

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

C202849

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C202849

WBS 34811.3.FD5 STPDA-5238(5)

T.I.P NO. U-2507A

COUNTY OF MECKLENBURG
THIS IS THE ROADWAY & CULVERT CONTRACT
ROUTE NUMBER SR 2467 LENGTH 2.936 MILES
LOCATION SR-2467 (MALLARD CREEK RD) FROM GRAHAM ST EXT TO SR-2665
(HARRIS BLVD).

CONTRACTOR BLYTHE DEVELOPMENT CO.
ADDRESS 1415 E WESTINGHOUSE BLVD
CHARLOTTE, NC 282735801

BIDS OPENED NOVEMBER 19, 2013
CONTRACT EXECUTION DEC 16 2013

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

PROPOSAL

DATE AND TIME OF BID OPENING: **NOVEMBER 19, 2013 AT 2:00 PM**

CONTRACT ID C202849
WBS 34811.3.FD5

FEDERAL-AID NO. STPDA-5238(5)
COUNTY MECKLENBURG
T.I.P. NO. U-2507A
MILES 2.936
ROUTE NO. SR 2467
LOCATION SR-2467 (MALLARD CREEK RD) FROM GRAHAM ST EXT TO SR-2665
(HARRIS BLVD).

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

NOTICE:

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

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C202849 IN MECKLENBURG 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. **C202849**; 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. **C202849** in **Mecklenburg 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.

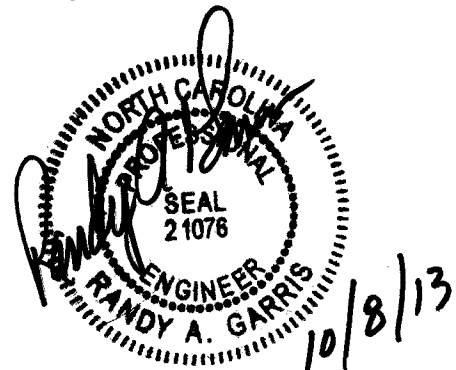
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the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

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 **January 6, 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 30, 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 **January 6, 2014**.

The completion date for this intermediate contract time is **November 1, 2016**.

The liquidated damages for this intermediate contract time are **Four Thousand Dollars (\$4,000.00)** 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)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **-L- (SR 2540 Graham St and SR 2467 Mallard Creek Rd)**, **-Y1- (SR 2480 Sugar Creek Rd)**, and **-Y13- (NC 24 Harris Blvd)** during the following time restrictions:

DAY AND TIME RESTRICTIONS

-L-: Monday – Friday 7:00 A.M. - 9:00 A.M.

Monday - Sunday 3:00 P.M. - 7:00 P.M.

-Y1-: Monday – Friday 7:00 A.M. - 9:00 A.M.

Monday - Friday 3:00 P.M. - 7:00 P.M.

-Y13-: Monday – Friday 6:00 A.M. - 9:00 P.M.

Saturday - Sunday 12:00 P.M. - 9:00 P.M.

In addition, the Contractor shall not close or narrow a lane of traffic on **-L- (SR 2540 Graham St and SR 2467 Mallard Creek Rd)**, **-Y1- (SR 2480 Sugar Creek Rd)**, and **-Y13- (NC 24 Harris Blvd)**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 A.M.** December 31st and **9:00 P.M.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 P.M.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 A.M.** Thursday and **9:00 P.M.** Monday.
4. For **Memorial Day**, between the hours of **6:00 A.M.** Friday and **9:00 P.M.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 A.M.** the day before Independence Day and **9:00 P.M.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 A.M.** the Thursday before Independence Day and **9:00 P.M.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 A.M.** Friday and **9:00 P.M.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 A.M.** Tuesday and **9:00 P.M.** Monday.

8. For **Christmas**, between the hours of **6:00 A.M.** the Friday before the week of Christmas Day and **9:00 P.M.** the following Tuesday after the week of Christmas Day.
9. For **Spring and Fall NASCAR Races at the Charlotte Motor Speedway**, between the hours of **6:00 A.M.** the **Wednesday before the first race** and **9:00 P.M.** the **Tuesday after the last race**.

For **any Event at Bank of America Stadium**, occurring in **Charlotte** from **3** hours before the start and **3** hours after the end of the **Event**.

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

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

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

The liquidated damages are **One Thousand Two Hundred and Fifty Dollars (\$ 1,250.00)** per fifteen (15) minute time period.

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.

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SP1 G28

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

Line #	Description
8	Borrow Excavation
56	Asphalt Concrete Base Course, Type B25.0C
58	Asphalt Concrete Intermediate Course, Type I19.0C

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
103 thru 110	Guardrail
111 thru 114	Fencing
120 thru 127	Signing
146 thru 152	Long-Life Pavement Markings
159	Permanent Pavement Markers
161 thru 182	Utility Construction
183 thru 211	Erosion Control
212 thru 217	Signals/ITS System

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 \$ 3.0655 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)	26% of Total Amount Bid
2015	(7/01/14 - 6/30/15)	41% of Total Amount Bid
2016	(7/01/15 - 6/30/16)	27% of Total Amount Bid
2017	(7/01/16 - 6/30/17)	6% 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 **14.0 %**

- (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 B

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

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

RESOURCE CONSERVATION:

(5-21-13)

104-13

SP1 G118

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

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

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

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

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

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

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SPI G152

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

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

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

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

105-16, 225-2, 16

SPI G180

General

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

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

- (A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.

- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

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

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

- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
- (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities
- The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.
- The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.
- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:
- (1) Seeding and Mulching

- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.

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

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

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

105-16, 230, 801

SP1 G181

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

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

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

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

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

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

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

SPI G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SPI G185

Revise the *2012 Standard Specifications* as follows:

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

RAILROAD ENCROACHMENT AND RIGHT OF ENTRY:

The Contractor is advised there is an Encroachment Agreement within Norfolk Southern Railway's right of way on -Y1-, between approximate stations 16+42.12 to 16+84.32. Should the Contractor need to cross the tracks in order to access the work area on the west side of the tracks, a Temporary Crossing Agreement will be needed. It will be the Contractor's responsibility to procure any such necessary agreement, and all costs associated with such would be at the Contractor's expense. The NS Application for Private Roadway Agreement can be found on the NCDOT Bidding and Letting Webpage, and should be submitted to:

Robert A. Lewis, II
Norfolk Southern Corporation
1120 West Washington Street
Greenville, SC 29601

Should the Contractor need to enter the Railway right of way, Norfolk Southern will require a Construction Right of Entry Agreement. The NS Construction Right of Entry Agreement can also be found on the NCDOT Bidding and Letting webpage, and should be submitted to:

Mr. Scott A. Overbey
Engineer Public Improvements
1200 Peachtree Street, NE
Box 142
Atlanta, GA 30309
(404) 582-5588 (phone)
(404) 527-2769 (fax)
scott.overbey@nscorp.com

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

(4-6-06) (Rev. 1-17-12)

200

SP2 R02B

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

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 B

Description

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

Measurement and Payment

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

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

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

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

PIPE INSTALLATION:

(11-20-12)

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
Flowable Fill

Pay Unit
Cubic Yard

36" WELDED STEEL PIPE UNDER NS RAILWAY TRACKS:

(7-12-07)

SPI

The 36" welded steel pipe required under the NS Railway tracks shall conform with Section 330 of the *Standard Specifications*. The thickness of the wall shall be 0.50 inches.

The pipe shall be installed in accordance with Section 330 of the *Standard Specifications*.

Before any work is begun on the railroad's right of way, the Contractor shall notify the following NS representative as soon as possible:

Richard Snider, Track Supervisor
NS Railway Company
1914 North Tryon Street
Charlotte, NC 28206
(704) 378-3752 (office)
(704) 560-1449 (cell)
(704) 378-3759 (fax)
richard.snider@nscorp.com.

This will enable NS Railway to schedule a representative to be present, if they so desire, while the work is being performed to determine if the work is being performed in accordance with the approved plans and Special Provisions. The railroad will advise the Contractor when the work is to be done between trains and provide a flagman, if required.

If the NS Railway representative cannot be reached, the Contractor shall immediately notify the following NCDOT Rail Division Representative:

Kirby Warrick, Project Manager
NCDOT Engineering Coordination and Safety Branch
1556 Mail Service Center
Raleigh, NC 27699-1556
(919) 715-1301 (phone)
(919) 733-0997 (fax)
kwarrick@ncdot.gov

___ " *Welded Steel Pipe*, ___ " *Thick, Grade B (Under RR)* will be measured and paid as the actual number of linear feet of pipe measured along the flow line to the nearest foot, which has been installed.

Pay Item

___ " Welded Steel Pipe, ___ " Thick, Grade B (Under RR)

Pay Unit

Linear Foot

RIP RAP ENERGY DISSIPATOR:

(7-23-12)

SPI (Revised)

Description

This work consists of the construction and maintenance of an armored outlet structure located at culvert outlets or ditch termini.

Materials

Refer to Division 10 of the *Standard Specifications*:

Item

Class I Riprap

Geotextile for Drainage, Type 2

Section

Section 1042

Section 1056

Construction Methods

Rip Rap Energy Dissipators shall be constructed in accordance with the detail shown in the plans or as directed. From the outlet invert of a culvert or bottom of a ditch excavation will drop to a specified depth. Excavation will continue to widen through the dissipator. Rip rap will be placed along the banks and bottom of the dissipator and along the apron.

Excavate ditch in accordance with Section 240 of the *Standard Specifications*.

The quantity of energy dissipator material may be affected by site conditions during construction of the project. The quantity of materials may be increased, decreased, or eliminated at the direction of the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Measurement and Payment

Class I Riprap will be measured and paid for in accordance with Section 876 of the *Standard Specifications*.

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

Drainage Ditch Excavation will be measured and paid for in accordance with Section 240 of the *Standard Specifications*.

Such price and payment will be full compensation for all work covered by this section, including, but not limited to furnishing all materials, labor, equipment, and incidentals necessary to construct the riprap energy dissipator.

PREPARATION OF SUBGRADE AND BASE:

(1-16-96)

610

SP5 R05

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

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

ASPHALT PAVEMENTS - SUPERPAVE:

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

605, 609, 610, 650

SP6 R01 (Rev.)

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/Warm%20Mix%20Asphalt%20Approved%20List.pdf>

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

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

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

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

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

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

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

TABLE 610-5 PLACEMENT TEMPERATURES FOR ASPHALT	
Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, S9.5B	40°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, Subarticle 650-3(B) Mix Design Criteria, replace Table 650-1 with the following:

TABLE 650-1 OGAFC GRADATION CRITERIA			
Grading Requirements	Total Percent Passing		
<i>Sieve Size (mm)</i>	<i>Type FC-1</i>	<i>Type FC-1 Modified</i>	<i>Type FC-2 Modified</i>
19.0	-	-	100
12.5	100	100	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 \$ **572.81** per ton.

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

MEDIAN CROSSOVER:

5-18-04

Description:

The Contractor shall construct a median crossover at the location indicated on the plans, in accordance with the detail in the plans and as directed by the Engineer.

Materials:

The sand shall meet the requirements of Section 1012(C)(2) of the *Standard Specifications*.

The #57 Stone shall meet the requirements of Section 1005 of the *Standard Specifications*.

The paving blocks shall match as closely as possible the dimensions and pattern shown in the detail in the plans.

Fill the cores of the paving blocks with topsoil with a P.I. greater than 6 and less than 25 and with a pH ranging from 5.5 to 6.8.

Measurement and Payment:

The quantity of median crossover to be paid for will be the actual number of square yards of median crossover which have been incorporated into the completed and accepted work.

The quantity of median crossover, measured as provided above, will be paid for at the contract unit price per square yard for *Median Crossover*. Such price and payment will be full compensation for all material, labor and incidentals to complete the work. No separate measurement and payment will be made for filling the paving block cores with topsoil and seeding as such work shall be incidental to the work of *Median Crossover*.

CONCRETE SHELTER PADS AND CONCRETE WAITING PADS:**Description**

The Contractor shall construct Concrete Shelter Pads and Concrete Waiting Pads in areas shown on the plans, in accordance with the detail in the plans and the applicable requirements of Section 848 of the *Standard Specifications*, and as directed by the Engineer.

Measurement and Payment

4" *Concrete Waiting Pad* will be measured and paid for in square yards. Such price and payment will include all materials, tools, labor, equipment and incidentals necessary to complete the work.

6" Concrete Shelter Pads will be measured and paid for in square yards. Such price and payment will include all materials, tools, labor, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
4" Concrete Waiting Pad	SY
6" Concrete Shelter Pad	SY

SPECIAL MEDIAN CURB AND GUTTER:

Description

The Contractor shall construct Special Median Curb & Gutter as shown on the plans and details, in accordance with the applicable requirements of Section 846 of the *Standards Specifications*, and as directed by the Engineer.

Measurement and Payment

Special Median Curb & Gutter will be measured and paid for in Linear Feet. Such price and payment will include all materials, tools, labor, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Special Median Curb & Gutter	LF

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
Guardrail Anchor Units, Type 350

Pay Unit
Each

EXTRA LENGTH GUARDRAIL POSTS:

(11-17-09)

SP18-21(REV.)

Description

The Contractor shall use extra length guardrail posts at the locations indicated in the plans and as directed by the Engineer.

Materials**Item**

Guardrail Steel Post (8')

Section

1046-3

Construction Methods

Extra length guardrail posts shall be installed in accordance with Section 862 of the *Standard Specifications* and the *Roadway Standard Drawings*.

Measurement and Payment

Extra Length Guardrail Post will be measured and paid for in units of each that have been installed and accepted.

Payment will be made under:

Pay Item

Extra Length Guardrail Post (8')

Pay Unit

Each

NOTE TO CONTRACTOR:

The Contractor shall contact the property owner for parcel # 131, Richard Caskey, at (704) 598-6558 prior to removing and resetting the existing fence. The property includes a dog lot and the property owner wants to be present during relocation of the fence.

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

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

Payment will be made under:

Pay Item

Preformed Scour Hole with Level Spreader Aprons

Pay Unit

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.

MATERIALS:

(2-21-12) (Rev. 11-19-13)

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 Aggre- gate	Rounded Aggregate	Angular Aggre- gate			Min.	Max.	Min.	Max.
<i>Units</i>	<i>psi</i>					<i>inch</i>	<i>inch</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 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	-	Flow- able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow- able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-65, 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													
Percentage of Total by Weight Passing													
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc. Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 ^B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B	Maintenance Stabilization
Light-C weight	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-115, 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 10-161, Subarticle 1081-1(A) Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

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

Page 10-162, Subarticle 1081-1(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:

TABLE 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A (Candelas Per Lux Per Square Meter)								
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

#57 STONE:

7-18-06

SPI 10 -1

Description

The Contractor shall place #57 stone in accordance with the details in the plans and the following provision.

Materials

Item	Section
# 57 Stone	1005

Construction Methods

The stone shall be placed and compacted as directed by the Engineer.

Measurement and Payment

#57 Stone will be measured and paid in tons that are completed and accepted. The stone will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. The price and payment will be full compensation for furnishing, hauling, placing, and all incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
#57 Stone	Ton

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.

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

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

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

TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:

(8-21-12)

1101.02

SP11 R10

Revise the 2012 Roadway Standard Drawings as follows:

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

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

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

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

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

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

SANITARY SEWER:

(11-19-13)

1520

SP15 R20

Revise the *2012 Standard Specifications* as follows:

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

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

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****GEOTEXTILE FOR PAVEMENT STABILIZATION:****(8-20-13)****Description**

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

Materials

Refer to Division 10 of the *Standard Specifications*.

Item**Section**

Geotextiles

1056

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

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

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

Construction Methods

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

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

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

lifting the edge of the top geotextile.

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Geotextile for Pavement Stabilization

Pay Unit

Square Yard

MECHANICALLY STABILIZED EARTH RETAINING WALLS**(11-19-13)****1.0 GENERAL**

Construct mechanically stabilized earth (MSE) retaining walls consisting of steel or geosynthetic 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. Define an "abutment wall" as an MSE wall with bridge foundations in any portion of the reinforced zone or an MSE wall connected to an abutment wall. Even if bridge foundations only penetrate a small part of the reinforced zone, the entire MSE wall is considered an abutment wall.

Define "reinforcement" as steel or geosynthetic reinforcement and "geosynthetics" as geosynthetic grids (geogrids) or strips (geostrips). Define "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:

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

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.

Use panels and SRW units from producers approved by the Department and 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 geosynthetics 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. Bent, damaged or defective materials will be rejected.

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 geosynthetic 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 in Subarticle 1014-1(E) 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*	≤ 1%
Geostrip or Polyolefin Geogrid	4.5-9	N/A*	N/A*	N/A*	≤ 1%

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

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 geosynthetic 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.S teel 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.Ge osynthetic Reinforcement

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

C. Bearing Pads

For MSE walls with panels, 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). Provide bearing pads that meet the following requirements:

BEARING PAD THICKNESS REQUIREMENTS

Panel Facing Area (A)	Minimum Pad Thickness After Compression (based on 2 times panel weight above pads)
$A \leq 30 \text{ sf}$	1/2"
$30 \text{ sf} < A \leq 75 \text{ sf}$	3/4"

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. Note name and NCDOT ID number of the panel or SRW unit production facility on the working drawings. 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 geosynthetic reinforcement and connectors, use approved geosynthetic 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 C11.5.6-3(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 geosynthetic 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 geosynthetic design strength approved for chosen MSE wall system,
- R_c = reinforcement coverage ratio = 1 for continuous geosynthetic 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 Slope¹ (H:V)	Minimum Embedment Depth² (whichever is greater)	
6:1 or flatter (except abutment walls)	H/20	1 ft for $H \leq 10$ 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. Use coping dimensions shown in the plans and cast-in-place concrete coping for segmental retaining walls and when noted in the plans. When shown in the plans and 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 14.93 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 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 not negative and 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 sheepfoot, 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 geosynthetics 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 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**(11-19-13)****1.0 GENERAL**

Construct segmental gravity retaining walls consisting of segmental retaining wall (SRW) units supported by aggregate footings. Provide cast-in-place concrete slope protection as required. 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. Define "slope protection" as cast-in-place concrete slope protection.

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item	Section
Anchor Pins	1056-2
Curing Agents	1026
Geotextiles, Type 2	1056
Joint Filler	1028-1
Portland Cement Concrete, Class B	1000
Segmental Retaining Wall Units	1040-4
Select Material, Class VI	1016
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 and Class B concrete for slope protection. 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.

Use blocks from producers approved by the Department and licensed by the Block Vendor. Notify the Engineer of the name and NCDOT ID number of the SRW unit production facility before beginning block production. Unless required otherwise in the plans, provide 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:

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

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 slope protection and 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.

Pave slopes above and behind block walls with slope protection as shown in the plans and accepted submittals and in accordance with Article 462-3 of the *Standard Specifications*. Construct slope protection joints at a spacing of 10 ft. Make 1/2" thick expansion joints that meet Article 420-10 of the *Standard Specifications* for every third joint and 1/2" deep grooved contraction joints that meet Subarticle 825-10(B) for the remaining joints.

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, slope protection 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
Segmental Gravity Retaining Walls

Pay Unit
Square Foot

WBS 34811.1.1 (U-2507A)
Date: 08-05-2013

Mecklenburg County

WORK ZONE TRAFFIC CONTROL Project Special Provisions

Law Enforcement:

(05/14/2013)

Description

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

Construction Methods

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

Measurement and Payment

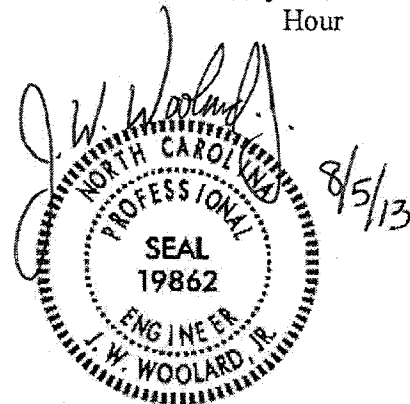
Law Enforcement will be measured and paid for in the actual number of hours that each Law Enforcement Officer is provided during the life of the project as approved by the Engineer. There will be no direct payment for marked Law Enforcement vehicles as they are considered incidental to the pay item.

Payment will be made under:

Pay Item

Law Enforcement

Pay Unit
Hour



Date: 08-05-2013

TRAFFIC CONTROL SAFETY FENCE:**Description**

Traffic Control Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence attached to fixed tubular markers in locations shown in the Transportation Management Plan (TMP).

Materials**(A) Safety Fence**

Provide a Polyethylene or Polypropylene fence that is a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

(B) Tubular Markers

Provide tubular markers (fixed) that meet the requirements of Section 1266 of the North Carolina Standard Specifications for Roads and Structures.

Construction Methods**(A) Safety Fence**

Attach the fence geotextile to the tubular marker using 2" galvanized wire staples, tie-wire, or other methods acceptable to the Engineer.

(B) Tubular Markers

Secure tubular markers to the pavement surface using epoxy or other approved type of adhesives. Use ORANGE tubular markers with a minimum height of 42" and white and crystal retro reflective sheeting to separate traffic from the pedestrian sidewalk as shown in the TMP. Space tubular markers a maximum of five (5) feet apart.

(C) Resetting Fence

Reset traffic control safety fence as shown in the plans or as directed by the engineer.

Measurement and Payment

Traffic Control Safety Fence will be measured and paid as the actual number of linear feet installed in place and accepted. Such payment will be full compensation including but not limited to furnishing, installing and maintaining fence geotextile, tubular markers, staples, tie wires, tools, equipment, and incidentals necessary to complete this work.

Date: 08-05-2013

Reset Traffic Control Safety Fence will be measured and paid as the number of linear feet of traffic control safety fence moved from location on the project and installed to another location. Payment will be made under:

Pay Item

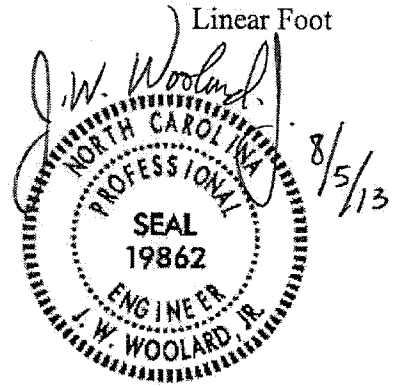
Traffic Control Safety Fence

Pay Unit

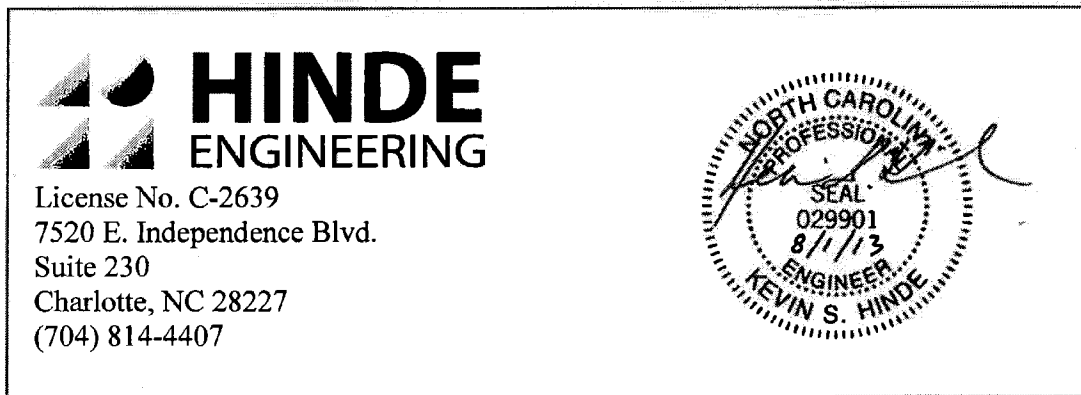
Linear Foot

Reset Traffic Control Safety Fence

Linear Foot



PROJECT SPECIAL PROVISIONS
Utility Construction



Revise the *NCDOT Standard Specifications for Roads and Structures*, January 2012, as follows:

Page 15-1, Article 1500-2 Cooperation with the Utility Owner, paragraph 2, add the following paragraphs:

Water and sewer facilities are owned by the Charlotte-Mecklenburg Utility Department (CMUD). The contact person for CMUD is Mr. Bill Deal, PE; he can be reached by phone at (980) 722-0786 or wdeal@ci.charlotte.nc.us.

The contractor shall notify Bill Deal, PE of CMUD at least two (2) weeks prior to the commencement of any water and/or sewer utility construction activity.

Prior to water and/or sewer utility construction, the contractor must submit to Bill Deal, PE of CMUD, the proposed utility material submittals and shop drawings, as applicable for CMUD review and obtain CMUD approval of utility material submittals and shop drawings.

The contractor shall keep CMUD's appointed representative informed of the work progress and provide opportunity for inspection of construction and testing.

Maintain water and sewer service to existing customers during construction. Minimize the duration of any service disruption. Notify the CMUD representative at least 48 hours in advance of any scheduled service disruption.

Materials:

Provide materials for the proposed water and sewer utilities construction meeting the applicable requirements (i.e. material specifications, standard details, testing, policies, etc.) of CMUD's standard specifications and applicable current CMUD standard details as of Date of Advertisement. CMUD's specifications and details can be obtained from CMUD at <http://charmeck.org/city/charlotte/Utilities/ConstructionProjects/Pages/Design%20Manual.aspx>.

Measurement and payment for work will be in accordance with the *NCDOT Standard Specifications for Roads and Structures*, January 2012.

SPU-1: RELOCATE WATER METER:

This special provision applies to water meters smaller than 1-1/2".

The existing water meter to be relocated shall be installed in accordance with the applicable utility provisions herein, as shown on the utility plans, and/or as directed by the Engineer.

Install existing water meters and meter boxes that are to be relocated adjacent to the right of way, as shown on the utility plans, or as directed by the Engineer.

Relocation of water meters consists of the removal and installation at the appropriate location of the water meter, meter yoke, meter valve, and meter box. This work also includes all pipe, corporation stops and tapping saddles necessary for this relocation. Perform all work in accordance with the applicable plumbing codes, as shown on the plans, and as directed. Place relocated meter boxes with the top of the meter box flush with finish grade of the project.

Measurement and Payment:

The quantity of water meters relocated 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 Water Meter". Such price and payments will be full compensation for all materials including pipe, fittings, tapping saddles, corporation stops, meter yokes, meter valves, meter boxes, equipment, excavation, labor, removal and relocating water meter assembly, reconnecting the water meter, backfilling, and incidentals necessary to complete the work as required.

Payment will be made under:

Pay Item

Relocate Water Meter

Pay Unit

EA

SPU-2: RELOCATE WATER METER WITH NEW VAULT:

This special provision applies to water meters 1-1/2" and larger.

The existing water meter to be relocated and a new vault shall be installed 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 water meters shall consist of the removal and installation at the appropriate location of the water meter inside a new vault. Any pipe and fittings necessary to reconnect the relocated water meter to the water line will be considered incidental. The abandoned vault shall be excavated, removed and will become the property of the Contractor.

The vault shall be precast concrete and shall meet the requirements of Section 1077 of the Standard Specifications. The vault shall be HS20 traffic bearing. Plans shall be submitted as required by Section 1077 with all calculations and drawings signed by a Professional Engineer registered in the State of North Carolina. The vault shall be designed to allow for its relocation in the future. The vault shall be provided with a double access door. The access door shall be painted or galvanized steel with anchor flange, hinge, drain channel, and neoprene gasket. The hinge pins shall be stainless steel. The door leaf shall be 1/4" thick diamond plate. The door shall be HS20 load rated. Doors shall open to 90° and lock automatically in this position. The doors shall be equipped with a cylinder lock or bolt lock. The vault and access doors shall be

approved by the Engineer shall be placed as shown on the utility plans or as directed by the Engineer.

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.

Measurement and Payment:

The quantity of water meters relocated and new 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 Water Meter With New Vault". Such price and payments will be full compensation for all materials including vault and access door, pipe, fittings, equipment, excavation, labor, removal and relocating water meter assembly, removal of existing vault, reconnecting the water meter, backfilling, and incidentals necessary to complete the work as required.

Payment will be made under:

Pay Item

Relocate Water Meter With New Vault

Pay Unit

EA

PROJECT SPECIAL PROVISIONS**Utilities by Others****General:**

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

- A. Duke Energy
- B. AT&T
- C. Windstream
- D. Verizon
- E. Spirit
- F. TW Telecom
- G. Piedmont Natural Gas
- H. AT&T Network
- I. Time Warner Cable

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. Duke Energy**

- 1. See Utilities by Others plans for utility conflicts.
- 2. The contact for Duke Energy is Mr. Don Lefler. Mr. Lefler may be reached at (704) 582-8043.
- 3. All facilities will be relocated by Date of Availability.

B. AT&T

- 1. See Utilities by Others plans for utility conflicts.
- 2. The contact for AT&T is Mr. Eric Allen of Telics. Mr. Allen may be reached at (704) 732-2352 ext. 229.
- 3. AT&T underground facilities along Sugar Creek Road (-Y1-) will be relocated by December 31, 2014. All other AT&T buried facilities will be relocated by July 31, 2014. AT&T aerial facilities will be relocated by August 31, 2014.

C. Windstream

- 1. See Utilities by Others plans for utility conflicts.

PROJECT SPECIAL PROVISIONS

Utilities by Others

2. The contact for Windstream is Mr. Jim Foley. Mr. Foley may be reached at (704) 722-2822.
3. All facilities will be relocated by September 30, 2014.

D. Verizon

1. See Utilities by Others plans for utility conflicts.
2. The contact for Verizon is Mr. Eric Crane. Mr. Crane may be reached at (919) 326-5604.
3. All facilities will be relocated by Date of Availability.

E. Spirit

1. See Utilities by Others plans for utility conflicts.
2. The contact for Spirit is Mr. Russell Meyers. Mr. Meyers may be reached at (704) 460-3061.
3. All facilities will be relocated by Date of Availability.

F. TW Telecom

1. See Utilities by Others plans for utility conflicts.
2. The contact for TW Telecom is Mr. Huck Ihnet. Mr. Ihnet may be reached at (704) 731-2999.
3. All facilities will be relocated by Date of Availability.

G. Piedmont Natural Gas

1. See Utilities by Others plans for utility conflicts.
2. The contact for Piedmont Natural Gas is Mr. Kevin Sell. Mr. Sell may be reached at (704) 797-2210.
3. Facilities owned by Piedmont Natural Gas are not expected to be in conflict.

H. AT&T Network

1. See Utilities by Others plans for utility conflicts.
2. The contact for AT&T Network is Mr. Steve Pennell. Mr. Pennell may be reached at (704) 972-9840.
3. Facilities owned by AT&T Network are not in conflict..

I. Time Warner Cable

1. See Utilities by Others plans for utility conflicts.

PROJECT SPECIAL PROVISIONS

Utilities by Others

2. The contact for Time Warner Cable is Mr. Gregg Brown. Mr. Brown may be contacted at (704) 378-2545.
3. All facilities will be relocated by August 31, 2014..

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

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

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

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

SEEDING AND MULCHING:

(West)

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

Shoulder and Median Areas

August 1 - June 1

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 January 1 - December 31.

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

Native Grass Seeding And Mulching**(West)**

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

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

August 1 - June 1

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*.

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.

RESPONSE FOR EROSION CONTROL:**Description**

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

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

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Response for Erosion Control

Pay Unit

Each

MINIMIZE REMOVAL OF VEGETATION:

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

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

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

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

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

http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf

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

TEMPORARY DIVERSION:

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

CLEAN WATER DIVERSION:**Description**

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

Materials

Refer to Division 10

Item

Geotextile for Soil Stabilization, Type 4

Section

1056

Construction Methods

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

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

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

Measurement and Payment

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

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

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

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

SAFETY FENCE AND JURISDICTIONAL FLAGGING:**Description**

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

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

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

Materials

(A) Safety Fencing

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

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

(B) Boundary Flagging

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

Construction Methods

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

(A) Safety Fencing

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

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

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

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

(B) Boundary Flagging

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

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

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item
Safety Fence

Pay Unit
Linear Foot

PERMANENT SOIL REINFORCEMENT MAT:**Description**

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

Materials

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

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

Materials

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

Provide appropriately sized and approved skimmer device.

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

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

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

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Construction Methods

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

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

stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

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

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

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

Measurement and Payment

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

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

Pay Item

__ " Skimmer
Coir Fiber Mat

Pay Unit

Each
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 skimmer, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing geotextile spillway liners, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drains, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

Materials

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

Provide appropriately sized and approved skimmer device.

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

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

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

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Construction Methods

Excavate basins according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drains and construct the primary spillways according to the Tiered Skimmer Basin Detail sheet in the erosion control plans. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*. Multiple upper basins, or Modified Silt Basins Type 'B' as labeled on the detail, may be required based on site conditions and as directed.

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

Install a minimum of 2 (two) temporary slope drains to dewater the upper basin to the lower basin. The slope drains shall be installed a minimum of 6 inches, or one radius width of the temporary slope drain pipe, below the base of the primary spillway section of the upper basin. The outlet of the slope drains shall be placed on the bottom elevation of the lower basin.

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

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

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

bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

Measurement and Payment

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

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
Coir Fiber Mat

Each
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

Polyacrylamide(PAM)

Coir Fiber Wattle

Pay Unit

Pound

Linear Foot

SILT FENCE COIR FIBER WATTLE BREAK:

(8-21-12)

1605,1630

Description

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

Materials

Coir fiber wattle shall meet the following specifications:

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

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

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

Construction Methods

Excavate a trench the entire length of each wattle with a depth of 1" to 2" for the wattle to be placed. Secure silt fence coir fiber wattle breaks to the soil by wire staples approximately every linear foot and at the end of each wattle. Install at least 4 stakes on the downslope side of the wattle with a maximum spacing of 2 linear feet and according to the detail. Install at least 2 stakes on the upslope side of the silt fence coir fiber wattle break according to the detail

provided in the plans. Drive stakes into the ground at least 10" with no more than 2" projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item
Coir Fiber Wattle

Pay Unit
Linear Foot

TEMPORARY ROCK SILT CHECK TYPE A WITH EXCELSIOR MATTING AND POLYACRYLAMIDE (PAM):

Description

Temporary Rock Silt Checks Type A with Excelsior Matting and Polyacrylamide (PAM) are devices utilized in temporary and permanent ditches to reduce runoff velocity and incorporate PAM into the construction runoff to increase settling of sediment particles and reduce turbidity of runoff. Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of Temporary Rock Silt Checks Type A, matting installation, PAM application, and removing Temporary Rock Silt Checks Type A with Excelsior Matting and PAM.

Materials

Structural stone shall be class B stone that meets the requirements of Section 1042 of the *Standard Specifications* for Stone for Erosion Control, Class B.

Sediment control stone shall be #5 or #57 stone, which meets the requirements of Section 1005 of the *Standard Specifications* for these stone sizes.

Matting shall meet the requirements of Excelsior Matting in Subarticle 1060-8(B) of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

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

Construction Methods

Temporary Rock Silt Checks Type A shall be installed in accordance with Subarticle 1633-3(A) of the *Standard Specifications*, Roadway Standard Drawing No. 1633.01 and the detail provided in the plans.

Installation of matting shall be in accordance with the detail provided in the plans, and anchored by placing Class B stone on top of the matting at the upper and lower ends.

Apply PAM at a rate of 4 ounces over the center portion of the Temporary Rock Silt Checks Type A and matting where the water is going to flow over. PAM applications shall be done during construction activities and after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM until the project is accepted or until the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are removed, and shall remove and dispose of silt accumulations at the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

Measurement and Payment

Temporary Rock Silt Checks Type A will be measured and paid for in accordance with Article 1633-5 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound

BORROW PIT DEWATERING BASIN:

(3-17-09) (Rev 3-2-11)

Description

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

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

Materials

Refer to Division 10

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

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

Construction Methods

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

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

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

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

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

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

Maintenance and Removal

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

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

Measurement and Payment

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

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

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

CULVERT DIVERSION CHANNEL:**Description**

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

Materials

Refer to Division 10

Item**Section**

Geotextile for Soil Stabilization, Type 4

1056

Construction Methods

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

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

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item

Culvert Diversion Channel

Pay Unit

Cubic Yard

IMPERVIOUS DIKE:

Description

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

Materials

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Impervious Dike

Pay Unit

Linear Foot

COIR FIBER MAT:

Description

Furnish material, install and maintain coir fiber mat in locations shown on the plans or in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat with stakes, steel reinforcement bars or staples as directed.

Materials**Item**

Coir Fiber Mat

Section

1060-14

Anchors: Stakes, reinforcement bars, or staples shall be used as anchors.

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Construction Methods

Place the coir fiber mat immediately upon final grading. Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the mat with the soil. Unroll the mat and apply without stretching such that it will lie smoothly but loosely on the soil surface.

For stream relocation applications, take care to preserve the required line, grade, and cross section of the area covered. Bury the top slope end of each piece of mat in a narrow trench at least 6 in. deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6 in. overlap. Construct check trenches at least 12 in. deep every 50 ft. longitudinally along the edges of the mat or as directed. Fold over and bury mat to the full depth of the trench, close and tamp firmly. Overlap mat at least 6 in. where 2 or more widths of mat are installed side by side.

Place anchors across the mat at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the mat 3 ft. apart.

Adjustments in the trenching or anchoring requirements to fit individual site conditions may be required.

Measurement and Payment

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

No measurement will be made for anchor items.

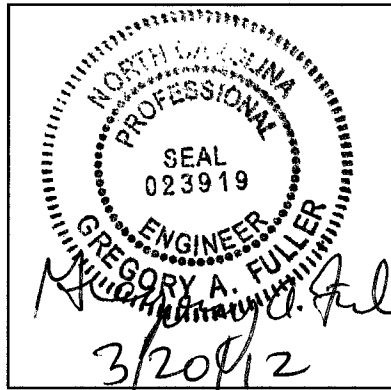
Payment will be made under:

Pay Item

Coir Fiber Mat

Pay Unit

Square Yard



Project Special Provisions (Version 12.0) Signals and Intelligent Transportation Systems

Prepared By: J.N. Avery
19-Mar-12

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1. EXTRA LARGE OVERSIZED HEAVY-DUTY JUNCTION BOX

1.1. DESCRIPTION

Furnish and install Extra Large Oversized Heavy-Duty Junction Boxes (pull boxes) with all necessary hardware in accordance with the Plans and these Project Special Provisions.

Furnish junction boxes with covers, graded stone, grounding systems, and all necessary hardware.

1.2. MATERIALS

A. Junction Boxes:

Comply with Article 1098-5 and 1091-5 of the NCDOT Standard Specifications.

B. Graded Stone:

Comply with Articles 545 of the NCDOT Standard Specifications.

C. Extra Large Oversized Heavy-Duty Junction Boxes:

Append the following section to Article 1098-5 of the NCDOT Standard Specifications:

Provide Extra Large Oversized Heavy-Duty Junction Boxes with a minimum inside dimension of 36"(l) x 24"(w) x 30"(d).

1.3. CONSTRUCTION METHODS

A. General:

Comply with Article 1716-3 of the NCDOT Standard Specifications except as noted herein:

Install the junction boxes flush with finished grade. Do not install sealant compound between junction boxes and covers.

Provide real world coordinates for all junction boxes installed or used under this project as specified in Article 1716-3 of the NCDOT Standard Specifications. Provide the coordinates in feet units using the North Carolina State Plane coordinate system (1983 North America Datum also known as NAD '83). Furnish coordinates that do not deviate more than 1.7 ft in the horizontal plane and 3.3 ft in the vertical plane. Global positioning system (GPS) equipment able to obtain the coordinate data within these tolerances may be used.

1.4. MEASUREMENT AND PAYMENT

The actual number of "Junction Box (Extra Large Over-sized, Heavy-Duty)" of each size and type furnished, installed and accepted.

No measurement will be made of covers, graded stone, or obtaining real world coordinates as these items will be considered incidental to furnishing and installing Extra Large Oversized Heavy-Duty Junction Boxes.

Payment will be made under:

Junction Box (Extra Large Over-Sized, Heavy Duty).....Each

State Project: U-2507A (34811.3.FD5)
(Formerly 34811.2.3)

Mecklenburg County

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 Railroad's Public Projects Engineer, 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) Sign and receive back from the Railroad Engineer a fully executed copy of the required Norfolk Southern Construction Right of Entry Agreement (attached as an addendum.)

(2) Give the Railroad written notice, in electronic format, 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:

Mr. Scott Overbey
Public Projects Engineer
scott.overbey@nscorp.com

(3) 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.

(4) Obtain Railroad's Flagging Services as required by Section 7 herein.

(5) 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.

(6) Furnish a schedule for all work within the Railroad right of way as required by section 7-B-1 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.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Department, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Plans. If temporary clearances are not shown on the plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

(1) A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.

(2) A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

(3) All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances

(4) The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

- 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 Engineer or their designated Construction Engineering Representative.

(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. Submittal Requirements

(1) The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.

(2) The Contractor shall allow for 30 days for the Railroad's review and response.

(3) All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.

(4) All submittals and calculations must be signed and sealed by a North Carolina Registered Professional Engineer.

(5) All submittals shall first be approved by the Department Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

(6) For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:

(a) General Means and Methods.

(b) Ballast Protection.

(c) Construction Excavation & Shoring.

(d) Pipe, Culvert, & Tunnel Installations.

(e) Demolition Procedure.

(f) Erection & Hoisting Procedure.

(g) Debris Shielding or Containment.

(h) Blasting.

(i) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms.

(j) Bent Cap Falsework. A lift plan will be required if the contractor wants to move the falsework over the track.

(7) The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

C. Ballast Protection

(1) The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

(2) The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

D. Excavation:

(1) 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.

(2) Additionally, the Railroad Engineer may require the Contractor to install orange construction safety fencing for protection of the work area.

E. Excavation for Structures and Shoring Protection:

(1) 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.

(2) All plans and calculations for shoring shall be prepared and signed by a North Carolina Registered Professional Engineer, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.4.E-Construction Excavation (Refer To Norfolk Southern Public Projects Manual Appendix H). 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.

(3) The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5-G of these

provisions.

(4) The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.

(5) Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".

Additionally, a walkway with OSHA approved handrail protection and orange construction fencing will be required for all excavations in the Railroad right-of-way.

E. Pipe, Culvert, & Tunnel Installations

Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:

(a) For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.

(b) For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.

(c) For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.

F. Demolition Procedures

(1) General

(a) Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

(b) Railroad tracks and other Railroad property must be protected from damage during the procedure.

(c) A pre-demolition meeting shall be conducted with the Department, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.

(d) The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.

(e) Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

(2) Submittal Requirements

In addition to the submittal requirements outlined in Section 5-A-2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

(a) A plan showing the location of cranes, horizontally & vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

(b) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(c) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure & calculations.

(d) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Department and the Railroad.

(e) A complete demolition procedure, including the order of lifts; time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(f) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tiedowns and falsework.

(3) Overhead Demolition Debris Shield

(a) The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to

catch all falling debris.

(b) The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.

(c) The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.

(d) The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

(e) The demolition debris shield shall have a minimum design load of 50 Pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.

(f) The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.

(g) The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

(4) Vertical Demolition Debris Shield

A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection and Hoisting:

(1) General

(a) Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'- 0" from the centerline of track.

(b) Railroad tracks and other Railroad property must be protected from damage during the procedure.

(c) A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's

personnel prior to the start of the erection procedure.

(d) The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.

(e) For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened.

(2) Submittal Requirements

In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

(a) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.

(b) 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.

(c) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(d) 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 field measurements. The field measurements are to be made under the supervision of the North Carolina Registered Professional Engineer submitting the procedure and calculations.

(e) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting

capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Department and the Railroad.

(f) A complete erection procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(e) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. 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.

(e) The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.

(f) Explosive materials or loaded holes shall not be left unattended at the blast site.

(g) A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.

(h) After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.

(i) The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

(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.

I. Track Monitoring

(1) At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

(2) The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.

(3) The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.

(4) If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. 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) If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.

(3) All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. 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 losses, costs, expenses, claim or liability for loss 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.

L. 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 Railroad Engineer 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:

- (1) Flagging services will not be provided until the Contractor's insurance has been reviewed and approved by the Railroad.
- (2) 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.
- (3) 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. 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 electronically to the Railroad Engineer:

Mr. Scott Overbey – Public Projects Engineer
saoverbey@nscorp.com

(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 and must conform to AREMA and/or FRA standards .

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 from the Railroad.

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. Orange construction fencing may be required as directed.
- 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.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

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 missions 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.

NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Railroad including Lexington Insurance Railroad), Hudson Group or ACE.

- (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; or
- (5) CG 00 35 12 07

(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:

Construction within the railroad's right of way on SR 2480 (Sugar Creek Road) in Charlotte N. C. for NCDOT Project U-2507A.

(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:

Broad Form Nuclear Exclusion – Form IL 00 21
30-day Advance Notice of Non-renewal or cancellation
60-day written notice to the Department prior to cancellation or change
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. Insurance Submission Procedures

(1) Norfolk Southern will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. NS will NOT accept initial insurance submissions via email or faxes.

(2) Norfolk Southern requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:

(3) The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.

(4) The Contractor's commercial general, automobile, and workers compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy

(5) It should be noted that 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. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

- G. 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.

RAILROAD SITE DATA:

The following information is provided as a convenience to the Contractor. This information is subject to change and the Contractor should contact the Railroad to verify the accuracy. Since this information is shown as a convenience to the Contractor but is subject to change, the Contractor shall have no claims whatsoever against either the Railroad or the Department of Transportation for any delays or additional costs incurred based on changes in this information.

Number of tracks	-	<u>one</u>
Train traffic is sporadic averaging less than one a day.		
Maximum speed of trains	-	<u>10</u>
Passenger Service		<u>NO</u>

Project U-2507A

Mecklenburg County

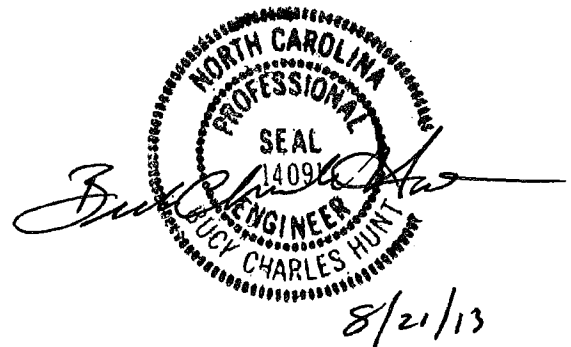
**Project Special Provisions
Culvert**

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For MSE Retaining Walls, see Geotechnical special provisions.

For Segmental Gravity Retaining Walls, see Geotechnical special provisions.



PROJECT SPECIAL PROVISIONS
CULVERT

PROJECT U-2507A

MECKLENBURG COUNTY

OPTIONAL PRECAST REINFORCED CONCRETE
BOX CULVERT AT STATION 57+89.00 -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.

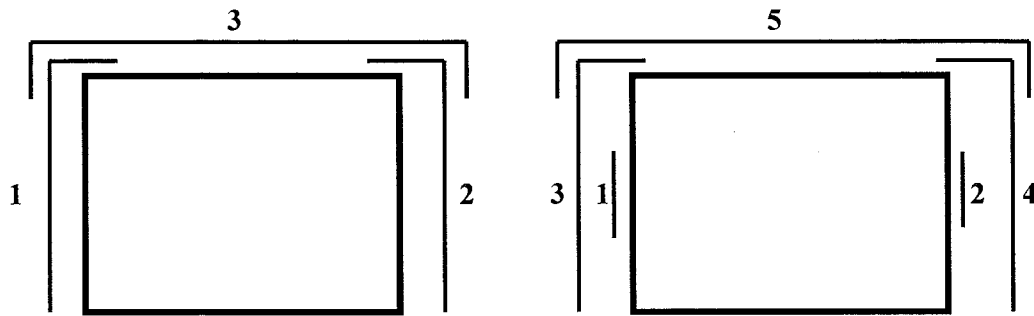
B. Design

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 up grade. 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. Screed Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab.

For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 1/2" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than 3/4".

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

Design falsework and formwork requiring submittals in accordance with the 1995 AASHTO *Guide Design Specifications for Bridge Temporary Works* except as noted herein.

1. Wind Loads

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph. In addition, Table 2.2A is included to provide the maximum wind speeds by county in North Carolina.

Table 2.2 - Wind Pressure Values

Height Zone 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**(8-9-13)****1.0 GENERAL**

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, "submittals" refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Resident Engineer. Either the Structure Design Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

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

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

2.0 ADDRESSES AND CONTACTS

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

Via US mail:

Mr. G. R. Perfetti, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

Attention: Mr. P. D. Lambert, P. E.

Via other delivery service:

Mr. G. R. Perfetti, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

Attention: Mr. P. D. Lambert, P. E.

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

Via other delivery service:

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

The status of the review of structure-related submittals sent to the Structure Design Unit can be viewed from the Unit's web site, via the "Contractor Submittal" link.

Direct any questions concerning submittal review status, review comments or drawing markups to the following contacts:

Primary Structures Contact: Paul Lambert (919) 707 – 6407
(919) 250 – 4082 facsimile
plambert@ncdot.gov

Secondary Structures Contacts: James Gaither (919) 707 – 6409
 James Bolden (919) 707 – 6408

Eastern Regional Geotechnical Contact (Divisions 1-7):
 K. J. Kim (919) 662 – 4710
 (919) 662 – 3095 facsimile
 kkim@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):
 Eric Williams (704) 455 – 8902
 (704) 455 – 8912 facsimile
 ewilliams@ncdot.gov

3.0 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Resident Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structure Design Unit and/or the Geotechnical Engineering Unit.

The first table below covers “Structure Submittals”. The Resident Engineer will receive review comments and drawing markups for these submittals from the Structure Design Unit. The second table in this section covers “Geotechnical Submittals”. The Resident Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structure Design Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

Submittal	Copies Required by Structure Design Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal ¹
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
Temporary Detour Structures	10	2	Article 400-3 & "Construction, 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

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
2. Submit one hard copy of submittal to the Resident or Bridge Maintenance Engineer. Submit a second copy of submittal electronically (PDF via email) or by facsimile, US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
3. The Pile Driving Equipment Data Form is available from:
www.ncdot.org/doh/preconstruct/highway/geotech/formdet/
See second page of form for submittal instructions.
4. Electronic copy of submittal is required. See referenced provision.

CRANE SAFETY**(8-15-05)**

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration regulations (OSHA).

Submit all items listed below to the Engineer prior to beginning crane operations involving critical lifts. A critical lift is defined as any lift that exceeds 75 percent of the manufacturer's crane chart capacity for the radius at which the load will be lifted or requires the use of more than one crane. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

CRANE SAFETY SUBMITTAL LIST

- A. **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.

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>
Dredge and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Environmental Management, DENR State of North Carolina

The Contractor shall comply with all applicable permit conditions during construction of this project. Those conditions marked by * are the responsibility of the Department and the Contractor has no responsibility in accomplishing those conditions.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *2012 Standard Specifications* and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the waters or wetlands provided that activities outside those areas is done in such a manner as to not affect the waters or wetlands.

DEPARTMENT OF THE ARMY PERMIT

Permittee: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
ATTN: DR. GREGORY J. THORPE, PH.D

Permit No.: SAW-2008-02424

Issuing Office: CESAW-RG-A

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

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

Project Description: The proposed project involves widening of the existing Mallard Creek Road from W.T. Harris Boulevard (SR 2665) to its intersection with Hubbard Road (SR 2480) and then continuing to the southeast on new location to Sugar Creek Road (SR 2480) with an extension from Rumble Road (SR 2501) to Neal Road (SR 2498) in Mecklenburg County, North Carolina. In the original project description, U-2507 A included an extension from Rumble Road to Neal Road, but was removed due to funding. The City of Charlotte Department of Transportation has taken on the extension portion of the project as the City Boulevard extension/connector. Both projects are being reviewed concurrently but will be permitted as separate actions.

U-2507 A includes construction of a one-mile, four lane divided roadway with curb and gutter on new location from the Graham Street/Sugar Creek Road intersection to Garrison Drive. At Garrison Avenue, the proposed project will tie into the existing Mallard Creek Road and continue as a widening project to the intersection of W.T. Harris Boulevard. Jurisdictional aquatic impacts due to the proposed construction will occur at 6 sites. Total permanent impacts associated with the proposed project total 0.15 acre of wetlands (0.11 acres are isolated wetland impacts), 1,121 linear feet of jurisdictional stream channel, and 1.09 acre of open water impacts. Temporary impacts total less than 0.01 acre stream channel.

Project Location: Charlotte, Mecklenburg County, North Carolina

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **December 31, 2017**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit,

Special Conditions:

SEE ATTACHED SPECIAL CONDITIONS

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

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

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

E. J. Lusk for 2 Nov 16, 2012
(PERMITTEE) NORTH DEPARTMENT OF TRANSPORTATION (DATE)
ATTN: DR. GREGORY J. THORPE, PH.D.

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

Tracy L Wheeler for 11/20/12
(DISTRICT ENGINEER) STEVEN A. BAKER, COLONEL (DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFeree) (DATE)

SPECIAL CONDITIONS
Action ID: SAW-2008-02424

Work Limits

- a) All work authorized by this permit must be performed in strict compliance with the attached plans, which are a part of this permit. Any modification to these plans must be approved by the US Army Corps of Engineers (USACE) prior to implementation.
- b) The permittee shall schedule a preconstruction meeting between its representatives, the contractor's representatives, and the Corps of Engineers, Asheville Regulatory Field Office, NCDOT Regulatory Project Manager, prior to any work within jurisdictional waters and wetlands to ensure that there is a mutual understanding of all of the terms and conditions contained within this Department of the Army Permit. The permittee shall provide the USACE, Asheville Regulatory Field Office, NCDOT Regulatory Project Manager, with a copy of the final plans at least two weeks prior to the preconstruction meeting along with a description of any changes that have been made to the project's design, construction methodology or construction timeframe. The permittee shall schedule the preconstruction meeting for a time when the USACE and North Carolina Division of Water Quality (NCDWQ) Project Managers can attend. The permittee shall invite the Corps and NCDWQ Project Managers a minimum of thirty (30) days in advance of the scheduled meeting in order to provide those individuals with ample opportunity to schedule and participate in the required meeting.
- c) Except as authorized by this permit or any USACE approved modification to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, within waters or wetlands. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area. This prohibition applies to all borrow and fill activities connected with this project.
- d) Except as specified in the plans attached to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, in such a manner as to impair normal flows and circulation patterns within waters or wetlands or to reduce the reach of waters or wetlands.

Related Laws

- f) The North Carolina Division of Water Quality has issued a conditioned Water Quality Certification (Number 3921) on May 24, 2012, for your project, the conditions of that certification are hereby incorporated as special conditions of this permit. For your convenience, a copy of the certification is attached as Exhibit A. These referenced conditions are hereby incorporated as special conditions of this permit.

SPECIAL CONDITIONS
Action ID: SAW-2008-02424

g) All mechanized equipment will be regularly inspected and maintained to prevent contamination of waters and wetlands from fuels, lubricants, hydraulic fluids, or other toxic materials. In the event of a spill of petroleum products or any other hazardous waste, the permittee shall immediately report it to the N.C. Division of Water Quality at (919) 733-5083, Ext. 526 or (800) 662-7956 and provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act will be followed.

Project Maintenance

h) The permittee shall advise the Corps in writing prior to beginning the work authorized by this permit and again upon completion of the work authorized by this permit.

i) Unless otherwise authorized by this permit, all fill material placed in waters or wetlands shall be generated from an upland source and will be clean and free of any pollutants except in trace quantities. Metal products, organic materials (including debris from land clearing activities), or unsightly debris will not be used.

j) The permittee shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this permit. A copy of this permit, including all conditions, shall be available at the project site during construction and maintenance of this project.

k) The permittee shall employ all sedimentation and erosion control measures necessary to prevent an increase in sedimentation or turbidity within waters and wetlands outside the permit area. This shall include, but is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project must remain in full compliance with all aspects of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4).

l) The permittee shall remove all sediment and erosion control measures placed in wetlands or waters, and shall restore natural grades in those areas, prior to project completion.

SPECIAL CONDITIONS
Action ID: SAW-2008-02424

m) During the clearing phase of the project, heavy equipment must not be operated in surface waters or stream channels. Temporary stream crossings will be used to access the opposite sides of stream channels. All temporary diversion channels and stream crossings will be constructed of non-erodable materials. Grubbing of riparian vegetation will not occur until immediately before construction begins on a given segment of stream channel.

n) No fill or excavation for the purposes of sedimentation and erosion control shall occur within jurisdictional waters, including wetlands, unless it is included on the plan drawings and specifically authorized by this permit.

o) The permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the work will, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the water or wetland to its pre-project condition.

Enforcement

p) Violations of these conditions or violations of Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act must be reported in writing to the Wilmington District U.S. Army Corps of Engineers within 24 hours of the permittee's discovery of the violation.

q) The permittee will ensure that the construction design plans for this project do not deviate from the permit plans attached to this authorization. Written verification shall be provided that the final construction drawings comply with the attached permit drawings prior to any active construction in waters of the United States, including wetlands. Any deviation in the construction design plans will be brought to the attention of the Corps of Engineers, Asheville Regulatory Field Office prior to any active construction in waters or wetlands.

r) Prior to commencing construction within jurisdictional waters of the United States for any portion of the proposed project, the permittee shall forward the latest version of project construction drawings to the Corps of Engineers, Asheville Regulatory Field Office NCDOT Regulatory Project Manager. Half-size drawings will be acceptable.

s) 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

SPECIAL CONDITIONS
Action ID: SAW-2008-02424

activity. The width, height, and gradient of a proposed opening should be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow should be determined from gauge data, if available. In the absence of such data, bankfull flow can be used as a comparable level.

t) 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. Destabilizing the channel and head cutting upstream should be considered in the 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.

u) To ensure that all borrow and waste activities occur on high ground and do not result in the degradation of adjacent wetlands and streams, except as authorized by this permit, the permittee shall require its contractors and/or agents to identify all areas to be used to borrow material, or to dispose of dredged, fill, or waste material. The permittee shall provide the USACE with appropriate maps indicating the locations of proposed borrow or waste sites as soon as the permittee has that information. The permittee will coordinate with the USACE before approving any borrow or waste sites that are within 400 feet of any streams or wetlands.

v) The permittee shall take measures to prevent live or fresh concrete from coming into contact with any surface waters until the concrete has hardened.

Mitigation

w) 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.

U.S. ARMY CORPS OF ENGINEERS

Wilmington District

~~X~~ **Compensatory Mitigation Responsibility Transfer Form**

Permittee: North Carolina Department of Transportation

Action ID: SAW-2008-02424

Project Name: U-2507 A, Widening SR 2467 (Mallard Creek Road) from Sugar Creek Road to SR 2665 (W. T. Harris Boulevard)

County: Mecklenburg

Instructions to Permittee: The Permittee must provide a copy of this form to the Mitigation Sponsor, either an approved Mitigation Bank or the North Carolina Ecosystem Enhancement Program (NCEEP), who will then sign the form to verify the transfer of the mitigation responsibility. Once the Sponsor has signed this form, it is the Permittee's responsibility to ensure that to the U.S. Army Corps of Engineers (USACE) Project Manager identified on page two is in receipt of a signed copy of this form before conducting authorized impacts, unless otherwise specified below. If more than one mitigation Sponsor will be used to provide the mitigation associated with the permit, or if the impacts and/or the mitigation will occur in more than one 8-digit Hydrologic Unit Code (HUC), multiple forms will be attached to the permit, and the separate forms for each Sponsor and/or HUC must be provided to the appropriate mitigation Sponsors.

Instructions to Sponsor: The Sponsor must verify that the mitigation requirements shown below are available at the identified site. By signing below, the Sponsor is accepting full responsibility for the identified mitigation, regardless of whether or not they have received payment from the Permittee. Once the form is signed, the Sponsor must update the appropriate ledger and provide a copy of the signed form to the Permittee and to the USACE Bank/In-Lieu Fee Program Manager. The Sponsor must also comply with all reporting requirements established in their authorizing instrument.

Permitted Impacts and Compensatory Mitigation Requirements:**Permitted Impacts Requiring Mitigation***

8-digit HUC and Basin: 03040105, Yadkin River Basin

Stream Impacts (linear feet)			Wetland Impacts (acres)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-riverine	Non-Riparian	Coastal
974				0.04		

*If more than one mitigation sponsor will be used for the permit, only include impacts to be mitigated by this sponsor.

Compensatory Mitigation Requirements:

8-digit HUC and Basin: 03040105, Yadkin River Basin

Stream Mitigation (credits)			Wetland Mitigation (credits)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-riverine	Non-Riparian	Coastal
1,948				0.08		

Mitigation Site Debited: NCEEP

(List the name of the bank to be debited. For umbrella banks, also list the specific site. For NCEEP, list NCEEP. If the NCEEP acceptance letter identifies a specific site, also list the specific site to be debited).

Section to be completed by the Mitigation Sponsor

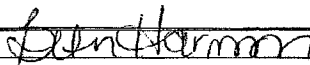
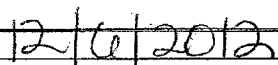
Statement of Mitigation Liability Acceptance: I, the undersigned, verify that I am authorized to approve mitigation transactions for the Mitigation Sponsor shown below, and I certify that the Sponsor agrees to accept full responsibility for providing the mitigation identified in this document (see the table above), associated with the USACE Permittee and Action ID number shown. I also verify that released credits (and/or advance credits for NCEEP), as approved by the USACE, are currently available at the mitigation site identified above. Further, I understand that if the Sponsor fails to provide the required compensatory mitigation, the USACE Wilmington District Engineer may pursue measures against the Sponsor to ensure compliance associated with the mitigation requirements.

Mitigation Sponsor Name: NCEEPName of Sponsor's Authorized Representative: Beth Harmon

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U.S. ARMY CORPS OF ENGINEERS

Wilmington District

	
Signature of Sponsor's Authorized Representative	Date of Signature

**USACE Wilmington District
Compensatory Mitigation Responsibility Transfer Form, Page 2**

Conditions for Transfer of Compensatory Mitigation Credit:

- Once this document has been signed by the Mitigation Sponsor and the USACE is in receipt of the signed form, the Permittee is no longer responsible for providing the mitigation identified in this form, though the Permittee remains responsible for any other mitigation requirements stated in the permit conditions.
- Construction within jurisdictional areas authorized by the permit identified on page one of this form can begin only after the USACE is in receipt of a copy of this document signed by the Sponsor, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein. For authorized impacts conducted by the North Carolina Department of Transportation (NCDOT), construction within jurisdictional areas may proceed upon permit issuance; however, a copy of this form signed by the Sponsor must be provided to the USACE within 30 days of permit issuance. NCDOT remains fully responsible for the mitigation until the USACE has received this form, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein.
- Signed copies of this document must be retained by the Permittee, Mitigation Sponsor, and in the USACE administrative records for both the permit and the Bank/ILF Instrument. It is the Permittee's responsibility to ensure that the USACE Project Manager (address below) is provided with a signed copy of this form.
- If changes are proposed to the type, amount, or location of mitigation after this form has been signed and returned to the USACE, the Sponsor must obtain case-by-case approval from the USACE Project Manager and/or North Carolina Interagency Review Team (NCIRT). If approved, higher mitigation ratios may be applied, as per current District guidance and a new version of this form must be completed and included in the USACE administrative records for both the permit and the Bank/ILF Instrument.

Comments/Additional Conditions:

This form is not valid unless signed by the mitigation Sponsor and USACE Project Manager. For questions regarding this form or any of the conditions of the permit authorization, contact the Project Manager at the address below.

USACE Project Manager: Liz Hair
USACE Field Office: Asheville Regulatory Field Office
 US Army Corps of Engineers
 151 Patton Avenue, Room 208
 Asheville, North Carolina 28801-5006

Email: sarah.e.hair@usace.army.mil

HAIR.SARAH.E

A.1054693512

USACE Project Manager Signature

Digitally signed by HAIR.SARAH.E
 A.1054693512
 DN: c=US, o=U.S. Government, ou=DoD,
 ou=PKI, ou=USA, cn=HAIR.SARAH.E
 A.1054693512
 Date: 2012.10.18 17:49:15 -04'00'

October 18, 2012

Date of Signature

Current Wilmington District mitigation guidance, including information on mitigation ratios, functional assessments, and mitigation bank location and availability, and credit classifications (including stream temperature and wetland groupings) is available at <http://ribits.usace.army.mil>.

**USACE Wilmington District
Compensatory Mitigation Responsibility Transfer Form, Page 2**

Conditions for Transfer of Compensatory Mitigation Credit:

- Once this document has been signed by the Mitigation Sponsor and the USACE is in receipt of the signed form, the Permittee is no longer responsible for providing the mitigation identified in this form, though the Permittee remains responsible for any other mitigation requirements stated in the permit conditions.
- Construction within jurisdictional areas authorized by the permit identified on page one of this form can begin only after the USACE is in receipt of a copy of this document signed by the Sponsor, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein. For authorized impacts conducted by the North Carolina Department of Transportation (NCDOT), construction within jurisdictional areas may proceed upon permit issuance; however, a copy of this form signed by the Sponsor must be provided to the USACE within 30 days of permit issuance. NCDOT remains fully responsible for the mitigation until the USACE has received this form, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein.
- Signed copies of this document must be retained by the Permittee, Mitigation Sponsor, and in the USACE administrative records for both the permit and the Bank/ILF Instrument. It is the Permittee's responsibility to ensure that the USACE Project Manager (address below) is provided with a signed copy of this form.
- If changes are proposed to the type, amount, or location of mitigation after this form has been signed and returned to the USACE, the Sponsor must obtain case-by-case approval from the USACE Project Manager and/or North Carolina Interagency Review Team (NCIRT). If approved, higher mitigation ratios may be applied, as per current District guidance and a new version of this form must be completed and included in the USACE administrative records for both the permit and the Bank/ILF Instrument.

Comments/Additional Conditions:

This form is not valid unless signed by the mitigation Sponsor and USACE Project Manager. For questions regarding this form or any of the conditions of the permit authorization, contact the Project Manager at the address below.

USACE Project Manager: Liz Hair
USACE Field Office: Asheville Regulatory Field Office
 US Army Corps of Engineers
 151 Patton Avenue, Room 208
 Asheville, North Carolina 28801-5006

Email: sarah.e.hair@usace.army.mil

HAIR.SARAH.E

A.1054693512

USACE Project Manager Signature

Digitally signed by HAIR.SARAH.E
 A.1054693512
 DN: c=US, o=U.S. Government, ou=DoD,
 ou=PKI, ou=USA, cn=HAIR.SARAH.E
 A.1054693512
 Date: 2012.10.18 17:49:15 -04'00'

October 18, 2012

Date of Signature

Current Wilmington District mitigation guidance, including information on mitigation ratios, functional assessments, and mitigation bank location and availability, and credit classifications (including stream temperature and wetland groupings) is available at <http://ribits.usace.army.mil>.



North Carolina Department of Environment and Natural Resources

Division of Water Quality

Charles Wakild
Director

Beverly Eaves Perdue
Governor

Dee Freeman
Secretary

May 24, 2012

Gregory J. Thorpe, Ph.D., Environmental Management Director
North Carolina Department of Transportation
Project Development and Environmental Analysis Branch
1548 Mail Service Center
Raleigh, North Carolina, 27699-1598

JUN 1 2 2012

Subject: 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act and Isolated Wetlands Permit Pursuant to IWGP100000 with Additional Conditions for the Proposed Upgrade of Existing Mallard Creek Road (SR 2457) from H.T. Harris Boulevard (SR 2665) to the Intersection of Hubbard Road (SR 2494) and Continuing Southeast on New Location to Sugar Creek (SR 2480) with an Additional Extension from Rumble Road (SR 2501) to Neal Road (SR 2498), Mecklenburg County, TIP No. U-2507A, WBS Element No. 34811.2.3, NCDWQ Project No. 11-1102

Dear Dr. Thorpe:

Attached hereto is a copy of Certification No. 3921 issued to The North Carolina Department of Transportation (NCDOT) dated May 24, 2012.

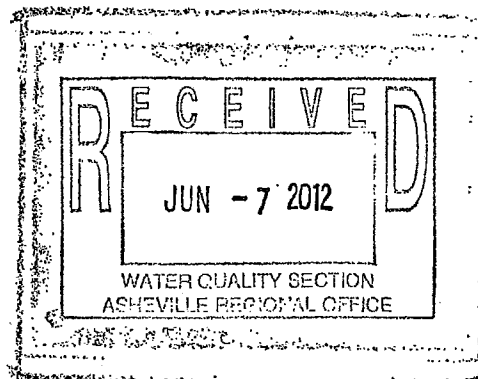
If we can be of further assistance, do not hesitate to contact us.

Sincerely,


for Charles Wakild
Director

Attachments

cc: Sarah Hair, US Army Corps of Engineers, Asheville Field Office
Chris Militscher, Environmental Protection Agency (electronic copy only)
Marla Chambers, NC Wildlife Resources Commission (electronic copy only)
Marella Buncick, US Fish and Wildlife Service (electronic copy only)
William Gilmore, Ecosystem Enhancement Program
Michael Turchy, NCDOT PDEA
Larry Thompson, NCDOT Division 10 Environmental Officer
Sonia Carrillo, NCDWQ Transportation Permitting Unit
Polly Lespinasse, NCDWQ Mooresville Regional Office
David Wainwright, NCDWQ Transportation Permitting Unit
File Copy



Mooresville Regional Office
Location: 610 East Center Ave., Suite 301 Mooresville, NC 28115
Phone: (704) 663-1699 \ Fax: (704) 663-6040 \ Customer Service: 1-877-623-6748
Internet: <http://portal.ncdenr.org/web/wq>

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One
North Carolina
Naturally

Dr. Gregory J. Thorpe
Page Two

401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act and Isolated Wetlands Permit Pursuant to IWGP100000 with ADDITIONAL CONDITIONS

THIS CERTIFICATION is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Quality (NCDWQ) Regulations in 15 NCAC 2H.0500 and the Isolated Wetlands Permit Pursuant to IWGP100000. This certification authorizes the NCDOT to permanently impact 1,137 linear feet of jurisdictional streams, 0.04 acres of jurisdictional wetlands, 0.11 acres of jurisdictional isolated wetlands, and 1.09 acres of pond, and to temporarily impact 106 lf of streams and 0.02 acres of ponds in Mecklenburg County. The project shall be constructed pursuant to the application received December 20, 2011, and additional information received May 9, 2012. The authorized impacts are as described below:

Stream Impacts in the Yadkin Pee-Dee River Basin

Permit Site No. / Station No.s	Permanent Fill in Intermittent Stream (linear ft)	Temporary Fill in Intermittent Stream (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Temporary Fill in Perennial Stream (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
Site 1/Stations 51+50 to 53+23-L-LT, 53+75 to 58+49 -L-, 53+75 to 53+90-L-LT			726 lf (152 lf for culvert/stream relocation to base ditch, 552 lf for relocation of base ditch, 22 lf for bank stabilization)	20 lf for stream realignment	746 lf	726 lf
Site 2/Stations 57+19 to 57+58-L-, 57+44 to 58+30-L-			286 lf (214 lf for culvert, 72 lf for bank stabilization)	76 lf for stream realignment and diversions	362 lf	286 lf
Site 3/Station 63+20 to 63+21 -L-RT			19 lf for bank stabilization		19 lf	0
Site 4/Station 27+14 to 27+83-Y6-RT			78 lf (44 lf for culvert, 34 lf for bank stabilization)	10 lf for diversions	88 lf	0
Site 6/Station 17+66 to 17+98-Y13-LT	28 lf for bank stabilization				28 lf	0
Total	28 lf	0	1,109 lf	106 lf	1,243 lf	1,012 lf

Total Stream Impacts for Yadkin Pee-Dee River Basin: 1,243 linear feet

Wetland Impacts in the Yadkin Pee-Dee River Basin (Riverine)

Permit Site No. / Station No.s	Permanent Fill/Excavation/ Clearing Impacts (ac)	Temporary Impacts (ac)	Total Wetland Impact (ac)	Wetland Impacts Requiring Mitigation (ac)
Site 3/Station 63+88 to 64+23-L-RT	0.01 ac (fill)		0.01 ac	0
Site 4/Station 27+14 to 27+83-Y6-RT	0.02ac (0.01 ac fill, 0.01 ac mechanized clearing)		0.02 ac	0
Site 6/Station 17+66 to 17+98-Y13-LT	0.01 ac (mechanized clearing)		0.01 acre	0
Total	0.04 ac	0	0.04 ac	0

Total Wetland Impacts for Yadkin Pee-Dee River Basin: 0.04 acres

Dr. Gregory J. Thorpe
Page Three

Isolated Wetland Impacts in the Yadkin Pee-Dee River Basin

Permit Site No./ Station No.s	Permanent Fill/Excavation/ Clearing Impacts (ac)	Temporary Impacts (ac)	Total Wetland Impact (ac)	Wetland Impacts Requiring Mitigation (ac)
Site 1/Station 50+59 to 52+15-L-RT	0.11 ac (0.07 ac fill, 0.04 ac mechanized clearing)		0.11 ac	0

Total Isolated Wetland Impacts for Yadkin Pee-Dee River Basin: 0.11 acres

Open Water Impacts in the Yadkin Pee-Dee River Basin

Permit Site No.	Permanent Fill/ Draining in Open Waters (ac)	Temporary Fill/ Draining in Open Waters (ac)	Total Fill/ Draining in Open Waters (ac)
Site 3	0.26 ac (fill)	0.82 ac (draining)	1.08 ac
Site 5	0.01 ac (fill)	0.02 ac (draining)	0.03 ac
Total	0.27 ac	0.84 ac	1.11 ac

Total Open Water Impacts for Yadkin-Pee Dee River Basin: 1.11 acres

The application provides adequate assurance that the discharge of fill material into the waters of the Yadkin-Pee Dee River Basins and associated wetlands, in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your application received December 20, 2011, and additional information received May 9, 2012. Should your project change, you are required to notify the NCDWQ and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed one acre or 150 linear feet, respectively, additional compensatory mitigation may be required as described in 15A-NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not limited to) Sediment and Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.

Conditions of Certification:

1. The riprap size at Permit Site 1 shall be Class I as indicated on the revised plans received May 9, 2012.
2. The riprap size at Permit Sites 2 and 3 shall be Class II as indicated on the revised plans received May 9, 2012.
3. Rock check dams are being installed in the relocated stream at Permit Site 1. NCDOT will be using Class I riprap and filter stone to construct the check dams. DWQ recommends the use of coir fiber matting in lieu of filter stone. Please be advised that if filter stone is deposited downstream, DWQ will require the hand removal of the filter stone from any impacted stream length.

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Page Four

4. **Temporary riprap stabilization is authorized at the outlet of the 7' x 8' reinforced concrete box culvert at Permit Site 2. NCDOT is advised that the riprap must be removed upon completion of the project and the streambank stabilized with coir fiber matting and appropriate vegetation. If the riprap is not removed, a permit modification and mitigation for 76 linear feet of stream impact will be required.**
5. A large pond will be drained at Permit Site 3. A jurisdictional stream, at the upstream end of the existing pond, was observed feeding into the pond during a field visit. Therefore, it is likely that a jurisdictional stream will be identified during the proposed pond draining. **The impacts authorized by this certification at Permit Site 3 are for impacts to surface waters (ponds), with the exception of 19 linear feet of stream impact located downstream of the pond dam. No impacts to any jurisdictional stream located in this pond are approved by this Water Quality Certification.** A modification will be required for impacts to any length of stream within the pond. Additionally, the permit must be modified to change all designated "open water impacts" at this site to "stream impacts". Based on the length of any proposed stream impact, additional stream mitigation may be required.
6. All portions of the proposed project draining to 303(d) listed watersheds that are impaired due to biological criteria exceedances (Doby Creek) shall not discharge stormwater directly to surface waters. Stormwater shall be treated using appropriate best management practices (e.g., vegetated conveyances, constructed wetlands, detention ponds, etc.) prior to discharging to surface waters.
7. At Permit Sites 3 and 5, where ponds will be drained, proper measures will be taken to drain the pond with limited impact to upstream and downstream channel stability as well as to native aquatic species. Proper measures will be taken to avoid sediment release and/or sediment accumulation downstream as a result of pond draining. If typical pond draining techniques will create a significant disturbance to native aquatic species, additional measures such as collection and relocation may be necessary to prevent a significant fish kill. NCDOT shall consult with the North Carolina Wildlife Resources staff to determine if there are any sensitive species, and the most appropriate measures to limit impacts to these species. The Permittee shall observe any natural channel re-establishment, or utilize natural channel construction techniques, to ensure that the jurisdictional stream channel above and below the drained pond remain stable and that no additional impacts occur within the natural stream channel as a result of draining the pond.
8. The existing stormwater outfall, which discharges to Permit Site 3, must be stabilized as indicated on the revised plans received May 9, 2012.
9. A stormwater ditch, with a slope of 11%, is proposed to outfall to the stream at a 90 degree angle. NCDOT is advised that if the stream destabilizes due to the slope and/or angle of the stormwater outfall, corrective actions to stabilize the stream will be required.
- * 10. Compensatory mitigation for 1,012 linear feet of impact to streams is required. We understand that the North Carolina Ecosystem Enhancement Program (EEP) has agreed to implement the stream mitigation for the project. EEP has indicated in a letter dated December 14, 2011, that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with the North Carolina Department of Environment and Natural Resources' Ecosystem Enhancement Program In-Lieu Fee Instrument signed July 28, 2010.
11. All culverts shall be placed below the elevation of the streambed by one (1) foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and downstream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by 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.
12. If multiple pipes or barrels are required, they shall be designed to mimic the natural stream cross section as closely as possible, including pipes or barrels at floodplain elevation and/or sills, where appropriate. Widening the stream channel shall be avoided. Stream channel widening at the inlet or outlet end of the structure(s) typically decreases water velocity causing sediment deposition that requires increased maintenance and disrupts aquatic life passage.

Dr. Gregory J. Thorpe
Page Five

13. The site shall be graded to its preconstruction contours and revegetated with appropriate native species for the 1,035 linear feet of streams being impacted due to site dewatering activities.
14. The riprap used for streambank stabilization, ditchline stabilization along streambanks and floodplain bench construction shall be of sufficient size to prevent migration of the riprap into the active stream channel.
15. 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.
16. 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.
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. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval.
19. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of NCDOT Construction and Maintenance Activities manual such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water.
20. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream.
21. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials.
22. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification.
23. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited.
24. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If 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.
25. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification.
26. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager.
27. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification.
28. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.

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Page Six

29. The Permittee shall report any violations of this certification to the Division of Water Quality within 24 hours of discovery.
- * 30. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT (or their authorized agent) shall complete and return the enclosed "Certification of Completion Form" to notify NCDWQ when all work included in the 401 Certification has been completed.
31. Native riparian vegetation must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction.
32. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be located in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities.
33. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to protect surface waters standards:
 - a. The erosion and sediment control measures for the project must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Sediment and Erosion Control Planning and Design Manual*.
 - b. The design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal, or exceed, the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
 - c. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
 - d. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.
34. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification.
35. 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 Permit. This Certification shall expire upon the expiration of the 404 Permit.

If you wish to contest any statement in the attached Certification you must file a petition for an administrative hearing. You may obtain the petition form from the office of Administrative hearings. You must file the petition with the office of Administrative Hearings within sixty (60) days of receipt of this notice. A petition is considered filed when it is received in the office of Administrative Hearings during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official state holidays. The original and one (1) copy of the petition must be filed with the Office of Administrative Hearings.

The petition may be faxed-provided the original and one copy of the document is received by the Office of Administrative Hearings within five (5) business days following the faxed transmission.
The mailing address for the Office of Administrative Hearings is:

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

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Page Seven

A copy of the petition must also be served on DENR as follows:

Mr. William Cary, General Counsel
Department of Environment and Natural Resources
1601 Mail Service Center
Raleigh, NC 27699-1601

This, the 24th day of May 2012

DIVISION OF WATER QUALITY

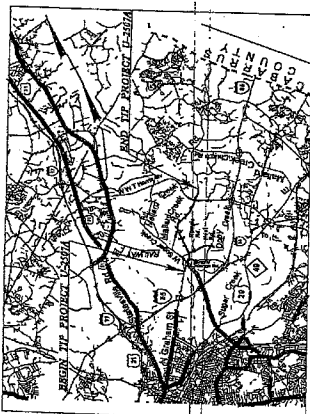


for Charles Wakild
Director

WQC No. 3921

TIP PROJECT: U-2507A

See Sheet 14 for Index of Sheets



VICINITY MAP

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

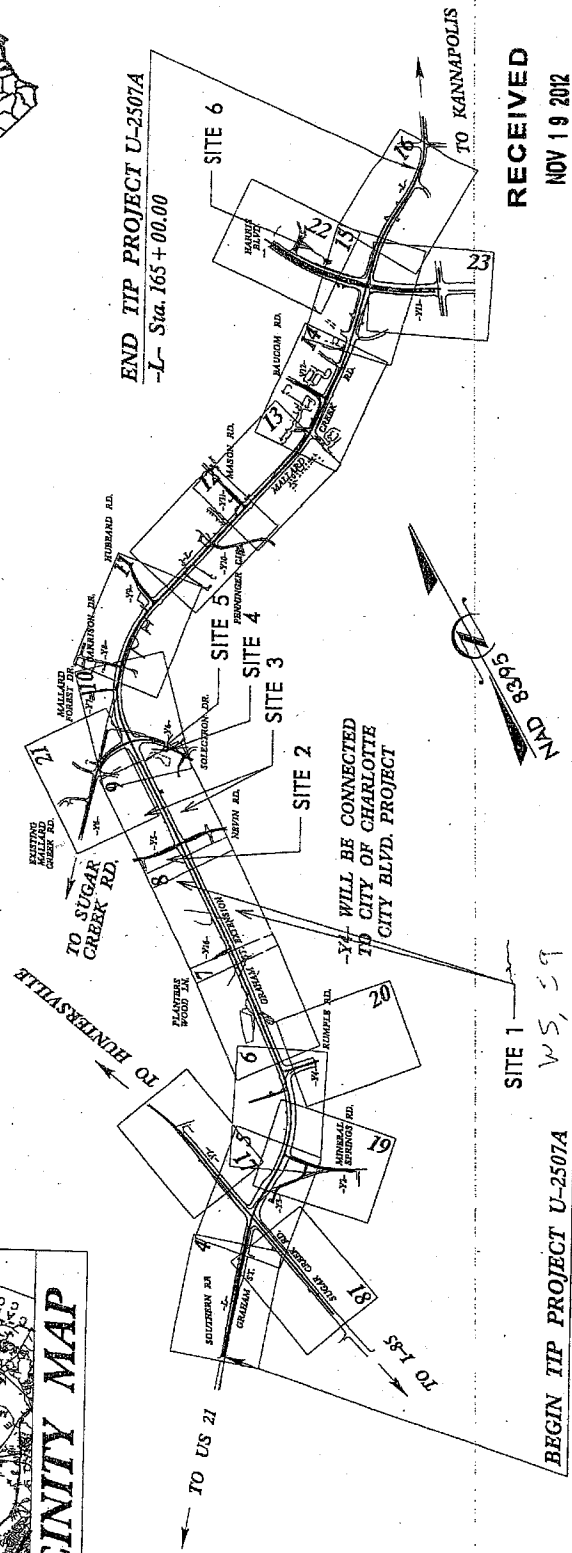
MECKLENBURG COUNTY

LOCATION: CHARLOTTE - SR 2467 (MALLARD CREEK ROAD)
FROM GRAHAM STREET EXTENSION TO SR 2665
(HARRIS BOULEVARD)

TYPE OF WORK: GRADING, DRAINAGE, AND PAVING

Permit Drawing
Sheet 1 of 23

STATE	N.C.
PROJECT	U-2507A
DATE	3/4/11
BY	STP-238(2)
PE	



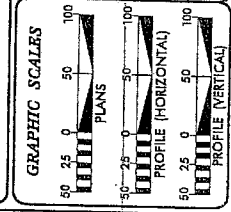
BEGIN TIP PROJECT U-2507A
-L- Sta. 10+00.00

END TIP PROJECT U-2507A
-L- Sta. 165+00.00

RECEIVED
NOV 19 2012
H&B: WMM: PAB: PMS

WETLAND IMPACTS

THIS PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF CHARLOTTE. THERE IS NO CONTROL OF ACCESS ON THIS PROJECT. CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD.



DESIGN DATA	
ADT 2010	= 32850
ADT 2030	= 45600
DIV	= 10 %
D	= 55 %
T	= 8 %
V	= 50 MPH
* TST 2. DUAL 6	

PROJECT LENGTH	
LENGTH OF ROADWAY TIP PROJECT U-2507A	= 2.94 MILES
LENGTH OF STRUCTURE TIP PROJECT U-2507A	= 0.00 MILES
TOTAL LENGTH OF TIP PROJECT U-2507A	= 2.94 MILES

Prepared in the Office of: DIVISION OF HIGHWAYS 1000 Bird Ridge Dr., Raleigh NC, 27610	PROJECT ENGINEER TONY HOUSER, PE PROJECT DESIGNER JASON TALLEY, PE PROJECT DESIGN APPROVER
DATE STANDARD PREPARATION JUNE 19, 2009	RIGHT-OF-WAY DATE JUNE 19, 2009
LETTING DATE JUNE 21, 2011	

HYDRAULICS ENGINEER

ROADWAY DESIGN ENGINEER

PROJECT

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

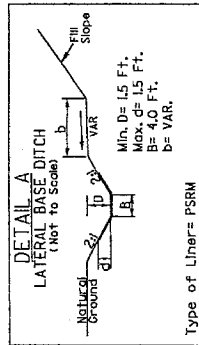
INCOMPLETE PLANS
DO NOT BE USED FOR CONSTRUCTION
PRELIMINARY PLANS
DO NOT BE USED FOR CONSTRUCTION

DRAINAGE DITCH DETAILS

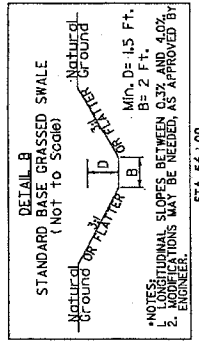
REVISIONS
NO. DATE BY
1 02/12/12 J.E.

INCOMPLETE PLANS
DO NOT USE FOR PERMIT
PRELIMINARY PLANS
DO NOT USE FOR PERMIT

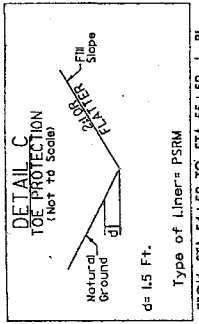
Revised February 2012
Permit Drawing
Sheet 2 of 23



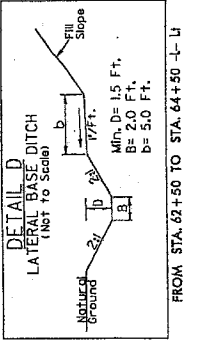
FROM STA. 54+00 TO STA. 57+35 -L- LI
FROM STA. 88+50 TO STA. 89+50 -L- LI



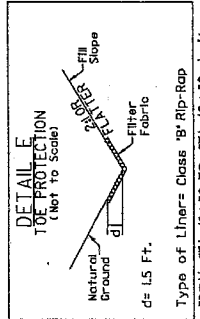
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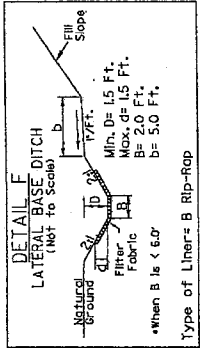
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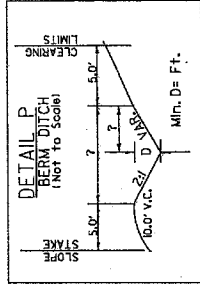
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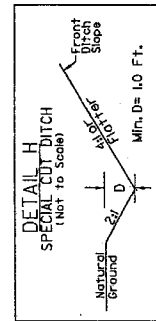
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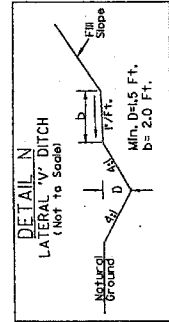
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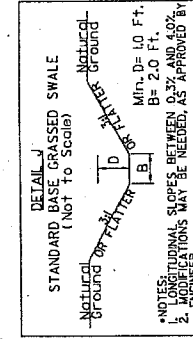
Sta. 93+81 to Sta. 94+68 -L- LI



FROM STA. 11+00 TO STA. 13+00 -X2- LI
FROM STA. 13+61 TO STA. 14+40 -X3- RI
FROM STA. 11+50 TO STA. 13+00 -X4- RI
FROM STA. 11+50 TO STA. 16+50 -X4- LI
FROM STA. 10+00 TO STA. 11+50 -X7/- RI



FROM STA. 81+50 TO STA. 84+00 -L- RI



EST. DITCH EXC. = 15 CY YDS

DRAINAGE DITCH DETAILS

U-C-214/4

ROADWAY DESIGN

ENGINEER

INCOMPLETE PLANS

PROJECT NO. 12345

DATE: 01/15/12

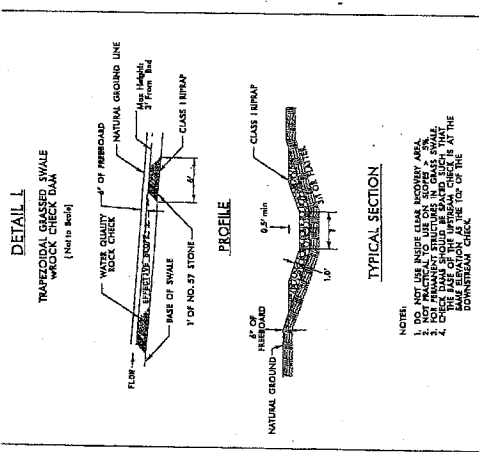
BY: J. D. SMITH

FOR: COUNTY OF ALABAMA

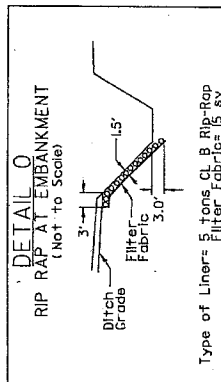
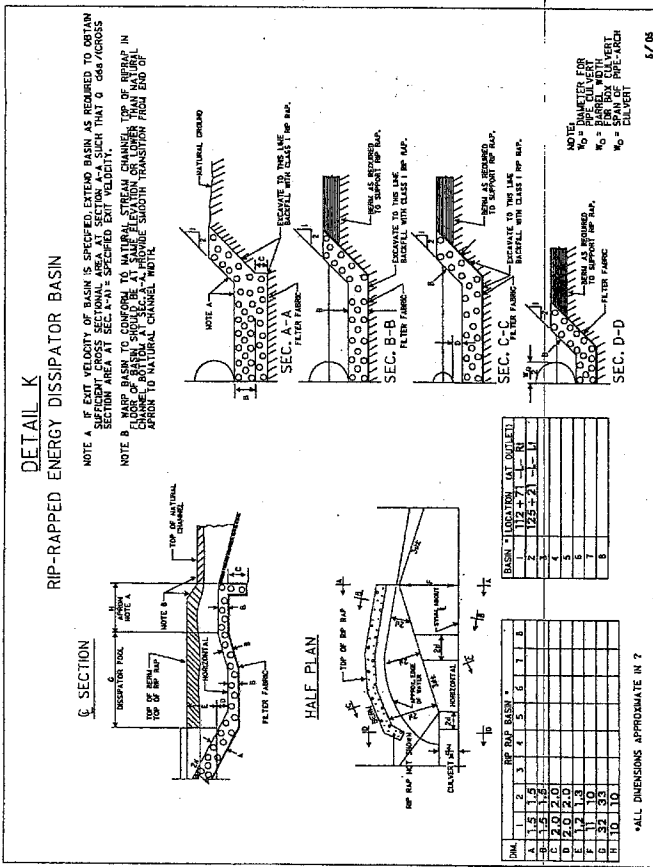
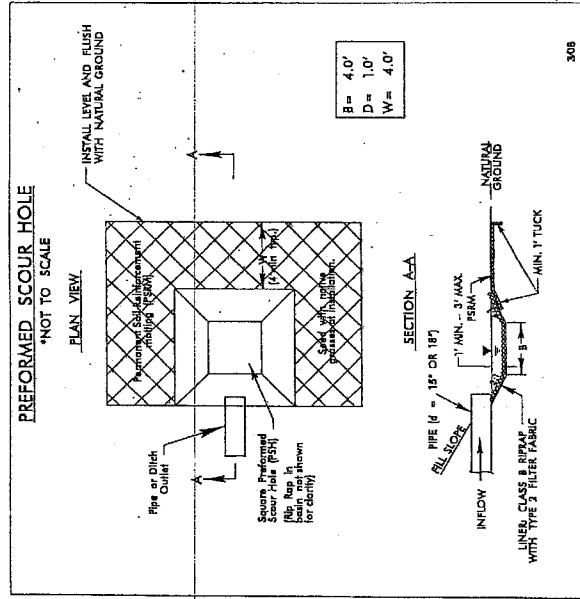
Revised February 2012

Permit Drawing

Sheet 3 of 23



- FROM STA. 54+00 TO STA. 57+35 -L- R-
- 2 Tons of Class "B" Rip Rap per check dam
- 0.5 Tons of 57 stone per check dam
- Min of 4 check dams required



Sta 112+71 -L- R- Ent 175 cu yds excavation
Sta 123+21 -L- R- Ent 150 cu yds excavation
Sta 123+21 -L- R- Ent 150 cu yds excavation

~~NAD' 83/95~~

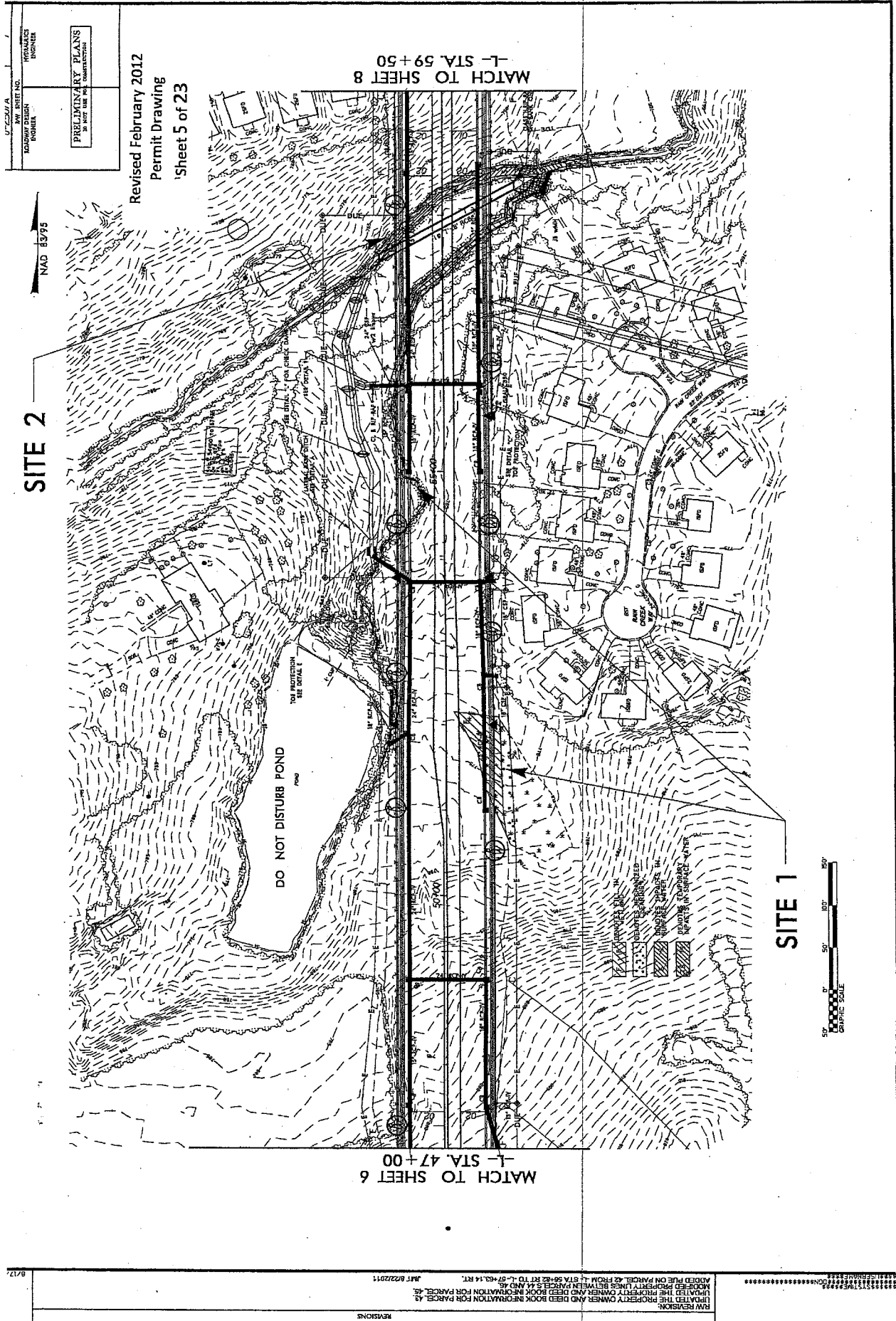
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524
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MATCH TO SHEET 8
-L- STA. 59+50

50' 0' 50' 100' 150'

GRAPHIC SCALE

	DENOTES FILL IN WETLAND
	DENOTES MECHANIZED CLEARING
	DENOTES IMPACTS IN SURFACE WATER
	DENOTES TEMPORARY IMPACTS IN SURFACE WATER



SITE 2

SITE 1

MATCH TO SHEET 6
L- STA. 47+00

MATCH TO SHEET 8
L- STA. 59+50

Revised February 2012
Permit Drawing
Sheet 5 of 23

UTM ZONE 18N	RAW SHEET NO.	HYDRAULICS ENGINEER
	ROADWAY DESIGN	ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION		

REVISIONS:

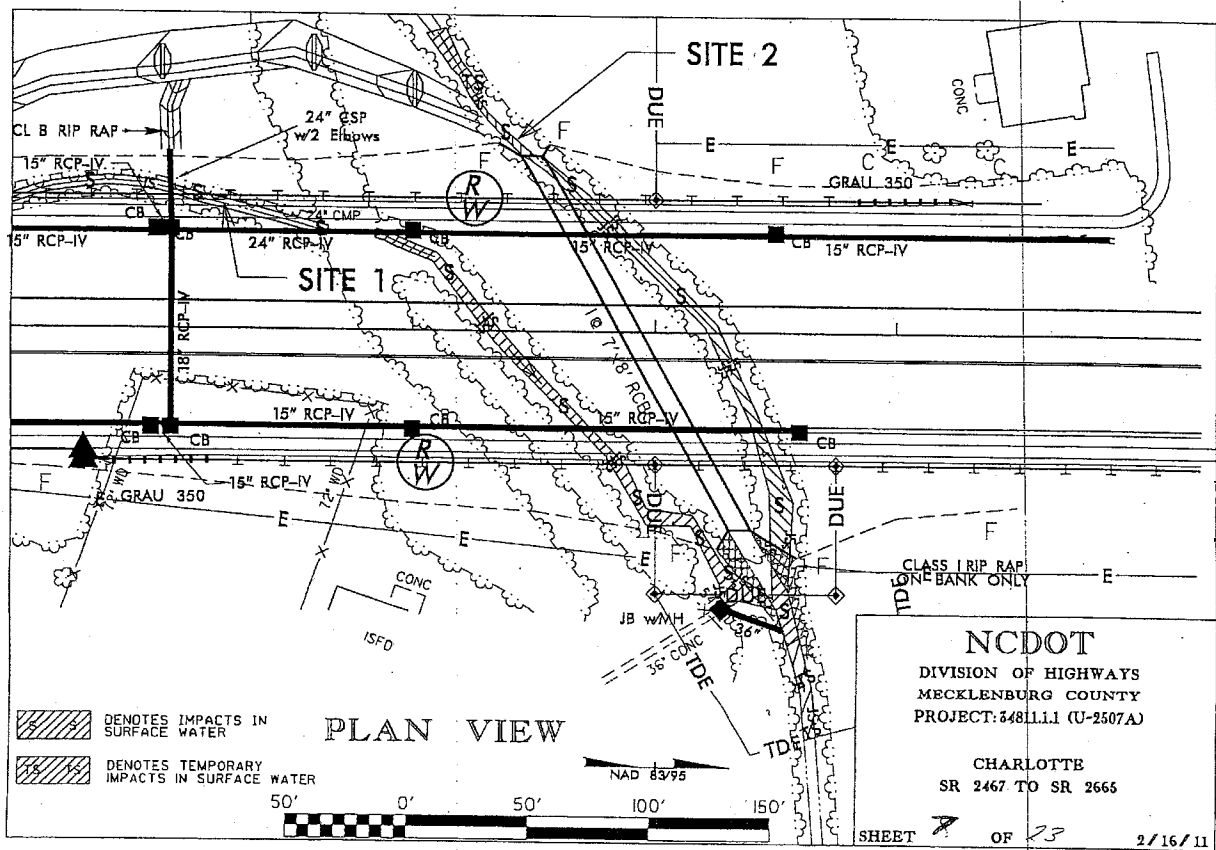
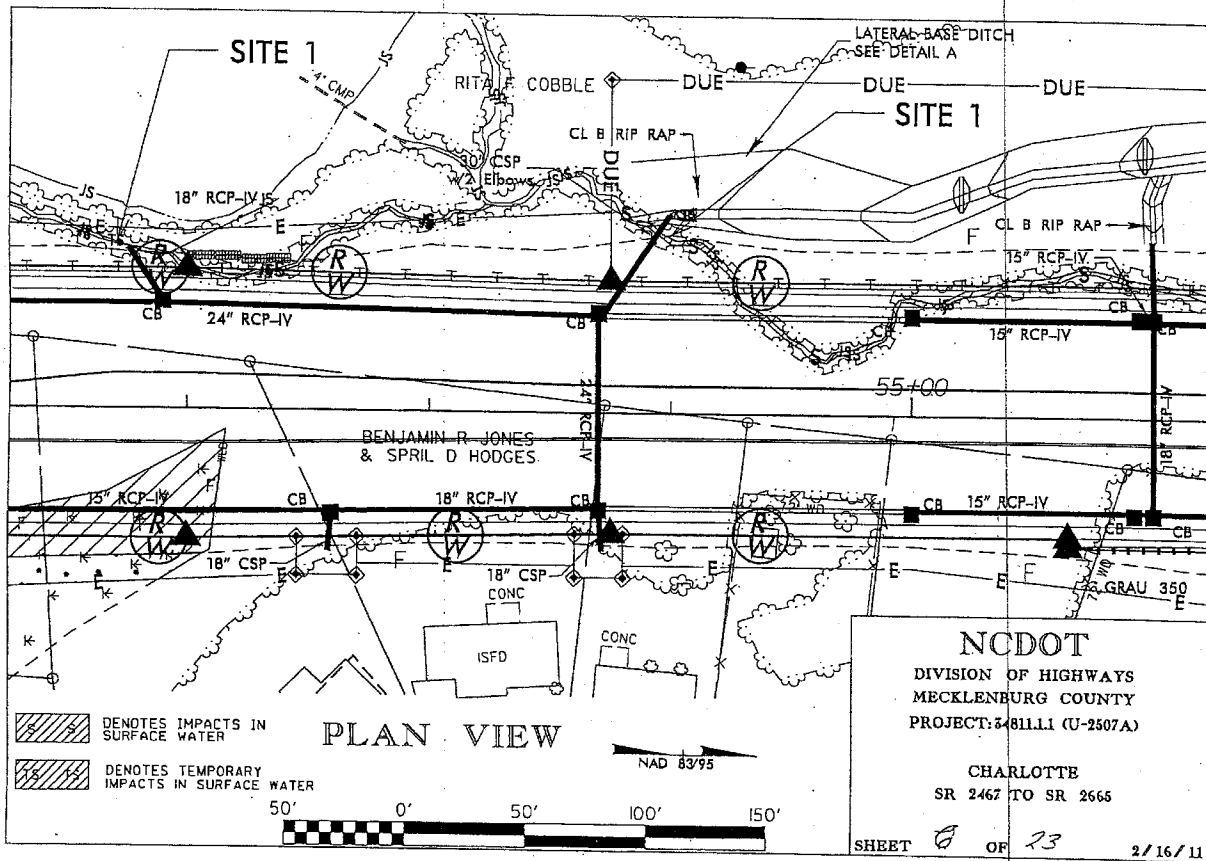
1. UPDATED THE PROPERTY OWNER AND DEED BOOK INFORMATION FOR PARCEL 42.

2. MODIFIED THE PROPERTY LINES BETWEEN PARCELS 41 AND 42.

3. ADDED PILE ON PARCEL 42 FROM L- STA. 56+82.14 RT. TO L- STA. 57+42.14 RT.

JMS 6/22/2015

6/17/



ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
INCOMPLETE PLANS DO NOT USE FOR PERMITTING PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

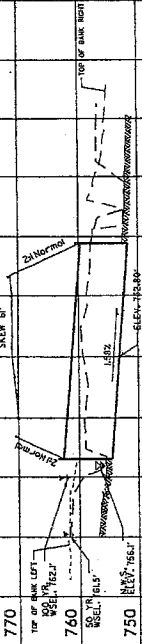
Permit Drawing
Sheet 2 of 23

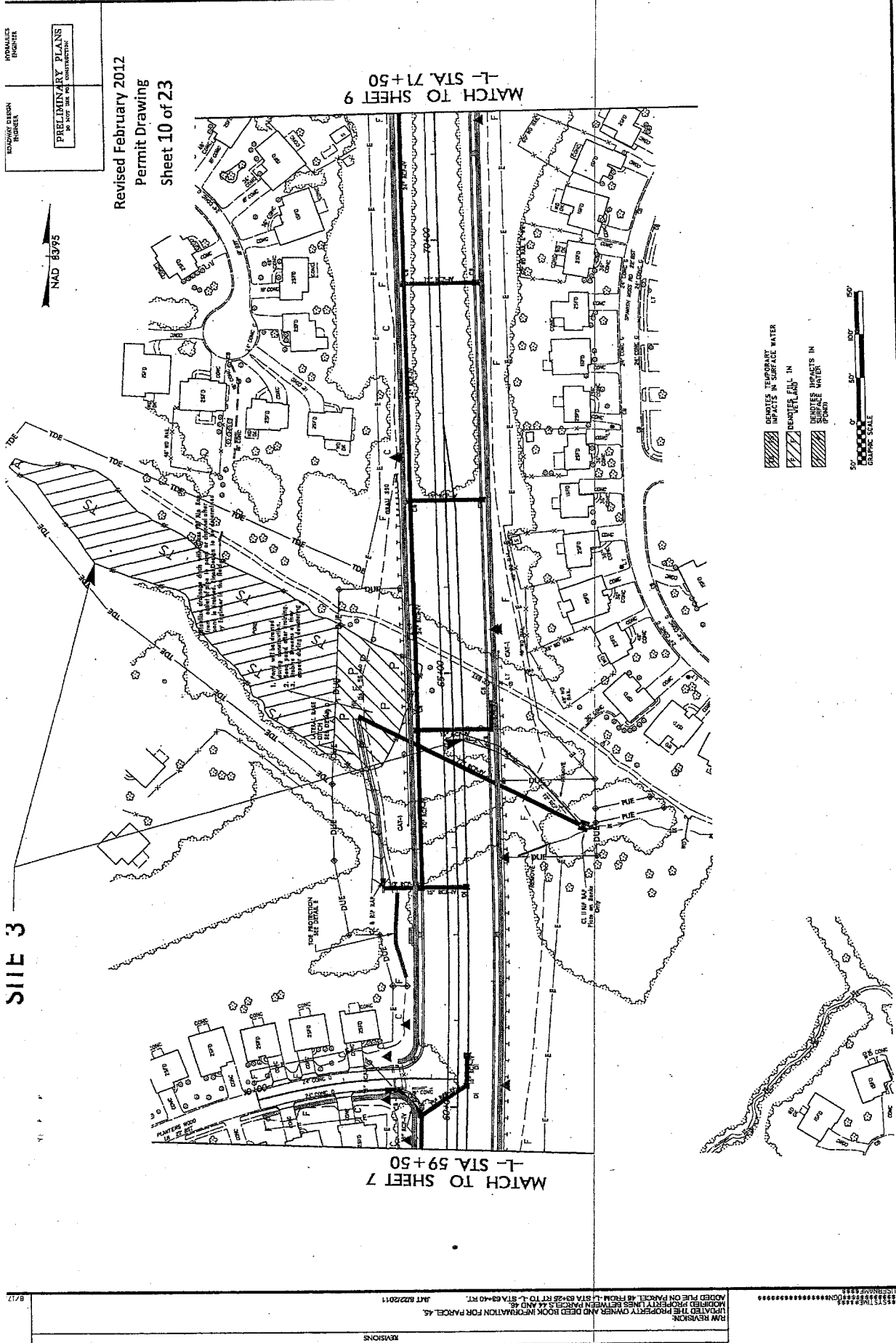
SITE 2

UT-DOBY CREEK

150' 100' 50' 0' 50' 100' 150'

STA. 51+85.42
 100' FROM EXIST. TOE
 SKEW 60°





SITE 3

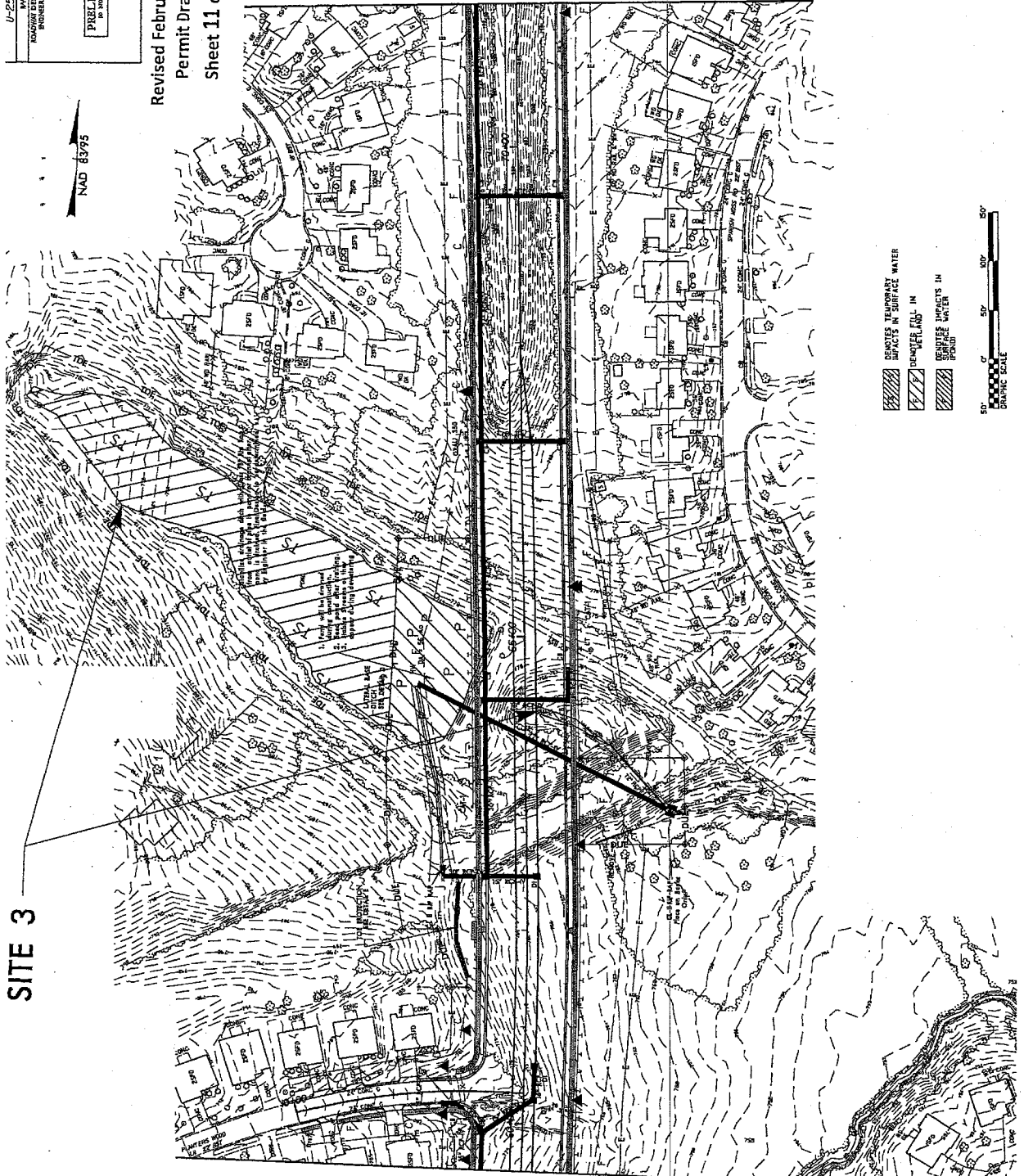
MATCH TO SHEET 7
-L- STA. 59+50

MATCH TO SHEET 9
-L- STA. 71+50

Revised February 2012
Permit Drawing
Sheet 11 of 23

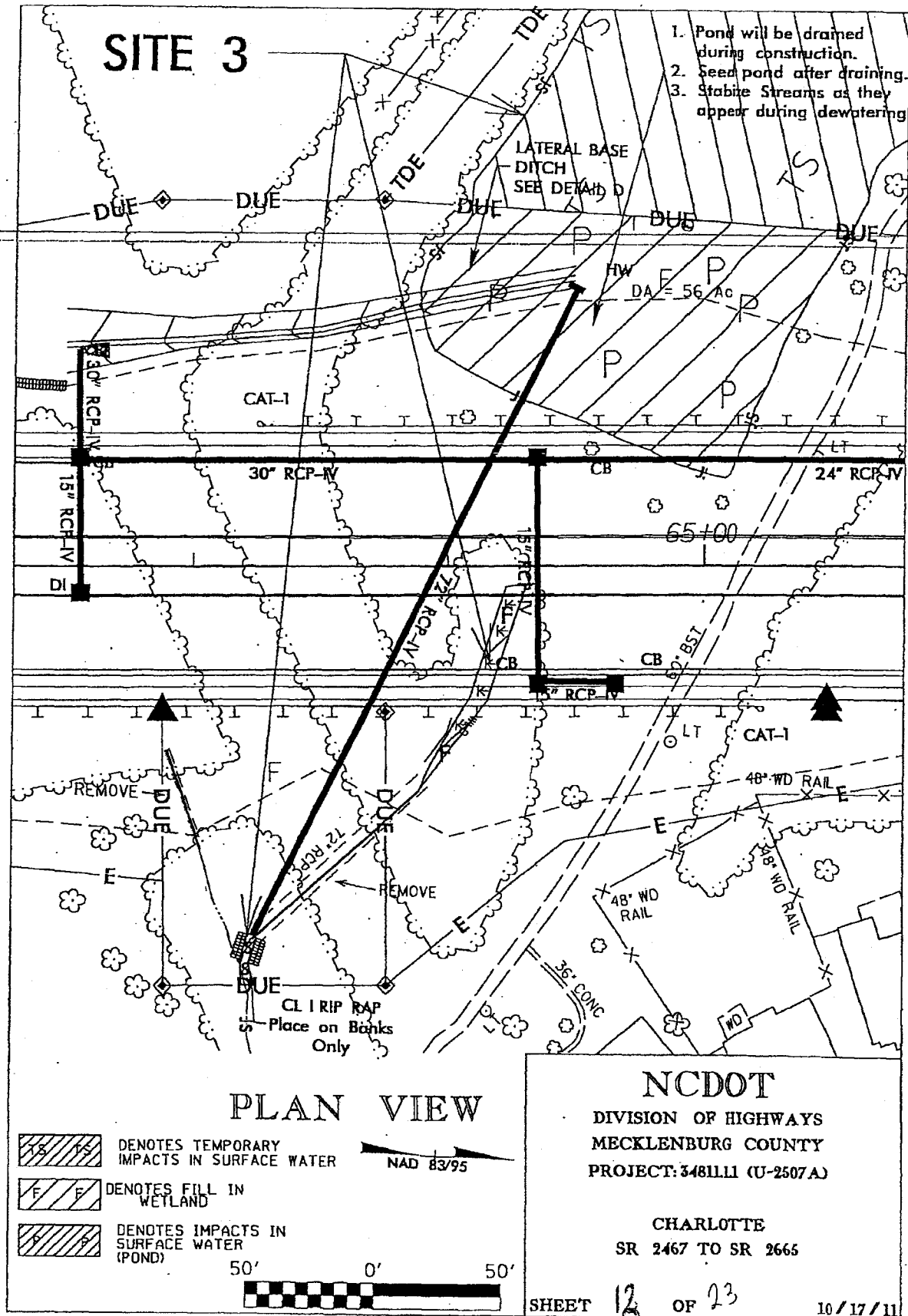
U-2507A	8
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

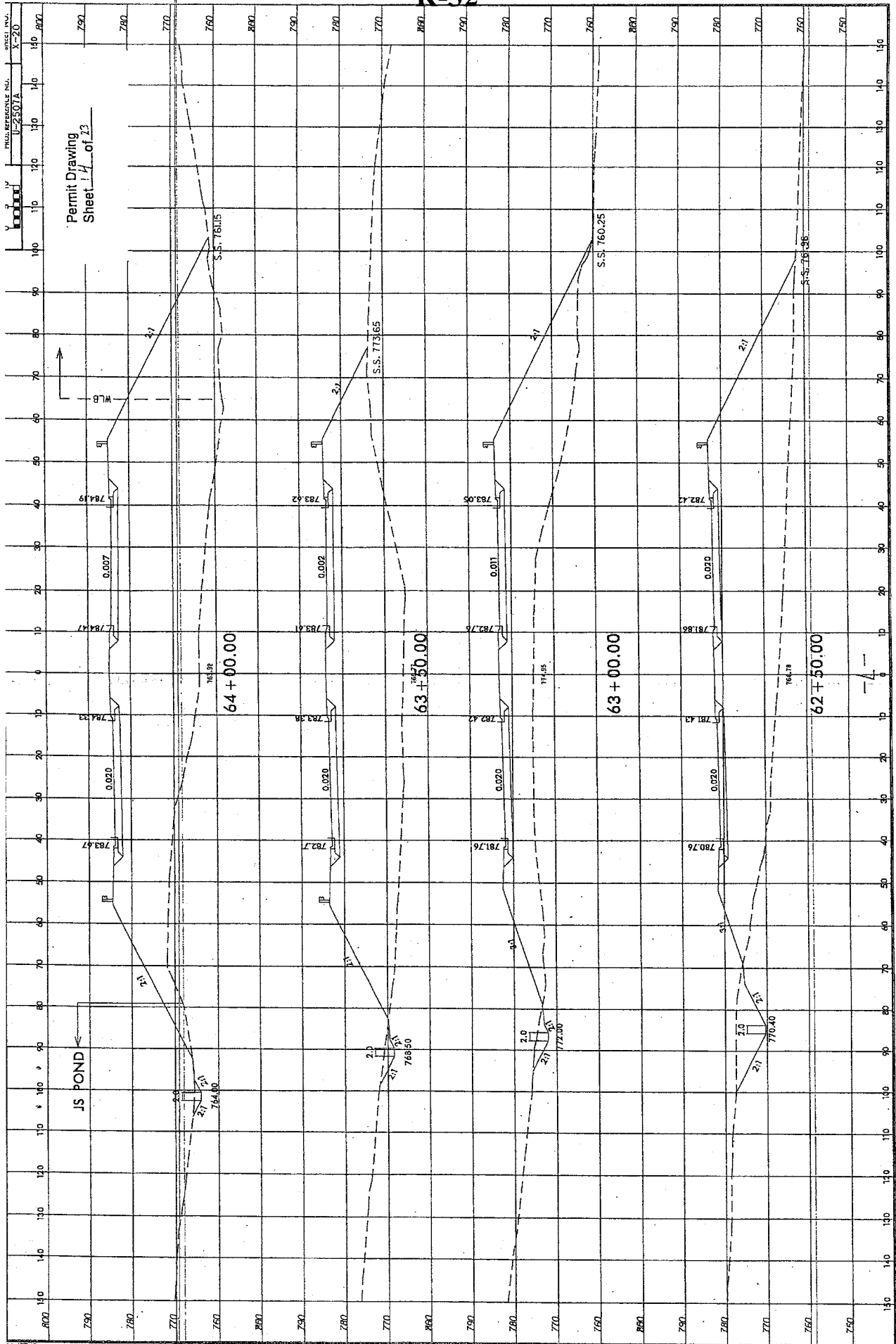
PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

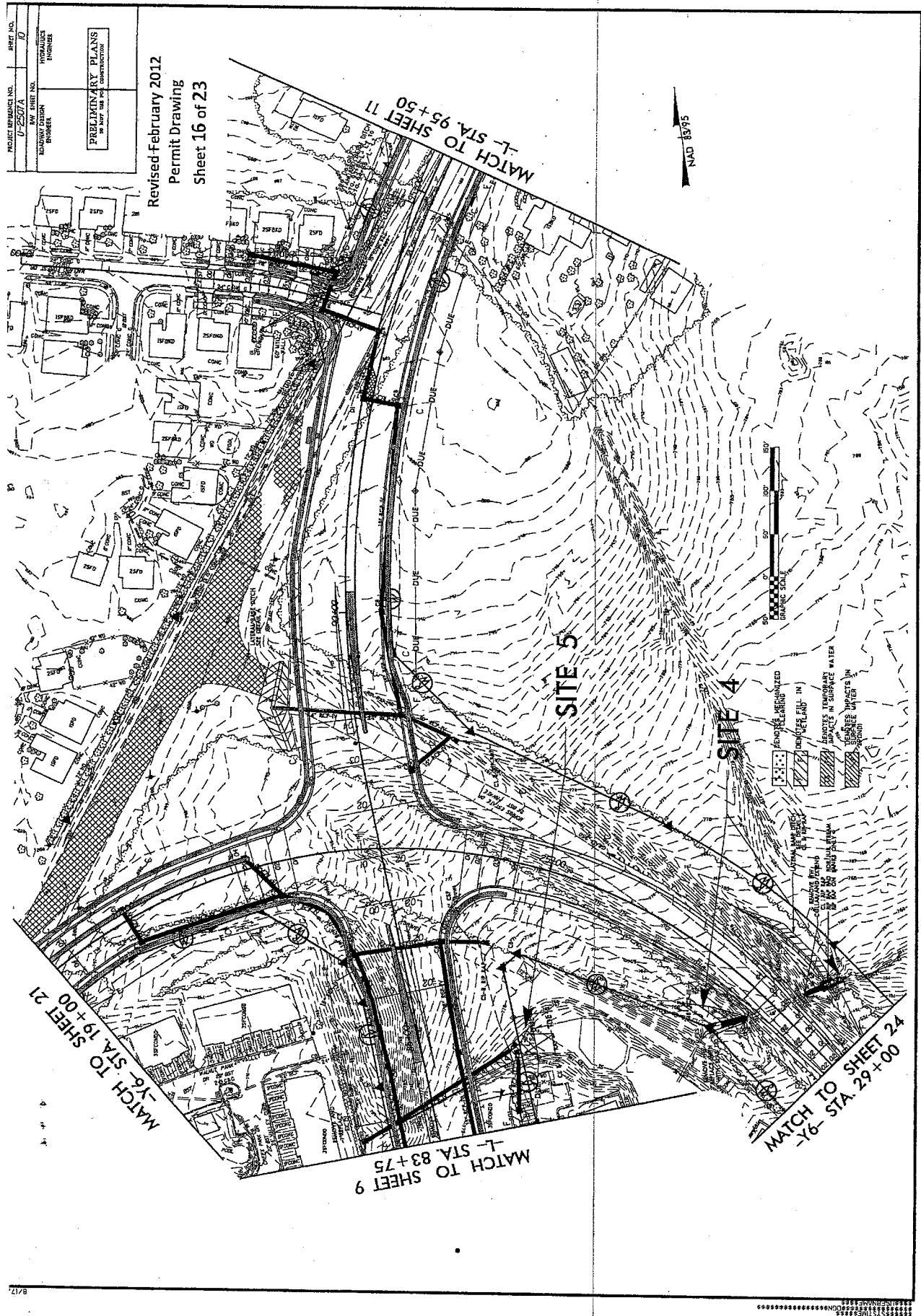


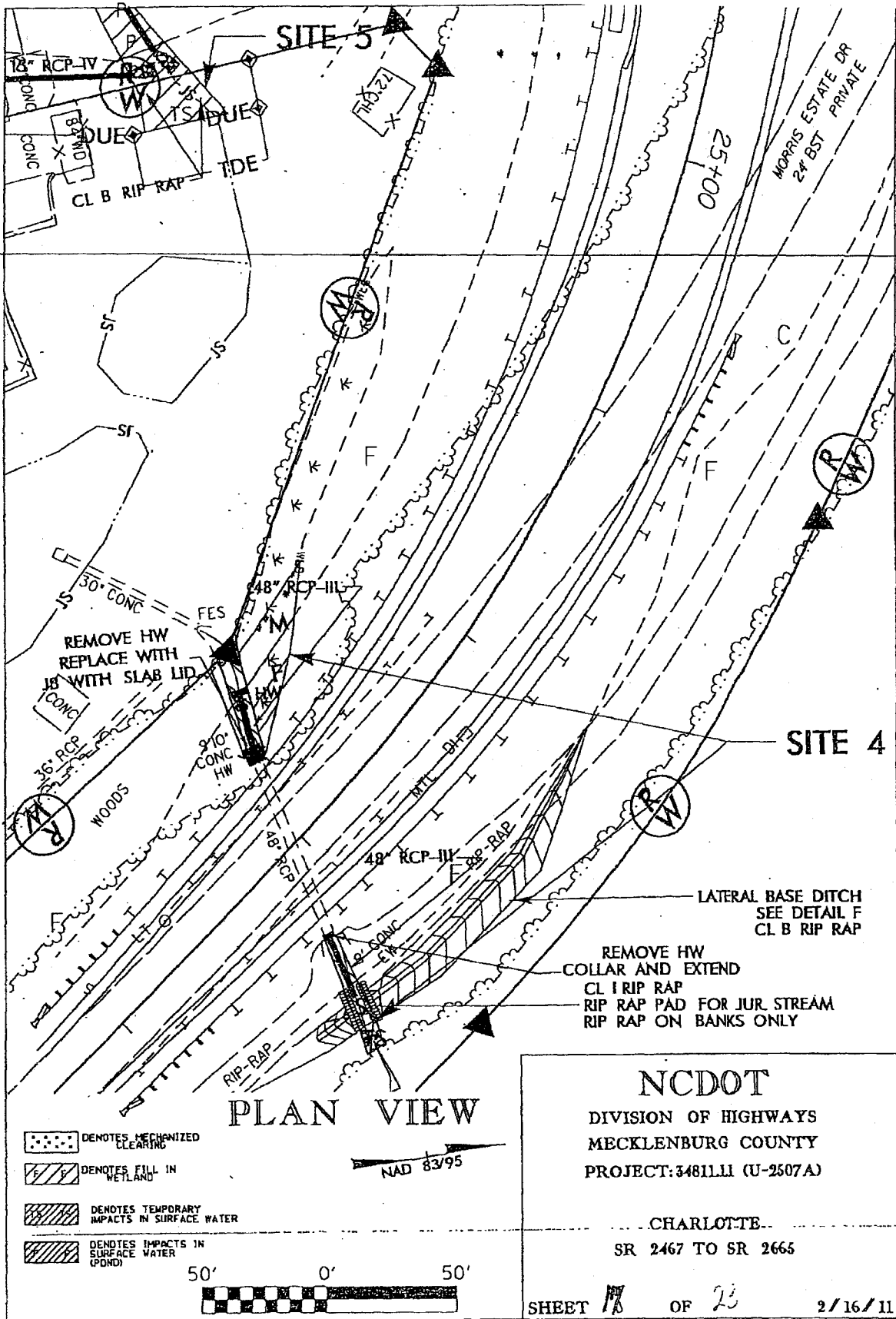
	DENOTES TEMPORARY IMPACTS IN SURFACE WATER
	DENOTES FILL-IN WETLAND
	DENOTES IMPACTS IN SURFACE WATER (POINT)

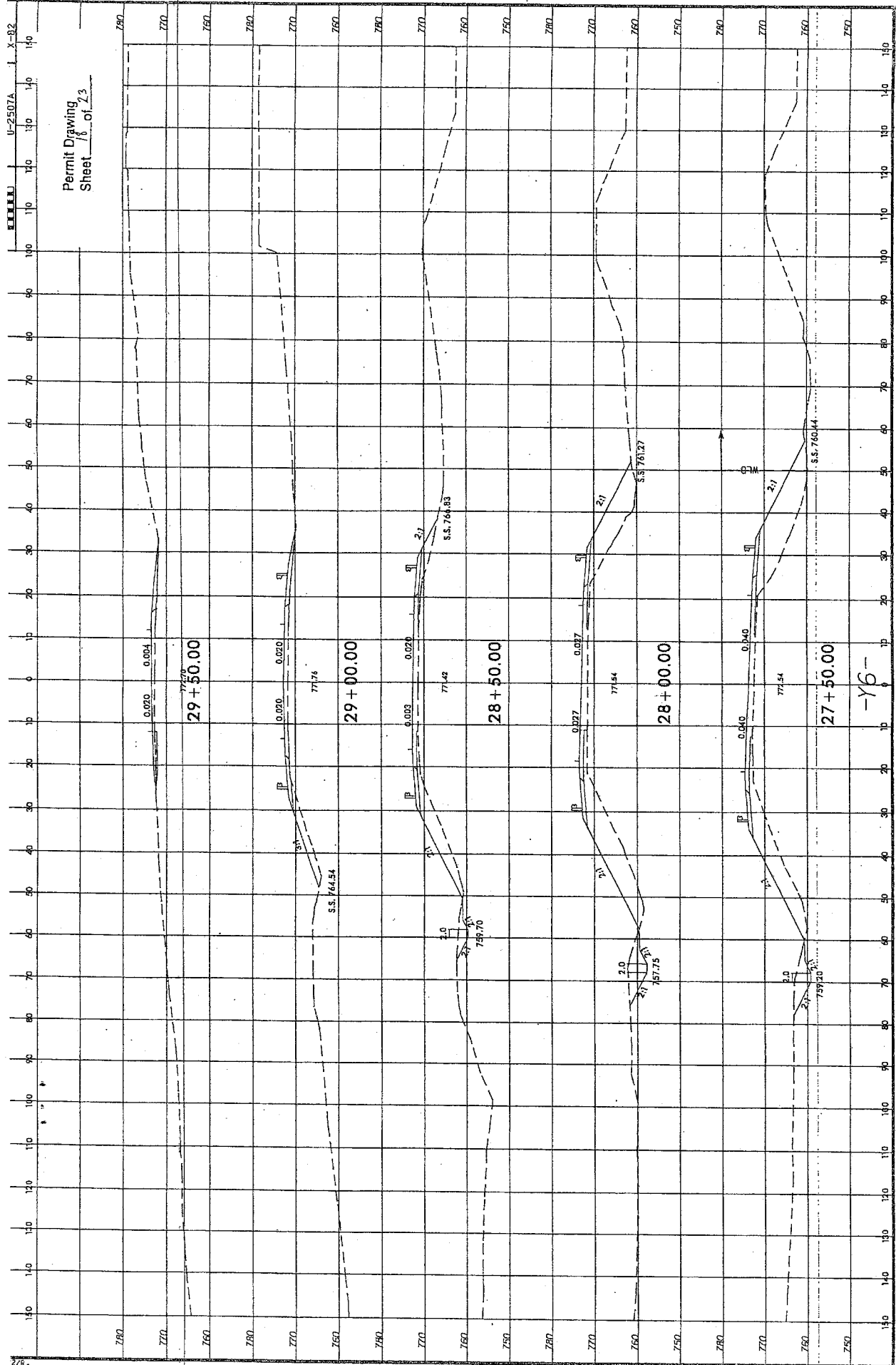




Permit Drawing
Sheet 14 of 23







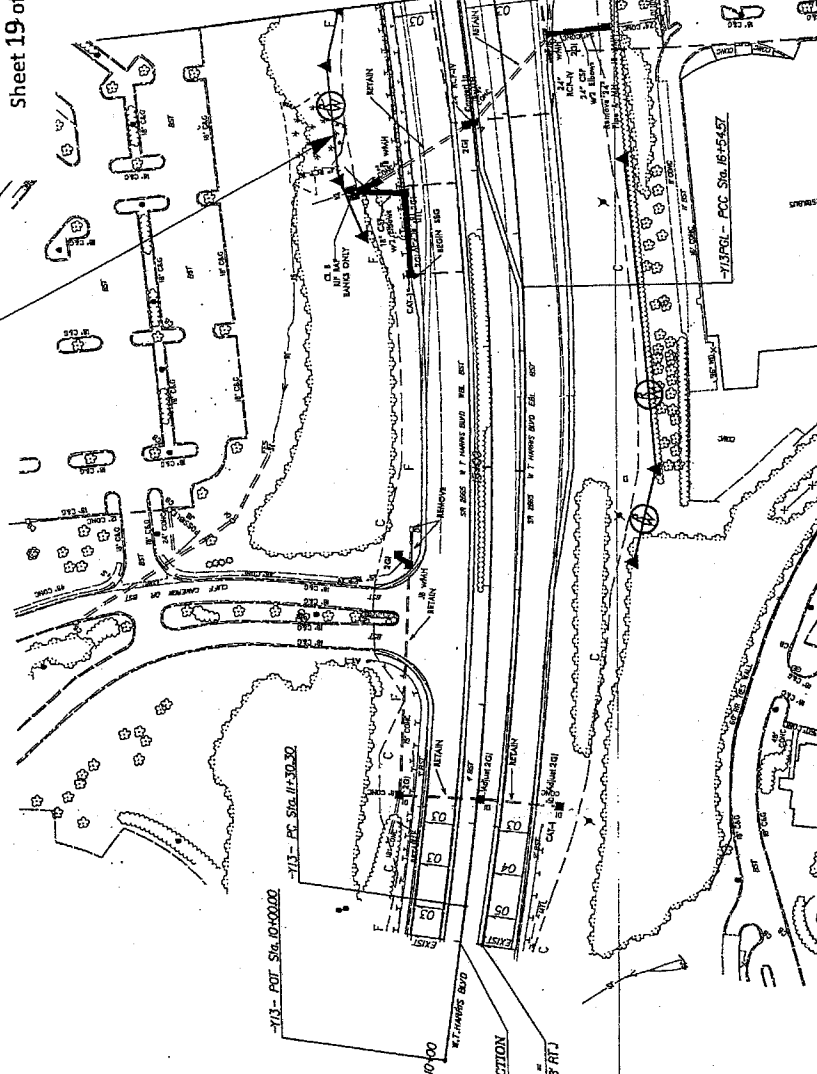
SITE 6

Revised February 2012
Permit Drawing
Sheet 19 of 23

PRELIMINARY PLANS
NO POST OR PRE CONSTRUCTION

NAD 83/95

MATCH TO SHEET 15
-Y13- STA. 19+00



DENSE IMPACTS IN
SURFACE WATER

DENSELY FORESTED

0' 50' 100' 150'
GRAPHIC SCALE

BEGIN CONSTRUCTION

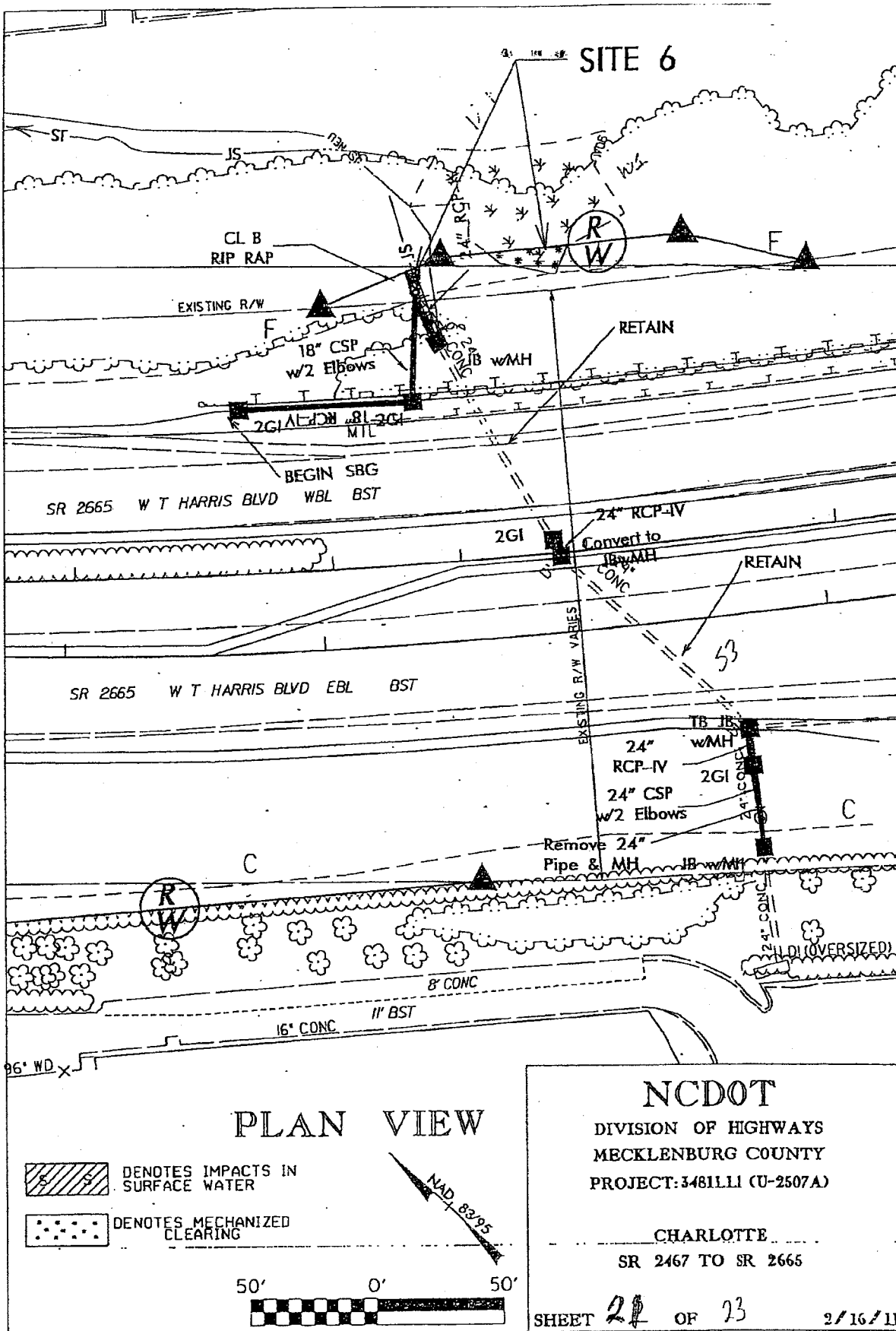
-Y13- STA. 11+00.00

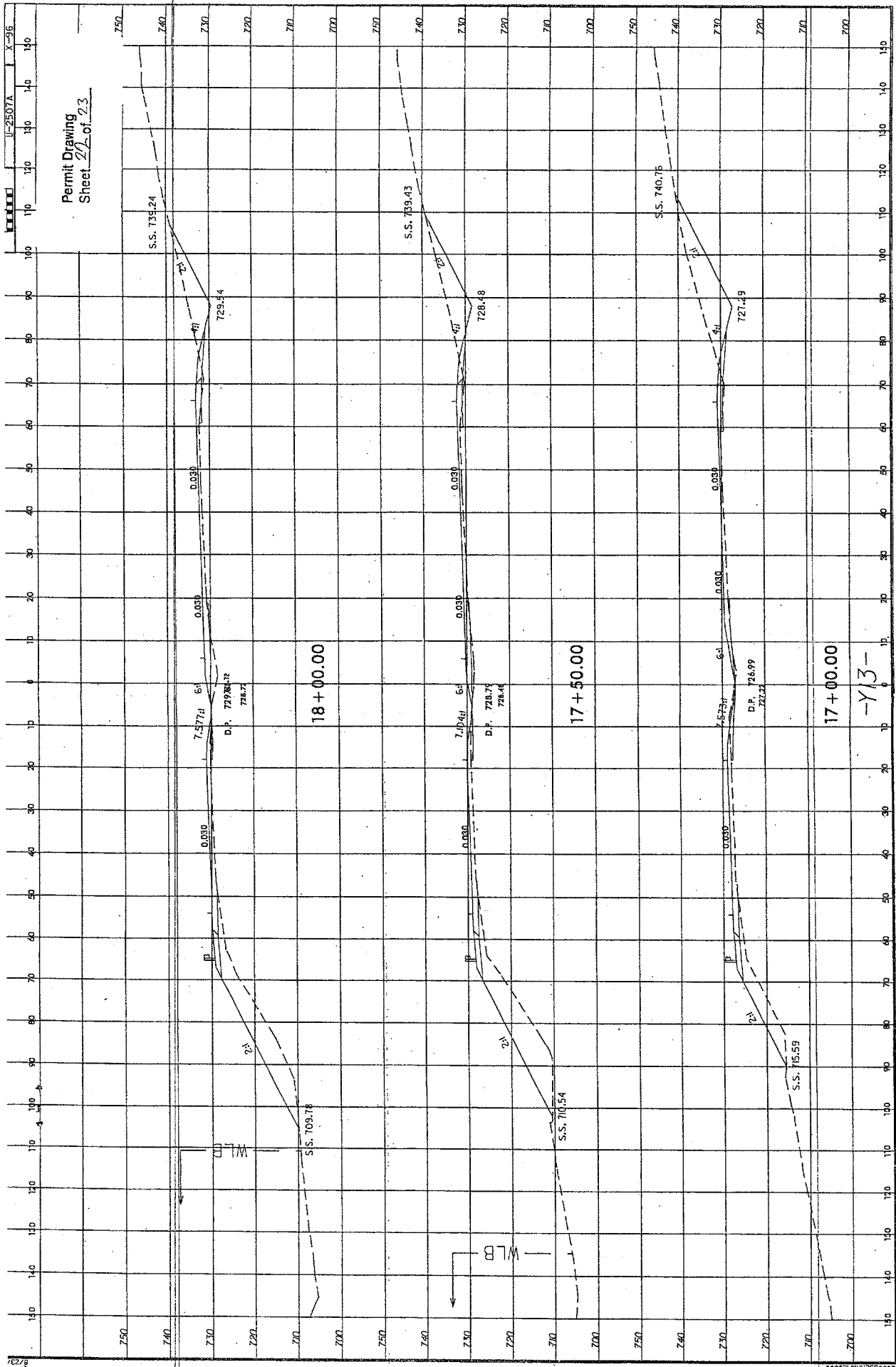
-Y13PQL- PC STA. 11+00.00 =

-Y13- POT STA. 11+00.00 (B RT)

-Y13- POT STA. 10+00.00

-Y13- PC STA. 11+30.30





WETLAND PERMIT IMPACT SUMMARY

			WETLAND IMPACTS					SURFACE WATER IMPACTS				
Site No.	Station (From/To)	Structure Size / Type	Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation In Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW Impacts (ac)	Temp. SW Impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
1	50+59 to 52+15-L- RT	Fill	0.07			0.04		<0.01	<0.01	152	10	
	51+50 to 53+23-L-LT	Fill						0.04	<0.01	552	10	
	53+75 to 58+49 -L-	Fill						<0.01		22		
	53+75 to 53+90-L-LT	Bank Stabilization										
2	57+19 to 57+58-L-	Bank Stabilization						0.01	0.01	72	76	
	57+44 to 58+30-L-	7' x 8" RCBC						0.03		214		
3 *	63+89 to 67+58-L- LT	Fill						0.26	0.82			
	63+88 to 64+23-L- RT	Fill	0.01									
	63+20 to 63+21-L-RT	Bank Stabilization						<0.01	<0.01	19		
4	27+14 to 27+83-Y6-RT	Pipe Extension	0.01			0.01		<0.01		44		
		Bank Stabilization						<0.01	<0.01	34	10	
5 *	84+64-L- RT	Fill						0.01	0.02			
6	17+66 to	Fill				0.01		<0.01		28		
	17+98-Y13- LT											
TOTALS			0.09			0.06		0.35	0.85	137	106	

* Pond/Basin

Revised February 2012
Permit Drawing
Sheet 23 of 23

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

COUNTY
WBS - 34811.1.1 (U-2507A)

SHEET 2/2/2012

ATN Revised 3/31/05

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

<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 AreasArea 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 FemaleParticipation in Each Trade

(Statewide) 6.9%

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

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are

incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
 - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
 - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
 - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
 - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

I. Minimum wages

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

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

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

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

payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [http://www.dol.gov/esa/whd/forms/ wh347instr.htm](http://www.dol.gov/esa/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

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

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

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

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

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

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

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

- In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
 10. **Certification of eligibility.**
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees

from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to 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 NC130090 01/04/2013 NC90

Z-90

Date: January 4, 2013

General Decision Number: NC130090 01/04/2013 NC90

Superseded General Decision Numbers: NC20120090

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Anson
Cabarrus
Gaston
Mecklenburg
Union

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

SUNC2011-071 09/16/2011

	Rates	Fringes
CARPENTER (Form Work Only)	14.70	
CEMENT MASON/CONCRETE FINISHER		
Anson, Cabarrus, and Gaston Counties	12.87	
Mecklenburg County	12.62	
Union County	12.75	
INSTALLER (Guardrail) (includes Guardrail/Post Driver Work)	11.16	
IRONWORKER (Reinforcing)	14.88	
LABORER		
Asphalt, Asphalt Distributor, Raker, and Spreader	11.78	
Common or General		
Anson and Cabarrus Counties	11.14	
Gaston County	10.63	
Mecklenburg County	11.55	
Union County	10.32	
Concrete Saw	14.26	
Landscape	10.35	
Luteman	12.88	
Mason Tender (Cement/Concrete)	11.25	
Pipelayer	12.93	
Traffic Control (Cone Setter)	12.53	
Traffic Control (Flagger)	9.99	

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
Backhoe/Excavator/Trackhoe		
Anson, Cabarrus, and Gaston Counties	14.21	
Mecklenburg County	13.79	
Union County	14.53	
Broom/Sweeper	13.97	
Bulldozer		
Anson, Cabarrus, and Gaston Counties	15.46	
Mecklenburg County	15.90	
Union County	14.96	
Crane	19.11	
Curb Machine	14.43	
Distributor	14.99	
Drill	16.68	
Grader/Blade		
Anson, Cabarrus, Gaston, and Union Counties	17.99	
Mecklenburg County	18.65	
Loader		
Anson, Cabarrus, Gaston, and Union Counties	14.46	
Mecklenburg County	14.43	
Mechanic	17.13	
Milling Machine	15.80	
Oiler	14.36	
Paver	16.65	
Roller		
Anson, Cabarrus, Gaston, and Union Counties	13.22	
Mecklenburg County	13.29	
Scraper	15.85	
Screed	15.23	
Tractor	14.47	
TRUCK DRIVER		
4 Axle Truck	11.90	
Distributor	16.75	
Dump Truck		
Anson, Cabarrus, and Gaston Counties	13.46	
Mecklenburg County	13.79	
Union County	13.49	
Flatbed Truck	15.02	
Lowboy Truck		
Anson, Cabarrus, Gaston, and Mecklenburg Counties	15.26	
Union County	15.23	
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 : Mecklenburg

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	2 ACR		
0005	0015000000-N	205	SEALING ABANDONED WELLS	3 EA		
0006	0022000000-E	225	UNCLASSIFIED EXCAVATION	45,000 CY		
0007	0036000000-E	225	UNDERCUT EXCAVATION	16,500 CY		
0008	0106000000-E	230	BORROW EXCAVATION	205,000 CY		
0009	0134000000-E	240	DRAINAGE DITCH EXCAVATION	2,200 CY		
0010	0141000000-E	240	BERM DITCH CONSTRUCTION	90 LF		
0011	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	29,000 SY		
0012	0177000000-E	250	BREAKING OF EXISTING ASPHALT PAVEMENT	900 SY		
0013	0192000000-N	260	PROOF ROLLING	20 HR		
0014	0195000000-E	265	SELECT GRANULAR MATERIAL	3,000 CY		
0015	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA-TION	10,460 SY		
0016	0318000000-E	300	FOUNDATION CONDITIONING MATE-RIAL, MINOR STRUCTURES	6,180 TON		
0017	0320000000-E	300	FOUNDATION CONDITIONING GEO-TEXTILE	9,600 SY		
0018	0335600000-E	305	36" DRAINAGE PIPE	28 LF		
0019	0343000000-E	310	15" SIDE DRAIN PIPE	120 LF		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0020	0345000000-E	310	24" SIDE DRAIN PIPE	32 LF		
0021	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	12 LF		
0022	0402000000-E	310	48" RC PIPE CULVERTS, CLASS III	48 LF		
0023	0448000000-E	310	***** RC PIPE CULVERTS, CLASS IV (72")	280 LF		
0024	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	15,904 LF		
0025	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	2,732 LF		
0026	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	6,304 LF		
0027	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	1,704 LF		
0028	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	536 LF		
0029	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	676 LF		
0030	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	12 LF		
0031	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	72 LF		
0032	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	228 LF		
0033	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	56 LF		
0034	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	2 EA		
0035	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	2 EA		
0036	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (24", 0.064")	6 EA		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0037	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (30", 0.079")	2 EA		
0038	0974000000-E	SP	*** WELDED STEEL PIPE, ***** THICK, GRADE B, (UNDER RR) (36", 0.500")	56 LF		
0039	0995000000-E	340	PIPE REMOVAL	7,588 LF		
0040	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0041	1044000000-E	501	LIME TREATED SOIL (SLURRY METHOD)	33,610 SY		
0042	1066000000-E	501	LIME FOR LIME TREATED SOIL	340 TON		
0043	1077000000-E	SP	#57 STONE	2 TON		
0044	1099500000-E	505	SHALLOW UNDERCUT	1,450 CY		
0045	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	4,000 TON		
0046	1110000000-E	510	STABILIZER AGGREGATE	500 TON		
0047	1115000000-E	SP	GEOTEXTILE FOR PAVEMENT STA- BILIZATION	4,100 SY		
0048	1121000000-E	520	AGGREGATE BASE COURSE	660 TON		
0049	1176000000-E	542	SOIL CEMENT BASE	22,410 SY		
0050	1187000000-E	542	PORTLAND CEMENT FOR SOIL CE- MENT BASE	617 TON		
0051	1209000000-E	543	ASPHALT CURING SEAL	8,410 GAL		
0052	1220000000-E	545	INCIDENTAL STONE BASE	6,000 TON		
0053	1275000000-E	600	PRIME COAT	463 GAL		
0054	1330000000-E	607	INCIDENTAL MILLING	5,700 SY		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0055	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	9,940 TON		
0056	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	60,130 TON		
0057	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	10,420 TON		
0058	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	35,130 TON		
0059	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	9,830 TON		
0060	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	26,400 TON		
0061	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	7,417 TON		
0062	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	2,460 TON		
0063	1891000000-E	SP	GENERIC PAVING ITEM MEDIAN CROSSOVER	350 SY		
0064	2022000000-E	815	SUBDRAIN EXCAVATION	336 CY		
0065	2033000000-E	815	SUBDRAIN FINE AGGREGATE	168 CY		
0066	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	1,000 LF		
0067	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA		
0068	2077000000-E	815	6" OUTLET PIPE	12 LF		
0069	2143000000-E	818	BLOTTING SAND	10 TON		
0070	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	1 EA		
0071	2209000000-E	838	ENDWALLS	6 CY		
0072	2220000000-E	838	REINFORCED ENDWALLS	8 CY		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0073	2253000000-E	840	PIPE COLLARS	3 CY		
0074	2264000000-E	840	PIPE PLUGS	1 CY		
0075	2275000000-E	SP	FLOWABLE FILL	128 CY		
0076	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	335 EA		
0077	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	180 LF		
0078	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	71 EA		
0079	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	9 EA		
0080	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	2 EA		
0081	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	16 EA		
0082	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	99 EA		
0083	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	115 EA		
0084	2396000000-N	840	FRAME WITH COVER, STD 840.54	23 EA		
0085	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	26 EA		
0086	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	41 EA		
0087	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	21,500 LF		
0088	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	40,500 LF		
0089	2556000000-E	846	SHOULDER BERM GUTTER	430 LF		
0090	2580000000-E	846	CONCRETE VALLEY GUTTER	960 LF		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0091	2591000000-E	848	4" CONCRETE SIDEWALK	21,000 SY		
0092	2605000000-N	848	CONCRETE CURB RAMP	120 EA		
0093	2612000000-E	848	6" CONCRETE DRIVEWAY	2,800 SY		
0094	2619000000-E	850	4" CONCRETE PAVED DITCH	30 SY		
0095	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	5,350 SY		
0096	2738000000-E	SP	GENERIC PAVING ITEM 4" CONCRETE WAITING PAD	60 SY		
0097	2738000000-E	SP	GENERIC PAVING ITEM 6" CONCRETE SHELTER PAD	100 SY		
0098	2752000000-E	SP	GENERIC PAVING ITEM SPECIAL MEDIAN CURB & GUTTER	160 LF		
0099	2815000000-N	858	ADJUSTMENT OF DROP INLETS	2 EA		
0100	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA		
0101	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	35 EA		
0102	2938000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX WITH MANHOLE	2 EA		
0103	3030000000-E	862	STEEL BM GUARDRAIL	5,600 LF		
0104	3045000000-E	862	STEEL BM GUARDRAIL, SHOP CURVED	175 LF		
0105	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA		
0106	3195000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE AT-1	1 EA		
0107	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	10 EA		
0108	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	13 EA		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0109	3360000000-E	863	REMOVE EXISTING GUARDRAIL	865 LF		
0110	3435000000-N	SP	GENERIC GUARDRAIL ITEM EXTRA LENGTH GUARDRAIL POST, 8'	28 EA		
0111	3536000000-E	866	CHAIN LINK FENCE, 48" FABRIC	180 LF		
0112	3542000000-E	866	METAL LINE POSTS FOR 48" CHAIN LINK FENCE	15 EA		
0113	3548000000-E	866	METAL TERMINAL POSTS FOR 48" CHAIN LINK FENCE	7 EA		
0114	3572000000-E	867	CHAIN LINK FENCE RESET	200 LF		
0115	3628000000-E	876	RIP RAP, CLASS I	155 TON		
0116	3635000000-E	876	RIP RAP, CLASS II	105 TON		
0117	3649000000-E	876	RIP RAP, CLASS B	220 TON		
0118	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	7,200 SY		
0119	3659000000-N	SP	PREFORMED SCOUR HOLES WITH LEVEL SPREADER APRON	1 EA		
0120	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	4,211 LF		
0121	4096000000-N	904	SIGN ERECTION, TYPE D	2 EA		
0122	4102000000-N	904	SIGN ERECTION, TYPE E	185 EA		
0123	4108000000-N	904	SIGN ERECTION, TYPE F	11 EA		
0124	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	3 EA		
0125	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	75 EA		
0126	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	3 EA		
0127	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	15 EA		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0128	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	2,450 SF		
0129	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	708 SF		
0130	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	624 SF		
0131	4415000000-N	1115	FLASHING ARROW BOARD	2 EA		
0132	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA		
0133	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60 DAY		
0134	4430000000-N	1130	DRUMS	1,092 EA		
0135	4435000000-N	1135	CONES	100 EA		
0136	4445000000-E	1145	BARRICADES (TYPE III)	752 LF		
0137	4450000000-N	1150	FLAGGER	10,950 HR		
0138	4480000000-N	1165	TMA	2 EA		
0139	4507000000-E	1170	WATER FILLED BARRIER	8,421 LF		
0140	4508000000-E	1170	RESET WATER FILLED BARRIER	1,736 LF		
0141	4510000000-N	SP	LAW ENFORCEMENT	1,200 HR		
0142	4516000000-N	1180	SKINNY DRUM	1,058 EA		
0143	4590000000-E	SP	GENERIC TRAFFIC CONTROL ITEM RESET TRAFFIC CONTROL SAFETY FENCE	17,680 LF		
0144	4590000000-E	SP	GENERIC TRAFFIC CONTROL ITEM TRAFFIC CONTROL SAFETY FENCE	12,991 LF		
0145	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	3,939 EA		
0146	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	32,418 LF		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0147	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	36,641 LF		
0148	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	13,469 LF		
0149	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	11,652 LF		
0150	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	1,505 LF		
0151	4721000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	46 EA		
0152	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	376 EA		
0153	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	362,467 LF		
0154	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	18,438 LF		
0155	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	3,546 LF		
0156	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	150 EA		
0157	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	630 EA		
0158	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	20,000 LF		
0159	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	1,680 EA		
0160	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0161	5325600000-E	1510	6" WATER LINE	115 LF		
0162	5325800000-E	1510	8" WATER LINE	1,861 LF		
0163	5326200000-E	1510	12" WATER LINE	8,650 LF		
0164	5540000000-E	1515	6" VALVE	2 EA		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0165	5546000000-E	1515	8" VALVE	7 EA		
0166	5558000000-E	1515	12" VALVE	16 EA		
0167	5589100000-E	1515	1" AIR RELEASE VALVE	2 EA		
0168	5649000000-N	1515	RECONNECT WATER METER	3 EA		
0169	5666000000-E	1515	FIRE HYDRANT	17 EA		
0170	5691100000-E	1520	4" SANITARY GRAVITY SEWER	27 LF		
0171	5691300000-E	1520	8" SANITARY GRAVITY SEWER	4,055 LF		
0172	5775000000-E	1525	4' DIA UTILITY MANHOLE	28 EA		
0173	5776000000-E	1525	5' DIA UTILITY MANHOLE	1 EA		
0174	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	113.1 LF		
0175	5782000000-E	1525	UTILITY MANHOLE WALL, 5' DIA	9.9 LF		
0176	5801000000-E	1530	ABANDON 8" UTILITY PIPE	1,263 LF		
0177	5804000000-E	1530	ABANDON 12" UTILITY PIPE	2,378 LF		
0178	5815500000-N	1530	REMOVE FIRE HYDRANT	13 EA		
0179	5816000000-N	1530	ABANDON UTILITY MANHOLE	3 EA		
0180	5828000000-N	1530	REMOVE UTILITY MANHOLE	15 EA		
0181	5882000000-N	SP	GENERIC UTILITY ITEM RELOCATE WATER METER	60 EA		
0182	5882000000-N	SP	GENERIC UTILITY ITEM RELOCATE WATER METER WITH NEW VAULT	21 EA		
0183	6000000000-E	1605	TEMPORARY SILT FENCE	83,800 LF		
0184	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	2,250 TON		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0185	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	6,005 TON		
0186	6012000000-E	1610	SEDIMENT CONTROL STONE	6,965 TON		
0187	6015000000-E	1615	TEMPORARY MULCHING	120 ACR		
0188	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	2,300 LB		
0189	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	11 TON		
0190	6024000000-E	1622	TEMPORARY SLOPE DRAINS	2,000 LF		
0191	6029000000-E	SP	SAFETY FENCE	2,300 LF		
0192	6030000000-E	1630	SILT EXCAVATION	10,050 CY		
0193	6036000000-E	1631	MATting FOR EROSION CONTROL	45,000 SY		
0194	6037000000-E	SP	COIR FIBER MAT	1,000 SY		
0195	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	1,500 SY		
0196	6042000000-E	1632	1/4" HARDWARE CLOTH	16,000 LF		
0197	6069000000-E	1638	STILLING BASINS	70 CY		
0198	6071012000-E	SP	COIR FIBER WATTLE	3,750 LF		
0199	6071020000-E	SP	POLYACRYLAMIDE (PAM)	1,800 LB		
0200	6071030000-E	1640	COIR FIBER BAFFLE	1,500 LF		
0201	6071050000-E	SP	*** SKIMMER (1-1/2")	7 EA		
0202	6084000000-E	1660	SEEDING & MULCHING	80 ACR		
0203	6087000000-E	1660	MOWING	40 ACR		
0204	6090000000-E	1661	SEED FOR REPAIR SEEDING	1,200 LB		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0205	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	4 TON		
0206	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	1,925 LB		
0207	6108000000-E	1665	FERTILIZER TOPDRESSING	57.5 TON		
0208	6111000000-E	SP	IMPERVIOUS DIKE	100 LF		
0209	6114500000-N	1667	SPECIALIZED HAND MOWING	60 MHR		
0210	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	150 EA		
0211	6120000000-E	SP	CULVERT DIVERSION CHANNEL	110 CY		
0212	7279000000-E	1715	TRACER WIRE	13,620 LF		
0213	7300000000-E	1715	UNPAVED TRENCHING (*****) (2, 2")	6,835 LF		
0214	7301000000-E	1715	DIRECTIONAL DRILL (*****) (2, 2")	6,785 LF		
0215	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	33 EA		
0216	7566000000-N	1733	DELINEATOR MARKER	18 EA		
0217	7980000000-N	SP	GENERIC SIGNAL ITEM JUNCTION BOX (EXTRA LARGE OVER-SIZED, HEAVY DUTY)	7 EA		
CULVERT ITEMS						
0218	8126000000-N	414	CULVERT EXCAVATION, STA ***** (57+89.00-L-)	Lump Sum	L.S.	
0219	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	146 TON		
0220	8196000000-E	420	CLASS A CONCRETE (CULVERT)	162 CY		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
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WALL ITEMS

0223	8802030000-E	SP	SEGMENTAL GRAVITY RETAINING WALLS	230 SF
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Total Amount Of Bid For Entire Project :

Vendor 1 of 3: BLYTHE DEVELOPMENT CO. (3740)
Call Order 012 (Proposal: C202849)

Bid Information

County: MECKLENBURG

Bid Checksum: B60F5B90

Address: 1415 E. Westinghouse Blvd.
Charlotte , NC , 28273

Bid Total: \$25,396,245.00

Signature Check: L.JACK_BLYTHE_3740

Items Total: \$25,396,245.00 ✓

Time Bid Received: November 19, 2013 01:37 PM

Time Total: \$0.00

Amendment Count: 0

Bidding Errors:

None.

DBE Goal Set 14.0

DBE Goal Met 14.0

Vendor 1 of 3: BLYTHE DEVELOPMENT CO. (3740)
Call Order 012 (Proposal: C202849)

Bid Bond Information

Projects:

Counties:

Bond ID: SNC13756100

Paid by Check: No

Bond Percent: 5%

Bond Maximum:

State of Incorporation:

Agency Execution Date: 11/6/2013 2

Surety Name: surety2000

Bond Agency Name: Liberty Mutual Insurance
Company

Vendor 3740's Bid Information for Call 012, Letting L131119, 11/19/13

Blythe Development Co (3740)
Call Order 012 (Proposal ID C202849)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
4388	WB FOOTHILLS CONSTRUCTION SERV INC 6081 PEA RIDGE PASS , HAMPTONVILLE, NC 27020		Sub 112,804.00	Committed
4898	WB BULLINGTON CONSTRUCTION INC 417 FOXGLOVE LANE , INDIAN TRAIL, NC 28079		Sub 118,340.00	Committed
3269	WB GML CONTRACTORS, INC. P O BOX 702 , MONROE, NC 28111		Sub 348,546.25	Committed
8233	WB GROUND EFFECTS, INC P.O. BOX 2440 , MATTHEWS, NC 28106		Sub 331,453.25	Committed
3765	WB STAY ALERT SAFETY SERVICES INC POST OFFICE BOX 467 , KERNERSVILLE, NC 27285		Sub 633,832.77	Committed
11531	PAVERS WALLS AND STAMPED CONCRE 1211 CABIN CREEK CT , FORT MILL, SC 29715		Sub 618,080.00	Committed
7942	MB DAUGHERTY TRUCKING LLC P.O. BOX 807 , BLACK MOUNTAIN, NC 28711		Sub 1,398,962.50	Committed
			TOTAL: \$3,562,018.77	
			14.03%	

Vendor 3740's Bid Information for Call 012, Letting L131119, 11/19/13

Blythe Development Co (3740)
Call Order 012 (Proposal ID C202849)

Miscellaneous Data Info - Contractor Responses:

NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	

NOT ANSWERED
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED

Bid Bond Data Info - Contractor Responses:

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BondID: SNC13756100
Surety Registry Agency: surety2000
Verified?: Yes
Surety Agency: Liberty Mutual Insurance Company
Bond Execution Date: 11/6/2013 2
Bond Amount: \$1,269,812.25 (Five Percent of Bid)

Contract ID: C202849

Project(s): STPDA-5238(5)

Letting Date: 11-19-13 Call Order: 012

Bidder: 3740 - Blythe Development Co

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
Section 0001 ROADWAY ITEMS - NPAR (CMU)				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	1,200,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	140,850.00
0003	0001000000-E CLEARING & GRUBBING .. ACRE(S)	LUMP	LUMP	541,649.00
0004	0008000000-E SUPPLEMENTARY CLEARING & GRUB-BING	2.000 ACR	8,000.00000	16,000.00
0005	0015000000-N SEALING ABANDONED WELLS	3.000 EA	1,600.00000	4,800.00
0006	0022000000-E UNCLASSIFIED EXCAVATION	45,000.000 CY	6.75000	303,750.00
0007	0036000000-E UNDERCUT EXCAVATION	16,500.000 CY	10.00000	165,000.00
0008	0106000000-E BORROW EXCAVATION	205,000.000 CY	8.10000	1,660,500.00
0009	0134000000-E DRAINAGE DITCH EXCAVATION	2,200.000 CY	12.15000	26,730.00
0010	0141000000-E BERM DITCH CONSTRUCTION	90.000 LF	5.10000	459.00
0011	0156000000-E REMOVAL OF EXISTING ASPHALT PAVEMENT	29,000.000 SY	3.10000	89,900.00

State of NC
Dept of Transportation

Date: 10-18-13
Revised:

Contract ID: C202849

Project(s): STPDA-5238(5)

Letting Date: 11-19-13 Call Order: 012

Bidder: 3740 - Blythe Development Co

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0012	0177000000-E BREAKING OF EXISTING ASPHALT PAVEMENT	900.000 SY	2.05000		1,845.00	
0013	0192000000-N PROOF ROLLING	20.000 HR	100.00000		2,000.00	
0014	0195000000-E SELECT GRANULAR MATERIAL	3,000.000 CY	22.25000		66,750.00	
0015	0196000000-E GEOTEXTILE FOR SOIL STABILIZA-TION	10,460.000 SY	2.60000		27,196.00	
0016	0318000000-E FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	6,180.000 TON	32.65000		201,777.00	
0017	0320000000-E FOUNDATION CONDITIONING GEO- TEXTILE	9,600.000 SY	3.45000		33,120.00	
0018	0335600000-E 36" DRAINAGE PIPE	28.000 LF	92.10000		2,578.80	
0019	0343000000-E 15" SIDE DRAIN PIPE	120.000 LF	41.15000		4,938.00	
0020	0345000000-E 24" SIDE DRAIN PIPE	32.000 LF	58.40000		1,868.80	
0021	0366000000-E 15" RC PIPE CULVERTS, CLASS III	12.000 LF	47.00000		564.00	
0022	0402000000-E 48" RC PIPE CULVERTS, CLASS III	48.000 LF	138.00000		6,624.00	
0023	0448000000-E ***** RC PIPE CULVERTS, CLASS IV (72")	280.000 LF	273.50000		76,580.00	

State of NC
Dept of Transportation

Date: 10-18-13
Revised:

Contract ID: C202849

Project(s): STPDA-5238(5)

Letting Date: 11-19-13 Call Order: 012

Bidder: 3740 - Blythe Development Co

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0024	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	15,904.000	39.80000		632,979.20	
		LF				
0025	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	2,732.000	45.45000		124,169.40	
		LF				
0026	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	6,304.000	58.25000		367,208.00	
		LF				
0027	0448500000-E 30" RC PIPE CULVERTS, CLASS IV	1,704.000	76.35000		130,100.40	
		LF				
0028	0448600000-E 36" RC PIPE CULVERTS, CLASS IV	536.000	93.00000		49,848.00	
		LF				
0029	0448700000-E 42" RC PIPE CULVERTS, CLASS IV	676.000	114.00000		77,064.00	
		LF				
0030	0582000000-E 15" CS PIPE CULVERTS, 0.064" THICK	12.000	48.50000		582.00	
		LF				
0031	0588000000-E 18" CS PIPE CULVERTS, 0.064" THICK	72.000	45.70000		3,290.40	
		LF				
0032	0594000000-E 24" CS PIPE CULVERTS, 0.064" THICK	228.000	54.40000		12,403.20	
		LF				
0033	0600000000-E 30" CS PIPE CULVERTS, 0.079" THICK	56.000	72.00000		4,032.00	
		LF				
0034	0636000000-E **" CS PIPE ELBOWS, ***** THICK (15", 0.064")	2.000	210.00000		420.00	
		EA				
0035	0636000000-E **" CS PIPE ELBOWS, ***** THICK (18", 0.064")	2.000	235.00000		470.00	
		EA				

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0036	0636000000-E *** CS PIPE ELBOWS, ***** THICK (24", 0.064")	6.000 EA	350.00000	2,100.00
0037	0636000000-E *** CS PIPE ELBOWS, ***** THICK (30", 0.079")	2.000 EA	470.00000	940.00
0038	0974000000-E *** WELDED STEEL PIPE, ***** THICK, GRADE B, (UNDER RR) (36", 0.500")	56.000 LF	495.00000	27,720.00
0039	0995000000-E PIPE REMOVAL	7,588.000 LF	11.25000	85,365.00
0040	1011000000-N FINE GRADING	LUMP	LUMP	900,000.00
0041	1044000000-E LIME TREATED SOIL (SLURRY METHOD)	33,610.000 SY	2.75000	92,427.50
0042	1066000000-E LIME FOR LIME TREATED SOIL	340.000 TON	227.00000	77,180.00
0043	1077000000-E #57 STONE	2.000 TON	50.00000	100.00
0044	1099500000-E SHALLOW UNDERCUT	1,450.000 CY	13.70000	19,865.00
0045	1099700000-E CLASS IV SUBGRADE STABILIZA- TION	4,000.000 TON	37.25000	149,000.00
0046	1110000000-E STABILIZER AGGREGATE	500.000 TON	26.85000	13,425.00

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			Dollars	Cts	Dollars	Ct
0047	1115000000-E GEOTEXTILE FOR PAVEMENT STA- BILIZATION	4,100.000 SY	4.90000		20,090.00	
0048	1121000000-E AGGREGATE BASE COURSE	660.000 TON	25.55000		16,863.00	
0049	1176000000-E SOIL CEMENT BASE	22,410.000 SY	2.20000		49,302.00	
0050	1187000000-E PORTLAND CEMENT FOR SOIL CE- MENT BASE	617.000 TON	145.00000		89,465.00	
0051	1209000000-E ASPHALT CURING SEAL	8,410.000 GAL	4.00000		33,640.00	
0052	1220000000-E INCIDENTAL STONE BASE	6,000.000 TON	32.70000		196,200.00	
0053	1275000000-E PRIME COAT	463.000 GAL	5.00000		2,315.00	
0054	1330000000-E INCIDENTAL MILLING	5,700.000 SY	6.00000		34,200.00	
0055	1489000000-E ASPHALT CONC BASE COURSE, TYPE B25.0B	9,940.000 TON	38.00000		377,720.00	
0056	1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C	60,130.000 TON	37.00000		2,224,810.00	
0057	1498000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	10,420.000 TON	38.50000		401,170.00	
0058	1503000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	35,130.000 TON	37.00000		1,299,810.00	

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			Dollars	Cts	Dollars	Ct
0059	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	9,830.000 TON	40.00000		393,200.00	
0060	1523000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5C	26,400.000 TON	38.00000		1,003,200.00	
0061	1575000000-E ASPHALT BINDER FOR PLANT MIX	7,417.000 TON	585.00000		4,338,945.00	
0062	1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR	2,460.000 TON	90.00000		221,400.00	
0063	1891000000-E GENERIC PAVING ITEM MEDIAN CROSSOVER	350.000 SY	45.00000		15,750.00	
0064	2022000000-E SUBDRAIN EXCAVATION	336.000 CY	23.00000		7,728.00	
0065	2033000000-E SUBDRAIN FINE AGGREGATE	168.000 CY	54.25000		9,114.00	
0066	2044000000-E 6" PERFORATED SUBDRAIN PIPE	1,000.000 LF	10.40000		10,400.00	
0067	2070000000-N SUBDRAIN PIPE OUTLET	2.000 EA	455.00000		910.00	
0068	2077000000-E 6" OUTLET PIPE	12.000 LF	25.50000		306.00	
0069	2143000000-E BLOTTING SAND	10.000 TON	100.00000		1,000.00	

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0070	2190000000-N TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	1.000 EA	850.70000	850.70
0071	2209000000-E ENDWALLS	6.000 CY	705.00000	4,230.00
0072	2220000000-E REINFORCED ENDWALLS	8.000 CY	1,125.00000	9,000.00
0073	2253000000-E PIPE COLLARS	3.000 CY	880.00000	2,640.00
0074	2264000000-E PIPE PLUGS	1.000 CY	1,125.00000	1,125.00
0075	2275000000-E FLOWABLE FILL	128.000 CY	215.00000	27,520.00
0076	2286000000-N MASONRY DRAINAGE STRUCTURES	335.000 EA	1,375.00000	460,625.00
0077	2308000000-E MASONRY DRAINAGE STRUCTURES	180.000 LF	220.00000	39,600.00
0078	2364000000-N FRAME WITH TWO GRATES, STD 840.16	71.000 EA	520.00000	36,920.00
0079	2366000000-N FRAME WITH TWO GRATES, STD 840.24	9.000 EA	470.00000	4,230.00
0080	2367000000-N FRAME WITH TWO GRATES, STD 840.29	2.000 EA	485.00000	970.00

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			Dollars	Cts	Dollars	Ct
0081	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	16.000 EA	580.00000		9,280.00	
0082	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	99.000 EA	600.00000		59,400.00	
0083	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	115.000 EA	600.00000		69,000.00	
0084	2396000000-N FRAME WITH COVER, STD 840.54	23.000 EA	440.00000		10,120.00	
0085	2440000000-N CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	26.000 EA	435.00000		11,310.00	
0086	2451000000-N CONCRETE TRANSITIONAL SECTION FOR DROP INLET	41.000 EA	435.00000		17,835.00	
0087	2542000000-E 1'-6" CONCRETE CURB & GUTTER	21,500.000 LF	12.40000		266,600.00	
0088	2549000000-E 2'-6" CONCRETE CURB & GUTTER	40,500.000 LF	14.15000		573,075.00	
0089	2556000000-E SHOULDER BERM GUTTER	430.000 LF	19.00000		8,170.00	
0090	2580000000-E CONCRETE VALLEY GUTTER	960.000 LF	13.25000		12,720.00	
0091	2591000000-E 4" CONCRETE SIDEWALK	21,000.000 SY	24.50000		514,500.00	
0092	2605000000-N CONCRETE CURB RAMP	120.000 EA	850.00000		102,000.00	

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0093	2612000000-E 6" CONCRETE DRIVEWAY	2,800.000	34.00000		95,200.00	
		SY				
0094	2619000000-E 4" CONCRETE PAVED DITCH	30.000	47.50000		1,425.00	
		SY				
0095	2655000000-E 5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	5,350.000	37.50000		200,625.00	
		SY				
0096	2738000000-E GENERIC PAVING ITEM 4" CONCRETE WAITING PAD	60.000	29.25000		1,755.00	
		SY				
0097	2738000000-E GENERIC PAVING ITEM 6" CONCRETE SHELTER PAD	100.000	37.50000		3,750.00	
		SY				
0098	2752000000-E GENERIC PAVING ITEM SPECIAL MEDIAN CURB & GUTTER	160.000	16.50000		2,640.00	
		LF				
0099	2815000000-N ADJUSTMENT OF DROP INLETS	2.000	600.00000		1,200.00	
		EA				
0100	2830000000-N ADJUSTMENT OF MANHOLES	1.000	600.00000		600.00	
		EA				
0101	2845000000-N ADJUSTMENT OF METER BOXES OR VALVE BOXES	35.000	400.00000		14,000.00	
		EA				
0102	2938000000-N CONVERT EXISTING DROP INLET TO JUNCTION BOX WITH MANHOLE	2.000	1,100.00000		2,200.00	
		EA				
0103	3030000000-E STEEL BM GUARDRAIL	5,600.000	16.05000		89,880.00	
		LF				

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0104	3045000000-E STEEL BM GUARDRAIL, SHOP CURVED	175.000 LF	17.80000		3,115.00	
0105	3150000000-N ADDITIONAL GUARDRAIL POSTS	10.000 EA	45.00000		450.00	
0106	3195000000-N GUARDRAIL ANCHOR UNITS, TYPE AT-1	1.000 EA	480.00000		480.00	
0107	3210000000-N GUARDRAIL ANCHOR UNITS, TYPE CAT-1	10.000 EA	480.00000		4,800.00	
0108	3270000000-N GUARDRAIL ANCHOR UNITS, TYPE 350	13.000 EA	1,850.00000		24,050.00	
0109	3360000000-E REMOVE EXISTING GUARDRAIL	865.000 LF	1.15000		994.75	
0110	3435000000-N GENERIC GUARDRAIL ITEM EXTRA LENGTH GUARDRAIL POST, 8'	28.000 EA	60.00000		1,680.00	
0111	3536000000-E CHAIN LINK FENCE, 48" FABRIC	180.000 LF	7.25000		1,305.00	
0112	3542000000-E METAL LINE POSTS FOR 48" CHAINLINK FENCE	15.000 EA	72.00000		1,080.00	
0113	3548000000-E METAL TERMINAL POSTS FOR 48" CHAIN LINK FENCE	7.000 EA	146.50000		1,025.50	
0114	3572000000-E CHAIN LINK FENCE RESET	200.000 LF	14.65000		2,930.00	

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0115	3628000000-E RIP RAP, CLASS I	155.000 TON	51.00000	7,905.00
0116	3635000000-E RIP RAP, CLASS II	105.000 TON	54.00000	5,670.00
0117	3649000000-E RIP RAP, CLASS B	220.000 TON	51.00000	11,220.00
0118	3656000000-E GEOTEXTILE FOR DRAINAGE	7,200.000 SY	3.45000	24,840.00
0119	3659000000-N PREFORMED SCOUR HOLES WITH LEVEL SPREADER APRON	1.000 EA	1,360.00000	1,360.00
0120	4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL	4,211.000 LF	5.50000	23,160.50
0121	4096000000-N SIGN ERECTION, TYPE D	2.000 EA	84.50000	169.00
0122	4102000000-N SIGN ERECTION, TYPE E	185.000 EA	51.00000	9,435.00
0123	4108000000-N SIGN ERECTION, TYPE F	11.000 EA	73.15000	804.65
0124	4116100000-N SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	3.000 EA	110.00000	330.00
0125	4155000000-N DISPOSAL OF SIGN SYSTEM, U- CHANNEL	75.000 EA	1.15000	86.25
0126	4192000000-N DISPOSAL OF SUPPORT, U-CHANNEL	3.000 EA	1.15000	3.45

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0127	4238000000-N DISPOSAL OF SIGN, D, E OR F EA	15.000	1.15000	17.25
0128	4400000000-E WORK ZONE SIGNS (STATIONARY) SF	2,450.000	5.50000	13,475.00
0129	4405000000-E WORK ZONE SIGNS (PORTABLE) SF	708.000	10.65000	7,540.20
0130	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED) SF	624.000	6.00000	3,744.00
0131	4415000000-N FLASHING ARROW BOARD EA	2.000	2,760.00000	5,520.00
0132	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN EA	2.000	12,000.00000	24,000.00
0133	4422000000-N PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM) DAY	60.000	24.80000	1,488.00
0134	4430000000-N DRUMS EA	1,092.000	37.50000	40,950.00
0135	4435000000-N CONES EA	100.000	20.35000	2,035.00
0136	4445000000-E BARRICADES (TYPE III) LF	752.000	16.75000	12,596.00
0137	4450000000-N FLAGGER HR	10,950.000	17.50000	191,625.00
0138	4480000000-N TMA EA	2.000	40,000.00000	80,000.00

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0139	4507000000-E WATER FILLED BARRIER LF	8,421.000	60.00000	505,260.00
0140	4508000000-E RESET WATER FILLED BARRIER LF	1,736.000	12.50000	21,700.00
0141	4510000000-N LAW ENFORCEMENT HR	1,200.000	35.00000	42,000.00
0142	4516000000-N SKINNY DRUM EA	1,058.000	28.00000	29,624.00
0143	4590000000-E GENERIC TRAFFIC CONTROL ITEM RESET TRAFFIC CONTROL SAFETY FENCE LF	17,680.000	0.80000	14,144.00
0144	4590000000-E GENERIC TRAFFIC CONTROL ITEM TRAFFIC CONTROL SAFETY FENCE LF	12,991.000	6.75000	87,689.25
0145	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS EA	3,939.000	3.20000	12,604.80
0146	4685000000-E THERMOPLAST IC PAVEMENT MARKING LINES (4", 90 MILS) LF	32,418.000	0.85000	27,555.30
0147	4686000000-E THERMOPLAST IC PAVEMENT MARKING LINES (4", 120 MILS) LF	36,641.000	0.90000	32,976.90
0148	4695000000-E THERMOPLAST IC PAVEMENT MARKING LINES (8", 90 MILS) LF	13,469.000	1.70000	22,897.30
0149	4697000000-E THERMOPLAST IC PAVEMENT MARKING LINES (8", 120 MILS) LF	11,652.000	2.15000	25,051.80

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0150	4710000000-E THERMOPLAST IC PAVEMENT MARKING LINES (24", 120 MILS)	1,505.000 LF	5.50000	8,277.50
0151	4721000000-E THERMOPLAST IC PAVEMENT MARKING CHARACTER (120 MILS)	46.000 EA	107.50000	4,945.00
0152	4725000000-E THERMOPLAST IC PAVEMENT MARKING SYMBOL (90 MILS)	376.000 EA	150.00000	56,400.00
0153	4810000000-E PAINT PAVEMENT MARKING LINES (4")	362,467.000 LF	0.25000	90,616.75
0154	4820000000-E PAINT PAVEMENT MARKING LINES (8")	18,438.000 LF	0.45000	8,297.10
0155	4835000000-E PAINT PAVEMENT MARKING LINES (24")	3,546.000 LF	1.60000	5,673.60
0156	4840000000-N PAINT PAVEMENT MARKING CHARAC-TER	150.000 EA	27.00000	4,050.00
0157	4845000000-N PAINT PAVEMENT MARKING SYMBOL	630.000 EA	21.25000	13,387.50
0158	4850000000-E REMOVAL OF PAVEMENT MARKING LINES (4")	20,000.000 LF	0.95000	19,000.00
0159	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	1,680.000 EA	5.50000	9,240.00
0160	5255000000-N PORTABLE LIGHTING	LUMP	LUMP	10,000.00

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0161	5325600000-E 6" WATER LINE	115.000 LF	64.00000		7,360.00	
0162	5325800000-E 8" WATER LINE	1,861.000 LF	61.00000		113,521.00	
0163	5326200000-E 12" WATER LINE	8,650.000 LF	56.00000		484,400.00	
0164	5540000000-E 6" VALVE	2.000 EA	1,010.00000		2,020.00	
0165	5546000000-E 8" VALVE	7.000 EA	1,405.00000		9,835.00	
0166	5558000000-E 12" VALVE	16.000 EA	2,310.00000		36,960.00	
0167	5589100000-E 1" AIR RELEASE VALVE	2.000 EA	955.00000		1,910.00	
0168	5649000000-N RECONNECT WATER METER	3.000 EA	832.00000		2,496.00	
0169	5666000000-E FIRE HYDRANT	17.000 EA	4,390.00000		74,630.00	
0170	5691100000-E 4" SANITARY GRAVITY SEWER	27.000 LF	50.00000		1,350.00	
0171	5691300000-E 8" SANITARY GRAVITY SEWER	4,055.000 LF	70.75000		286,891.25	
0172	5775000000-E 4' DIA UTILITY MANHOLE	28.000 EA	2,195.00000		61,460.00	

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0173	5776000000-E 5' DIA UTILITY MANHOLE	1.000 EA	2,967.00000	2,967.00
0174	5781000000-E UTILITY MANHOLE WALL, 4' DIA	113.100 LF	145.00000	16,399.50
0175	5782000000-E UTILITY MANHOLE WALL, 5' DIA	9.900 LF	178.00000	1,762.20
0176	5801000000-E ABANDON 8" UTILITY PIPE	1,263.000 LF	4.55000	5,746.65
0177	5804000000-E ABANDON 12" UTILITY PIPE	2,378.000 LF	9.50000	22,591.00
0178	5815500000-N REMOVE FIRE HYDRANT	13.000 EA	520.00000	6,760.00
0179	5816000000-N ABANDON UTILITY MANHOLE	3.000 EA	820.00000	2,460.00
0180	5828000000-N REMOVE UTILITY MANHOLE	15.000 EA	735.00000	11,025.00
0181	5882000000-N GENERIC UTILITY ITEM RELOCATE WATER METER	60.000 EA	968.50000	58,110.00
0182	5882000000-N GENERIC UTILITY ITEM RELOCATE WATER METER WITH NEW VAULT	21.000 EA	5,020.00000	105,420.00
0183	6000000000-E TEMPORARY SILT FENCE	83,800.000 LF	1.35000	113,130.00

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0184	6006000000-E STONE FOR EROSION CONTROL, CLASS A	2,250.000 TON	46.00000		103,500.00	
0185	6009000000-E STONE FOR EROSION CONTROL, CLASS B	6,005.000 TON	46.00000		276,230.00	
0186	6012000000-E SEDIMENT CONTROL STONE	6,965.000 TON	41.00000		285,565.00	
0187	6015000000-E TEMPORARY MULCHING	120.000 ACR	660.00000		79,200.00	
0188	6018000000-E SEED FOR TEMPORARY SEEDING	2,300.000 LB	2.75000		6,325.00	
0189	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	11.000 TON	900.00000		9,900.00	
0190	6024000000-E TEMPORARY SLOPE DRAINS	2,000.000 LF	11.50000		23,000.00	
0191	6029000000-E SAFETY FENCE	2,300.000 LF	1.40000		3,220.00	
0192	6030000000-E SILT EXCAVATION	10,050.000 CY	8.00000		80,400.00	
0193	6036000000-E MATTING FOR EROSION CONTROL	45,000.000 SY	1.35000		60,750.00	
0194	6037000000-E COIR FIBER MAT	1,000.000 SY	6.35000		6,350.00	
0195	6038000000-E PERMANENT SOIL REINFORCEMENT MAT	1,500.000 SY	6.00000		9,000.00	

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			Dollars	Cts	Dollars	Ct
0196	6042000000-E 1/4" HARDWARE CLOTH	16,000.000 LF	2.40000		38,400.00	
0197	6069000000-E STILLING BASINS	70.000 CY	50.00000		3,500.00	
0198	6071012000-E COIR FIBER WATTLE	3,750.000 LF	6.10000		22,875.00	
0199	6071020000-E POLYACRYLAM IDE (PAM)	1,800.000 LB	10.00000		18,000.00	
0200	6071030000-E COIR FIBER BAFFLE	1,500.000 LF	4.45000		6,675.00	
0201	6071050000-E *** SKIMMER (1-1/2")	7.000 EA	655.00000		4,585.00	
0202	6084000000-E SEEDING & MULCHING	80.000 ACR	1,525.00000		122,000.00	
0203	6087000000-E MOWING	40.000 ACR	85.00000		3,400.00	
0204	6090000000-E SEED FOR REPAIR SEEDING	1,200.000 LB	5.50000		6,600.00	
0205	6093000000-E FERTILIZER FOR REPAIR SEEDING	4.000 TON	960.00000		3,840.00	
0206	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	1,925.000 LB	3.50000		6,737.50	
0207	6108000000-E FERTILIZER TOPDRESSING	57.500 TON	850.00000		48,875.00	

State of NC
Dept of Transportation

Date: 10-18-13
Revised:

Contract ID: C202849

Project(s): STPDA-5238(5)

Letting Date: 11-19-13 Call Order: 012

Bidder: 3740 - Blythe Development Co

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0208	6111000000-E IMPERVIOUS DIKE	100.000 LF	44.50000		4,450.00	
0209	6114500000-N SPECIALIZED HAND MOWING	60.000 MHR	73.15000		4,389.00	
0210	6117000000-N RESPONSE FOR EROSION CONTROL	150.000 EA	54.00000		8,100.00	
0211	6120000000-E CULVERT DIVERSION CHANNEL	110.000 CY	46.00000		5,060.00	
0212	7279000000-E TRACER WIRE	13,620.000 LF	0.50000		6,810.00	
0213	7300000000-E UNPAVED TRENCHING (*****) (2, 2")	6,835.000 LF	8.00000		54,680.00	
0214	7301000000-E DIRECTIONAL DRILL (*****)(2, 2")	6,785.000 LF	15.75000		106,863.75	
0215	7348000000-N JUNCTION BOX (OVER-SIZED, HEA-VY DUTY)	33.000 EA	675.00000		22,275.00	
0216	7566000000-N DELINEATOR MARKER	18.000 EA	70.00000		1,260.00	
0217	7980000000-N GENERIC SIGNAL ITEM JUNCTION BOX (EXTRA LARGE OVER-SIZED, HEAVY DUTY)	7.000 EA	1,950.00000		13,650.00	
	Section 0001 Total				25,195,647.60	

Section 0002 CULVERT ITEMS

Alt Group

Contract ID: C202849

Project(s): STPDA-5238(5)

Letting Date: 11-19-13 Call Order: 012

Bidder: 3740 - Blythe Development Co

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0218	8126000000-N CULVERT EXCAVATION, STA ***** (57+89.00-L-)	LUMP	LUMP	27,500.00
0219	8133000000-E FOUNDATION CONDITIONING MATER-IAL, BOX CULVERT	146.000 TON	56.30000	8,219.80
0220	8196000000-E CLASS A CONCRETE (CULVERT)	162.000 CY	575.00000	93,150.00
0221	8245000000-E REINFORCING STEEL (CULVERT)	17,024.000 LB	1.15000	19,577.60
	Section 0002 Total			148,447.40

Section 0003 WALL ITEMS

Alt Group

0222	8801000000-E MSE RETAINING WALL NO **** (1)	550.000 SF	76.00000	41,800.00
0223	8802030000-E SEGMENTAL GRAVITY RETAINING WALLS	230.000 SF	45.00000	10,350.00
	Section 0003 Total			52,150.00
	Bid Total			25,396,245.00

NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In addition, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the bidder certifies to the best of his knowledge and belief that he and his principals:

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

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:

NOT ANSWERED
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which

will not exceed a total of NOT ANSWERED for those

projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
DBE COMMITMENT ITEMS

DATE:10-18-13
PAGE: 23

PROPOSAL: C202849
LETTING: L131119 CALL: 012
VENDOR: 3740 Blythe Development Co

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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DBE SUBCONTRACTOR: 4388 FOOTHILLS CONSTRUCTION SERV INC
Will Use Quote: Yes

0183	6000000000-E	TEMPORARY SI LF		83800.000	1.24000	103912.00
0191	6029000000-E	SAFETY FENCE LF		2300.000	1.29000	2967.00
0200	6071030000-E	COIR FIBER B LF		1500.000	3.95000	5925.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 112,804.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 112,804

DBE SUBCONTRACTOR: 4898 BULLINGTON CONSTRUCTION INC
Will Use Quote: Yes

0111	3536000000-E	CHN LK FENCE LF		180.000	6.75000	1215.00
0112	3542000000-E	MET LINE PST EA		15.000	64.00000	960.00
0113	3548000000-E	MET TERM PST EA		7.000	130.00000	910.00
0114	3572000000-E	CHAIN LINK F LF		200.000	13.00000	2600.00
0103	3030000000-E	STL BM GUARD LF		5600.000	14.25000	79800.00
0104	3045000000-E	SBGR SHOP CU LF		175.000	15.80000	2765.00
0105	3150000000-N	ADDIT GUARDR EA		10.000	40.00000	400.00
0106	3195000000-N	GR ANCHOR TY EA		1.000	425.00000	425.00
0107	3210000000-N	GR ANCHOR TY EA		10.000	425.00000	4250.00
0108	3270000000-N	GR ANCHOR TY EA		13.000	1750.00000	22750.00
0109	3360000000-E	REMOVE EXIST LF		865.000	1.00000	865.00
0110	3435000000-N	GENERIC GUAR EA		28.000	50.00000	1400.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 118,340.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 118,340

DBE SUBCONTRACTOR: 3269 GML CONTRACTORS, INC.
Will Use Quote: Yes

0187	6015000000-E	TEMPORARY MU ACR		120.000	610.00000	73200.00
0188	6018000000-E	SEED FOR TEM LB		2300.000	2.55000	5865.00
0189	6021000000-E	FERT FOR TEM TON		11.000	825.00000	9075.00
0193	6036000000-E	MATTING FOR SY		45000.000	1.24000	55800.00
0194	6037000000-E	COIR FIBER M SY		1000.000	5.90000	5900.00
0195	6038000000-E	PERM SOIL RE SY		1500.000	5.50000	8250.00
0202	6084000000-E	SEEDING AND ACR		80.000	1425.00000	114000.00
0203	6087000000-E	MOWING ACR		40.000	80.00000	3200.00
0204	6090000000-E	SEED FOR REP LB		1200.000	5.25000	6300.00
0205	6093000000-E	FERT FOR REP TON		4.000	900.00000	3600.00
0206	6096000000-E	SEED FOR SUP LB		1925.000	3.25000	6256.25
0207	6108000000-E	FERTILIZER T TON		57.500	800.00000	46000.00
0209	6114500000-N	SPECIALIZED MHR		60.000	65.00000	3900.00
0210	6117000000-N	RESPONSE FOR EA		150.000	48.00000	7200.00

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
DBE COMMITMENT ITEMS

DATE:10-18-13
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LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

348,546.25 **Committed**

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)

348,546

DBE SUBCONTRACTOR: 8233 GROUND EFFECTS, INC

Will Use Quote: Yes

0001	0000100000-N	MOBILIZATION LS		1.000	25000.00000	25000.00
0145	4650000000-N	TEMP RAISED EA		3939.000	3.00000	11817.00
0146	4685000000-E	THERMO PVT M LF		32418.000	0.80000	25934.40
0147	4686000000-E	THERMO PVT M LF		36641.000	0.85000	31144.85
0148	4695000000-E	THERMO PVT M LF		13469.000	1.60000	21550.40
0149	4697000000-E	THERMO PVT M LF		11652.000	2.00000	23304.00
0150	4710000000-E	24"WIDE THER LF		1505.000	5.00000	7525.00
0151	4721000000-E	THERMO PVT M EA		46.000	100.00000	4600.00
0152	4725000000-E	THERMO PVT S EA		376.000	140.00000	52640.00
0153	4810000000-E	PAINT PVMT M LF		362467.000	0.20000	72493.40
0154	4820000000-E	PAINT PVMT M LF		18438.000	0.40000	7375.20
0155	4835000000-E	PAINT PVT MK LF		3546.000	1.50000	5319.00
0156	4840000000-N	PAINT PVT MK EA		150.000	25.00000	3750.00
0157	4845000000-N	PAINT PVT MK EA		630.000	20.00000	12600.00
0158	4850000000-E	LINE REMOVAL LF		20000.000	0.90000	18000.00
0159	4900000000-N	PERM RAISED EA		1680.000	5.00000	8400.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

331,453.25 **Committed**

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)

331,453

DBE SUBCONTRACTOR: 3765 STAY ALERT SAFETY SERVICES INC

Will Use Quote: Yes

0128	4400000000-E	WORK ZONE SI SF		2450.000	4.87000	11931.50
0130	4410000000-E	WORK ZONE SI SF		624.000	5.30000	3307.20
0131	4415000000-N	FLASHING ARR EA		2.000	2450.00000	4900.00
0132	4420000000-N	PORTABLE CHA EA		2.000	10650.00000	21300.00
0136	4445000000-E	BARRICADES (LF		752.000	14.89000	11197.28
0138	4480000000-N	TMA EA		2.000	40000.00000	80000.00
0139	4507000000-E	WATER FILLED LF		8421.000	56.99000	479912.79
0140	4508000000-E	RESET WATER LF		1736.000	11.50000	19964.00
0133	4422000000-N	PORT CHANGE DAY		60.000	22.00000	1320.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

633,832.77 **Committed**

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)

633,832

DBE SUBCONTRACTOR: 11531 PAVERS WALLS AND STAMPED CONCRETE LLC

Will Use Quote: Yes

0091	2591000000-E	4" CONCRETE SY		21000.000	11.25000	236250.00
0092	2605000000-N	CONCRETE CUR EA		120.000	800.00000	96000.00
0093	2612000000-E	6" CONCRETE SY		2800.000	32.00000	89600.00
0094	2619000000-E	4" CONCRETE SY		30.000	45.00000	1350.00
0095	2655000000-E	5" MONO CONC SY		5350.000	35.00000	187250.00

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
DBE COMMITMENT ITEMS

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LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
0096	2738000000-E	GENERIC PAVI	SY	60.000	27.50000	1650.00
0097	2738000000-E	GENERIC PAVI	SY	100.000	35.00000	3500.00
0098	2752000000-E	GENERIC PAVI	LF	160.000	15.50000	2480.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

618,080.00 Committed

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)

618,080

DBE SUBCONTRACTOR: 7942 DAUGHERTY TRUCKING LLC

Will Use Quote: Yes

0008	0106000000-E	BORROW EXCAV	CY	205000.000	5.32000	1090600.00
0006	0022000000-E	UNCLASSIFIED	CY	45000.000	2.15000	96750.00
0003	0001000000-E	CLEARING & G	LS	1.000	55000.00000	55000.00
0016	0318000000-E	FND CONDIT M	TON	6180.000	5.75000	35535.00
0045	1099700000-E	CLASS IV SUB	TON	4000.000	5.75000	23000.00
0046	1110000000-E	STABILIZER A	TON	500.000	5.75000	2875.00
0048	1121000000-E	AGGREGATE BA	TON	660.000	5.75000	3795.00
0052	1220000000-E	INCIDENTAL S	TON	6000.000	5.75000	34500.00
0184	6006000000-E	EROS CONTRL	TON	2250.000	6.50000	14625.00
0115	3628000000-E	RIP RAP, CLA	TON	155.000	7.00000	1085.00
0116	3635000000-E	RIP RAP, CLA	TON	105.000	7.00000	735.00
0117	3649000000-E	RIP RAP, CLA	TON	220.000	6.50000	1430.00
0185	6009000000-E	EROS CONTRL	TON	6005.000	6.50000	39032.50

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

1,398,962.50 Committed

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)

1,398,9

TOTAL DBE COMMITMENT FOR VENDOR:

Entered: 14.03% or 3562018.77

Required: 14.00% or 3555474.30

<GOAL MET>

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	1,200,000.00	1,200,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	140,850.00	140,850.00
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum LS	541,649.00	541,649.00
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB-BING	2 ACR	8,000.00	16,000.00
0005	0015000000-N	205	SEALING ABANDONED WELLS	3 EA	1,600.00	4,800.00
0006	0022000000-E	225	UNCLASSIFIED EXCAVATION	45,000 CY	6.75	303,750.00
0007	0036000000-E	225	UNDERCUT EXCAVATION	16,500 CY	10.00	165,000.00
0008	0106000000-E	230	BORROW EXCAVATION	205,000 CY	8.10	1,660,500.00
0009	0134000000-E	240	DRAINAGE DITCH EXCAVATION	2,200 CY	12.15	26,730.00
0010	0141000000-E	240	BERM DITCH CONSTRUCTION	90 LF	5.10	459.00
0011	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	29,000 SY	3.10	89,900.00
0012	0177000000-E	250	BREAKING OF EXISTING ASPHALT PAVEMENT	900 SY	2.05	1,845.00
0013	0192000000-N	260	PROOF ROLLING	20 HR	100.00	2,000.00
0014	0195000000-E	265	SELECT GRANULAR MATERIAL	3,000 CY	22.25	66,750.00
0015	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA-TION	10,460 SY	2.60	27,196.00
0016	0318000000-E	300	FOUNDATION CONDITIONING MATE-RIAL, MINOR STRUCTURES	6,180 TON	32.65	201,777.00
0017	0320000000-E	300	FOUNDATION CONDITIONING GEO-TEXTILE	9,600 SY	3.45	33,120.00
0018	0335600000-E	305	36" DRAINAGE PIPE	28 LF	92.10	2,578.80
0019	0343000000-E	310	15" SIDE DRAIN PIPE	120 LF	41.15	4,938.00

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0020	0345000000-E	310	24" SIDE DRAIN PIPE	32 LF	58.40	1,868.80
0021	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	12 LF	47.00	564.00
0022	0402000000-E	310	48" RC PIPE CULVERTS, CLASS III	48 LF	138.00	6,624.00
0023	0448000000-E	310	***** RC PIPE CULVERTS, CLASS IV (72")	280 LF	273.50	76,580.00
0024	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	15,904 LF	39.80	632,979.20
0025	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	2,732 LF	45.45	124,169.40
0026	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	6,304 LF	58.25	367,208.00
0027	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	1,704 LF	76.35	130,100.40
0028	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	536 LF	93.00	49,848.00
0029	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	676 LF	114.00	77,064.00
0030	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	12 LF	48.50	582.00
0031	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	72 LF	45.70	3,290.40
0032	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	228 LF	54.40	12,403.20
0033	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	56 LF	72.00	4,032.00
0034	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	2 EA	210.00	420.00
0035	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	2 EA	235.00	470.00
0036	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (24", 0.064")	6 EA	350.00	2,100.00

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0037	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (30", 0.079")	2 EA	470.00	940.00
0038	0974000000-E	SP	*** WELDED STEEL PIPE, ***** THICK, GRADE B, (UNDER RR) (36", 0.500")	56 LF	495.00	27,720.00
0039	0995000000-E	340	PIPE REMOVAL	7,588 LF	11.25	85,365.00
0040	1011000000-N	500	FINE GRADING	Lump Sum LS	900,000.00	900,000.00
0041	1044000000-E	501	LIME TREATED SOIL (SLURRY METHOD)	33,610 SY	2.75	92,427.50
0042	1066000000-E	501	LIME FOR LIME TREATED SOIL	340 TON	227.00	77,180.00
0043	1077000000-E	SP	#57 STONE	2 TON	50.00	100.00
0044	1099500000-E	505	SHALLOW UNDERCUT	1,450 CY	13.70	19,865.00
0045	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	4,000 TON	37.25	149,000.00
0046	1110000000-E	510	STABILIZER AGGREGATE	500 TON	26.85	13,425.00
0047	1115000000-E	SP	GEOTEXTILE FOR PAVEMENT STA- BILIZATION	4,100 SY	4.90	20,090.00
0048	1121000000-E	520	AGGREGATE BASE COURSE	660 TON	25.55	16,863.00
0049	1176000000-E	542	SOIL CEMENT BASE	22,410 SY	2.20	49,302.00
0050	1187000000-E	542	PORTLAND CEMENT FOR SOIL CE- MENT BASE	617 TON	145.00	89,465.00
0051	1209000000-E	543	ASPHALT CURING SEAL	8,410 GAL	4.00	33,640.00
0052	1220000000-E	545	INCIDENTAL STONE BASE	6,000 TON	32.70	196,200.00
0053	1275000000-E	600	PRIME COAT	463 GAL	5.00	2,315.00
0054	1330000000-E	607	INCIDENTAL MILLING	5,700 SY	6.00	34,200.00
0055	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	9,940 TON	38.00	377,720.00

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0056	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	60,130 TON	37.00	2,224,810.00
0057	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	10,420 TON	38.50	401,170.00
0058	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	35,130 TON	37.00	1,299,810.00
0059	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	9,830 TON	40.00	393,200.00
0060	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	26,400 TON	38.00	1,003,200.00
0061	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	7,417 TON	585.00	4,338,945.00
0062	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	2,460 TON	90.00	221,400.00
0063	1891000000-E	SP	GENERIC PAVING ITEM MEDIAN CROSSOVER	350 SY	45.00	15,750.00
0064	2022000000-E	815	SUBDRAIN EXCAVATION	336 CY	23.00	7,728.00
0065	2033000000-E	815	SUBDRAIN FINE AGGREGATE	168 CY	54.25	9,114.00
0066	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	1,000 LF	10.40	10,400.00
0067	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA	455.00	910.00
0068	2077000000-E	815	6" OUTLET PIPE	12 LF	25.50	306.00
0069	2143000000-E	818	BLOTTING SAND	10 TON	100.00	1,000.00
0070	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	1 EA	850.70	850.70
0071	2209000000-E	838	ENDWALLS	6 CY	705.00	4,230.00
0072	2220000000-E	838	REINFORCED ENDWALLS	8 CY	1,125.00	9,000.00
0073	2253000000-E	840	PIPE COLLARS	3 CY	880.00	2,640.00
0074	2264000000-E	840	PIPE PLUGS	1 CY	1,125.00	1,125.00

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0075	2275000000-E	SP	FLOWABLE FILL	128 CY	215.00	27,520.00
0076	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	335 EA	1,375.00	460,625.00
0077	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	180 LF	220.00	39,600.00
0078	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	71 EA	520.00	36,920.00
0079	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	9 EA	470.00	4,230.00
0080	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	2 EA	485.00	970.00
0081	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	16 EA	580.00	9,280.00
0082	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	99 EA	600.00	59,400.00
0083	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	115 EA	600.00	69,000.00
0084	2396000000-N	840	FRAME WITH COVER, STD 840.54	23 EA	440.00	10,120.00
0085	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	26 EA	435.00	11,310.00
0086	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	41 EA	435.00	17,835.00
0087	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	21,500 LF	12.40	266,600.00
0088	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	40,500 LF	14.15	573,075.00
0089	2556000000-E	846	SHOULDER BERM GUTTER	430 LF	19.00	8,170.00
0090	2580000000-E	846	CONCRETE VALLEY GUTTER	960 LF	13.25	12,720.00
0091	2591000000-E	848	4" CONCRETE SIDEWALK	21,000 SY	24.50	514,500.00
0092	2605000000-N	848	CONCRETE CURB RAMP	120 EA	850.00	102,000.00

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0093	2612000000-E	848	6" CONCRETE DRIVEWAY	2,800 SY	34.00	95,200.00
0094	2619000000-E	850	4" CONCRETE PAVED DITCH	30 SY	47.50	1,425.00
0095	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	5,350 SY	37.50	200,625.00
0096	2738000000-E	SP	GENERIC PAVING ITEM 4" CONCRETE WAITING PAD	60 SY	29.25	1,755.00
0097	2738000000-E	SP	GENERIC PAVING ITEM 6" CONCRETE SHELTER PAD	100 SY	37.50	3,750.00
0098	2752000000-E	SP	GENERIC PAVING ITEM SPECIAL MEDIAN CURB & GUTTER	160 LF	16.50	2,640.00
0099	2815000000-N	858	ADJUSTMENT OF DROP INLETS	2 EA	600.00	1,200.00
0100	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA	600.00	600.00
0101	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	35 EA	400.00	14,000.00
0102	2938000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX WITH MANHOLE	2 EA	1,100.00	2,200.00
0103	3030000000-E	862	STEEL BM GUARDRAIL	5,600 LF	16.05	89,880.00
0104	3045000000-E	862	STEEL BM GUARDRAIL, SHOP CURVED	175 LF	17.80	3,115.00
0105	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA	45.00	450.00
0106	3195000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE AT-1	1 EA	480.00	480.00
0107	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	10 EA	480.00	4,800.00
0108	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	13 EA	1,850.00	24,050.00
0109	3360000000-E	863	REMOVE EXISTING GUARDRAIL	865 LF	1.15	994.75
0110	3435000000-N	SP	GENERIC GUARDRAIL ITEM EXTRA LENGTH GUARDRAIL POST, 8'	28 EA	60.00	1,680.00

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0111	3536000000-E	866	CHAIN LINK FENCE, 48" FABRIC	180 LF	7.25	1,305.00
0112	3542000000-E	866	METAL LINE POSTS FOR 48" CHAIN LINK FENCE	15 EA	72.00	1,080.00
0113	3548000000-E	866	METAL TERMINAL POSTS FOR 48" CHAIN LINK FENCE	7 EA	146.50	1,025.50
0114	3572000000-E	867	CHAIN LINK FENCE RESET	200 LF	14.65	2,930.00
0115	3628000000-E	876	RIP RAP, CLASS I	155 TON	51.00	7,905.00
0116	3635000000-E	876	RIP RAP, CLASS II	105 TON	54.00	5,670.00
0117	3649000000-E	876	RIP RAP, CLASS B	220 TON	51.00	11,220.00
0118	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	7,200 SY	3.45	24,840.00
0119	3659000000-N	SP	PREFORMED SCOUR HOLES WITH LEVEL SPREADER APRON	1 EA	1,360.00	1,360.00
0120	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	4,211 LF	5.50	23,160.50
0121	4096000000-N	904	SIGN ERECTION, TYPE D	2 EA	84.50	169.00
0122	4102000000-N	904	SIGN ERECTION, TYPE E	185 EA	51.00	9,435.00
0123	4108000000-N	904	SIGN ERECTION, TYPE F	11 EA	73.15	804.65
0124	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	3 EA	110.00	330.00
0125	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	75 EA	1.15	86.25
0126	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	3 EA	1.15	3.45
0127	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	15 EA	1.15	17.25
0128	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	2,450 SF	5.50	13,475.00
0129	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	708 SF	10.65	7,540.20

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0130	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	624 SF	6.00	3,744.00
0131	4415000000-N	1115	FLASHING ARROW BOARD	2 EA	2,760.00	5,520.00
0132	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	12,000.00	24,000.00
0133	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60 DAY	24.80	1,488.00
0134	4430000000-N	1130	DRUMS	1,092 EA	37.50	40,950.00
0135	4435000000-N	1135	CONES	100 EA	20.35	2,035.00
0136	4445000000-E	1145	BARRICADES (TYPE III)	752 LF	16.75	12,596.00
0137	4450000000-N	1150	FLAGGER	10,950 HR	17.50	191,625.00
0138	4480000000-N	1165	TMA	2 EA	40,000.00	80,000.00
0139	4507000000-E	1170	WATER FILLED BARRIER	8,421 LF	60.00	505,260.00
0140	4508000000-E	1170	RESET WATER FILLED BARRIER	1,736 LF	12.50	21,700.00
0141	4510000000-N	SP	LAW ENFORCEMENT	1,200 HR	35.00	42,000.00
0142	4516000000-N	1180	SKINNY DRUM	1,058 EA	28.00	29,624.00
0143	4590000000-E	SP	GENERIC TRAFFIC CONTROL ITEM RESET TRAFFIC CONTROL SAFETY FENCE	17,680 LF	0.80	14,144.00
0144	4590000000-E	SP	GENERIC TRAFFIC CONTROL ITEM TRAFFIC CONTROL SAFETY FENCE	12,991 LF	6.75	87,689.25
0145	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	3,939 EA	3.20	12,604.80
0146	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	32,418 LF	0.85	27,555.30
0147	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	36,641 LF	0.90	32,976.90

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0148	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	13,469 LF	1.70	22,897.30
0149	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	11,652 LF	2.15	25,051.80
0150	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	1,505 LF	5.50	8,277.50
0151	4721000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	46 EA	107.50	4,945.00
0152	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	376 EA	150.00	56,400.00
0153	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	362,467 LF	0.25	90,616.75
0154	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	18,438 LF	0.45	8,297.10
0155	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	3,546 LF	1.60	5,673.60
0156	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	150 EA	27.00	4,050.00
0157	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	630 EA	21.25	13,387.50
0158	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	20,000 LF	0.95	19,000.00
0159	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	1,680 EA	5.50	9,240.00
0160	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum LS	10,000.00	10,000.00
0161	5325600000-E	1510	6" WATER LINE	115 LF	64.00	7,360.00
0162	5325800000-E	1510	8" WATER LINE	1,861 LF	61.00	113,521.00
0163	5326200000-E	1510	12" WATER LINE	8,650 LF	56.00	484,400.00
0164	5540000000-E	1515	6" VALVE	2 EA	1,010.00	2,020.00
0165	5546000000-E	1515	8" VALVE	7 EA	1,405.00	9,835.00

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0166	5558000000-E	1515	12" VALVE	16 EA	2,310.00	36,960.00
0167	5589100000-E	1515	1" AIR RELEASE VALVE	2 EA	955.00	1,910.00
0168	5649000000-N	1515	RECONNECT WATER METER	3 EA	832.00	2,496.00
0169	5666000000-E	1515	FIRE HYDRANT	17 EA	4,390.00	74,630.00
0170	5691100000-E	1520	4" SANITARY GRAVITY SEWER	27 LF	50.00	1,350.00
0171	5691300000-E	1520	8" SANITARY GRAVITY SEWER	4,055 LF	70.75	286,891.25
0172	5775000000-E	1525	4' DIA UTILITY MANHOLE	28 EA	2,195.00	61,460.00
0173	5776000000-E	1525	5' DIA UTILITY MANHOLE	1 EA	2,967.00	2,967.00
0174	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	113.1 LF	145.00	16,399.50
0175	5782000000-E	1525	UTILITY MANHOLE WALL, 5' DIA	9.9 LF	178.00	1,762.20
0176	5801000000-E	1530	ABANDON 8" UTILITY PIPE	1,263 LF	4.55	5,746.65
0177	5804000000-E	1530	ABANDON 12" UTILITY PIPE	2,378 LF	9.50	22,591.00
0178	5815500000-N	1530	REMOVE FIRE HYDRANT	13 EA	520.00	6,760.00
0179	5816000000-N	1530	ABANDON UTILITY MANHOLE	3 EA	820.00	2,460.00
0180	5828000000-N	1530	REMOVE UTILITY MANHOLE	15 EA	735.00	11,025.00
0181	5882000000-N	SP	GENERIC UTILITY ITEM RELOCATE WATER METER	60 EA	968.50	58,110.00
0182	5882000000-N	SP	GENERIC UTILITY ITEM RELOCATE WATER METER WITH NEW VAULT	21 EA	5,020.00	105,420.00
0183	6000000000-E	1605	TEMPORARY SILT FENCE	83,800 LF	1.35	113,130.00
0184	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	2,250 TON	46.00	103,500.00
0185	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	6,005 TON	46.00	276,230.00

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0186	6012000000-E	1610	SEDIMENT CONTROL STONE	6,965 TON	41.00	285,565.00
0187	6015000000-E	1615	TEMPORARY MULCHING	120 ACR	660.00	79,200.00
0188	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	2,300 LB	2.75	6,325.00
0189	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	11 TON	900.00	9,900.00
0190	6024000000-E	1622	TEMPORARY SLOPE DRAINS	2,000 LF	11.50	23,000.00
0191	6029000000-E	SP	SAFETY FENCE	2,300 LF	1.40	3,220.00
0192	6030000000-E	1630	SILT EXCAVATION	10,050 CY	8.00	80,400.00
0193	6036000000-E	1631	MATTING FOR EROSION CONTROL	45,000 SY	1.35	60,750.00
0194	6037000000-E	SP	COIR FIBER MAT	1,000 SY	6.35	6,350.00
0195	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	1,500 SY	6.00	9,000.00
0196	6042000000-E	1632	1/4" HARDWARE CLOTH	16,000 LF	2.40	38,400.00
0197	6069000000-E	1638	STILLING BASINS	70 CY	50.00	3,500.00
0198	6071012000-E	SP	COIR FIBER WATTLE	3,750 LF	6.10	22,875.00
0199	6071020000-E	SP	POLYACRYLAMIDE (PAM)	1,800 LB	10.00	18,000.00
0200	6071030000-E	1640	COIR FIBER BAFFLE	1,500 LF	4.45	6,675.00
0201	6071050000-E	SP	*** SKIMMER (1-1/2")	7 EA	655.00	4,585.00
0202	6084000000-E	1660	SEEDING & MULCHING	80 ACR	1,525.00	122,000.00
0203	6087000000-E	1660	MOWING	40 ACR	85.00	3,400.00
0204	6090000000-E	1661	SEED FOR REPAIR SEEDING	1,200 LB	5.50	6,600.00
0205	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	4 TON	960.00	3,840.00

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0206	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	1,925 LB	3.50	6,737.50
0207	6108000000-E	1665	FERTILIZER TOPDRESSING	57.5 TON	850.00	48,875.00
0208	6111000000-E	SP	IMPERVIOUS DIKE	100 LF	44.50	4,450.00
0209	6114500000-N	1667	SPECIALIZED HAND MOWING	60 MHR	73.15	4,389.00
0210	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	150 EA	54.00	8,100.00
0211	6120000000-E	SP	CULVERT DIVERSION CHANNEL	110 CY	46.00	5,060.00
0212	7279000000-E	1715	TRACER WIRE	13,620 LF	0.50	6,810.00
0213	7300000000-E	1715	UNPAVED TRENCHING (*****) (2, 2")	6,835 LF	8.00	54,680.00
0214	7301000000-E	1715	DIRECTIONAL DRILL (*****) (2, 2")	6,785 LF	15.75	106,863.75
0215	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	33 EA	675.00	22,275.00
0216	7566000000-N	1733	DELINEATOR MARKER	18 EA	70.00	1,260.00
0217	7980000000-N	SP	GENERIC SIGNAL ITEM JUNCTION BOX (EXTRA LARGE OVER-SIZED, HEAVY DUTY)	7 EA	1,950.00	13,650.00

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0218	8126000000-N	414	CULVERT EXCAVATION, STA ***** (57+89.00-L-)	Lump Sum LS	27,500.00	27,500.00
0219	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	146 TON	56.30	8,219.80
0220	8196000000-E	420	CLASS A CONCRETE (CULVERT)	162 CY	575.00	93,150.00
0221	8245000000-E	425	REINFORCING STEEL (CULVERT)	17,024 LB	1.15	19,577.60

Contract Item Sheets For C202849

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0222	8801000000-E	SP	MSE RETAINING WALL NO **** (1)	550 SF	76.00	41,800.00
0223	8802030000-E	SP	SEGMENTAL GRAVITY RETAINING WALLS	230 SF	45.00	10,350.00
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$25,396,245.00

1406/Dec02/Q1550659.5/D779486342000/E223



Contract No. C202849
County Mecklenburg

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

Blythe Development Company

Full name of Corporation

1415 E. Westinghouse Blvd., Charlotte, NC 28273

Address as Prequalified

Attest

[Signature]
Secretary/Assistant Secretary
Select appropriate title

By

[Signature]
President/Vice President/Assistant Vice President
Select appropriate title

Luther J. Blythe Jr.

Print or type Signer's name

L. Jack Blythe

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

6 day of December 2013

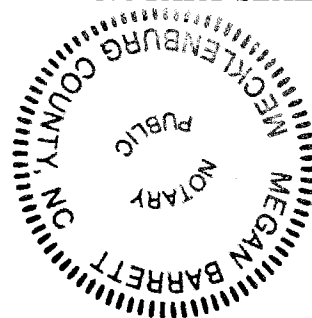
[Signature]
Signature of Notary Public

of Mecklenburg County

State of NC

My Commission Expires: 2-4-2018

NOTARY SEAL



DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

Contract No. C202849

County (ies): Mecklenburg

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

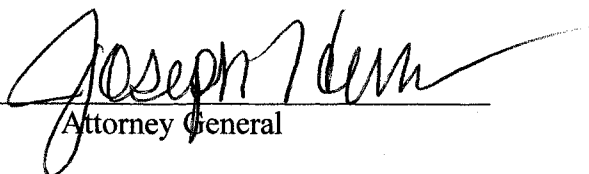


Contract Officer



Date

Execution of Contract and Bonds
Approved as to Form:



Attorney General

Bond No. 018032298

Contract No. C202849
County Mecklenburg

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution December 4, 2013

Name of Principal Contractor Blythe Development Company

Name of Surety: Liberty Mutual Insurance Company

Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina

Amount of Bond: (\$25,396,245.00) Twenty Five Million Three Hundred Ninety Six Thousand Two Hundred Forty Five Dollars and 00/100

Contract ID No.: C202849

County Name: Mecklenburg

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.


Rev 5-17-11

Affix Seal of Surety Company

By Angela D. Ramsey
Print, stamp or type name of Attorney-in-Fact



Amela Ramsey
Signature of Attorney-in-Fact


Signature of Witness

6100 Fairview Road

Charlotte, NC 28210

Address of Attorney-in-Fact

Contract No. C202849
County Mecklenburg

Rev 5-17-11

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

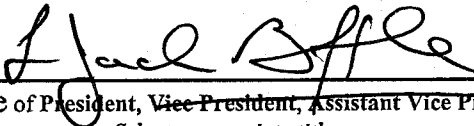
Blythe Development Company

Full name of Corporation

1415 East Westinghouse Boulevard, Charlotte, NC 28273

Address as prequalified

By

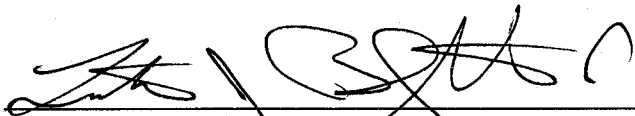

Signature of President, Vice President, Assistant Vice President
Select appropriate title

L. JACK BLYTHE

Print or type Signer's name

Affix Corporate Seal

Attest


Signature of Secretary, Assistant Secretary
Select appropriate title

Lothar J. Blythe Jr.
Print or type Signer's name

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 residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela D. Ramsey of the city of Charlotte, state of NC its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Blythe Development Company

Obligee Name: North Carolina Department of Transportation

Surety Bond Number: 018032298

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of December, 2013.



By: Gregory W. Davenport

Gregory W. Davenport, Assistant Secretary

Contract No. C202849
County Mecklenburg

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: December 4, 2013

Name of Principal Contractor: Blythe Development Company

Name of Surety: Liberty Mutual Insurance Company

Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina

Amount of Bond: (\$25,396,245.00) Twenty Five Million Three Hundred Ninety Six
Thousand Two Hundred Forty Five Dollars and 00/100

Contract ID No.: C202849

County Name: Mecklenburg

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. C202849
County Mecklenburg

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company
Print or type Surety Company Name

By Angela D. Ramsey
Print, stamp or type name of Attorney-in-Fact



Angela D. Ramsey
Signature of Attorney-in-Fact

Jennifer C. Hoehn
Signature of Witness

Jennifer C. Hoehn
Print or type Signer's name

6100 Fairview Road

Charlotte, NC 28210
Address of Attorney-in-Fact

Contract No. C202849
County Mecklenburg

Rev 5-17-11

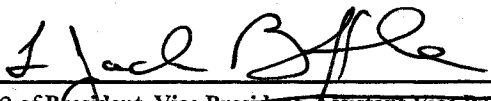
CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

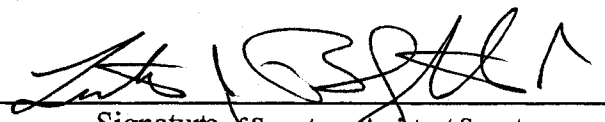
Blythe Development Company
Full name of Corporation

1415 East Westinghouse Boulevard, Charlotte, NC 28273
Address as prequalified

By 
Signature of President, ~~Vice President~~, Assistant Vice President
Select appropriate title

L. JACK BLYTHE
Print or type Signer's name

Affix Corporate Seal

Attest 
Signature of Secretary, Assistant Secretary
Select appropriate title

Luther J. Blythe Jr.
Print or type Signer's name

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 residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela D. Ramsey of the city of Charlotte, state of NC its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

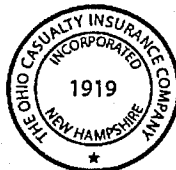
Principal Name: Blythe Development Company

Obligee Name: North Carolina Department of Transportation

Surety Bond Number: 018032298

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella

Teresa Pastella, Notary Public

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ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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By: Gregory W. Davenport

Gregory W. Davenport, Assistant Secretary