.85	1,109.50
0097	4445000000-E	1145	BARRICADES (TYPE III)	392 LF	17.95	7,036.40
0098	4450000000-N	1150	FLAGGER	9,600 HR	18.00	172,800.00
0099	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	4 EA	3,800.00	15,200.00
0100	4470000000-N	1160	RESET TEMPORARY CRASH CUSHION	4 EA	1,500.00	6,000.00
0101	4480000000-N	1165	TMA	1 EA	15,515.00	15,515.00
0102	4485000000-E	1170	PORTABLE CONCRETE BARRIER	400 LF	23.90	9,560.00
0103	4500000000-E	1170	RESET PORTABLE CONCRETE BARRIER	400 LF	5.00	2,000.00
0104	4510000000-N	SP	LAW ENFORCEMENT	300 HR	40.00	12,000.00
0105	4516000000-N	1180	SKINNY DRUM	120 EA	28.00	3,360.00
0106	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	463 EA	5.00	2,315.00
0107	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	2,054 LF	0.55	1,129.70
0108	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	8,768 LF	0.62	5,436.16

Contract Item Sheets For C203036

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0109	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	132 LF	2.00	264.00
0110	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	203 LF	3.00	609.00
0111	4702000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	52 LF	4.00	208.00
0112	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	182 LF	6.50	1,183.00
0113	4721000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	3 EA	100.00	300.00
0114	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	60 EA	100.00	6,000.00
0115	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)	2,332 LF	1.60	3,731.20
0116	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	166,560 LF	0.25	41,640.00
0117	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	744 LF	2.00	1,488.00
0118	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	30 EA	20.00	600.00
0119	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	101 EA	50.00	5,050.00
0120	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	5,700 LF	1.00	5,700.00
0121	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	360 LF	3.00	1,080.00
0122	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	32 EA	10.00	320.00
0123	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	167 EA	29.00	4,843.00
0124	5325000000-E	1510	*** WATER LINE (1")	10 LF	34.00	340.00
0125	5325000000-E	1510	*** WATER LINE (1-1/4")	62 LF	22.00	1,364.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0126	5325200000-E	1510	2" WATER LINE	402 LF	19.00	7,638.00
0127	5325400000-E	1510	4" WATER LINE	21 LF	30.00	630.00
0128	5325600000-E	1510	6" WATER LINE	82 LF	35.50	2,911.00
0129	5325800000-E	1510	8" WATER LINE	262 LF	36.50	9,563.00
0130	5326000000-E	1510	10" WATER LINE	2,790 LF	39.00	108,810.00
0131	5326200000-E	1510	12" WATER LINE	1,308 LF	50.00	65,400.00
0132	5536000000-E	1515	2" VALVE	4 EA	709.00	2,836.00
0133	5538000000-E	1515	4" VALVE	1 EA	803.00	803.00
0134	5540000000-E	1515	6" VALVE	2 EA	890.00	1,780.00
0135	5546000000-E	1515	8" VALVE	2 EA	1,268.00	2,536.00
0136	5552000000-E	1515	10" VALVE	4 EA	1,790.00	7,160.00
0137	5558000000-E	1515	12" VALVE	3 EA	2,182.00	6,546.00
0138	5589100000-E	1515	1" AIR RELEASE VALVE	2 EA	1,208.00	2,416.00
0139	5648000000-N	1515	RELOCATE WATER METER	15 EA	463.00	6,945.00
0140	5649000000-N	1515	RECONNECT WATER METER	2 EA	815.00	1,630.00
0141	5672000000-N	1515	RELOCATE FIRE HYDRANT	2 EA	1,802.00	3,604.00
0142	5800000000-E	1530	ABANDON 6" UTILITY PIPE	2,231 LF	3.00	6,693.00
0143	5801000000-E	1530	ABANDON 8" UTILITY PIPE	110 LF	7.30	803.00
0144	5802000000-E	1530	ABANDON 10" UTILITY PIPE	211 LF	9.50	2,004.50
0145	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,357 LF	12.00	16,284.00
0146	5835700000-E	1540	16" ENCASEMENT PIPE	54 LF	34.50	1,863.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0147	5835800000-E	1540	18" ENCASEMENT PIPE	60 LF	60.00	3,600.00
0148	5871500000-E	1550	TRENCHLESS INSTALLATION OF 8" IN SOIL	12.5 LF	458.00	5,725.00
0149	5871510000-E	1550	TRENCHLESS INSTALLATION OF 8" NOT IN SOIL	12.5 LF	458.00	5,725.00
0150	5882000000-N	SP	GENERIC UTILITY ITEM RELOCATE EXISTING WATER VAULT	1 EA	11,104.00	11,104.00
0151	5888000000-E	SP	GENERIC UTILITY ITEM 10" WATER LINE WITH TEMPORARY BYPASS	211 LF	83.50	17,618.50
0152	5888000000-E	SP	GENERIC UTILITY ITEM BURIED POWER DUCT	299 LF	30.00	8,970.00
0153	5888000000-E	SP	GENERIC UTILITY ITEM BURIED TELECOMMUNICATIONS DUCT	367 LF	19.50	7,156.50
0154	6000000000-E	1605	TEMPORARY SILT FENCE	6,800 LF	2.00	13,600.00
0155	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	2,350 TON	32.00	75,200.00
0156	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	4,000 TON	32.00	128,000.00
0157	6012000000-E	1610	SEDIMENT CONTROL STONE	3,325 TON	32.00	106,400.00
0158	6015000000-E	1615	TEMPORARY MULCHING	30 ACR	800.00	24,000.00
0159	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	750 LB	3.00	2,250.00
0160	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	5 TON	1,200.00	6,000.00
0161	6024000000-E	1622	TEMPORARY SLOPE DRAINS	3,500 LF	10.34	36,190.00
0162	6029000000-E	SP	SAFETY FENCE	1,200 LF	1.50	1,800.00
0163	6030000000-E	1630	SILT EXCAVATION	6,500 CY	5.00	32,500.00
0164	6036000000-E	1631	MATTING FOR EROSION CONTROL	60,500 SY	1.10	66,550.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0165	6037000000-E	SP	COIR FIBER MAT	60 SY	10.00	600.00
0166	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	750 SY	4.00	3,000.00
0167	6042000000-E	1632	1/4" HARDWARE CLOTH	4,200 LF	4.50	18,900.00
0168	6045000000-E	SP	*** TEMPORARY PIPE (15")	220 LF	50.00	11,000.00
0169	6070000000-N	1639	SPECIAL STILLING BASINS	30 EA	350.00	10,500.00
0170	6071012000-E	SP	COIR FIBER WATTLE	500 LF	8.00	4,000.00
0171	6071020000-E	SP	POLYACRYLAMIDE (PAM)	900 LB	12.00	10,800.00
0172	6071030000-E	1640	COIR FIBER BAFFLE	1,215 LF	8.00	9,720.00
0173	6071050000-E	SP	*** SKIMMER (1-1/2")	5 EA	1,000.00	5,000.00
0174	6084000000-E	1660	SEEDING & MULCHING	25 ACR	1,600.00	40,000.00
0175	6087000000-E	1660	MOWING	12.5 ACR	60.00	750.00
0176	6090000000-E	1661	SEED FOR REPAIR SEEDING	300 LB	5.00	1,500.00
0177	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1 TON	1,000.00	1,000.00
0178	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	575 LB	10.00	5,750.00
0179	6108000000-E	1665	FERTILIZER TOPDRESSING	17.25 TON	900.00	15,525.00
0180	6111000000-E	SP	IMPERVIOUS DIKE	205 LF	50.00	10,250.00
0181	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	50.00	500.00
0182	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	100 EA	1.00	100.00
0183	6123000000-E	1670	REFORESTATION	2 ACR	1,500.00	3,000.00
0184	6126000000-E	SP	STREAMBANK REFORESTATION	0.2 ACR	15,000.00	3,000.00

Contract Item Sheets For C203036

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0185	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	6 EA	850.00	5,100.00
0186	7060000000-E	1705	SIGNAL CABLE	3,550 LF	2.25	7,987.50
0187	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	11 EA	750.00	8,250.00
0188	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	5 EA	900.00	4,500.00
0189	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	2 EA	1,050.00	2,100.00
0190	7288000000-E	1715	PAVED TRENCHING (*****) (1, 2")	130 LF	20.00	2,600.00
0191	7300000000-E	1715	UNPAVED TRENCHING (*****) (1, 2")	1,320 LF	6.00	7,920.00
0192	7301000000-E	1715	DIRECTIONAL DRILL (*****) (3, 2")	455 LF	22.00	10,010.00
0193	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	13 EA	265.00	3,445.00
0194	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	10 EA	450.00	4,500.00
0195	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	2,110 LF	6.75	14,242.50
0196	7456000000-E	1726	LEAD-IN CABLE (*****) (14-2)	5,550 LF	1.50	8,325.00
0197	7588000000-N	SP	METAL POLE WITH SINGLE MAST ARM	7 EA	11,960.00	83,720.00
0198	7613000000-N	SP	SOIL TEST	7 EA	900.00	6,300.00
0199	7614100000-E	SP	DRILLED PIER FOUNDATION	105 CY	300.00	31,500.00
0200	7631000000-N	SP	MAST ARM WITH METAL POLE DESIGN	7 EA	50.00	350.00
0201	7636000000-N	1745	SIGN FOR SIGNALS	1 EA	175.00	175.00
0202	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	1 EA	1,000.00	1,000.00

Contract Item Sheets For C203036

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0203	7684000000-N	1750	SIGNAL CABINET FOUNDATION	2 EA	900.00	1,800.00
0204	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	2 EA	10,750.00	21,500.00
0205	7780000000-N	1751	DETECTOR CARD (TYPE 2070L)	19 EA	100.00	1,900.00
0206	7901000000-N	1753	CABINET BASE EXTENDER	2 EA	350.00	700.00
0207	7960000000-N	SP	METAL POLE FOUNDATION REMOVAL	3 EA	600.00	1,800.00
0208	7972000000-N	SP	METAL POLE REMOVAL	3 EA	400.00	1,200.00
0209	7980000000-N	SP	GENERIC SIGNAL ITEM POWDER GREEN COATING FOR SINGLE MAST ARM WITH METAL POLE	7 EA	1,120.00	7,840.00

Contract Item Sheets For C203036

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0210	8126000000-N	414	CULVERT EXCAVATION, STA ***** (14+25.00-L-)	Lump Sum LS	62,165.00	62,165.00
0211	8126000000-N	414	CULVERT EXCAVATION, STA ***** (24+21.50-L-)	Lump Sum LS	49,000.00	49,000.00
0212	8126000000-N	414	CULVERT EXCAVATION, STA ***** (84+01.60-L-)	Lump Sum LS	44,000.00	44,000.00
0213	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	337 TON	50.00	16,850.00
0214	8196000000-E	420	CLASS A CONCRETE (CULVERT)	415.6 CY	900.00	374,040.00
0215	8245000000-E	425	REINFORCING STEEL (CULVERT)	46,348 LB	1.00	46,348.00
0216	8590000000-E	876	RIP RAP, CLASS ** (I)	92 TON	75.00	6,900.00

Contract Item Sheets For C203036

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0217	8802030000-E	SP	SEGMENTAL GRAVITY RETAINING WALLS	114 SF	60.00	6,840.00
0218	8847000000-E	SP	GENERIC RETAINING WALL ITEM MSE RETAINING WALL NO 1	820 SF	85.00	69,700.00
0219	8847000000-E	SP	GENERIC RETAINING WALL ITEM MSE RETAINING WALL NO 2	1,415 SF	60.00	84,900.00

Contract Item Sheets For C203036

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0220	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (67+29.11-L-)	Lump Sum LS	75,000.00	75,000.00
0221	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (67+29.11-L-)	Lump Sum LS	60,000.00	60,000.00
0222	8105500000-E	411	***-***" DIA DRILLED PIERS IN SOIL (5'-6")	285.84 LF	1,300.00	371,592.00
0223	8105600000-E	411	***-***" DIA DRILLED PIERS NOT IN SOIL (5'-6")	226 LF	1,400.00	316,400.00
0224	8111000000-E	411	PERMANENT STEEL CASING FOR ***-***" DIA DRILLED PIER (5'-6")	107.49 LF	400.00	42,996.00
0225	8113000000-N	411	SID INSPECTIONS	1 EA	500.00	500.00
0226	8114000000-N	411	SPT TESTING	1 EA	500.00	500.00
0227	8115000000-N	411	CSL TESTING	1 EA	2,000.00	2,000.00
0228	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVA- TION AT STATION ***** (67+29.11-L-)	Lump Sum LS	15,000.00	15,000.00
0229	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	23,133 SF	25.00	578,325.00
0230	8161000000-E	420	GROOVING BRIDGE FLOORS	18,755 SF	0.36	6,751.80
0231	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	620.3 CY	575.00	356,672.50
0232	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (67+29.11-L-)	Lump Sum LS	50,000.00	50,000.00
0233	8217000000-E	425	REINFORCING STEEL (BRIDGE)	123,480 LB	0.75	92,610.00
0234	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	35,630 LB	1.25	44,537.50
0235	8265000000-E	430	54" PRESTRESSED CONCRETE GIR- DERS	3,144.64 LF	180.00	566,035.20

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0236	8364000000-E	450	HP12X53 STEEL PILES	505 LF	45.00	22,725.00
0237	8475000000-E	460	TWO BAR METAL RAIL	526.47 LF	105.00	55,279.35
0238	8482000000-E	460	THREE BAR METAL RAIL	518.67 LF	140.00	72,613.80
0239	8517000000-E	460	1'-***X ***** CONCRETE PARA-PET (1'-2" X 2'-6")	534.87 LF	70.00	37,440.90
0240	8524000000-E	SP	*** CHAIN LINK FENCE (120")	105.48 LF	141.00	14,872.68
0241	8524000000-E	SP	*** CHAIN LINK FENCE (72")	106.18 LF	128.50	13,644.13
0242	8531000000-E	462	4" SLOPE PROTECTION	335 SY	46.00	15,410.00
0243	8594000000-E	876	RIP RAP, CLASS B	329 TON	60.00	19,740.00
0244	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	365 SY	2.00	730.00
0245	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum LS	20,000.00	20,000.00
0246	8706000000-N	SP	EXPANSION JOINT SEALS	Lump Sum LS	75,000.00	75,000.00
0247	8860000000-N	SP	GENERIC STRUCTURE ITEM POWERLINE CONDUIT AND HANGER SYSTEM	Lump Sum LS	50,000.00	50,000.00
0248	8860000000-N	SP	GENERIC STRUCTURE ITEM TELECOMMUNICATIONS CONDUIT AND HANGER SYSTEM	Lump Sum LS	40,000.00	40,000.00
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$11,688,234.11

Contract No. C203036
County Haywood

Rev. 5-19-11

**EXECUTION OF CONTRACT
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Mountain Creek Contractors, Inc.

Full name of Corporation

PO Box D, Catawba, NC 28609

Address as Prequalified

Attest *Russell Rockett*
Secretary/Assistant Secretary
Select appropriate title

By *Donovan Phillips*
President/Vice President/Assistant Vice President
Select appropriate title

Russell Rockett

Print or type Signer's name

Donovan Phillips

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

4th day of November 2013

[Signature]
Signature of Notary Public

NOTARY SEAL

of Charleston County

State of South Carolina

My Commission Expires: 12-4-22

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. C203036

County (ies): Haywood

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

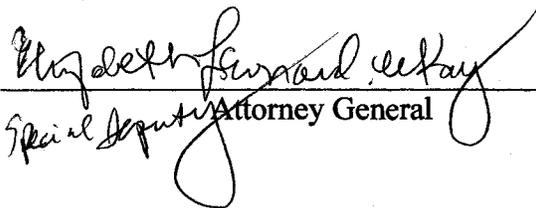


Contract Officer



Date

Execution of Contract and Bonds
Approved as to Form:



Special Deputy Attorney General

Signature Sheet (Bid - Acceptance by Department)

Bond No. SU1123968

Contract No. C203036
County Haywood

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution October 30, 2013

Name of Principal Contractor Mountain Creek Contractors, Inc.

Name of Surety: Arch Insurance Company

Name of Contracting Body: **North Carolina Department of Transportation**
Raleigh, North Carolina

Amount of Bond: Eleven Million Six Hundred Eighty Eight
(\$11,688,234.11) Thousand Two Hundred Thirty Four Dollars and 11/100

Contract ID No.: C203036

County Name: Haywood

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. C203036
County Haywood

Rev 5-17-11

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Mountain Creek Contractors, Inc.

Full name of Corporation

P.O. Box D, Catawba, NC 28609

Address as prequalified

By



Signature of President, ~~Vice President~~, Assistant Vice President
Select appropriate title

Donovan Phillips

Print or type Signer's name

Affix Corporate Seal

Attest



Signature of ~~Secretary~~, Assistant Secretary
Select appropriate title

Russell Rackett

Print or type Signer's name

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Angela D. Ramsey, Donna K. Ashley, Gregory T. Wilkerson, Jennifer C. Hoehn, John D. Leak, III, John F. Thomas, Wendy E. Lahm and William J. Quirn of Charlotte, NC (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

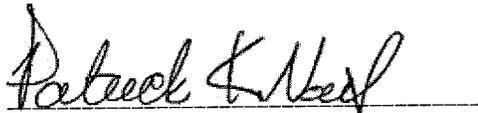
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

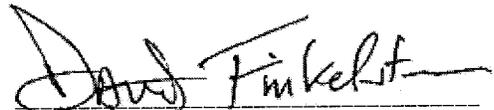
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of July, 2013.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

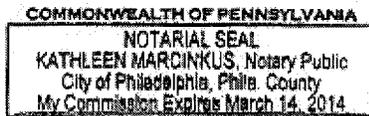


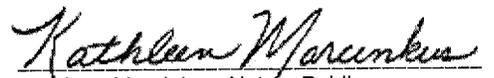

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 23, 2013 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 30th day of October, 20 13.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



Contract No. C203036
 County Haywood

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: October 30, 2013

Name of Principal Contractor: Mountain Creek Contractors, Inc.

Name of Surety: Arch Insurance Company

Name of Contracting Body: **North Carolina Department of Transportation**
Raleigh, North Carolina

Amount of Bond: Eleven Million Six Hundred Eighty Eight
 (\$11,688,234.11) Thousand Two Hundred Thirty Four Dollars and 11/100

Contract ID No.: C203036

County Name: Haywood

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. C203036
County Haywood

Rev 5-17-11

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Mountain Creek Contractors, Inc.
Full name of Corporation

P.O. Box D, Catawba, NC 28609
Address as prequalified

By 
Signature of President, ~~Vice President~~, Assistant ~~Vice President~~
Select appropriate title

Donovan Phillips
Print or type Signer's name

Affix Corporate Seal

Attest 
Signature of ~~Secretary~~, Assistant Secretary
Select appropriate title

Russell Rockett
Print or type Signer's name

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Angela D. Ramsey, Donna K. Ashley, Gregory T. Wilkerson, Jennifer C. Hoehn, John D. Leak, III, John F. Thomas, Wendy E. Lahm and William J. Quirn of Charlotte, NC (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

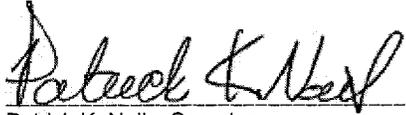
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

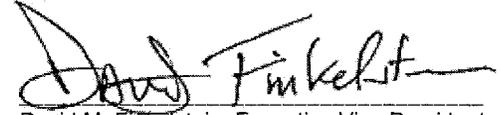
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of July, 2013.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

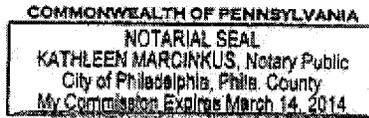



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

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