

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

C203255

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C203255

WBS 52100.3.STR01T4 FRA-FR-HSR-0006-10-01-

T.I.P NO. P-5201

COUNTY OF WAKE
THIS IS THE ROADWAY & STRUCTURE CONTRACT
ROUTE NUMBER LENGTH 0.345 MILES
LOCATION MORRISVILLE PARKWAY - NORTH CAROLINA RAILROAD.

CONTRACTOR FSC II LLC DBA FRED SMITH COMPANY
ADDRESS 6105 CHAPEL HILL RD
RALEIGH, NC 27607

BIDS OPENED DECEMBER 17, 2013
CONTRACT EXECUTION JAN 23 2014

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

PROPOSAL

DATE AND TIME OF BID OPENING: **DECEMBER 17, 2013 AT 2:00 PM**

CONTRACT ID C203255
WBS 52100.3.STR01T4

FEDERAL-AID NO. FRA-FR-HSR-0006-10-01-

COUNTY WAKE

T.I.P. NO. P-5201

MILES 0.345

ROUTE NO.

LOCATION MORRISVILLE PARKWAY - NORTH CAROLINA RAILROAD.

TYPE OF WORK GRADE SEPARATION, RAIL CROSSING, AND SIGNALS.

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C203255 IN WAKE 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. **C203255**; 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. **C203255** in Wake 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.

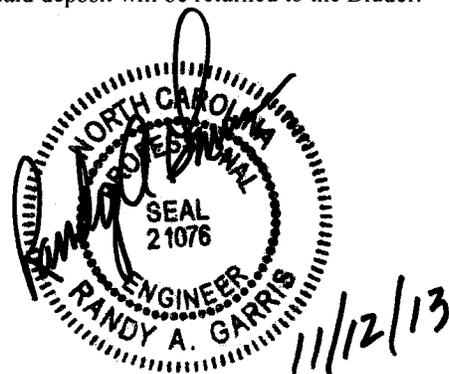
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the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

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

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

108

SP1 G07 A

The date of availability for this contract is **March 15, 2014**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **May 15, 2017**.

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

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

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

108

SP1 G13 A

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

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

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

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

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

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INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES

The Contractor shall complete all required work for the railroad roadbed shown on the plans that is not in conflict with the existing operating track or Morrisville Parkway, including installation and maintenance of erosion control, seeding and mulching, clearing & grubbing, undercutting, installation of ditches and pipe necessary for positive drainage, grading and compaction of rail bed, and placement and compaction of sub ballast, in accordance with plans and details. The station limits for this intermediate contract time are:

-M1- Station 3548+93 to 3581+55,

-M1- Station 3585+00 to 3631+61.

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

The completion date for this intermediate contract time is **September 1, 2015**.

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

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES

The Contractor shall complete all required work for the railroad roadbed shown on the plans that is not in conflict with the existing operating track, including the new railroad bridge over proposed Morrisville Parkway, any work not completed as part of ICT 2 due to being in conflict with existing Morrisville Parkway, installation and maintenance of erosion control, seeding and mulching, clearing & grubbing, undercutting, installation of ditches, subsurface drainage, and pipe necessary for positive drainage, grading and compaction of rail bed, and placement and compaction of sub ballast in accordance with plans and details. The station limits for this intermediate contract time are:

-M1- Station 3548+93 to 3631+61.

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

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

It is mutually agreed that time is of the essence in completing **the work as stated above**. It is further mutually agreed a delay in completing this work will result in damage due to increased engineering and inspection costs to the Department of Transportation, great hardship to the general public, public inconvenience, obstruction of traffic, interference with business, and increased cost of maintaining traffic.

By reason of the necessity of expeditious completion of the work **as stated above**, it is mutually agreed, the Contractor shall receive an incentive payment of **Five Thousand Dollars (\$5,000.00)**

per calendar day for each day prior to **April 15, 2016** that this work is completed. Incentive payment shall be limited to a maximum of **Sixty Thousand Dollars (\$60,000.00)**. No incentive payment shall be allowed for any calendar day after **April 15, 2016** that this work remains incomplete. This **April 15, 2016** date shall be utilized in determining incentive payments and it shall not be revised for any reason whatsoever. Incentive payment determined to be due the Contractor, shall be paid by the Department within forty-five (45) calendar days after completion of all work. No incentive payment shall be allowed if the contract is terminated under the provisions of Article 108-13 of the *2012 Standard Specifications*.

Disincentive of **Five Thousand Dollars (\$5,000.00)** per calendar day shall be assessed the Contractor for each day beyond the completion date the work is not completed.

The Engineer shall withhold the disincentives as they accrue from the amount of monies due on work performed in the contract. The withholding of the disincentives shall be in addition to the normal percentage retained as noted in Article 109-4 of the *2012 Standard Specifications*.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SPI G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **Morrisville Parkway, Davis Drive, Chapel Hill Road, Weston Parkway, Town Hall Drive and Morrisville Carpenter Road** during the following restrictions:

DAY AND TIME RESTRICTIONS

**MONDAY THROUGH FRIDAY,
6:00 AM TO 9:00 AM
3:00 PM TO 7:00 PM**

In addition, the Contractor shall not close or narrow a lane of traffic on **Morrisville Parkway, Davis Drive, Chapel Hill Road, Weston Parkway, Town Hall Drive and Morrisville Carpenter Road**, 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 AM** December 31st and **7:00 PM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 PM** the following Tuesday.
3. For **Easter**, between the hours of **6:00 AM** Thursday and **7:00 PM** Monday.

4. For **Memorial Day**, between the hours of **6:00 AM** Friday and **7:00 PM** Tuesday.
5. For **Independence Day**, between the hours of **6:00 AM** the day before Independence Day and **7:00 PM** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 AM** the Thursday before Independence Day and **7:00 PM** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 AM** Friday and **7:00 PM** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 AM** Tuesday and **7:00 PM** Monday.
8. For **Christmas**, between the hours of **6:00 AM** the Friday before the week of Christmas Day and **7:00 PM** the following Tuesday after the week of Christmas Day.

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

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

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

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

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **Morrisville Parkway** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**MONDAY THROUGH FRIDAY,
6:00 AM TO 9:00 AM
3:00 PM TO 7:00 PM**

The maximum allowable time for **traffic shifts** is **fifteen (15)** minutes for **Morrisville Parkway**. The Contractor shall reopen the travel lanes to traffic until any resulting traffic queue is depleted.

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

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

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

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:

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

108

SPI G14 H

The Contractor shall complete the work required of **Phase I, Step 3** as shown on Sheets **TMP-3 and TMP-4** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **seven (7)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Ten Thousand Dollars (\$10,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES:

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

108

SPI G14 H

The Contractor shall complete the work required of **Phase III, Step 1 through Step 4** as shown on Sheets **TMP-3, and TMP-8 through TMP-13** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **one hundred eighty (180)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Ten Thousand Dollars (\$10,000.00)** per calendar day.

PERMANENT VEGETATION ESTABLISHMENT:

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

104

SPI G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and

installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2012 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

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

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

RAILROAD COORDINATION

The Contractor's attention is directed to the plans and the Intermediate Contract Times (ICT) Special Provisions. Norfolk Southern Railway (NSR) requires a specific advance notice four (4) weeks before the Contractor anticipates modification or removal of existing track, railroad signals, or track or signal appurtenances is required to be completed by NSR to allow for the Contractor's planned work.

The contractor shall give NSR a minimum of four (4) weeks-notice and continue to closely coordinate with NSR to assure NSR staff and materials availability within the seven day ICT #6 closure of Morrisville Parkway for installation of new railroad crossing signals and widened crossing surface as called out in PHASE I, STEP 3 of the Transportation Management Plans before closing Morrisville Parkway to traffic.

An advance notice is required by NSR twelve (12) weeks ahead of the Contractor's anticipated completion of ICT #2 to allow NSR to construct as much track as practical before the completion of the railroad bridge over relocated Morrisville Parkway.

An advance notice is required by NSR six (6) weeks ahead of the Contractor's anticipated completion of ICT #3, which includes the railroad bridge, the removal of existing Morrisville Parkway pavement, and railroad roadbed grading for NSR to complete track construction and remove the existing tracks across the proposed Morrisville Parkway.

It is anticipated NSR will complete the track construction, tie-in and track removal required for the Contractor to complete Morrisville Parkway by the latest of:

- A minimum of thirteen (13) weeks and a maximum of twenty-four (24) weeks from the completion of ICT #2
- A minimum of five (5) weeks and a maximum of nine (9) weeks from the completion of ICT #3

NSR will give an advance notice no less than fourteen (14) calendar days ahead of the anticipated date train operations are moved to the new railroad bridge and the existing track is removed from Morrisville Parkway.

NSR will require a minimum of three (3) weeks and a maximum of eight (8) weeks to remove remaining track and accessories allowing the contractor to complete final grading of the existing railroad roadbed. NSR will give an advance notice through the Engineer no less than fourteen (14) calendar days ahead of the anticipated final date of removal of track and accessories.

All notices to the railroad shall be given to the Engineer.

MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):

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

SPI 1-14(Rev)

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference on Wednesday, December 4, 2013 from 1:00 p.m. to 3:00 p.m. at:

Materials & Tests Conference Room
1801 Blue Ridge Road
Raleigh, NC 27607
(919) 329-4000

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

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

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

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

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

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

For all interested contractors, an optional site visit has been scheduled to take place following the Mandatory Pre-Bid Conference. Details of this site visit are available on the NCDOT Bidding and Letting webpage. This will be the only opportunity for the contractor to view the site during the advertisement.

DELAY IN RIGHT OF ENTRY:

(7-1-95)

108

SP1 G22 A

The Contractor will not be allowed right of entry to the parcels listed below **until January 31, 2014** unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>
001	Prestonwood Country Club, Inc.
002	WMCI Raleigh, I, LLC
004	Dillard Paper Company
006	Preston Community Assoc., Inc.
007	William J. Karras
008	6101 Collin, LLC
009	Quail Field Condo Owners Assoc.
010	Morrisville Partner, LLC
011	Park West Village Phase, LLC
012	Town of Morrisville
013	Research Triangle Regional Public Trans. Authority

PROGRESS SCHEDULE (RAIL):

(2-19-13)

SP1 G25

The Contractor shall prepare and submit for review and approval a Progress Schedule as set forth in Section 108 of the *Standard Specification*, the Railroad Coordination Special Provision, and as amended herein.

The schedule shall include activity descriptions with beginning and ending dates, partial completion (in percentage or time format). Railroad roadbed activities should include beginning and ending stations of roadbed section. The schedule shall include activities or milestones indicating when NSR flagmen and construction forces should be mobilized to the site.

In addition to those requirements listed above and in Section 108 of the *Standard Specifications*, the Contractor shall include the following activities or milestones in the schedules, where applicable:

- (A) Beginning and ending dates for each phase or section of railroad roadbed work.
- (B) Expected beginning and ending dates for each phase of track work required to be performed by NSR, based on the durations indicated in the Railroad Coordination Special Provision or as coordinated with the Engineer and Railroad Engineer.

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- (C) Dates when flagging for railroad protection is required and expected type of flagging required, as coordinated with the Engineer and Railroad Engineer.
- (D) Dates (and durations, if temporary) for closures of at-grade crossings.
- (E) Completion dates for highway projects and railroad roadbed projects if separate completion dates are anticipated/required.
- (F) Anticipated dates for removal of erosion control devices.

The Contractor shall continue to submit to the Engineer a schedule on a monthly basis until the work is substantially complete. If no changes are required to the schedule dates, the Contractor shall resubmit the previous month's schedule with a revised submittal date and updated percent partial completion.

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
3	Unclassified Excavation
81	Sub-ballast

SPECIALTY ITEMS:

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

108-6

SP1 G37

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

Line #	Description
71 thru 76	Guardrail
77	Fencing
82 thru 91	Signing
107 thru 112	Long-Life Pavement Markings
123	Permanent Pavement Markers
126 thru 138	Utility Construction
139 thru 166	Erosion Control
167 thru 209	Signals/ITS System
215 thru 218	Drilled Piers

FUEL PRICE ADJUSTMENT:

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

109-8

SP1 G43(REV.)

Revise the 2012 Standard Specifications as follows:

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

The base index price for DIESEL #2 FUEL is **\$3.0850** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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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
Sub-ballast	Gal/Ton	0.55
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
___" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ___" Pavement	Gal/SY	0.245

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-21-13)

108-2

SP1 G58

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

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2014	(7/01/13 - 6/30/14)	16% of Total Amount Bid
2015	(7/01/14 - 6/30/15)	47% of Total Amount Bid
2016	(7/01/15 - 6/30/16)	30% of Total Amount Bid
2017	(7/01/16 - 6/30/17)	7% 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 FOR RAILROAD PIEDMONT
IMPROVEMENT PLAN (PIP):**

(12-18-12) (Rev. 5-21-13)

102-15(J)

SP1 G64

Description

The purpose of this Special Provision is to promote the solicitation and use of disadvantaged minority and woman-owned businesses in the rail PIP projects let by the Department of Transportation.

Definitions

Aspirational Goal - The portion of the total contract, expressed as a percentage, that is foreseeable to be performed by DBE subcontractors.

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

Pledged DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE aspirational goal.

Pledged DBE Goal - The DBE participation at time of award, as determined by the amount of pledged DBE participation submitted.

Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, pledged DBE participation along with the listing of the 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 brought, 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.

Forms and Websites Referenced in this Provision

Affidavit A - Listing of Good Faith Efforts - Form signed by bidder listing good faith efforts performed. This form is required if the lowest responsive and responsible bidder fails to meet or exceed the aspirational goal.

http://files.www.piedmontrail.biz/primary-navigation/prequalification-requirements/PIP_DB_E_provision.pdf

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)

Aspirational DBE Goal

In line with the federal aspirational goal, the following DBE aspirational goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **10.0 %**

Even though the goal is aspirational, the expectation is that the Contractor shall exercise all reasonable steps to achieve the goal. Such steps include, but are not limited to:

- (A) Clearly defining and disseminating information to DBEs on portions of the work that is available on the project so DBEs are provided an equitable opportunity to participate on the PIP contracts let by the Department.
- (B) Solicit through reasonable and available means to try and achieve the aspirational goal.
- (C) Providing adequate information and arranging a location for the review of plans, specifications and requirements of the contract.
- (D) Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, lines of credit, insurance, materials, equipment or related assistance or services.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are DBE certified through the NC UCP in the NCDOT Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the aspirational DBE goal of the project. 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 the work.

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all the DBE participation that they anticipate to use during the life of the contract. Since the Rail DBE program is race and gender-neutral, all participation up to and over the 10% aspirational goal will be used toward the Department's race and gender-neutral goal for rail projects. 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 bidder 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 aspirational DBE goal.

(B) Paper Bids

- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on the Listing of DBE Subcontractors form.
- (2) 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 aspirational DBE goal.

DBE Prime Contractor

When a certified DBE firm bids on a rail PIP contract that contains an aspirational DBE goal, the DBE firm by virtue of the work it performs on the contract with its own forces, will meet the DBE aspirational goal. The DBE bidder shall list itself along with any other DBE subcontractors on the Listing of DBE Subcontractor form and the amount of work by each.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each DBE that will be used on the project to meet the aspirational goal of the contract, indicating the bidder's intent to use the DBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*. The purpose of this documentation is to make the DBE aware that their quote is being used on the project. The documentation is not intended to take the place of a formal contract between the Contractor and the DBE subcontractor.

A hard or electronic copy of the Letter(s) of Intent 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.

Submission of Good Faith Effort

While the lowest responsible and responsive bidder will not be denied award of the contract based on failing to meet the advertised aspirational goal, the Department expects that the bidder will put forth a good faith effort to meet it. If the bidder fails to meet or exceed the aspirational DBE goal, the apparent lowest responsive bidder shall submit Affidavit A - Listing of Good Faith Efforts. A hard or electronic copy of the Affidavit 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.

Counting DBE Participation Toward Meeting the DBE Aspirational Goal**(A) Participation**

The total dollar value of the participation by a submitted DBE will be counted toward the aspirational goal of the contract. The total dollar value of the participation by a DBE will be based upon the value of work actually performed by the DBE and the actual payments to the 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 the 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 aspirational goal. Work that a DBE subcontracts to a non-DBE firm does not count toward the aspirational goal of the contract.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its aspirational goal 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 own forces.

(E) Suppliers

A contractor may count toward its aspirational DBE goal 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) Other

A contractor may count toward its aspirational DBE goal 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

Even though the goal on the rail PIP project is aspirational, there is still a requirement that the DBEs performing on the project will perform a commercially useful function in the work of a contract. The Contractor may only count/report towards the aspirational goal only expenditures to DBEs that perform a commercially useful function.

- (A) 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 the aspirational DBE goal.
- (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 credit for the project.
- (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.

Changes in the Work and Replacement of Pledged DBEs

Throughout the contract there may be changes made by the Engineer or Contractor that result in the reduction or elimination of work that was proposed to be performed by a DBE. Since the goals are aspirational, the Contractor will not be required to seek additional participation elsewhere on the project, but there is an expectation that there will be a continued effort to get DBEs on the job.

If the Engineer or Contractor makes changes that result in additional work to be performed by a DBE based on the Contractor's pledged DBE submittal, the Department has an expectation that the DBE shall participated in the additional work to the same extent as the DBE participated in the original work unless there is a viable reason.

If a DBE cannot perform the work for any reason, there is not a requirement to replace the DBE with another, but there is an expectation by the Department that the Contractor will continue to seek additional DBE participation opportunities on the project. The Department also requires the use of the *DBE Replacement Request Form* (RF-1) for tracking purposes.

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.

ARRA AND OERI CONTRACT PROVISIONS AND REPORTING REQUIREMENT

CERTIFICATION:

(11-20-12) (Rev. 5-21-13)

SP1 G70

By submission of a proposal or bid, the Contractor agrees to comply with the following provisions. Failure to comply with any or all of the provisions herein may be cause for the contracting agency to issue a cancellation notice to a Contractor.

The Contractor is hereby notified that this project will be financed with American Recovery and Reinvestment Act of 2009 (ARRA) Funds. The Contractor shall assure that all subcontractors and other contracts for services for ARRA funded projects shall have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the Department will require that the Contractor provide reports and other employment information as evidence to document the number of jobs created and retained by this contract from the Contractor's own workforce and any subcontractors. Additionally, the North Carolina Office of Economic Recovery & Investment (hereinafter, "OERI") has mandated certain procedural and reporting directives that will be followed. Additional provisions have been added to address OERI directives. No direct payment will be made for providing said reports as the cost for same is included in the various items in the contract.

The Contractor agrees that all data submitted to NCDOT and FRA in compliance with the Recovery Act requirements shall be accurate, objective, and of the highest integrity.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally uses, OERI requires that the Contractor post with the local Employment Security Commission Office, all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semi-skilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum of five days before the hiring decision. The selected Contractor and any

subcontractors shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI. The NC ESC website can be found at www.ncesc.com.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) Examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives will have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with recovery funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Inspector General.

Office of State Budget and Management Access to Records

OERI requires that the Contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

Buy America Provision

49 U.S.C. Section 24405(a)(1) requires that iron, steel and manufactured goods used in public buildings or public works projects must be manufactured in the United States. The Contractor agrees to abide by this provision and shall maintain records of such purchases for inspection by authorized agents of the State of North Carolina and federal agencies. The Contractor shall provide the Certificate of Compliance with Buy America to the Engineer. Copies of this certificate are available on the Piedmont Improvement Program website at <http://www.piedmontrail.biz/primary-navigation/links-and-resources>.

Wage Rate Provision (applies to all construction, alteration or repair projects)

Section 1606 of the ARRA requires that all laborers and mechanics employed by Contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The Contractor agrees that by the submission of a proposal/bid in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act. This applies to all construction contracts that exceed \$2,000.

Labor Provisions

As provided by 49 U.S.C. 24405(b), persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through the ARRA agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. 231 et seq.), the Railway Labor Act (43 45 U.S. C. 151 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.).

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds, or the continuation thereof, is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of ARRA, Contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act. Also, funds are not to be used for travel beyond the service area. Further, Contractor understands that ARRA funding is considered "one-time" funding.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, Contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Reports of Fraud or Waste

Contractors must report to the Inspector General any suspected incidence of waste, fraud and abuse related to ARRA funds, and should notify FRA regional offices of any problems encountered as they occur. Notification can be made by phone at (919) 807-4731 or electronically at oeri@osbm.nc.gov. Additional information can be found on the NC Recovery website (www.ncrecovery.gov) by clicking "Reporting of Waste and Fraud".

False Claims Act

Contractors and subcontractors awarded funds made available under the Recovery Act shall promptly report to the Inspector General any credible evidence that a principal, employee, agency, Contractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 95-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Contractors or Agencies cannot discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency or their representative, information that the employee reasonably believes is evidence of:

- (A) gross mismanagement of an agency contract or grant relating to covered funds;
- (B) a gross waste of covered funds;
- (C) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;

- (D) an abuse of authority related to the implementation or use of covered funds; or
- (E) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.*

* covered funds: "any contract, grant, or other payment received by any non-federal employer if a) the Federal Government provides any portion of the money or property that is provided, requested or demanded; and b) at least some of the funds are appropriated or otherwise made available by this Act" 1553 (g)(2).

Contractor agrees to post notice of the rights and remedies as required by the ARRA.

Emblems

The Contractor agrees to use signs and materials at all fixed project locations at the most publicly accessible location announcing that the project or equipment was funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through the American Recovery and Reinvestment Act as directed by NCDOT. This provision is to be included in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project.

Contractor Responsibilities and Reporting Requirements under ARRA

Contractors are required to complete projects or activities which are funded under the ARRA and to report on use of the funds provided through this award as directed. Information from these reports will be made available to the public. The reporting responsibility should be passed down from the Contractor to the subcontractor in order to ensure that the necessary information is provided within the specified deadline.

Contractors are not responsible for reporting ARRA requirements directly to FRA. The Contractor shall report the required data by way of NCDOT-supplied forms (either Microsoft Excel forms and in the approved version of Excel or editable pdf forms, as provided by NCDOT). The responsibilities for reporting are as follows:

(A) General

(1) Obtaining a Data Universal Numbering System (D-U-N-S) number or the Contractor may use their name and zip code of their Headquarters. For more information, visit <http://fedgov.dnb.com/webform> (for US and International locations) or call 866-705-5711. The toll free number is for US locations only. Registrants will be asked for their entity name, address, city, state, country, postal code, highest ranking individual's name and title, line of business, # of employees and legal structure (i.e.: corporation, non-profit, etc.) and socio economic data (veteran owned, women owned, etc.). If they use the web-form, there is a mailing address area, SIC code and annual revenue data lines but these are optional.

- (2) Expenditure amount (amount of payment).
- (3) Expenditure description (what was exchanged for the payment).
- (4) A brief description of the types of jobs created and jobs retained. "Jobs or positions created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. "Jobs or positions retained" means those previously existing filled positions that are retained as a result of Recovery Act funding. A job cannot be reported as both created and retained. Note that contractors will describe jobs created and retained, but will not need to determine which were created versus which were retained.
- (5) An estimate of the number of jobs created and jobs retained. At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects. The number shall be expressed as "full-time equivalent" (FTE), reported monthly as all hours worked divided by the total number of hours in a full-time schedule.
- (6) Percent complete and DBE payment data shall be submitted on a monthly basis, and is due to the NCDOT-Rail Division within 5 days of the end of each month.

(B) ARRA Section 1512

Contractor shall complete Form FHWA-1589 for each month and submit it to the NCDOT-Rail Division within 7 days after the end of the month. This data will be required until the contract is complete.

- (1) Contractors will need to report the number of direct on-site job hours associated with the ARRA funds awarded as of the end of the reporting period.
 - (a) Contractors will not be expected to estimate indirect employment data (such as the employment needed to make "off the shelf" parts that the Contractor purchases).
 - (b) The Contractor shall report direct labor (for example, construction workers building a maintenance facility, or transit agency workers doing preventive maintenance) for the prime as well as all subcontractors.
 - (c) The Contractor shall report direct labor for suppliers when the quantity or value of purchases passes a threshold where there is likely an identifiable employment impact for the vendor. NCDOT will provide detailed guidance and assistance in this calculation.
 - (d) USDOT economists will compute the number of indirect jobs and induced jobs (for example, jobs at suppliers or in unrelated industries as a result of the money flowing through the economy.)
- (2) Contractors and consultants shall provide the required information for their own workforce as well as the workforce of all subcontractors that were active on their ARRA funded project(s) for the reporting month.

(3) The requirement for monthly reporting of employment data is included in all ARRA funded contracts to ensure transparency throughout the delivery of the project. As such, specific requirements have been developed for reporting this monthly data. All Contractors awarded projects shall attend a training session in Raleigh, North Carolina to discuss reporting requirements and procedures.

The Contractor hereby agrees to comply with the Contract Provisions and Reporting Requirements as indicated in the American Recovery and Reinvestment Act of 2009 and any amendments thereto. The Contractor also agrees to comply with any additional reporting requirements that may be requested by NCDOT, FRA, USDOT, the Inspector General (IG), the Government Accountability Office (GAO), or other entities, for example Congressional committees or individual members of Congress. The Contractor hereby agrees to inspections or audits that may occur at any time from the any of the above referenced federal or state agencies. Contractors are requested to provide a copy of any such reports to NCDOT on any responses to such requests for information or as a result of an inspection or audit.

SPECIAL NOTICE TO BIDDERS:

(2-19-13) (Rev. 10-15-13)

SP1 G71

This project involves constructing new railroad roadbed on existing Railroad Right of Ways. The North Carolina Department of Transportation will be administering the project and the work will be constructed in accordance with the *January 2012 NCDOT Standard Specification for Roads and Structures*. The *Standard Specifications for Roads and Structures, January 2012 of the North Carolina Department of Transportation*, hereinafter referred to as the *Standard Specifications*, shall apply to the articles of the Project Special Provisions. Portions of the work will be done in accordance with Norfolk Southern, Standard Specifications for Materials and Construction, February 2013 and North Carolina Railroad Company's, FORM NCR 102, SPECIFICATIONS FOR PIPELINE OCCUPANCY OF NORTH CAROLINA RAILROAD COMPANY, Revised January 2009 and FORM NCR 103, SPECIFIC REQUIREMENTS OF NORTH CAROLINA RAILROAD COMPANY FOR WORK ON ITS RIGHT OF WAY, September 1, 2003. These Project Special Provisions sections of the proposal have been written to be in accordance with these documents.

The construction will be taking place in existing Railroad Right of Way owned by North Carolina Railroad Company adjacent to existing tracks that are operated and maintained by Norfolk Southern Corporation. Safety in the Right of Way will be top priority and Norfolk Southern's safety and security policies shall be followed for all employees working within the Right of Way. The safety and security policies and guidelines are further defined in the special provisions.

All work adjacent to the live tracks shall be coordinated with the Norfolk Southern Railway (NSR) Roadway Worker In Charge, as defined later in this document. As a result of safety requirements for passing trains, there will be intermittent delays requiring all equipment within 25' of the operating tracks to stop work until authorized to proceed by the Railroad. This will result in intermittent delays to the contractor's operations. The contractor needs to account for this in preparing his bid. The contractor shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred for the delays or any changes to the information above after the date of receipt.

PREQUALIFICATION OF RAIL ROAD GRADING CONTRACTORS (PIP):

(2-19-13)

SP1 G72

Contractors desiring to perform work on this project shall be prequalified in accordance with Article 102-2 of the *2012 Standard Specifications*. Due to this job being on NCRR right of way and working within close proximity of active rail tracks for both freight and passenger trains, all prime contractors must be prequalified to do work covered by **work code 5090**. All bidders shall be prequalified for work code 5090 within 10 calendar days of bid opening, in order to be awarded the contract.

The following criteria may be used to help prequalify contractors for this project:

- (A) Within the last 5 years, the applicant must have been a prime contractor on at least two (2) Interstate or US Route Improvement Projects (i.e. widening, resurfacing), or a prime contractor on two (2) railroad roadbed projects parallel and adjacent to active main track on a Class I Railroad. NCDOT may also consider comparable experience on heavily travelled state routes and airport runway projects.
- (B) The above projects must have been at least \$4 million in project cost.
- (C) Within the last 5 years the applicant must have had at least one project (does not have to be one of the 2 above) that was within or over railroad right of way and involved a rail flagger.

PROTECTION OF RAILROAD INTEREST:

(2-19-13)

SP1 G73

KEY STAKEHOLDERS AND ROLES FOR THE JOB

The following defines the roles of key stakeholders and persons with authority on the job

TERMS	DEFINITIONS
Owner, Company	North Carolina Railroad Company (NCRR). They own the right of way, facilities, tracks, structures, etc., that Norfolk Southern Railway and others operate on.
Owner's Engineer/Representative	North Carolina Railroad Company's engineer or their authorized representative for the project.
Operating Railroad, Railroad, Railway, Railway Company	Norfolk Southern Railway (NSR) operates and Railroad Company maintains the track facilities and signals.
Railroad Engineer	NSR Engineers or their authorized representatives.
RWIC/flagman	<u>R</u> oadway <u>W</u> orker <u>I</u> n <u>C</u> harge. This is NSR's onsite representative responsible for obtaining track time for work activities adjacent to the tracks and safety within the Railroad right of way. He/She may be in charge of multiple Railroad flagmen assigned to a project if more than one is required or he may be the flagman for the project.
NCDOT, Department, Department of Transportation,	The North Carolina Department of Transportation is administering the contracts and performing the inspection on the projects for compliance. Also, referred to as the Department or NCDOT.

TERMS	DEFINITIONS
Engineer, Department's Engineer	NCDOT's Division Engineer, Division Construction Engineer (DCE), Resident Engineer (RE), Assistant Resident Engineer, the authorized representative for NCDOT.
Inspector, Department's Inspector	The authorized inspector for NCDOT.
Standard Specifications, Specifications	NCDOT Standard Specifications for Road and Structures, January 2012.
NCDOT Rail, Rail Division	The North Carolina Department of Transportation, Rail Division. They are a branch of the Department of Transportation responsible for schedule review, reviewing change orders; assisting in answering requests for information (RFI), and working with the owners, operating rail and the Department, and the FRA for compliance and project closeout.
NSR Specifications 2013	Norfolk Southern Standard Specifications for Materials and Construction - February 2013.
NCRR Specifications	This includes the following documents: North Carolina Railroad - NCR101 – Specifications for Wire, Conduit and Cable Occupations of North Carolina Railroad Company, NCR102 – Specifications for Pipeline Occupancy of North Carolina Railroad Company, NCR103 – Specific Requirements of North Carolina Railroad Company for Work on its Right of Way.

AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER

The authorized representative of the Operating Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of the Operating Railroad Company 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 Engineer, shall have authority over all other matters as prescribed herein including Project Specifications, Special Provisions, and the plans.

SAFETY GUIDELINES FOR PERSONNEL WORKING ON COMPANY CORRIDOR

All contractor and subcontractor personnel working on NCRR right of way and on or adjacent to NSR operated tracks shall attend and pass a Roadway Worker Training course for NSR prior to beginning work on the Railroad right of way and shall attend the class annually. Contractor and subcontractor personnel shall adhere to the following Norfolk Southern Railway safety guidelines:

- (A) The Contractor and all personnel must follow all applicable railroad and governmental rules, with particular attention paid to railroad operating rules, Railroad rules for the conduct of contractors, Railroad rules for the operation of moving vehicles, and Federal Railway Administration roadway worker rules.

- (B) No one shall be allowed within 25' of the centerline of the nearest track without the specific authorization of the RWIC/flagman.
- (C) The Contractor shall require that its employees or employees of any subcontractors wear the following while on or about the Railroad right of way:
- (1) Appropriate head protection.
 - (2) Appropriate eye protection.
 - (3) Appropriate hearing protection.
 - (4) Appropriate respiratory protection.
 - (5) Appropriate high visibility reflective safety vests are required for work inside active intermodal facilities, public rights of way, or other locations as required by the Railroad and the MUTCD.
 - (6) Suitable protective clothing and footwear. 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. Safety steel toe boots are required.
 - (7) All protective equipment must be in good condition and properly fitted.
- (D) The Contractor shall observe the safety provisions of applicable laws and building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the most recent edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are consistent with applicable law or regulation.
- (E) The Contractor shall permit only qualified personnel to perform welding. Proper clothing, gloves and shields must be worn for body and eye protection. All welding equipment must be properly tested and in good working order. All welding equipment and cutting torches being used within 25 feet of the track must be shut off and work stopped when train is passing.
- (F) Anyone working on Railroad Right-of-Way found to be under the influence of alcohol or other intoxicant, narcotic or hallucinogenic drug, or in possession of such intoxicant or drug, shall be dismissed from the property by the Contractor and not allowed to return.
- (G) When anyone working on Railroad right of way is injured, the Contractor shall arrange for emergency medical assistance, if needed, and the Contractor shall notify Railroad Engineer and the Department's Engineer of such incident by the quickest method of communication available.
- (H) The Contractor shall not permit the use of defective or improvised tools and equipment for the work.
- (I) At the direction of the Railroad Engineer and the Department's Engineer, the Contractor shall work with local emergency response personnel to develop action plans to respond to emergency situations.

- (J) The Contractor is responsible for maintaining emergency site access(es) for local emergency response personnel.
- (K) The Contractor must promptly notify Railroad Engineer and the Department's Engineer of any safety incident or injury involving any person(s) on the project site.
- (L) The Contractor shall hold daily safety briefings involving all personnel working on site per railroad safety rules. Personnel arriving onsite after the safety briefing shall be briefed before proceeding with their work. The Contractor and all personnel shall hold additional safety briefings during the day as conditions or work changes.
- (M) The Contractor is responsible for obtaining eRailSafe certification for itself and its employees working on Railroad right of way upon award of Contract. The Contractor shall follow all eRailSafe requirements and escort all subcontractors or non-certified employees on site. Information about requirements and responsibilities to become eRailSafe can be found at: <http://www.e-railsafe.com/>
- (N) The Contractor and all personnel are responsible for obtaining FRA and NSR approved Roadway Worker Certification through an NSR-approved trainer.
- (O) All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- (P) No one is allowed to cross tracks without specific authorization from the flagman.
- (Q) No steel tape or chain will be allowed to cross or touch rails without permission.

GUIDELINES FOR EQUIPMENT WORKING ON COMPANY'S CORRIDOR

The following applies to all equipment being operated within the Railroad right of way:

- (A) The Contractor's actions shall not interfere with normal train operations. The Contractor shall provide a weekly schedule of activities that may affect train operations or require flagging protection.
- (B) NSR will provide service outages only when absolutely required for construction activities as determined by the Railroad Engineer. No claim by the Contractor against NSR and the Department will be allowed for delays caused by NSR's operations.
- (C) When working on or near operating tracks to be kept in service, NSR may provide a schedule of allowable work periods. Allowable work periods may change due to the variances in train operations. If the Contractor fails to comply with the schedules and performs its work in a manner that causes delay to NSR train operations, it shall be liable for any delays and shall reimburse NSR upon receipt of bills therefore. If at any time the Contractor is required to work longer than a normal 8 hour day to prevent disruption to NSR's train operations, then the Contractor shall do so at no expense to the Railroad and the Department.

- (D) At locations where a flagman is deemed necessary by the Railroad Engineer for the safety of Railroad's property and operations, the Contractor will observe the directions given by the RWIC/flagman. The Contractor will assure that its officers, agents, suppliers, subcontractors and employees observe the directives given by the RWIC/flagman. It is distinctly understood, however, that no direction or failure to give direction by the RWIC/flagman will relieve the Contractor from any of its indemnification commitments in the contract.
- (E) No one shall be allowed within 25' of the centerline of the nearest track without the specific authorization of the RWIC/flagman.
- (F) No one shall be allowed to cross the tracks without specific authorization of the RWIC/flagman.
- (G) All persons working near the track while a train is passing are to look for dragging bands, chains and protruding or shifted cargo. If any of these are observed, they must notify the RWIC/flagman immediately.
- (H) No one shall be allowed to pass between, over or under rail cars.
- (I) No steel or metallic chain or measuring tape shall be allowed to cross or touch rails without permission of the RWIC/flagman.
- (J) No construction materials shall be placed on tracks without approval of the Railroad Engineer.
- (K) When working on tracks, switches shall be lined away from the work area and switch points spiked down or clamped or rail ends mismatched to prevent cars or engines from entering the work area.
- (L) No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- (M) No crane or boom equipment will be allowed to foul track or lift a load over the track without flagman protection and track time.
- (N) All employees will stay with their machines when crane or boom equipment is pointed toward track.
- (O) All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- (P) Swinging loads must be secured to prevent movement while train is passing no loads will be suspended above a moving train.

- (Q) No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- (R) Trucks, tractors or any equipment will not touch ballast line without specific permission from flagman.
- (S) No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- (T) 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.
- (U) All equipment, loads and cables are prohibited from touching the rails.
- (V) While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- (W) The Contractor is responsible for the ingress and egress of its plant, equipment, materials and labor to and from the construction site in accordance with the following:
 - (1) No movement that may endanger the safe normal Railroad operations shall be made without the approval of the RWIC/flagman as to route and time of use.
 - (2) No movement of the Contractor's plant equipment, materials and labor to and from the site shall be made without the approval of the RWIC/flagman.
- (X) Railroad regulations concerning the movement of vehicles on Railroad property shall be followed by the Contractor, its subcontractors and all of the respective personnel, including, without limitation, weight restrictions for roadways.
- (Y) Use of access routes shall not cause the fouling of turnouts, flangeways, equipment, and drainage facilities with gravel, mud, waste materials, or timbers used for crossing tracks. Such routes shall be planned in such a way to minimize the risk of damage to Railroad facilities and must be approved by the Railroad Engineer.
- (Z) No equipment or materials will be parked or stored on Company's corridor unless specific authorization is granted from the Railroad Engineer.
- (AA) All unattended equipment that is left parked on Company's corridor shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- (BB) All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

FAILURE TO COMPLY WITH SAFETY REQUIREMENTS

Failure to comply with any safety requirements within the railroad right of way may result in the removal of the individual or individuals responsible for violation of policies. Depending upon the severity of the violation as determined by the Railroad Engineer, RWIC/flagman or the Department's Engineer, the individual or individuals implicated must leave the RR right of way within 1 hour of notification of the violation. Depending on the severity of the violation, the individual or individuals who were involved in the incident may be able to return to the job the following day. That determination will be made by the RWIC and the Department's representative on site. The individual or individuals will be notified if they are allowed to return the following day by the close of business the day of the occurrence. If they are not allowed to return the next day, the contractor may file an appeal to the Department's Engineer requesting the individual or individuals accused of the violation be allowed to return to the job. The Resident Engineer will then notify the Railroad of the appeal and a meeting will be held to determine if the individual or individuals will or will not be allowed to return to the job. The individual or individuals alleged to have committed the violation will not be allowed on the project until after the Railroad Engineer and Department Engineer have reviewed the appeal and made a determination if the individual or individuals may return. If a person is allowed return to the site after the appeal process and a second violation of policies occurs, that will be grounds for permanent removal of the individual from the worksite. This does not only apply to individuals, but may apply to entire crews as well depending on the circumstances and severity of the violation of policy. The contractor shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred as a result of safety violations and removal of the individual or individuals from the job.

FEDERAL RAILROAD ADMINISTRATION (FRA) SAFETY REQUIREMENTS

In addition to NSR safety guidelines above, the Contractor will be required to adhere to the safety requirements of the Federal Railroad Administration and comply with Title 49, Volume 4, Chapter 2, Part 213 and 214 of the Code of Federal Regulations. This information can be found at the following link:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=ef344d8e404793fcb6650641e75f7e43&rgn=div5&view=text&node=49:4.1.1.1.8&idno=49>

The FRA may conduct inspections on this project and fines can be levied against both the individual cited and the contractor for violations of these policies. The contractor shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred as a result of violations and fines for noncompliance with the above FRA guidelines.

RAILROAD INSURANCE: SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST

State Project: P-5201

County: Wake

(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 23 CFR 646A for all work to be performed on Company's corridor by carrying insurance of the following kinds and amounts:

(1) **CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:**

The Contractor shall furnish an original and one copy of the certificate of insurance and one certified copy of the policy to the Department as evidence that, with respect to the operations he performs on railroad right of way, he carries regular 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 Company and Railroad specified in item A.2.c. below as an additional insured, and shall include a severability of interests provision.

(2) **RAILROAD PROTECTIVE LIABILITY INSURANCE:**

The Contractor shall furnish to the Department an original and one duplicate of the Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- (a) The insurer must be rated A- or better by A.M. Best Company, Inc.
- (b) The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04

- (c) The named insured on each policy as required to be issued to each Company and to Railroad shall read: (NOTE: The below insured is to be treated separately as an insured on each railroad protective policy for a total of (2) two separate policies being issued.)

North Carolina Railroad Company
2809 Highwoods Blvd, Suite 100
Raleigh, NC 27604-1000
Attn: Property Department;

and

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 of new railroad roadbed; and construction of a new railroad bridge owned by North Carolina Railroad Company and operated by Norfolk Southern Railway Company over Morrisville Parkway along with utilities in Wake County, North Carolina, identified as State TIP P-5201 and Federal Project FRA-FR-HSR-0006-10-01-00.

- (e) The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.
- (f) The name and address of the prime contractor must appear on the Declarations.
- (g) The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- (h) Other endorsements/forms that will be accepted are:
- (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) 60-day written notice be given the Department prior to cancellation or change
 - (4) Quick Reference or Index Form CL/IL 240
- (i) Endorsements/forms that are NOT acceptable are:
- (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) Any other endorsement/form not specifically authorized in item no. 2.h above.

- (B) If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 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.

C203255 (P-5201)

Wake County

Revised 12-11-13

- (C) Prior to entry on Company's corridor, 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 Company and Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Department, Company and Railroad at the addresses below, and one certified copy of the Prime Contractor and any Subcontractor's policy is to be forwarded to the Department for its review and transmittal to the Company and 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, Company and Railroad. The Railroad will not permit any work on Company's corridor until the Company and Railroad has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

NCDOT Rail Division
Risk Management
Engineering & Safety Branch
C/O State Railroad Agent
1556 Mail Service Center
Raleigh, NC 27699-1556

RAILROAD:

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

COMPANY:

North Carolina Railroad Company
2809 Highwoods Blvd.
Suite 100
Raleigh, NC 27604

- (D) The insurance required herein shall not limit the obligations of Department or its Contractors under the terms of this agreement.
- (E) The insurance amounts specified are minimum amounts and that 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, Company and Railroad as to form and amount prior to beginning work on Company's corridor.
- (F) All insurance herein before specified shall be carried until the final inspection and acceptance of the project by the Department, Company and Railroad, or acceptance of that portion of the project within Company's corridor. At this point, no work or any other activities by the Contractor shall take place in Company's corridor without written permission from the Department, Company and Railroad.

FAILURE TO COMPLY

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 Company's corridor.
- (2) The 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 Railroad Engineer and the Engineer.

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 prices bid for other items of the work as specified in the payment items.

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	-	1 Main Track
Number of trains per day	-	14
Type of Trains per day	-	6 Passenger and 8 Freight
Maximum speed of trains	-	79 mph(Passenger), 50 mph (Freight)

NOTICE OF STARTING WORK

The contractor shall not commence any work on Company's corridor until the contractor has complied with the following conditions:

- (A) Give the Company and Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, at least ten days in advance of the date the contractor proposes to begin work on Company's corridor/NCRR right of way. Notice to be given to:

Mr. Rick Meredith, PE
Norfolk Southern Corporation
1200 Peachtree Street NE
Building Box 142
Atlanta, Georgia 30309

Mr. Jim Kessler, PE
North Carolina Railroad Company
2809 Highwoods Blvd
Suite 100
Raleigh, NC 27604

- (B) Obtained written authorization from both Norfolk Sothern Railway and North Carolina Railroad Company to begin work on Railroad right-of-way, such authorization to include an outline of specific conditions with which the contractor must comply.
- (C) Obtained written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by the provisions for Railroad Insurance above. 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.
- (D) Furnish a schedule for all work within the Railroad right-of-way as required. Obtain written authorization from the Railroad to begin work on Company's right of way, such authorization to include an outline of specific conditions with which he must comply.
- (E) Obtain Railroad's Flagging Services as required.
- (F) The contractor must execute and deliver to NCCR and NSR a standard construction right of entry agreement approved by NCCR and NSR together.

The Railroad's written authorization to proceed with the work shall 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 shall be specified.

INTERFERENCE WITH RAILROAD OPERATIONS

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 Company or Railroad or to poles, wires, and other facilities of tenants on the right of way of the Company. 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.

Whenever work within Company's corridor 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.

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 Company and 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 Department, Company, or Railroad.

TRACK CLEARANCES

- (A) Before undertaking any work within railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:
- (1) Notify the RWIC/Track Supervisor 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 RWIC/Track Supervisor to proceed with the work.
 - (4) Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
- (B) The minimum track clearances to be maintained by the Contractor during construction are as follows:
- (1) Horizontal clearance measured from centerline of track to falsework:
 - 13'-0" on tangent track
 - 14'-0" on curved track
 - (2) Vertical clearance from top of rail to falsework: 22'-0"

CONSTRUCTION PROCEDURES**(A) General**

Construction work and operations by the Contractor on Company's property shall be:

- (1) Subject to the inspection and approval of the NSR and NCDOT.
- (2) In accordance with all of the Railroad's written specific conditions.
- (3) In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
- (4) In accordance with these Special Provisions.

(B) Excavation

The subgrade of an operated track shall be maintained with edge of berm at least 7'-0" from centerline of track and not more than 45" below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

(C) Excavation for Structures

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting, for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a North Carolina Registered Professional Engineer. The Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans for shoring, shall first be reviewed by the Department

Engineer then reviewed and approved by the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

Additionally, a walkway with handrail protection may be required as noted in the section for Trainman's walkways herein.

(D) Demolition, Erection, Hoisting

- (1) Railroad tracks and other Company corridor or railroad property must be protected from damage during the procedure.
- (2) The Contractor is required to submit a plan showing the location 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 all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
- (3) Crane rating sheets showing cranes to be adequate for 150 percent of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the pick 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.
- (5) A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
- (6) A complete 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.
- (7) All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a North Carolina Registered Professional Engineer.
- (8) The Railroad's engineer must be present at the site during the entire demolition and erection procedure period.
- (9) All procedures, plans and calculations shall first be approved by the Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

(E) Blasting

The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosives on or adjacent to Company corridor. 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:

- (1) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
- (2) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.

Revised 12-11-13

- (3) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
- (4) 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 Company corridor resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

The Railroad representative/engineer will:

- (1) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
- (2) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accordance with these special provisions.

NOTE: For additional requirements for Blasting please see "Rock Excavation By Blasting" special provision in the Geotechnical Section of the proposal. Also note that any blasting within 200 ft. of Colonial Pipeline Companies existing pipelines will require a blasting plan and approval from Colonial Pipeline.

(F) Maintenance of Railroad Facilities

The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions that may result from construction operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Company's corridor and repair any other damage to the property of the Company or its tenants.

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

(G) Storage of Materials and Equipment

Materials and equipment shall not be stored where they will interfere with railroad operations, nor on the corridor of the Company without first having obtained permission from the Railroad Engineer. Such permission will be with the understanding that neither the Company nor Railroad will 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 idle or 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 Company and 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.

(H) Cleanup

During construction of the project, the contractor shall furnish garbage disposal containers and dispose of all trash appropriately. The contractor shall clean the construction site periodically as requested by the Department's Engineer or the Railroad Engineer of all waste, rubbish and unused construction material. The removal of waste and debris shall be the responsibility of the Contractor. Unused construction materials shall be stockpiled in an orderly fashion at a location that will not interfere with train operations and the construction progress. If the contractor does not clean the construction site after receiving notification, other forces may be used to clean the site of waste and rubbish. If other forces are used, monies will be deducted from the contractor for the cost of the cleanup.

Upon completion of the work, the Contractor shall remove from within the limits of the Company's right of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said right of way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative and satisfactory to the Company's authorized representative. Cleanup also includes removal, replacement or cleaning of soiled or contaminated ballast in the construction area.

DAMAGES

The contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by railroad traffic.

Any cost incurred by the Company of Railroad for repairing damages to its corridor or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Company or Railroad by the Contractor.

CONTRACTOR FURNISHED TWO WAY RADIOS

The Contractor shall furnish a minimum of 3 push to talk, two way radios that operate on a frequency unique to the project and separate from NSR frequencies. The operational frequency should not be the same as the frequency on adjacent jobs unless directed by the Railroad Engineer. The radios will be used for communication between the RWIC/flagman or the Railroad's designated contact and the Contractor's Superintendent or designated contact on the job for safety. The Contractor will need to maintain at least 3 working radios at all time during the project. Project conditions and the contractors work may require the need for more than 3 radios on the project. It shall be the Contractors responsibility to furnish the number of radios required by NSR and NCDOT to maintain safety on the project. Failure on the part of the contractor to have working radios on site, can result in suspension of the work until the requirements of provision is met. There will be no direct payment for the cost of furnishing the radios. The cost will be included in other items of work in the contract.

Contractor shall provide radios capable of transmitting and receiving clearly, from any location within the project limits. Relaying messages from one radio operator to another will not be an acceptable method. Any upgrades or additional equipment necessary to provide clear transmissions between two single radios, including signal repeaters, will be considered incidental to the provision of radios and will not be subject to additional compensation.

The Contractor will need to submit information about the radios prior to use for approval by the Railroad.

The contractor shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred as a result of failure to have the required number of working radios on site each day or as a result of insufficient radio communication.

FLAGGING SERVICES

All work to be performed by the Contractor within the Railroad Right of Way shall require a flagman be present. Any work to be performed by the contractor requiring flagging service shall be deferred by the contractor until the flagging protection required by the railroad is available at the job site. It will take approximately 30 days from the date the railroad receives notification of award from the NCDOT to provide flagging protection for this project.

(A) When Required

Under the terms of the agreement between the Department and the 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 personnel 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 or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. The Railroad Engineer will determine how many flagmen are required for the job. However, if the Contractor works within distances that violates instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed. Any additional cost for additional flagging as a result of the Contractor violating the instruction of the RWIC/flagman will be the contractor's responsibility and shall be deducted from the contractor's monies.

(B) Scheduling and Notification

- (1) The Contractor's work requiring railroad flagging services shall be scheduled in advance and updated weekly to insure flagman coverage for the work to be performed. Flagging services will be provided by the Railroad for work required by the contract to complete the project. The contractor's work schedule shall be

- during normal daylight hours for safety concerns. Nighttime operations are not permitted without prior written approval from the Railroad Engineer and the Department's Engineer and shall be only be considered on a case by case basis.
- (2) Not later than the time that approval is initially requested to begin work on Company corridor, the Contractor shall furnish to the Company, Railroad and the Department a schedule for all work required to complete the portion of the project within Company corridor and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
 - (3) The Contractor, through the Engineer, will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Company corridor in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor, through the Engineer, will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer.
 - (4) If flagging is required, no work shall be undertaken until the flagman, or flagmen are 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 Railroad 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, an emergency arises that requires the flagman's presence elsewhere, then 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 Company, Department or Railroad.

(C) Payment

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.

Any additional cost for additional flagging as a result of work that is determined to be for the benefit of the Contractor will be the contractor's responsibility and shall be deducted from the Contractor's monies.

- (1) 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.

- (2) 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.
- (3) 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

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.

Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact Railroad's System Engineer of Public Improvements at (404) 529-1641. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Department Engineer. Address all written correspondence to:

Office of Chief Engineer-Bridges & Structures
 Attn: System Engineer of Public Improvements
 Norfolk Southern Corporation
 1200 Peachtree St. NE
 Internal Box 142
 Atlanta, GA 30309

HAUL ACROSS RAILROAD

Where the plans show or imply that materials of any nature must be hauled across the 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 to such crossings whether services are performed by the contractor's own forces or by Railroad personnel.

If the Contractor desires to haul across the Railroad for his convenience, the contractor shall make all of the necessary arrangements with the Railroad and the Company for a temporary crossing and shall bear all cost associated with construction and removal of the temporary crossing. The crossing shall only be used at times approved by the Engineer. The project will not be considered complete until all temporary crossing have been removed by the Contractor, unless directed by the Railroad or Company to leave the crossing installed. The Contractor shall be required to execute the Railroad and Company's standard private grade crossing agreement for each crossing installed. The Contractor shall have no claims whatsoever against the Railroad or the Department for denying any temporary crossing for the convenience of the Contractor.

No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Company 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.

WORK FOR THE BENEFIT OF THE CONTRACTOR

All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Department, Company and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Department, Company and/or the Railroad.

Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense. The Contractor shall notify the Department of agreements between the Railroad the and the Contractor for any work for the benefit of the Contractor.

COOPERATION AND DELAYS

It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction of work to be done by Railroad crews. In arranging the schedule the contractor 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.

The Contractor shall insure that all work required to be completed by his forces prior to Railroad's crews schedule move in date is completed. Delays by the Contractor in meeting the schedule can result in delays in rescheduling Railroad crews and result in delays to the project. The Contractor shall have no claims whatsoever against the Railroad or the Department for delays as a result of rescheduling Railroad crews due the Contractor failing to meet his schedule.

No charge or claim of the Contractor against either the Department, Company or the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad or other delays incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

The Contractor's attention is called to the fact that neither the Department, Company 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, Company or Railroad for any inconvenience, delay, or additional cost incurred by him on account of such operations by others.

TRAINMAN'S WALKWAYS

In areas along any existing tracks, on the side opposite of the track from where the work will be done; existing trainman walkways will be maintained at a distance not less than 10' from the centerline for the existing track. If the trainman's walkway does not exist, it will not be built or maintained unless shown on the plans. In areas of new construction along turnouts/switches, signals and derails, trainman walkways will be constructed and maintained not less than 10' from the centerline of the track. The trainman's walkway will extend from the point of switch through the derail. The trainman's walkway is an unobstructed continuous space suitable for the trainman to walk along the side of trains. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while the Railway'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.

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 C (REV.)

Subsurface information is available on the roadway, railway and structures portions of this project.

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

RESOURCE CONSERVATION:

(5-21-13)

104-13

SP1 G118

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

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

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

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

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

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

manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SP1 G152

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

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

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

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

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.

SUPPLEMENTAL CONTRACTOR EROSION CONTROL RESPONSIBILITIES:

(2-19-13)

SP1 G182

The Contractor shall be required to install and maintain erosion control devices and provide temporary and eventual permanent stabilization to disturbed areas until the final completion of the project contract as directed. In addition, the Contractor shall adhere to the requirements of the Erosion and Sediment Control/Stormwater Certification provided elsewhere in this contract until completion of the project. After the Contractor has completed the grading work and while Norfolk Southern's crews are installing the new track, the Contractor shall maintain erosion control responsibilities and work will continue to be required and not limited to, monitoring erosion control devices on a weekly basis and after each rainfall that equals or exceeds 0.5 inches, NPDES documentation, installation and maintenance of additional erosion control devices, providing temporary groundcover, and establishment of permanent vegetation on disturbed slopes.

Payment for installation and maintenance of temporary erosion control measures and providing temporary and permanent stabilization will be paid for at the appropriate contract unit price for the work. Mobilization payment for this work shall be paid as described in "Supplemental Response for Erosion Control." No additional payment shall be made for these supplemental responsibilities and work.

SUPPLEMENTAL RESPONSE FOR EROSION CONTROL:

(2-19-13)

SP1 G183

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 erosion control responsibilities of the Contractor. This provision will only be applicable after the Contractor has completed all of his work, with the exception of maintenance and removal of erosion control, and has demobilized his work force while waiting for NSR to complete track construction. Payment will only be made for occurrences where the contractor mobilizes men and equipment to perform necessary erosion control measures as required by the Department's Engineer.

Construction Methods

Contractor shall perform an erosion control action as described in, but not limited to, the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the work items on the form, or a separate action that is the primary responsibility of the Contractor.

Measurement and Payment

Supplemental Response for Erosion Control will be measured and paid for by counting the actual number of times the Contractor 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

Supplemental Response for Erosion Control

Pay Unit

Each

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EMPLOYMENT:

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

PROJECT SPECIAL PROVISIONS**ROADWAY****CLEARING AND GRUBBING - METHOD 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.

LUMP SUM GRADING:

(8-17-10)

226

SP2 R16

Lump sum grading shall be performed in accordance with Section 226 Comprehensive Grading of the *2012 Standard Specifications* except as follows:

Delete all references to Section 225, Unclassified Excavation.

TEMPORARY DETOURS:

(7-1-95) (Rev. 11-19-13)

1101

SP2 R30B

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

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

Aggregate base course and earth material that is removed will be measured and will be paid at the contract unit price per cubic yard for *Unclassified Excavation*. Pavement that is removed will be measured and will be paid at the contract unit price per square yard for *Removal of Existing Pavement*. Pipe culverts removed from the detours remain the property of the Contractor. Pipe culverts that are removed will be measured and will be paid at the contract unit price per linear foot for *Pipe Removal*. Payment for the construction of the detours will be made at the contract unit prices for the various items involved.

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

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 A

Description

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

Measurement and Payment

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

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SELECT GRANULAR MATERIAL:

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

265

SP2 R80

Revise the *2012 Standard Specifications* as follows:

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

Use only Class III select material for select granular material.

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

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

Payment will be made under:

Pay Item

Select Granular Material, Class III

Pay Unit

Cubic Yard

PIPE INSTALLATION:

(11-20-12)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

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

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

FLOWABLE FILL:

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

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

SP3 R30

Description

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

Materials

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

Item	Section
Flowable Fill	1000-6

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Flowable Fill	Cubic Yard

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.

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.

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:

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:

Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, S9.5B	40°F
S9.5C, S12.5C	45°F
S9.5D, S12.5D	50°F

Page 6-26, Article 610-7 HAULING OF ASPHALT MIXTURE, lines 22-23, in the fourth sentence of the first paragraph replace “so as to overlap the top of the truck bed and” with “to”.

Page 6-41, Subrticle 650-3(B) Mix Design Criteria, replace Table 650-1 with the following:

Grading Requirements <i>Sieve Size (mm)</i>	Total Percent Passing		
	<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*.

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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 **\$569.38** per ton.

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

FINAL SURFACE TESTING NOT REQUIRED:

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

610

SP6 R45

Final surface testing is not required on this project.

EMERGENCY VEHICLE CROSSOVER:

5-18-04

SPI (revised)

Description

The Contractor shall construct an emergency vehicle 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 1012-1(C)(2) of the *Standard Specifications*. Alternate sand may be substituted with the approval of the Engineer.

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, shape 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 emergency vehicle crossover to be paid for will be the actual number of square yards of emergency vehicle crossover which have been incorporated into the completed and accepted work.

The quantity of emergency vehicle crossover, measured as provided above, will be paid for at the contract unit price per square yard for *Emergency Vehicle 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 *Emergency Vehicle Crossover*.

IMPACT ATTENUATOR UNITS, TYPE 350:

(4-20-04) (Rev. 1-17-12)

SP8 R75

Description

Furnish and install impact attenuator units and any components necessary to connect the impact attenuator units in accordance with the manufacturer's requirement, the details in the plans and at locations shown in the plans.

Materials

The Contractor may at his option, furnish any one of the **NON-GATING** impact attenuator units or approved equal:

The impact attenuator unit (QUADGUARD) as manufactured by:

Energy Absorption Systems, Inc.
One East Wacker Drive
Chicago, Illinois 60601-2076
Telephone: 312-467-6750

The impact attenuator unit (TRACC) as manufactured by:

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

The Contractor may at his option, furnish any one of the **GATING** impact attenuator units or approved equal:

The impact attenuator unit (BRAKEMASTER) as manufactured by:

Energy Absorption Systems, Inc.
One East Wacker Drive
Chicago, Illinois 60601-2076
Telephone: 312-467-6750

The impact attenuator unit (CAT) as manufactured by:

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

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each impact attenuator 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 impact attenuator unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

No modifications shall be made to the impact attenuator 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

If the median width is 40 feet or less, the Contractor shall supply one of the NON-GATING Impact Attenuator Units listed in the Materials Section herein.

If the median width is greater than 40 feet, the Contractor may use any of the GATING or NON-GATING Impact Attenuator Units listed in the Materials Section herein.

Measurement and Payment

Impact Attenuator Unit, Type 350 will be measured and paid at the contract unit price per each. Such prices and payment will be full compensation for all work covered by this provision including, but not limited to, furnishing, installing and all incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Impact Attenuator Units, Type 350	Each

48' BLACK VINYL COATED CHAIN LINK FENCE (WALL MOUNTED):

Description

The work covered by this provision consists of constructing a 48" black vinyl coated galvanized steel chain link fence mounted on black vinyl coated galvanized steel posts in accordance with

the *Standard Specifications, Roadway Standard Drawings*, plans, and these provisions. Apply the black vinyl coating over the galvanizing.

Materials

Provide steel pipe posts meeting the requirement of Subarticle 1050-3 of the *Standard Specifications* for vinyl coated steel pipe posts.

Provide vinyl coated chain link fabric that complies with the plans and Article 1050-6 of the *Standard Specifications*.

Provide vinyl coated fittings and accessories meeting the requirements of Article 1050-7 of the *Standard Specifications* except where otherwise required by the plans.

Provide vinyl coated tension wire, hog rings, post caps, and the wire meeting the requirements of Article 1050-7 of the *Standard Specifications*.

Construction

Erect the vinyl coated chain link fence in accordance with the *Standard Specifications, Roadway Standard Drawings*, plans, and as directed by the Engineer.

Measurement and Payment

48" Black Vinyl Coated Chain Link Fence (Wall Mounted) will be measured and paid for as the actual number of linear feet of vinyl coated chain link fence fabric, measured in place from center of end post to center of end post, that has been completed and accepted. Such price and payment will be full compensation for all work covered by this provision including but not limited to furnishing and installing all posts, fittings, hardware, fabric tie wires, and tension wire, and all materials, labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item

Vinyl Coated Chain Link Fence, 48" Fabric (Wall Mounted)

Pay Unit

Linear Foot

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:

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

848

SP8 R126

Description

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

Materials

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

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

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

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

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

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

Construction Methods

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

Measurement and Payment

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

STREET SIGNS AND MARKERS AND ROUTE MARKERS:

(7-1-95)

900

SP9 R02

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

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

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

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

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

FOUNDATIONS AND ANCHOR ROD ASSEMBLIES FOR METAL POLES:

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

9, 14, 17

SP9 R05

Description

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

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

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

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

Materials

Refer to the *2012 Standard Specifications*.

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

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

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

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

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

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

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

Construction Methods

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

(A) Drilled Piers

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

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

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

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

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

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

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

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

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

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

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

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

If wet placement of concrete is anticipated or encountered, do not place Drilled Pier concrete until a concrete placement procedure is approved. If applicable, temporary casings and fluids may be removed when concrete placement is paused or stopped in accordance with the exceptions above provided holes are stable. Remove contaminated

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

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

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

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

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

(B) Footings, Pedestals, Grade Beams and Wings

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

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

(C) Anchor Rod Assemblies

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

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

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

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

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

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

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

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

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

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

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

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

- (13) Do not grout under base plate.

Measurement and Payment

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

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

MATERIALS:

(2-21-12) (Rev. 12-17-13)

1000, 1005, 1050, 1074, 1078, 1080, 1081, 1086, 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:

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

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

All fencing material and accessories shall meet Section 106.

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

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	4-12B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12B	Maintenance Stabilization
Light-weight ^C	-	-	-	-	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 10-161, Subarticle 1081-1(A) Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

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

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A. **Lines 16-22**, delete Types 6A, 6B and 6C.

Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-163, Table 1081-1 Properties of Mixed Epoxy Resin Systems, replace table with the following:

Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

Page 10-164, Subarticle 1081-1(E) Prequalification, lines 31-33, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

Page 10-164, Subarticle 1081-1(E)(3), line 37, replace this subarticle with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

Page 10-165, Subarticle 1081-1(E)(6), line 1, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

Page 10-165, Subarticle 1081-1(E) Prequalification, line 9-10, delete the second sentence of the last paragraph.

Page 10-165, Subarticle 1081-1(F) Acceptance, line 14, in the first sentence of the first paragraph replace “Type 1” with “Type 3”.

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

Page 10-170, Article 1081-3 Hot Bitumen, line 9, add the following at the end of Section 1081:

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

(B) Classification

The types of epoxies and their uses are as shown below:

Type I – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

Type II – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

Type III – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

Type IV – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

(C) Requirements

Epoxies shall conform to the requirements set forth in AASHTO M 237.

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

Page 10-173, Article 1084-2 STEEL SHEET PILES, lines 37-38, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076.

Metallized sheet piles shall be metallized in accordance to the Project Special Provision "Thermal Sprayed Coatings (Metallization)" with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating.

The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

Page 10-174, Subarticle 1086-1(B)(1) Epoxy, lines 18-24, replace this subarticle with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer's recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer's recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer's recommendations whichever is more stringent.

Page 10-175, Subarticle 1086-2(E) Epoxy Adhesives, line 27, replace "Section 1081" with "Article 1081-4".

Page 10-177, Subarticle 1086-3(E) Epoxy Adhesives, line 22, replace "Section 1081" with "Article 1081-4".

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

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

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

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

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

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

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

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

SELECT MATERIAL, CLASS III, TYPE 3:

(1-17-12)

1016, 1044

SP10 R05

Revise the *2012 Standard Specifications* as follows:

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

Type 3 Select Material

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

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

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

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

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

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

Subdrain coarse aggregate shall meet Class V select material.

SHOULDER AND SLOPE BORROW:

(3-19-13)

1019

SP10 R10

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

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

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

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

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

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

C203255 (P-5201)

82B

Wake County

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

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

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

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

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

PERMANENT SEEDING AND MULCHING:

(7-1-95)

1660

SP16 R02

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

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

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

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

SOIL NAIL RETAINING WALLS

(11-19-13)

1.0 GENERAL

Construct soil nail retaining walls consisting of soil nails spaced at a regular pattern and connected to a cast-in-place reinforced concrete face. A soil nail consists of a steel bar grouted in a drilled hole inclined at an angle below horizontal. Use shotcrete for temporary support of excavations during construction. Design and construct soil nail retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified Anchored Wall Contractor to construct soil nail retaining walls. Define "soil nail wall" as a soil nail retaining wall and "Soil Nail Wall Contractor" as the Anchored Wall Contractor installing soil nails and applying shotcrete. Define "nail" as a soil nail and "concrete facing" as a cast-in-place reinforced concrete face.

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item	Section
Anchor Pins	1056-2
Curing Agents	1026
Geocomposites	1056
Joint Materials	1028
Masonry	1040
Neat Cement Grout, Nonshrink	1003
Portland Cement Concrete, Class A	1000
Reinforcing Steel	1070
Select Material, Class VI	1016
Shotcrete	1002
Shoulder Drain Materials	816-2
Steel Plates	1072-2
Welded Stud Shear Connectors	1072-6

Provide Class VI select material (standard size No. 57 stone) for leveling pads. Use Class A concrete for concrete facing.

Provide soil nails consisting of grouted steel bars and nail head assemblies. Use epoxy coated or encapsulated deformed steel bars that meet AASHTO M 275 or M 31, Grade 60 or 75. Splice bars in accordance with Article 1070-9 of the *Standard Specifications*. Provide epoxy coated bars that meet Article 1070-7 of the *Standard Specifications*.

For encapsulated bars, use nonperforated corrugated HDPE sheaths at least 0.04" thick that meet AASHTO M 252. Provide at least 0.4" of grout cover between bars and sheathing and at least 0.8" of grout cover between sheathing and drill hole walls.

Fabricate centralizers from schedule 40 PVC plastic pipe or tube, steel or other material not detrimental to steel bars (no wood). Size centralizers to position bars within 1" of drill hole

centers and allow tremies to be inserted to ends of holes. Use centralizers that do not interfere with grout placement or flow around bars. Centralizers are required both inside and outside sheaths for encapsulated nails.

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

Provide Type 3 material certifications for soil nail materials in accordance with Article 106-3 of the *Standard Specifications*. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store soil nail wall materials so materials are kept clean and free of damage. Do not crack, fracture or otherwise damage grout inside sheaths of encapsulated nails. Bent, damaged or defective materials will be rejected.

3.0 PRECONSTRUCTION REQUIREMENTS

A. Soil Nail Wall Surveys

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

B. Soil Nail Wall Designs

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

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

Design soil nail walls in accordance with the plans and allowable stress design method in the *FHWA Geotechnical Engineering Circular No. 7 "Soil Nail Walls"* (Publication No. FHWA-IF-03-017) unless otherwise required. Design soil nail walls for seismic if walls are located in seismic zone 2 based on Figure 2-1 of the *Structure Design Manual*.

Design soil nails that meet the following unless otherwise approved:

1. Horizontal and vertical spacing of at least 3 ft,
2. Inclination of at least 12° below horizontal,

3. Clearance between ends of bars and drill holes of at least 6" and
4. Diameter of 6" to 10".

Four inch diameter soil nails may be approved for nails in rock at the discretion of the Engineer. Do not extend nails beyond right-of-way or easement limits. If existing or future obstructions such as foundations, guardrail, fence or handrail posts, pavements, pipes, inlets or utilities will interfere with nails, maintain a clearance of at least 6" between obstructions and nails.

When noted in the plans, design soil nail walls for a live load (traffic) surcharge of 250 lb/sf. For steel beam guardrail with 8 ft posts above soil nail walls, analyze walls for a horizontal load of 300 lb/ft of wall. For concrete barrier rail above soil nail walls, analyze walls for a horizontal load of 500 lb/ft of wall.

Provide wall drainage systems consisting of geocomposite drain strips, drains and outlet components. Place drain strips with a horizontal spacing of no more than 10 ft and center strips between adjacent nails. Attach drain strips to excavation faces and connect strips to leveling pads. Locate a continuous aggregate shoulder drain along the base of concrete facing in front of leveling pads. Provide drains and outlet components in accordance with Standard Drawing No. 816.02 of the *Roadway Standard Drawings*.

Use shotcrete at least 4" thick and reinforce shotcrete with #4 waler bars around nail heads. Two waler bars (one on each side of nail head) in the horizontal and vertical directions are required for a total of 4 bars per nail.

Use No. 57 stone for aggregate leveling pads. Use 6" thick leveling pads beneath concrete facing. Unless required otherwise in the plans, embed top of leveling pads at least 12" below bottom of walls shown in the plans.

Use concrete facing with the dimensions shown in the plans and attach facing to nail heads with welded stud shear connectors. When concrete barrier rail is required above soil nail walls, use concrete barrier rail with moment slab as shown in the plans.

Submit working drawings and design calculations including unit grout/ground bond strengths for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with nail locations including known test nail locations, typical sections and details of nails, drainage, shotcrete, leveling pads and concrete facing. If necessary, include details on working drawings for concrete barrier rail with moment slab and obstructions extending through walls or interfering with nails, 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 nail lengths. When designing soil nail walls with computer software, a hand calculation is required for the wall section with the longest nails.

C. Soil Nail Wall Construction Plan

Submit 4 copies and a PDF copy of a soil nail wall construction plan at least 30 days before the preconstruction meeting. Do not begin soil nail wall construction until the construction plan submittal is accepted. Provide detailed project specific information in the soil nail wall construction plan that includes the following:

1. Overall description and sequence of soil nail wall construction;
2. List and sizes of excavation equipment, drill rigs and tools, tremies and grouting equipment;
3. Procedures for excavations, drilling and grouting, soil nail and wall drainage system installation and facing construction;
4. Details of shotcrete equipment and application including mix process, test panels, thickness gauges and shooting methods;
5. Shotcrete nozzleman with certification in accordance with Article 1002-1 of the *Standard Specifications*;
6. Plan and methods for nail testing with calibration certificates dated within 90 days of the submittal date;
7. Examples of construction and test nail records to be used in accordance with Sections 4.0(F) and 5.0(E) of this provision;
8. Approved packaged grout or grout mix design with acceptable ranges for grout flow and density that meets Section 1003 of the *Standard Specifications*;
9. Shotcrete mix design that meets Section 1002 of the *Standard Specifications*; and
10. Other information shown in the plans or requested by the Engineer.

If alternate construction procedures are proposed or necessary, a revised soil nail wall construction plan submittal may be required. If the work deviates from the accepted submittal without prior approval, the Engineer may suspend soil nail wall construction until a revised plan is accepted.

D. Preconstruction Meeting

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

4.0 CONSTRUCTION METHODS

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

Notify the Engineer before blasting in the vicinity of soil nail walls. Perform blasting in accordance with the contract. Unless required otherwise in the plans, install foundations located behind soil nail walls before beginning wall construction.

Install soil nail walls in accordance with the accepted submittals and as directed. Do not excavate behind soil nail walls. If overexcavation occurs, repair walls with an approved method and a revised soil nail wall design or construction plan may be required.

A. Excavation

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

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

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

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

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

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

B. Soil Nails

Install soil nails in the same way as acceptable test nails. Drill and grout nails the same day and do not leave drill holes open overnight.

Control drilling and grouting to prevent excessive ground movements, damaging structures and pavements or fracturing rock and soil formations. If ground heave or subsidence occurs, suspend soil nail wall construction and take corrective action to minimize movement. If property damage occurs, make repairs with an approved method and a revised soil nail wall design or construction plan may be required.

1. Drilling

Use drill rigs of the sizes necessary to install soil nails and with sufficient capacity

to drill through whatever materials are encountered. Drill straight and clean holes with the dimensions and inclination shown in the accepted submittals. Drill holes within 6" of locations and 2° of inclination shown in the accepted submittals unless otherwise approved.

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

2. Steel Bars

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

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

3. Grouting

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

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

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

4. Nail Heads

Weld stud shear connectors to bearing plates of nails in accordance with Article 1072-6 of the *Standard Specifications*. Install nail head assemblies after shotcreting. Before shotcrete reaches initial set, seat bearing plates and tighten nuts so plates contact shotcrete uniformly. If uniform contact is not possible, install nail head assemblies on mortar pads so nail heads are evenly loaded.

C. Wall Drainage Systems

Install wall drainage systems as shown in the accepted submittals and in accordance

with Section 816 of the *Standard Specifications*. Before installing shotcrete reinforcement, place geocomposite drain strips with the geotextile side against excavation faces. For highly irregular faces and at the discretion of the Engineer, drain strips may be placed after shotcreting over weep holes through the shotcrete. Hold drain strips in place with anchor pins so strips are in continuous contact with surfaces to which they are attached and allow for full flow the entire height of soil nail walls. Discontinuous drain strips are not allowed. If splices are needed, overlap drain strips at least 12" so flow is not impeded. Connect drain strips to leveling pads by embedding strip ends at least 4" into No. 57 stone.

D. Shotcrete

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

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

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

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

E. Leveling Pads and Concrete Facing

Construct aggregate leveling pads at elevations and with dimensions shown in the accepted submittals. Compact leveling pads with a vibratory compactor to the satisfaction of the Engineer.

Construct concrete facing in accordance with the accepted submittals and Section 420 of the *Standard Specifications*. Do not remove forms until concrete attains a compressive strength of at least 2,400 psi. Unless required otherwise in the plans, provide a Class 2 surface finish for concrete facing that meets Subarticle 420-17(F) of the *Standard Specifications*. Construct concrete facing joints at a spacing of 10 ft to 12 ft unless required otherwise in the plans. Make 1/2" thick expansion joints that meet Article 420-10 of the *Standard Specifications* for every third joint and 1/2" deep

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grooved contraction or sawed joints that meet Subarticle 825-10(B) or 825-10(E) respectively for the remaining joints. Stop reinforcing steel for concrete facing 2" on either side of expansion joints.

If a brick veneer is required, construct brick masonry in accordance with Section 830 of the *Standard Specifications*. Anchor brick veneers to soil nail walls with approved brick to concrete type anchors in accordance with the manufacturer's instructions. Space anchors no more than 16" apart in the vertical direction and no more than 32" apart in the horizontal direction with each row of anchors staggered 16" from the row above and below.

Seal joints above and behind soil nail walls between concrete facing and slope protection with silicone sealant.

F. Construction Records

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

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

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

5.0 NAIL TESTING

Test soil nails in accordance with the contract and as directed. "Verification tests" are performed on nails not incorporated into soil nail walls, i.e., sacrificial nails and "proof tests" are performed on nails incorporated into walls, i.e., production nails. Define "verification test nail" and "proof test nail" as a nail tested with either a verification or proof test, respectively. Define "test nails" as verification or proof test nails.

Verification tests are typically required for at least one nail per soil type per soil nail wall or 2 nails per wall, whichever is greater. Proof tests are typically required for at least one nail per nail row per soil nail wall or at least 5% of production nails, whichever is greater. More or less test nails may be required depending on subsurface conditions encountered. The Engineer will determine the number and locations of verification and proof tests required. The approximate known test nail locations are shown in the plans.

Do not test nails until grout and shotcrete attain the required 3 day compressive strength. Do not install any production nails until verification tests are accepted.

A. Test Equipment

Use the following equipment to test nails:

1. Two dial gauges with rigid supports,
2. Hydraulic jack and pressure gauge,
3. Jacking block or reaction frame and
4. Electrical resistance load cell (verification tests only).

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

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

B. Test Nails

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

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

C. Verification Tests

Install verification test nails with the same equipment, installation methods and drill hole diameter and inclination as production nails.

Determine maximum bond length for verification test nails (L_{BVT}) using the following:

$$L_{BVT} \leq (C_{RT} \times A_t \times f_y) / (Q_{ALL} \times 3)$$

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Where,

- L_{BVT} = bond length (ft),
 C_{RT} = reduction coefficient, 0.9 for Grade 60 and 75 bars or 0.8 for Grade 150 bars,
 A_t = bar area (in²),
 f_y = bar yield stress (ksi) and
 Q_{ALL} = allowable unit grout/ground bond strength (kips/ft).

Determine design test load for verification test nails (DTL_{VT}) based on as-built bond length and allowable unit grout/ground bond strength using the following:

$$DTL_{VT} = L_{BVT} \times Q_{ALL}$$

Where,

DTL_{VT} = design test load (kips).

Perform verification tests by incrementally loading nails to failure or a load of 300% of DTL_{VT} based on the following schedule:

Load	Hold Time
AL*	1 minute
0.25 DTL_{VT}	10 minutes
0.50 DTL_{VT}	10 minutes
0.75 DTL_{VT}	10 minutes
1.00 DTL_{VT}	10 minutes
1.25 DTL_{VT}	10 minutes
1.50 DTL_{VT}	60 minutes (creep test)
1.75 DTL_{VT}	10 minutes
2.00 DTL_{VT}	10 minutes
2.50 DTL_{VT}	10 minutes
3.00 DTL_{VT}	10 minutes
AL*	1 minute

* Alignment load (AL) is the minimum load needed to align test equipment and should not exceed 0.05 DTL_{VT} .

Reset dial gauges to zero after applying alignment load. Record test nail movement at each load increment and permanent set after load is reduced to alignment load. Monitor verification test nails for creep at the 1.5 DTL_{VT} load increment. Measure and record movement during creep test at 1, 2, 3, 5, 6, 10, 20, 30, 50 and 60 minutes. Repump jack as needed to maintain load during hold times.

D. Proof Tests

Determine maximum bond length for proof test nails (L_{BPT}) using the following:

$$L_{BPT} \leq (C_{RT} \times A_t \times f_y) / (Q_{ALL} \times 1.5)$$

Where variables are defined in Section 5.0(C) above.

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Determine design test load for proof test nails (DTL_{PT}) based on as-built bond length and allowable unit grout/ground bond strength using the following:

$$DTL_{PT} = L_{BPT} \times Q_{ALL}$$

Where variables are defined in Section 5.0(C) above.

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

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

* Alignment load (AL) is the minimum load needed to align test equipment and should not exceed 0.05 DTL_{PT} .

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

E. Test Nail Acceptance

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

1. For verification tests, total movement during creep test is less than 0.08" between the 6 and 60 minute readings and creep rate is linear or decreasing throughout hold time.
2. For proof tests, total movement during creep test is less than 0.04" between the 1 and 10 minute readings or less than 0.08" between the 6 and 60 minute readings and creep rate is linear or decreasing throughout hold time.
3. Total movement at maximum load exceeds 80% of the theoretical elastic elongation of the unbonded length.
4. Pullout failure does not occur at or before the 2.0 DTL_{VT} or 1.5 DTL_{PT} load

increment. Define “pullout failure” as the inability to increase load while movement continues. Record pullout failure load as part of test nail data.

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

If the Engineer determines a verification test nail is unacceptable, revise the soil nail design or installation methods. Submit a revised soil nail wall design or construction plan for acceptance and provide acceptable verification test nails with the revised design or installation methods.

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

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

6.0 MEASUREMENT AND PAYMENT

Soil Nail Retaining Walls will be measured and paid in square feet. Soil nail 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 concrete facing. Define “bottom of wall” as shown in the plans and no measurement will be made for portions of soil nail walls embedded below bottom of wall elevations.

The contract unit price for *Soil Nail Retaining Walls* will be full compensation for providing designs, submittals, labor, tools, equipment and soil nail wall materials, excavating, hauling and removing excavated materials, installing soil nails, grouting, shotcreting and supplying wall drainage systems, leveling pads, concrete facing and any incidentals necessary to construct soil nail walls. The contract unit price for *Soil Nail Retaining Walls* will also be full compensation for brick veneers, if required. No additional payment will be made and no extension of completion date or time will be allowed for repairing property damage, overexcavations or unstable excavations, unacceptable test nails or thicker shotcrete or concrete facing.

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

Soil Nail Verification Tests and *Soil Nail Proof Tests* will be measured and paid in units of each. Soil nail testing will be measured as the number of initial verification or proof tests

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performed. The contract unit prices for *Soil Nail Verification Tests* and *Soil Nail Proof Tests* will be full compensation for initial nail testing. No payment will be made for subsequent nail testing performed on the same or replacement test nails.

Payment will be made under:

Pay Item	Pay Unit
Soil Nail Retaining Walls	Square Foot
Soil Nail Verification Tests	Each
Soil Nail Proof Tests	Each

95A

New 12-11-13

Rock Excavation by Blasting

A. Side slopes in rock cuts shall be formed by the general method of shaping them concurrently with or after the removal of material from the cut or by the method of advance presplitting of the rock along the required plane by blasting. If the method used by the CONTRACTOR is not producing acceptable results, the ENGINEER may require a change in method.

B. Prior to the commencement of blasting operations, the CONTRACTOR shall submit to the RAILROAD ENGINEER for approval a blasting plan, a loading plan and the type of initiation system (electrical caps are not allowed), etc. An evaluation and seismic report for each shot shall be furnished to the ENGINEER. In the event the maximum peak vector is exceeded, or unexpected results occur, the CONTRACTOR shall furnish an analysis of the effects on the surrounding conditions, i.e., structures, geology, etc., and the proposed changes to the blasting plan to correct the action, to the ENGINEER for review and approval before continuing blasting operations.

1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
2. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.

C. Presplitting shall be performed in such manner as to produce a uniform plane of rupture in the rock and such that the resulting backslope face shall be unaffected by subsequent blasting and excavation operations within the section. The plane shall be formed for the entire depth of the cut or to a predetermined bench level. Presplitting shall be accomplished by drilling holes of the approximate diameter to the desired depth with a maximum hole spacing of 24 inches. An increase in hole spacing may be approved by the RAILROAD ENGINEER as long as slopes with a surface reasonable free of loose rocks are produced. All holes shall be detonated simultaneously by the use of a trunk line. Presplitting shall only occur in the section of rock being shot on the day of the shoot. The contractor MAY NOT presplit in advance of future shots.

D. Primary blasting shall be performed in such a way that rock outside the authorized excavation lines shall not be unduly loosened. If rock below the line of the side slope is loosened by presplitting or primary blasting to such an extent to render it liable to slip or slide, the loosened rock shall be removed by the CONTRACTOR. Rock cuts shall be removed to a depth of 12 inches below the proposed subgrade elevation and refilled to the subgrade elevation with approved material.

E. Blasting shall not be done without proper precaution to protect adjacent work, property and persons and then only with the RAILROAD ENGINEER's approval, but such approval shall not relieve the CONTRACTOR from liability. Have at the job blasting 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 Railway's authorized

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New 12-11-13

representative. If his actions result in delay of trains, the CONTRACTOR shall bear the entire cost thereof.

F. Blasting shall be in accordance with all federal, state and local laws, codes and ordinances. Blasting personnel shall be licensed when required.

G. The CONTRACTOR shall control blast mechanical effects such as heaving by displacement with the use of steel cables, mats, or other device. No blasting shall be performed without the presence of the RAILROAD ENGINEER or his authorized representative. In the event the RAILROAD ENGINEER determines blasting to be too hazardous, it shall be discontinued.

Blasting shall only occur in sections of track that have been flooded with ballast even with the top of rail and shall sufficiently cover all parts of the track with the exception of the top of the head where the train wheel travels. The RAILROAD ENGINEER or RAILROAD ENGINEER REPRESENTATIVE will have to give approval the area of track where blasting shall occur and the approval will have to be given following the RAILROAD ENGINEER'S inspection of the flooded track. The contractor must submit stationing where blasting will occur 4-6 weeks in advance of any anticipated blasting to give the railroad sufficient time to flood the track with ballast.

The RAILROAD will flood the track with ballast. The CONTRACTOR will provide and include crane mats on the field side of the track/blasting side and in the gage of the track and will be placed on top of the flooded track. In addition, rubber tire blasting mats (provided by the CONTRACTOR) shall be placed by the contractor to cover the exposed track head where the train wheel travels. (See attached typical drawing). The RAILROAD ENGINEER / RAILROAD ENGINEER REPRESENTATIVE shall be notified immediately following the installation of rubber tired mats to perform a pre-blast track inspection.

Rubber tired mats shall not be removed until all fouling rocks, soil, etc. are removed. The RAILROAD ENGINEER / RAILROAD ENGINEER REPRESENTATIVE AND RWIC shall make a final inspection of the track AND adjacent hillside to assure slope stability. If there are unsafe conditions found by the RAILROAD ENGINEER / RAILROAD ENGINEER REPRESENTATIVE AND / OR RWIC, the contractor must comply with their wishes as far as restoring a safe hillside / track area.

H. Blasting parallel to the track will be performed in a maximum of 25' length provided the volume fouling the track following the blast can be cleared up within the track time given for the blast. The RAILROAD ENGINEER / RAILROAD ENGINEER REPRESENTATIVE shall have the authority to modify the length according to the contractor's performance.

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New 12-11-13

I. In the event of a loaded shot and not receiving track time, the licensed blaster MUST guard the shot overnight and will not be permitted to leave without gaining sufficient track time to shoot. The RWIC will guard the shot with the licensed blaster overnight.

WBS 52100.1 (P-5201)

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Wake County

Date: 09-20-2013

Law Enforcement:

(02/06/2013)

Description

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

Construction Methods

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

Measurement and Payment

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

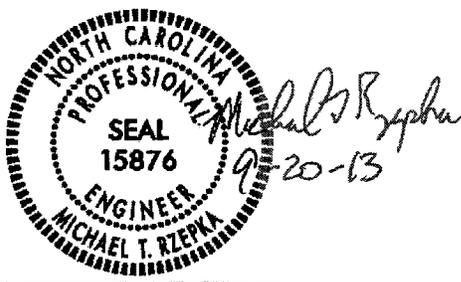
Payment will be made under:

Pay Item

Law Enforcement

Pay Unit

Hour



Project: P-5201

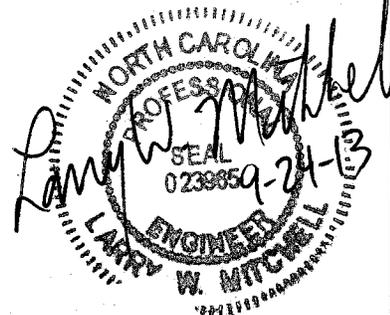
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County: Wake

PROJECT SPECIAL PROVISIONS
Utility Construction



Technical Services of North Carolina, Inc.
701 Corporate Center Drive, Suite 475
Raleigh, NC 27607-5238
Project Number. 60238803
September 24, 2013



(Seal)

I. GENERAL CONSTRUCTION REQUIREMENTS:

Specifications:

The proposed utility construction shall meet the applicable requirements of the NC Department of Transportation's "Standard Specifications for Roads and Structures" dated January 2012, and the details as shown on the plans, as outlined in the following provisions, or as directed by the Engineer. All work performed shall also be in accordance with North Carolina Railroad Specifications NCR 101, 102 and 103.

Revise the 2012 Standard Specifications as follows:

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

The utility owner is the Town of Cary. The contact person is Glen Harrell and he can be reached by phone at 919-460-4933.

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

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

Page 15-6, Sub-article 1510-3 (B) Line 32, Testing and Sterilization, seventh paragraph:

delete the words "may be performed concurrently or"
and replace with "shall be performed".

Owner and Owner's Requirements:

The existing water mains to be relocated are owned by the Town of Cary. The Contractor shall provide access for the owners' representatives to all phases of construction. The owners shall be notified two weeks prior to commencement of any work and one week prior to service interruption. Only authorized personnel of the owner shall operate valves in the existing water distribution system. Restrained joint pipe and fittings shall be located and constructed as indicated on the plans. Restrained pipe and fittings shall be manufactured restrained systems as indicated on the plans.

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County: Wake

PROJECT SPECIAL PROVISIONS**Utilities by Others**

 <p>WETHERILL ENGINEERING</p> <p><i>WE Design Your Tomorrow . .</i></p>	<p>559 Jones Franklin Road, Suite 164 Raleigh, NC 27606 Phone: 919.851.8077 Fax: 919.851.8107 wei@wetherilleng.com</p>
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General:

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

- A) . **PSNC (Natural Gas)**
Duncan Warren 919-367-2715
- B) **AT&T (Communications)**
Billy Griner 919-785-7811
- C) **Progress Energy (Power-Distribution)**
Eddie Watkins 919-882-5051
- D) **Progress Energy (Power-Transmission)**
Sheila Talton 919-481-6126
- E) **Time Warner Cable (CATV)**
Joe Fahey 919-573-7660
- F) **Colonial Pipeline (Petroleum)**
Tom West 336-931-6039
- G) **Verizon (Communications)**
Eric Crane 931-248-3450

The conflicting facilities of these concerns will **not** 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.

PROJECT SPECIAL PROVISIONS**Utilities by Others****Utilities Requiring Adjustment:****A) PSNC (Natural Gas)**

- PSNC will install a new pipeline along the east side of Crabtree Crossing and cross the railroad approximately 2000' north of the project site to connect with an existing pipeline that runs along NC 54.
- The existing pipeline in the project area will be capped, evacuated, and abandoned.
- New service lines will be installed as needed to serve the businesses on the east side of the tracks. The new lines will follow the property line behind parcels 7 & 8 and tie to existing gas service on Quail Fields Court
- The underground lines at Town Hall Drive have been located and determined to be buried at a depth sufficient to be clear of the proposed construction. **Contractor shall locate gas lines and take standard precautions while working in the vicinity of these underground gas lines.**
- PSNC will complete their relocation work by 1 May 2014.

B) AT&T (Communications)

- New communication lines will be installed along the current alignment at a depth of +/- 8' to allow sufficient cover after proposed grading is complete.
- New pedestals and service connections will be installed, as needed, outside the construction limits.
- AT&T has previously designed and permitted a new conduit for fiber optic lines under the railroad along the north side of the existing alignment. The location of this conduit will be approximately 2' north of the existing signal arm.
- Existing underground lines on the south side of Morrisville Carpenter Road will be abandoned and replaced with new lines to be installed along the existing Right of Way.
- A total of three new bores will be made under Morrisville Carpenter Road to connect the new lines to existing lines. See Utilities by Others plan (Sheet UO-7) for details.
- New fiber will be installed along the north side of Morrisville Carpenter Road and the east side of Town Hall Drive behind the proposed sidewalk.
- New connections will be installed as required to maintain service to existing Morrisville Town Hall.
- Existing overhead lines along Morrisville Carpenter Road will be moved to the new Progress Energy pole location.

PROJECT SPECIAL PROVISIONS**Utilities by Others**

- AT&T will complete their relocation work by 1 April 2014.

C) Progress Energy (Power-Distribution)

- The distribution lines at the intersection with Crabtree Crossing are not in conflict and will remain in place.
- Distribution lines on the east side of the railroad crossing will be installed along the current path at a depth of +/-10' to allow sufficient cover after proposed grading is complete.
- Existing transformers will be moved back 50-75' from their current locations to a location outside the construction limits. New service connections will be installed as needed.
- Progress Energy has no distribution facilities that cross the railroad at Morrisville Parkway.
- There is one distribution line crossing the railroad at M13564+50 (+/-) that will be in conflict with the new railroad alignment. The existing poles will be moved in line to a point outside the NCRR/NS right of way.
- One new pole will be placed approximately 5' southwest of an existing pole at the intersection of Town Hall Drive and Morrisville Carpenter Road. Existing overhead power lines will be relocated to the new pole.
- New underground power will be installed as needed to serve the new signal cabinet location.
- Progress Energy will complete their relocation work by 1 April 2014.

D) Progress Energy (Power-Transmission)

- The towers at the Morrisville Parkway crossing will be replaced with taller towers to provide additional vertical clearance Morrisville Parkway.
- The tower at M1-3598+80 will be replaced with a taller tower at the same location.
- The tower at M1-3602+00 will be replaced with a new tower at M1-3600+50.
- The tower at M1-3604+50 will be replaced with a taller tower at the same location.
- Progress Energy will complete their relocation work by 1 April 2014.

PROJECT SPECIAL PROVISIONS**Utilities by Others****E) Time Warner Cable (CATV)**

- Time Warner Cable facilities at the intersection of Morrisville Parkway and Crabtree Crossing are not in conflict.
- Time Warner Cable's underground facilities at the intersection of Town Hall Drive and Morrisville Carpenter Road are not in conflict. Facilities that are attached to Progress Energy poles will move to the new pole location.
- Time Warner Cable will complete their relocation work by 1 April 2014.

F) Colonial Pipeline (Petroleum)

- Concrete encasement will be installed on the existing pipeline under the new road alignment to make the pipeline traffic bearing.
- Routine pipeline maintenance work will be required on the portion of the pipeline under the existing road. Colonial would like to schedule this work to be performed after Morrisville Parkway has been closed to traffic and the contractor has removed most of the existing road. This will allow the work to be done without additional disruption to the public or cutting into the newly completed road. It is estimated that this work will take 5-7 days to complete.
- **Contractor to provide 30 days notice to Colonial Pipeline for the date Morrisville Parkway will be available for this maintenance work**
- Colonial Pipeline will complete their relocation work by 1 April 2014.

G) Verizon (Communications)

- Verizon will relocate their conduit along the existing path to a new depth of +/-8' to clear conflict with the proposed grading.
- Verizon will complete their relocation work by 1 April 2014.

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Wake County

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

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

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

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

SEEDING AND MULCHING:

(East)

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

All Roadway Areas

March 1 - August 31		September 1 - February 28	
50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Waste and Borrow Locations

March 1 - August 31		September 1 - February 28	
75#	Tall Fescue	75#	Tall Fescue
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

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

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	

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

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

Native Grass Seeding and Mulching

(East)

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

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

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Wake County

March 1 - August 31

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

September 1 - February 28

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

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

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

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

Measurement and Payment

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

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

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

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Wake County

SUPPLEMENTAL SEEDING:

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

MOWING:

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

RESPONSE FOR EROSION CONTROL:**Description**

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

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

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Wake County

SP	Response for Erosion Control	EA
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Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Response for Erosion Control	Each

303(d) IMPAIRED WATERS LIST:

Crabtree Creek, which has been identified on the 303(d) list of impaired waters as impaired for sedimentation, turbidity and/or biological integrity from stormwater-related impacts, is within one mile of the project and receives drainage from the project. The Contractor shall adhere to all conditions and/or regulations required for impacts to these waters.

ENVIRONMENTALLY SENSITIVE AREAS:

Description

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

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

Construction Methods

(A) Clearing and Grubbing

In areas identified as Environmentally Sensitive Areas, the Contractor may perform clearing operations, but not grubbing operations until immediately prior to beginning

grading operations as described in Article 200-1 of the *Standard Specifications*. Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

(B) Grading

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

(C) Temporary Stream Crossings

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

(D) Seeding and Mulching

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

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

(E) Stage Seeding

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

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

MINIMIZE REMOVAL OF VEGETATION:

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

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

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

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

TEMPORARY EARTH BERMS:**Description**

This work consists of installing, maintaining, and removing any and all material required for the construction of temporary earth berms. The temporary earth berms shall be used to direct the flow of water to specific erosion control device(s), or to direct water flowing from offsite around/away from specific area(s) of construction.

Construction Methods

The Contractor shall install the temporary earth berms in accordance with the details in the plans and at locations indicated in the plans, and as directed. Upon installation, the earth berms 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.

Upon completion of the project, the temporary earth berms shall be removed. The earth material can be utilized in the filling of silt ditches and detention devices, or graded to match the existing contours and permanently seeded and mulched.

Measurement and Payment

The installation of the temporary earth berms will be paid for as *Borrow Excavation* as provided in Section 230 of the *Standard Specifications* or included in the lump sum price for grading.

Stabilization of the temporary earth berms 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 temporary earth berms.

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.

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(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.

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Safety Fence	Linear Foot

PERMANENT SOIL REINFORCEMENT MAT:

Description

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

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.

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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

WATTLES WITH POLYACRYLAMIDE (PAM):

Description

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

Materials

Wattle shall meet the following specifications:

100% Curled Wood (Excelsior) Fibers	
Minimum Diameter	12 in.
Minimum Density	2.5 lb/ft ³ +/- 10%

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Net Material	Synthetic
Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

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

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

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

Construction Methods

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

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

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

Apply PAM over the lower center portion of the wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the wattle. PAM

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applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound
Wattle	Linear Foot

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

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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

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wattle. PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound
Coir Fiber Wattle	Linear Foot

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

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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

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COIR FIBER WATTLE BARRIER:

(8-21-12)

1630

Description

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

Materials

Coir fiber wattle shall meet the following specifications:

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

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

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

Construction Methods

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

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Coir Fiber Wattle	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

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Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) web site as an approved PAM product for use in North Carolina.

Construction Methods

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

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

Apply PAM at a rate of 3.5 ounces over the center portion of the Temporary Rock Silt Checks Type A and matting where the water is going to flow over. PAM applications shall be done during construction activities and after every rainfall event that is equal to or exceeds 0.50 in.

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound

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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*.

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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

PUMP AROUND OPERATION:**Description**

The work covered by this section consists of furnishing, installing, maintaining and removing any and all pump around systems used on this project. The Contractor shall install a pump around system in locations as shown in the plans and in other locations approved by the Engineer. The pump around system shall provide a passageway for the stream flow around the work site.

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The quantity of pump around systems may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work. See NCDOT *Best Management Practices for Construction and Maintenance Activities* manual for example pump around operation.

Materials

Item	Section
Special Stilling Basin	1639

Impervious Dike shall meet the specifications as provided elsewhere in this contract.

Pumps shall be of sufficient size to divert the stream flow around the work area, as approved by the Engineer.

Construction Methods

Install *impervious dike(s)* as shown on the plans or as directed. Pump water around the work site. If the water is turbid or exposed to bare soil, pump through a *special stilling basin*. Once the work is complete in an area remove the *impervious dike(s)* and pump system, and stabilize the area.

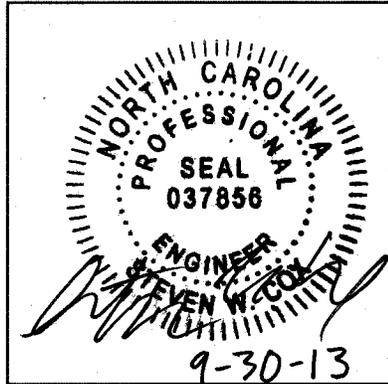
Measurement and Payment

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

Special Stilling Basin will be measured and paid for in accordance with Article 1639-4 of the *Standard Specifications*.

Payment for pumping operations shall be considered incidental to the work of installing pipes and culverts. The pumping operations shall include but not be limited to, diverting the stream flow around the work area and pumping runoff from the work area into a stilling basin, special stilling basin or other sediment control device. No additional payment will be made for furnishing materials or maintenance of the pumping operations for the installation of pipes and culverts.

The above prices and payments will be full compensation for all work covered by this section including, but not limited to furnishing all of the necessary materials, construction, maintenance and removal of the impervious dike and pump around system.



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Project Special Provisions
(Version 12.2)
Signals and Intelligent Transportation Systems

Prepared By: SWC
25-Sep-13

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1. 2012 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES

The 2012 Standard Specifications are revised as follows:

1.1. POLYMER CONCRETE (PC) JUNCTION BOXES (1091-5(B))

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

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

1.2. JUNCTION BOXES (1098-5)

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

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

1.3. CONTROLLERS WITH CABINETS – MATERIAL (1751-2)

Page 17-37, Section 1751-2 Material

Add the following paragraph:

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

1.4. PEDESTALS (1743)

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

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

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

Materials for Type I – Pedestrian Pushbutton Post:

Fabricate pipe assembly consisting of a 4" diameter x 56" long pipe, single helical blade and square fixed attachment plate. Furnish pipe in accordance with ASTM A-53 ERW Grade B and include a 2" x 3" cable opening in the pipe at 18" below the attachment plate. Furnish steel attachment plate and helical blade in accordance with ASTM A-36. Include (4) slotted mounting holes in the attachment plate to fit bolt circles ranging from 7-3/4" to 14-3/4" diameter. Furnish additional 3/4" keyholes at slotted holes to permit anchor bolt installation and replacement from top surface. Include combination bolt-head retainer and dirt scrapers at the attachment plate underside to allow for a level or flush-mount plate installation with respect to the finished grade. Galvanize pipe assembly components in accordance with AASHTO M 111 or an approved equivalent.

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

Construction Methods for Type I – Pedestrian Pushbutton Post:

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

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plate with threads pointing up. Bolt the pedestal base to the foundation attachment plate. For further construction methods, see manufacturer's installation drawings.

Materials for Type II – Normal-Duty Pedestal:

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

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

Construction Methods for Type II – Normal-Duty Pedestal:

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

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

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

Revise the last paragraph to read:

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

2. SIGNAL HEADS**2.1. MATERIALS****A. General:**

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel or corrosion resistant material.

Fabricate tunnel and traditional visors from sheet aluminum.

Paint all surfaces inside and outside of signal housings and doors. Paint outside surfaces of tunnel and traditional visors, messenger cable mounting assemblies, pole and pedestal mounting assemblies, and pedestrian pushbutton housings. Have electrostatically-applied, fused-polyester paint in highway yellow (Federal Standard 595C, Color Chip Number 13538) a minimum of 2.5 to 3.5 mils thick. Do not apply paint to the latching hardware or rigid vehicle signal head mounting brackets for mast-arm attachments.

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Have the interior surfaces of tunnel and traditional visors painted an alkyd urea black synthetic baking enamel with a minimum gloss reflectance and meeting the requirements of MIL-E-10169, "Enamel Heat Resisting, Instrument Black."

For pole mounting, provide side of pole mounting assemblies with framework and all other hardware necessary to make complete, watertight connections of the signal heads to the poles and pedestals. Fabricate the mounting assemblies and frames from aluminum with all necessary hardware, screws, washers, etc. to be stainless steel. Provide mounting fittings that match the positive locking device on the signal head with the serrations integrally cast into the brackets. Provide upper and lower pole plates that have a 1 ¼-inch vertical conduit entrance hubs with the hubs capped on the lower plate and 1 ½-inch horizontal hubs. Ensure that the assemblies provide rigid attachments to poles and pedestals so as to allow no twisting or swaying of the signal heads. Ensure that all raceways are free of sharp edges and protrusions, and can accommodate a minimum of ten Number 14 AWG conductors.

For pedestal mounting, provide a post-top slipfitter mounting assembly that matches the positive locking device on the signal head with serrations integrally cast into the slipfitter. Provide stainless steel hardware, screws, washers, etc. Provide a minimum of six 3/8 X 3/4-inch long square head bolts for attachment to pedestal. Provide a center post for multi-way slipfitters.

For light emitting diode (LED) traffic signal modules, provide the following requirements for inclusion on the Department's Qualified Products List for traffic signal equipment.

1. Sample submittal,
2. Third-party independent laboratory testing results for each submitted module with evidence of testing and conformance with all of the Design Qualification Testing specified in section 6.4 of each of the following Institute of Transportation Engineers (ITE) specifications:
 - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement
 - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement
 - Pedestrian Traffic Control Signal Indications –Light Emitting Diode (LED) Signal Modules.

(Note: The Department currently recognizes two approved independent testing laboratories. They are Intertek ETL Semko and Light Metrics, Incorporated with Garwood Laboratories. Independent laboratory tests from other laboratories may be considered as part of the QPL submittal at the discretion of the Department,

3. Evidence of conformance with the requirements of these specifications,
4. A manufacturer's warranty statement in accordance with the required warranty, and
5. Submittal of manufacturer's design and production documentation for the model, including but not limited to, electrical schematics, electronic component values, proprietary part numbers, bill of materials, and production electrical and photometric test parameters.
6. Evidence of approval of the product to bear the Intertek ETL Verified product label for LED traffic signal modules.

In addition to meeting the performance requirements for the minimum period of 60 months, provide a written warranty against defects in materials and workmanship for the modules for a period of 60 months after installation of the modules. During the warranty period, the manufacturer must provide new replacement modules within 45 days of receipt of modules that have failed at no cost to the State. Repaired or refurbished modules may not be used to fulfill the manufacturer's warranty obligations. Provide manufacturer's warranty documentation to the Department during evaluation of product for inclusion on Qualified Products List (QPL).

B. Vehicle Signal Heads:

Comply with the ITE standard "Vehicle Traffic Control Signal Heads". Provide housings with provisions for attaching backplates.

Provide visors that are 10 inches in length for 12-inch vehicle signal heads.

Provide a termination block with one empty terminal for field wiring for each indication plus one empty terminal for the neutral conductor. Have all signal sections wired to the termination block. Provide barriers between the terminals that have terminal screws with a minimum Number 8 thread size and that will accommodate and secure spade lugs sized for a Number 10 terminal screw.

Mount termination blocks in the yellow signal head sections on all in-line vehicle signal heads. Mount the termination block in the red section on five-section vehicle signal heads.

Furnish vehicle signal head interconnecting brackets. Provide one-piece aluminum brackets less than 4.5 inches in height and with no threaded pipe connections. Provide hand holes on the bottom of the brackets to aid in installing wires to the signal heads. Lower brackets that carry no wires and are used only for connecting the bottom signal sections together may be flat in construction.

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate mounting assemblies from malleable iron or steel and provide serrated rings made of aluminum. Provide messenger cable hangers and balance adjusters that are galvanized before being painted. Fabricate balance adjuster eyebolt and eyebolt nut from stainless steel or galvanized malleable iron. Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, bolts, clevis pins, cotter pins, nuts, and U-bolt clamps from stainless steel.

For mast-arm mounting, provide rigid vehicle signal head mounting brackets and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the mast arms and to provide a means for vertically adjusting the vehicle signal heads to proper alignment. Fabricate the mounting assemblies from aluminum, and provide serrated rings made of aluminum. Provide stainless steel cable attachment assemblies to secure the brackets to the mast arms. Ensure all fastening hardware and fasteners are fabricated from stainless steel.

Provide LED vehicular traffic signal modules (hereafter referred to as modules) that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections. Use LEDs that are aluminum indium gallium phosphorus (AlInGaP) technology for red and yellow indications and indium gallium nitride (InGaN) for green indications. Install the ultra bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

For the modules, provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard signal head. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Tint the red, yellow and green lenses to correspond with the wavelength (chromaticity) of the LED. Transparent tinting films are unacceptable. Provide a lens that is integral to the unit with a smooth outer surface.

1. LED Circular Signal Modules:

Provide modules in the following configurations: 12-inch circular sections, and 8-inch circular sections. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Circular Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red circular	17	11
12-inch green circular	15	15

For yellow circular signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to insure power required at 77° F is 22 Watts or less for the 12-inch circular module.

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

2. LED Arrow Signal Modules:

Provide 12-inch omnidirectional arrow signal modules. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement" dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

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Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Arrow Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red arrow	12	9
12-inch green arrow	11	11

For yellow arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Arrow Supplement to insure power required at 77° F is 12 Watts or less.

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of an arrow traffic signal module. Power may also be derived from voltage, current and power factor measurements.

C. Pedestrian Signal Heads:

Provide pedestrian signal heads with international symbols that meet the MUTCD. Do not provide letter indications.

Comply with the ITE standard for "Pedestrian Traffic Control Signal Indications" and the following sections of the ITE standard for "Vehicle Traffic Control Signal Heads" in effect on the date of advertisement:

- Section 3.00 - "Physical and Mechanical Requirements"
- Section 4.01 - "Housing, Door, and Visor: General"
- Section 4.04 - "Housing, Door, and Visor: Materials and Fabrication"
- Section 7.00 - "Exterior Finish"

Provide a double-row termination block with three empty terminals and number 10 screws for field wiring. Provide barriers between the terminals that accommodate a spade lug sized for number 10 terminal screws. Mount the termination block in the hand section. Wire all signal sections to the terminal block.

Where required by the plans, provide 16-inch pedestrian signal heads with traditional three-sided, rectangular visors, 6 inches long.

Provide 2-inch diameter pedestrian push-buttons with weather-tight housings fabricated from die-cast aluminum and threading in compliance with the NEC for rigid metal conduit. Provide a weep hole in the housing bottom and ensure that the unit is vandal resistant.

Provide push-button housings that are suitable for mounting on flat or curved surfaces and that will accept 1/2-inch conduit installed in the top. Provide units that have a heavy duty push-button assembly with a sturdy, momentary, normally-open switch. Have contacts that are electrically insulated from the housing and push-button. Ensure that the push-buttons are rated for a minimum of 5 mA at 24 volts DC and 250 mA at 12 volts AC.

Provide standard R10-3 signs with mounting hardware that comply with the MUTCD in effect on the date of advertisement. Provide R10-3E signs for countdown pedestrian heads and R10-3B for non-countdown pedestrian heads.

Design the LED pedestrian traffic signal modules (hereafter referred to as modules) for installation into standard pedestrian traffic signal sections that do not contain the incandescent signal

section reflector, lens, eggcrate visor, gasket, or socket. Provide modules that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp. Use LEDs that are of the latest aluminum indium gallium phosphorus (AlInGaP) technology for the Portland Orange hand and countdown displays. Use LEDs that are of the latest indium gallium nitride (InGaN) technology for the Lunar White walking man displays. Install the ultra-bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

Design all modules to operate using a standard 3 - wire field installation. Provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard pedestrian signal housing. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Provide modules in the following configuration: 16-inch displays which have the solid hand/walking man overlay on the left and the countdown on the right. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Pedestrian Traffic Control Signal Indicators - Light Emitting Diode (LED) Signal Modules" dated August 04, 2010 (hereafter referred to as PTCSI Pedestrian Standard) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the PTCSI Pedestrian Standard:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
Hand Indication	16	13
Walking Man Indication	12	9
Countdown Indication	16	13

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

Provide module lens that is hard coated or otherwise made to comply with the material exposure and weathering effects requirements of the Society of Automotive Engineers (SAE) J576. Ensure all exposed components of the module are suitable for prolonged exposure to the environment, without appreciable degradation that would interfere with function or appearance.

Ensure the countdown display continuously monitors the traffic controller to automatically learn the pedestrian phase time and update for subsequent changes to the pedestrian phase time.

Ensure the countdown display begins normal operation upon the completion of the preemption sequence and no more than one pedestrian clearance cycle.

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D. Signal Cable:

Furnish 16-4 and 16-7 signal cable that complies with IMSA specification 20-1 except provide the following conductor insulation colors:

- For 16-4 cable: white, yellow, red, and green
- For 16-7 cable: white, yellow, red, green, yellow with black stripe tracer, red with black stripe tracer, and green with black stripe tracer. Apply continuous stripe tracer on conductor insulation with a longitudinal or spiral pattern.

Provide a ripcord to allow the cable jacket to be opened without using a cutter. IMSA specification 19-1 will not be acceptable. Provide a cable jacket labeled with the IMSA specification number and provide conductors constructed of stranded copper.

E. Modifying existing signal heads:

Modify signal heads for this project as noted on the plans. The signal head modifications will be limited to bagging or unbagging signal heads or individual signal displays for various phases on construction and either connecting or disconnecting the wiring to the signal heads or individual signal displays.

3. TRAFFIC SIGNAL SUPPORTS**3.1. METAL TRAFFIC SIGNAL SUPPORTS – ALL POLES****A. General:**

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

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

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

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

After fabrication, have steel poles, required mast arms, and all parts used in the assembly hot-dip galvanized per section 1076. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during galvanization process. Provide hot-dip galvanizing on

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structures that meets or exceeds ASTM Standard A-123. Provide galvanizing on hardware that meets or exceeds ASTM Standard A-153. Ensure that threaded material is brushed and retapped as necessary after galvanizing. Perform repair of damaged galvanizing that complies with the following:

Repair of GalvanizingArticle 1076-7

Standard Drawings for Metal Poles are available that supplement these project special provisions. These drawings are located on the Department's website:

<https://connect.ncdot.gov/resources/safety/pages/ITS-Design-Resources.aspx>

Comply with article 1098-1B of the *2012 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES*, hereinafter referred to as the *Standard Specifications* for submittal requirements. Furnish shop drawings for approval. Provide the copies of detailed shop drawings for each type of structure as summarized below. Ensure that shop drawings include material specifications for each component and identify welds by type and size on the drawing details, not in table format. **Do not release structures for fabrication until shop drawings have been approved by NCDOT.** Provide an itemized bill of materials for all structural components and associated connecting hardware on the drawings.

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

Summary of information required for metal pole review submittal:

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Item	Hardcopy Submittal	Electronic Submittal	Comments / Special Instructions
Sealed, Approved Signal Plan/Loading Diagram	1	1	All structure design information needs to reflect the latest approved signal plans
Custom Pole Shop Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media Show NCDOT inventory number(s) in or above the title block
Standard Pole Shop Drawings (from the QPL)	4 sets	1 set	Submit drawings on 11" x 17" format media Show NCDOT inventory number(s) in or above the title block
Structure Calculations	1 set	1 set	Not required for Standard QPL Poles
Standard Pole Foundation Drawings	1 set	1 set	Submit drawings on 11" x 17" format media. Submit a completed Standard Foundation Selection form for each pole using foundation table on Metal Pole Drawing M-8.
Custom Foundation Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media. If QPL Poles are used, include the corresponding QPL pole shop drawings with this submittal.
Foundation Calculations	1	1	Submit L-Pile calculations per Section 11.4 of this specification. Not required for Standard QPL Poles
Soil Boring Logs and Report	1	1	Report should include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

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

Shop drawings and foundation drawings may be submitted together or separately for approval. However, shop drawings must be approved before foundations can be reviewed. Foundation designs will be returned without review if the associated shop drawing has not been approved. Incomplete submittals will be returned without review.

B. Materials:

Fabricate metal pole and arm shaft from coil or plate steel to meet the requirements of ASTM A 595 Grade A tubes. For structural steel shapes, plates and bars use A572 Gr 50 min or ASTM A709

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Gr 50 min. Provide pole and arm shafts that are round in cross section or multisided tubular shapes and have a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single ply plate or coil so there are no circumferential weld splices. Galvanize in accordance with AASHTO M 111 or an approved equivalent.

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

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

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

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

Unless otherwise required by the design, ensure each anchor rod is 2" diameter and 60" length. Provide 10" minimum thread projection at the top of the rod, and 8" minimum at the bottom of the rod. Use anchor rod assembly and drilled pier foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

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

Provide a circular anchor bolt lock plate that will be secured to the anchor bolts at the embedded end with 2 washers and 2 nuts. Provide a base plate template that matches the bolt circle diameter of the anchor bolt lock plate. Construct plates and templates from 1/4" minimum thick steel with a minimum width of 4". Galvanizing is not required for both plates.

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

C. Construction Methods:

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

For further construction methods, see construction methods for Metal Strain Pole, or Metal Pole with Mast Arm.

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

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

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

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

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

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

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

3.2. METAL STRAIN POLE

A. Materials:

Provide either steel or aluminum poles as indicated on the plans.

Comply with the following for Aluminum Poles:

- Have poles fabricated from Aluminum Association Alloy 6061-T6, 6063-T6, or approved equivalent. The structural requirement does not pertain to castings that are decorative only.
- Have shafts tapered by spinning and cold-working a seamless extruded tube of the aluminum alloy.
- Have shafts with no circumferential welds except at the lower end joining the shaft to the base.
- Ensure aluminum poles are properly protected from damage prior to shipment.
- Have bases of the shaft fabricated in accordance with the Aluminum Association Alloy 356.0-T6, and of adequate strength, shape and size, and capable of withstanding the design load of the shaft.
- Have aluminum surfaces in contact with concrete or dissimilar metal coated with bituminous paint.

Comply with the following for Steel Poles:

- Have shafts of the tapered tubular type and fabricated of steel conforming to ASTM A-595 Grade A or an approved equivalent.
- Have galvanization in accordance with AASHTO M 111 or an approved equivalent.

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

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

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

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

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

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

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

Ensure that allowable pole deflection does not exceed that allowed per 5th Edition AASHTO. For messenger cable poles (with primarily transverse loads), ensure that maximum deflection at the top of the pole does not exceed 2.5 percent of the pole height. For mast arm poles (with primarily moment loads), ensure that maximum angular rotation of the top of the pole does not exceed 1° 40'.

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

Provide a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains a 12-terminal barrier type terminal block. Provide two terminal screws with a removable shorting bar between them for each termination. Furnish terminal compartment covers attached to the pole by a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cover to hang clear of the compartment opening when the cover is

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removed, and is strong enough to prevent vandals from being able to disconnect the cover from the pole. Ensure that the chain or cable will not interfere with service to the cables in the pole base.

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

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

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

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

B. Construction Methods:

Install metal poles, hardware, and fittings as shown on the manufacturer's installation drawings. Install metal poles so that when the pole is fully loaded it is within 2 degrees of vertical. Install poles with the manufacturer's recommended "rake." Use threaded leveling nuts to establish rake if required.

3.3. METAL POLE WITH MAST ARM

Provide signal support mast arm assemblies. Comply with the previous Section – Metal Strain Pole – except as noted herein.

Provide pole plates and associated gussets and fittings for attachment of required mast arms. As part of each mast arm attachment, provide a cable passage hole in the pole to allow passage of signal cables from the pole to the arm.

Ensure that allowable mast arm deflection does not exceed that allowed per 5th Edition AASHTO. Also when arm is fully loaded, tip of the arm shall not go below the arm attachment point with the pole for all load conditions per 5th Edition AASHTO.

Furnish all arm plates and necessary attachment hardware, including bolts and brackets.

Provide two extra bolts for each arm.

Provide grommet holes on the arms to accommodate cables for the signals.

Provide arms with weatherproof connections for attaching to the shaft of the pole.

Provide hardware that is galvanized steel, stainless steel, or corrosive-resistant aluminum.

Provide a removable end cap with stainless steel attachment screws for the end of each mast arm. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish

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cap attached to the arm with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the arm end opening when the cap is removed.

Comply with the following for Aluminum Arms:

- Conform to Aluminum Association Alloy 6061-T6, 6063-T6 or approved equivalent.
- Conform to the welding requirements of the aluminum poles.
- Have satin brush finished and furnish individually wrapped.

Comply with the following for Steel Luminaire Arms:

- In addition to tapered tube, luminaire arms may be standard weight black steel pipe conforming to ASTM A 53-90a, Type E or Type S, Grade B or an approved equivalent.
- Conform to the welding requirements of the steel poles.
- After all fabricating, cutting, punching, and welding are completed, luminaire arms should be hot-dipped galvanized inside and outside.
- In accordance with the National Electrical Code (NEC) Article 230.2(E), provide identification of the electrical source provider for the luminaire feeder circuit with contact information on a permanent label located in the pole hand hole in the vicinity of the feeder circuit raceway.

A. Materials:

Fabrication of two ply pole shafts and arms is unacceptable with the exception of fluted members.

After all fabricating, cutting, punching, and welding are completed, hot-dip galvanize the structure in accordance with the AASHTO M 111 or an approved equivalent.

B. Construction Methods:

Install horizontal-type arms with sufficient manufactured rise to keep arm from deflecting below the arm attachment height.

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

For mast arm poles, use full penetration welds with back-up ring at the pole base and at the arm base connection.

3.4. DRILLED PIER FOUNDATIONS FOR METAL TRAFFIC SIGNAL POLES

Analysis procedures and formulas shall be based on AASHTO, ACI code and per FHWA manuals. Design methods based on engineering publications or research papers needs to have prior approval from NCDOT. The Department reserves the right to accept or disapprove any method used for the analysis.

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

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

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

To prevent design of oversized drilled shafts or other foundation types, do not use mast arm lengths exceeding 50'-0" and refrain from using dual mast arms, when installing new mast arm structures east of US Route 17.

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

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

A. Description:

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

Metal Pole Standards have been developed and implemented by NCDOT for use at signalized intersections in North Carolina. If the plans call for a standard pole, then a standard foundation may be selected from the plans. However, the Contractor is not required to use a standard foundation. If the Contractor chooses to design a non-standard site-specific foundation for a standard pole or if the plans call for a non-standard site-specific pole, design the foundation to conform to the applicable provisions in the NCDOT Metal Pole Standards and Section B4 (Non-Standard Foundation Design) below. If non-standard site specific foundations are designed for standard QPL approved strain poles, the foundation designer must use the design moment specified by load case on Metal Pole Standard Drawing Sheet M8. Failure to conform to this requirement will be grounds for rejection of the design.

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

B. Soil Test and Foundation Determination:

1. General:

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

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

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

2. Soil Test:

Perform a soil test at each proposed metal pole location. Complete all required fill placement and excavation at each signal pole location to finished grade before drilling each boring. Soil tests performed that are not in compliance with this requirement may be rejected and will not be paid. Drill one boring to a depth of 26 feet within a 25 foot radius of each proposed foundation.

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

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

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

3. Standard Foundation Determination:

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

$$N_{AVG} = \frac{(N@1' + N@2.5' + \dots + N@Deepest \text{ Boring Depth})}{\text{Total Number of N-values}}$$

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

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

$$N_{STD \text{ DEV}} = \left[\frac{(\text{Total Number of N-values} \times Y) - Z^2}{(\text{Total Number of N-values}) \times (\text{Total Number of N-values} - 1)} \right]^{0.5}$$

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

$$N_{AVG} - (N_{STD \text{ DEV}} \times 0.45)$$

Or

$$\text{Average of First Four N-Values} = \frac{(N@1' + N@2.5' + N@5' + N@7.5')}{4}$$

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

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the required boring depth because of criteria listed in Section 2 above. Use N-value of zero for weight of hammer or weight of rod. If N-value is greater than 50, reduce N-value to 50 for calculations.

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

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

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

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

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

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

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

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

If assistance is needed, contact the Engineer.

4. Non-Standard Foundation Design:

Design non-standard foundations based upon site-specific soil test information collected in accordance with Section 2 (Soil Test) above. Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges*. Use the computer software LPILE version 5.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use the computer software gINT version 8.0 or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide a drilled pier foundation for each pole with a length and diameter that result in a horizontal lateral movement of less than 1 inch at the top of the pier and a horizontal rotational movement of less than 1 inch at the edge of the pier. Contact the Engineer for pole loading diagrams for standard poles to be used for non-standard foundation designs. Submit any non-standard foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction.

C. Drilled Pier Construction:

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

3.5. CUSTOM DESIGN OF TRAFFIC SIGNAL SUPPORTS

A. General:

Design traffic signal supports with foundations consisting of metal strain poles or metal poles with mast arms.

The lengths of the metal signal poles shown on the plans are estimated from available data for bid purposes. Determine the actual length of each pole from field measurements and adjusted cross-sections. Furnish the revised pole heights to the Engineer. Use all other dimensional requirements shown on the plans.

Ensure each pole includes an identification tag with information and location positions as defined on Metal Pole Standard Drawing Sheets M2, M3 and M4. All pole shaft tags must include the NCDOT Inventory number followed by the pole number shown on the traffic signal or ITS (non-signalized locations) plan.

Design all traffic signal support structures using the following 5th Edition AASHTO specifications:

- Design for a 50 year service life as recommended by Table 3-3.
- Use the wind pressure map developed from 3-second gust speeds, as provided in Article 3.8.
- Ensure signal support structures include natural wind gust loading and truck-induced gust loading in the fatigue design, as provided for in Articles 11.7.3 and 11.7.4, respectively. Designs need not consider periodic galloping forces.
- Assume the natural wind gust speed in North Carolina is 11.2 mph. For natural wind fatigue stress calculations, utilize a drag coefficient (C_d) computed for 11.2 mph wind velocity and not the basic wind speed velocity.
- Design for Category II fatigue, as provided for in Article 11.6, unless otherwise specified.
- Calculate all stresses using applicable equations from Section 5. The Maximum allowable stress ratios for all signal support designs are 0.9.
- Conform to article 10.4.2 and 11.8 for all deflection requirements.

Ensure that the design permits cables to be installed inside poles and mast arms.

Unless otherwise specified by special loading criteria, the computed surface area for ice load on signal heads is:

- 3-section, 12-inch, Surface area: 26.0 ft² (17.0 ft² without back plate)
- 4-section, 12-inch, Surface area: 32.0 ft² (21.0 ft² without back plate)
- 5-section, 12-inch, Surface area: 42.0 ft² (29.0 ft² without back plate)

The ice loading for signal heads defined above includes the additional surface area that back plates will induce. Special loading criteria may be specified in instances where back plates will not be installed on signal heads. Refer to the Loading Schedule on each Metal Pole Loading Diagram for revised signal head surface areas. The pole designer should revise ice loads accordingly in this instance. Careful examination of the plans when this is specified is important as this may impact sizing of the metal support structure and foundation design which could affect proposed bid quotes. All maximum stress ratios of 0.9 still apply.

Assume the combined minimum weight of a messenger cable bundle (including messenger cable, signal cable and detector lead-in cables) is 1.3 lbs/ft. Assume the combined minimum diameter of this cable bundle is 1.3 inches.

Ensure that designs provide a removable pole cap with stainless steel attachment screws for each pole top and mast arm end.

B. Metal Poles:

Submit design drawings for approval including pre-approved QPL pole drawings. Show all the necessary details and calculations for the metal poles including the foundation and connections. Include signal inventory number on design drawings. Include as part of the design calculations the ASTM specification numbers for the materials to be used. Provide the types and sizes of welds on the design drawings. Include a Bill of Materials on design drawings. Ensure design drawings and calculations are signed, dated, and sealed by the responsible professional engineer licensed in the state of North Carolina. Immediately bring to the attention of the Engineer any structural deficiency that becomes apparent in any assembly or member of any assembly as a result of the design requirements imposed by these specifications, the plans, or the typical drawings. Said Professional Engineer is wholly responsible for the design of all poles and arms. Review and acceptance of these designs by the Department does not relieve the said Professional Engineer of his responsibility. Do not fabricate the assemblies until receipt of the Department's approval of the design drawings.

For mast arm poles, provide designs with provisions for pole plates and associated gussets and fittings for mast arm attachment. As part of each mast arm attachment, provide a grommited 2" diameter hole on the shaft side of the connection to allow passage of the signal cables from the pole to the arm.

Where ice is present, assume wind loads as shown in Figure 3-5 of the 5th Edition AASHTO Specification for Group III loading.

For each strain pole, provide two messenger cable clamps and associated hardware to attach the messenger support cable. Ensure that the diameter of the clamps is appropriately designed to be adjustable from 1'-6" inches below the top, down to 6'-6" below the top of the pole. Do not attach more than one messenger support cable to a messenger cable clamp.

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

Design tapers for all pole shafts that begin at the base with diameters that decrease uniformly at the rate of 0.14 inch per foot of length.

Design a base plate on each pole. The minimum base plate thickness for all poles is determined by the following criteria:

Case 1 Circular or rectangular solid base plate with the upright pole welded to the top surface of base plate with full penetration butt weld, and where no stiffeners are provided. A base plate with a small center hole, which is less than 1/3 of the upright diameter, and located concentrically with the upright pole, may be considered as a solid base plate.

The magnitude of bending moment in the base plate, induced by the anchoring force of each anchor bolt is $M = (P \times D_1) / 2$, where

M = bending moment at the critical section of the base plate induced by one anchor bolt

P = anchoring force of each anchor bolt

D_1 = horizontal distance between the anchor bolt center and the outer face of the upright, or the difference between the bolt circle radius and the outside radius of the upright

Locate the critical section at the face of the anchor bolt and perpendicular to the bolt circle radius. The overlapped part of two adjacent critical sections is considered ineffective.

Case 2 Circular or rectangular base plate with the upright pole socketed into and attached to the base plate with two lines of fillet weld, and where no stiffeners are provided, or any base plate with a center hole that is larger in diameter than 1/3 of the upright diameter.

The magnitude of bending moment induced by the anchoring force of each anchor bolt is $M = P \times D_2$,

where P = anchoring force of each anchor bolt

D_2 = horizontal distance between the face of the upright and the face of the anchor bolt nut

Locate the critical section at the face of the anchor bolt top nut and perpendicular to the radius of the bolt circle. The overlapped part of two adjacent critical sections is considered ineffective.

If the base plate thickness calculated for Case 2 is less than Case 1, use the thickness calculated for Case 1.

The following additional owner requirements apply concerning pole base plates.

- Ensure that whichever case governs as defined above, the anchor bolt diameter is set to match the base plate thickness. If the minimum diameter required for the anchor bolt exceeds the thickness required for the base plate, set the base plate thickness equal to the required bolt diameter.
- For dual mast arm supports, or for single mast arm supports 50' or greater, use a minimum 8 bolt orientation with 2" diameter anchor bolts, and a 2" thick base plate.
- For all metal poles with mast arms, use a full penetration groove weld with a backing ring to connect the pole upright component to the base. Refer to Metal Pole Standard Drawing Sheet M4.

Ensure that designs have anchor bolt holes with a diameter 1/4 inch larger than the anchor bolt diameters in the base plate.

Ensure that the anchor bolts have the required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

Provide designs with a 6 x 12-inch hand hole with a reinforcing frame for each pole.

Provide designs with a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains provisions for a 12-terminal barrier type terminal block.

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

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

C. Mast Arms:

Design all arm plates and necessary attachment hardware, including bolts and brackets as required by the plans.

Design for grommets holes on the arms to accommodate the cables for the signals if specified.

Design arms with weatherproof connections for attaching to the shaft of the pole.

Always use a full penetration groove weld with a backing ring to connect the mast arm to the pole. Refer to Metal Pole Standard Drawing Sheet M5.

Capacity of tapped flange plate must be sufficient to develop the full capacity of the connecting bolts. In all cases the flange plate of both arm and shaft must be at least as thick as the arm connecting bolts are in diameter.

3.6. POLE NUMBERING SYSTEM

A. New Poles:

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

3.7. MEASUREMENT AND PAYMENT

Actual number of metal poles with single mast arms furnished, installed, and accepted.

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

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

Actual number of designs for mast arms with metal poles furnished and accepted.

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

Payment will be made under:

Metal Pole with Single Mast Arm	Each
Soil Test	Each
Drilled Pier Foundation.....	Cubic Yard
Mast Arm with Metal Pole Design	Each

4. CONTROLLERS WITH CABINETS

4.1. MATERIALS – TYPE 2070L CONTROLLERS (Cary Version)

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

Furnish Model 2070LN2 controllers. Ensure that removal of the CPU module from the controller will place the intersection into flash.

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

Provide model 2070LN2 controllers with the latest version of OS9 operating software and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070 1B, CPU Module, Single Board
- MODEL 2070-2N, Field I/O Module (FI/O)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

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

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

4.2. MATERIALS – GENERAL CABINETS

Provide a moisture resistant coating on all circuit boards.

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

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

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

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

4.3. MATERIALS – NEMA TS-2 TYPE 1 CABINETS

A. NEMA TS-2 Type 1 Cabinets General:

Comply with the *NEMA Standards Publication TS-2* (NEMA TS-2) except as otherwise stated herein.

Furnish unpainted, natural, aluminum cabinet shells that comply with Section 7 of NEMA TS-2. Ensure all non-aluminum hardware on the cabinet is stainless steel or a Department approved non-

corrosive alternate. Provide a roof with a slope from front to back at a minimum ratio of 1 inch drop per 2 feet. Ensure that each exterior cabinet plane surface is constructed of a single sheet of aluminum and is seamless.

Ensure all components are arranged for easy access during servicing. When modular in construction, provide guides and positive connection devices to insure proper pin alignment and connection.

Provide a moisture resistant coating on all circuit boards.

B. NEMA TS-2 Type 1 Cabinet Physical Requirements:

Provide a handle and three point latching mechanism designed to be disassembled using hand tools. Provide a shaft connecting the latching plate to the door handle by passing through the door within a bushing, bearing, or equivalent device. Provide a latching plate at least 3/16 inch thick and that mates securely with the lock bolt. Provide a lock bolt with a flat end (no bevel) and that has at least 1/4 inch of length in contact with the latching plate.

Ensure that the handle and lock are positioned so that the lock does not lie in the path of the rotating handle as the door is unlatched and that the handle points down in the latched position.

Provide continuous welds made from the inside wherever possible. On the exterior, provide smooth and flush joints. Ensure that no screws, bolts, or rivets protrude to outside of cabinet shell.

Provide a main door opening that encompasses the full frontal area of the cabinet shell exclusive of the area reserved for plenums and flanges. Provide a rear door in base-mounted cabinets, unless otherwise specified. Ensure that the rear door complies with all requirements for the front door, except as follows:

- * Hinge the rear door on the left side as viewed from the rear of the cabinet shell facing the door.
- * No police compartment is required on a rear door.

Ensure that the cabinet shell is sturdy and does not exhibit noticeable flexing, bending or distortion under normal conditions except that a minor amount of flexing is permitted in the main door and rear door only when the cabinet is open. In such case, the flexing must not result in permanent deformation of the door or damage to components mounted on the door. Ensure that pedestal-mounted cabinets have sufficient framing around the slipfitter attachment so that no noticeable flexing will occur at or about this point.

Provide NEMA TS-2, Type 1 cabinets with 2 shelves. Ensure top shelf has an unobstructed depth of at least 12 inches for base-mounted cabinets. Ensure top shelf has an unobstructed shelf depth of at least 13 inches for pole-mounted cabinets. Locate the top shelf at least 12 inches below the top of the door opening. Provide a lower shelf for mounting detector racks, its associated BIU, and other auxiliary equipment. Locate the lower shelf at least 10 inches below the top shelf, and provide at least 13 inches of unobstructed shelf depth. Secure card racks and associated BIU connector housings to the shelf by a removable means. Place the rack so that the front of the rack is not obscured by any object and so that backpanel terminals are not obscured even when the rack is fully utilized.

Provide a back panel hinged at the bottom for access during service.

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Provide a minimum 12 x 14 inch plastic envelope or container located in the cabinet so that it is convenient for service personnel.

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

Do not locate permanently mounted equipment in such a way that will restrict access to terminals.

C. NEMA TS-2 Type 1 Cabinet Electrical Requirements:

Provide a neutral that is not connected to the earth ground or the logic ground anywhere within the cabinet. Ensure the earth ground bus and the neutral ground bus each have ten compression type terminals each of which can accommodate wires ranging from number 14 through number 4.

Provide surge suppression in the cabinet and ensure that all devices operate over the temperature range of -40 to 185 degrees F.

Provide a loop surge suppresser for each set of loop terminals in the cabinet. Use terminal mount or stud mount devices for terminating the loop surge suppresser. Ensure that the device can withstand a minimum of 25 peak surge current occurrences at 100A in differential and common modes for a 10x700 microsecond waveform. Ensure that the maximum breakover voltage is 170V and the maximum on-state clamping voltage is 30V. Provide a maximum response time less than 5 nanoseconds and an off-state leakage current less than 10 μ A. Ensure that a nominal capacitance less than 220pf for both differential and common modes.

Provide surge suppression on each communications line entering or leaving a cabinet. Ensure that the communications surge suppresser can withstand at least 80 occurrences of an 8x20 microsecond waveform at 2000A, or a 10x700 microsecond waveform at 400A. Provide a maximum clamping voltage suited to the equipment protected. Provide a maximum response time less than 1 nanosecond with a nominal capacitance less than 1500pf and a series resistance less than 15 Ω .

Furnish a fluorescent fixture as required by NEMA TS-2 Specifications with a second lighting fixture mounted under the bottom shelf to light the terminals. Ensure that the second fixture is a fluorescent lighting fixture that complies with NEMA TS-2 Specifications or is a flexible gooseneck fixture containing a protected incandescent reflector bulb of at least 25 Watts. Furnish all bulbs. Ensure that the lamps are door switch actuated.

Provide connector type harnesses for all equipment installed in the cabinet, including detector racks. Furnish a harness with connectors to adapt the NEMA TS-2, Type 2 controller "A" connector to the NEMA TS-2, Type 1 "A" connector furnished with the cabinet assembly.

Tag all conductors that are likely to be disconnected from time to time with non-fading, permanent sleeve labels at the ends of the conductors.

In cabinets that are not base mounted, have no terminals closer than 4 inches to the bottom of the cabinet.

Fasten all wiring and harness supports to the cabinet with screws or other removable mechanical means. Do not use adhesives.

Provide harnesses in the cabinet for non-permanently mounted equipment that are long enough to allow the equipment to be relocated in an upright position to the roof of the cabinet or to be located to the ground 1 foot below cabinet level.

Do not locate terminals on the underside of shelves or at other places where they are not readily visible and accessible, or where they may be a hazard to personnel. Provide a clear plastic guard for exposed 120 volt AC terminals on the power panel and the rear of terminal facilities accessible from the rear door.

Provide compression type earth grounds with 10 position terminal buses sized for four Number 14 AWG wires. Provide screw-type terminals for signal feed, detector lead-in, NEMA I/Os, backpanels, and interconnect terminals. Provide screw terminals for all other devices not defined by NEMA TS-2 Specifications. Ensure that wiring by the manufacturer is terminated either on double terminal strips with crimped-on lugs or soldered to rear terminals.

Ensure that upon leaving any cabinet or malfunction management unit (MMU) initiated flashing operation, the controller reverts to its programmed start-up operation through the use of the START UP FLASH CALL feature. Do not require special controller software to implement the return from flash in the start up mode of operation. Wire one of the output relays of the MMU to apply a logic ground to the STOP TIME input for rings 1 and 2 when the MMU initiates flashing operation because of a sensed failure. Ensure that the MMU is interlocked within the cabinet control circuitry as to prevent normal signal operation with the MMU disconnected. Ensure that the 24Vdc supply to the load switches is disconnected when cabinet flashing operation is initialized. Provide a momentary pushbutton, or equivalent method, to apply 24Vdc to the load switches during cabinet flash for troubleshooting purposes.

Unless otherwise required, provide switches that are heavy-duty toggle switches.

Provide a technician panel mounted on the inside of the door with an EQUIPMENT POWER (ON/OFF) switch and an AUTO/FLASH switch. Ensure switches are protected against accidental activation by a flip-up switch guard that does not affect switch position when closed. Provide an EQUIPMENT POWER (ON/OFF) toggle switch that connects or disconnects protected equipment power to all devices in the cabinet and does not affect AC power to the flasher. Provide an AUTO/FLASH toggle switch which immediately places the intersection into flashing operation, disconnects the STOP TIME input generated by the MMU, and applies a logic ground to the LOCAL FLASH STATUS input of the MMU. When placed in the AUTO position, ensure that this switch causes the return of the intersection to normal operation at the programmed start up phases and intervals via the START-UP FLASH CALL feature of the controller unit. Provide a DETECTOR CHANNEL CALL three position detector test switch (on, normal, momentary on) installed for every detector channel in the detector racks. Provide four pedestrian detector test switches (on normal, momentary on) to the 4 pedestrian detector inputs of BIU no. 1. The switches may be installed on the door or on the non-door hinge side of the cabinet at the front of the cabinet.

Provide a police compartment constructed such that neither water nor dust will enter the interior of the cabinet through the police compartment, even when the police compartment door is open. Provide a rigid enclosure over the terminals of its components. Do not use flexible guards. Provide a SIGNAL POWER (ON/OFF) switch, an AUTO/FLASH switch, and an AUTO/MANUAL switch. Provide a locking jack for an optional manual push-button. Provide a SIGNAL POWER (ON/OFF) toggle switch which, when in the "OFF" position, disconnects AC power to the field terminals, applies logic ground to the LOCAL FLASH STATUS input of the MMU, and disconnects the STOP TIME input generated by the MMU. Ensure that a means to prevent recognition of red failure by the malfunction management unit is used and the switch does not affect power to equipment in the cabinet. When the SIGNAL POWER switch is switched to the "ON" position, ensure controller reverts to the programmed start-up phases and intervals via the START-UP FLASH CALL feature of the controller unit. Provide an

AUTO/FLASH toggle switch that immediately places the intersection into flashing operation, and applies logic ground to the MMU LOCAL FLASH STATUS input. When placed in the AUTO position, ensure this switch allows the return of the intersection to normal operation at the programmed start-up phases and intervals via THE START-UP FLASH CALL feature of the controller unit. Provide an AUTO/MANUAL toggle switch that selects between normal operation (in the AUTO position) and manually controlled operation (in the MANUAL position). When in the MANUAL position, ensure that a logic ground is applied to the Manual Control Enable input of the controller. Ensure that only when a logic ground signal is applied to Manual Control Enable, the optional manual push-button can be used to advance the phases by applying and removing a logic ground signal to the Interval Advance input.

Provide one flash transfer relay and flasher for each corresponding socket. Provide 2 spare terminals for each flasher circuit output. Provide 1 MMU and 1 cabinet DC power supply (shelf mounted) with all necessary harnesses wired to the appropriate cabinet/back panel termination points. Terminate unused MMU inputs. Provide BIUs with sockets and terminal facilities. BIUs 3 and 4 may be mounted in a rack separate from the back panel.

Provide a minimum of 2 sets of loop terminals and a single earth ground terminal between the 2 sets of loop wire terminals for each slot in each detector rack provided.

In cabinets with less than 16 loadbay positions, provide flash transfer relay circuits for load switches used to implement pedestrian signals that are brought out to separate terminals but not connected for flashing operation when pedestrian signals are assigned to the load switch channel. Ensure that the flash circuit inputs and outputs are available for easy connection to allow conversion of a pedestrian movement load switch for use as an overlap (vehicle phase) movement load switch. Provide a reserved flash transfer relay circuit for four vehicle movements and all necessary flash transfer relay input and output wiring and flash circuit wiring that can be made available at each pedestrian load switch position.

Comply with the applicable tables for the type of cabinet furnished:

TS-2 Type 1 Cabinet Configurations

CABINET CONFIGURATION	LOAD SWITCH SOCKETS	FLASH RELAY SOCKETS	FLASHER SOCKETS	BIU'S REQUIRED (BACK PANEL/ DETECTOR)	DETECTOR RACK TYPE/ QUANTITY	TS-2 CABINET TYPE*
NC-1	4	2	1	1/1	1/1	4**
NC-2	8	4	1	1/1	2/1	5
NC-3	12	6	1	2/1	2/1	6
NC-3A	12	6	1	2/2	2/2	6
NC-3B	12	6	1	2/2	2/1 1/1	6
NC-4	12	6	1	†3/1	2/1	6
NC-4A	12	6	1	†3/2	2/2	6
NC-4B	12	6	1	†3/2	2/1 1/1	6
NC-5	12	6	1	‡4/1	2/1	6
NC-5A	12	6	1	‡4/2	2/2	6
NC-5B	12	6	1	‡4/2	2/1 1/1	6
NC-6	16	6	1	2/2	2/2	6
NC-6A	16	6	1	2/2	2/1 1/1	6
NC-7	16	6	1	†3/2	2/2	6
NC-7A	16	6	1	†3/2	2/1 1/1	6
NC-8	16	6	1	‡4/2	2/2	6
NC-8A	16	6	1	‡4/2	2/1 1/1	6

*See NEMA TS-2-1998, Table 7-1 for actual dimensions.

**Type 5 cabinet may be substituted for four position base mount cabinet.

† BIU 3 required along with BIU 1, BIU 2, and detector BIU(s).

‡ BIU 3 and BIU 4 required along with BIU 1, BIU 2, and detector BIU(s).

16 Position Loadbay Cabinet Phase Assignments

PHASE /OL NUMBER	MALFUNCTION MANAGEMENT UNIT CHANNEL ASSIGNMENT	ASSIGNED TO LOAD SWITCH POSITION NUMBER	ASSIGNED TO FLASH RELAY NUMBER	ASSIGNED TO FLASHER CIRCUIT/	PROGRAM FLASH COLOR
1	1	1	1	1	R
2	2	2	1	2	Y
3	3	3	2	1	R
4	4	4	2	2	R
5	5	5	3	2	R
6	6	6	3	1	Y
7	7	7	4	2	R
8	8	8	4	1	R
2 PED	9	9	-	-	D
4 PED	10	10	-	-	D
6 PED	11	11	-	-	D
8 PED	12	12	-	-	D
O/L A	13	13	5	1	R
O/L B	14	14	5	2	R
O/L C	15	15	6	1	R
O/L D	16	16	6	2	R

Provide flasher circuits and flash transfer relay outputs and inputs that are brought out to terminals which provide a convenient means of changing flash color and flash circuit at each load switch position. Ensure that changing flash color of a given phase or overlap involves no more than moving three wires. Ensure that the selected phase or overlap flash color load switch output is easily movable to connect to the normally open flash transfer relay input assigned to the phase or overlap. Ensure that the common output of the flash transfer relay circuit assigned to the phase or overlap is easily movable to the selected field terminal (input) of the phase or overlap flash color. Ensure that the non-flashed load switch output is easily moved to provide power directly to the phase or overlap field terminal for that color.

In cabinets requiring a Type 1 detector rack, route to and terminate on a conveniently located terminal block on the back panel or elsewhere in the cabinet, the eight unused detector BIU Vehicle Call inputs. Tie the 8 unused detector BIU Detector Status inputs to the logic ground.

Provide detector racks and associated detector rack BIUs that are removable and replaceable from the cabinet either as a complete assembly or separately. Ensure that disconnection and reconnection of these units is through quick disconnect type connectors.

4.4. MATERIALS – NEMA TS-2 DETECTOR CARDS AND RACKS

Furnish NEMA TS-2 multi-channel detector cards and racks.

Provide cards that sequentially scan each of its channels. Provide channels with a minimum of eight sensitivity levels.

On a multi-channel detector, ensure that it is possible to turn a channel off and disable its operation from the front panel.

Ensure that detector units meet the requirements of NEMA TS-2 Specifications except as follows:

- Class 2 vehicle output is maintained for a minimum of 4 minutes, and
- Class 3 vehicle output is maintained for a minimum of 30 minutes, maximum 120 minutes.

Where required, furnish detector cards equipped with required timing features. Provide a delay that is settable in one second increments (maximum) over the range of zero to thirty seconds. Provide an extend that is settable in 1/4 second increments (maximum) over the range of 0 to 15 seconds. Provide cards that can set both delay and extend timing for the same channel. If both timings are set, ensure that the delay operates first. After the delay condition has been satisfied, ensure that the extend timer operates normally and that it is not necessary to satisfy the delay timing for an actuation arriving during the extend portion.

Ensure that two-channel detector cards operate normally with the same loop connected to both channels.

Provide lightning and surge protection that is incorporated into the design of the detector. Ensure that each channel operates properly when used with the loop detector surge protector.

In addition to NEMA TS-2 Specifications, ensure that each channel is capable of tuning to and operating on any loop system inductance within the range of 50 to 2,000 μ h. Ensure that the channel will operate properly even on a loop system that has a single-point short to earth ground.

4.5. MATERIALS – TYPE 2070E CONTROLLERS

Conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated March 12, 2009, plus Errata 1 dated January 21, 2010) except as required herein.

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

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

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

- MODEL 2070-1E, CPU Module, Single Board, with 8Mb Datakey (blue in color)
- MODEL 2070-2A or approved MODEL 2070-2E, Field I/O Module (FI/O)
 - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is "off")

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- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

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

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

4.6. MEASUREMENT AND PAYMENT

Controllers with cabinet () will be measured and paid actual number of signal controller with cabinet furnished, installed and accepted.

No measurements will be made for other components required inside the cabinet such as load switches, fiber optic modems, etc. required to provide a fully functional signal.

No measurement will be made for the power service, and will be considered incidental to providing a fully functional signal controller and cabinet.

Payment will be made under:

Controller W/ Cabinet (2070LN, TS-2 Cabinet, Base Mounted).....Each

5. CCTV FIELD EQUIPMENT

5.1. DESCRIPTION

Furnish and install CCTV field equipment described in this Section. Furnish equipment that is compatible, interoperable, and completely interchangeable with existing Pelco Spectra IV high-performance dome equipment currently in use Town of Morrisville / Town of Cary Traffic Management Center (TMC). The unit shall be fully compatible with all features of the existing matrix switcher at the TMC and the CCTV control software (VideoPro video management software), unless otherwise approved by the Engineer. All camera equipment shall be approved by the maintaining agency prior to installation.

5.2. GENERAL REQUIREMENTS

This Project will add to the existing Town of Morrisville / Town of Cary (also referred to herein as “the towns”) closed-circuit television (CCTV) video system.

Furnish, install, and integrate new CCTV camera assemblies at locations shown in the Plans. Standard Specifications

Conform to these Project Special Provisions, the Plans, the NCDOT 2012 Standard Specifications for Roads and Structures (also referred to as the “Standard Specifications”), and all Town of Morrisville / Town of Cary published standards. Also conform to the regulations and codes described in Section 1700 of the 2012 Standard Specifications for Roads and Structures.

In the event of a conflict between these Project Special Provisions and the Standard Specifications, these Project Special Provisions shall govern.

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Wake County**160****A. Material:****1. Qualified Products**

Furnish new equipment, materials, and hardware unless otherwise required. Inscribe manufacturer's name, model number, serial number, and any additional information needed for proper identification on each piece of equipment housed in a case or housing.

2. Observation Period

Warrant workmanship and Contractor-furnished equipment for a 30-day observation period under the payment and performance bond from date of acceptance.

If workmanship or equipment fails during the 30-day observation period, repair or replace with new equipment and begin a new 30-day observation period.

All project documentation shall be submitted to the Engineer prior to completion of the 30-day observation period.

The observation period for this work will be part of the work to be completed by the project completion date.

3. Warranties

Unless otherwise required herein, provide manufacturer's warranties on Contractor-furnished equipment for material and workmanship that are customarily issued by the equipment manufacturer and that are at least two years in length from successful completion of the 30-day observation period. Include unconditional coverage for all parts and labor necessary or incidental to repair of defective equipment or workmanship and malfunctions that arise during warranty period.

Upon successful completion of the 30-day observation period, transfer manufacturer's warranties with proper validation by the manufacturer to the Town of Cary or its designated maintaining agency.

4. Firmware Licensing and Upgrades

Provide the Town of Cary with a license to duplicate all programmable devices in equipment for maintenance and software upgrades. Provide binary or hexadecimal format files for each device that may be programmed by the Town of Cary. Ensure files are provided on PC compatible compact disks or other approved media.

Ensure firmware performance upgrades that occur during the contract period are available to the Town of Cary at no additional cost.

Make firmware upgrades that are developed to correct operating characteristics available to the Town of Cary at no additional cost until the warranty period expires.

Ensure all contractor-furnished equipment; including pieces and components of equipment, hardware, firmware, software, middleware, internal components, and subroutines which perform any date or time data recognition function, calculation, or sequencing will support a four digit year format for a period of at least 50 years.

5. Wire and Cable

Furnish wire and cable on reels. When requested by the Town of Cary, furnish samples of wire and cable to the Town of Cary at no additional cost.

B. Construction Methods:**1. General**

Before beginning CCTV work, verify all existing equipment is in satisfactory working order. Report all defective signal equipment to the Engineer so as not to be held responsible for defects.

Locate all underground utilities before beginning drilling, digging, or trenching operations.

Immediately cease work and notify the Engineer and affected owners if damage to existing utilities, cables, or equipment occurs. Make all required repairs and replacements at no additional cost to the Towns.

Utilize IMSA Level II Technicians to perform or supervise all cabinet placement, cabinet wiring and controller programming.

At the end of each workday, clean and clear the work site of excess excavation, waste packing material, wire, and all other debris that results from work. Haul and dispose of all waste as required by Section 802 of the Standard Specifications.

2. Regulations and Codes

Furnish material and workmanship conforming to the NEC, NESC, UL, and all local safety codes in effect on the date of advertisement. Comply with Article 4, Chapter 87 of the North Carolina General Statutes (Licensing of Electrical Contractors). Comply with all regulations and codes imposed by the owner of affected utility poles. In the event of a conflict between the NEC, NESC, UL, local safety codes in effect on the date of advertisement and these Specifications, the cited documents will govern.

Where required, conform to ITE, IEEE, AASHTO, and ASTM in effect on the date of advertisement.

Notify the Engineer, local traffic enforcement agency, local utility company, and affected railroad companies seven business days before operational shutdowns to coordinate connection or disconnection to an existing utility or system.

Install standoffs, meter bases, and service disconnects as required by the NESC, NEC, local utility companies, and local ordinances.

3. Maintenance and Repair of Material

Furnish the Engineer with the name, office telephone number, cellular (mobile) telephone number, and pager number of the supervisory employee who will be responsible for maintenance and repair of equipment during all hours. An up to date list of these names and phone numbers shall be given to the Engineer. Any changes in personnel affecting this list shall be immediately communicated to the Engineer in writing.

Maintain and repair all CCTV and communications related equipment within the project construction limits until completion of the observation period and receipt of written notification of final acceptance of the project.

Except for damages and malfunctions caused by the Contractor's work activities, the Contractor will not be held responsible for pre-existing conditions reported to the Engineer before starting CCTV work at the specific intersection. The Contractor will assume responsibility for all maintenance and emergency services necessary once CCTV work has begun at the specific locations and for all damages and malfunctions caused either directly or indirectly by the Contractor's work

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activities. Repair scratches, dents, or other damage to the cabinet that occur while the cabinet is in under the Contractor's responsibility.

4. Inspections

The Towns may access the Contractor's equipment to perform preventative maintenance inspections as necessary. The Contractor shall be present for these inspections.

5. Wire and Cable

For installation in a conduit system, lubricate cable and wires before installing in conduit. Use lubricant that will not physically or chemically harm cable jacket, wire insulation, and conduit.

Splice all electrical wire and cable at recessed-screw, barrier type terminal blocks, in junction boxes, or in conduits. Unless specifically allowed, connect no more than two conductors to the same terminal screw.

Maintain color coding of wires through splices.

Protect ends of wire and cable from water and moisture.

Install all wire and cable with necessary hardware including, but not limited to shoulder eyebolts, washers, nuts, thimbleyelets, three-bolt clamps, J-hooks, split bolt connectors, grounding clamps, and lashing material.

6. Grounding

Provide a grounding system at all new and revised electrical service points unless otherwise specified.

In addition to NEC requirements, test grounding electrode resistance at connection point to electrical service ground bus for a maximum of 20 ohms. Furnish and install additional ground rods to grounding electrode system as necessary to meet test requirements. Submit a completed Inductive Detection Loop & Grounding Test Results form. The form is located on the Department's website.

Provide a length of marker tape 6 to 12 inches below finished grade directly over grounding electrodes and conductors.

7. Electrical Requirements

All electrical equipment shall conform to the applicable standards of the National Electrical Manufacturers Association (NEMA), the Electronic Industries Association (EIA), the International Municipal Signal Association (IMSA), the Rural Electrification Administration (REA), the National Electric Code (NEC), the National Electrical Safety Code (NESC), the Telecommunications Industry Association (TIA), and Underwriters Laboratories (UL).

Furnish materials and workmanship conforming to the latest requirements of the Standards of the American Society for Testing and Materials (ASTM); American National Standards Institute (ANSI); and all local ordinances and regulations.

5.3. MATERIALS

A. General:

Furnish and install, at the locations shown on the Plans, new CCTV camera assemblies. CCTV camera assembly includes camera, lens, housing, pan and tilt unit, camera controller receiver/driver, camera cabling, and pole mounting adapter.

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Furnish new charged coupled device (CCD) color cameras. The cameras shall provide automatic gain control (AGC) for clear images in varying light levels. The cameras shall meet the following minimum requirements:

- Video signal format: NTSC composite color video output, 1 volt peak to peak
- Automatic Gain Control (AGC): 0-20 dB, peak-average adjustable
- Automatic focus: Automatic with manual override
- White balance: Automatic through the lens and manual adjustable from remote controller.
- Electronic-Shutter: dip-switch selectable electronic shutter with speed range from 1/60 of a second (off) to 1/30,000th of a second
- Overexposure protection: The camera shall have built-in circuitry or a protection device to prevent any damage to the camera when pointed at strong light sources, including the sun
- Sensitivity: 1.5 lux at 90% scene reflectance
- Signal to noise ratio: Greater than 48-dB
- Video output Connection: 1-volt peak to peak, 75 ohms terminated, BNC connector
- Power: 24 VAC or less

2. Zoom lens

Furnish each camera with a motorized zoom lens that is a high performance integrated dome system or approved equal with automatic iris control with manual override and neutral density spot filter. Furnish lenses that meet the following optical specifications:

- Focal length: 0.16" – 3.45", 22X optical zoom, 8X electronic zoom
- Preset positioning: 64 Presets

The lens shall be capable of both automatic and remote manual control iris and focus override operation. The lens shall be equipped for remote control of zoom and focus, including automatic movement to any of the preset zoom and focus positions. Mechanical or electrical means shall be provided to protect the motors from overrunning in extreme positions. The operating voltages of the lens shall be compatible with the outputs of the camera control.

C. Camera Housing:

Furnish new dome style enclosure for the CCTV assemblies that is a high performance integrated dome system or approved equal. Equip each housing with mounting assembly for attachment to the CCTV camera pole. The enclosures shall be equipped with a sunshield and be fabricated from corrosion resistant aluminum and finished in a neutral color of weather resistant enamel. The enclosure shall meet or exceed NEMA 4X ratings. The viewing area of the enclosure shall be tempered glass.

D. Pan and Tilt Unit:

Each new dome style assembly shall be equipped with a pan and tilt unit. The pan and tilt unit shall be integral to the high performance integrated dome system or approved equal. The pan

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and tilt unit shall be rated for outdoor operation, provide dynamic braking for instantaneous stopping, prevent drift, and have minimum backlash. The pan and tilt units shall meet or exceed the following specifications:

- Pan: continuous 360 Degrees
- Tilt: up/down 180 degrees minimum
- Input voltage: 24 VAC 50/60Hz
- Motors: Two phase induction type, continuous duty, instantaneous reversing
- Preset Positioning: 64 PTZ presets per camera

E. Control Receiver/Driver:

Each new camera unit shall contain control receiver/driver that are integral to the CCTV dome assembly. The control receiver/driver shall receive serial asynchronous data initiated from a camera control unit, decode the command data, perform error checking, and drive the pan/tilt unit, camera controls, and motorized lens. As a minimum, the control receiver/drivers shall provide the following functions:

- Zoom in/out
- Automatic focus with manual override
- Tilt up/down
- Automatic iris with manual override
- Pan right/left
- Minimum 64 preset positions for pan, tilt, and zoom

In addition, each control receiver/driver shall accept status information from pan/tilt unit and motorized lens for preset positioning of those components. The control receiver/driver shall relay pan, tilt, zoom, and focus positions from the field to remote camera control units. The control receiver/driver shall accept "goto" preset commands from the camera control unit, decode the command data, perform error checking, and drive the pan/tilt and motorized zoom lens to the correct preset position. The preset commands from the camera control unit will consist of unique values for the desired pan, tilt, zoom, and focus positions.

F. Coaxial Cable:

Coaxial communications cable shall comply with the following:

- Number 20 AWG, solid bare copper conductor with BNC connectors from the CCTV camera to the controller cabinet.
- Number 22 AWG, stranded bare copper conductor with BNC connectors from the CCTV camera to the junction box, and within the controller cabinet.

G. CCTV Camera Attachment to Pole:

At locations shown in the Plans where new CCTV cameras are to be installed on new CCTV poles, design, fabricate, and furnish an attachment assembly for the CCTV camera unit. Use stainless

steel banding approved by the Engineer for attachment. Submit shop drawings for review and approval by the Engineer prior to installation.

Furnish CCTV attachment to pole via the stainless steel banding that allows for the removal and replacement of the CCTV enclosure as well as providing a weatherproof, weather tight, seal that does not allow moisture to enter the enclosure.

Furnish CCTV Camera Attachment Assembly that is able to withstand wind loading at the maximum wind speed and gust factor called for in these Technical Specifications and can support a minimum camera unit dead load of 45 pounds.

H. Surge Suppression:

All equipment at the top of the pole shall be protected by grounded metal oxide varistors connecting each power conductor to ground.

Coaxial cable from each camera shall be protected by a surge protector equal to or better than the following, at each end of the cable.

- Peak Pulse Power Dissipation: 1500 W at 77F (25C) at 1 ms
- Response Time (0 volts to clamping): Less than 5 nanoseconds.

I. Pole Mounted CCTV Cabinet:

1. General

Furnish 336 stretch cabinets to house CCTV control and transmission equipment and fiber optic interconnect centers for terminating, splicing, and cross-connecting fiber optic cables. The 336 stretch CCTV cabinet shall consist of a cabinet housing, 19-inch EIA mounting cage, and power distribution assembly (PDA #3 as described in the CALTRANS TSCES).

The cabinet housing shall conform to sections 6.2.2 (Housing Construction), 6.2.3 (Door Latches and Locks), 6.2.4 (Housing Ventilation), and 6.2.5 (Hinges and Door Catches) of the CALTRANS TSCES. CCTV cabinet housings shall not be equipped with a police panel.

The cabinet cage shall conform to Section 6.3 of the CALTRANS TSCES.

Terminal blocks on the PDA #3 Assembly have internal wiring for the Model 200 switch pack sockets. Do not use terminal blocks on PDA #3 as power terminals for cabinet devices. Do not furnish cabinet with "Input Panels" described in Section 6.4.7.1 of the TSCES. Do furnish cabinet with "Service Panels" as described in Section 6.4.7.1 of the TSCES and as depicted on drawing TSCES-9 in the TSCES. Use service panel #2.

Furnish terminal blocks for power for cabinet CCTV and communications devices as needed to accommodate the number of devices in the cabinet.

Do not furnish cabinets with C1, C5, or C6 harness, input file, output file, monitor units, model 208 unit, model 430 unit, or switch packs.

Furnish all conduit, shelving, mounting adapters, and other equipment as necessary to route cabling, mount equipment, and terminate conduit in equipment cabinet.

The Engineer shall approve all CCTV cabinets.

2. Shelf Drawer

A pull out, hinged-top drawer, having sliding tracks, with lockout and quick disconnect feature, such as a Vent-Rak Retractable Writing Shelf, #D-4090-13 or equivalent, shall be provided in the splice cabinet. The pull-out drawer shall extend a minimum of 14 inches. It shall be possible to lift this hinged platform in order to gain access to the interior of the drawer. Minimum interior dimensions of the drawer shall be 1 inch high, 13 inches deep, and 16 inches wide. The drawer shall be capable of supporting a 40 pound device or component when fully extended.

3. Cabinet Light

Each CCTV cabinet shall include two (2) fluorescent lighting fixtures (one front, one back) mounted horizontally inside the top portion of the cabinet. The fixtures shall include a cool white lamp, and shall be operated by a normal power factor UL-listed ballast. A door-actuated switch shall be installed to turn on the applicable cabinet light when the front door or back door is opened. The lights shall be mounted not to interfere with the upper door stay.

4. Surge Protection for System Equipment

Each cabinet shall be provided with devices to protect the CCTV and communications equipment from electrical surges and over voltages as described below.

5. Main AC Power Input

Each CCTV cabinet shall be provided with a hybrid type power line surge protection device mounted inside the power distribution assembly. The protector shall be installed between the applied line voltage and earth ground. The surge protector shall be capable of reducing the effect of lighting transient voltages applied to the AC line. The protector shall be mounted inside the Power Distribution Assembly housing facing the rear of the cabinet. The protector shall include the following features and functions:

- Maximum AC line voltage: 140 VAC.
- Twenty pulses of peak current, each of which shall rise in 8 microseconds and fall in 20 microseconds to ½ the peak: 20000 Amperes.
- The protector shall be provided with the following terminals:
 - Main Line (AC Line first stage terminal).
 - Main Neutral (AC Neutral input terminal).
 - Equipment Line Out (AC line second state output terminal, 19 amps).
 - Equipment Neutral Out (Neutral terminal to protected equipment).
 - GND (Earth connection).
- The Main AC line in and the Equipment Line out terminals shall be separated by a 200 Microhenry (minimum) inductor rated to handle 10 AMP AC Service.
- The first stage clamp shall be between Main Line and Ground terminals.
- The second stage clamp shall be between Equipment Line Out and Equipment Neutral.
- The protector for the first and second stage clamp shall have an MOV or similar solid state device rated at 20 KA and shall be of a completely solid state design (i.e., no gas discharge tubes allowed).

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- The Main Neutral and Equipment Neutral Out shall be connected together internally and shall have an MOV similar solid state device or gas discharge tube rated at 20 KA between Main Neutral and Ground terminals.
- Peak Clamp Voltage: 350 volts at 20 KA. (Voltage measured between Equipment Line Out and Equipment Neutral Out terminals. Current applied between Main Line and Ground Terminals with Ground and Main Neutral terminals externally tied together).
- Voltage shall never exceed 350 volts.
- The Protector shall be epoxy-encapsulated in a flame retardant material.
- Continuous service current: 10 Amps at 120 VAC RMS.
- The Equipment Line Out shall provide power to cabinet CCTV and communications equipment and to the 24V power supply.

6. Ground Bus

All ground buses shall be pressure contact and sized to accommodate #4 AWG conductors.

5.4. METHOD OF CONSTRUCTION

A. General:

Mount CCTV camera units at a height sufficient to adequately see traffic in all direction or as approved by the Engineer. The minimum height shall be 30 feet above ground level and the maximum height shall be 35 feet above ground level.

Install CCTV assemblies at the locations shown on the Plans.

Mount CCTV camera on side of pole nearest intended field of view and avoids occluding the view with the pole.

Electrically bond each camera and pan/tilt/zoom mechanism and its housing to the CCTV camera attachment assembly using a number 6 AWG braided copper conductor.

Integrate CCTV camera unit with fiber optic transmission equipment, equipment cabinet, and equipment cabinet power supply.

B. Electrical and Mechanical Requirements:

Ground all equipment as called for in the NCDOT Standard Specifications, these Technical Specifications, and the Plans.

Install surge protectors on all ungrounded conductors entering the CCTV enclosure. House the protectors in a small, ventilated weatherproof cabinet attached near the CCTV attachment point in a manner approved by the Engineer. The air terminal ground wire shall not pass through this cabinet.

Install coaxial cable as required to interconnect fiber optic video transceivers with the CCTV units. Insure that all connections are tight and fully secure.

C. Pole Mounted CCTV Cabinet:

Use banding or other method approved by the Engineer to fasten CCTV cabinet to pole.

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Install all conduit, condulets, and attachments to equipment cabinets in a manner that preserves the minimum bending radius of the fiber optic cable and creates water proof connections and seals.

At each new and existing CCTV cabinet where fiber optic cable is routed, coil a minimum of 20 feet of fiber optic cable in the cabinet as shown in the Plans.

5.5. METHOD OF MEASUREMENT

Actual number of CCTV assemblies furnished, installed, integrated, and accepted. No separate measurement will be made for cabling, connectors, CCTV camera attachment assemblies, conduit, condulets, grounding equipment, CCTV camera enclosures, surge protectors, or any other equipment or labor required to install the CCTV assembly and integrate it with the fiber optic communications equipment. No separate measurement will be made for integration of CCTV unit with Central CCTV Control Software.

Actual number of CCTV cabinets furnished and installed.

No separate payment will be made for coaxial cable. Coaxial cable, furnished and installed in the quantities required, will be incidental to the "CCTV Assembly" pay item.

5.6. BASIS OF PAYMENT

The quantity of CCTV assemblies, measured as provided above, will be paid for at the contract unit price each for "CCTV Assembly".

The quantity of CCTV pole mounted cabinets, measured as provided above, will be paid for at the contract unit price each for "CCTV Cabinet".

Payment will be made under:

CCTV Camera Assembly	Each
CCTV Cabinet.....	Each

6. CCTV CAMERA POLES

6.1. DESCRIPTION

Refer to Standard Specification Section 1720 for Wood Poles. Furnish 50 Foot, Class III wood poles.

6.2. METHOD OF MEASUREMENTS

Actual number of CCTV wood poles furnished and installed. Payment for this item includes field locating the pole, development of shop drawings, wind surface area calculations, equipment dead loads, grounding system, and delivery and storage of poles.

6.3. BASIS OF PAYMENT

The quantity of CCTV Wood Poles, measured as provided above, will be paid for at the contract unit price each for "CCTV Wood Pole".

Payment will be made under:

CCTV Wood Pole..... Each

7. FIBER OPTIC VIDEO/DATA TRANSCEIVERS

7.1. DESCRIPTION

At locations called out in the Plans, furnish and install new fiber optic video transceivers as required to complete a communications link from the CCTV field cabinets to the City's Traffic Management Center. All fiber optic transmitter equipment shall be approved by the maintaining agency prior to installation.

7.2. MATERIAL

Furnish Fiber Optic Video Transmitter/Data Transceiver at the CCTV Camera Cabinet and a matching Fiber Optic Video Receiver/Data Transceiver at the Transportation Management Center.

Provide optical video equipment with the following features:

- Video frequency modulated analog video transmission with bi-directional data
- Output 1 volt pk-pk (75 ohms)
- Connector BNC (gold center pin)
- Bandwidth 5Hz – 6.8MHz min., @ -3 dB
- Diff. Gain; Diff. Phase < 0.6%; < 0.3°
- Signal / Noise >67dB @ maximum optical loss budget
- Frame Rate Broadcast quality (30fps)
- Data Connector Terminal Block with Screw Clamps or DB-9
- Data Interface RS-232, RS-422 / RS-485
- Data Format Manchester, Bi-phase
- Data Rate DC to 125 kbps
- Bit Error Rate 10⁻⁹ @ maximum optical loss budget
- Operating Mode Simplex or Full Duplex
- Optical Connector ST
- Wavelength 1310 / 1550 nm, single mode
- Optical Budget 21 dB
- Optical Data Rate 250 Mb/s
- Max Distance 30 miles

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- Operating Temp -34° to +74° C
- Humidity 0-95% (non-condensing)
- Certifications, Compliance and Compatibility:
 - RS-250C Short Haul Transmission
 - NTSC / PAL / SECAM / Full Color

Furnish Units that are compatible with the existing equipment and software installed in the Town of Cary's Traffic Management Center.

7.3. CONSTRUCTION METHODS

A. Fiber Optic Video/Data Transceivers:

Install and integrate the fiber optic video transmitter/data transceiver with the local CCTV camera control module and fiber optic interconnect center as shown in the Plans.

Furnish a new Fiber Optic Video Receiver/Data Transceiver to the City for integration into their existing equipment rack.

B. Integration:

Modifications necessary to the existing Traffic Management Center CCTV control software so that the new CCTV cameras can be viewed and controlled shall be completed by qualified personnel that understand the nuances of the existing signal system software in use by the Town of Cary.

7.4. MEASUREMENT AND PAYMENT

Fiber Optic Video Transmitter with Data—will be measured and paid as Each. This item will include all labor, work and materials including but not limited to furnishing and installing the modem, necessary power strips, surge protectors, mounting brackets and other miscellaneous hardware associated with providing a fully functional video transmitter within the CCTV cabinet.

Fiber Optic Video Receiver with Data—will be measured and paid as Each. This item will include all materials including but not limited to furnishing the hardware associated with providing a fully functional video receiver at the Town of Cary Traffic Management Center. Software integration at the Town of Cary Traffic Management Center shall be incidental to the contract price for providing the fiber optic video receivers.

Payment will be made under:

- Fiber Optic Video Transmitter with Data.....Each**
- Fiber Optic Video Receiver with Data.....Each**

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8. NEW ELECTRICAL SERVICE FOR CCTV CAMERA

8.1. DESCRIPTION

Install new electrical service equipment as shown in the plans. The first item of work on this project is the installation of all electrical service poles and meter base/disconnect combination panels to expedite the power service connections. Install all electrical service poles. Comply with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the NCDOT 2012 Standard Specifications, the Project Special Provisions and all local ordinances. All work involving electrical service shall be coordinated with the appropriate utility company and the Division 5 Traffic Engineer or his designated representative at (919) 220-4600.

It is the Contractor's responsibility to apply and pay for all fees associated with any electrical permits and inspections required by the local utilities. The Department will apply for electrical service in the Department's name and be responsible for any monthly fees associated with the electrical service. No contract time extensions will be granted for delays associated with installing new electrical service.

8.2. MATERIAL

A. Meter Base/Disconnect Combination Panel:

Furnish and install new meter base/disconnect combination panel at locations shown in the Plans. Ensure meter base/ disconnect combination panels are listed as meeting UL Standard UL-67 and marked as being suitable for use as service equipment. Fabricate enclosure from galvanized steel and electrostatically apply dry powder paint finish, light gray in color, to yield a minimum thickness of 2.4 mils. Provide ground bus and neutral bus with a minimum of four terminals with minimum wire capacity range of number 14 through number 4 AWG.

Furnish NEMA Type 3R meter base rated 200 Ampere minimum that meets the requirements of the local utility. Provide meter base with sockets' ampere rating based on sockets being wired with minimum of 167 degrees F insulated wire. Furnish 4 terminal, 600 volt, single phase, 3-wire meter base that complies with the following:

- Line, Load, and Neutral Terminals accept number 8 to 2/0 AWG Copper/Aluminum wire
- With or without horn bypass feed
- Made of galvanized steel
- Listed as meeting UL Standard US-414
- Overhead or underground service entrance specified

Furnish 1" watertight hub for threaded rigid conduit with meter base for aerial services.

For CCTV Camera installations furnish as the main disconnect a single pole 15 ampere circuit breaker with a minimum of 10,000 RMS symmetrical amperes short circuit current rating in a lockable NEMA 3R enclosure.

B. 1" Riser with Weatherhead for Aerial Electrical Service:

Provide 1 inch risers with weatherhead in accordance with Section 1722 of the 2006 Standard Specifications for Roads and Structures.

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C. CCTV Service Entrance Conductors – 2 Wire THWN #8 AWG Stranded Copper:

Furnish 2 #8 AWG stranded copper service entrance conductors with THWN rating for electrical service connection. Provide conductors with black and white insulation. Provide conductors intended for power circuits at 600 Volts or less and complies with the following:

Listed as meeting UL Standard UL-83
Meets ASTM B-3 and B-8 or B-787 standards.

D. CCTV Feeder Conductors – 3 Wire THWN #10 AWG Stranded Copper:

Furnish 3 #10 AWG stranded copper feeder conductors with THWN rating to supply power to the CCTV Equipment Cabinet. Provide conductors with black, white and green insulation. Provide conductors intended for power circuits at 600 Volts or less and complies with the following:

Listed as meeting UL Standard UL-83
Meets ASTM B-3 and B-8 or B-787 standards.

8.3. CONSTRUCTION METHODS**A. Meter Base/Disconnect Combination Panel:**

At locations where new electrical service is to be installed, furnish and install electrical service as called for in the Plans. Ground the new electrical service in accordance with the Standard Specifications and Standard Drawings.

Route the feeder conductors from the meter base/disconnect to the equipment cabinet or supplemental equipment cabinet disconnect. The supplemental equipment cabinet disconnect is required when the meter base disconnect and the equipment cabinet are not co-located within a reasonable distance from one another. If the equipment cabinet and the meter base disconnect are not within sight or an individual would need to cross obstructions (roadway, ditches, etc.) to shut power off to the cabinet then a supplemental equipment cabinet disconnect is required.

Ensure that the grounding system complies with the grounding requirements of these Project Special Provisions, the Standard Specifications and the Plans.

B. 1" Riser with Weatherhead:

Furnish and install 1 inch risers with weatherheads in accordance with Section 1722 of the Standard Specifications.

C. CCTV Service Entrance Conductors – 2 Wire THWN #8 AWG Stranded Copper:

For CCTV Camera installations requiring a 120 Volt, 2 wire, Single Phase Service, install 2 THWN #8 stranded copper service entrance conductors and terminate in the meter base.

Comply with the Standard Specifications and Standard Drawings and all applicable electrical codes. Splicing of conductors is not allowed.

D. CCTV Feeder Conductors – 3 Wire THWN #10 AWG Stranded Copper:

At locations shown in the Plans install 3 #10 AWG stranded copper feeder conductors to supply the 120 VAC to the CCTV field equipment cabinet. Ensure in the equipment cabinet and/or supplemental equipment cabinet disconnect that the neutral and ground are isolated.

8.4.MEASUREMENT AND PAYMENT

No measurement will be made for the *Meter base/disconnect combination panel* including the appropriately sized/quantity service entrance conductors between the meter socket and corresponding breakers, exposed vertical conduit runs to the cabinet, ground rods, ground wire and any remaining hardware and conduit to connect the electrical service to the cabinet and will be considered incidental to furnishing a New Electrical Service for CCTV.

No measurement will be made for the *1" Riser with Weatherhead* and will be considered incidental to furnishing a New Electrical Service for CCTV.

No measurement will be made for the *2" Conduit stub-out for underground electrical service* and will be considered incidental to furnishing a New Electrical Service for CCTV.

No measurement will be made for the *CCTV Service Entrance Conductors – 2 Wire THWN #8 AWG Stranded Copper* and will be considered incidental to furnishing a New Electrical Service for CCTV.

No measurement will be made for the *CCTV Feeder Conductors – 3 Wire THWN #10 AWG Stranded Copper* and will be considered incidental to furnishing a New Electrical Service for CCTV.

All cables shall be permanently labeled at all access points. Label identification shall be stamped or engraved on metal tags, or neatly and legibly lettered with permanent ink on nylon tags. Each cable shall have a unique identifier. Cables shall be labeled immediately upon installation. Use component name and labeling scheme approved by the Engineer.

Payment will be made under:

New Electrical Service for CCTV.....Each

9. MODIFY EXISTING ELECTRICAL SERVICE FOR CCTV CAMERA

9.1. DESCRIPTION

Modify the existing "signal power service" to provide a power feed to CCTV Camera at the intersection of SR 3060 (Morrisville Parkway) at SR 1613 (Davis Drive), which is to be located on the same corner as the existing signal controller. Comply with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the NCDOT 2012 Standard Specifications, the Project Special Provisions and all local ordinances. All work involving electrical service shall be coordinated with the appropriate utility company and the Division 5 Traffic Engineer or his designated representative at (919) 220-4600.

9.2. MATERIAL

Furnish 3 #10 AWG stranded copper feeder conductors with THWN rating to supply power to the CCTV Equipment Cabinet. Provide conductors with black, white and green insulation. Provide conductors intended for power circuits at 600 Volts or less and complies with the following:

- Listed as meeting UL Standard UL-83
- Meets ASTM B-3 and B-8 or B-787 standards.

9.3. CONSTRUCTION METHODS

At locations shown in the Plans install 3 #10 AWG stranded copper feeder conductors to supply the 120 VAC to the CCTV field equipment cabinet. Ensure in the equipment cabinet that the neutral and ground are isolated.

Bond all cabinets, conduits, and fittings in accordance with the NEC.

9.4. MEASUREMENT AND PAYMENT

Modify Existing Electrical Service for CCTV—will be measured and paid as Each. This item will include all labor, work and materials including but not limited to furnishing and installing #10 AWG Copper conductors, 1”rigid galvanized steel conduit, elbows, conduit bodies, fitting and other miscellaneous hardware associated with modifying the electrical service in the existing signal power service and providing a feeder service to the new CCTV camera cabinet assembly.

All cables shall be permanently labeled at all access points. Label identification shall be stamped or engraved on metal tags, or neatly and legibly lettered with permanent ink on nylon tags. Each cable shall have a unique identifier. Cables shall be labeled immediately upon installation. Use component name and labeling scheme approved by the Engineer.

Payment will be made under:

Modify Existing Electrical Service for CCTV.....Each

10. SUBMITTAL DATA

10.1. DESCRIPTION

The intent of this Section of the Project Special Provisions is to provide the requirements and process by which submittal data shall be reviewed.

10.2. SUBMITTALS

A. General:

Provide the submittal data which meets the requirements of this Section. All documentation, except as otherwise specifically approved by the Engineer, shall meet the following requirements:

Provide reproducible documents no larger than 22 x 34 inches in size for any documentation which exceeds the size of 11 x 17 inches.

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No documentation shall be smaller than 8.5 x 11 inches.

Reproducible documents shall not be folded or creased.

All documentation shall be considered as an item of work and shall be completed before acceptance of the Project.

B. Certification:

Provide written certification to the Towns that all Contractor-furnished material is in accordance with the contract. When requested by the Towns, provide additional certifications from independent testing laboratories and sufficient data to verify item meets applicable Specifications. Ensure additional certification states the testing laboratory is independent of the material manufacturer and neither the laboratory nor the manufacturer has a vested interest in the other.

C. Submittal Data:

Identify all proprietary parts in Contractor-furnished material. The Towns reserve the right to reject material that uses proprietary components not commercially available through electronic supply houses.

For Contractor-furnished material listed on the QPL, furnish submittals in the format defined by the QPL.

For Contractor-furnished material not on the QPL, furnish three copies of the equipment list including three (3) copies of catalog cuts. Identify proposed material on catalog cuts by a reproducible means (highlighter pen does not transfer to copies). Ensure material lists contain material description, brand name, manufacturer's address and telephone number, stock number, size, identifying trademark or symbol, and other appropriate ratings. Submit for review by the Engineer 40 days prior to installation. Do not fabricate or order material until receipt of the Engineer's approval.

The purpose of the submittal data is to show specifically and in detail how the Contractor intends to satisfy the requirements of these Project Special Provisions and the Plans. If pre-printed literature is used to satisfy some or all of these requirements, cross off and initial statements on the literature which conflict with these Project Special Provisions or Plans. Attach appropriate statements clearly indicating each requirement given in these Project Special Provisions and provide a comparison on how the submittal meets or exceeds the requirements. Clearly label each item of submittal data with the bid item number or other description of the item(s) to which it applies.

Each formal submittal shall contain sufficient information and details to permit the Engineer to fully evaluate the situation. Submittals which are, in the judgment of the Engineer, insufficient to permit proper evaluation will be rejected. Do not deviate from formal submittals marked "Approved" or "Approved as Noted" without the written consent of the Engineer.

Because of the nature of this work, detailed submittal data is required prior to approval of most of the items in order to avoid non-conformance that does not become apparent until it is too late to correct without serious consequences. In addition, because certain groups of items as set forth below are closely interrelated, it is required that the submittals on the items in each group always be made as a group with complete information being resubmitted each time, if more than one submittal is necessary. Plan the submittal data effort accordingly.

In order to expedite the submittal data process and equipment review, address all of the requirements of these Project Special Provisions and the Plans in the submittal data, leaving nothing

to assumption and clearly addressing the functional and technical interrelationships among the various items. Except for cabinets, detailed wiring diagrams are not required as part of the submittal data nor will they be reviewed unless specifically required by these Project Special Provisions or by the Engineer's request.

Submittal data for the items in each of the following groups shall be submitted as an integrated unit:

- Group A – CCTV Camera Assemblies
- Group B – Communications Equipment

The items in each of these groups will also be reviewed and approved as an integrated unit.

Submittals for items not included in the above groups may be made independently.

The submittal data for all groups shall list the Project Special Provision section and subsection requirements for each hardware item being considered for use on this project. It shall also show the corresponding data from the hardware item being submitted and how the submittal meets or exceeds the requirements. Attach appropriate documents or statements indicating how the submittal will fulfill the Project Special Provisions. This shall be all-inclusive for each pay item. Hardware submittals that do not address all the requirements in the Project Special Provisions will be rejected for insufficient information.

Plan for any given package of submittal data to be in the hands of the Engineer for forty (40) calendar days. Following review of the submittal data, the Engineer will return to the Contractor one (1) copy or an agreed upon number of the submittal marked "Approved", "Approved as Noted" or "Rejected". The Engineer will also mark each item which must be resubmitted. Proceed with any items marked "Approved". Also proceed with items marked "Approved as Noted" if resubmission is not required. Do not proceed with any items, which are marked "Rejected", or with items for which resubmission is required but shall proceed immediately to correct said items and resubmit them for review. No time extensions shall be granted as a result of the need to resubmit various items for review. Review by the Engineer of various items shall not relieve the Contractor of his obligation to furnish and install the work in accordance with these Project Special Provisions and the Plans.

Develop a submittal data transmittal form and submit the same to the Engineer for approval as to format. Assign a submittal number to each submittal package, which shall be transmitted under the cover of the approved form. The numbering system shall be logical and ascending. Specifically list on the transmittal sheet each item or element included. (An element is one part of several parts of information related to the same line or pay item.) When drawings are submitted, each shall be listed separately. Completely fill out all portions of the transmittal sheet except those reserved for use by the Engineer. The transmittal sheet will be used by the Engineer to indicate the action taken on the submittal package and a copy of the transmittal sheet showing these actions will be returned to the Contractor. Only clearly related items shall be transmitted under the same transmittal sheet.

10.3. MEASUREMENT AND PAYMENT

Submittals shall be incidental to the contract price for each item requiring submittal data.

No separate payment shall be made for submittals.

11. DOCUMENTATION

11.1. DESCRIPTION

This section specifies the documentation to be provided by the Contractor.

11.2. DOCUMENTATION

Provide as-built documentation. All documentation, except as otherwise specifically approved by the Engineer, shall meet the following requirements:

- Provide any documentation that exceeds the size of 11x17 inch paper in a reproducible format 22x34 inches in size.
- No documentation shall be smaller than 8.5x11 inches.
- Reproducibles shall not be folded or creased.

Provide documentation, at a minimum, for the following.

A. Plan of Record Documentation:

Prepare as-built drawings that depict any change of components, measurement or layout of the Plans. All construction changes shall be shown in detail in reproducible format. These as-built drawings of construction changes shall be submitted as soon as that change is complete. Each change shall be noted and dated. Failure to revise as-built documentation to reflect current work may result withholding of payments until the as-built documentation is brought current. The submitted as-built may be field-checked by the Engineer at his discretion. If the as-built documentation is found to have an unacceptable number of inaccuracies, the Engineer may withhold payment until the as-built plans are corrected.

One (1) reproducible drawing of the Plans and one electronic copy of the plans will be provided to the Contractor for his use. Provide any other base maps that may be necessary to comply with this requirement.

Any changes made to the original plans shall be made by modifying the original electronic files such that all changes are marked with callout boxes.

Within ten (10) days after the observation period begins, furnish one reproducible copy of the draft as-built plans in hard copy format for review. Provide draft hard copy as-builts on 22x34 inch bond plan sheets.

Correct any comment to the draft as-built plans upon review by the Engineer prior to the acceptance of the project. Submit final as-built plans in electronic and hard copy format. Provide electronic plans in MicroStation (latest release in use by the Town of Cary) format on CD. Submit hard copy as-builts on 22x34 inch plan sheets.

The Engineer will provide electronic copies of MicroStation design files for the original plans (including splice details) for the Contractor's use in preparing as-built drawings. Any other base maps that may be necessary for the Contractor to prepare the as-built drawings in accordance with this special provision will be the Contractor's responsibility. Use CADD conventions that are consistent with those used on the original plans. Designate any changes to drawings in a method approved by the Engineer. Correct any errors to the as-built plans upon review by the Engineer prior to the acceptance of the project. Submit final as-built plans in electronic and hard copy format.

P-5201

Signals & Intelligent Transportation Systems

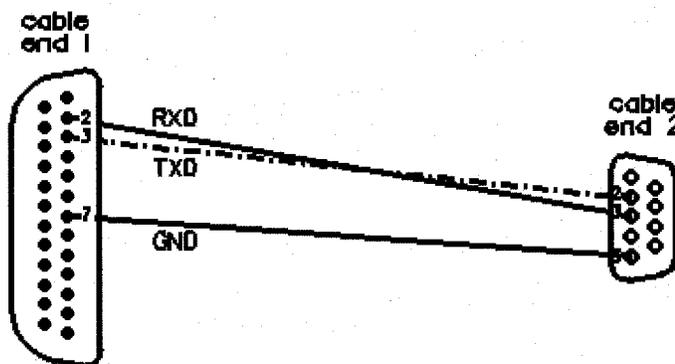
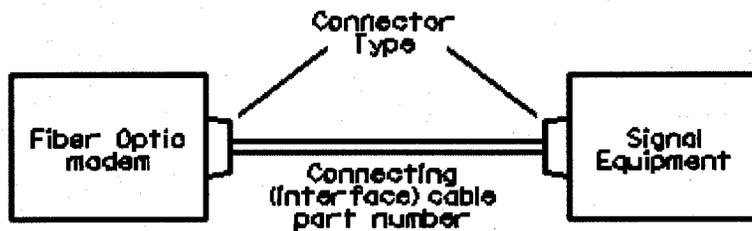
178**Wake County**

Provide electronic plans in MicroStation (latest release in use by the Town of Cary) and AutoCAD formats on compact disc (CD).

B. Wiring Diagrams:

Provide detailed wiring diagrams that include interconnection of equipment with pinout configurations, pin functions, and cable part numbers. This includes configurations at each equipment cabinet and at central locations. Provide two copies of system connection diagrams showing system interconnection cables and associated terminations. Use naming convention approved by the Engineer and conforming to Belcore standards.

Example:



connector 1 pin number			connector 2 pin number
2	————	RXD	3
3	————	TXD	2
7	————	GND	5

Provide one electronic copy of the wiring diagrams in MicroStation and AutoCAD formats.

C. Manuals and Equipment Documentation:

Furnish one (1) copy of manuals for each camera site detailing: the operation of; the maintenance and troubleshooting procedures for; and parts lists for each piece of equipment furnished. This shall include, but not be limited to:

- CCTV cameras
- Pan-tilt units
- Camera housings

- Camera control receiver

11.3. MEASUREMENT AND PAYMENT

All documentation shall be considered incidental to the construction of the system and shall be completed before acceptance of the Project.

Preparation of as-built drawings shall be considered incidental to the bid items and no separate payment shall be made.

12. TESTING & ACCEPTANCE

12.1. DESCRIPTION

Test all equipment and software furnished and installed under this Contract. Conduct this testing in the presence of the Engineer. **The Towns' reserve the right to perform any inspections deemed necessary to assure that the equipment conforms to the requirements specified herein.**

12.2. OPERATIONAL TEST

All equipment provided in this project shall be fully installed and operational prior to the start of the operational test. These test procedures shall demonstrate that all equipment is fully integrated and operational, and is properly controlling the system.

Testing of the hardware from the TMC location shall include demonstrating proper operation based on these project special provisions. These tests shall also demonstrate the proper function of the CCTV Camera including, pan/tilt/zoom functions, and remote monitoring of the video images.

Submit an Operational Test Procedure to the Engineer for review and approval before any tests are to be conducted.

Repair or replace any component module that fails the System Operational Test.

Retest repaired or replaced component(s).

The Contractor shall be required to perform a standalone test of each CCTV camera installation to demonstrate that each site is fully operational. The test will be conducted at each location utilizing Contractor-supplied software and hardware. The tests shall demonstrate the full control and display capabilities of CCTV cameras. Each camera shall also be tested from the Town of Cary's TMC.

12.3. OBSERVATION PERIOD

Upon successful completion of the Operational Test and the correction of all known deficiencies, including minor construction items and punch-list items developed by the Engineer, a 15 Day Observation Period shall commence. The purpose of this period is to determine that all components of the system function in accordance with the Plans and these Project Special Provisions over an extended length of time.

System or component failures that occur during the 15 Day Observation Period shall be responded to by the Contractor within four (4) hours, and corrected within twenty-four (24) hours.

Failures that affect any of the major system components defined below for more than seventy-two (72) hours shall suspend the timing of the 15 Day Observation Period beginning at the

time when the failure occurred. After the cause of such failures has been corrected, timing of the 15 Day Observation period shall resume. The major system components are:

- CCTV System
- Communication Network – including Modems and Fiber associated with the Limits of this Project.

The 15 Day Observation Period is considered to be a part of the work included in the total contract time and must be completed prior to acceptance of the Project. All documentation required by these Project Special Provisions shall be completed prior to the end of the 15 Day Observation Period.

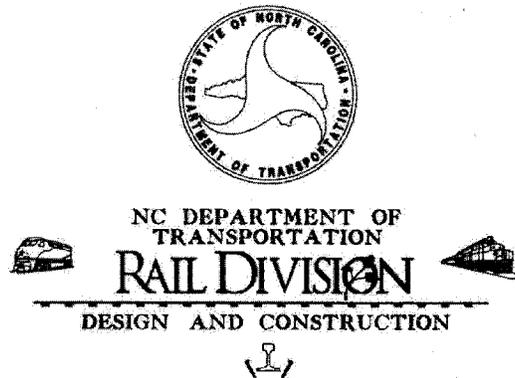
Final Acceptance will occur at the successful completion of the 15 Day Observation Period and after all documentation requirements have been fully satisfied.

12.4. MEASUREMENT AND PAYMENT

Testing will not be measured for separate payment. Include the cost of all required testing in the unit bid price for other items furnished on this project.

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NCRR/NS H LINE RAILROAD
ROADBED FROM EAST OF CRABTREE
CREEK, MP H69.0 TO EAST OF NW
CARY PARKWAY, MP H70.6

RAILROAD ROADBED GRADING AND DRAINAGE

NCDOT RAIL DIVISION
WAKE COUNTY, NC
P-5201
STA. 3548+93 TO STA. 3631+62 -M1-
NORFOLK SOUTHERN RAILWAY MILEPOST H69.0 TO H70.6



PROJECT SPECIAL PROVISIONS: RAILROAD ROADBED

AECOM

AECOM TECHNICAL SERVICES OF NORTH CAROLINA, INC.
701 CORPORATE CENTER DRIVE, SUITE 475
RALEIGH, NC 27607
License No. F-0342

Revised 12-11-13

RAILROAD SPECIAL PROVISIONS FOR RAILROAD ROADBED

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183**RAILROAD ROADBED**

The Standard Specifications for Roads and Structures, January 2012 of the North Carolina Department of Transportation, hereinafter referred to as the Standard Specifications, shall apply to the articles of the Project Special Provisions.

CLEARING AND GRUBBING - METHOD III

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

The work shall be performed in accordance with Section 200, "Clearing and Grubbing", of the Standard Specifications, except that grubbing will be performed on all cleared excavation and embankment areas and will include all stumps, roots and other embedded debris.

BURNING RESTRICTIONS

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

OWNERSHIP OF MATERIALS

All salvaged material originally furnished by the Department's Contractor shall remain the property of the Contractor, and he shall give consideration to this when making his bid. All salvaged track materials owned by the Department's Contractor shall be disposed of by the Contractor, and the construction area shall be left in a neat and orderly condition.

All salvaged track material either existing or furnished by NSR is and shall remain the property of the NSR except as noted in the track to be removed section of the special provisions.

WELDED STEEL PIPE UNDER THE TRACKS OF NS RAILWAY**Description**

This work shall consist of furnishing and installing welded steel pipe by trenchless methods as shown in the contract, plans and as directed.

Materials

Refer to Division 10.

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Item
Welded Steel Pipe

Section
1032-5

Use suppliers of metal pipe culverts, fittings and all other accessories covered by this section that meet the Department's Brand Certification program requirements for metal pipe culverts and are listed on the Materials and Tests Unit's pre-approved list for suppliers of metal pipe culvert. The pre-approved list is available on the Department's website

Pipe Installation

Replace section 330-3 of the 2012 Standard Specifications with the following:

The pipe shall be installed by dry boring and jacking under the tracks as shown in the plans. The pipe shall be carefully dry bored true to the line and grade given. The bore shall be held to a minimum to insure that there will be no settlement. All voids around the outside of the pipe shall be completely filled to the satisfaction of the Engineer.

The Contractor shall submit to the Railroad Engineer and the NCDOT Engineer a complete plan and schedule for pipe installation 2 weeks prior to the expected commencement of work. The submission shall include complete details of the sheeting, shoring and bracing for the protection of Railroad roadbed, materials and equipment pertinent to the operation. The Contractor shall not proceed with the pipe installation until he has received acceptance of the plan and schedule from the Railroad Engineer and the NCDOT Engineer.

Conduct a pre-construction meeting in the presence of the Railroad Engineer and the Engineer at least 48 hours before the beginning of the pipe installation to discuss the method of installation to assure the pipe is installed true to line and grade. The methods that will be used to insure there is no settlement of the pipe or the railroad roadbed section above the pipe.

All work shall be done with a RWIC/flagman on site and the work shall be performed during allowable work periods. Work shall stop when a train is passing. The Contractor shall have no claim against the Railroad or the Department for any delays caused by NSR's train operations.

The boring operation shall be progressed without stoppage (except for adding lengths of pipe) during daylight hours until the leading edge of the pipe has reached the receiving pit. The contractor shall plan his work to complete the boring between the influence lines of the track structure without stoppage. For the purpose of this provision, the influence line shall be defined as a 1:1 slope extending away from the track, from the bottom edge of tie. The contractor shall shore the leading end of the pipe when stopping work and shall continue the boring operation the morning of the next day. The installation shall be carried on without interruption, insofar as practicable, to prevent the pipe from becoming firmly set in the embankment.

The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe.

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The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. If the obstruction cannot be removed without excavation in advance of the pipe, the pipe shall be abandoned in place and immediately filled with grout. A new installation procedure and revised plans must be submitted to, and approved by, the Engineering Representative before work can resume.

The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than 1/2 inch. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe by more than 1 inch, the voids shall be pressure grouted.

When boring and jacking pipe 36 inches and larger in diameter and the boring is halted within a distance less than 20 feet to the centerline of track, the heading shall be shored and braced if the track is active.

Any pipe damaged during the operation shall be removed and replaced by the Contractor at his expense.

The pits or trenches excavated to facilitate the pipe installation shall be backfilled immediately after the installation has been completed.

Measurement and Payment

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

___" *Welded Steel Pipe, ___" Thick, Grade B Not in Soil* will be measured and paid as the actual number of linear feet of pipe measured along the flow line to the nearest foot which has been installed in non-soil, as observed and confirmed by the Engineer. Non-soil is defined as all material other than soil. The Contractor shall request and obtain the Engineer's observation and confirmation of the limits of the installation not in soil before and during the installation of the pipe or portion of the pipe not in soil.

Failure of the Contractor to request and obtain the Engineer's observation and confirmation of the limits of the pipe not in soil before and during the installation will result in the payment at the unit price for ___" *Welded Steel Pipe, ___" Thick, Grade B in Soil*.

Such payment will include, but is not limited to, furnishing all labor, tools, equipment, materials and incidentals, miscellaneous grading or excavation necessary to complete the work.

Installations that become damaged or are abandoned will be replaced at no cost to the Department.

Payment will be made under:

Pay Item

___" *Welded Steel Pipe, ___" Thick, Grade B in Soil*
 ___" *Welded Steel Pipe, ___" Thick, Grade B Not in Soil*

Pay Unit

Linear Foot
 Linear Foot

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WELDED STEEL PIPE OPEN CUT

Description

This work shall consist of furnishing and installing welded steel pipe in accordance with Section 300 of the NCDOT 2012 *Standard Specifications* as shown in the contract, plans and as directed.

Materials

Refer to Division 10.

Item	Section
Welded Steel Pipe	1032-5

Use suppliers of metal pipe culverts, fittings and all other accessories covered by this section that meet the Department's Brand Certification program requirements for metal pipe culverts and are listed on the Materials and Tests Unit's pre-approved list for suppliers of metal pipe culvert. The pre-approved list is available on the Department's website

Installation

Replace section 330-3 of the 2012 Standard Specifications with the following:

The pipe shall be installed in accordance with Section 300 of the NCDOT 2012 *Standard Specifications*.

Measurement and Payment

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

Such payment will include, but is not limited to, furnishing all labor, tools, equipment, materials and incidentals, miscellaneous grading or excavation necessary to complete the work. Installations that become damaged or are abandoned will be replaced at no cost to the Department.

Any required shoring to install ___" *Welded Steel Pipe, ___" Thick, Grade B (Open Cut)* will be incidental to pay item ___" *Welded Steel Pipe, ___" Thick, Grade B (Open Cut)* and must be in accordance with Project Special Provision for Protection of Railroad Interest.

Payment will be made under:

Pay Item	Pay Unit
___" <i>Welded Steel Pipe, ___" Thick, Grade B (Open Cut)</i>	Linear Foot

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ENDWALLS

The work shall be performed in accordance with Section 838, "Endwalls", of the *Standard Specifications*, except that the contractor shall not use Class B concrete or masonry to construct endwalls located on the railroad right-of-way. All endwalls located on the railroad right-of-way, cast-in-place or precast, shall be constructed of Class AA concrete.

REMOVE EXISTING HEADWALLS

Description

The contractor shall remove existing headwalls at locations shown on the plans.

Construction Methods

The contractor shall remove and dispose of existing headwalls at locations shown on the plans after the pipes they are attached to are abandoned and filled with flowable fill in accordance with the *Standard Specifications*.

Measurement and Payment

No separate measurement or payment will be made for removal of existing headwalls as such will be considered to be part of the work being paid for as *Unclassified Excavation*.

MINOR DRAINAGE STRUCTURES

The work shall be performed in accordance with Section 840, "Minor Drainage Structures", of the *Standard Specifications*, except that the contractor shall not use Class B concrete or masonry to construct minor drainage structures located on the railroad right-of-way. All minor drainage structures located on the railroad right-of-way, cast-in-place or precast, shall be constructed of Class AA concrete. Drainage structure RR-1103 shall be a precast, traffic bearing box constructed in accordance with the requirements of standard drawing 840.46.

EMBANKMENT

This work shall be performed in accordance with Section 235, "EMBANKMENTS", of the *Standard Specifications* including the following:

All earth fills shall be made in uniform layers of not more than 6 inches thick after compaction.

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Rock may be placed in compacted layers of not more than 24 inches thick. Each fully compacted layer shall extend the full width of the cross section. Each layer shall be free from mud, snow, ice, or excessive (standing) water before a subsequent layer is placed.

Sandy or rocky material shall be spread in full width layers to form drainage planes from the center through the edge of the embankment. Pockets of open materials surrounded by more impervious material shall be avoided.

The fills shall be formed with suitable materials from on-site cuts and/or necessary suitable material from borrow pits. Organic material such as brush, stumps, roots and trees or other perishable items shall not be placed in embankments. Coal or organic shale shall not be included in the embankment. In fill sections, after stripping the topsoil and organic material, the entire area which the embankment is to be placed shall be plowed and scarified for a minimum depth of 6 inches.

The initial lift and all future fill layers shall be compacted to 95 percent of maximum density per Standard Proctor in accordance with ASTM D698-T and AASHTO T 99, or 90 percent of maximum density per Modified Proctor in accordance with ASTM D-1557/AASHTO T180, except that a minimum of the top **2 feet of fill shall be compacted to 100 percent Standard Proctor.**

The top 12 inches of the subgrade in all cut sections that will be cut to subgrade elevation shall be plowed, scarified and compacted to 100 percent Standard Proctor. The Engineer shall determine the AASHTO test method to be used after review of the soil analysis.

The Contractor shall notify the Engineer of when fill layers are ready for compaction testing. Successive layers shall not be placed prior to an acceptable density being obtained on each layer. The moisture content of the soil shall be controlled as necessary to obtain the specified densities based upon the optimum moisture content for each material. Water shall be added to the soil when, in the opinion of the Engineer, additional moisture may be necessary to obtain the specified density. Soil that is too wet shall be allowed to dry or be worked by plowing, discing, harrowing, or other means to dry the material to a workable moisture content.

In the event a specified density is not obtained, the Engineer may order additional rolling, watering, or drying of the soil as necessary to obtain the specified density. Fill layers not meeting a specified density after additional working shall be removed and new material shall be placed and compacted to the specified density at no cost to the Department.

The Contractor may be restricted from using partial or completed roadbed as construction haul roads. Any embankment or roadbed that is damaged by hauling activities shall be repaired by the Contractor at no cost to the Department.

EMBANKMENT CONSTRUCTION USING DEGRADABLE ROCK:

Degradable rock is defined as hard rock material which exhibits high slaking characteristics when exposed to air and water. This type material was encountered on this project and is comprised of Triassic mudstone and siltstone. Place all excavated degradable rock and all mixtures of degradable rock and soil accordance with these provisions.

Place embankments constructed of degradable rock in 12 inch (300 mm) maximum lifts. Place each lift by blading and dozing in a manner to minimize voids, pockets and bridging. Use a dozer to spread the material that is equivalent to or larger in size than a Caterpillar D-8. Provide each lift with a minimum of three (3) coverages with a static pad foot roller (minimum weight of 45,000 lbs (20,400 kg)) and two (2) coverages with a vibratory pad foot roller (minimum centrifugal force per drum of 50,000 lbs (22,700 kg)).

If the material is dry, add water to facilitate breakage of the rocks and compaction. Uniformly mix the added water for the entire depth of the lift by blading, disking, or other approved methods. Make sure that the amount of water added is sufficient to achieve optimum moisture of the particle size material.

The Engineer may modify the sequence or the number of coverages with either roller as deemed necessary to insure satisfactory breakage and compaction of the material. Density measurements are not required.

Do not place degradable rock or degradable rock and soil mixture in the top 24 inches (600 mm) of embankment.

Wasting of degradable rock will be permitted provided the provisions and conditions of Article 225-3 of the Standard Specifications are met.

No additional compensation will be provided for the procedures outlined in this provision. This work is included in the unit price bid for unclassified excavation.

SUB-BALLAST**Description**

The Contractor will furnish and place sub-ballast as shown in the plans. The sub-ballast shall be placed after the subgrade has been graded, compacted and accepted.

Materials

The sub-ballast shall be composed of crusher-run granite, meeting the following requirements and the gradation shown in Table 1:

- Sub ballast shall be produced from sound rock meeting the gradations shown in the table

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1 (AASHTO T 27 and T 11, AASHTO T 88 as modified for Base Course and Stabilizer).

- The material shall be free from organics and deleterious material (AASHTO T 112).
- The material shall not have a Liquid Limit (LL) in excess of 25 (AASHTO T 89) or a Plasticity Index (PI) in excess of 6 (AASHTO T 90).
- The material shall have a percentage of wear (LA Abrasion, AASHTO T 96) no greater than 50 percent.
- The material shall meet NCDOT's soundness requirements (AASHTO T 104).

Sieve Size	Percent Passing Standard Sieve Size by Weight					
	2"	1"	3/8"	#10	#40	#200
Sub-ballast	100	90-100	50-84	26-50	12-30	5-12

Table 1

Sub-ballast

Construction Methods

After the subgrade has been finished to proper grade and cross-section, the sub-ballast shall be placed on the subgrade with a mechanical spreader capable of placing the material in a uniform loose depth and without segregation, except for areas inaccessible to a mechanical spreader. The aggregate material may be placed by other methods approved by the Engineer. The sub-ballast section shall be constructed in two layers of equal thickness. Each layer of sub-ballast shall be fully compacted in lifts not to exceed 6" in thickness after compaction. Each layer of sub-ballast shall be compacted to a density of 100% of the Standard Proctor determined by AASHTO T 180 and maintained to the required cross-section during compaction. Moisture content shall be maintained within 2% +/- of optimum moisture to obtain the desired density. Water shall be added to the material if necessary to obtain the desired density. If the material is too wet to obtain the desired density, the material shall be worked by discing, harrowing or other means to dry the material to a workable moisture content.

Measurement and Payment

The quantity for *Sub-Ballast* to be paid for will be the actual number of tons of sub-ballast which has been used to construct the track roadbed sections, measured as provided for in Article 520-11 of the Standard Specifications. Such price and payment will be full compensation for all furnishing, weighing, hauling, and placing of sub-ballast and for any other work necessary for the construction of the track roadbed section.

Pay Item
Sub-ballast

Pay Unit
Ton

MAINTENANCE OF TRACK ROADBED

(Special)

The Contractor shall be responsible for the maintenance of the track roadbed during the construction period. Ditches and temporary pipes shall be provided and maintained as may be necessary to satisfactorily drain the sub-grade. Where previously approved sub-grade is

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damaged by natural causes, by hauling equipment or other traffic the Contractor shall restore the sub-grade to the required lines, grades and typical sections and to the required density at no additional cost to the Department. There will be no direct payment for maintenance of the track roadbed. All cost associated with maintaining the track roadbed will be incidental to other items of work.

EXCAVATION:

This work shall be performed in accordance with Section 225, "ROADWAY EXCAVATION" of the Standard Specifications. The applicable typical roadbed template will be maintained throughout the railway portion of the project.

Material excavated within the proximities of existing track(s), as defined in the table below, shall be used in embankment within the railroad right of way. Any of this material that is not used in construction of the project shall be disposed of within the railroad right of way within the project limits, and the contractor shall submit, to the Engineer for approval, a plan showing locations and methods of placement for this disposal. The limits where this requirement applies are:

P-5201 Excavation Limits:

Begin Station	End Station	Left Limit	Right Limit
3548+93	3631+62	20' Left of Centerline Existing Main Track	20' Right of Centerline Existing Main Track

BLIND DRAIN

Description

Construct and install blind drains and outlets in accordance with the detail drawing in the plans and requirements of the contract.

Materials

Refer to Division 10 of the 2012 NCDOT Standard Specifications

Item	Section
Shoulder Drain Aggregate, No. 57 Stone	1005
Geotextile for Subsurface Drains, Type 2	1056

Construction Methods

Excavate the blind drain trench to the width shown on the plans, and to the depth, line and grade

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established by the Engineer, and at locations to be determined by the Engineer. The depth of the trench shall be as directed by the Engineer to achieve adequate drainage. All excavation, placement of aggregate, geotextile fabric and protective backfill for any length of blind drain and blind drain outlet shall be completed on the same working day.

Install blind drain outlets at a minimum frequency of one per 500' or as otherwise directed by the Engineer. Additional outlets shall be constructed where locations of increased seepage have been identified or are suspected by the Engineer. Blind drain outlets shall be excavated prior to excavation of connected blind drain.

Place geotextile in the blind drain and outlet trenches in accordance with the detail in the plans. Install geotextile such that all splice joints are provided with a minimum overlap of 2 feet. Overlap the geotextile closure at the top of the trench by 18". Where outlet trenches intersect the blind drain trench, install additional sections of geotextile and anchor as necessary to ensure that all sides of the intersection are covered with a minimum of 2 feet of overlap on each side.

Anchor field splices of geotextile with anchor pins to ensure that required overlap is maintained.

Perform the aggregate placement and backfilling operations in such a way to prevent damage to the geotextile and/or function of the drain. Replace damaged sections of geotextile at no cost to the Department.

Compact the aggregate to a degree acceptable to the Engineer by the use of a plate compactor before making the geotextile closure at the top of the trench. Carefully place 3" of No. 57 stone backfill material above the drain (and on any exposed geotextile surface) after the geotextile is closed at the top. Compact the remainder of the backfill material to a degree acceptable to the Engineer by the use of a plate compactor.

Measurement and Payment

Blind Drain Excavation will be measured and paid in cubic yards. Excavation will be measured based on the trench widths shown in the plans or approved by the Engineer and the actual trench depths as determined by the Engineer. The contract unit price for *Blind Drain Excavation* will be full compensation for excavating trenches and backfilling above No. 57 Stone aggregate in the blind drain and outlet trenches.

No. 57 Stone will be measured and paid in cubic yards. The aggregate will be measured in place based on the aggregate width shown in the plans or approved by the Engineer and the actual aggregate depth as determined by the Engineer. The contract unit prices for *No. 57 Stone* will be full compensation for furnishing, hauling, handling, placing, compacting and maintaining the aggregate in the blind drain and outlet trenches.

Geotextile for Subsurface Drains will be measured and paid in square yards. Filtration geotextiles in a trench will be measured in place based on the No. 57 Stone width shown in the

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plans or approved by the Engineer and the actual aggregate depth as determined by the Engineer. No additional payment will be made for overlapping geotextiles. The contract unit price for *Geotextile for Subsurface Drains* will be full compensation for supplying, transporting and installing filtration geotextiles and mechanical ties for the blind drain and outlet trenches.

Payment will be made under:

Pay Item	Pay Unit
Blind Drain Excavation	Cubic Yard
No. 57 Stone	Cubic Yard
Geotextile for Subsurface Drains	Square Yard

SURGE STONE

Description

Surge stone shall be placed, rolled and compacted in lieu of undercut in areas determined by the Engineer.

Materials

- A. The aggregate shall be a quarried stone of sound quality either shot and/or crushed.
- B. The aggregate shall meet the following gradation:

SIEVE SIZE	% Passing by Weight
6 in (150mm)	100
2 in (50mm)	25 – 75
No. 10 (2mm)	15 – 35

- C. Ensure the Surge Stone does not contain soil or decomposed rock.
- D. Surge Stone will be accepted after a visual inspection of the material to ensure proper gradation has been achieved.

Construction Methods

Surge stone shall be placed, rolled and compacted in lieu of undercut in areas determined by the Engineer. After stripping the topsoil and organic material from the fill section, surge stone shall be placed, rolled, and compacted until adequate stability for embankment construction has been achieved. If the first lift does not provide adequate stability, surge stone shall continue to be added until stability is achieved. In sections where surge stone is used, it shall be placed full-width in the embankment section to provide similar material throughout the cross-section and not create areas where water could become trapped in the embankment.

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Surge Stone will be accepted after a visual inspection of the material to ensure proper gradation has been achieved. The material shall be placed by dumping the stone into position over the area to be filled. The material must be spread, rolled, and compacted as directed by the Engineer.

Measurement and Payment

Surge Stone will be measured and paid in tons of stone incorporated into the project. Measure stone by weighing in trucks on certified platform scales or other certified weighing devices. The contract unit price for *Surge Stone* will be full compensation for furnishing, hauling, handling, placing, compacting and maintaining the aggregate.

Payment will be made under:

Pay Item	Pay Unit
Surge Stone	Ton

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NORFOLK SOUTHERN RAILWAY AND
NORTH CAROLINA RAILROAD

**BRIDGE over SR 3060
(MORRISVILLE
PARKWAY)**

NCDOT RAIL DIVISION
WAKE COUNTY, NC
P-5201
STA. P.O.T. 3583+33.86 -M1-
NORFOLK SOUTHERN RAILWAY MILEPOST 69+3168

September 17, 2013

PROJECT SPECIAL PROVISIONS: STRUCTURES



AECOM

AECOM TECHNICAL SERVICES OF NORTH CAROLINA, INC.
701 CORPORATE CENTER DRIVE, SUITE 475
RALEIGH, NC 27607
License No. F-0342

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For Soil Nail Retaining Walls, see Geotechnical Special Provisions.

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The "Standard Specifications for Roads and Structures, January 2012" of the North Carolina Department of Transportation, hereinafter referred to as the Standard Specifications, shall apply to the articles of the Project Special Provisions.

TEMPORARY RAILROAD SHORING

(SPECIAL)

GENERAL

Provide temporary railroad shoring for the Detour Track indicated in the plans in accordance with the Standard Specifications and this Special Provision.

ALTERNATE DESIGN AND PLANS

The submittal of an alternate design and plans for excavation and shoring is permitted in lieu of the excavation and shoring detailed on the plans. The alternate design shall be in accordance with the current railway design criteria. Have the alternate design computations and plans sealed by a North Carolina Registered Professional Engineer and submit them for review, comments and acceptance. After the appropriate State agency accepts them, they are submitted by the State agency to the Railroad for review, comments and acceptance. Allow a minimum of 30 days for the Railroad's review. Do not begin excavation at the excavation site or sites in question until the Engineer confirms that both the State and Railroad accept the alternate design and plans. No extension of intermediate completion dates and/or final completion dates will be allowed due to delays in review of alternate excavation and shoring design and plans.

BASIS OF PAYMENT

Payment for the temporary railroad shoring will be made at the lump sum price bid for "Temporary Railroad Shoring" along the Detour Track. Such lump sum price will be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work. The entire cost of the temporary handrails shall also be included. All shoring materials must be "like new".

PORTLAND CEMENT

(SPECIAL)

Portland cement shall meet the requirements of the Standard Specifications for the type specified for the work. In addition to the other requirements, in order to prevent alkali reaction in concrete, all cement used on the railroad structure shall have a low alkali content. The total percentage of the sodium oxide (Na_2O) present, plus 0.658 times the total percentage of potassium oxide (K_2O) present, shall not exceed 0.60 percent. The Contractor shall furnish the Engineer with two (2) copies of certified mill test reports from the manufacturer of all cement, stating that the above requirements have been met. No substitution of fly ash, blast furnace slag or other material will be permitted in meeting these minimum cement requirements.

FINE AND COURSE AGGREGATE

(SPECIAL)

The fine and coarse aggregates used in all concrete on the railway structure shall be non-reactive in accordance with the "Method of Test for Potential Reactivity of Aggregates (Chemical

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Method)," ASTM Designation C289-81. The Contractor shall furnish the Engineer with two (2) copies of the above test reports certifying that the fine and coarse aggregates are non-reactive and will not cause an alkali reaction.

WATERSTOPS

(SPECIAL)

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

ELASTOMERIC FLASHING

(SPECIAL)

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

Tensile Strength	ASTM D-412-80	13.8MPa (2000psi) min.
Elongation	ASTM D-412-80	300% minimum
Hardness	ASTM D-2240-81	60 ± 10
Water Absorption	ASTM D-471-79	10% maximum

The adhesive for use with the flashing shall be as recommended by the manufacturer of the synthetic rubber furnished and shall be applied according to manufacturer's instructions. The entire cost of the elastomeric flashing, complete in place, shall be included in the unit contract price bid for "Reinforced Concrete Deck Slab."

RUBBER JOINT COMPOUNDS

(SPECIAL)

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

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WATERPROOFING

(SPECIAL)

Waterproofing for protection of concrete surfaces on substructure to be backfilled against shall consist of a two (2) part system having a membrane layer and a protection course layer meeting the requirements of the American Railway Engineering and Maintenance of Way Association's (AREMA) Manual of Railway Engineering Chapter 29, Waterproofing. The Waterproofing shall be installed per manufacture's instructions. The entire cost of the two (2) part system shall be included in the unit contract price bid per square yard for "Two Part Membrane Waterproofing System".

Waterproofing for protection of the concrete deck shall consist of a two (2) part system having a membrane layer and an asphalt plank, or other Railroad approved, protection course meeting the requirements of the AREMA Manual Chapter 29, Waterproofing.

The Waterproofing shall be installed per manufacturer's instructions. The entire cost of the membrane waterproofing shall be included in the unit contract price bid per square yard for "Membrane Layer Waterproofing System for Deck".

The entire cost of the Asphalt Plank protective course for concrete deck shall be included in the unit contract price bid per square yard for "One Inch Asphalt Planking Protective Course for Deck".

The Contractor has the option to use a polyurethane based membrane waterproofing system on the deck in lieu of the Asphalt Plank when approved by the Engineer.

STRUCTURE DRAINAGE SYSTEM

(SPECIAL)

A. Materials: Ductile iron pipe collector system shall be as detailed and specified on the plans. French drain material behind abutments shall be No. 467M crushed stone or gravel conforming to Standard Specifications Table 1005-1, Aggregate Gradation.

B. Installation: Deck drains shall be located as shown on the plans. The ductile iron pipe collector system shall be installed as detailed and specified on the plans. Perforated pipe drains behind the abutments shall be laid with perforations turned down and bedded on a layer of compacted impervious clay. The perforations shall be kept open and free from the clay bedding course, asphalt coating, or other materials. The French drain material shall be placed concurrently with the backfill and shall be kept separate with a thin timber slide or burlap bag. Perforated pipe behind abutments and outfall pipes shall be laid on a grade of at least one percent (1%) and shall be as shown on the plans. Grades of pipe drains shall be set by the Engineer. Copies of shop drawing details of the drainage system shall be submitted by the Contractor to the Department of Transportation for approval. The drainage system must be approved before fabrication.

C. Basis of Payment: Payment for the "Structure Drainage System" will be made at the contract lump sum price bid, which price and payment shall be full compensation for furnishing all materials and labor to install the drainage system complete, including corrugated metal and ductile iron pipe, deck drains, fittings, excavation, French drain material, pipe sleeves inserts, other backfill and outfall pipes.

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CONDUIT IN PARAPETS

(SPECIAL)

Conduit in the parapets shall be 4" diameter PVC conduit conforming to applicable Underwriters Laboratory specifications and shall be located as shown on the Plans. Provisions shall be made for expansion between the deck slab and abutment backwalls and between deck slabs at expansion joints. Couplings shall be provided behind backwalls for connection to the 4" diameter rigid pipe. If non-PVC fittings, couplings, or other incidental items are required, they must be fully compatible with PVC conduit. Details and material data shall be submitted by the Contractor to the Engineer for approval by the Railroad Company of all materials required for this work. The entire cost of furnishing and installing all conduit, expansion fittings, couplings and incidental items required for this work shall be included in the bid price for "Conduit in Parapet", Lump Sum.

REINFORCED CONCRETE DECK SLAB

(SPECIAL)

General

This provision shall govern materials, forming and all other related work in the construction of a reinforced concrete deck slab in accordance with applicable parts of the Standard Specifications, the details shown on the plans, and as outlined in these special provisions. For structural steel spans, plans for the concrete deck slab are detailed for a cast-in-place slab using removable forms.

Materials

Unless otherwise noted on the plans, all cast-in-place concrete shall be Class AA conforming to the requirements of Section 1000 of the Standard Specifications as modified by the general notes in the plans.

Construction Methods

Design and construction requirements of the standard details and Sections 420 and 1070 of the Standard Specifications shall govern.

No profile grade line adjustment will be allowed unless permitted by the Engineer.

Curing methods for the concrete will conform to Section 420 of the Standard Specifications.

Measurement

Reinforced concrete deck slab constructed under this item will be measured by the square feet of horizontal surface area using the nominal dimensions and configuration shown in the "Layout for Computing Area of Reinforced Concrete Deck Slab" detail as shown on Superstructure Bill of Material plan sheet. When required by the plans expansion joint material, waterstops, etc. will be considered a part of this item.

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No measurement will be made for concrete or reinforcing steel due to a variation in camber of the girders from the plan camber or for additional quantities required by optional methods of forming.

Payment

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

The unit price bid per square foot will be full compensation for all work covered by this special provision and applicable parts of the Standard Specifications, but not limited to, furnishing and placing concrete, reinforcing steel, joint filler and sealer, curing, waterstops, expansion anchors and any other material; erecting and removing all falsework and forms; protecting concrete in wind, rain, low humidity, high temperatures or other unfavorable weather; and constructing joints and finishing and curing concrete.

Payment will be made under:

Reinforced Concrete Deck Slab.....Square Feet

BACKFILLING AROUND STRUCTURES

(SPECIAL)

Backfill material behind abutments (except No. 467M crushed stone or gravel for French drains over perforated drain pipes) shall be Type A Aggregate Base Course (ABC) in accordance with the Standard Specifications. Placing and compacting shall be as provided for in Section 410-9 of the Standard Specifications. Backfill around structures, except as specified above, shall be suitable material available from the excavations. In the event material excavated is not approved for use as backfill by the Engineer, the Contractor will be required to furnish and haul to the structure site necessary suitable backfill material. Placing and compacting shall be as provided in Section 410-9 of the Standard Specifications. Disposal of surplus excavated material shall be as specified in Section 410-1 of the Standard Specifications.

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

SELF-LUBRICATING EXPANSION BEARING ASSEMBLIES

(SPECIAL)

Description:

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

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Requirements:

The self-lubricating copper alloy bearing plates shall be an approved article of standard production by an established manufacturer of such equipment installed in accordance with the manufacturer of such equipment installed in accordance with the manufacturer's recommendations and shall conform to the following requirements:

- (A) The copper alloy shall conform to AASHTO M107 Alloy 911 or AASHTO M108 Alloy 510.
- (B) The lubricant shall be of the solid type and shall consist of graphite, metallic substances having lubricating properties and a lubricating binder. Materials which do not have lubricating qualities or which promote chemical or electrolytic reactions, will not be acceptable. The lubricant shall be integrally molded and compressed into the lubrication recesses to form a dense, non-plastic lubricant.
- (C) The recesses shall be arranged in a geometric pattern such that successive rows shall overlap in the direction of motion and the distance between extremities of recesses shall be closer in the direction of motion than that perpendicular to motion. The entire bearing area of all surfaces which have provisions for motion shall be lubricated by means of these lubricant filled recesses. The total area of these recesses shall comprise not less than 25 % nor more than 35 % of the total bearing area of the plate.
- (D) The bearing plates shall be furnished to the sizes specified on the drawings. Bearing surfaces shall be machine finished and the surface roughness shall not exceed 125 micro inches (3.18 microns) when measured in accordance with ASA Standard B46.1-1955. Also, the bearing surfaces of the opposing steel plates shall also be finished as above. Align the tool marks shall be in the direction of motion. Finish the bearing surfaces so that all machine surfaces shall be flat within 0.0005 inch per inch of length and width.
- (E) For mating curved surfaces of steel and copper alloy, the maximum positive tolerance for the concave surface is 0.010 inch and the maximum negative tolerance for the convex surface is 0.010 inch.
- (F) The coefficient of friction between the copper alloy self-lubricating plates and the steel plates in contact with them shall not exceed 0.10 when subjected to the designed unit loading and also at twice the designed unit loading.

Payment for the bearing assemblies shall be at the contract lump sum price bid for "Self-lubricating Expansion Bearing Assemblies". This price shall be full compensation for all materials, tools, equipment, labor and incidentals necessary to furnish and install the self-lubricating bearing assemblies.

Payment for the Fixed Bearing Assemblies as shown on plans shall be included in the Lump Sum price bid for structural steel.

METAL HANDRAIL

(SPECIAL)

The Metal Handrail shall be constructed as shown on the plans. The quantity of Handrail to be paid for will be the actual number of linear feet of handrail, measured along the top bar of the

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rail, on the abutment wing walls and on the bridge superstructure, which has been completed and accepted. The quantities of Handrail, measured as provided herein, will be paid for at the contract unit price per linear feet for "Metal Handrail".

The above prices and payments will be full compensation for all work covered by this provision including but not limited to furnishing posts, rail bars, base plates, anchor cords, hardware and all other materials; fabrication and erection of the handrail; and incidentals necessary to complete the work as shown on the plans.

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

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structural and safety review of the proposed design of the temporary work.

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

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

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

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

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

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screenshot Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab. For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

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

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

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bottom flange transition.

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

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

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

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than $\frac{1}{4}$ ".

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.

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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

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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.

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B. Foundations

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

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

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

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

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

5.0 REMOVAL

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

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

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

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SUBMITTAL OF WORKING DRAWINGS

(2-10-12)

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.

ADDRESSES AND CONTACTS

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

Via US mail:

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

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

Submittals may also be made via email.

Send submittals to:

plambert@ncdot.gov (Paul Lambert)

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

jgaither@ncdot.gov (James Gaither)

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.

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jlbo1den@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: Via other delivery service:

Mr. K. J. Kim, Ph. D., P. E.

Eastern Regional Geotechnical
ManagerNorth Carolina Department
Of TransportationGeotechnical Engineering Unit
Eastern Regional Office1570 Mail Service Center
Raleigh, NC 27699-1570

Mr. K. J. Kim, Ph. D., P. E.

Eastern Regional Geotechnical
ManagerNorth Carolina Department
of TransportationGeotechnical Engineering Unit
Eastern Regional Office3301 Jones Sausage Road, Suite 100
Garner, NC 27529

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

Via US mail:

Mr. John Pilipchuk, L. G., P. E.

Western Regional Geotechnical
ManagerNorth Carolina Department
Of TransportationGeotechnical Engineering Unit
Western Regional Office5253 Z Max Boulevard
Harrisburg, NC 28075

Via other delivery service:

Mr. John Pilipchuk, L. G., P. E.

Western Region Geotechnical
ManagerNorth Carolina Department
of TransportationGeotechnical Engineering Unit
Western Regional Office5253 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

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Western Regional Geotechnical Contact (Divisions 8-14):

John Pilipchuk (704) 455 —8902

(704) 455 — 8912 facsimile

jpilipchuk@ncdot.gov

3.0 SUBMITTAL COPIES

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

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

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

STRUCTURE SUBMITTALS

Submittal	Copies Required by Structure Design Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring 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 4 10-4
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"

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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

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Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	"Modular Expansion Joint Seals"
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & "Sound Barrier Wall"
Sound Barrier Wall Steel Fabrication Plans 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

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

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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.

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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 Inspection:** 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 NCCCO (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.

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GROUT FOR STRUCTURE

(9-30-11)

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.

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.

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When tested in accordance with ASTM C666, Procedure A, the durability factor of the grout shall not be less than 80.

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.

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.

FABRICATION OF STRUCTURAL STEEL

(SPECIAL)

- A. These specifications cover the furnishing, fabricating, preparing, assembling, welding, testing, painting and delivering of all structural steel and bridge bearings as shown on the plans.
- B. The following specifications are referred to in this document. The term current shall indicate the edition listed below:
 1. American Railway Engineering and Maintenance of Way Association (AREMA) Manual for Railway Engineering (Manual)
 2. American Society for Testing and Materials, Annual Book of Standards - dated 1990 (A.S.T.M.)

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3. American Institute of Steel Construction, Manual of Steel Construction - Ninth Edition (A.I.S.C.)
 4. American Welding Society - Bridge Welding Code, D1.5, dated 1995 (A.W.S.)
- C. Fabricator shall be certified for "Major Steel Bridges" Category Cbr (Old III), under the AISC Quality Certification Program.
- D. Except as otherwise specified hereinafter, the current American Railway Engineering and Maintenance of Way Association (AREMA) Manual for Railway Engineering (Manual), Chapter 15 - Steel Structures, apply to all work.
- E. Materials
1. Structural steel shall meet the current requirements of the Specifications of the American Society for Testing and Materials, for Structural Steel, Designation A-709, Grade 50, S84-F2 (Fracture Critical - Charpy Test Zone 2), S91 (Fine Austenitic Grain Size), S93 (Limitation on Weld Repairs), except as noted on the plans or in these specifications.
 2. High strength bolts shall meet the current requirements of the Specifications of the American Society for Testing and Materials for High Strength Bolts for Structural Steel Joints, Designation A-325, unless otherwise indicated.
 3. Welding electrodes for arc welding shall meet the current requirements of the Specifications for mild steel arc-welding electrodes Series E70, AWS 5.1, Low Hydrogen Classification for SMAW and AWS 5.17 for SAW.
- F. Shop Drawings
1. The Fabricator's attention is called to the requirements for shop drawings, Chapter 15, Article 1.1.3 Shop Drawings, AREMA Specifications.
 2. The Fabricator shall furnish eight (8) complete sets of detailed shop drawings to the Department for approval prior to starting fabrication. Unchecked drawings shall not be submitted for approval.
 3. The rejection of shop drawings or the procedure for the correction of shop drawings will not be considered as cause for delay.
 4. Approval by the Engineer of shop drawings shall not relieve the Fabricator from furnishing material of proper dimensions, quantities and quality, nor will such approval relieve the Fabricator from responsibility for errors of any sort in the shop drawings.
 5. Copies of approved shop drawings shall be furnished to the Department for distribution.
- G. Welding Inspection by Company:
1. The Company may arrange for additional inspection by an independent inspection firm under a separate contract. This will be in addition to the Fabricator's Quality Assurance Program.

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2. The Fabricator shall notify the Company and the Company's inspector of the scheduled date for beginning fabrication and shall not begin fabrication until the Company's inspector is present.
 3. The Contractor shall retain and pay for an Independent Testing Agency to perform the following weld inspection:
 - a. Inspection shall verify that welds meet the quality requirements of American Welding Society (A.W.S.) Structural Welding Code, D1.1, dated 1985.
 - b. Welds shall be inspected visually and by use of nondestructive testing.
 - c. All nondestructive testing shall be performed by the Independent Testing Agency.
 - d. The Independent Testing Agency shall furnish copies of all nondestructive weld testing reports.
 - e. Nondestructive Testing:
 - All welds shall be visually inspected.
 - 100 percent of all flange to web fillet welds shall be magnetic particle tested and ultrasonically tested.
 - 100 percent of all transverse stiffener welds (bearing and intermediate) shall be magnetic particle tested.
 - 25 percent of other fillet welds shall be magnetic particle tested.
 - f. The Contractor shall submit the name and address of the Independent Testing Agency and evidence of AWS certification of welding inspectors to the Company for approval prior to the weld inspection. The Contractor shall submit test reports.
- H. **Welding Inspection by the Department**
- The Fabricator shall notify the Department and the Department's inspector of the schedule date for beginning fabrication and shall not begin fabrication until the Department's inspector is present.
- Welding Inspection shall be in accordance with the above-mentioned AREMA specifications. In addition to the weld inspection required by the AREMA specifications, the following weld inspection shall be made:
- The top and bottom flange-to-web welds shall be tested on both sides by the ultrasonic and magnetic particle method as follows:
- (a) Along top flange within 15 feet length end of girder: 1 foot of every 3 feet of weld length.
 - (b) Along the top flange for remainder length of girder: 1 foot of every 8 feet of weld.
 - (c) The bottom flange-to-web welds: full length of each girder.

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Groove welds in top and bottom flanges shall be 100% radiographic tested and 100% ultrasonic tested. Twenty-five percent (25%) of all other groove welds shall be tested by radiographic or ultrasonic testing. Ten percent (10%) of all fillet welds shall be tested by ultrasonic or magnetic particle testing. Any single weld having unacceptable deficiencies shall be 100% tested. If more than 10% of the tested groove or fillet welds have unacceptable deficiencies, then all groove or fillet welds, whichever is deficient, shall be 100% tested.

Magnetic particle, radiographic, and ultrasonic procedure, technique, and standard of acceptance shall be in accordance with Section 6 of the current AWS Structural Welding Code.

The Contractor shall require the Fabricator to make provision for convenient access to the joints to be inspected and cooperate with the Inspector in doing the required work. The inspection equipment and supplies will be furnished by the Inspector and payment for the work will be handled between the Department of Transportation and the Inspector except in the event corrections are necessary as the result of such inspection, the cost of any additional inspection of the joints must be borne by the Contractor, and he will be required to pay the Inspector directly for this portion of the work. Except for the cost of the first inspection as specified above, the entire cost of the first inspection as specified above, the entire cost of any nature resulting from the required magnetic particle, radiographic or ultrasonic inspection shall be included in the lump sum contract price for structural steel.

I. Paint

All steel preparation and shop painting shall be in accordance with the Special Provision for PAINTING OF STRUCTURAL STEEL.

J. Measurement and Payment

Payment will be made at the contract lump sum price for the bid item "STRUCTURAL STEEL" and shall constitute full payment for all costs of plant, superintendence, labor, material, and equipment necessary to furnish, fabricate, shop paint, shop assemble and deliver, all the structural steel required for the project in accordance with the Plans and Specifications, including furnishing the fixed bearing assemblies and anchor bolts.

PROTECTION OF PAINTED STEEL (SPECIAL)

The painted structural steel shall be protected during concreting operations. Any concrete that gets on the painted steel is to be removed as soon as possible by a method approved by the Engineer to restore the surface to the specified condition.

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Norfolk Southern Specification for PAINTING OF STRUCTURAL STEEL

(Special)

Dated : February 8, 2002

I. General**A. Plans and Specifications**

1. This work consists of furnishing all labor, material, plant and equipment, and performing all operations in connection with Shop Painting (prime coat, wash coat, and Finish coat applied in the fabricators plant or unless otherwise specified by the Railway). All painting shall be in accordance with AREMA Specifications, Chapter 15 - Section 3.4, and recommendations of the Society of Protective Coatings Specifications with the following specific requirements.
2. The paint thickness will be measured according to "SSPC-PA2" Method for Measurement of Dry Paint Thickness with Magnetic Gages.

B. Surface Preparation

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

C. Welded Areas and Faying (Contact) Surfaces

1. No paint shall be applied to areas to be welded in the field. No Vinyl paint (wash or Finish coat) shall be applied to any Faying surfaces.

II. Painting Requirements**A. Paint System**

1. The fabricator will be given the option of using one of the following paint systems (Prime Coat, Intermediate and Finish Coats shall be applied in the fabricator's plant unless otherwise specified by the Railway). If the Intermediate Coat and Top Coat are applied in the field, the steel shall be solvent wiped to removed all grease and oil and a "High Pressure Power

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Washingⁿ with clean water (3500p.s.i. minimum) shall be used to clean all mud and dirt off prior to applying the touch-up

Primer or Intermediate and Finish Coats. The fabricator shall supply sufficient quantities of touch-up Organic Zinc-Rich Primer, Intermediate Coat, Finish Coat and Thinner. The Chief Engineer Bridges and Structures is to be notified of the fabricator's choice. Priming of the contact surfaces with Inorganic Zinc-Rich primer is required.

2. If approved, or further specified by the Railway, the Wash Coat and Finish Coat shall be applied in the shop.
3. DFT denotes Dry Film Thickness in all system information listings hereinafter.
4. Provide a STRIPE COAT in accordance with NCDOT Standards Section 442-7, system 3.

B. System #1 (Elite)

Prime Coat: Elite 1312 Inorganic Zinc Rich Primer applied at 4.0 - 5.0 mils DFT.

Intermediate Coat - Elite 156 Exterior Acrylic Latex (White) applied at 3.0 - 4.0 mils DFT.

Finish Coat - Elite 156 Exterior Acrylic Latex (gray) applied at 3.0 - 4.0 mils DFT.

Touch Up Primer - Elite 305 Organic Zinc-Rich Primer applied at 4.0 - 5.0 mils DFT.

Suggested Supplier: Elite Coatings Company, Inc.

P. O. Box 130

Gordon, GA 3103 1

Telephone: 912/628-21 1 1

C. System #2 (Devoe)

Prime Coat: Catha-Coat 301 Inorganic Zinc-Rich Primer applied at 4.0 - 5.0 mils DFT.

Intermediate Coat: DEVRAN 646 Water Based Epoxy primer (White) applied at 3.0 - 4.0 mils DFT.

Prime Coat: DEVFLEX 604-S-9903 Water Based Gloss Enamel (Gray) applied at 3.0 - 4.0 mils DFT.

Touch Up Primer - Cata-Coat 303H Organic Zinc-Rich Epoxy applied at 4.0 - 5.0 mils DFT.

Suggested Supplier: Devoe Coatings Company

320 Westbrook Drive

Butler, PA 16001

Telephone: 724/283-1471

Attn. : Gary M. Mato

D. System #3 (Sherwin-Williams)

Prime Coat: ZINC CLAD II HS - (B69VZl B69VZ3 B69D1l) Inorganic Zinc-Rich Primer applied at 4.0 - 5.0 mils DFT.

Intermediate Coat - B66 Series DTM ACRYLIC GLOSS (White) applied at 3.0 - 4.0 mils DFT.

Finish Coat - B66 Series DTM ACRYLIC GLOSS (Gray) applied at 3.0 - 4.0 mils

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DFT.

Touch Up Primer - ZINC-CLAD IV - (B69 A8/B69 V8) applied at 4.0 - 5.0 mils

DFT.

Suggested Supplier: The Sherwin-Williams Company

765 North Avenue NE

Atlanta, GA 30306

Telephone: 404/873-6723

E. System #4 (Ameron)

Prime Coat: Amercoat 21-5 Inorganic Zinc-Rich primer applied at 4.0 - 5.0 mils DFT.

Intermediate Coat - Amercoat 148 Waterborne Acrylic primer applied at 3.0 - 4.0 mils DFT.

Finish Coat - Amercoat 220 Waterborne Acrylic (Gray) applied at 3.0 - 4.0 mils DFT.

Touch Up Primer - Amercoat 68HS Zinc-Rich Primer applied at 4.0 - 5.0 mils DFT

Suggested Supplier: Ameron Protective Coatings Division

11605 Vimy Ridge Road

Little Rock, AR 72209

Telephone: 800/283-6627

F. Post-Painting Requirements

1. Steel shall be cleaned by washing, or other mechanical means to remove all residue (loose zinc dust and foreign matter) prior to applying Wash and Top Coat. An "M. E. K. Rub Test" shall be used to assure proper cure of the inorganic zinc primer prior to applying the next coat.
2. The Intermediate Coat may have to be thinned to prevent gassing.

III. Painting Materials Requirements

A. Packaging and Shipping

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

B. Storage

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

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C. Sample Panel

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

IV. Workmanship**A. Weather Conditions**

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

B. Application

1. Paint shall be applied in accordance with SSPC Specifications for Paint Application - PA1 and in accordance with manufacturer's recommendation.
2. All blast cleaned steel surfaces shall be primed before completion of the work day.
3. Steel shall be cleaned by washing, brushing or other mechanical means of all residue (loose foreign matter) prior to applying the finish coat.

C. Removal Of Unsatisfactory Paint

If the Prime Coat "mud- cracks," the Finish Coat wrinkles or shows evidence of having been applied under unfavorable conditions or if the workmanship is poor, the Engineer may order it removed and the metal thoroughly cleaned and repainted. Any "Blushing" of the Finish Coat shall be corrected by solvent wiping and/or re-coating before final acceptance by the Company.

D. Thinning

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

E. Paint Touch-Up

After erection, all damaged areas shall be cleaned of mud and dirt by High Pressure Power Washing with clean water (3500 p.s.i. minimum); grease, and oil by solvent wiping; and rusted areas shall be cleaned by sand blasting or power tool cleaning with non-woven abrasives prior to touch-up or Finish coating. The paint used for touch-up shall be the same system used in the shop. The Contractor and/or Fabricator shall be

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responsible for cleaning all damaged surfaces and applying all field touch-up coatings in accordance with all manufacturer's recommendations. The Zinc Primer shall be touched up with only Organic Zinc Primer when applied in the field.

F. Warranty

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

G. Handling Shop Primed Steel

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

V. Environmental Protection Requirements**A. Air Quality Requirements**

Abrasive blasting operations shall be conducted in full compliance with all current National primary and secondary ambient air quality standards 40 CFR 50, (for Particulate matter - 40 CFR 50.6; Lead - 40 CFR 50.12; and nuisance dust). Abrasive blasting operations shall also be compliant with any and all local and state air quality requirements.

VI. Environmental Protection Statement

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

VII. Measurement and Payment

All work covered by this provision, except for shop painting, will be paid for at the contract lump sum price for this item.

Payment will be made under:

"Structural Steel (Approximately pounds)"

Lump Sum (full compensation for the work of shop painting)

Painting Structural Steel Lump Sum

(full compensation for all other work of painting)

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Norfolk Southern Specification for STRUCTURAL STEEL**(Special)****I. STRUCTURAL STEEL****A. Scope**

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

B. General Specifications

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

C. Structural Steel**1. Fracture Critical Members**

- a. All fracture critical members are identified on the plans.
- b. All fracture critical members will be fabricated in accordance with the Fracture Control Plan stated in the AREMA Specifications, Chapter 15, Section 1.14.
- c. Fabricator shall be certified under the AISC Quality Certification Program as follows:
 - Welded Plate Girders, Category III
 - Rolled Beam Bridges, Category I.
- d. Structural Steel shall meet the current requirements of the A.S.T.M. Specifications for Structural Steel, Designation A-709, Grade 50, (345) S84-F2, 891, S93.

S84-F2 (Fracture Critical - Charpy Test Zone 2)

S91 (Fine Austenitic Grain Size)

S93 (Limitation on Weld Repairs)

Except as noted in the AREMA Fracture Control Plans.

2. Non-Fracture Critical Members

- a. All primary members or components requiring improved notch toughness are identified on the plans.
- b. Fabricator shall be certified under the AISC Quality Certification

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Program as follows:

Welded Plate Girders Category III

Rolled Beam Bridges Category I

- c. Structural steel shapes and plates used as primary members or components shall meet the current requirements of the A.S.T.M. Specifications for Structural Steel, Designation A-709, Grade 50, (345) S83-T2, S91.

S83-T2 (Non-Fracture Critical - Charpy Test Zone 2)

S91 (Fine Austenitic Grain Size)

3. Other Structural Steel

- a. It is preferred that the Fabricator be certified under the AISC Quality Certification Program, Category I.
- b. All structural steel shall meet the current requirements of the Specification for A.S.T.M. A-709, Grade 50, unless specified otherwise in these specifications or on the plans.

D. Other Materials

1. High strength bolts shall meet the current requirements of the A.S.T.M. Specifications for High Strength Bolts for Structural Steel Joints, Designation A 325-97.
2. Anchor bolts shall be threaded rods with heavy hex nut meeting the current requirements of ASTM specification for fasteners, Designation A-307-97.
3. Welding electrodes for arc welding shall meet the current requirements of the Specifications for mild steel arc-welding electrodes Series E70, AWS 5.1, Low Hydrogen Classification for SMAW and AWS 5.17 for SAW.
4. Preformed fabric bearing pads shall be Shock Pad Style No. 15175 as manufactured by Alert Manufacturing and Supply Company, Chicago, Illinois, or FABREEKA Pads as manufactured by Fabreeka Products Company, 1190 Adams Street, Boston, Massachusetts, or SORBTEX Pads as manufactured by Voss Engineering, Inc., Chicago, Illinois, or approved equal.

E. Welding Processes

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

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F. Bolted Connections

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

G. Paint

All steel preparation and painting shall be in accordance with Norfolk Southern Corporation Paint Specifications.

H. Shop Drawings

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

The plans shall be sent to:
 Chief Engineer - Bridges & Structures
 Norfolk Southern Corporation
 99 Spring Street, SW
 Atlanta, GA 30303

I. SHOP INSPECTION & TESTING

1. The Company may arrange for inspection by an independent inspection firm under a separate contract. This inspection will be in addition to the Fabricator's Quality Control Program.
2. The Fabricator shall notify the Company and it's inspector of the scheduled date for beginning fabrication and shall not begin fabrication until the Company's Inspector is present.

Project Special Provisions: Structures

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3. The Fabricator shall furnish copies of certified mill inspection reports to the Company for all structural steel requiring improved notch toughness.
4. The Fabricator shall meet the requirements of the AREMA Fracture Control Plan described in Chapter 15, Section 1.14 for all members and components designated as fracture critical.
5. Welding inspection shall verify that all welds and welding procedures meet the requirements of the American Welding Society (A.W.S.) Bridge Welding Code, D1.5, dated 2002.
6. All welds shall be inspected visually and by use of nondestructive testing. All nondestructive testing shall be performed by the Fabricator and witnessed by the Company's Inspector.
7. Witnessing of weld inspection shall be done in a timely manner without disruption of normal shop operations. Copies of all weld inspections and nondestructive testing reports shall be furnished to the Company.
8. The Fabricator shall perform the following weld inspection and testing:
 - a. All transverse tension groove welds in FCM members, when allowed by the Engineer, shall be RT and UT tested 100%. In non- FCM components of FCM's all transverse groove welds shall be RT or UT tested 100%.
 - b. All flange to web welds shall be tested on both sides as follows:
 1. Top flange to web welds will be UT tested 100% over 10% of the length from each end and the remaining length of weld will be UT tested 10%.
 2. Bottom flange to web welds will be UT tested 100%.
 - c. All flange to web fillet welds, when allowed by the Engineer, are to be magnetic particle tested 100%.
 - d. Ten percent (10%) of all welds not mentioned above shall be magnetic particle tested.

C203255 (P-5201)

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Wake County

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
Buffer Certification	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.

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Determination of Jurisdiction:

- A. Based on preliminary information, there appear to be waters of the US including wetlands within the above described project area. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331).
- B. There are Navigable Waters of the United States within the above described project area subject to the permit requirements of Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- C. There are waters of the US and/or wetlands within the above described project area subject to the permit requirements of Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- D. The jurisdictional areas within the above described project area have been identified under a previous action. Please reference jurisdictional determination issued . Action ID: SAW-

Basis For Determination: The project area contains stream channels of unnamed tributaries of Crabtree Creek and Coles Branch, with indicators of ordinary high water marks, and adjacent wetlands. Crabtree Creek and Coles Branch are tributaries of Lake Crabtree and the Neuse River, Traditional Navigable Waters.

Remarks: This JD was confirmed by field inspection on 6/29/11; and desktop review (Stream N only. The drawings on the attached Maps 1 through 9, "PROJECT AREA DRAINAGES, Morrisville Parkway/NCRR Railroad Grade Separation, submitted by SEPI on August 10, 2011, , generally depict the jurisdictional waters of the US within the subject study area. Note that Stream SN on Map 7 has been determined to NOT be a water of the US, based on information submitted by Axiom Environmental , Inc., on January 7, 2013.

E. Attention USDA Program Participants

This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular site identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

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

Corps Regulatory Official: _____



Digitally signed by ALSMEYER.ERIC.C.1087624486
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=ALSMEYER.ERIC.C.1087624486
Date: 2013.10.03 14:58:22 -04'00'

Eric Alsmeyer

Date of JD: 10/03/2013

Expiration Date of JD: 10/3/2018

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete our customer Satisfaction Survey online at <http://per2.nwp.usace.army.mil/survey.html> .

Copy furnished:

Agent:

Sandy Smith (Axiom Environmental, Inc.)
218 Snow Ave.
Raleigh, NC, 27603
919.270.9306

R-4

✕ Compensatory Mitigation Responsibility Transfer Form

Permittee: North Carolina DOT – Rail Div.

Action ID: SAW-2013-00023

Project Name: P-5201; Morrisville Parkway Grade Separation, NCRR and NS Track Realignment;

County: Wake

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: 03020201, Neuse River Basin

Stream Impacts (linear feet)			Wetland Impacts (acres)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-riverine	Non-Riparian	Coastal
708						

*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: 03020201, Neuse River Basin

Stream Mitigation (credits)			Wetland Mitigation (credits)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-riverine	Non-Riparian	Coastal
1,416						

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: _____

Name of Sponsor’s Authorized Representative: _____

Signature of Sponsor’s Authorized Representative

Date of Signature

R-5**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: Eric Alsmeyer
USACE Field Office: Raleigh Regulatory Field Office
 US Army Corps of Engineers
 3331 Heritage Trade Drive, Suite 105
 Wake Forest, North Carolina 27587

Email: eric.c.alsmeyer@usace.army.mil

USACE Project Manager Signature

October 7, 2013
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>.

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**NATIONWIDE PERMIT 14
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
FINAL NOTICE OF ISSUANCE AND MODIFICATION OF NATIONWIDE PERMITS
FEDERAL REGISTER
AUTHORIZED MARCH 19, 2012**

Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

- * **Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

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**NATIONWIDE PERMIT 33
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
FINAL NOTICE OF ISSUANCE AND MODIFICATION OF NATIONWIDE PERMITS
FEDERAL REGISTER
AUTHORIZED MARCH 19, 2012**

Temporary Construction, Access, and Dewatering. Temporary structures, work, and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites, provided that the associated primary activity is authorized by the Corps of Engineers or the U.S. Coast Guard. This NWP also authorizes temporary structures, work, and discharges, including cofferdams, necessary for construction activities not otherwise subject to the Corps or U.S. Coast Guard permit requirements. Appropriate measures must be taken to maintain near normal downstream flows and to minimize flooding. Fill must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. The use of dredged material may be allowed if the district engineer determines that it will not cause more than minimal adverse effects on aquatic resources. Following completion of construction, temporary fill must be entirely removed to an area that has no waters of the United States, dredged material must be returned to its original location, and the affected areas must be restored to pre-construction elevations. The affected areas must also be revegetated, as appropriate. This permit does not authorize the use of cofferdams to dewater wetlands or other aquatic areas to change their use. Structures left in place after construction is completed require a separate section 10 permit if located in navigable waters of the United States. (See 33 CFR part 322.)

* **Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 31). The pre-construction notification must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. (Sections 10 and 404)

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NATIONWIDE PERMIT CONDITIONS

The following General Conditions must be followed in order for any authorization by a NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.
3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.
6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

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8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

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17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

* (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

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(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

* (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA

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section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

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23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of

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the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

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26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

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

(Transferee)

(Date)

- * 30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

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- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

* 31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
- (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed project;

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(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

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(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the

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vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific

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conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

FURTHER INFORMATION

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

DEFINITIONS

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term "discharge" means any discharge of dredged or fill material.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence

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of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or

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flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through

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which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent

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mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWP, a waterbody is a jurisdictional water of the United States. If a jurisdictional wetland is adjacent – meaning bordering, contiguous, or neighboring – to a waterbody determined to be a water of the United States under 33 CFR 328.3(a)(1)-(6), that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.

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Final Regional Conditions 2012

NOTICE ABOUT WEB LINKS IN THIS DOCUMENT:

The web links (both internal to our District and any external links to collaborating agencies) in this document are valid at the time of publication. However, the Wilmington District Regulatory Program web page addresses, as with other agency web sites, may change over the timeframe of the five-year Nationwide Permit renewal cycle, in response to policy mandates or technology advances. While we will make every effort to check on the integrity of our web links and provide re-direct pages whenever possible, we ask that you report any broken links to us so we can keep the page information current and usable. We apologize in advanced for any broken links that you may encounter, and we ask that you navigate from the regulatory home page (wetlands and stream permits) of the Wilmington District Corps of Engineers, to the "Permits" section of our web site to find links for pages that cannot be found by clicking directly on the listed web link in this document.

Final 2012 Regional Conditions for Nationwide Permits (NWP) in the Wilmington District

1.0 Excluded Waters

The Corps has identified waters that will be excluded from the use of all NWP's during certain timeframes. These waters are:

1.1 Anadromous Fish Spawning Areas

Waters of the United States identified by either the North Carolina Division of Marine Fisheries (NCDMF) or the North Carolina Wildlife Resources Commission (NCWRC) as anadromous fish spawning areas are excluded during the period between February 15 and June 30, without prior written approval from NCDMF or NCWRC and the Corps.

1.2 Trout Waters Moratorium

Waters of the United States in the twenty-five designated trout counties of North Carolina are excluded during the period between October 15 and April 15 without prior written approval from the NCWRC. (See Section 2.7 for a list of the twenty-five trout counties).

1.3 Sturgeon Spawning Areas as Designated by the National Marine Fisheries Service (NMFS)

Waters of the United States designated as sturgeon spawning areas are excluded during the period between February 1 and June 30, without prior written approval from the NMFS.

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* 2.0 Waters Requiring Additional Notification

The Corps has identified waters that will be subject to additional notification requirements for activities authorized by all NWP's. These waters are:

* 2.1 Western NC Counties that Drain to Designated Critical Habitat

For proposed activities within Waters of the U.S. that require a Pre-Construction Notification pursuant to General Condition 31 (PCN) and are located in the sixteen counties listed below, applicants must provide a copy of the PCN to the US Fish and Wildlife Service, 160 Zillicoa Street, Asheville, North Carolina 28801. This PCN must be sent concurrently to the US Fish and Wildlife Service and the Corps Asheville Regulatory Field Office. Please see General Condition 18 for specific notification requirements related to Federally Endangered Species and the following website for information on the location of designated critical habitat.

Counties with tributaries that drain to designated critical habitat that require notification to the Asheville US Fish and Wildlife Service: Avery, Cherokee, Forsyth, Graham, Haywood, Henderson, Jackson, Macon Mecklenburg, Mitchell, Stokes, Surry, Swain, Transylvania, Union and Yancey.

Website and office addresses for Endangered Species Act Information:

The Wilmington District has developed the following website for applicants which provides guidelines on how to review linked websites and maps in order to fulfill NWP general condition 18 requirements: <http://www.saw.usace.army.mil/wetlands/ESA>

Applicants who do not have internet access may contact the appropriate US Fish and Wildlife Service offices listed below or the US Army Corps of Engineers at (910) 251- 4633:

US Fish and Wildlife Service
Asheville Field Office
160 Zillicoa Street
Asheville, NC 28801
Telephone: (828) 258-3939

Asheville US Fish and Wildlife Service Office counties: All counties west of and including Anson, Stanly, Davidson, Forsyth and Stokes Counties

US Fish and Wildlife Service
Raleigh Field Office
Post Office Box 33726
Raleigh, NC 27636-3726
Telephone: (919) 856-4520

Raleigh US Fish and Wildlife Service Office counties: all counties east of and including Richmond, Montgomery, Randolph, Guilford, and Rockingham Counties.

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* 2.2 Special Designation Waters

Prior to the use of any NWP in any of the following identified waters and contiguous wetlands in North Carolina, applicants must comply with Nationwide Permit General Condition 31 (PCN). The North Carolina waters and contiguous wetlands that require additional notification requirements are:

“Outstanding Resource Waters” (ORW) or “High Quality Waters” (HQW) as designated by the North Carolina Environmental Management Commission; “Inland Primary Nursery Areas” (IPNA) as designated by the NCWRC; “Contiguous Wetlands” as defined by the North Carolina Environmental Management Commission; or “Primary Nursery Areas” (PNA) as designated by the North Carolina Marine Fisheries Commission.

2.3 Coastal Area Management Act (CAMA) Areas of Environmental Concern

Non-federal applicants for any NWP in a designated “Area of Environmental Concern” (AEC) in the twenty (20) counties of Eastern North Carolina covered by the North Carolina Coastal Area Management Act (CAMA) must also obtain the required CAMA permit. Development activities for non-federal projects may not commence until a copy of the approved CAMA permit is furnished to the appropriate Wilmington District Regulatory Field Office (Wilmington Field Office – 69 Darlington Avenue, Wilmington, NC 28403 or Washington Field Office – 2407 West 5th Street, Washington, NC 27889).

* 2.4 Barrier Islands

Prior to the use of any NWP on a barrier island of North Carolina, applicants must comply with Nationwide Permit General Condition 31 (PCN).

* 2.5 Mountain or Piedmont Bogs

Prior to the use of any NWP in a Bog classified by the North Carolina Wetland Assessment Methodology (NCWAM), applicants shall comply with Nationwide Permit General Condition 31 (PCN). The latest version of NCWAM is located on the NC DWQ web site at: <http://portal.ncdenr.org/web/wq/swp/ws/pdu/ncwam> .

* 2.6 Animal Waste Facilities

Prior to use of any NWP for construction of animal waste facilities in waters of the US, including wetlands, applicants shall comply with Nationwide Permit General Condition 31 (PCN).

* 2.7 Trout Waters

Prior to any discharge of dredge or fill material into streams or waterbodies within the twenty-five (25) designated trout counties of North Carolina, the applicant shall comply with Nationwide Permit General Condition 31 (PCN). The applicant shall also provide a copy of the notification to the appropriate NCWRC office to facilitate the determination of any potential

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impacts to designated Trout Waters. Notification to the Corps of Engineers will include a statement with the name of the NCWRC biologist contacted, the date of the notification, the location of work, a delineation of wetlands, a discussion of alternatives to working in the mountain trout waters, why alternatives were not selected, and a plan to provide compensatory mitigation for all unavoidable adverse impacts to mountain trout waters.

NCWRC and NC Trout Counties

Western Piedmont Region Coordinator	Alleghany	Caldwell	Watauga
20830 Great Smoky Mtn. Expressway	Ashe	Mitchell	Wilkes
Waynesville, NC 28786	Avery	Stokes	
Telephone: (828) 452-2546	Burke	Surry	

Mountain Region Coordinator	Buncombe	Henderson	Polk
20830 Great Smoky Mtn. Expressway	Cherokee	Jackson	Rutherford
Waynesville, NC 28786	Clay	Macon	Swain
Telephone: (828) 452-2546	Graham	Madison	Transylvania
Fax: (828) 452-7772	Haywood	McDowell	Yancey

3.0 List of Corps Regional Conditions for All Nationwide Permits

The following conditions apply to all Nationwide Permits in the Wilmington District:

3.1 Limitation of Loss of Perennial Stream Bed

NWPs may not be used for activities that may result in the loss or degradation of greater than 300 total linear feet of perennial, intermittent or ephemeral stream, unless the District Commander has waived the 300 linear foot limit for ephemeral and intermittent streams on a case-by-case basis and he determines that the proposed activity will result in minimal individual and cumulative adverse impacts to the aquatic environment. Loss of stream includes the linear feet of stream bed that is filled, excavated, or flooded by the proposed activity. Waivers for the loss of ephemeral and intermittent streams must be in writing and documented by appropriate/accepted stream quality assessments*. This waiver only applies to the 300 linear feet threshold for NWPs.

*NOTE: Applicants should utilize the most current methodology prescribed by Wilmington District to assess stream function and quality. Information can be found at:

<http://www.saw.usace.army.mil/wetlands/permits/nwp/nwp2012> (see "Quick Links")

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3.2 Mitigation for Loss of Stream Bed

For any NWP that results in a loss of more than 150 linear feet of perennial and/or ephemeral/intermittent stream, the applicant shall provide a mitigation proposal to compensate for more than minimal individual and cumulative adverse impacts to the aquatic environment. For stream losses less than 150 linear feet, that require a PCN, the District Commander may determine, on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effect on the aquatic environment.

3.3 Pre-construction Notification for Loss of Streambed Exceeding 150 Feet.

Prior to use of any NWP for any activity which impacts more than 150 total linear feet of perennial stream or ephemeral/ intermittent stream, the applicant must comply with Nationwide Permit General Condition 31 (PCN). This applies to NWPs that do not have specific notification requirements. If a NWP has specific notification requirements, the requirements of the NWP should be followed.

3.4 Restriction on Use of Live Concrete

For all NWPs which allow the use of concrete as a building material, live or fresh concrete, including bags of uncured concrete, may not come into contact with the water in or entering into waters of the US. Water inside coffer dams or casings that has been in contact with wet concrete shall only be returned to waters of the US when it is no longer poses a threat to aquatic organisms.

3.5 Requirements for Using Riprap for Bank Stabilization

For all NWPs that allow for the use of riprap material for bank stabilization, the following measures shall be applied:

3.5.1. Filter cloth must be placed underneath the riprap as an additional requirement of its use in North Carolina waters.

3.5.2. The placement of riprap shall be limited to the areas depicted on submitted work plan drawings.

3.5.3. The riprap material shall be clean and free from loose dirt or any pollutant except in trace quantities that would not have an adverse environmental effect.

3.5.4. It shall be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal conditions.

3.5.5. The riprap material shall consist of clean rock or masonry material such as, but not limited to, granite, marl, or broken concrete.

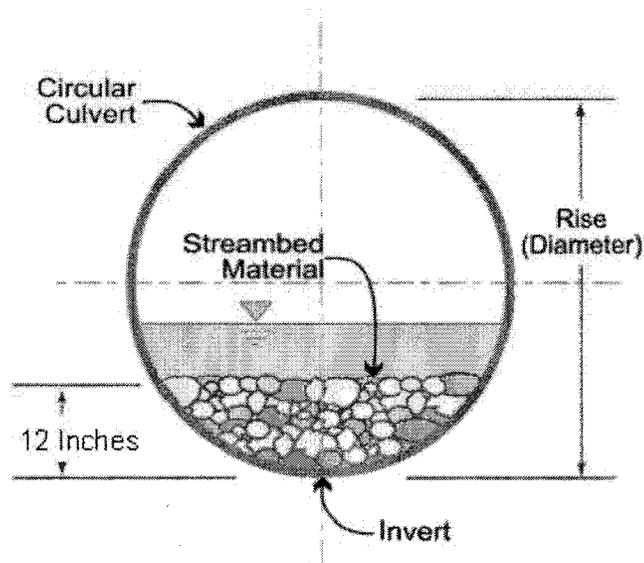
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3.5.6. A waiver from the specifications in this Regional Condition may be requested in writing. The waiver will only be issued if it can be demonstrated that the impacts of complying with this Regional condition would result in greater adverse impacts to the aquatic environment.

3.6 Safe Passage Requirements for Culvert Placement

For all NWP's that involve the construction/installation of culverts, measures will be included in the construction/installation that will promote the safe passage of fish and other aquatic organisms. The dimension, pattern, and profile of the stream above and below a pipe or culvert should not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed culvert should be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow should be determined from gage data, if available. In the absence of such data, bankfull flow can be used as a comparable level.

In the twenty (20) counties of North Carolina designated as coastal counties by the Coastal Area Management Act (CAMA): All pipes/culverts must be sufficiently sized to allow for the burial of the bottom of the pipe/culvert at least one foot below normal bed elevation when they are placed within the Public Trust Area of Environmental Concern (AEC) and/or the Estuarine Waters AEC as designated by CAMA, and/or all streams appearing as blue lines on United States Geological Survey (USGS) 7.5-minute quadrangle maps.



In all other counties: Culverts greater than 48 inches in diameter will be buried at least one foot below the bed of the stream. Culverts 48 inches in diameter or less shall be buried or placed on the stream bed as practicable and appropriate to maintain aquatic passage, and every effort shall be made to maintain the existing channel slope. The bottom of the culvert must be placed at a

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depth below the natural stream bottom to provide for passage during drought or low flow conditions.

Culverts are to be designed and constructed in a manner that minimizes destabilization and head cutting. Destabilizing the channel and head cutting upstream should be considered and appropriate actions incorporated in the design and placement of the culvert.

A waiver from the depth specifications in this condition may be requested in writing. The waiver will be issued if it can be demonstrated that the proposal would result in the least impacts to the aquatic environment.

All counties: Culverts placed within riparian and/or riverine wetlands must be installed in a manner that does not restrict the flow and circulation patterns of waters of the United States. Culverts placed across wetland fills purely for the purposes of equalizing surface water do not have to be buried.

3.7 Notification to NCDENR Shellfish Sanitation Section

Applicants shall notify the NCDENR Shellfish Sanitation Section prior to dredging in or removing sediment from an area closed to shell fishing where the effluent may be released to an area open for shell fishing or swimming in order to avoid contamination from the disposal area and cause a temporary shellfish closure to be made. Such notification shall also be provided to the appropriate Corps of Engineers Regulatory Field Office. Any disposal of sand to the ocean beach should occur between November 1 and April 30 when recreational usage is low. Only clean sand should be used and no dredged sand from closed shell fishing areas may be used. If beach disposal were to occur at times other than stated above or if sand from a closed shell fishing area is to be used, a swimming advisory shall be posted, and a press release shall be issued by the permittee.

3.8 Preservation of Submerged Aquatic Vegetation

Adverse impacts to Submerged Aquatic Vegetation (SAV) are not authorized by any NWP within any of the twenty coastal counties defined by North Carolina's Coastal Area Management Act of 1974 (CAMA).

3.9 Sedimentation and Erosion Control Structures and Measures

3.9.1. All PCNs will identify and describe sedimentation and erosion control structures and measures proposed for placement in waters of the US. The structures and measures should be depicted on maps, surveys or drawings showing location and impacts to jurisdictional wetlands and streams.

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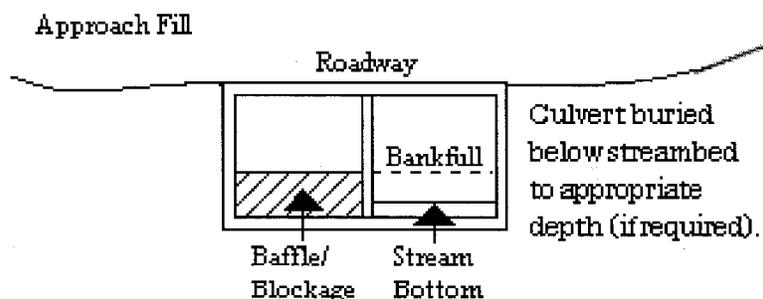
4.5 NWP #14 - Linear Transportation Crossings

4.5.1. If appropriate, applicants shall employ natural channel design (see definition below and NOTE below) to the maximum extent practicable for stream relocations. In the event it is not appropriate to employ natural channel design, any stream relocation shall be considered a permanent impact and the applicant shall provide a mitigation plan to compensate for the loss of aquatic function associated with the proposed activity.

Natural Channel Design: A geomorphologic approach to stream restoration based on an understanding of valley type, general watershed conditions, dimension, pattern, profile, hydrology and sediment transport of natural, stable channels (reference condition) and applying this understanding to the reconstruction of a stable channel.

NOTE: Applicants should reference the "Mitigation" section of the Wilmington District web site for more information regarding appropriate stream design. For projects located within the Coastal Plain ecoregion of North Carolina and within headwater areas across the state, use the specific guidance on coastal plain stream restoration.

4.5.2. Bank-full flows (or less) shall be accommodated through maintenance of the existing bank-full channel cross sectional area. Additional culverts at such crossings shall be allowed only to receive flows exceeding bank-full.



4.5.3. Where adjacent floodplain is available, flows exceeding bank-full should be accommodated by installing culverts at the floodplain elevation.

4.5.4. This NWP authorizes only upland to upland crossings and cannot be used in combination with Nationwide Permit 18 to create an upland within waters of the United States, including wetlands.

4.5.5. This NWP cannot be used for private projects located in tidal waters or tidal wetlands.

4.5.6. Excavation of existing stream channels shall be limited to the minimum necessary to construct or install the proposed culvert. The final width of the impacted streams at the culvert inlet and outlet should be no greater than the original stream width. A waiver from this condition may be requested in writing. The waiver will be issued if it can be demonstrated that it is not practicable to limit the final width of the culvert to that of the impacted stream at the culvert inlet and outlet and the proposed design would result in less impacts to the aquatic environment.

4.0 NWP #33 – Temporary Construction, Access and Dewatering

The required restoration plan must include a timetable for restoration activities.

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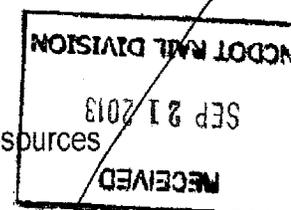
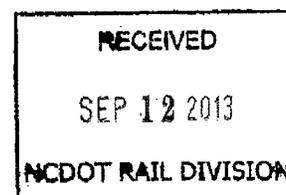
North Carolina Department of Environment and Natural Resources

Division of Water Resources

Water Quality Programs

Thomas A. Reeder

Director

Pat McCrory
GovernorJohn E. Skvarla, III
SecretarySeptember 3, 2013
Wake County
NCDWR Project No. 20130885
Morrisville Pkwy Grade Separation
TIP No. P-5201**APPROVAL of 401 WATER QUALITY CERTIFICATION and NEUSE BUFFER AUTHORIZATION,
with ADDITIONAL CONDITIONS**Mr. Mark Hamel
NCDOT Rail Division
1553 Mail Service Center
Raleigh, NC 27699-1553

Dear Mr. Hamel:

You have our approval, in accordance with the conditions listed below, for the following impacts for the purpose of the NC Railroad Morrisville Parkway Grade Separation project in Wake County:

Stream Impacts in the Neuse River Basin

Site	Permanent Fill in Intermittent Stream (linear ft)	Riprap Stabilization to Intermittent Stream (linear ft)	Temporary Dewatering to Intermittent Stream (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Riprap Stabilization to Perennial Stream (linear ft)	Temporary Dewatering to Perennial Stream (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
1	0	0	0	131	10	20	161	0
2	0	0	0	165	10	21	196	175
3	160	5	10	0	0	0	175	165
4	0	0	0	83	20	10	113	0
5	0	0	0	292	10	20	322	302
7	44	5	10	0	0	0	59	0
Total	204	10	20	671	50	71	1026	642

Total Stream Impact for Project: 1026 linear feet.**Wetland Impacts in the Neuse River Basin**

Site	Permanent Fill (ac)	Temporary Fill (ac)	Total Wetland Impact (ac)
2	0.02	0	0.02
4	0.02	0	0.02
6	0.02	0.01	0.03
Total	0.06	0.01	0.07

Total Wetland Impact for Project: 0.07 acres.Transportation and Permitting Unit
1650 Mail Service Center, Raleigh, North Carolina 27699-1650
Location: 512 N. Salisbury St. Raleigh, North Carolina 27604
Phone: 919-807-6300 \ FAX: 919-807-6492
Internet: www.ncwaterquality.orgOne
North Carolina
Naturally

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Neuse Riparian Buffer Impacts

Site	Zone 1 Impact (sq ft)	Zone 1 Buffer Mitigation Required (using 3:1 ratio)	Zone 2 Impact (sq ft)	Zone 2 Buffer Mitigation Required (using 1.5:1 ratio)
1	10698	32094	6532	9798
2	10598	31794	5649	8474
3	11015	33045	6397	9596
4	8383	25149	5741	8612
5	14470	43410	9393	14090
6	5093	N/A	3368	N/A
Totals	60257	165492	37080	50570

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

Total Buffer Impact for Project: 97337 square feet.

The project shall be constructed in accordance with your application received August 20, 2013. After reviewing your application, we have decided that these impacts are covered by General Water Quality Certification Number 3886 and 3893. This certification corresponds to the Nationwide Permits 14 and 33 issued by the Corps of Engineers. This approval is also valid for the Neuse Riparian Buffer Rules (15A NCAC 2B.0233). In addition, you should acquire any other federal, state or local permits before you proceed with your project including (but not limited to) Sediment and Erosion Control, Non-Discharge and Water Supply Watershed regulations. This approval will expire with the accompanying 404 permit.

This approval is valid solely for the purpose and design described in your application (unless modified below). Should your project change, you must notify the NCDWR and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If total wetland fills for this project (now or in the future) exceed one acre, or of total impacts to streams (now or in the future) exceed 150 linear feet, compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). Additional buffer impacts may require compensatory mitigation as described in 15A NCAC 2B.0242(9). For this approval to remain valid, you must adhere to the conditions listed in the attached certification(s) and any additional conditions listed below.

Conditions of Certification:

- *1. Compensatory mitigation for 642 linear feet of impact to streams is required. We understand that you have chosen to perform compensatory mitigation for impacts to streams through the North Carolina Ecosystem Enhancement Program (EEP), and that the EEP has agreed to implement the mitigation for the project. EEP has indicated in a letter dated July 30, 2013 that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with the EEP Mitigation Banking Instrument signed July 28, 2010.
- *2. Compensatory mitigation for impacts to 55164 square feet of protected riparian buffers in Zone 1 and 33712 square feet of protected riparian buffers in Zone 2 shall be required. We understand that you have chosen to perform compensatory mitigation for impacts to protected buffers through use of the North Carolina Ecosystem Enhancement Program (EEP). Mitigation for unavoidable impacts to Neuse Riparian Buffers shall be provided in the Neuse River Basin and done in accordance with 15A NCAC 2B.0242(9). EEP has indicated in a letter dated July 30, 2013 that they will assume responsibility for satisfying the compensatory mitigation requirements for the above-referenced project, in accordance with EEP's Mitigation Banking Instrument signed July 28, 2010.
3. All portions of the proposed project draining to 303(d) listed watersheds (sites 1 through 4), that are impaired due to biological criteria exceedances, shall not discharge stormwater directly to surface waters. Stormwater shall be treated using appropriate best management practices (e.g., vegetated conveyances, grass swales, constructed wetlands, detention ponds, etc.) prior to discharging to surface waters.
4. Riprap shall not be placed in the active thalweg channel or placed in the streambed in a manner that precludes aquatic life passage. Bioengineering boulders or structures should be properly designed, sized and installed.

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5. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams, shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and down stream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by the NCDWR. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact the NCDWR for guidance on how to proceed and to determine whether or not a permit modification will be required.
6. For any streams being impacted due to site dewatering activities, the site shall be graded to its preconstruction contours and revegetated with appropriate native species.
7. All stormwater runoff shall be directed as sheetflow through stream buffers at non-erosive velocities, unless otherwise approved by this certification.
8. All riparian buffers impacted by the placement of temporary fill or clearing activities shall be restored to the preconstruction contours and revegetated. Maintained buffers shall be permanently revegetated with non-woody species by the end of the growing season following completion of construction. For the purpose of this condition, maintained buffer areas are defined as areas within the transportation corridor that will be subject to regular NCDOT maintenance activities including mowing. The area with non-maintained buffers shall be permanently revegetated with native woody species before the next growing season following completion of construction.
9. Pursuant to 15A NCAC 2B.0233(6), sediment and erosion control devices shall not be placed in Zone 1 of any Neuse Buffer without prior approval by the NCDWR. At this time, the NCDWR has approved no sediment and erosion control devices in Zone 1, outside of the approved project impacts, anywhere on this project. Moreover, sediment and erosion control devices shall be allowed in Zone 2 of the buffers provided that Zone 1 is not compromised and that discharge is released as diffuse flow.
10. 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.
11. 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.
12. 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.
13. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage.
- * 14. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval.
15. Prior to commencing ground disturbing activities, an acceptable monitoring and mitigation plan for the presence of sulfide-bearing rock must be approved by the NCDWR.
16. 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.
17. 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.
18. 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.
19. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification.

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20. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited.
21. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If the NCDWR determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, the NCDWR may reevaluate and modify this certification.
22. 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.
23. 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.
24. 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.
25. The Permittee shall report any violations of this certification to the Division of Water Resources within 24 hours of discovery.
- *26. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer (or whomever is the authorized agent if a non-NCDOT project) shall complete and return the enclosed "Certification of Completion Form" to notify NCDWR when all work included in the 401 Certification has been completed.
27. Native riparian vegetation (i.e. trees and shrubs native to your geographic region) must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction.
28. 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.
29. 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.
30. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification.

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

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

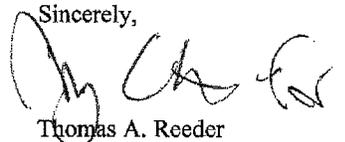
Office of Administrative Hearings
6714 Mail Service Center
Raleigh, NC 27699-6714
Telephone: (919)-431-3000, Facsimile: (919)-431-3100

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

Mr. Lacy Presnell, General Counsel
Department of Environment and Natural Resources
1601 Mail Service Center

This letter completes the review of the Division of Water Resources under Section 401 of the Clean Water Act. If you have any questions, please contact Rob Ridings at 919-807-6403.

Sincerely,



Thomas A. Reeder

cc: Chris Murray, Division 5 Environmental Officer
Eric Alsmeyer, US Army Corps of Engineers, Raleigh Field Office
Beth Harmon, Ecosystem Enhancement Program
File Copy

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North Carolina Department of Environment and Natural Resources

Division of Water Quality
Charles Wakild, P. E.
Director

Pat McCrory
Governor

John E. Skvarla, III
Secretary

NCDWQ Project No.: _____ County: _____

Applicant: _____

Project Name: _____

Date of Issuance of 401 Water Quality Certification: _____

***Certificate of Completion**

Upon completion of all work approved within the 401 Water Quality Certification or applicable Buffer Rules, and any subsequent modifications, the applicant is required to return this certificate to the 401 Transportation Permitting Unit, North Carolina Division of Water Quality, 1650 Mail Service Center, Raleigh, NC, 27699-1650. This form may be returned to NCDWQ by the applicant, the applicant's authorized agent, or the project engineer. It is not necessary to send certificates from all of these.

Applicant's Certification

I, _____, hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction such that the construction was observed to be built within substantial compliance and intent of the 401 Water Quality Certification and Buffer Rules, the approved plans and specifications, and other supporting materials.

Signature: _____ Date: _____

Agent's Certification

I, _____, hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction such that the construction was observed to be built within substantial compliance and intent of the 401 Water Quality Certification and Buffer Rules, the approved plans and specifications, and other supporting materials.

Signature: _____ Date: _____

Engineer's Certification

_____ Partial _____ Final

I, _____, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe (periodically, weekly, full time) the construction of the project for the Permittee hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction such that the construction was observed to be built within substantial compliance and intent of the 401 Water Quality Certification and Buffer Rules, the approved plans and specifications, and other supporting materials.

Signature _____ Registration No. _____

Date _____

Transportation and Permitting Unit
1650 Mail Service Center, Raleigh, North Carolina 27699-1617
Location: 512 N. Salisbury St. Raleigh, North Carolina 27604
Phone: 919-807-6300 \ FAX: 919-807-6492
Internet: www.ncwaterquality.org



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Water Quality Certification No. 3886

GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE FOR U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBER 14 (LINEAR TRANSPORTATION PROJECTS) AND REGIONAL GENERAL PERMIT 198200031 (WORK ASSOCIATED WITH BRIDGE CONSTRUCTION, MAINTENANCE OR REPAIR CONDUCTED BY NCDOT OR OTHER GOVERNMENT AGENCIES) AND RIPARIAN AREA PROTECTION RULES (BUFFER RULES)

Water Quality Certification Number 3886 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Quality (DWQ) Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to waters and adjacent wetland areas or to wetland areas that are not a part of the surface tributary system to interstate waters or navigable waters of the United States (as described in 33 CFR 330 Appendix A (B) (14) of the Corps of Engineers regulations (Nationwide Permit No. 14 and Regional General Permit 198200031) and for the Riparian Area Protection Rules (Buffer Rules) in 15A NCAC 02B .0200.

The State of North Carolina certifies that the specified category of activity will not violate applicable portions of Sections 301, 302, 303, 306 and 307 of the Public Laws 92-500 and 95-217 if conducted in accordance with the conditions hereinafter set forth.

- * Any proposed fill or modification of wetlands and/or waters, including streams, under this General Certification requires application to, and written approval from the Division of Water Quality except for the single family lot exemption described below.

Activities meeting any one (1) of the following thresholds or circumstances require *written approval* for a 401 Water Quality Certification from the Division of Water Quality (the "Division"):

- a) Any temporary or permanent impacts to wetlands, open waters and/or streams, including stream relocations, except for construction of a driveway to a single family lot as long as the driveway involves *less than 25 feet* of temporary and/or permanent stream channel impacts, including any in-stream stabilization needed for the crossing; or
 - b) Any impact associated with a high density project (as defined in Item (A)(iv) of the **401 Stormwater Requirements**) that is not subject to either a state stormwater program (such as, but not limited to, Coastal Counties, HQW, ORW or state-implemented Phase II NPDES) or a certified community's stormwater program; or
 - c) Any impact associated with a Notice of Violation or an enforcement action for violation(s) of DWQ Wetland Rules (15A NCAC 02H .0500), Isolated Wetland Rules (15A NCAC 02H .1300), DWQ Surface Water or Wetland Standards, or Riparian Buffer Rules (15A NCAC 02B .0200); or
 - * d) Any impacts to streams and/or buffers in the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman, Jordan or Goose Creek Watersheds (or any other basin or watershed with Riparian Area Protection Rules [Buffer Rules] in effect at the time of application) *unless* the activities are listed as "EXEMPT" from these rules or a Buffer Authorization Certificate is issued through N.C. Division of Coastal Management (DCM) delegation for "ALLOWABLE" activities.
- * In accordance with North Carolina General Statute 143-215.3D(e), written approval for a 401 Water Quality General Certification must include the appropriate fee. If a project also requires a CAMA Permit, then one payment to both agencies shall be submitted and will be the higher of the two fees.

Activities included in this General Certification that do not meet one of the thresholds listed above do not require written approval from the Division as long as they comply with

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the Conditions of Certification listed below. If any of these Conditions cannot be met, then written approval from the Division is required.

Conditions of Certification:

1. No Impacts Beyond those Authorized in the Written Approval or Beyond the Threshold of Use of this Certification

No waste, spoil, solids, or fill of any kind shall occur in wetlands, waters, or riparian areas beyond the footprint of the impacts depicted in the Pre-Construction Notification, as authorized in the written approval from the Division or beyond the thresholds established for use of this Certification without written authorization, including incidental impacts. All construction activities, including the design, installation, operation, and maintenance of sediment and erosion control Best Management Practices shall be performed so that no violations of state water quality standards, statutes, or rules occur. Approved plans and specifications for this project are incorporated by reference and are enforceable parts of this permit.

2. Standard Erosion and Sediment Control Practices

Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices and if applicable, comply with the specific conditions and requirements of the NPDES Construction Stormwater Permit issued to the site:

- a. Design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal or exceed the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
- b. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
- c. Reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.
- d. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.
- e. If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality (HQW), or Outstanding Resource (ORW) waters, then the sedimentation and erosion control designs must comply with the requirements set forth in 15A NCAC 04B .0124, *Design Standards in Sensitive Watersheds*.

R-41**Water Quality Certification No. 3886****3. No Sediment and Erosion Control Measures in Wetlands or Waters**

Sediment and erosion control measures shall not be placed in wetlands or waters. Exceptions to this condition require application submittal to and written approval by the Division. If placement of sediment and erosion control devices in wetlands and waters is unavoidable, then design and placement of temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands, stream beds, or banks, adjacent to or upstream and downstream of the above structures. All sediment and erosion control devices shall be removed and the natural grade restored within two (2) months of the date that the Division of Land Resources (DLR) or locally delegated program has released the specific area within the project.

4. Construction Stormwater Permit NCG010000

An NPDES Construction Stormwater Permit is required for construction projects that disturb one (1) or more acres of land. This Permit allows stormwater to be discharged during land disturbing construction activities as stipulated in the conditions of the permit. If your project is covered by this permit, full compliance with permit conditions including the erosion & sedimentation control plan, inspections and maintenance, self-monitoring, record keeping and reporting requirements is required. A copy of the general permit (NCG010000), inspection log sheets, and other information may be found at <http://portal.ncdenr.org/web/wq/ws/su/npdessw#tab-w>.

The North Carolina Department of Transportation (NCDOT) shall be required to be in full compliance with the conditions related to construction activities within the most recent version of their individual NPDES (NCS000250) stormwater permit.

5. Construction Moratoriums and Coordination

If activities must occur during periods of high biological activity (i.e. sea turtle nesting, fish spawning, or bird nesting), then biological monitoring may be required at the request of other state or federal agencies and coordinated with these activities.

All moratoriums on construction activities established by the NC Wildlife Resources Commission (WRC), US Fish and Wildlife Service (USFWS), NC Division of Marine Fisheries (DMF), or National Marine Fisheries Service (NMFS) to lessen impacts on trout, anadromous fish, larval/post-larval fishes and crustaceans, or other aquatic species of concern shall be implemented. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium.

Work within the twenty-five (25) designated trout counties or identified state or federal endangered or threatened species habitat shall be coordinated with the appropriate WRC, USFWS, NMFS, and/or DMF personnel.

6. Work in the Dry

All work in or adjacent to stream waters shall be conducted so that the flowing stream does not come in contact with the disturbed area. Approved best management practices from the most current version of the NC Sediment and Erosion Control Manual, or the NC DOT Construction and Maintenance Activities Manual, such as sandbags, rock berms, cofferdams, and other diversion structures shall be used to minimize excavation in flowing water. Exceptions to this condition require application submittal to and written approval by the Division.

R-42**Water Quality Certification No. 3886****7. Riparian Area Protection (Buffer) Rules**

Activities located in the protected riparian areas (whether jurisdictional wetlands or not), within the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman, Jordan, or Goose Creek Watersheds (or any other basin or watershed with buffer rules) shall be limited to "uses" identified within and constructed in accordance with 15A NCAC 02B .0233, .0259, .0243, .0250, .0267 and .0605, and shall be located, designed, constructed, and maintained to have minimal disturbance to protect water quality to the maximum extent practicable through the use of best management practices. All buffer rule requirements, including diffuse flow requirements, must be met.

8. If concrete is used during the construction, then all necessary measures shall be taken to prevent direct contact between uncured or curing concrete and waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to waters of the state due to the potential for elevated pH and possible aquatic life/ fish kills.
9. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. Please refer to the most current version of *Stormwater Best Management Practices*. Exceptions to this condition require written approval by the Division.

10. Compensatory Mitigation

In accordance with 15A NCAC 02H .0506 (h), compensatory mitigation may be required for losses of equal to or greater than 150 linear feet of streams (intermittent and perennial) and/or equal to or greater than one (1) acre of wetlands. For linear public transportation projects, impacts equal to or exceeding 150 linear feet per stream shall require mitigation.

Buffer mitigation may be required for any project with Buffer Rules in effect at the time of application for activities classified as "Allowable with Mitigation" or "Prohibited" within the Table of Uses.

A determination of buffer, wetland, and stream mitigation requirements shall be made for any General Water Quality Certification for this Nationwide and/or Regional General Permit. Design and monitoring protocols shall follow the US Army Corps of Engineers Wilmington District *Stream Mitigation Guidelines* (April 2003) or its subsequent updates. Compensatory mitigation plans shall be submitted to the Division for written approval as required in those protocols. The mitigation plan must be implemented and/or constructed before any impacts occur on site. Alternatively, the Division will accept payment into an in-lieu fee program or a mitigation bank. In these cases, proof of payment shall be provided to the Division before any impacts occur on site.

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11. Relocated stream designs should include the same dimensions, patterns, and profiles as the existing channel (or a stable reference reach if the existing channel is unstable), to the maximum extent practical. The new channel should be constructed in the dry and water shall not be turned into the new channel until the banks are stabilized. Vegetation used for bank stabilization shall be limited to native woody species, and should include establishment of a 30-foot wide wooded and an adjacent 20-foot wide vegetated buffer on both sides of the relocated channel to the maximum extent practical. A transitional phase incorporating appropriate erosion control matting materials and seedling establishment is allowable, however matting that incorporates plastic mesh and/or plastic twine shall not be used in wetlands, riparian buffers or floodplains as recommended by the North Carolina Sediment and Erosion Control Manual. Rip-rap, A-Jacks, concrete, gabions or other hard structures may be allowed if it is necessary to maintain the physical integrity of the stream; however, the applicant must provide written justification and any calculations used to determine the extent of rip-rap coverage. Please note that if the stream relocation is conducted as a stream restoration as defined in the US Army Corps of Engineers Wilmington District, April 2003 *Stream Mitigation Guidelines* (or its subsequent updates), the restored length may be used as compensatory mitigation for the impacts resulting from the relocation.

12. Stormwater Management Plan Requirements

All applications shall address stormwater management throughout the entire project area per the 401 Stormwater Requirements, referenced herein as "**Attachment A**" at the end of this Certification.

13. Placement of Culverts and Other Structures in Waters and Wetlands

Culverts required for this project shall be designed and installed in such a manner that the original stream profiles are not altered and allow for aquatic life movement during low flows. Existing stream dimensions (including the cross section dimensions, pattern, and longitudinal profile) must be maintained above and below locations of each culvert.

Placement of culverts and other structures in waters and streams must be below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than or equal to 48 inches, to allow low flow passage of water and aquatic life.

When topographic constraints indicate culvert slopes of greater than 5%, culvert burial is not required, provided that all alternative options for flattening the slope have been investigated and aquatic life movement/ connectivity has been provided when possible (rock ladders, crossvanes, etc). Notification to the Division including supporting documentation to include a location map of the culvert, culvert profile drawings, and slope calculations shall be provided to the Division 60 days prior to the installation of the culvert.

When bedrock is present in culvert locations, culvert burial is not required provided that there is sufficient documentation of the presence of bedrock. Notification to the Division including supporting documentation such as, but not limited to, a location map of the culvert, geotechnical reports, photographs, etc shall be provided to the Division a minimum of 60 days prior to the installation of the culvert. If bedrock is discovered during construction, then the Division shall be notified by phone or email within 24 hours of discovery.

If other site-specific topographic constraints preclude the ability to bury the culverts as described above and/or it can be demonstrated that burying the culvert would result in destabilization of the channel, then exceptions to this condition require application submittal to, and written approval by, the Division of Water Quality, regardless of the total impacts to streams or wetlands from the project.

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Installation of culverts in wetlands must ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. Additionally, when roadways, causeways, or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges must be provided to maintain the natural hydrology of the system as well as prevent constriction of the floodway that may result in destabilization of streams or wetlands.

The establishment of native, woody vegetation and other soft stream bank stabilization techniques must be used where practicable instead of riprap or other bank hardening methods.

14. All temporary fill and culverts shall be removed and the impacted area returned to natural conditions within 60 days of the determination that the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross sectional dimensions, plan form pattern, and longitudinal bed and bed profile, and the various sites shall be stabilized with natural woody vegetation (except for the approved maintenance areas) and restored to prevent erosion.
15. All temporary pipes/ culverts/ riprap pads etc, shall be installed in all streams as outlined in the most recent edition of the *North Carolina Sediment and Erosion Control Planning and Design Manual* or the *North Carolina Surface Mining Manual* so as not to restrict stream flow or cause dis-equilibrium during use of this General Certification.
16. Any riprap required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the area directly impacted by the approved construction activity. All rip-rap shall be buried and/or "keyed in" such that the original stream elevation and streambank contours are restored and maintained. Placement of rip-rap or other approved materials shall not result in de-stabilization of the stream bed or banks upstream or downstream of the area.
17. Any rip-rap used for stream stabilization shall be of a size and density so as not to be able to be carried off by wave, current action, or stream flows and consist of clean rock or masonry material free of debris or toxic pollutants. Rip-rap shall not be installed in the streambed except in specific areas required for velocity control and to ensure structural integrity of bank stabilization measures.
18. A one-time application of fertilizer to re-establish vegetation is allowed in disturbed areas including riparian buffers, but is restricted to no closer than 10 feet from top of bank of streams. Any fertilizer application must comply with all other Federal, State and Local regulations.
19. If this Water Quality Certification is used to access building sites, then all lots owned by the applicant must be buildable without additional impacts to streams or wetlands. The applicant is required to provide evidence that the lots are buildable without requiring additional impacts to wetlands, waters, or buffers if required to do so in writing by the Division. For road construction purposes, this Certification shall only be utilized from natural high ground to natural high ground.
20. Deed notifications or similar mechanisms shall be placed on all retained jurisdictional wetlands, waters, and protective buffers within the project boundaries in order to assure compliance for future wetland, water, and buffer impact. These mechanisms shall be put in place at the time of recording of the property or of individual lots, whichever is appropriate. A sample deed notification can be downloaded from the 401/Wetlands Unit web site at <http://portal.ncdenr.org/web/wq/swp/ws/401/certsandpermits/apply/forms>. The text of the sample deed notification may be modified as appropriate to suit to a specific project. Documentation of deed notifications shall be provided to the Division upon request.

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- * 21. If an environmental document is required under the National or State Environmental Policy Act (NEPA or SEPA), then this General Certification is not valid until a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is issued by the State Clearinghouse.
- 22. In the twenty (20) coastal counties, the appropriate DWQ Regional Office must be contacted to determine if Coastal Stormwater Regulations will be required.
- 23. This General Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals.
- 24. The applicant/permittee and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law. If the Division determines that such standards or laws are not being met, including failure to sustain a designated or achieved use, or that State or Federal law is being violated, or that further conditions are necessary to assure compliance, then the Division may reevaluate and modify this General Water Quality Certification.
- * 25. When written authorization is required for use of this certification, upon completion of all permitted impacts included within the approval and any subsequent modifications, the applicant shall be required to return the certificate of completion attached to the approval. One copy of the certificate shall be sent to the DWQ Central Office in Raleigh at 1650 Mail Service Center, Raleigh, NC, 27699-1650.
- 26. Additional site-specific conditions, including monitoring and/or modeling requirements, may be added to the written approval letter for projects proposed under this Water Quality Certification in order to ensure compliance with all applicable water quality and effluent standards.
- 27. This certification grants permission to the director, an authorized representative of the Director, or DENR staff, upon the presentation of proper credentials, to enter the property during normal business hours.

This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide and/or Regional General Permit. The conditions in effect on the date of issuance of Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration date of this Certification.

Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of this General Certification for the project and may also result in criminal and/or civil penalties.

The Director of the North Carolina Division of Water Quality may require submission of a formal application for Individual Certification for any project in this category of activity if it is determined that the project is likely to have a significant adverse effect upon water quality, including state or federally listed endangered or threatened aquatic species, or degrade the waters so that existing uses of the wetland or downstream waters are precluded.

R-46**Water Quality Certification No. 3886**

Public hearings may be held for specific applications or group of applications prior to a Certification decision if deemed in the public's best interest by the Director of the North Carolina Division of Water Quality.

Effective date: March 19, 2012

DIVISION OF WATER QUALITY

By



Charles Wakild, P.E.

Director

History Note: Water Quality Certification (WQC) Number 3886 issued March 12, 2012 replaces WQC Number 3820 issued April 6, 2010; WQC Number 3627 issued March 2007; WQC Number 3404 issued March 2003; WQC Number 3375 issued March 18, 2002; WQC Number 3289 issued June 1, 2000; WQC Number 3103 issued February 11, 1997; WQC Number 2732 issued May 1, 1992; WQC Number 2666 issued January 21, 1992; WQC Number 2177 issued November 5, 1987. This WQC is rescinded when the Corps of Engineers reauthorizes any of the corresponding Nationwide and/or Regional General Permits or when deemed appropriate by the Director of the Division of Water Quality.

R-47**Water Quality Certification No. 3893**

**GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE
FOR U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBER 33
(TEMPORARY CONSTRUCTION, ACCESS AND DEWATERING)
AND RIPARIAN AREA PROTECTION RULES (BUFFER RULES)**

Water Quality Certification Number 3893 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 Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to waters and wetland areas as described in 33 CFR 330 Appendix A (B) (33) and for the Riparian Area Protection Rules (Buffer Rules) in 15A NCAC 02B .0200.

The State of North Carolina certifies that the specified category of activity will not violate applicable portions of Sections 301, 302, 303, 306 and 307 of the Public Laws 92-500 and 95-217 if conducted in accordance with the conditions hereinafter set forth.

Activities meeting any one (1) of the following thresholds or circumstances require written approval for a 401 Water Quality Certification from the Division of Water Quality (the "Division"):

- a. Any stream relocation; or
 - b. Any impact associated with a Notice of Violation or an enforcement action for violation(s) of DWQ Wetland Rules (15A NCAC 02H .0500), Isolated Wetland Rules (15A NCAC 02H .1300), DWQ Surface Water or Wetland Standards, or Riparian Buffer Rules (15A NCAC 02B .0200); or
 - * c. Any impacts to streams and/or buffers in the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman, Jordan or Goose Creek Watersheds (or any other basin or watershed with Riparian Area Protection Rules [Buffer Rules] in effect at the time of application) *unless* the activities are listed as "EXEMPT" from these rules or a Buffer Authorization Certificate is issued through N.C. Division of Coastal Management (DCM) delegation for "ALLOWABLE" activities.
- * In accordance with North Carolina General Statute 143-215.3D(e), written approval for a 401 Water Quality General Certification must include the appropriate fee. If a project also requires a CAMA Permit, then one payment to both agencies shall be submitted and will be the higher of the two fees.

Activities included in this General Certification that do not meet one of the thresholds listed above do not require written approval from the Division as long as they comply with the Conditions of Certification listed below. If any of these Conditions cannot be met, then written approval from the Division is required.

Conditions of Certification:

1. No Impacts Beyond those Authorized in the Written Approval or Beyond the Threshold of Use of this Certification

No waste, spoil, solids, or fill of any kind shall occur in wetlands, waters, or riparian areas beyond the footprint of the impacts depicted in the Pre-Construction Notification, as authorized in the written approval from the Division or beyond the thresholds established for use of this Certification without written authorization, including incidental impacts. All construction activities, including the design, installation, operation, and maintenance of sediment and erosion control Best Management Practices shall be performed so that no violations of state water quality standards, statutes, or rules occur. Approved plans and specifications for this project are incorporated by reference and are enforceable parts of this permit.

R-48**Water Quality Certification No. 3893****2. Standard Erosion and Sediment Control Practices**

Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices and if applicable, comply with the specific conditions and requirements of the NPDES Construction Stormwater Permit issued to the site:

- a. Design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal or exceed the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
- b. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
- c. Reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.
- d. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.
- e. If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality (HQW), or Outstanding Resource (ORW) waters, then the sedimentation and erosion control designs must comply with the requirements set forth in 15A NCAC 04B .0124, *Design Standards in Sensitive Watersheds*.

3. No Sediment and Erosion Control Measures in Wetlands or Waters

Sediment and erosion control measures shall not be placed in wetlands or waters. Exceptions to this condition require application submittal to and written approval by the Division. If placement of sediment and erosion control devices in wetlands and waters is unavoidable, then design and placement of temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands, stream beds, or banks, adjacent to or upstream and downstream of the above structures. All sediment and erosion control devices shall be removed and the natural grade restored within two (2) months of the date that the Division of Land Resources (DLR) or locally delegated program has released the specific area within the project.

4. Construction Stormwater Permit NCG010000

An NPDES Construction Stormwater Permit is required for construction projects that disturb one (1) or more acres of land. This Permit allows stormwater to be discharged during land disturbing construction activities as stipulated in the conditions of the permit. If your project is covered by this permit, full compliance with permit conditions including the erosion & sedimentation control plan, inspections and maintenance, self-monitoring, record keeping and reporting requirements is required. A copy of the general permit (NCG010000), inspection log sheets, and other information may be found at <http://portal.ncdenr.org/web/wq/ws/su/npdcssw#tab-w>.

The North Carolina Department of Transportation (NCDOT) shall be required to be in full compliance with the conditions related to construction activities within the most recent version of their individual NPDES (NCS000250) stormwater permit.

R-49**Water Quality Certification No. 3893****5. Construction Moratoriums and Coordination**

If activities must occur during periods of high biological activity (i.e. sea turtle nesting, fish spawning, or bird nesting), then biological monitoring may be required at the request of other state or federal agencies and coordinated with these activities.

All moratoriums on construction activities established by the NC Wildlife Resources Commission (WRC), US Fish and Wildlife Service (USFWS), NC Division of Marine Fisheries (DMF), or National Marine Fisheries Service (NMFS) to lessen impacts on trout, anadromous fish, larval/post-larval fishes and crustaceans, or other aquatic species of concern shall be implemented. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium.

Work within the twenty-five (25) designated trout counties or identified state or federal endangered or threatened species habitat shall be coordinated with the appropriate WRC, USFWS, NMFS, and/or DMF personnel.

6. Work in the Dry

All work in or adjacent to stream waters shall be conducted so that the flowing stream does not come in contact with the disturbed area. Approved best management practices from the most current version of the NC Sediment and Erosion Control Manual, or the NC DOT Construction and Maintenance Activities Manual, such as sandbags, rock berms, cofferdams, and other diversion structures shall be used to minimize excavation in flowing water. Exceptions to this condition require application submittal to and written approval by the Division.

7. Riparian Area Protection (Buffer) Rules

Activities located in the protected riparian areas (whether jurisdictional wetlands or not), within the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman, Jordan, or Goose Creek Watersheds (or any other basin or watershed with buffer rules) shall be limited to "uses" identified within and constructed in accordance with 15A NCAC 02B .0233, .0259, .0243, .0250, .0267 and .0605, and shall be located, designed, constructed, and maintained to have minimal disturbance to protect water quality to the maximum extent practicable through the use of best management practices. All buffer rule requirements, including diffuse flow requirements, must be met.

8. If concrete is used during the construction, then all necessary measures shall be taken to prevent direct contact between uncured or curing concrete and waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to waters of the state due to the potential for elevated pH and possible aquatic life/ fish kills.
9. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. Please refer to the most current version of *Stormwater Best Management Practices*. Exceptions to this condition require written approval by the Division.
10. Placement of culverts and other structures in Waters and Wetlands

Culverts required for this project shall be designed and installed in such a manner that the original stream profiles are not altered and allow for aquatic life movement during low flows. Existing stream dimensions (including the cross section dimensions, pattern, and longitudinal profile) must be maintained above and below locations of each culvert.

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Water Quality Certification No. 3893

Placement of culverts and other structures in waters and streams must be below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than or equal to 48 inches, to allow low flow passage of water and aquatic life.

When topographic constraints indicate culvert slopes of greater than 5%, culvert burial is not required, provided that all alternative options for flattening the slope have been investigated and aquatic life movement/ connectivity has been provided when possible (rock ladders, crossvanes, etc). Notification to the Division including supporting documentation to include a location map of the culvert, culvert profile drawings, and slope calculations shall be provided to the Division 60 days prior to the installation of the culvert.

When bedrock is present in culvert locations, culvert burial is not required provided that there is sufficient documentation of the presence of bedrock. Notification to the Division including supporting documentation such as, but not limited to, a location map of the culvert, geotechnical reports, photographs, etc shall be provided to the Division a minimum of 60 days prior to the installation of the culvert. If bedrock is discovered during construction, then the Division shall be notified by phone or email within 24 hours of discovery.

If other site-specific topographic constraints preclude the ability to bury the culverts as described above and/or it can be demonstrated that burying the culvert would result in destabilization of the channel, then exceptions to this condition require application submittal to, and written approval by, the Division of Water Quality, regardless of the total impacts to streams or wetlands from the project.

Installation of culverts in wetlands must ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. Additionally, when roadways, causeways, or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges must be provided to maintain the natural hydrology of the system as well as prevent constriction of the floodway that may result in destabilization of streams or wetlands.

The establishment of native, woody vegetation and other soft stream bank stabilization techniques must be used where practicable instead of riprap or other bank hardening methods.

* 11. Compensatory Mitigation

In accordance with 15A NCAC 02H .0506 (h), compensatory mitigation may be required for losses of equal to or greater than 150 linear feet of streams (intermittent and perennial) and/or equal to or greater than one (1) acre of wetlands. For linear public transportation projects, impacts equal to or exceeding 150 linear feet per stream shall require mitigation.

Buffer mitigation may be required for any project with Buffer Rules in effect at the time of application for activities classified as "Allowable with Mitigation" or "Prohibited" within the Table of Uses.

A determination of buffer, wetland, and stream mitigation requirements shall be made for any General Water Quality Certification for this Nationwide and/or Regional General Permit. Design and monitoring protocols shall follow the US Army Corps of Engineers Wilmington District *Stream Mitigation Guidelines* (April 2003) or its subsequent updates. Compensatory mitigation plans shall be submitted to the Division for written approval as required in those protocols. The mitigation plan must be implemented and/or constructed before any impacts occur on site. Alternatively, the Division will accept payment into an in-lieu fee program or a mitigation bank. In these cases, proof of payment shall be provided to the Division before any impacts occur on site.

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Water Quality Certification No. 3893

12. Relocated stream designs should include the same dimensions, patterns, and profiles as the existing channel (or a stable reference reach if the existing channel is unstable), to the maximum extent practical. The new channel should be constructed in the dry and water shall not be turned into the new channel until the banks are stabilized. Vegetation used for bank stabilization shall be limited to native woody species, and should include establishment of a 30-foot wide wooded and an adjacent 20-foot wide vegetated buffer on both sides of the relocated channel to the maximum extent practical. A transitional phase incorporating appropriate erosion control matting materials and seedling establishment is allowable, however matting that incorporates plastic mesh and/or plastic twine shall not be used in wetlands, riparian buffers or floodplains as recommended by the North Carolina Sediment and Erosion Control Manual. Rip-rap, A-Jacks, concrete, gabions or other hard structures may be allowed if it is necessary to maintain the physical integrity of the stream; however, the applicant must provide written justification and any calculations used to determine the extent of rip-rap coverage. Please note that if the stream relocation is conducted as a stream restoration as defined in the US Army Corps of Engineers Wilmington District, April 2003 *Stream Mitigation Guidelines* (or its subsequent updates), the restored length may be used as compensatory mitigation for the impacts resulting from the relocation.
13. All temporary fill and culverts shall be removed and the impacted area returned to natural conditions within 60 days of the determination that the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross sectional dimensions, plan form pattern, and longitudinal bed and bed profile, and the various sites shall be stabilized with natural woody vegetation (except for the approved maintenance areas) and restored to prevent erosion.
14. Pipes shall be installed under the road or causeway in all streams to carry at least the 25-year storm event as outlined in the most recent edition of the *North Carolina Sediment and Erosion Control Planning and Design Manual* or the *North Carolina Surface Mining Manual* so as not to restrict stream flow during use of this General Certification.
- * 15. If an environmental document is required under the National or State Environmental Policy Act (NEPA or SEPA), then this General Certification is not valid until a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is issued by the State Clearinghouse.
16. In the twenty (20) coastal counties, the appropriate DWQ Regional Office must be contacted to determine if Coastal Stormwater Regulations will be required.
17. This General Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals.
18. The applicant/permittee and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law. If the Division determines that such standards or laws are not being met, including failure to sustain a designated or achieved use, or that State or Federal law is being violated, or that further conditions are necessary to assure compliance, then the Division may reevaluate and modify this General Water Quality Certification.
- * 19. When written authorization is required for use of this certification, upon completion of all permitted impacts included within the approval and any subsequent modifications, the applicant shall be required to return the certificate of completion attached to the approval. One copy of the certificate shall be sent to the DWQ Central Office in Raleigh at 1650 Mail Service Center, Raleigh, NC, 27699-1650.

R-52**Water Quality Certification No. 3893**

20. Additional site-specific conditions, including monitoring and/or modeling requirements, may be added to the written approval letter for projects proposed under this Water Quality Certification in order to ensure compliance with all applicable water quality and effluent standards.
21. This certification grants permission to the director, an authorized representative of the Director, or DENR staff, upon the presentation of proper credentials, to enter the property during normal business hours.

This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide and/or Regional General Permit. The conditions in effect on the date of issuance of Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration date of this Certification.

Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of this General Certification for the project and may also result in criminal and/or civil penalties.

The Director of the North Carolina Division of Water Quality may require submission of a formal application for Individual Certification for any project in this category of activity if it is determined that the project is likely to have a significant adverse effect upon water quality, including state or federally listed endangered or threatened aquatic species, or degrade the waters so that existing uses of the wetland or downstream waters are precluded.

Public hearings may be held for specific applications or group of applications prior to a Certification decision if deemed in the public's best interest by the Director of the North Carolina Division of Water Quality.

Effective date: March 19, 2012

DIVISION OF WATER QUALITY

By



Charles Wakild, P.E.

Director

History Note: Water Quality Certification (WQC) Number 3893 issued March 19, 2012 replaces WQC Number 3688 issued November 1, 2007; WQC Number 3634 issued March 19, 2007; WQC Number 3366 issued March 18, 2002; WQC Number 3114 issued February 11, 1997; and WQC Number 2727 issued May 1, 1992. This General Certification is rescinded when the Corps of Engineers reauthorizes any of the corresponding Nationwide and/or Regional General Permits or when deemed appropriate by the Director of the Division of Water Quality.

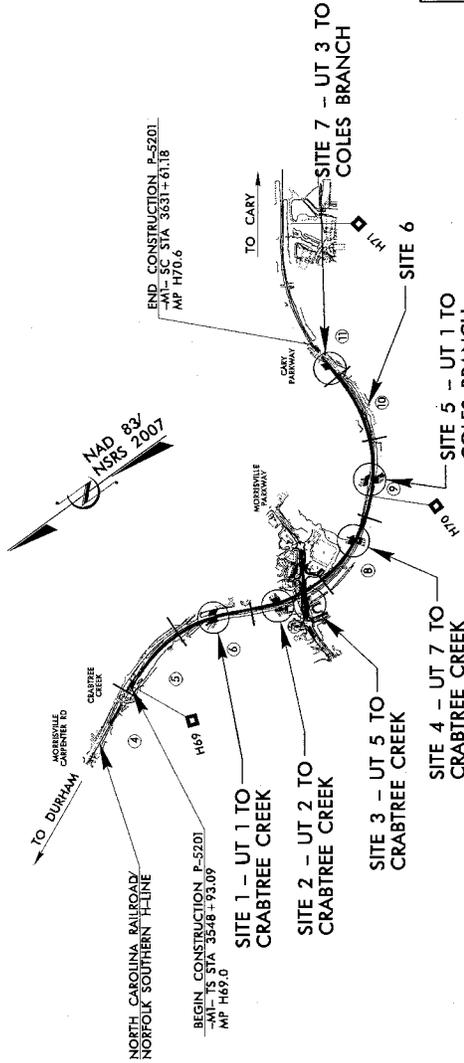
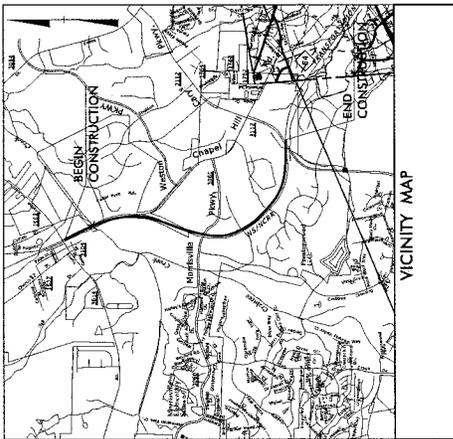
STATE OF NORTH CAROLINA
 NCDOT RAIL DIVISION
WAKE COUNTY

STATE PROJECT NUMBER	P-5201
DATE	RR1
PROJECT NAME	UTIL. PE, PE
PROJECT NUMBER	UTIL. CONST.
DATE	
PROJECT NUMBER	
DATE	
PROJECT NUMBER	
DATE	

PERMIT DRAWING
 1 OF 17

LOCATION: FROM EAST OF CRABTREE CREEK (MP H69.0) TO EAST OF NW CARY PARKWAY (MP H70.6) ON THE NORTH CAROLINA RAILROAD / NORFOLK SOUTHERN H-LINE
TYPE OF WORK: RAIL ROADBED CONSTRUCTION FOR RAILROAD CURVE IMPROVEMENTS AND ROADBED WIDENING FOR FUTURE SECOND MAIN LINE TRACK (INCLUDES GRADING, DRAINAGE AND STRUCTURES)

WETLAND AND SURFACE WATER IMPACTS PERMIT



GRAPHIC SCALES	PLANS	PROFILE (HORIZONTAL)	PROFILE (VERTICAL)
50 25 0 50 100	50 25 0 50 100	10 5 0 10 20	10 5 0 10 20

PROJECT LENGTH	= 1.600 MILES
LENGTH OF RAIL TIP PROJECT P-5201	= 1.600 MILES
MAIN TRACK	
LENGTH OF STRUCTURE	= 0.037 MILES
LENGTH OF ROADWAY TIP PROJECT	= 0.400 MILES

AECOM
 Prepared in the Office of:
 Riley Birmingham, PE
 Tom Hildebrand, PE
 Mark Kamprath, PE
 Mark Pearson, PE
 Sandra Stepany, PE

RIGHT OF WAY DATE: SEPTEMBER 2012
 LETTING DATE: NOVEMBER 2013

RAIL ENGINEER
 SIGNATURE: _____ P.E.

HYDRAULICS ENGINEER
 SIGNATURE: _____ P.E.

PRELIMINARY PLANS
 DO NOT USE FOR CONSTRUCTION
 SUBMITTAL: RIGHT OF WAY
 DATE: SEPTEMBER 28, 2012

CONTRACT: C203255 TIP PROJECT: P-5201

R-54

PROPERTY OWNERS

NAMES AND ADDRESSES

PARCEL NO.	NAMES	ADDRESSES
	NCRR	2809 HIGHWOODS BLVD. SUITE 100 RALEIGH, NC 27604
3	PRESTONWOOD COUNTRY CLUB, LLC	300 PRESTONWOOD PARKWAY CARY, NC 27513
7	WILLIAM J. KARRAS, ET UX	4212 BARKTON WAY FUQUAY VARINA, NC 27526
11	PARK WEST VILLAGE, PHASE 1, LLC	191 WEST NATIONWIDE BLVD SUITE 200 COLUMBUS, OH 43215

NCDOT

DIVISION OF HIGHWAYS
WAKE COUNTY

PROJECT: 52100.3STR01T4 (P5201)

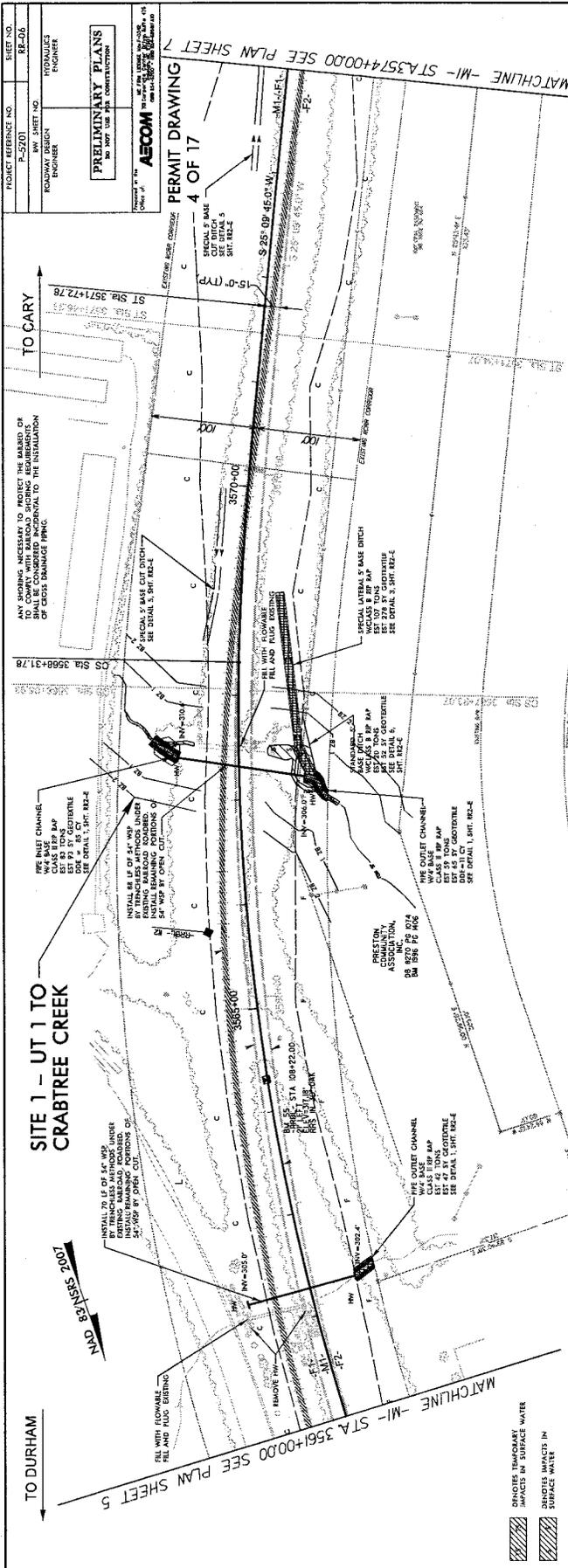
MORRISVILLE PARKWAY
GRADE SEPARATION

R-55

WETLAND PERMIT IMPACT SUMMARY												
Site No.	Station (From/To)	Structure Size / Type	WETLAND IMPACTS				SURFACE WATER IMPACTS					
			Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation In Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
1	3567+35 LT	54" Welded Steel								41	10	
1	3567+35 LT Bank Stabilization	54" Welded Steel								5		
1	3567+35 RT	54" Welded Steel								90	10	
1	3567+35 RT Bank Stabilization	54" Welded Steel								5		
2	3578+40 LT	72" Welded Steel								106	10	
2	3578+40 LT Bank Stabilization	72" Welded Steel								5		
2	3578+40 RT	72" Welded Steel	0.02							59	11	
2	3578+40 RT Bank Stabilization	72" Welded Steel								5		
3	19+75 -L- to 21+72 RT	30" RCP								160	10	
3	19+75 -L- RT Bank Stabilization	30" RCP								5		
4	3595+80 RT	60" Welded Steel	0.02							10	10	
4	3595+80 RT Bank Stabilization	60" Welded Steel								5		
4	3595+80 LT	60" Welded Steel								73	10	
4	3595+80 LT Bank Stabilization	60" Welded Steel								5		
5	3606+35 RT	60" Welded Steel								206	10	
5	3606+35 RT Bank Stabilization	60" Welded Steel								5		
5	3606+35 LT	60" Welded Steel								83	10	
5	3606+35 LT Bank Stabilization	60" Welded Steel								5		
6	3618+05 RT	36" Welded Steel	0.02	0.01								
7	3627+53 LT	42" Welded Steel								44	10	
7	3627+53 LT Bank Stabilization	42" Welded Steel								5		
TOTALS:			0.06	0.01						922	101	

NC DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
MORRISVILLE PARKWAY
 WAKE COUNTY
 52100.3 STROIT4 (P 5201)
 MORRISVILLE PARKWAY GRADE SEPARATION
 SHEET 3 of 17 7/22/2013

ATN Revised 3/31/05



Station	Elevation	Notes
345	333.72	
340	333.10	
335	332.86	
330	331.89	
325	331.73	
320	330.97	
315	330.80	
310	329.91	
305	328.96	
300	328.78	
3561+00	327.92	
3562+00	327.62	
3563+00	326.88	
3564+00	326.14	
3565+00	324.80	
3566+00	324.71	
3567+00	323.78	
3568+00	323.23	
3569+00	322.85	
3570+00	322.00	
3571+00	320.98	
3572+00	320.80	
3573+00	319.89	
3574+00	319.72	
300	320.84	PROP. 18"
305	321.23	PROP. 18"
310	321.68	PROP. 18"
315	322.08	PROP. 18"
320	322.47	PROP. 18"
325	322.85	PROP. 18"
330	323.23	PROP. 18"
335	323.61	PROP. 18"
340	323.99	PROP. 18"
345	324.37	PROP. 18"

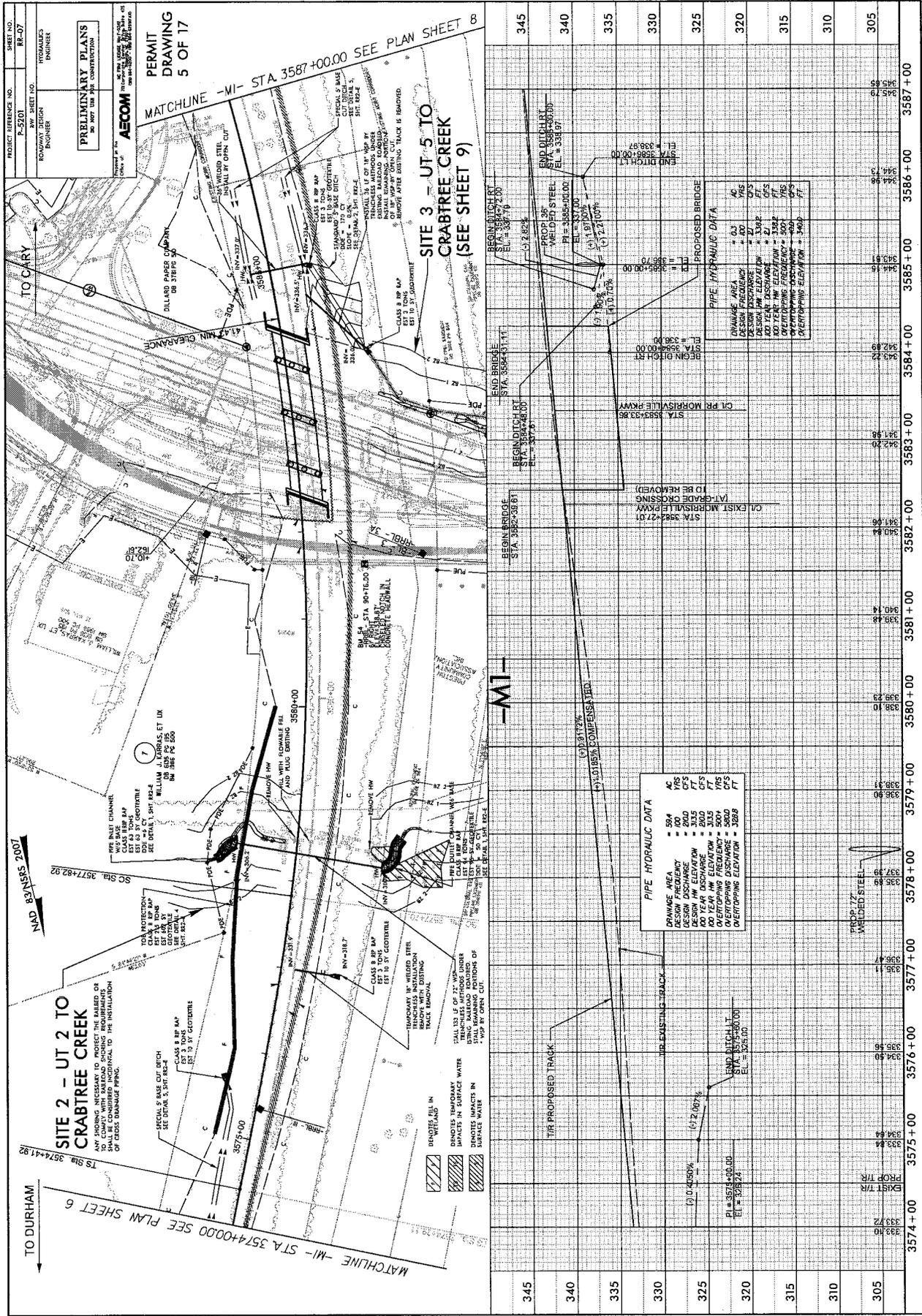
PIPE HYDRAULIC DATA

DRAINAGE AREA	= 339
DESIGN FREQUENCY	= 100
DESIGN DISCHARGE	= 3002
DESIGN HW ELEVATION	= 3002
100 YEAR DISCHARGE	= 3002
100 YEAR HW ELEVATION	= 3002
OVERTOPPING FREQUENCY	= 3002
OVERTOPPING DISCHARGE	= 3002
OVERTOPPING ELEVATION	= 3025

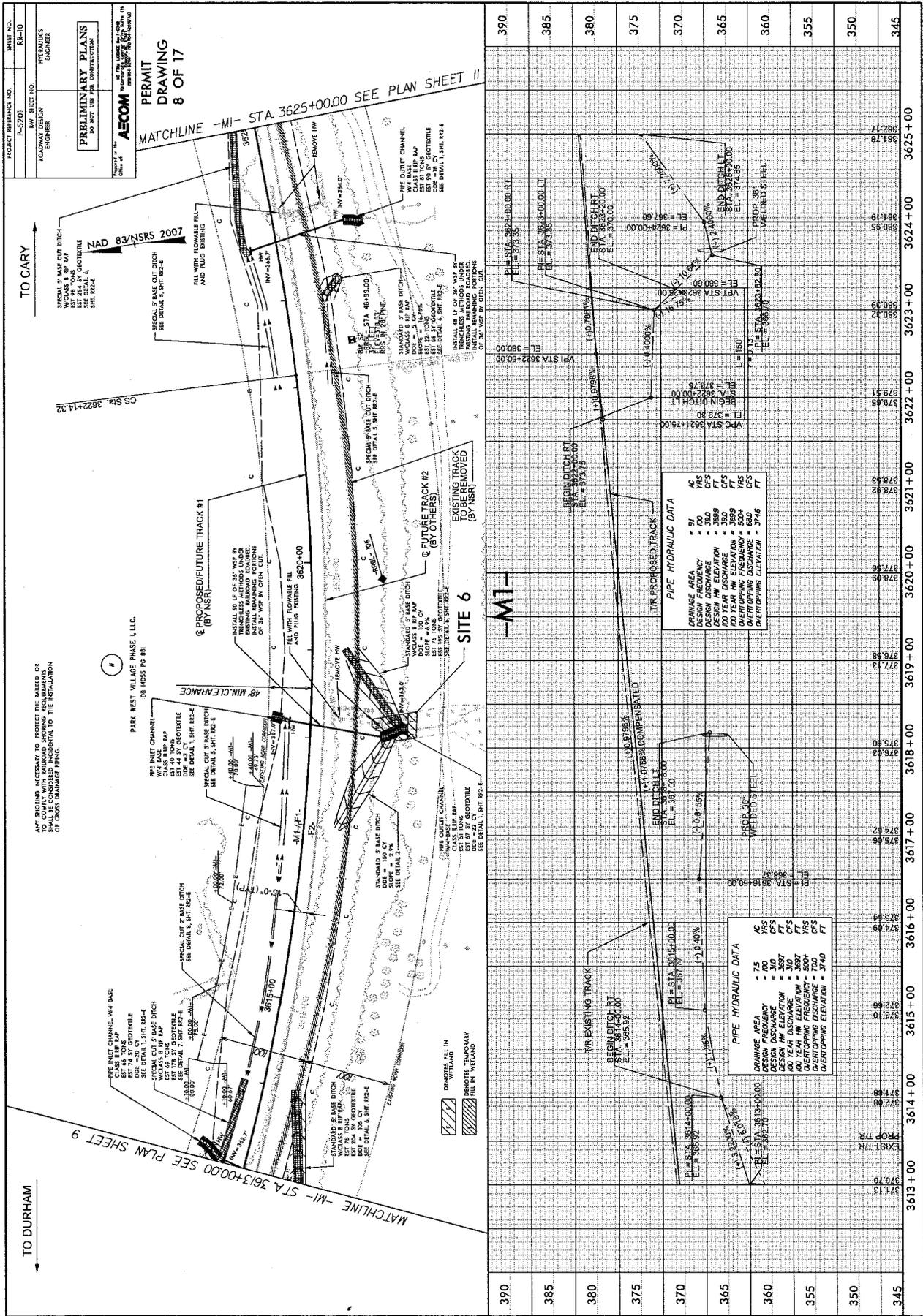
PIPE HYDRAULIC DATA

DRAINAGE AREA	= 750
DESIGN FREQUENCY	= 3004
DESIGN DISCHARGE	= 3004
DESIGN HW ELEVATION	= 3004
100 YEAR DISCHARGE	= 3004
100 YEAR HW ELEVATION	= 3004
OVERTOPPING FREQUENCY	= 3004
OVERTOPPING DISCHARGE	= 3004
OVERTOPPING ELEVATION	= 3027

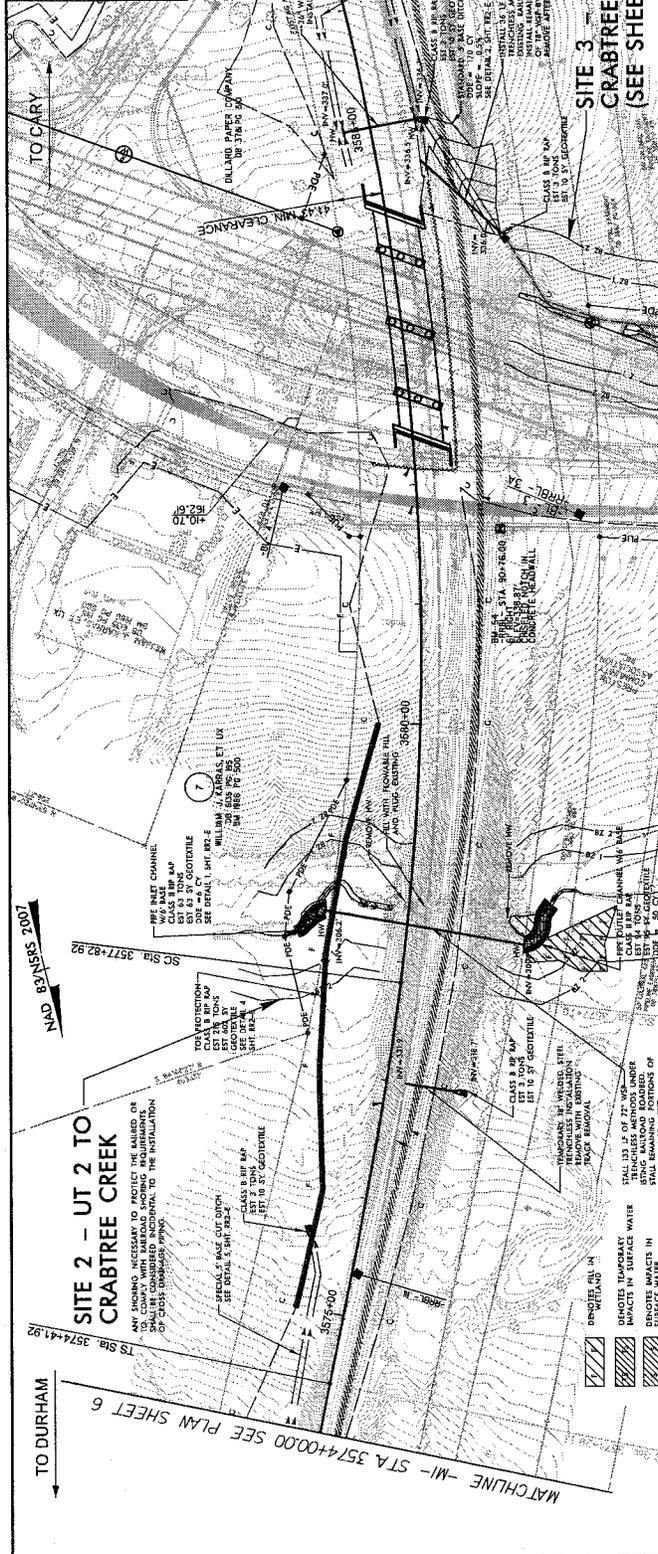
NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE DURING CONSTRUCTION.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION AFTER CONSTRUCTION IS COMPLETE.
 8. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS THROUGHOUT THE PROJECT.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 12. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE DURING CONSTRUCTION.
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION AFTER CONSTRUCTION IS COMPLETE.
 14. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS THROUGHOUT THE PROJECT.
 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 16. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 18. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE DURING CONSTRUCTION.
 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION AFTER CONSTRUCTION IS COMPLETE.
 20. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS THROUGHOUT THE PROJECT.



1. ROW REV. 11/05/2007
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PROJECT MESSAGE NO. 7-5201
 SHEET NO. RR-07
 ROADWAY DESIGN ENGINEER
 HYDRAULICS ENGINEER
PRELIMINARY PLANS
 DO NOT USE FOR CONSTRUCTION
PERMIT DRAWING
 12 OF 17
ACOM
 10000 W. 10TH AVENUE, SUITE 200
 DENVER, CO 80202
 (303) 750-1000



Station	345	340	335	330	325	320	315	310	305
345	345.00	344.98	344.96	344.94	344.92	344.90	344.88	344.86	344.84
340	343.80	343.78	343.76	343.74	343.72	343.70	343.68	343.66	343.64
335	342.60	342.58	342.56	342.54	342.52	342.50	342.48	342.46	342.44
330	341.40	341.38	341.36	341.34	341.32	341.30	341.28	341.26	341.24
325	340.20	340.18	340.16	340.14	340.12	340.10	340.08	340.06	340.04
320	339.00	338.98	338.96	338.94	338.92	338.90	338.88	338.86	338.84
315	337.80	337.78	337.76	337.74	337.72	337.70	337.68	337.66	337.64
310	336.60	336.58	336.56	336.54	336.52	336.50	336.48	336.46	336.44
305	335.40	335.38	335.36	335.34	335.32	335.30	335.28	335.26	335.24

PIPE HYDRAULIC DATA

DESIGN FREQUENCY	= 0.05
DESIGN DISCHARGE	= 100 CFS
100 YEAR DISCHARGE	= 200 CFS
100 YEAR HW ELEVATION	= 33.5 FT
100 YEAR DISCHARGE	= 300 CFS
OVERTOPPING ELEVATION	= 33.8 FT

PROPOSED BRIDGE

DRAINAGE AREA	= 0.3 AC
DESIGN DISCHARGE	= 20 CFS
DESIGN HW ELEVATION	= 33.8 FT
100 YEAR DISCHARGE	= 300 CFS
OVERTOPPING ELEVATION	= 34.0 FT

EXIST MORRISVILLE PKWY
 STA. 3584+27.01
 TO BE REMOVED
 (A) CROSSING

EXIST MORRISVILLE PKWY
 STA. 3583+23.86
 TO BE REMOVED
 (A) CROSSING

EXIST MORRISVILLE PKWY
 STA. 3582+27.01
 TO BE REMOVED
 (A) CROSSING

EXIST MORRISVILLE PKWY
 STA. 3581+23.86
 TO BE REMOVED
 (A) CROSSING

EXIST MORRISVILLE PKWY
 STA. 3580+27.01
 TO BE REMOVED
 (A) CROSSING

EXIST MORRISVILLE PKWY
 STA. 3579+23.86
 TO BE REMOVED
 (A) CROSSING

EXIST MORRISVILLE PKWY
 STA. 3578+27.01
 TO BE REMOVED
 (A) CROSSING

EXIST MORRISVILLE PKWY
 STA. 3577+23.86
 TO BE REMOVED
 (A) CROSSING

EXIST MORRISVILLE PKWY
 STA. 3576+27.01
 TO BE REMOVED
 (A) CROSSING

STATE	N.C.	PROJECT NUMBER	P-5201
CITY	RALEIGH	DATE	SEP 28 2012
DESIGNER	RR1	SCALE	AS SHOWN
PROJECT NAME	52000.1.STR031B PR-HSR-0006-(0-01-00) UTIL PE PE		
PROJECT NUMBER	43719.2.STR052701 RW		
PROJECT NAME	52000.3.STR014 UTIL CONST		

PERMIT DRAWING
1 OF 8



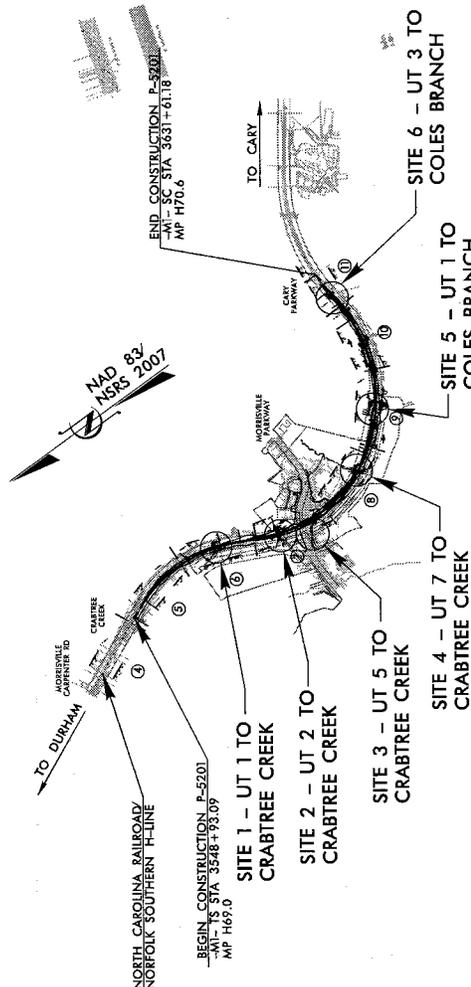
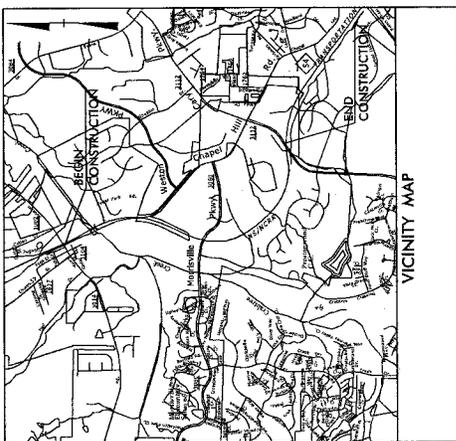
STATE OF NORTH CAROLINA
NCDOT RAIL DIVISION

WAKE COUNTY

LOCATION: FROM EAST OF CRABTREE CREEK (MP H69.0)
TO EAST OF NW CARY PARKWAY (MP H70.6)
ON THE NORTH CAROLINA RAILROAD /
NORFOLK SOUTHERN H-LINE

TYPE OF WORK: RAIL ROADBED CONSTRUCTION FOR RAILROAD
CURVE IMPROVEMENTS AND ROADBED WIDENING
FOR FUTURE SECOND MAIN LINE TRACK.
(INCLUDES GRADING, DRAINAGE AND STRUCTURES)

BUFFER IMPACTS PERMIT



PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

SUBMITTAL: RIGHT OF WAY
DATE: SEPTEMBER 28, 2012

HYDRAULICS ENGINEER

SEAL: _____ P.E.

RAIL ENGINEER

SEAL: _____ P.E.

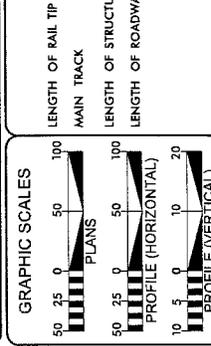
AECOM
701 Corporate Center Drive, Suite 415
Raleigh, NC 27603
919 854-4200

RIGHT OF WAY DATE:
SEPTEMBER 2012

LETTING DATE:
NOVEMBER 2013

PROJECT MANAGER: SANDRA STEPNEY, PE

PROJECT LENGTH	1.400 MILES
LENGTH OF RAIL TIP PROJECT P-5201	1.400 MILES
MAIN TRACK	0.037 MILES
LENGTH OF STRUCTURE	0.400 MILES
LENGTH OF ROADWAY TIP PROJECT	



CONTRACT: TIP PROJECT: P-5201

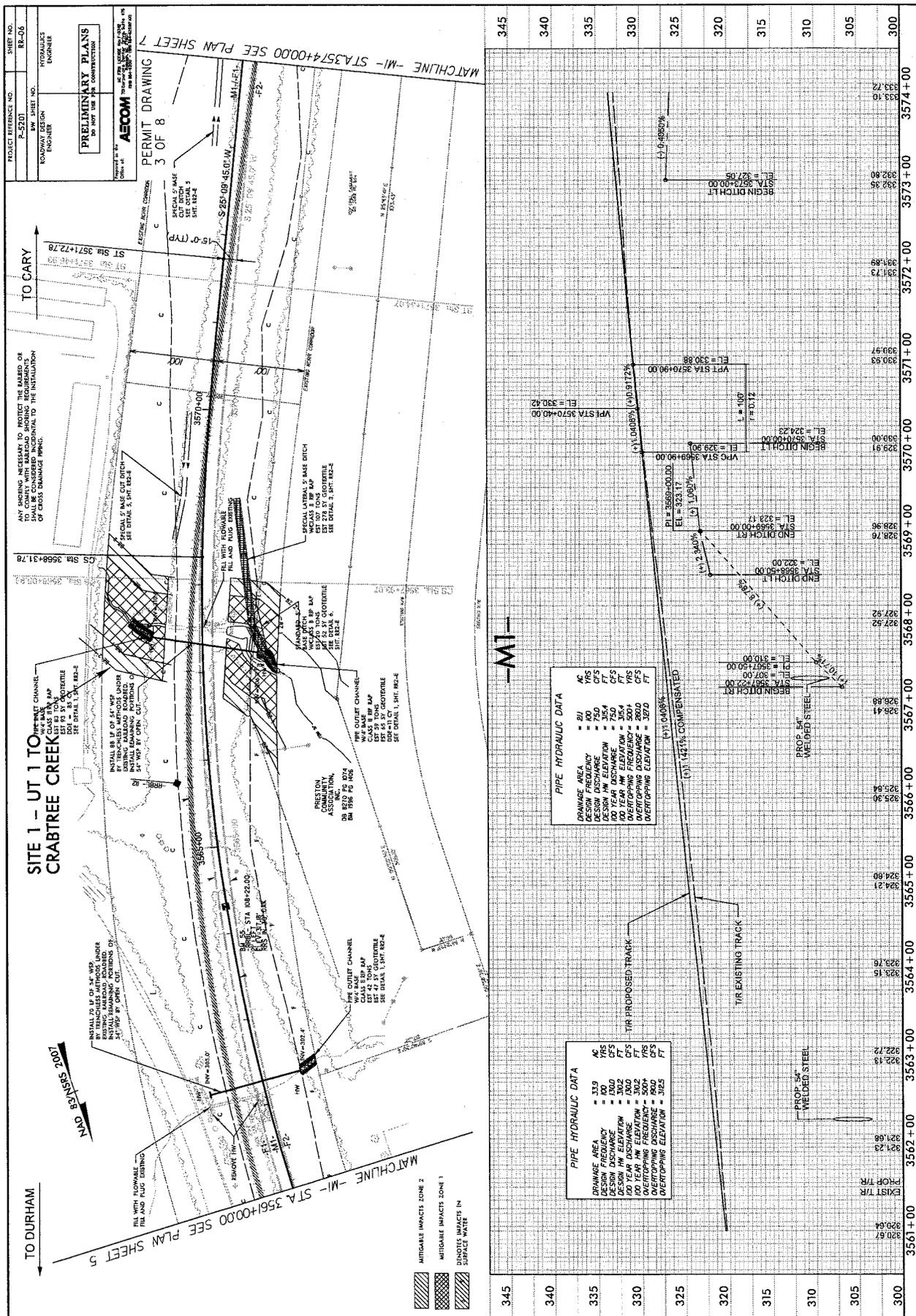
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R-71

BUFFER IMPACTS SUMMARY

SITE NO.	STRUCTURE SIZE / TYPE	STATION (FROM/TO)	IMPACT				MITIGABLE			BUFFER REPLACEMENT	
			TYPE		ALLOWABLE		ZONE 1 (ft ²)	ZONE 2 (ft ²)	TOTAL (ft ²)	ZONE 1 (ft ²)	ZONE 2 (ft ²)
			RAIL CROSSING	BRIDGE	PARALLEL IMPACT	ZONE 1 (ft ²)					
1	54" Welded Steel	3567+35 LT & RT	X				10697.4	6532.0	17229.4		
2	72" Welded Steel	3578+40 LT & RT	X			10598.4	5649.2	16247.6			
3	30" RCP					11015.1	6396.7	17411.8			
4	60" Welded Steel	3595+80 LT & RT	X			8383.1	5741.4	14124.5			
5	60" Welded Steel	3606+35 LT & RT	X			14469.7	9392.5	23862.2			
6	42" Welded Steel	3627+53 LT	X			5093.4	3368.3	8461.7			
TOTAL:						5093.4	3368.3	8461.7	55163.7	33711.8	88875.5

N.C. DEPT. OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 MORRISVILLE PARKWAY
 WAKE COUNTY
 PROJECT: 52100.3.STR01T4 (P-5201)
 MORRISVILLE PARKWAY GRADE SEPARATION
 7/16/2013
 SHEET 2 OF 8



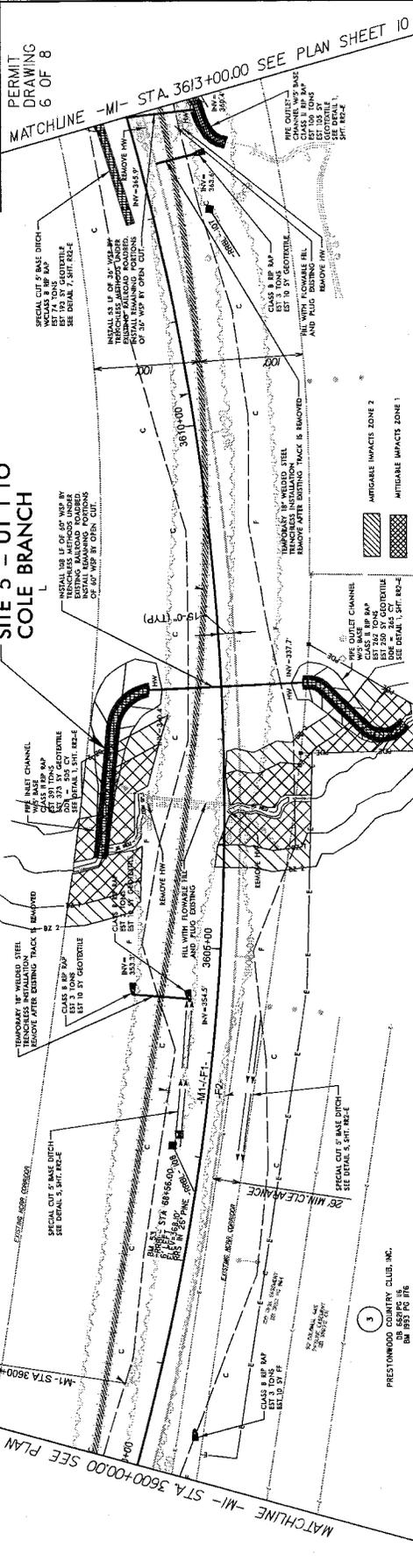
DATE: 11/14/2018
 TIME: 10:00 AM
 USER: JLM
 PROJECT: P-2201

PROJECT REFERENCE NO. REC-07
 PERMIT DRAWING 6 OF 8
 ROADWAY DESIGN ENGINEER
 PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION
 AECOM
 10000 RIVERCHASE DRIVE, SUITE 1000, DALLAS, TEXAS 75244
 PHONE: 972.960.8600 FAX: 972.960.8601

TO CARY
 NAD 83/NSRS 2007

ANY SHOULDER NECESSARY TO PROTECT THE BARBER ON TO COUNTY WITH RAILROAD SHOULDER REQUIREMENTS SHALL BE PERMANENT TO THE INSTALLATION OF CROSS DRAINAGE PIPING

TO DURHAM
 MATCHLINE -MI- STA. 3600+00.00 SEE PLAN SHEET 8



380	375	370	365	360	355	350	345	340	335
3613+00	3612+00	3611+00	3610+00	3609+00	3608+00	3607+00	3606+00	3605+00	3604+00
3603+00	3602+00	3601+00	3600+00	3599+00	3598+00	3597+00	3596+00	3595+00	3594+00
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2773+00	2772+00	2771+00	2770+00	2769+00	2768+00	2767+00	2766+00	2765+00	2764+00
2763+00	2762+00	2761+							

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet – Strain R
Weeping Lovegrass	Clover – Red/White/Crimson
Carpetgrass	

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

Common or Sweet Sundangrass

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

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

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Wake County

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.

Centipede grass
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.

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Wake County

STANDARD SPECIAL PROVISION**AWARD OF CONTRACT**

(6-28-77)

Z-6

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

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

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

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

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Wake County

SMSA AreasArea 5720 26.6%
Currituck CountyArea 9200 20.7%
Brunswick County
New Hanover CountyArea 2560 24.2%
Cumberland CountyArea 6640 22.8%
Durham County
Orange County
Wake CountyArea 1300 16.2%
Alamance CountyArea 3120 16.4%
Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin CountyArea 1520 18.3%
Gaston County
Mecklenburg County
Union CountyGoals 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:
- The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
- The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- The records kept by the contractor shall document the following:
 - The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(i) 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 contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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 NC130094 01/04/2013 NC94

Z-94

Date: January 4, 2013

General Decision Number: NC130094 01/04/2013 NC94

Superseded General Decision Numbers: NC20120094

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Franklin	Johnston	Wake
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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

C203255 (P-5201)

25

Wake County

SUNC2011-075 09/16/2011

	Rates	Fringes
CARPENTER (Form Work Only)		
Franklin and Johnston Counties	13.40	
Wake County	12.78	
CEMENT MASON/CONCRETE FINISHER	14.52	
IRONWORKER (Reinforcing)	14.88	
LABORER		
Asphalt, Asphalt Distributor, Raker, and Spreader	12.97	
Common or General		
Franklin County	10.64	
Johnston County	10.80	
Wake County	10.61	
Concrete Saw	13.52	
Landscape	8.54	
Luteman	12.73	
Mason Tender (Cement/Concrete)	11.43	
Pipelayer	12.07	
Traffic Control (Cone Setter)	12.29	
Traffic Control (Flagger)	9.89	
POWER EQUIPMENT OPERATORS		
Backhoe/Excavator/Trackhoe		
Franklin and Johnston Counties	15.44	
Wake County	15.12	
Broom/Sweeper	13.97	
Bulldozer	15.63	
Crane	19.92	
Curb Machine	14.43	
Distributor	15.65	
Drill	18.28	
Grader/Blade	15.73	
Loader	14.40	
Mechanic	18.61	
Milling Machine	14.38	
Oiler	14.72	
Paver	15.58	
Roller	13.50	
Scraper	14.35	
Screed	15.15	
Tractor	14.47	
TRUCK DRIVER		
Distributor	16.75	
Dump Truck	12.64	
Flatbed Truck	15.02	
Lowboy Truck	14.83	
Off the Road Truck	13.78	
Single Axle Truck	12.13	
Tack Truck	16.51	
Water Truck	13.39	

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 : Wake

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	0022000000-E	225	UNCLASSIFIED EXCAVATION	160,000 CY		
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB-BING	1 ACR		
0005	0057000000-E	226	UNDERCUT EXCAVATION	2,050 CY		
0006	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0007	0134000000-E	240	DRAINAGE DITCH EXCAVATION	1,890 CY		
0008	0194000000-E	SP	SELECT GRANULAR MATERIAL, CLASS III	800 CY		
0009	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA-TION	3,000 SY		
0010	0223000000-E	275	ROCK PLATING	2,650 SY		
0011	0318000000-E	300	FOUNDATION CONDITIONING MATE-RIAL, MINOR STRUCTURES	424 TON		
0012	0320000000-E	300	FOUNDATION CONDITIONING GEO-TEXTILE	1,050 SY		
0013	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	72 LF		
0014	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	88 LF		
0015	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1,392 LF		
0016	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	128 LF		
0017	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	568 LF		
0018	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	268 LF		
0019	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	12 LF		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0020	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	108 LF		
0021	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	50 LF		
0022	0986000000-E	SP	GENERIC PIPE ITEM 18" WLD STL PIPE,0.312" THICK GRADE B, IN SOIL	115 LF		
0023	0986000000-E	SP	GENERIC PIPE ITEM 18" WLD STL PIPE,0.312" THICK GRADE B, NOT IN SOIL	117 LF		
0024	0986000000-E	SP	GENERIC PIPE ITEM 18" WLD STL PIPE,0.312" THICK, GRADE B, OPEN CUT	52 LF		
0025	0986000000-E	SP	GENERIC PIPE ITEM 36" WLD STL PIPE,0.532" THICK GRADE B, IN SOIL	134 LF		
0026	0986000000-E	SP	GENERIC PIPE ITEM 36" WLD STL PIPE,0.532" THICK GRADE B, NOT IN SOIL	138 LF		
0027	0986000000-E	SP	GENERIC PIPE ITEM 36" WLD STL PIPE,0.532" THICK, GRADE B, OPEN CUT	219 LF		
0028	0986000000-E	SP	GENERIC PIPE ITEM 42" WLD STL PIPE,0.625" THICK GRADE B, IN SOIL	35 LF		
0029	0986000000-E	SP	GENERIC PIPE ITEM 42" WLD STL PIPE,0.625" THICK GRADE B, NOT IN SOIL	36 LF		
0030	0986000000-E	SP	GENERIC PIPE ITEM 42" WLD STL PIPE,0.625" THICK, GRADE B, OPEN CUT	5 LF		
0031	0986000000-E	SP	GENERIC PIPE ITEM 54" WLD STL PIPE,0.781" THICK GRADE B, IN SOIL	79 LF		
0032	0986000000-E	SP	GENERIC PIPE ITEM 54" WLD STL PIPE,0.781" THICK GRADE B, NOT IN SOIL	79 LF		
0033	0986000000-E	SP	GENERIC PIPE ITEM 54" WLD STL PIPE,0.781" THICK GRADE B, OPEN CUT	70 LF		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0034	0986000000-E	SP	GENERIC PIPE ITEM 60" WLD STL PIPE,0.844" THICK GRADE B, IN SOIL	113 LF		
0035	0986000000-E	SP	GENERIC PIPE ITEM 60" WLD STL PIPE,0.844" THICK GRADE B, NOT IN SOIL	113 LF		
0036	0986000000-E	SP	GENERIC PIPE ITEM 60" WLD STL PIPE,0.844" THICK, GRADE B, OPEN CUT	68 LF		
0037	0986000000-E	SP	GENERIC PIPE ITEM 72" WLD STL PIPE,1.0" THICK GRADE B, IN SOIL	66 LF		
0038	0986000000-E	SP	GENERIC PIPE ITEM 72" WLD STL PIPE,1.0" THICK GRADE B, NOT IN SOIL	67 LF		
0039	0986000000-E	SP	GENERIC PIPE ITEM 72" WLD STL PIPE,1.0" THICK, GRADE B, OPEN CUT	35 LF		
0040	0995000000-E	340	PIPE REMOVAL	1,700 LF		
0041	1099500000-E	505	SHALLOW UNDERCUT	300 CY		
0042	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	600 TON		
0043	1220000000-E	545	INCIDENTAL STONE BASE	500 TON		
0044	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	6,200 SY		
0045	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	3,740 TON		
0046	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	2,120 TON		
0047	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,960 TON		
0048	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	445 TON		
0049	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	28 TON		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0050	1891000000-E	SP	GENERIC PAVING ITEM EMERGENCY VEHICLE CROSSOVER	64 SY		
0051	2000000000-N	806	RIGHT OF WAY MARKERS	20 EA		
0052	2209000000-E	838	ENDWALLS	36 CY		
0053	2220000000-E	838	REINFORCED ENDWALLS	60 CY		
0054	2253000000-E	840	PIPE COLLARS	1 CY		
0055	2275000000-E	SP	FLOWABLE FILL	140 CY		
0056	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	33 EA		
0057	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	39 LF		
0058	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	1 EA		
0059	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	4 EA		
0060	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	11 EA		
0061	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	14 EA		
0062	2396000000-N	840	FRAME WITH COVER, STD 840.54	3 EA		
0063	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	2 EA		
0064	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	3,790 LF		
0065	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	4,810 LF		
0066	2591000000-E	848	4" CONCRETE SIDEWALK	1,820 SY		
0067	2605000000-N	848	CONCRETE CURB RAMP	22 EA		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0068	2627000000-E	852	4" CONCRETE ISLAND COVER	270 SY		
0069	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	20 SY		
0070	2724000000-E	857	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED	100 LF		
0071	3000000000-N	SP	IMPACT ATTENUATOR UNIT, TYPE 350	2 EA		
0072	3030000000-E	862	STEEL BM GUARDRAIL	600 LF		
0073	3045000000-E	862	STEEL BM GUARDRAIL, SHOP CURVED	150 LF		
0074	3105000000-N	862	STEEL BM GUARDRAIL TERMINAL SECTIONS	4 EA		
0075	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA		
0076	3317000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE B-77	4 EA		
0077	3575000000-E	SP	GENERIC FENCING ITEM VINYL COATED CHAIN LINK FENCE, 48" FABRIC (WALL MOUNTED)	384 LF		
0078	3635000000-E	876	RIP RAP, CLASS II	1,511 TON		
0079	3649000000-E	876	RIP RAP, CLASS B	1,255 TON		
0080	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	5,705 SY		
0081	3885000000-E	SP	GENERIC TRACKWORK ITEM SUB-BALLAST	19,750 TON		
0082	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	114.75 SF		
0083	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (F)	6.19 SF		
0084	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	343 LF		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0085	4078000000-E	903	SUPPORTS, 2-LB STEEL U-CHANNEL	3 EA		
0086	4102000000-N	904	SIGN ERECTION, TYPE E	17 EA		
0087	4108000000-N	904	SIGN ERECTION, TYPE F	1 EA		
0088	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (D)	2 EA		
0089	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	6 EA		
0090	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	20 EA		
0091	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	6 EA		
0092	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	394 SF		
0093	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	288 SF		
0094	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	93 SF		
0095	4415000000-N	1115	FLASHING ARROW BOARD	2 EA		
0096	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA		
0097	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	28 DAY		
0098	4430000000-N	1130	DRUMS	120 EA		
0099	4445000000-E	1145	BARRICADES (TYPE III)	128 LF		
0100	4450000000-N	1150	FLAGGER	112 HR		
0101	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	2 EA		
0102	4480000000-N	1165	TMA	1 EA		
0103	4485000000-E	1170	PORTABLE CONCRETE BARRIER	178 LF		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0104	4510000000-N	SP	LAW ENFORCEMENT	40 HR		
0105	4516000000-N	1180	SKINNY DRUM	50 EA		
0106	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	240 EA		
0107	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	493 LF		
0108	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	10,021 LF		
0109	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	301 LF		
0110	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	1,213 LF		
0111	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	373 LF		
0112	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	38 EA		
0113	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	30,439 LF		
0114	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	2,265 LF		
0115	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	244 LF		
0116	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	20 EA		
0117	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	82 EA		
0118	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	10,622 LF		
0119	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	874 LF		
0120	4865000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	64 LF		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0121	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	42	LF	
0122	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	7	EA	
0123	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	300	EA	
0124	4915000000-E	1264	7' U-CHANNEL POSTS	6	EA	
0125	4955000000-N	1264	OBJECT MARKERS (END OF ROAD)	6	EA	
0126	5326200000-E	1510	12" WATER LINE	1,577	LF	
0127	5326600000-E	1510	16" WATER LINE	120	LF	
0128	5558000000-E	1515	12" VALVE	2	EA	
0129	5572200000-E	1515	12" TAPPING VALVE	2	EA	
0130	5648000000-N	1515	RELOCATE WATER METER	2	EA	
0131	5649000000-N	1515	RECONNECT WATER METER	1	EA	
0132	5653100000-E	1515	RELOCATE *** DCV BACKFLOW PREVENTION ASSEMBLY (1-1/2")	1	EA	
0133	5672000000-N	1515	RELOCATE FIRE HYDRANT	1	EA	
0134	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,345	LF	
0135	5810000000-E	1530	ABANDON 16" UTILITY PIPE	117	LF	
0136	5836000000-E	1540	24" ENCASEMENT PIPE	200	LF	
0137	5872200000-E	1550	TRENCHLESS INSTALLATION OF 24" IN SOIL	40	LF	
0138	5872210000-E	1550	TRENCHLESS INSTALLATION OF 24" NOT IN SOIL	40	LF	
0139	6000000000-E	1605	TEMPORARY SILT FENCE	2,400	LF	

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0140	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	1,570 TON		
0141	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	3,380 TON		
0142	6012000000-E	1610	SEDIMENT CONTROL STONE	2,205 TON		
0143	6015000000-E	1615	TEMPORARY MULCHING	70 ACR		
0144	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1,450 LB		
0145	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	6 TON		
0146	6024000000-E	1622	TEMPORARY SLOPE DRAINS	1,100 LF		
0147	6029000000-E	SP	SAFETY FENCE	100 LF		
0148	6030000000-E	1630	SILT EXCAVATION	4,940 CY		
0149	6036000000-E	1631	MATTING FOR EROSION CONTROL	32,400 SY		
0150	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	155 SY		
0151	6042000000-E	1632	1/4" HARDWARE CLOTH	1,850 LF		
0152	6071010000-E	SP	WATTLE	625 LF		
0153	6071012000-E	SP	COIR FIBER WATTLE	2,025 LF		
0154	6071020000-E	SP	POLYACRYLAMIDE (PAM)	1,350 LB		
0155	6071030000-E	1640	COIR FIBER BAFFLE	200 LF		
0156	6084000000-E	1660	SEEDING & MULCHING	48 ACR		
0157	6087000000-E	1660	MOWING	25 ACR		
0158	6090000000-E	1661	SEED FOR REPAIR SEEDING	700 LB		
0159	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	2.25 TON		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0160	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	1,175 LB		
0161	6108000000-E	1665	FERTILIZER TOPDRESSING	34.75 TON		
0162	6111000000-E	SP	IMPERVIOUS DIKE	25 LF		
0163	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0164	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	125 EA		
0165	6120000000-E	SP	CULVERT DIVERSION CHANNEL	25 CY		
0166	6132000000-N	SP	GENERIC EROSION CONTROL ITEM SUPPLEMENTAL RESPONSE FOR EROSION CONTROL	10 EA		
0167	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	10 EA		
0168	7060000000-E	1705	SIGNAL CABLE	6,625 LF		
0169	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	23 EA		
0170	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	6 EA		
0171	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1 EA		
0172	7216000000-N	1705	MODIFY EXISTING VEHICLE SIGNAL HEAD	14 EA		
0173	7264000000-E	1710	MESSENGER CABLE (3/8")	480 LF		
0174	7279000000-E	1715	TRACER WIRE	1,900 LF		
0175	7288000000-E	1715	PAVED TRENCHING (***** (1, 2")	10 LF		
0176	7300000000-E	1715	UNPAVED TRENCHING (***** (1, 2")	2,200 LF		
0177	7300000000-E	1715	UNPAVED TRENCHING (***** (2, 2")	30 LF		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0178	7301000000-E	1715	DIRECTIONAL DRILL (***** (1, 2"))	880 LF		
0179	7301000000-E	1715	DIRECTIONAL DRILL (***** (2, 2"))	140 LF		
0180	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	13 EA		
0181	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	17 EA		
0182	7360000000-N	1720	WOOD POLE	4 EA		
0183	7372000000-N	1721	GUY ASSEMBLY	8 EA		
0184	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1 EA		
0185	7420000000-E	1722	2" RISER WITH WEATHERHEAD	6 EA		
0186	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	3,150 LF		
0187	7456000000-E	1726	LEAD-IN CABLE (***** (14-2))	3,625 LF		
0188	7516000000-E	1730	COMMUNICATIONS CABLE (**FIBER) (24)	1,600 LF		
0189	7528000000-E	1730	DROP CABLE	525 LF		
0190	7540000000-N	1731	SPLICE ENCLOSURE	2 EA		
0191	7541000000-N	1731	MODIFY SPLICE ENCLOSURE	1 EA		
0192	7552000000-N	1731	INTERCONNECT CENTER	1 EA		
0193	7588000000-N	SP	METAL POLE WITH SINGLE MAST ARM	4 EA		
0194	7613000000-N	SP	SOIL TEST	4 EA		
0195	7614100000-E	SP	DRILLED PIER FOUNDATION	28 CY		
0196	7631000000-N	SP	MAST ARM WITH METAL POLE DESIGN	4 EA		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0197	7636000000-N	1745	SIGN FOR SIGNALS	13 EA		
0198	7642100000-N	1743	TYPE I POST WITH FOUNDATION	1 EA		
0199	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	3 EA		
0200	7684000000-N	1750	SIGNAL CABINET FOUNDATION	2 EA		
0201	7852000000-N	1751	DETECTOR CARD (NEMA TS-2)	10 EA		
0202	7980000000-N	SP	GENERIC SIGNAL ITEM CCTV CABINET	2 EA		
0203	7980000000-N	SP	GENERIC SIGNAL ITEM CCTV CAMERA ASSEMBLY	2 EA		
0204	7980000000-N	SP	GENERIC SIGNAL ITEM CCTV WOOD POLE	2 EA		
0205	7980000000-N	SP	GENERIC SIGNAL ITEM CONTROLLER W/ CABINET (2070LN, TS-2 CABINET, BASE MOUNTED)	2 EA		
0206	7980000000-N	SP	GENERIC SIGNAL ITEM FIBER OPTIC VIDEO RECEIVER WITH DATA	2 EA		
0207	7980000000-N	SP	GENERIC SIGNAL ITEM FIBER OPTIC VIDEO TRANSMITTER WITH DATA	2 EA		
0208	7980000000-N	SP	GENERIC SIGNAL ITEM MODIFY EXISTING ELECTRICAL SERVICE FOR CCTV	1 EA		
0209	7980000000-N	SP	GENERIC SIGNAL ITEM NEW ELECTRICAL SERVICE FOR CCTV	1 EA		
0238	0234000000-E	SP	GENERIC GRADING ITEM BLIND DRAIN EXCAVATION	300 CY		
0239	0234000000-E	SP	GENERIC GRADING ITEM SHOULDER DRAIN AGGREGATE, #57 STONE	200 CY		
0240	0241000000-E	SP	GENERIC GRADING ITEM GEOTEXTILE FOR SUBSURFACE DRAINS, TYPE 2	1,300 SY		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0241	0255000000-E	SP	GENERIC GRADING ITEM SURGE STONE	4,000 TON		
WALL ITEMS						
0210	8802010000-E	SP	SOIL NAIL RETAINING WALLS	6,900 SF		
0211	8802015100-N	SP	SOIL NAIL VERIFICATION TESTS	30 EA		
0212	8802015110-N	SP	SOIL NAIL PROOF TESTS	3 EA		
STRUCTURE ITEMS						
0213	8096000000-E	450	PILE EXCAVATION IN SOIL	694 LF		
0214	8097000000-E	450	PILE EXCAVATION NOT IN SOIL	666 LF		
0215	8105500000-E	411	***_***" DIA DRILLED PIERS IN SOIL (6'-0")	47 LF		
0216	8105600000-E	411	***_***" DIA DRILLED PIERS NOT IN SOIL (6'-0")	81 LF		
0217	8113000000-N	411	SID INSPECTIONS	1 EA		
0218	8115000000-N	411	CSL TESTING	1 EA		
0219	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVA- TION AT STATION ***** (3583+33.86-M1-)	Lump Sum	L.S.	
0220	8175000000-E	420	CLASS AA CONCRETE (BRIDGE)	494.8 CY		
0221	8217000000-E	425	REINFORCING STEEL (BRIDGE)	119,694 LB		
0222	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	23,573 LB		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0223	8364000000-E	450	HP12X53 STEEL PILES	2,058 LF		
0224	8453000000-E	454	METHOD B DAMPPROOFING	195 SY		
0225	8517000000-E	460	1'-****X ***** CONCRETE PARA- PET (1'-0" x 1'-9")	376.7 LF		
0226	8531000000-E	462	4" SLOPE PROTECTION	798.3 SY		
0227	8860000000-N	SP	GENERIC STRUCTURE ITEM CONDUIT IN PARAPET	Lump Sum	L.S.	
0228	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING STRUCTURAL STEEL	Lump Sum	L.S.	
0229	8860000000-N	SP	GENERIC STRUCTURE ITEM SELF LUBRICATING EXPANSION BEARING ASSEMBLIES	Lump Sum	L.S.	
0230	8860000000-N	SP	GENERIC STRUCTURE ITEM STRUCTURAL STEEL APPROX. 610,900 LBS.	Lump Sum	L.S.	
0231	8860000000-N	SP	GENERIC STRUCTURE ITEM STRUCTURE DRAINAGE SYSTEM	Lump Sum	L.S.	
0232	8860000000-N	SP	GENERIC STRUCTURE ITEM TEMPORARY RAILROAD SHORING	Lump Sum	L.S.	
0233	8867000000-E	SP	GENERIC STRUCTURE ITEM METAL HANDRAIL	453.7 LF		
0234	8892000000-E	SP	GENERIC STRUCTURE ITEM REINFORCED CONCRETE DECK SLAB	6,975 SF		
0235	8893000000-E	SP	GENERIC STRUCTURE ITEM MEMBRANE LAYER WATERPROOFING SYSTEM FOR DECK	761 SY		
0236	8893000000-E	SP	GENERIC STRUCTURE ITEM ONE INCH ASPHALT PLANKING PROTECTIVE COURSE FOR DECK	761 SY		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0237	8893000000-E	SP	GENERIC STRUCTURE ITEM TWO PART MEMBRANE WATERPROOFING SYSTEM	40 SY		

1434/Dec10/Q548149.44/D1130252122210/E241

Total Amount Of Bid For Entire Project :

**Vendor 1 of 5: FSC II LLC DBA FRED SMITH COMPANY (5072)
Call Order 006 (Proposal: C203255)**

Bid Information

County: WAKE
Address: 6105 Chapel Hill Road
Raleigh, NC, 27607
Signature Check: Thomas_T_Johnson_Jr_5072
Time Bid Received: December 17, 2013 01:43 PM
Amendment Count: 1

Bid Checksum: ED21033B
Bid Total: \$13,652,517.54 ✓
Items Total: \$13,652,517.54 ✓
Time Total: \$0.00

Bidding Errors:

DBE Warning : DBE Warning: DBE Commitment Goal not met

DBE Goal Set 10.0
DBE Goal Obt. 6.4

**Vendor 1 of 5: FSC II LLC DBA FRED SMITH COMPANY (5072)
Call Order 006 (Proposal: C203255)**

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC13817610	Agency Execution Date: 12/9/2013 3
Paid by Check: No	Surety Name: surety2000
Bond Percent: 5%	Bond Agency Name: Western Surety Company

Vendor 5072's Bid Information for Call 006, Letting L131217, 12/17/13

FSCIILLCDBA Fred Smith Company (5072)
 Call Order 006 (Proposal ID C203255)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
4898 WB	BULLINGTON CONSTRUCTION INC 417 FOXGLOVE LANE , INDIAN TRAIL, NC 28079		Sub 47,240.00	Committed
12291 WB	CERTIFIED CONCRETE CONSTRUCTION 10416 CHAPEL HILL ROAD , MORRISVILLE, NC 27560		Sub 196,682.33	Committed
3080 WB	CURTIN TRUCKING & DRAINAGE, INC POST OFFICE BOX 38220 , CHARLOTTE, NC 282781003		Sub 12,500.00	Committed
2095 WB	PARRISH CO INC 501 BETHLEHEM PIKE , PARIS, KY 40361		Sub 225,314.50	Committed
12393 WB	ROYALS CONTRACTING, INC. 8601 BAREFOOT INDUSTRIAL RD , RALEIGH, NC 27617		Sub 28,210.00	Committed
4761 WB	TRAFFIC CONTROL SAFETY SERVICES POST OFFICE BOX 24511 , WINSTON-SALEM, NC 27114		Sub 21,691.25	Committed
9210 MB	AUSTIN TRUCKING, LLC P.O. BOX 606 , CLAYTON, NC 27528		Sub 340,862.85	Committed
			TOTAL: \$872,500.93	
			6.39%	

Vendor 5072's Bid Information for Call 006, Letting L131217, 12/17/13

FSCIILLCDBA Fred Smith Company (5072)
 Call Order 006 (Proposal ID C203255)

Miscellaneous Data Info - Contractor Responses:

NON-COLLUSION AND DEBARMENT CERTIFICATION

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

Explanation:
 NOT ANSWERED
 NOT ANSWERED
 NOT ANSWERED
 NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

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

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

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	

NOT ANSWERED
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED

Bid Bond Data Info - Contractor Responses:

=====

BondID: SNC13817610
Surety Registry Agency: surety2000
Verified?: Yes
Surety Agency: Western Surety Company
Bond Execution Date: 12/9/2013 3
Bond Amount: \$682,625.88 (Five Percent of Bid)

Contract ID: C203255

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 12-17-13 Call Order: 006

Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATIO N	LUMP	LUMP	670,000.00
0002	0000400000-N CONSTRUCTIO N SURVEYING	LUMP	LUMP	45,000.00
0003	0022000000-E UNCLASSIFIE D EXCAVATION	160,000.000 CY	12.50000	2,000,000.00
0004	0050000000-E SUPPLEMENTA RY CLEARING & GRUB-BING	1.000 ACR	7,500.00000	7,500.00
0005	0057000000-E UNDERCUT EXCAVATION	2,050.000 CY	21.00000	43,050.00
0006	0063000000-N GRADING	LUMP	LUMP	2,086,000.00
0007	0134000000-E DRAINAGE DITCH EXCAVATION	1,890.000 CY	8.00000	15,120.00
0008	0194000000-E SELECT GRANULAR MATERIAL, CLASS III	800.000 CY	20.00000	16,000.00
0009	0196000000-E GEOTEXTILE FOR SOIL STABILIZA-TION	3,000.000 SY	3.00000	9,000.00
0010	0223000000-E ROCK PLATING	2,650.000 SY	50.00000	132,500.00
0011	0318000000-E FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	424.000 TON	30.00000	12,720.00

Contract ID: C203255

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 12-17-13 Call Order: 006

Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Cts
0012	0320000000-E FOUNDATION CONDITIONING GEO- TEXTILE SY	1,050.000	1.80000	1,890.00
0013	0366000000-E 15" RC PIPE CULVERTS, CLASS III LF	72.000	45.00000	3,240.00
0014	0384000000-E 30" RC PIPE CULVERTS, CLASS III LF	88.000	60.00000	5,280.00
0015	0448200000-E 15" RC PIPE CULVERTS, CLASS IV LF	1,392.000	44.00000	61,248.00
0016	0448300000-E 18" RC PIPE CULVERTS, CLASS IV LF	128.000	55.00000	7,040.00
0017	0448400000-E 24" RC PIPE CULVERTS, CLASS IV LF	568.000	50.00000	28,400.00
0018	0448500000-E 30" RC PIPE CULVERTS, CLASS IV LF	268.000	70.00000	18,760.00
0019	0448700000-E 42" RC PIPE CULVERTS, CLASS IV LF	12.000	400.00000	4,800.00
0020	0582000000-E 15" CS PIPE CULVERTS, 0.064" THICK LF	108.000	38.00000	4,104.00
0021	0594000000-E 24" CS PIPE CULVERTS, 0.064" THICK LF	50.000	45.00000	2,250.00
0022	0986000000-E GENERIC PIPE ITEM 18" WLD STL PIPE, 0.312" THICK GRADE B, IN SOIL LF	115.000	320.00000	36,800.00

Contract ID: C203255

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 12-17-13 Call Order: 006

Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0023	0986000000-E GENERIC PIPE ITEM 18" WLD STL PIPE,0.312" THICK GRADE B, NOT IN SOIL	117.000 LF	100.00000		11,700.00	
0024	0986000000-E GENERIC PIPE ITEM 18" WLD STL PIPE,0.312" THICK, GRADE B, OPEN CUT	52.000 LF	80.00000		4,160.00	
0025	0986000000-E GENERIC PIPE ITEM 36" WLD STL PIPE,0.532" THICK GRADE B, IN SOIL	134.000 LF	500.00000		67,000.00	
0026	0986000000-E GENERIC PIPE ITEM 36" WLD STL PIPE,0.532" THICK GRADE B, NOT IN SOIL	138.000 LF	205.00000		28,290.00	
0027	0986000000-E GENERIC PIPE ITEM 36" WLD STL PIPE,0.532" THICK, GRADE B, OPEN CUT	219.000 LF	200.00000		43,800.00	
0028	0986000000-E GENERIC PIPE ITEM 42" WLD STL PIPE,0.625" THICK GRADE B, IN SOIL	35.000 LF	460.00000		16,100.00	
0029	0986000000-E GENERIC PIPE ITEM 42" WLD STL PIPE,0.625" THICK GRADE B, NOT IN SOIL	36.000 LF	460.00000		16,560.00	
0030	0986000000-E GENERIC PIPE ITEM 42" WLD STL PIPE,0.625" THICK, GRADE B, OPEN CUT	5.000 LF	260.00000		1,300.00	
0031	0986000000-E GENERIC PIPE ITEM 54" WLD STL PIPE,0.781" THICK GRADE B, IN SOIL	79.000 LF	900.00000		71,100.00	

Contract ID: C203255

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 12-17-13 Call Order: 006

Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0032	0986000000-E GENERIC PIPE ITEM 54" WLD STL PIPE,0.781" THICK GRADE B, NOT IN SOIL	79.000 LF	550.00000		43,450.00	
0033	0986000000-E GENERIC PIPE ITEM 54" WLD STL PIPE,0.781" THICK GRADE B, OPEN CUT	70.000 LF	400.00000		28,000.00	
0034	0986000000-E GENERIC PIPE ITEM 60" WLD STL PIPE,0.844" THICK GRADE B, IN SOIL	113.000 LF	1,200.00000		135,600.00	
0035	0986000000-E GENERIC PIPE ITEM 60" WLD STL PIPE,0.844" THICK GRADE B, NOT IN SOIL	113.000 LF	700.00000		79,100.00	
0036	0986000000-E GENERIC PIPE ITEM 60" WLD STL PIPE,0.844" THICK, GRADE B, OPEN CUT	68.000 LF	450.00000		30,600.00	
0037	0986000000-E GENERIC PIPE ITEM 72" WLD STL PIPE,1.0" THICK GRADE B, IN SOIL	66.000 LF	1,600.00000		105,600.00	
0038	0986000000-E GENERIC PIPE ITEM 72" WLD STL PIPE,1.0" THICK GRADE B, NOT IN SOIL	67.000 LF	900.00000		60,300.00	
0039	0986000000-E GENERIC PIPE ITEM 72" WLD STL PIPE,1.0" THICK, GRADE B, OPEN CUT	35.000 LF	700.00000		24,500.00	
0040	0995000000-E PIPE REMOVAL	1,700.000 LF	10.00000		17,000.00	
0041	1099500000-E SHALLOW UNDERCUT	300.000 CY	20.00000		6,000.00	

State of NC
Dept of Transportation

Date: 11-19-13
Revised: 12-10-13

Contract ID: C203255

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 12-17-13 Call Order: 006

Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0042	1099700000-E CLASS IV SUBGRADE STABILIZATION	600.000 TON	17.00000		10,200.00	
0043	1220000000-E INCIDENTAL STONE BASE	500.000 TON	27.00000		13,500.00	
0044	1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (1-1/2")	6,200.000 SY	4.50000		27,900.00	
0045	1489000000-E ASPHALT CONC BASE COURSE, TYPE B25.0B	3,740.000 TON	35.00000		130,900.00	
0046	1498000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	2,120.000 TON	31.00000		65,720.00	
0047	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,960.000 TON	36.00000		106,560.00	
0048	1575000000-E ASPHALT BINDER FOR PLANT MIX	445.000 TON	610.00000		271,450.00	
0049	1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR	28.000 TON	280.00000		7,840.00	
0050	1891000000-E GENERIC PAVING ITEM EMERGENCY VEHICLE CROSSOVER	64.000 SY	70.00000		4,480.00	
0051	2000000000-N RIGHT OF WAY MARKERS	20.000 EA	190.00000		3,800.00	
0052	2209000000-E ENDWALLS	36.000 CY	1,000.00000		36,000.00	
0053	2220000000-E REINFORCED ENDWALLS	60.000 CY	1,100.00000		66,000.00	

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Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0054	2253000000-E PIPE COLLARS	1.000 CY	850.00000		850.00	
0055	2275000000-E FLOWABLE FILL	140.000 CY	335.00000		46,900.00	
0056	2286000000-N MASONRY DRAINAGE STRUCTURES	33.000 EA	1,200.00000		39,600.00	
0057	2308000000-E MASONRY DRAINAGE STRUCTURES	39.000 LF	330.00000		12,870.00	
0058	2366000000-N FRAME WITH TWO GRATES, STD 840.24	1.000 EA	450.00000		450.00	
0059	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	4.000 EA	550.00000		2,200.00	
0060	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	11.000 EA	550.00000		6,050.00	
0061	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	14.000 EA	550.00000		7,700.00	
0062	2396000000-N FRAME WITH COVER, STD 840.54	3.000 EA	400.00000		1,200.00	
0063	2440000000-N CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	2.000 EA	300.00000		600.00	
0064	2542000000-E 1'-6" CONCRETE CURB & GUTTER	3,790.000 LF	10.30000		39,037.00	
0065	2549000000-E 2'-6" CONCRETE CURB & GUTTER	4,810.000 LF	11.50000		55,315.00	

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Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0066	2591000000-E 4" CONCRETE SIDEWALK	1,820.000 SY	23.40000	42,588.00
0067	2605000000-N CONCRETE CURB RAMP	22.000 EA	775.00000	17,050.00
0068	2627000000-E 4" CONCRETE ISLAND COVER	270.000 SY	26.10000	7,047.00
0069	2655000000-E 5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	20.000 SY	45.90000	918.00
0070	2724000000-E PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED	100.000 LF	125.00000	12,500.00
0071	3000000000-N IMPACT ATTENUATOR UNIT, TYPE 350	2.000 EA	20,000.00000	40,000.00
0072	3030000000-E STEEL BM GUARDRAIL	600.000 LF	16.00000	9,600.00
0073	3045000000-E STEEL BM GUARDRAIL, SHOP CURVED	150.000 LF	17.00000	2,550.00
0074	3105000000-N STEEL BM GUARDRAIL TERMINAL SECTIONS	4.000 EA	75.00000	300.00
0075	3150000000-N ADDITIONAL GUARDRAIL POSTS	10.000 EA	13.00000	130.00
0076	3317000000-N GUARDRAIL ANCHOR UNITS, TYPE B-77	4.000 EA	1,425.00000	5,700.00

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Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0077	3575000000-E GENERIC FENCING ITEM VINYL COATED CHAIN LINK FENCE, 48" FABRIC (WALL MOUNTED)	384.000 LF	9.00000	3,456.00
0078	3635000000-E RIP RAP, CLASS II	1,511.000 TON	50.00000	75,550.00
0079	3649000000-E RIP RAP, CLASS B	1,255.000 TON	45.00000	56,475.00
0080	3656000000-E GEOTEXTILE FOR DRAINAGE	5,705.000 SY	1.90000	10,839.50
0081	3885000000-E GENERIC TRACKWORK ITEM SUB-BALLAST	19,750.000 TON	17.00000	335,750.00
0082	4025000000-E CONTRACTOR FURNISHED, TYPE ***SIGN (E)	114.750 SF	12.50000	1,434.38
0083	4025000000-E CONTRACTOR FURNISHED, TYPE ***SIGN (F)	6.190 SF	12.50000	77.38
0084	4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL	343.000 LF	5.00000	1,715.00
0085	4078000000-E SUPPORTS, 2-LB STEEL U-CHANNEL	3.000 EA	45.00000	135.00
0086	4102000000-N SIGN ERECTION, TYPE E	17.000 EA	65.00000	1,105.00
0087	4108000000-N SIGN ERECTION, TYPE F	1.000 EA	95.00000	95.00

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Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0088	4116100000-N SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (D) EA	2.000	100.00000	200.00
0089	4116100000-N SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E) EA	6.000	100.00000	600.00
0090	4155000000-N DISPOSAL OF SIGN SYSTEM, U-CHANNEL EA	20.000	1.00000	20.00
0091	4192000000-N DISPOSAL OF SUPPORT, U-CHANNEL EA	6.000	1.00000	6.00
0092	4400000000-E WORK ZONE SIGNS (STATIONARY) SF	394.000	4.25000	1,674.50
0093	4405000000-E WORK ZONE SIGNS (PORTABLE) SF	288.000	20.00000	5,760.00
0094	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED) SF	93.000	6.00000	558.00
0095	4415000000-N FLASHING ARROW BOARD EA	2.000	3,500.00000	7,000.00
0096	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN EA	2.000	2,500.00000	5,000.00
0097	4422000000-N PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM) DAY	28.000	60.00000	1,680.00
0098	4430000000-N DRUMS EA	120.000	55.00000	6,600.00
0099	4445000000-E BARRICADES (TYPE III) LF	128.000	18.00000	2,304.00

State of NC
 Dept of Transportation

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Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0100	4450000000-N FLAGGER	112.000	55.00000		6,160.00	
		HR				
0101	4465000000-N TEMPORARY CRASH CUSHIONS	2.000	4,250.00000		8,500.00	
		EA				
0102	4480000000-N TMA	1.000	2,000.00000		2,000.00	
		EA				
0103	4485000000-E PORTABLE CONCRETE BARRIER	178.000	18.50000		3,293.00	
		LF				
0104	4510000000-N LAW ENFORCEMENT	40.000	47.50000		1,900.00	
		HR				
0105	4516000000-N SKINNY DRUM	50.000	35.00000		1,750.00	
		EA				
0106	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	240.000	6.00000		1,440.00	
		EA				
0107	4685000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	493.000	1.00000		493.00	
		LF				
0108	4686000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	10,021.000	1.00000		10,021.00	
		LF				
0109	4695000000-E THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	301.000	3.00000		903.00	
		LF				
0110	4697000000-E THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	1,213.000	3.00000		3,639.00	
		LF				
0111	4710000000-E THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	373.000	10.00000		3,730.00	
		LF				

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0112	4725000000-E THERMOPLASTIC PAVEMENT MARKINGSYMBOL (90 MILS)	38.000 EA	100.00000		3,800.00	
0113	4810000000-E PAINT PAVEMENT MARKING LINES (4")	30,439.000 LF	0.20000		6,087.80	
0114	4820000000-E PAINT PAVEMENT MARKING LINES (8")	2,265.000 LF	0.50000		1,132.50	
0115	4835000000-E PAINT PAVEMENT MARKING LINES (24")	244.000 LF	3.00000		732.00	
0116	4840000000-N PAINT PAVEMENT MARKING CHARAC-TER	20.000 EA	30.00000		600.00	
0117	4845000000-N PAINT PAVEMENT MARKING SYMBOL	82.000 EA	30.00000		2,460.00	
0118	4850000000-E REMOVAL OF PAVEMENT MARKING LINES (4")	10,622.000 LF	1.00000		10,622.00	
0119	4860000000-E REMOVAL OF PAVEMENT MARKING LINES (8")	874.000 LF	2.00000		1,748.00	
0120	4865000000-E REMOVAL OF PAVEMENT MARKING LINES (12")	64.000 LF	3.00000		192.00	
0121	4870000000-E REMOVAL OF PAVEMENT MARKING LINES (24")	42.000 LF	4.00000		168.00	
0122	4875000000-N REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	7.000 EA	50.00000		350.00	
0123	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	300.000 EA	6.00000		1,800.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0124	4915000000-E 7' U-CHANNEL POSTS	6.000 EA	100.00000		600.00	
0125	4955000000-N OBJECT MARKERS (END OF ROAD)	6.000 EA	50.00000		300.00	
0126	5326200000-E 12" WATER LINE	1,577.000 LF	56.00000		88,312.00	
0127	5326600000-E 16" WATER LINE	120.000 LF	130.00000		15,600.00	
0128	5558000000-E 12" VALVE	2.000 EA	2,250.00000		4,500.00	
0129	5572200000-E 12" TAPPING VALVE	2.000 EA	7,550.00000		15,100.00	
0130	5648000000-N RELOCATE WATER METER	2.000 EA	1,775.00000		3,550.00	
0131	5649000000-N RECONNECT WATER METER	1.000 EA	1,350.00000		1,350.00	
0132	5653100000-E RELOCATE **" DCV BACKFLOW PRE-VENTION ASSEMBLY (1-1/2")	1.000 EA	2,200.00000		2,200.00	
0133	5672000000-N RELOCATE FIRE HYDRANT	1.000 EA	2,900.00000		2,900.00	
0134	5804000000-E ABANDON 12" UTILITY PIPE	1,345.000 LF	10.00000		13,450.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0135	5810000000-E ABANDON 16" UTILITY PIPE	117.000	24.00000		2,808.00	
		LF				
0136	5836000000-E 24" ENCASEMENT PIPE	200.000	115.00000		23,000.00	
		LF				
0137	5872200000-E TRENCHLESS INSTALLATION OF 24" IN SOIL	40.000	189.00000		7,560.00	
		LF				
0138	5872210000-E TRENCHLESS INSTALLATION OF 24" NOT IN SOIL	40.000	429.00000		17,160.00	
		LF				
0139	6000000000-E TEMPORARY SILT FENCE	2,400.000	2.10000		5,040.00	
		LF				
0140	6006000000-E STONE FOR EROSION CONTROL, CLASS A	1,570.000	40.00000		62,800.00	
		TON				
0141	6009000000-E STONE FOR EROSION CONTROL, CLASS B	3,380.000	15.00000		50,700.00	
		TON				
0142	6012000000-E SEDIMENT CONTROL STONE	2,205.000	13.00000		28,665.00	
		TON				
0143	6015000000-E TEMPORARY MULCHING	70.000	580.00000		40,600.00	
		ACR				
0144	6018000000-E SEED FOR TEMPORARY SEEDING	1,450.000	2.80000		4,060.00	
		LB				
0145	6021000000-E FERTILIZER FOR TEMPORARY SEEDING	6.000	750.00000		4,500.00	
		TON				
0146	6024000000-E TEMPORARY SLOPE DRAINS	1,100.000	15.00000		16,500.00	
		LF				

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0147	6029000000-E SAFETY FENCE	100.000	5.00000		500.00	
		LF				
0148	6030000000-E SILT EXCAVATION	4,940.000	1.00000		4,940.00	
		CY				
0149	6036000000-E MATTING FOR EROSION CONTROL	32,400.000	1.08000		34,992.00	
		SY				
0150	6038000000-E PERMANENT SOIL REINFORCEMENT MAT	155.000	6.00000		930.00	
		SY				
0151	6042000000-E 1/4" HARDWARE CLOTH	1,850.000	2.90000		5,365.00	
		LF				
0152	6071010000-E WATTLE	625.000	6.00000		3,750.00	
		LF				
0153	6071012000-E COIR FIBER WATTLE	2,025.000	8.00000		16,200.00	
		LF				
0154	6071020000-E POLYACRYLAMIDE (PAM)	1,350.000	4.00000		5,400.00	
		LB				
0155	6071030000-E COIR FIBER BAFFLE	200.000	5.00000		1,000.00	
		LF				
0156	6084000000-E SEEDING & MULCHING	48.000	1,580.00000		75,840.00	
		ACR				
0157	6087000000-E MOWING	25.000	55.00000		1,375.00	
		ACR				
0158	6090000000-E SEED FOR REPAIR SEEDING	700.000	8.00000		5,600.00	
		LB				

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0159	6093000000-E FERTILIZER FOR REPAIR SEEDING	2.250 TON	880.00000		1,980.00	
0160	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	1,175.000 LB	2.80000		3,290.00	
0161	6108000000-E FERTILIZER TOPDRESSING	34.750 TON	680.00000		23,630.00	
0162	6111000000-E IMPERVIOUS DIKE	25.000 LF	50.00000		1,250.00	
0163	6114500000-N SPECIALIZED HAND MOWING	10.000 MHR	75.00000		750.00	
0164	6117000000-N RESPONSE FOR EROSION CONTROL	125.000 EA	150.00000		18,750.00	
0165	6120000000-E CULVERT DIVERSION CHANNEL	25.000 CY	150.00000		3,750.00	
0166	6132000000-N GENERIC EROSION CONTROL ITEM SUPPLEMENTAL RESPONSE FOR EROSION CONTROL	10.000 EA	1,300.00000		13,000.00	
0167	7048500000-E PEDESTRIAN SIGNAL HEAD (16", 1SECTION W/COUNTDOWN)	10.000 EA	693.00000		6,930.00	
0168	7060000000-E SIGNAL CABLE	6,625.000 LF	2.20000		14,575.00	
0169	7120000000-E VEHICLE SIGNAL HEAD (12", 3 SECTION)	23.000 EA	756.00000		17,388.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0170	7132000000-E VEHICLE SIGNAL HEAD (12", 4 SECTION)	6.000 EA	861.00000	5,166.00
0171	7144000000-E VEHICLE SIGNAL HEAD (12", 5 SECTION)	1.000 EA	1,039.00000	1,039.00
0172	7216000000-N MODIFY EXISTING VEHICLE SIGNALHEAD	14.000 EA	174.00000	2,436.00
0173	7264000000-E MESSENGER CABLE (3/8")	480.000 LF	1.45000	696.00
0174	7279000000-E TRACER WIRE	1,900.000 LF	0.60000	1,140.00
0175	7288000000-E PAVED TRENCHING (***** (1, 2")	10.000 LF	23.00000	230.00
0176	7300000000-E UNPAVED TRENCHING (***** (1, 2")	2,200.000 LF	5.90000	12,980.00
0177	7300000000-E UNPAVED TRENCHING (***** (2, 2")	30.000 LF	6.60000	198.00
0178	7301000000-E DIRECTIONAL DRILL (***** (1, 2")	880.000 LF	17.50000	15,400.00
0179	7301000000-E DIRECTIONAL DRILL (***** (2, 2")	140.000 LF	21.00000	2,940.00
0180	7324000000-N JUNCTION BOX (STANDARD SIZE)	13.000 EA	167.00000	2,171.00
0181	7348000000-N JUNCTION BOX (OVER-SIZED, HEA-VY DUTY)	17.000 EA	408.00000	6,936.00

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0182	7360000000-N WOOD POLE	4.000 EA	823.00000		3,292.00	
0183	7372000000-N GUY ASSEMBLY	8.000 EA	363.00000		2,904.00	
0184	7408000000-E 1" RISER WITH WEATHERHEAD	1.000 EA	334.00000		334.00	
0185	7420000000-E 2" RISER WITH WEATHERHEAD	6.000 EA	363.00000		2,178.00	
0186	7444000000-E INDUCTIVE LOOP SAWCUT	3,150.000 LF	5.35000		16,852.50	
0187	7456000000-E LEAD-IN CABLE (***** (14-2)	3,625.000 LF	1.30000		4,712.50	
0188	7516000000-E COMMUNICATI ONS CABLE (**FIBER) (24)	1,600.000 LF	1.60000		2,560.00	
0189	7528000000-E DROP CABLE	525.000 LF	1.60000		840.00	
0190	7540000000-N SPLICE ENCLOSURE	2.000 EA	1,403.00000		2,806.00	
0191	7541000000-N MODIFY SPLICE ENCLOSURE	1.000 EA	3,189.00000		3,189.00	
0192	7552000000-N INTERCONNEC T CENTER	1.000 EA	1,346.00000		1,346.00	
0193	7588000000-N METAL POLE WITH SINGLE MAST ARM	4.000 EA	13,056.00000		52,224.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0194	7613000000-N SOIL TEST EA	4.000	1,079.00000		4,316.00	
0195	7614100000-E DRILLED PIER FOUNDATION CY	28.000	876.00000		24,528.00	
0196	7631000000-N MAST ARM WITH METAL POLE DE- SIGN EA	4.000	114.00000		456.00	
0197	7636000000-N SIGN FOR SIGNALS EA	13.000	245.00000		3,185.00	
0198	7642100000-N TYPE I POST WITH FOUNDATION EA	1.000	986.00000		986.00	
0199	7642200000-N TYPE II PEDESTAL WITH FOUND- ATION EA	3.000	986.00000		2,958.00	
0200	7684000000-N SIGNAL CABINET FOUNDATION EA	2.000	536.00000		1,072.00	
0201	7852000000-N DETECTOR CARD (NEMA TS-2) EA	10.000	169.00000		1,690.00	
0202	7980000000-N GENERIC SIGNAL ITEM CCTV CABINET EA	2.000	3,352.00000		6,704.00	
0203	7980000000-N GENERIC SIGNAL ITEM CCTV CAMERA ASSEMBLY EA	2.000	3,622.00000		7,244.00	
0204	7980000000-N GENERIC SIGNAL ITEM CCTV WOOD POLE EA	2.000	1,002.00000		2,004.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0205	7980000000-N GENERIC SIGNAL ITEM CONTROLLER W/ CABINET (2070LN, TS-2 CABINET, BASE MOUNTED)	2.000 EA	16,840.00000	33,680.00
0206	7980000000-N GENERIC SIGNAL ITEM FIBER OPTIC VIDEO RECEIVER WITH DATA	2.000 EA	1,386.00000	2,772.00
0207	7980000000-N GENERIC SIGNAL ITEM FIBER OPTIC VIDEO TRANSMITTER WITH DATA	2.000 EA	1,357.00000	2,714.00
0208	7980000000-N GENERIC SIGNAL ITEM MODIFY EXISTING ELECTRICAL SERVICE FOR CCTV	1.000 EA	479.00000	479.00
0209	7980000000-N GENERIC SIGNAL ITEM NEW ELECTRICAL SERVICE FOR CCTV	1.000 EA	599.00000	599.00
0238	0234000000-E GENERIC GRADING ITEM BLIND DRAIN EXCAVATION	300.000 CY	38.00000	11,400.00
0239	0234000000-E GENERIC GRADING ITEM SHOULDER DRAIN AGGREGATE, #57 STONE	200.000 CY	50.00000	10,000.00
0240	0241000000-E GENERIC GRADING ITEM GEOTEXTILE FOR SUBSURFACE DRAINS, TYPE 2	1,300.000 SY	3.00000	3,900.00
0241	0255000000-E GENERIC GRADING ITEM SURGE STONE	4,000.000 TON	30.00000	120,000.00
Section 0001 Total				8,745,620.06

Contract ID: C203255

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 12-17-13 Call Order: 006

Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Cts
Section 0003 WALL ITEMS				
Alt Group				
0210	8802010000-E SOIL NAIL RETAINING WALLS	6,900.000 SF	60.00000	414,000.00
0211	8802015100-N SOIL NAIL VERIFICATION TESTS	30.000 EA	500.00000	15,000.00
0212	8802015110-N SOIL NAIL PROOF TESTS	3.000 EA	2,500.00000	7,500.00
Section 0003 Total				436,500.00
Section 0004 STRUCTURE ITEMS				
Alt Group				
0213	8096000000-E PILE EXCAVATION IN SOIL	694.000 LF	250.00000	173,500.00
0214	8097000000-E PILE EXCAVATION NOT IN SOIL	666.000 LF	450.00000	299,700.00
0215	8105500000-E **'-**" DIA DRILLED PIERS IN SOIL (6'-0")	47.000 LF	750.00000	35,250.00
0216	8105600000-E **'-**" DIA DRILLED PIERS NOT IN SOIL (6'-0")	81.000 LF	2,100.00000	170,100.00
0217	8113000000-N SID INSPECTIONS	1.000 EA	600.00000	600.00
0218	8115000000-N CSL TESTING	1.000 EA	4,000.00000	4,000.00

Contract ID: C203255

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 12-17-13 Call Order: 006

Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0219	8121000000-N UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (3583+33.86-M1-)	LUMP	LUMP	40,000.00
0220	8175000000-E CLASS AA CONCRETE (BRIDGE)	494.800 CY	900.00000	445,320.00
0221	8217000000-E REINFORCING STEEL (BRIDGE)	119,694.000 LB	1.00000	119,694.00
0222	8238000000-E SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	23,573.000 LB	1.76000	41,488.48
0223	8364000000-E HP12X53 STEEL PILES	2,058.000 LF	38.00000	78,204.00
0224	8453000000-E METHOD B DAMPPROOFING	195.000 SY	50.00000	9,750.00
0225	8517000000-E 1'-**"X *****" CONCRETE PARAPET (1'-0" x 1'-9")	376.700 LF	80.00000	30,136.00
0226	8531000000-E 4" SLOPE PROTECTION	798.300 SY	70.00000	55,881.00
0227	8860000000-N GENERIC STRUCTURE ITEM CONDUIT IN PARAPET	LUMP	LUMP	10,000.00
0228	8860000000-N GENERIC STRUCTURE ITEM PAINTING STRUCTURAL STEEL	LUMP	LUMP	82,500.00
0229	8860000000-N GENERIC STRUCTURE ITEM SELF LUBRICATING EXPANSION BEARING ASSEMBLIES	LUMP	LUMP	125,000.00

Contract ID: C203255

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 12-17-13 Call Order: 006

Bidder: 5072 - FSCIILLCDBA Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0230	8860000000-N GENERIC STRUCTURE ITEM STRUCTURAL STEEL APPROX. 610,900 LBS.	LUMP	LUMP	1,300,000.00
0231	8860000000-N GENERIC STRUCTURE ITEM STRUCTURE DRAINAGE SYSTEM	LUMP	LUMP	175,000.00
0232	8860000000-N GENERIC STRUCTURE ITEM TEMPORARY RAILROAD SHORING	LUMP	LUMP	850,000.00
0233	8867000000-E GENERIC STRUCTURE ITEM METAL HANDRAIL	453.700 LF	120.00000	54,444.00
0234	8892000000-E GENERIC STRUCTURE ITEM REINFORCED CONCRETE DECK SLAB	6,975.000 SF	42.00000	292,950.00
0235	8893000000-E GENERIC STRUCTURE ITEM MEMBRANE LAYER WATERPROOFING SYSTEM FOR DECK	761.000 SY	40.00000	30,440.00
0236	8893000000-E GENERIC STRUCTURE ITEM ONE INCH ASPHALT PLANKING PROTECTIVE COURSE FOR DECK	761.000 SY	40.00000	30,440.00
0237	8893000000-E GENERIC STRUCTURE ITEM TWO PART MEMBRANE WATERPROOFING SYSTEM	40.000 SY	400.00000	16,000.00
Section 0004 Total				4,470,397.48
Bid Total				13,652,517.54

NON-COLLUSION AND DEBARMENT CERTIFICATION

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

AWARD LIMITS ON MULTIPLE PROJECTS

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

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those

projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
DBE COMMITMENT ITEMS

DATE: 11-19-13
PAGE: 25

PROPOSAL: C203255
LETTING: L131217 CALL: 006
VENDOR: 5072 FSCIILLCDBA Fred Smith Company

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
DBE SUBCONTRACTOR: 4898 BULLINGTON CONSTRUCTION INC						
Will Use Quote: Yes						
0072	3030000000-E	STL BM GUARD	LF	600.000	16.00000	9600.00
0073	3045000000-E	SBGR SHOP	CU LF	150.000	17.00000	2550.00
0074	3105000000-N	SBGR TERM	SE EA	4.000	75.00000	300.00
0075	3150000000-N	ADDIT GUARDR	EA	10.000	13.00000	130.00
0076	3317000000-N	GR ANCHOR	TY EA	4.000	1425.00000	5700.00
0071	3000000000-N	IMPACT ATTEN	EA	2.000	14480.00000	28960.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						47,240.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)						47,240.

DBE SUBCONTRACTOR: 12291 CERTIFIED CONCRETE CONSTRUCTION INC
Will Use Quote: Yes

0063	2440000000-N	CONC TRANS	S EA	2.000	300.00000	600.00
0064	2542000000-E	1'-6" CONC	C LF	3790.000	10.30000	39037.00
0065	2549000000-E	2'-6" CONC	C LF	4810.000	11.50000	55315.00
0066	2591000000-E	4" CONCRETE	SY	1820.000	23.40000	42588.00
0067	2605000000-N	CONCRETE	CUR EA	22.000	775.00000	17050.00
0068	2627000000-E	4" CONC	ISLA SY	270.000	26.10000	7047.00
0069	2655000000-E	5" MONO CONC	SY	20.000	45.90000	918.00
0226	8531000000-E	4" SLOPE	PRO SY	798.300	42.75000	34127.33
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						196,682.33 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)						196,682

DBE SUBCONTRACTOR: 3080 CURTIN TRUCKING & DRAINAGE, INC.
Will Use Quote: Yes

0070	2724000000-E	PC REINF BAR	LF	100.000	125.00000	12500.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						12,500.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)						12,500.

DBE SUBCONTRACTOR: 2095 PARRISH CO INC
Will Use Quote: Yes

0143	6015000000-E	TEMPORARY MU	ACR	70.000	580.00000	40600.00
0144	6018000000-E	SEED FOR TEM	LB	1450.000	2.80000	4060.00
0145	6021000000-E	FERT FOR TEM	TON	6.000	750.00000	4500.00
0149	6036000000-E	MATTING FOR	SY	32400.000	1.08000	34992.00
0150	6038000000-E	PERM SOIL	RE SY	155.000	4.50000	697.50
0156	6084000000-E	SEEDING AND	ACR	48.000	1580.00000	75840.00
0157	6087000000-E	MOWING	ACR	25.000	55.00000	1375.00
0158	6090000000-E	SEED FOR REP	LB	700.000	8.00000	5600.00

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
0159	6093000000-E	FERT FOR REP	TON	2.250	880.00000	1980.00
0160	6096000000-E	SEED FOR SUP	LB	1175.000	2.80000	3290.00
0161	6108000000-E	FERTILIZER T	TON	34.750	680.00000	23630.00
0163	6114500000-N	SPECIALIZED	MHR	10.000	75.00000	750.00
0164	6117000000-N	RESPONSE FOR	EA	100.000	280.00000	28000.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 225,314.50 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 225,314

DBE SUBCONTRACTOR: 12393 ROYALS CONTRACTING, INC.
Will Use Quote: Yes

0044	1297000000-E	MILL ASP PVM	SY	6200.000	4.55000	28210.00
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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 28,210.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 28,210.

DBE SUBCONTRACTOR: 4761 TRAFFIC CONTROL SAFETY SERVICES, INC.
Will Use Quote: Yes

0101	4465000000-N	TEMPORARY CR	EA	2.000	4250.00000	8500.00
0103	4485000000-E	PORT CONC BA	LF	178.000	18.50000	3293.00
0082	4025000000-E	CONTR FURN,	SF	114.750	12.50000	1434.38
0083	4025000000-E	CONTR FURN,	SF	6.190	12.50000	77.38
0084	4072000000-E	SUPPORT, 3-L	LF	343.000	5.00000	1715.00
0085	4078000000-E	SUPPORT, 2-L	EA	3.000	45.00000	135.00
0086	4102000000-N	SIGN ERECTIO	EA	17.000	65.00000	1105.00
0087	4108000000-N	SIGN ERECTIO	EA	1.000	95.00000	95.00
0088	4116100000-N	SIGN ERECT,	EA	2.000	100.00000	200.00
0089	4116100000-N	SIGN ERECT,	EA	6.000	100.00000	600.00
0092	4400000000-E	WORK ZONE SI	SF	394.000	4.25000	1674.50
0094	4410000000-E	WORK ZONE SI	SF	93.000	6.00000	558.00
0099	4445000000-E	BARRICADES (LF	128.000	18.00000	2304.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 21,691.25 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 21,691.

DBE SUBCONTRACTOR: 9210 AUSTIN TRUCKING, LLC
Will Use Quote: Yes

0008	0194000000-E	SELECT GRANU	CY	800.000	7.50000	6000.00
		Will pay \$3.75 per ton hauling				
0010	0223000000-E	ROCK PLATING	SY	2650.000	6.40000	16960.00
		Hauling @ \$4.75 per ton				
0011	0318000000-E	FND CONDMIT	M TON	424.000	3.75000	1590.00
0042	1099700000-E	CLASS IV SUB	TON	600.000	3.75000	2250.00
0043	1220000000-E	INCIDENTAL S	TON	500.000	3.75000	1875.00
0045	1489000000-E	ASP CONC BAS	TON	3740.000	6.00000	22440.00
		Hauling @ \$68.00 per hour				
0046	1498000000-E	ASP CONC INT	TON	2120.000	4.95000	10494.00
		Hauling @ \$68.00 per hour				

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
0047	1519000000-E	ASP CONC SUR	TON	2960.000	5.75000	17020.00
		Hauling @ \$68.00 per hour				
0078	3635000000-E	RIP RAP, CLA	TON	1511.000	6.85000	10350.35
0079	3649000000-E	RIP RAP, CLA	TON	1255.000	4.85000	6086.75
0081	3885000000-E	GENERIC TRAC	TON	19750.000	3.75000	74062.50
0140	6006000000-E	EROS CONTRL	TON	1570.000	4.25000	6672.50
0141	6009000000-E	EROS CONTRL	TON	3380.000	4.85000	16393.00
0142	6012000000-E	SEDIMENT CON	TON	2205.000	3.75000	8268.75
0003	0022000000-E	UNCLASSIFIED	CY	30000.000	4.68000	140400.00
		Hauling off site @ \$68.00 per hour				

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:	340,862.85	Committee
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)	340,862	

TOTAL DBE COMMITMENT FOR VENDOR:	Entered:	6.39% or	872500.93
	Required:	10.00% or	1365251.75
			<GOAL NOT MET>

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	670,000.00	670,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	45,000.00	45,000.00
0003	0022000000-E	225	UNCLASSIFIED EXCAVATION	160,000 CY	12.50	2,000,000.00
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	7,500.00	7,500.00
0005	0057000000-E	226	UNDERCUT EXCAVATION	2,050 CY	21.00	43,050.00
0006	0063000000-N	SP	GRADING	Lump Sum LS	2,086,000.00	2,086,000.00
0007	0134000000-E	240	DRAINAGE DITCH EXCAVATION	1,890 CY	8.00	15,120.00
0008	0194000000-E	SP	SELECT GRANULAR MATERIAL, CLASS III	800 CY	20.00	16,000.00
0009	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	3,000 SY	3.00	9,000.00
0010	0223000000-E	275	ROCK PLATING	2,650 SY	50.00	132,500.00
0011	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	424 TON	30.00	12,720.00
0012	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	1,050 SY	1.80	1,890.00
0013	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	72 LF	45.00	3,240.00
0014	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	88 LF	60.00	5,280.00
0015	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1,392 LF	44.00	61,248.00
0016	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	128 LF	55.00	7,040.00
0017	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	568 LF	50.00	28,400.00
0018	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	268 LF	70.00	18,760.00
0019	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	12 LF	400.00	4,800.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0020	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	108 LF	38.00	4,104.00
0021	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	50 LF	45.00	2,250.00
0022	0986000000-E	SP	GENERIC PIPE ITEM 18" WLD STL PIPE,0.312" THICK GRADE B, IN SOIL	115 LF	320.00	36,800.00
0023	0986000000-E	SP	GENERIC PIPE ITEM 18" WLD STL PIPE,0.312" THICK GRADE B, NOT IN SOIL	117 LF	100.00	11,700.00
0024	0986000000-E	SP	GENERIC PIPE ITEM 18" WLD STL PIPE,0.312" THICK, GRADE B, OPEN CUT	52 LF	80.00	4,160.00
0025	0986000000-E	SP	GENERIC PIPE ITEM 36" WLD STL PIPE,0.532" THICK GRADE B, IN SOIL	134 LF	500.00	67,000.00
0026	0986000000-E	SP	GENERIC PIPE ITEM 36" WLD STL PIPE,0.532" THICK GRADE B, NOT IN SOIL	138 LF	205.00	28,290.00
0027	0986000000-E	SP	GENERIC PIPE ITEM 36" WLD STL PIPE,0.532" THICK, GRADE B, OPEN CUT	219 LF	200.00	43,800.00
0028	0986000000-E	SP	GENERIC PIPE ITEM 42" WLD STL PIPE,0.625" THICK GRADE B, IN SOIL	35 LF	460.00	16,100.00
0029	0986000000-E	SP	GENERIC PIPE ITEM 42" WLD STL PIPE,0.625" THICK GRADE B, NOT IN SOIL	36 LF	460.00	16,560.00
0030	0986000000-E	SP	GENERIC PIPE ITEM 42" WLD STL PIPE,0.625" THICK, GRADE B, OPEN CUT	5 LF	260.00	1,300.00
0031	0986000000-E	SP	GENERIC PIPE ITEM 54" WLD STL PIPE,0.781" THICK GRADE B, IN SOIL	79 LF	900.00	71,100.00
0032	0986000000-E	SP	GENERIC PIPE ITEM 54" WLD STL PIPE,0.781" THICK GRADE B, NOT IN SOIL	79 LF	550.00	43,450.00
0033	0986000000-E	SP	GENERIC PIPE ITEM 54" WLD STL PIPE,0.781" THICK GRADE B, OPEN CUT	70 LF	400.00	28,000.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0034	0986000000-E	SP	GENERIC PIPE ITEM 60" WLD STL PIPE,0.844" THICK GRADE B, IN SOIL	113 LF	1,200.00	135,600.00
0035	0986000000-E	SP	GENERIC PIPE ITEM 60" WLD STL PIPE,0.844" THICK GRADE B, NOT IN SOIL	113 LF	700.00	79,100.00
0036	0986000000-E	SP	GENERIC PIPE ITEM 60" WLD STL PIPE,0.844" THICK, GRADE B, OPEN CUT	68 LF	450.00	30,600.00
0037	0986000000-E	SP	GENERIC PIPE ITEM 72" WLD STL PIPE,1.0" THICK GRADE B, IN SOIL	66 LF	1,600.00	105,600.00
0038	0986000000-E	SP	GENERIC PIPE ITEM 72" WLD STL PIPE,1.0" THICK GRADE B, NOT IN SOIL	67 LF	900.00	60,300.00
0039	0986000000-E	SP	GENERIC PIPE ITEM 72" WLD STL PIPE,1.0" THICK, GRADE B, OPEN CUT	35 LF	700.00	24,500.00
0040	0995000000-E	340	PIPE REMOVAL	1,700 LF	10.00	17,000.00
0041	1099500000-E	505	SHALLOW UNDERCUT	300 CY	20.00	6,000.00
0042	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	600 TON	17.00	10,200.00
0043	1220000000-E	545	INCIDENTAL STONE BASE	500 TON	27.00	13,500.00
0044	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	6,200 SY	4.50	27,900.00
0045	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	3,740 TON	35.00	130,900.00
0046	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	2,120 TON	31.00	65,720.00
0047	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,960 TON	36.00	106,560.00
0048	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	445 TON	610.00	271,450.00
0049	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	28 TON	280.00	7,840.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0050	1891000000-E	SP	GENERIC PAVING ITEM EMERGENCY VEHICLE CROSSOVER	64 SY	70.00	4,480.00
0051	2000000000-N	806	RIGHT OF WAY MARKERS	20 EA	190.00	3,800.00
0052	2209000000-E	838	ENDWALLS	36 CY	1,000.00	36,000.00
0053	2220000000-E	838	REINFORCED ENDWALLS	60 CY	1,100.00	66,000.00
0054	2253000000-E	840	PIPE COLLARS	1 CY	850.00	850.00
0055	2275000000-E	SP	FLOWABLE FILL	140 CY	335.00	46,900.00
0056	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	33 EA	1,200.00	39,600.00
0057	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	39 LF	330.00	12,870.00
0058	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	1 EA	450.00	450.00
0059	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	4 EA	550.00	2,200.00
0060	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	11 EA	550.00	6,050.00
0061	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	14 EA	550.00	7,700.00
0062	2396000000-N	840	FRAME WITH COVER, STD 840.54	3 EA	400.00	1,200.00
0063	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	2 EA	300.00	600.00
0064	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	3,790 LF	10.30	39,037.00
0065	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	4,810 LF	11.50	55,315.00
0066	2591000000-E	848	4" CONCRETE SIDEWALK	1,820 SY	23.40	42,588.00
0067	2605000000-N	848	CONCRETE CURB RAMP	22 EA	775.00	17,050.00
0068	2627000000-E	852	4" CONCRETE ISLAND COVER	270 SY	26.10	7,047.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0069	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	20 SY	45.90	918.00
0070	2724000000-E	857	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED	100 LF	125.00	12,500.00
0071	3000000000-N	SP	IMPACT ATTENUATOR UNIT, TYPE 350	2 EA	20,000.00	40,000.00
0072	3030000000-E	862	STEEL BM GUARDRAIL	600 LF	16.00	9,600.00
0073	3045000000-E	862	STEEL BM GUARDRAIL, SHOP CURVED	150 LF	17.00	2,550.00
0074	3105000000-N	862	STEEL BM GUARDRAIL TERMINAL SECTIONS	4 EA	75.00	300.00
0075	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA	13.00	130.00
0076	3317000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE B-77	4 EA	1,425.00	5,700.00
0077	3575000000-E	SP	GENERIC FENCING ITEM VINYL COATED CHAIN LINK FENCE, 48" FABRIC (WALL MOUNTED)	384 LF	9.00	3,456.00
0078	3635000000-E	876	RIP RAP, CLASS II	1,511 TON	50.00	75,550.00
0079	3649000000-E	876	RIP RAP, CLASS B	1,255 TON	45.00	56,475.00
0080	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	5,705 SY	1.90	10,839.50
0081	3885000000-E	SP	GENERIC TRACKWORK ITEM SUB-BALLAST	19,750 TON	17.00	335,750.00
0082	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	114.75 SF	12.50	1,434.38
0083	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (F)	6.19 SF	12.50	77.38
0084	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	343 LF	5.00	1,715.00
0085	4078000000-E	903	SUPPORTS, 2-LB STEEL U-CHANNEL	3 EA	45.00	135.00
0086	4102000000-N	904	SIGN ERECTION, TYPE E	17 EA	65.00	1,105.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0087	4108000000-N	904	SIGN ERECTION, TYPE F	1 EA	95.00	95.00
0088	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (D)	2 EA	100.00	200.00
0089	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	6 EA	100.00	600.00
0090	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	20 EA	1.00	20.00
0091	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	6 EA	1.00	6.00
0092	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	394 SF	4.25	1,674.50
0093	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	288 SF	20.00	5,760.00
0094	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	93 SF	6.00	558.00
0095	4415000000-N	1115	FLASHING ARROW BOARD	2 EA	3,500.00	7,000.00
0096	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	2,500.00	5,000.00
0097	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	28 DAY	60.00	1,680.00
0098	4430000000-N	1130	DRUMS	120 EA	55.00	6,600.00
0099	4445000000-E	1145	BARRICADES (TYPE III)	128 LF	18.00	2,304.00
0100	4450000000-N	1150	FLAGGER	112 HR	55.00	6,160.00
0101	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	2 EA	4,250.00	8,500.00
0102	4480000000-N	1165	TMA	1 EA	2,000.00	2,000.00
0103	4485000000-E	1170	PORTABLE CONCRETE BARRIER	178 LF	18.50	3,293.00
0104	4510000000-N	SP	LAW ENFORCEMENT	40 HR	47.50	1,900.00
0105	4516000000-N	1180	SKINNY DRUM	50 EA	35.00	1,750.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0106	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	240 EA	6.00	1,440.00
0107	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	493 LF	1.00	493.00
0108	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	10,021 LF	1.00	10,021.00
0109	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	301 LF	3.00	903.00
0110	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	1,213 LF	3.00	3,639.00
0111	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	373 LF	10.00	3,730.00
0112	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	38 EA	100.00	3,800.00
0113	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	30,439 LF	0.20	6,087.80
0114	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	2,265 LF	0.50	1,132.50
0115	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	244 LF	3.00	732.00
0116	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	20 EA	30.00	600.00
0117	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	82 EA	30.00	2,460.00
0118	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	10,622 LF	1.00	10,622.00
0119	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	874 LF	2.00	1,748.00
0120	4865000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	64 LF	3.00	192.00
0121	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	42 LF	4.00	168.00
0122	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	7 EA	50.00	350.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0123	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	300 EA	6.00	1,800.00
0124	4915000000-E	1264	7' U-CHANNEL POSTS	6 EA	100.00	600.00
0125	4955000000-N	1264	OBJECT MARKERS (END OF ROAD)	6 EA	50.00	300.00
0126	5326200000-E	1510	12" WATER LINE	1,577 LF	56.00	88,312.00
0127	5326600000-E	1510	16" WATER LINE	120 LF	130.00	15,600.00
0128	5558000000-E	1515	12" VALVE	2 EA	2,250.00	4,500.00
0129	5572200000-E	1515	12" TAPPING VALVE	2 EA	7,550.00	15,100.00
0130	5648000000-N	1515	RELOCATE WATER METER	2 EA	1,775.00	3,550.00
0131	5649000000-N	1515	RECONNECT WATER METER	1 EA	1,350.00	1,350.00
0132	5653100000-E	1515	RELOCATE *** DCV BACKFLOW PREVENTION ASSEMBLY (1-1/2")	1 EA	2,200.00	2,200.00
0133	5672000000-N	1515	RELOCATE FIRE HYDRANT	1 EA	2,900.00	2,900.00
0134	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,345 LF	10.00	13,450.00
0135	5810000000-E	1530	ABANDON 16" UTILITY PIPE	117 LF	24.00	2,808.00
0136	5836000000-E	1540	24" ENCASEMENT PIPE	200 LF	115.00	23,000.00
0137	5872200000-E	1550	TRENCHLESS INSTALLATION OF 24" IN SOIL	40 LF	189.00	7,560.00
0138	5872210000-E	1550	TRENCHLESS INSTALLATION OF 24" NOT IN SOIL	40 LF	429.00	17,160.00
0139	6000000000-E	1605	TEMPORARY SILT FENCE	2,400 LF	2.10	5,040.00
0140	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	1,570 TON	40.00	62,800.00
0141	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	3,380 TON	15.00	50,700.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0142	6012000000-E	1610	SEDIMENT CONTROL STONE	2,205 TON	13.00	28,665.00
0143	6015000000-E	1615	TEMPORARY MULCHING	70 ACR	580.00	40,600.00
0144	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1,450 LB	2.80	4,060.00
0145	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	6 TON	750.00	4,500.00
0146	6024000000-E	1622	TEMPORARY SLOPE DRAINS	1,100 LF	15.00	16,500.00
0147	6029000000-E	SP	SAFETY FENCE	100 LF	5.00	500.00
0148	6030000000-E	1630	SILT EXCAVATION	4,940 CY	1.00	4,940.00
0149	6036000000-E	1631	MATTING FOR EROSION CONTROL	32,400 SY	1.08	34,992.00
0150	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	155 SY	6.00	930.00
0151	6042000000-E	1632	1/4" HARDWARE CLOTH	1,850 LF	2.90	5,365.00
0152	6071010000-E	SP	WATTLE	625 LF	6.00	3,750.00
0153	6071012000-E	SP	COIR FIBER WATTLE	2,025 LF	8.00	16,200.00
0154	6071020000-E	SP	POLYACRYLAMIDE (PAM)	1,350 LB	4.00	5,400.00
0155	6071030000-E	1640	COIR FIBER BAFFLE	200 LF	5.00	1,000.00
0156	6084000000-E	1660	SEEDING & MULCHING	48 ACR	1,580.00	75,840.00
0157	6087000000-E	1660	MOWING	25 ACR	55.00	1,375.00
0158	6090000000-E	1661	SEED FOR REPAIR SEEDING	700 LB	8.00	5,600.00
0159	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	2.25 TON	880.00	1,980.00
0160	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	1,175 LB	2.80	3,290.00
0161	6108000000-E	1665	FERTILIZER TOPDRESSING	34.75 TON	680.00	23,630.00
0162	6111000000-E	SP	IMPERVIOUS DIKE	25 LF	50.00	1,250.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0163	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	75.00	750.00
0164	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	125 EA	150.00	18,750.00
0165	6120000000-E	SP	CULVERT DIVERSION CHANNEL	25 CY	150.00	3,750.00
0166	6132000000-N	SP	GENERIC EROSION CONTROL ITEM SUPPLEMENTAL RESPONSE FOR EROSION CONTROL	10 EA	1,300.00	13,000.00
0167	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	10 EA	693.00	6,930.00
0168	7060000000-E	1705	SIGNAL CABLE	6,625 LF	2.20	14,575.00
0169	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	23 EA	756.00	17,388.00
0170	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	6 EA	861.00	5,166.00
0171	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1 EA	1,039.00	1,039.00
0172	7216000000-N	1705	MODIFY EXISTING VEHICLE SIGNAL HEAD	14 EA	174.00	2,436.00
0173	7264000000-E	1710	MESSENGER CABLE (3/8")	480 LF	1.45	696.00
0174	7279000000-E	1715	TRACER WIRE	1,900 LF	0.60	1,140.00
0175	7288000000-E	1715	PAVED TRENCHING (***** (1, 2"))	10 LF	23.00	230.00
0176	7300000000-E	1715	UNPAVED TRENCHING (***** (1, 2"))	2,200 LF	5.90	12,980.00
0177	7300000000-E	1715	UNPAVED TRENCHING (***** (2, 2"))	30 LF	6.60	198.00
0178	7301000000-E	1715	DIRECTIONAL DRILL (***** (1, 2"))	880 LF	17.50	15,400.00
0179	7301000000-E	1715	DIRECTIONAL DRILL (***** (2, 2"))	140 LF	21.00	2,940.00
0180	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	13 EA	167.00	2,171.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0181	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	17 EA	408.00	6,936.00
0182	7360000000-N	1720	WOOD POLE	4 EA	823.00	3,292.00
0183	7372000000-N	1721	GUY ASSEMBLY	8 EA	363.00	2,904.00
0184	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1 EA	334.00	334.00
0185	7420000000-E	1722	2" RISER WITH WEATHERHEAD	6 EA	363.00	2,178.00
0186	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	3,150 LF	5.35	16,852.50
0187	7456000000-E	1726	LEAD-IN CABLE (***** (14-2)	3,625 LF	1.30	4,712.50
0188	7516000000-E	1730	COMMUNICATIONS CABLE (**FIBER) (24)	1,600 LF	1.60	2,560.00
0189	7528000000-E	1730	DROP CABLE	525 LF	1.60	840.00
0190	7540000000-N	1731	SPLICE ENCLOSURE	2 EA	1,403.00	2,806.00
0191	7541000000-N	1731	MODIFY SPLICE ENCLOSURE	1 EA	3,189.00	3,189.00
0192	7552000000-N	1731	INTERCONNECT CENTER	1 EA	1,346.00	1,346.00
0193	7588000000-N	SP	METAL POLE WITH SINGLE MAST ARM	4 EA	13,056.00	52,224.00
0194	7613000000-N	SP	SOIL TEST	4 EA	1,079.00	4,316.00
0195	7614100000-E	SP	DRILLED PIER FOUNDATION	28 CY	876.00	24,528.00
0196	7631000000-N	SP	MAST ARM WITH METAL POLE DE- SIGN	4 EA	114.00	456.00
0197	7636000000-N	1745	SIGN FOR SIGNALS	13 EA	245.00	3,185.00
0198	7642100000-N	1743	TYPE I POST WITH FOUNDATION	1 EA	986.00	986.00
0199	7642200000-N	1743	TYPE II PEDESTAL WITH FOUND- ATION	3 EA	986.00	2,958.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0200	7684000000-N	1750	SIGNAL CABINET FOUNDATION	2 EA	536.00	1,072.00
0201	7852000000-N	1751	DETECTOR CARD (NEMA TS-2)	10 EA	169.00	1,690.00
0202	7980000000-N	SP	GENERIC SIGNAL ITEM CCTV CABINET	2 EA	3,352.00	6,704.00
0203	7980000000-N	SP	GENERIC SIGNAL ITEM CCTV CAMERA ASSEMBLY	2 EA	3,622.00	7,244.00
0204	7980000000-N	SP	GENERIC SIGNAL ITEM CCTV WOOD POLE	2 EA	1,002.00	2,004.00
0205	7980000000-N	SP	GENERIC SIGNAL ITEM CONTROLLER W/ CABINET (2070LN, TS-2 CABINET, BASE MOUNTED)	2 EA	16,840.00	33,680.00
0206	7980000000-N	SP	GENERIC SIGNAL ITEM FIBER OPTIC VIDEO RECEIVER WITH DATA	2 EA	1,386.00	2,772.00
0207	7980000000-N	SP	GENERIC SIGNAL ITEM FIBER OPTIC VIDEO TRANSMITTER WITH DATA	2 EA	1,357.00	2,714.00
0208	7980000000-N	SP	GENERIC SIGNAL ITEM MODIFY EXISTING ELECTRICAL SERVICE FOR CCTV	1 EA	479.00	479.00
0209	7980000000-N	SP	GENERIC SIGNAL ITEM NEW ELECTRICAL SERVICE FOR CCTV	1 EA	599.00	599.00
0238	0234000000-E	SP	GENERIC GRADING ITEM BLIND DRAIN EXCAVATION	300 CY	38.00	11,400.00
0239	0234000000-E	SP	GENERIC GRADING ITEM SHOULDER DRAIN AGGREGATE, #57 STONE	200 CY	50.00	10,000.00
0240	0241000000-E	SP	GENERIC GRADING ITEM GEOTEXTILE FOR SUBSURFACE DRAINS, TYPE 2	1,300 SY	3.00	3,900.00
0241	0255000000-E	SP	GENERIC GRADING ITEM SURGE STONE	4,000 TON	30.00	120,000.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0210	8802010000-E	SP	SOIL NAIL RETAINING WALLS	6,900 SF	60.00	414,000.00
0211	8802015100-N	SP	SOIL NAIL VERIFICATION TESTS	30 EA	500.00	15,000.00
0212	8802015110-N	SP	SOIL NAIL PROOF TESTS	3 EA	2,500.00	7,500.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0213	8096000000-E	450	PILE EXCAVATION IN SOIL	694 LF	250.00	173,500.00
0214	8097000000-E	450	PILE EXCAVATION NOT IN SOIL	666 LF	450.00	299,700.00
0215	8105500000-E	411	***_*** DIA DRILLED PIERS IN SOIL (6'-0")	47 LF	750.00	35,250.00
0216	8105600000-E	411	***_*** DIA DRILLED PIERS NOT IN SOIL (6'-0")	81 LF	2,100.00	170,100.00
0217	8113000000-N	411	SID INSPECTIONS	1 EA	600.00	600.00
0218	8115000000-N	411	CSL TESTING	1 EA	4,000.00	4,000.00
0219	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (3583+33.86-M1-)	Lump Sum LS	40,000.00	40,000.00
0220	8175000000-E	420	CLASS AA CONCRETE (BRIDGE)	494.8 CY	900.00	445,320.00
0221	8217000000-E	425	REINFORCING STEEL (BRIDGE)	119,694 LB	1.00	119,694.00
0222	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	23,573 LB	1.76	41,488.48
0223	8364000000-E	450	HP12X53 STEEL PILES	2,058 LF	38.00	78,204.00
0224	8453000000-E	454	METHOD B DAMPPROOFING	195 SY	50.00	9,750.00
0225	8517000000-E	460	1'-***X ***** CONCRETE PARAPET (1'-0" x 1'-9")	376.7 LF	80.00	30,136.00
0226	8531000000-E	462	4" SLOPE PROTECTION	798.3 SY	70.00	55,881.00
0227	8860000000-N	SP	GENERIC STRUCTURE ITEM CONDUIT IN PARAPET	Lump Sum LS	10,000.00	10,000.00
0228	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING STRUCTURAL STEEL	Lump Sum LS	82,500.00	82,500.00
0229	8860000000-N	SP	GENERIC STRUCTURE ITEM SELF LUBRICATING EXPANSION BEARING ASSEMBLIES	Lump Sum LS	125,000.00	125,000.00

Contract Item Sheets For C203255

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0230	8860000000-N	SP	GENERIC STRUCTURE ITEM STRUCTURAL STEEL APPROX. 610,900 LBS.	Lump Sum LS	1,300,000.00	1,300,000.00
0231	8860000000-N	SP	GENERIC STRUCTURE ITEM STRUCTURE DRAINAGE SYSTEM	Lump Sum LS	175,000.00	175,000.00
0232	8860000000-N	SP	GENERIC STRUCTURE ITEM TEMPORARY RAILROAD SHORING	Lump Sum LS	850,000.00	850,000.00
0233	8867000000-E	SP	GENERIC STRUCTURE ITEM METAL HANDRAIL	453.7 LF	120.00	54,444.00
0234	8892000000-E	SP	GENERIC STRUCTURE ITEM REINFORCED CONCRETE DECK SLAB	6,975 SF	42.00	292,950.00
0235	8893000000-E	SP	GENERIC STRUCTURE ITEM MEMBRANE LAYER WATERPROOFING SYSTEM FOR DECK	761 SY	40.00	30,440.00
0236	8893000000-E	SP	GENERIC STRUCTURE ITEM ONE INCH ASPHALT PLANKING PROTECTIVE COURSE FOR DECK	761 SY	40.00	30,440.00
0237	8893000000-E	SP	GENERIC STRUCTURE ITEM TWO PART MEMBRANE WATERPROOFING SYSTEM	40 SY	400.00	16,000.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$13,652,517.54

Contract No. C203255
County Wake

Rev. 5-19-11

**EXECUTION OF CONTRACT
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY**

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.

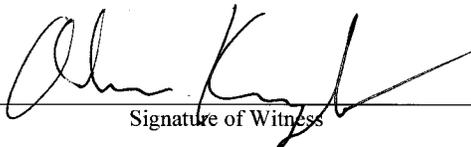
SIGNATURE OF CONTRACTOR

FSC II, LLC dba Fred Smith Company

Full Name of Firm

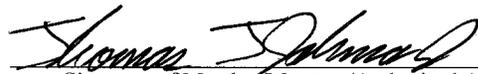
6105 Chapel Hill Road, Raleigh, NC 27607

Address as Prequalified


Signature of Witness

Adam Kingsley

Print or type Signer's name


Signature of Member/Manager/Authorized Agent
Select appropriate title

Thomas T. Johnson, Jr.

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

14 day of January 2014

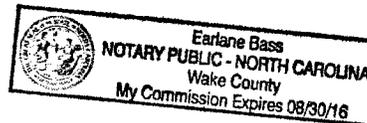

Signature of Notary Public

of Wake County

State of North Carolina

My Commission Expires: 8/30/2016

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.

1-17-12
Z-140

Contract No. C203255

County (ies): Wake

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION



Contract Officer



Date

Execution of Contract and Bonds
Approved as to Form:



Attorney General

Contract No. C203255
County Wake

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution January 13, 2014

Name of Principal Contractor FSC II, LLC dba Fred Smith Company

Name of Surety: Western Surety Company and Liberty Mutual Insurance Company

Name of Contracting Body: **North Carolina Department of Transportation**
Raleigh, North Carolina

Amount of Bond: \$13,652,517.54

Contract ID No.: C203255

County Name: Wake

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No.
County

C203255

Wake

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Western Surety Company and Liberty Mutual Insurance Company

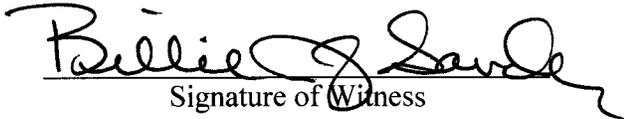
Print or type Surety Company Name

By **Renee Ellis**

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact



Signature of Witness

Billie Jo Sanders

Print or type Signer's name

2601 Bell Road, Montgomery, Alabama 36117

Address of Attorney-in-Fact

Contract No.
County

C203255

Wake

Rev 5-17-11

CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

FSC II, LLC dba Fred Smith Company

Full name of Firm

6105 Chapel Hill Road, Raleigh, NC 27607

Address as prequalified

By:



Signature of ~~Member~~, ~~Manager~~, Authorized Agent
Select appropriate title

Thomas T. Johnson, Jr.

Print or type Signer's name

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of October, 2012.



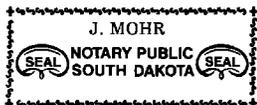
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of January, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6334577

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

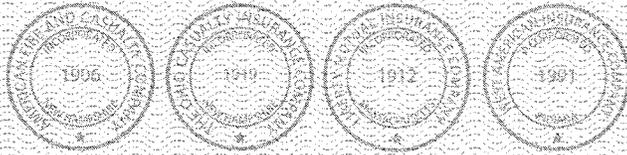
KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, 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, Billie Jo Sanders; David J. Durden; Paul B. Scott Jr; Renee Ellis; Thomas J. Gentile

all of the city of Montgomery state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 30th day of October, 2013

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary



STATE OF WASHINGTON ss.
COUNTY OF KING

On this 30th day of October, 2013, before me personally appeared Gregory W. Davenport, 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 Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, 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.

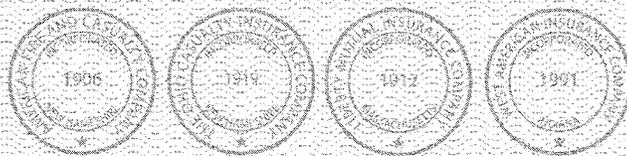
Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety 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, David M. Carey, 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 13th day of January, 2014

By: David M. Carey
David M. Carey, Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Contract No. C203255
County Wake

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: January 13, 2014

Name of Principal Contractor: FSC II, LLC dba Fred Smith Company

Name of Surety: Western Surety Company and Liberty Mutual Insurance Company

Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina

Amount of Bond: \$13,652,517.54

Contract ID No.: C203255

County Name: Wake

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.
County

C203255

Wake

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Western Surety Company and Liberty Mutual Insurance Company

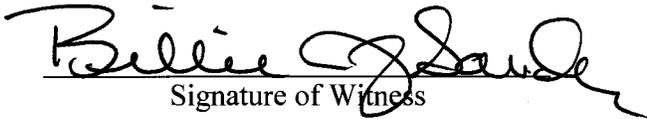
Print or type Surety Company Name

By Renee Ellis

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact



Signature of Witness

Billie Jo Sanders

Print or type Signer's name

2601 Bell Road, Montgomery, Alabama 36117

Address of Attorney-in-Fact

Contract No.
County

C203255

Wake

Rev 5-17-11

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

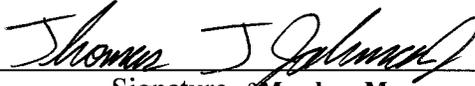
FSC II, LLC dba Fred Smith Company

Full name of Firm

6105 Chapel Hill Road, Raleigh, NC 27607

Address as prequalified

By:



Signature of ~~Member~~, ~~Manager~~, Authorized Agent

Select appropriate title

Thomas T. Johnson, Jr.

Print or type Signer's name

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of October, 2012.



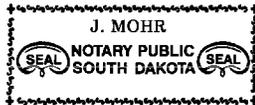
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of January, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6334578

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

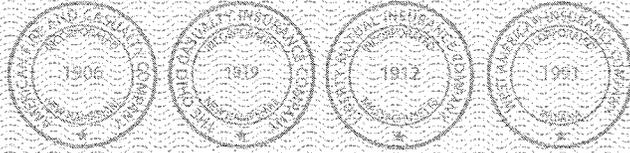
KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, 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, Billie Jo Sanders; David J. Durden; Paul B. Scott Jr; Renee Ellis; Thomas J. Gentile

all of the city of Montgomery state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 30th day of October, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary



STATE OF WASHINGTON ss
COUNTY OF KING

On this 30th day of October, 2013, before me personally appeared Gregory W. Davenport, 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 Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, 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.

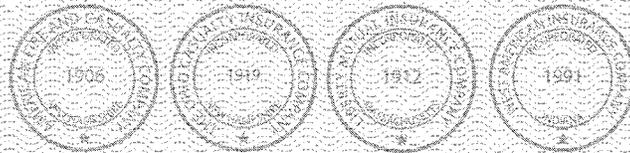
Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety 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, David M. Carey, 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 13th day of January, 2014.

By: David M. Carey
David M. Carey, Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.