

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

PROPOSAL

DATE AND TIME OF BID OPENING: **AUGUST 17, 2004 AT 2:00 PM**

CONTRACT ID C200842

WBS 33093.3.1

FEDERAL-AID NO. BRSTP-1127(8)

COUNTY HENDERSON

T.I.P. NO. B-3475

MILES 0.095

ROUTE NO. SR 1127

LOCATION CULVERT ON WASH CREEK AND APPROACHED ON SR-1127 (KANUGA RD)
IN HENDERSONVILLE.

TYPE OF WORK GRADING, DRAINAGE, PAVING & CULVERT.

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALITY 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.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & CULVERT PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

PROPOSAL FORM FOR THE CONSTRUCTION OF CONTRACT NO. C200842

IN HENDERSON 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. C200842; 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 2002 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. C200842

In Henderson 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 2002 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 any 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.

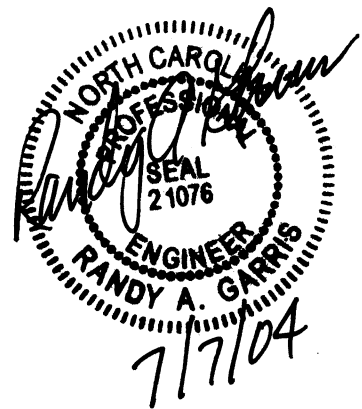


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PROJECT SPECIAL PROVISIONS

General

7-1-95

SP1G01

CONTRACT TIME AND LIQUIDATED DAMAGES:

07-20-99

The date of availability for this contract is September 27, 2004, 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, and except as follows: the Contractor will not be allowed to close the existing road (SR 1127) until March 15, 2005. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is November 1, 2005.

When observation periods are required by the special provisions, they are not a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. Should an observation period extend beyond the final completion date, the acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are One Thousand Dollars (\$1,000.00) per calendar day.

SP1G04

SAFETY INDEX RATING:

6-18-02

Revise the 2002 Standard Specifications as follows:

Page 1-10, Article 102-2

Before the last paragraph on this page, add the following paragraph:

"All subcontractors performing work for the Department shall have received a passing grade on the Safety Index Rating form, in accordance with Article 102-2, prior to beginning work. Subcontractors can request the Safety Index Rating form from the State Contractual Services Engineer."

SP1G14

MAJOR CONTRACT ITEMS:

2-19-02_c

The following listed items are the major contract items for this contract (See Articles 101-54 and 104-5 of the Standard Specifications):

SP1G28

<u>Line #</u>	<u>Description</u>
15	Asphalt Concrete Surface Course, Type S9.5B
118	Class "A" Concrete (Culvert)

SPECIALTY ITEMS: **7-1-95**

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

Line #	Description	
55 thru 57	Long-Life Pavement Markings	
62	Pavement Markers	
63 thru 79	Utility Construction Items	
80 thru 99	Erosion Control Items	
100 thru 114	Signal Items	
		SP1G37

FUEL PRICE ADJUSTMENT: **2-19-02_{cc}**

Fuel Price Adjustment for items of work listed below will be made in accordance with Section 109-8 of the Standard Specifications.

The base index price for DIESEL #2 FUEL is \$1.0387 per gallon.

The selected item(s) of work and the fuel factor used in calculating adjustments to be made are as follows:

<u>Line #</u>	<u>Description</u>	<u>Units</u>	<u>Fuel Usage Factor</u> Diesel
15	Asphalt Concrete Surface Course, Type S9.5 B	Gal/Ton	2.90
			SP1G43

SCHEDULE OF ESTIMATED COMPLETION PROGRESS: **07-20-04**

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 (Dollar Value)</u>
2005 (07/01/04 – 06/30/05)	81% of Total Amount Bid
2006 (07/01/05 – 06/30/06)	19% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the 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.

SP1G58

ELECTRONIC BIDDING:**03-16-04**

Page 1-2, Article 101-11

Delete this article and replace with the following:

Bid (Or Proposal): The electronic offer of a Bidder via Bid Express™ to the Department to perform the work and to furnish the labor and materials at the prices quoted.

Page 1-3, Article 101-20, **Contract**

Add after the second paragraph of this article.

All references to contracts shall include electronic agreements and printed paper agreements. These may include but not be limited to the electronic bid bond, non-collusion statement, debarment certification, and award limits.

Page 1-6, Article 101-64 **Proposal Form**

Delete this article and replace with the following:

Proposal or Proposal Form: The electronic or paper form provided by the Department that the Bidder uses to develop his electronic offer to perform the work at designated bid prices.

Page 1-14, Article 102-9

Delete Article 102-9 in its entirety and replace with the following:

102-9 ELECTRONIC BIDDING.

The Bidder shall submit bids electronically using the following guidelines:

1. The prequalified Bidder shall have a fully executed *Non-Collusion Affidavit and Debarment Certification* on file in the Contract Office prior to submitting his bid. If the Bidder cannot provide the debarment certification required, he shall provide an explanation as shown in the certification. The explanation will not necessarily result in denial of participation in a contract. Non-collusion and debarment certification forms shall be downloaded at <http://www.NCDOT.org/business>. Forms shall be executed in accordance with Section 102-8. The affidavit and certification shall be received in the Contract Office by 5 p.m. the last business day before the bid letting. The Contract Office address is shown at the end of this provision.

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.

Failure to have a fully executed non-collusion affidavit and debarment certification on file in the Contract Office prior to placing bids will cause those bids to be non-responsive.

2. Obtain on-line bidding information from Bid Express™ at www.bidx.com (Note: Obtain an account and valid Digital Signature from Bid Express™ in order to bid electronically).
3. An electronic corporate surety bid bond for at least 5% of the total amount bid shall accompany each electronic bid, or the Contractor may submit a certified check or cashier's check in lieu of an electronic bid bond. The certified check or cashier's check shall be for at least 5% of the total amount bid and shall be received by 5 p.m. the last business day before the bid letting and shall be delivered to the address shown at the end of this provision.

Contact either or both of the following bond management companies in order to acquire the necessary service to submit an electronic bid bond.

- a. Surety 2000 (www.surety2000.com)
 - b. Surepath (www.insurevision.com)
4. Debarment Certification – The Bidder shall provide a debarment certification in the electronic bid submittal. If a Bidder cannot provide the debarment certification required, he shall provide an explanation in the Bid Express™ miscellaneous folder within the .ebs file. The explanation will not necessarily result in denial of participation in a contract. Failure to furnish a certification or an explanation will be grounds for rejection of a bid.
 5. Zero (0) is considered a valid bid. Do Not enter zero (0) in any unit price field unless zero (0) is the intended bid for that item.
 6. Include all addenda in the submitted electronic bid. Bid Express™ will not accept a bid which does not contain all addenda. Section 103-2 (Correction of Bid Errors) will not apply to On-Line Electronic Bidding. All addenda and attachments will be considered part of the bid.
 7. The electronic bid may be changed and resubmitted as many times as desired prior to the advertised bid opening time specified in the Invitation to Bid. The latest time stamped electronically submitted bid prior to the advertised bid opening time will constitute the Bid.
 8. The provisions of Section 102-8 will apply to the preparation of bids except that the bid shall be submitted via Bid Express™ On-Line Bid Submission.
 9. All bids shall be submitted with an electronically affixed digital signature. For the purpose of this provision, affixing a digital ID to the bid shall be the equivalent of signing before a notary public and placing in force the non-collusion affidavit and debarment certification on file with the Department.

10. By submitting an electronic bid, the Bidder certifies that he has read, understands, accepts, acknowledges and agrees to comply with all statements, conditions and Specifications in the electronic bid submittal.
11. Bids will be decrypted, opened, printed to paper and read publicly at the time and place specified in the invitation to bid.
12. The successful Bidder if award be made shall submit a fully executed *Execution of Contract, Non-Collusion Affidavit and Debarment Certification* signature sheet, and payment and performance bonds within 14 calendar days of receipt of award letter.
13. The Department will not be responsible if a Bidder cannot submit his bid to Bid Express™ and claims will not be accepted for this. In the event of technical difficulties, the Department reserves the right to postpone the reading of bids for up to 4 hours past the advertised bid opening time.
14. The pre-bid *Non-Collusion Affidavit, Debarment Certification signature sheet, Execution of Contract, Non-Collusion Affidavit, Debarment Certification signature sheet*, certified check or cashier's check in lieu of electronic bid bond, payment and performance bonds shall be delivered to the Contract Office at the address shown herein:

Physical Address

State Contract Officer
 Project Services Unit
 Century Center Bldg. B
 1020 Birch Ridge Drive
 Raleigh, NC 27610

Mailing Address:

State Contract Officer
 NC Department of Transportation
 Contracts and Proposals
 1591 Mail Service Center
 Raleigh, NC 27699-1591

SP1G60

DISADVANTAGED BUSINESS ENTERPRISE07-17-01_R**POLICY**

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of contracts financed in whole or in part by Federal Funds in order to create a level playing field.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

OBLIGATION

The Contractor, subcontractor, and sub-recipient 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 26 in the award and administration of federally 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 Department deems necessary.

GOALS

The following goal for participation by Disadvantaged Business Enterprise (DBE) is established for this contract:

Disadvantaged Business Enterprises 8%

The Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as goals for this contract.

LISTING OF DBE SUBCONTRACTORS

All bidders, at the time the bid proposal is submitted, must also submit a listing of DBE participation on the appropriate form (or facsimile thereof) contained elsewhere in this proposal in order for the bid to be considered responsive. Bidders must indicate the total dollar value of DBE participation for the contract. In the event the bidder has no DBE participation, he is still required to indicate this on the forms by entering the word or number zero. Blank forms will not be deemed to represent zero participation. **BIDS SUBMITTED WHICH DO NOT HAVE DBE PARTICIPATION INDICATED ON THE APPROPRIATE FORM WILL NOT BE READ PUBLICLY DURING THE OPENING OF BIDS.** The Department will not consider these bids for award and they will be returned to the bidder. Bidders have the option of submitting their DBE participation in an abbreviated format as required in Paragraph A below, or the bidder may submit their DBE participation in the additional detail required by Paragraph B below. In the event the bidder elects to submit DBE participation in accordance with Paragraph A and is determined to be the apparent lowest responsive bidder, that bidder must deliver to the Department no later than 12:00 noon of the sixth day following the opening of bids, a detailed DBE submittal as required by Paragraph B below.

Only those DBE firms with current certification by the Department will be considered acceptable for listing in the bidder submittal of DBE participation.

- A. The Contractor shall indicate on the form for listing of DBE subcontractors contained elsewhere in this proposal the following required information:

REQUIRED INFORMATION

- (1) The names and addresses of DBE firms committed to participate in the contract
- (2) The Contract Item Numbers of work to be performed by each DBE firm; and
- (3) The total dollar amount to be paid to each DBE based on agreed upon unit prices.

Failure to indicate the required information on the specified form will cause the bid to be considered nonresponsive and it may be rejected.

- B. In lieu of submitting the information required by (A) above, the bidder may submit the detailed information that required below along with the bid proposal.

REQUIRED INFORMATION

- (1) The names and addresses of DBE firms committed to participate in the contract
- (2) The Contract Item Numbers and Contract Item Descriptions and agreed upon unit prices of work to be performed by each DBE firm; and
- (3) The total dollar amount to be paid to each DBE based on agreed upon unit prices.

Failure to indicate the required information on the specified form will cause the bid to be considered nonresponsive and it may be rejected.

The bidder is required to submit written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal, indicating their participation in the contract.

The Department will not allow any substitutions, deletions, or other alterations to the listing of firms committed for DBE participation and/or the respective listed contract item numbers after opening of bids. The Department will not allow adjustments to total dollar amount of DBE participation after the opening of bids that would result in the DBE participation being less than the contract goal. The only exceptions to the requirements of this paragraph will be: (1) to allow for replacement of a DBE firm that had been decertified after opening of bids, and (2) to allow alteration of the listed contract item numbers subject to the Bidder submitting sufficient documentation to verify an obvious error in the initial submittal.

- C. If the DBE participation submitted in the bid by the apparent lowest responsive bidder in response to Paragraph A/B does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit information to satisfy the North Carolina Department of Transportation that sufficient Good Faith efforts have been made to meet the contract goals. One complete set and nine (9) copies of this information must be received in the office of the State Contractual Services Engineer no later than 12:00 noon of the sixth day following opening of bids. Where the information submitted includes

repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms being solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Where the bidder fails to provide this information by the deadline, the Department may impose one or more of the following sanctions: (1) disqualify the contractor and any affiliated companies from further bidding for a period of time of no more than 90 days from the date of disqualification as established in notification by certified mail, (2) disqualify the Contractor and any affiliated companies for award of all contracts for which bids have been received and opened, (3) disqualify the Contractor from the contract in question.

The following factors are what the Department will consider in judging whether or not the bidder has made adequate good faith effort:

- (1) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform DBEs of subcontracting opportunities.
- (2) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 days prior to bid opening. Whether the bidder provided written notice to all DBEs listed in the NCDOT DBE directory, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the bidder will be subcontracting.
- (3) Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder must notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, as well as call the project Compliance Officer in the Office of Civil Rights to give notification of the bidder inability to get DBE quotes.
- (4) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces.
- (5) Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract

- (6) Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- (7) Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the Contractor to accept unreasonable quotes in order to satisfy contract goals.
- (8) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.
- (9) Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (10) Any other evidence that the bidder submits which show that the bidder has made reasonable Good Faith efforts to include DBE participation.

In the event one bidder is the apparent low bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the DBE participation as long as the overall goal value of all projects is achieved.

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Goal Compliance Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. A committee appointed by the Department will hear administrative reconsideration. Members of this committee will be officials who did not take part in the original determination by the Goal Compliance Committee. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration. Explaining the basis for finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department.

In the event that the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

DBE DIRECTORY

Included with this Proposal is a list of Disadvantaged Business Enterprises (DBE) which have been certified as such by the North Carolina Department of Transportation. Only those DBE firms with current certification may be listed in the proposal.

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

REPLACEMENT OF DBEs

(A) Performance Related

If any DBE Subcontractor submitted on the form for listing of DBE Subcontractors, contained elsewhere in this proposal, is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the DBE Subcontractor with another DBE Subcontractor to perform at least the same amount of work of the contract as the DBE that was terminated.

To demonstrate necessary, reasonable Good Faith efforts, the Contractor shall document the steps he has taken to replace any DBE Subcontractor who is unable to perform successfully with another DBE Subcontractor. Such documentation shall include but not be limited to the following:

- (a) Copies of written notification to DBEs that their interest is solicited in subcontracting the work defaulted by the previous DBE subcontractor or in subcontracting other items of work in the contract.
- (b) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (1) The names, addresses, and telephone numbers of DBEs who were contacted;
 - (2) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
- (c) For each DBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (d) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

The contractor will not terminate a DBE subcontractor listed in the proposal for convenience or perform the work with its own forces or those of an affiliate without the written approval of the Engineer. If the Contractor fails to demonstrate reasonable efforts to replace a DBE firm that does not perform as intended or completes the work with its own forces without the Engineer's approval, the Contractor will be disqualified from further bidding for a period of up to 6 months after notification by certified mail.

(B) Decertification

1. If a Prime Contractor has listed a DBE firm in his low bid submitted and that DBE Subcontractor is subsequently decertified by the Department after a Request for Subcontract has been approved, then the Department will not require the Prime Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal but may not be counted toward the overall program goal.
2. If a Prime Contractor has listed a DBE firm in his low bid submittal and the DBE firm is decertified prior to the Department approving a Request for Subcontract for the named DBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a Good Faith effort to do so.

DEFINITIONS

For purposes of this provision the following definitions will apply:

- (1) Socially and economically disadvantaged individuals means a person who has a net worth of \$750,000.00 or less and is a citizen or lawful permanent resident of the United States and who is:
 - (a) A Black American
 - (b) A Hispanic American
 - (c) A Subcontinent Asian American
 - (d) A Native American
 - (e) An Asian-Pacific American
 - (f) A Woman
 - (g) Members of other groups, or other individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(d) of the Small Business Act, as amended (15 U.S.C. 637(d)).

- (h) Members of other groups, or other individuals found to be economically and socially disadvantaged by the N. C. Department of Transportation under the Criteria for Disadvantaged Business Enterprises as published by the Department.
- (2) Disadvantaged Business Enterprise (DBE) means a for-profit small business concern.
 - (a) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation in which 51 percent of the stock is owned by one or more such individuals; and
 - (b) Whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it,

COUNTING DBE PARTICIPATION TOWARD MEETING THE DBE GOAL

- (1) If a firm is determined to be an eligible DBE firm and certified by the Department, the total dollar value of the participation by the DBE will be counted toward the goal. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the contractor.
- (2) When a DBE performs as a participant in a joint venture, the contractor may count toward its DBE 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 forces.
- (3)
 - (a) The Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. 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 other relevant factors.
 - (b) Consistent with normal industry practices, a DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal. If a DBE Contractor or Subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

- (c) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.
- (1) The DBE firm must be responsible for the management and supervision of entire trucking operation
 - (2) The DBE must itself own and operate at least one fully licensed, insured and operational truck
 - (3) The DBE will receive full credit for all trucks it owns, insures, operates, and employs drivers
 - (4) The DBE will receive full credit for all trucks leased from a certified DBE firm
 - (5) The DBE will only receive credit for the fees or commission for trucks leased from a non-DBE firm
 - (6) Others may use trucks during the term of the lease so long as the lease gives priority to the DBE for the use of the truck(s).

The DBE may present evidence to rebut this presumption to the Department for commercially useful functions.

- (4) A Contractor may count toward its DBE goal 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.
- (a) For purposes of this provision, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
 - (b) For purposes of this provision, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale 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 or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.
- (5) A contractor may count toward its DBE goal the following expenditures to DBE firms that are not manufacturers or regular dealers:
- (a) 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, toward DBE goal, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (b) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), toward DBE goals, provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

REPORTS

All requests for subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the DBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This document shall be on the Department's Form RS-1-D, or in lieu of using the Department's Form, copies of the actual executed agreement between the Prime Contractor and the DBE subcontractor may be submitted. In any event, the Department reserves the right to require copies of actual subcontract agreements involving DBE Subcontractors.

The RS-1-D certification forms may be obtained from the Department's Resident Engineer.

These certifications shall be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

REPORTING DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

When payments are made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor) shall provide the Engineer with an accounting of said payments. This accounting shall be furnished the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved Contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list. The accounting shall list for each payment made to a Disadvantaged Business Enterprise firm the following:

DOT Project Number
Payee Contractor Name
Receiving Contractor or Material Supplier
DBE Certification Basis, e.g., Woman Owned, Native American, African American, etc.
Amount of Payment
Date of Payment

A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Engineer.

SP1G61

RETAINAGE AND PROMPT PAYMENT:

1-01-02

Retainage:

The Department will not deduct and hold any retainage from the Prime Contractor on this project.

The 2002 Standard Specifications shall be revised as follows:

Sub-Article 109-4(A), pages 1-69 and 1-70

Delete the second, third, fourth, and fifth paragraphs of this subarticle.

Insert the following:

"The Department will withhold an amount sufficient to cover anticipated liquidated damages, as determined by the Engineer."

Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers and Release of Retainage

Contractors at all levels; prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

SP1G73

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

03-21-90

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

- (1) 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.
- (2) 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.

SP1G85

CONTRACTOR'S LICENSE REQUIREMENTS:

7-1-95

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).

SP1G88

DOMESTIC STEEL AND IRON PRODUCTS:

7-1-95

All steel and iron products which 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 project cost of the bid items involved does not exceed one-tenth of one percent (0.1 percent) of the total amount bid for the entire project or \$2,500.00, whichever is

greater. This minimal amount of foreign produced steel and iron products permitted for use by this Special Provision is not applicable to fasteners. Domestically produced fasteners are required for this project.

All steel and iron products furnished as "domestic products" shall be melted, cast, formed, shaped, drawn, extruded, forged, fabricated, produced, or otherwise processed and manufactured in the United States. Raw materials including pig iron and processed pelletized and reduced iron ore used in manufacturing "domestic" steel products may be imported; however, all manufacturing processes to produce the products, including coatings, must occur in the United States.

Before each steel or iron product is incorporated into this project or included for partial payment on a monthly estimate, the Contractor shall furnish the Resident Engineer a notarized certification certifying that the product conforms to the above requirements of this Special Provision. The Resident Engineer will forward a copy of each certification to the Materials and Tests Unit.

Each purchase order issued by the Contractor or a subcontractor for steel and iron products to be permanently incorporated into this project shall contain in bold print a statement advising the supplier that all manufacturing processes to produce the steel or iron shall have occurred in the United States. The Contractor and all affected subcontractors shall maintain a separate file for steel products permanently incorporated into this project so that verification of the Contractor's efforts to purchase "domestic" steel and iron products can readily be verified by an authorized representative of the Department or the Federal Highway Administration.

SP1G97

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**11-22-94**

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.

SP1G100

SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:**12-15-98**

The Contractor's attention is directed to the Standard Special Provisions entitled "Required Contract provisions - Federal-Aid Construction Contracts" contained elsewhere in this proposal.

This project is NOT located on the National Highway System, therefore, federal form FHWA-47 IS NOT required.

SP1G109

COMPENSATION AND RECORD KEEPING

03-16-04

Revise the *2002 Standard Specifications* as follows:

104-8 Compensation and Record Keeping

Change Article (A), subarticle 1. with the following:

In line 3 and line 6, change \$15,000.00 to \$25, 000.00.

SP1G110

CONTRACTOR BORROW SOURCE

07-20-04

Revise the *2002 Standard Specifications* as follows:

Page 2-17, Article 230-4(C) Contractor Furnished Sources, add the following;

If the Contractor proposes a borrow source, the environmental assessment shall include wetland and stream delineation extending 400 feet beyond the proposed borrow source limits.

1. If wetlands or streams are present within 400 feet of the borrow source and the contractor proposes to dewater:
 - a. Submit a hydrologic analysis (DRAINMOD or equivalent) to determine if excavation, pump frequency/duration/volume will permanently impact or cause degradation to wetlands or streams. The analysis shall consist of, but not be limited to:

Required buffer width to avoid long term impacts to wetlands or stream

Return interval to pre-existing hydrologic conditions after pit excavation and dewatering is completed.
 - b. Attach a conservation easement specifying that the completed pit impoundment, upon returning to mean water table elevation, shall not be drained, ditched, used for irrigation, or any other manner that would degrade wetlands and streams.
 - c. Provide copy of recorded conservation easement to Engineer prior to commencement of any work on proposed pit.
2. If wetlands or streams are not present within 400 feet, no additional documentation will be required.

During Department review of the proposed borrow area, the hydrologic analysis will be submitted to the U. S. Army Corps of Engineers for evaluation.

SP1G111

SUBSURFACE INFORMATION:

07-01-95

There is no subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

SP1G112

PAYMENTS FOR MATERIALS - REMOVABLE PAVEMENT MARKING MATERIAL:

07-01-95

When so authorized by the Engineer, partial materials payments will be made up to 90 percent of the delivered cost of pavement marking tape, provided that these materials have been delivered on or in the vicinity of the project, stored in an acceptable manner, not to exceed the shelf life recommended by the manufacturer, and further provided the documents listed in Subarticle 109-5(C) of the Standard Specifications have been furnished to the Engineer.

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

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

SP1G124

**PLANT AND PEST QUARANTINES:
(IMPORTED FIRE ANT, GYPSY MOTH,
WITCHWEED, AND OTHER NOXIOUS WEEDS)**

03-18-03

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.com/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.

SP1G130

SAFETY VESTS:

6-19-01

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.

SP1G139

DIRECTOR OF CONSTRUCTION IN LIEU OF CHIEF ENGINEER

03-16-04

Revise the 2002 Standard Specifications as follows:

Wherever the term *Chief Engineer* or *Chief Engineer of Operations* occurs in the Specifications, the actions and responsibilities referred to will be performed by the Director of Construction, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representative.

Revision to Definitions of Terms

Page 1-4, Article 101-35

101-35 ENGINEER

The Chief Engineer of Operations, and/or Director of Construction, Division of Highways, North Carolina, Department of Transportation, acting directly or through their duly authorized representative.

SP1G143

TWELVE MONTH GUARANTEE:**07-15-03**

- 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 shall 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.

SP1G145

PROJECT SPECIAL PROVISIONS

Roadway

7-1-95

SP1R01

CLEARING AND GRUBBING:

9-17-02

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

The 2002 Standard Specifications shall be revised as follows:

Page 2-3, Article 200-5

Delete the first sentence of this article and insert the following:

The property owner will have no right to use or reserve for his use any timber on the project. All timber cut during the clearing operations is to become the property of the Contractor, and shall be either removed from the project by him, or else shall be satisfactorily disposed of as hereinafter provided.

SP2R01

BORROW EXCAVATION:

2-19-02

Revise the 2002 Standard Specifications as follows:

Page 2-20, Article 230-6

After the first paragraph, insert the following paragraph:

"No direct payment will be made for the work of Evaluation of Potential Wetlands and Endangered Species as outlined above. Payment at the contract unit price for the pay item 'Borrow Excavation' or 'Grading - Lump Sum' will be considered full compensation for this work.'

SP2R37

SHOULDER AND FILL SLOPE MATERIAL(LUMP SUM GRADING)

5-21-02

General:

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 226 of the Standard Specifications except as follows:

Construct the top 6 inches (150 mm) of shoulder and fill slopes with soils capable of supporting vegetation.

Provide soil with a P.I. greater than 6 and less than 25 and with a pH ranging from 5.5 to 6.8. Remove stones and other foreign material 2 inches (50 mm) or larger in diameter. All soil is subject to test and acceptance or rejection by the Engineer.

Obtain material from within the project limits or approved borrow source.

Compensation:

No direct payment will be made for this work, as the cost of this work will be considered to be a part of the work being paid for at the contract lump sum price for "Grading".

SP2R45

ASPHALT PAVEMENTS - SUPERPAVE

02-17-04

Revise the 2002 Standard Specifications as follows:

PRIME COAT

Page 6-2, Article 600-9

Delete the first paragraph under this Article and substitute the following:

The quantity of prime coat to be paid will be the number of gallons (liters) of prime coat material that has been satisfactorily placed on the roadway. Each distributor load of prime coat material delivered and utilized on the project will be measured.

ASPHALT TACK COAT

Page 6-4, Article 605-8

Insert the following after paragraph one in this Article:

Take necessary precautions to limit the tracking and/or accumulation of tack coat material on either existing or newly constructed pavements. Excessive accumulation of tack may require corrective measures.

FIELD VERIFICATION AND JOB MIX FORMULA ADJUSTMENTS

Page 6-7, Article 609-4

Delete the first paragraph under this Article and substitute the following:

Conduct field verification of the mix at each plant within 30 calendar days prior to initial production of each mix design, when required by the Allowable Mix Adjustment Policy and when directed as deemed necessary.

Page 6-8, Article 609-4

Delete the first paragraph on this page and substitute the following:

Retain records of these calibrations and mix verification tests, including Superpave Gyratory Compactor (SGC) printouts, at the QC laboratory. In addition, furnish copies, including SGC printouts, to the Engineer for review and approval within one working day after beginning production of the mix.

Page 6-8, Article 609-4

Add the following sentence to the end of the last paragraph in this Article:

Any mix produced that is not verified may be assessed a price reduction at the Engineer's discretion in addition to any reduction in pay due to mix and/or density deficiencies.

Quality control minimum sampling and testing schedule:

Page 6-9, Subarticle 609-5(C)1

Delete the second sentence in the second paragraph of this Article and substitute the following:

Retain the QC compacted volumetric test specimens for 5 calendar days, commencing the day the specimens are prepared.

Page 6-9, Subarticle 609-5(C)2

At the bottom of this page, delete the sentence directly above the Accumulative Production Increment and substitute the following:

Sample and test the completed mixture from each mix design at the following minimum frequency during mix production:

Page 6-10, Subarticle 609-5(C)2

Revise Items B, C, D and E on this page as follows:

- B. Gradation on Recovered Blended Aggregate from Mix Sample (AASHTO T 30 Modified) Grade on all sieves specified on JMF
- C. Maximum Specific Gravity (AASHTO T 209 or ASTM D 2041), optional (ASTM D 6857)
- D. Bulk Specific Gravity of Compacted Specimens (AASHTO T166), optional (ASTM D 6752), Average of 3 specimens at N_{des} gyrations (AASHTO T 312)
- E. Air Voids (VTM) (AASHTO T 269), Average of 3 specimens at N_{des} gyrations

Page 6-11, Subarticle 609-5(C)2

At the top of this page, delete Item B.,” Reclaimed Asphalt Pavement...” and substitute the following:

- B. Reclaimed Asphalt Pavement (RAP) Binder Content and Gradation (AASHTO T 308 Modified or T 164 and AASHTO T 30 Modified) (sampled from stockpiles or cold feed system at beginning of production and weekly thereafter). Have RAP approved for use in accordance with Article 1012-1(G). (Split Sample Required)

Page 6-11, Subarticle 609-5(C)2

Insert the following sampling and testing at the end of this Subarticle

- F. Uncompacted Void Content of Fine Aggregate, AASHTO T 304, Method A (natural sand only). Performed at Mix Design and when directed as deemed necessary. (Split Sample Required)
- G. Reclaimed Asphalt Shingle Material (RAS) Binder Content and Gradation (AASHTO T 308 Modified or T 164 and AASHTO T 30 Modified) (sampled from stockpiles or cold feed system at beginning of production and weekly thereafter). Have RAS approved for use in accordance with Article 1012-1(F). (Split Sample Required)

CONTROL CHARTS

Page 6-11, Subarticle 609-5(C)3

Delete the second sentence of the first paragraph in this Subarticle and substitute the following:

Record all regularly scheduled random sample or directed sample full test series results for mix incorporated into the project on control charts the same day the test results are obtained.

Page 6-12, Subarticle 609-5(C)3

Delete item 3 in the list below the second full paragraph on this page.

CONTROL LIMITS

Page 6-12, Subarticle 609-5(C) 4

At the bottom of this page, delete the table and substitute the following:

CONTROL LIMITS

Mix Control Criteria	Target Source	Warning Limit	Moving Average Limit	Individual Limit
2.36mm Sieve	JMF	±4.0 %	±5.0 %	±8.0 %
0.075mm Sieve	JMF	±1.5 %	±2.0 %	±2.5 %
Binder Content	JMF	±0.3 %	±0.5 %	±0.7 %
VTM @ N _{des}	JMF	±1.0 %	±1.5 %	±2.0 %
VMA @ N _{des}	Min. Spec. Limit	-0.5%	-0.8%	-1.0%
P _{0.075} / P _{be} Ratio	Max. Spec. Limit	0.0	N/A	+0.4%
%G _{mm} @ N _{ini}	Max. Spec. Limit	N/A	N/A	+2.0%
TSR	Min. Spec. Limit	N/A	N/A	-15.0%

FIELD COMPACTION QUALITY CONTROL

Page 6-15, Subarticle 609-5(D)1

Delete the first and second sentences in the fourth paragraph on this page and substitute the following:

Base and intermediate mix types (surface mixes not included) utilized for pavement widening of less than 4.0 feet and all mix types used in tapers, irregular areas and intersections (excluding full width travel lanes of uniform thickness), will not be subject to the sampling and testing frequency specified above provided the pavement is compacted using approved equipment and procedures. However, the Engineer may require occasional density sampling and testing to evaluate the compaction process.

Page 6-16, Subarticle 609-5(D)1

Delete item number 2 at the top of this page. Item number 3 should be re-numbered as 2 after the specified deletion.

LIMITED PRODUCTION PROCEDURE

Page 6-17, Subarticle 609-5(D) 5

Delete the first paragraph in this Subarticle and substitute the following:

Proceed on limited production when, for the same mix type, one of the following items occur:

- (1) Two consecutive failing lots, excluding lots representing an individual resurfacing map or portion thereof.
- (2) Three consecutive failing lots, with each lot representing an individual resurfacing map or portion thereof.
- (3) Two consecutive failing nuclear control strips.

Pavement within each construction category (New and Other), as defined in Article 610-13, and pavement placed simultaneously by multiple paving crews will be evaluated independently for limited production purposes.

Delete the first sentence in the last paragraph in this Subarticle and substitute the following:

If the Contractor does not operate by the limited production procedures as specified above, the two consecutive failing density lots, three consecutive failing lots with each lot representing an individual resurfacing map or portion thereof, or two consecutive failing nuclear control strips, whichever is applicable, and all mix produced thereafter will be considered unacceptable.

DOCUMENTATION (RECORDS)

Page 6-18, Subarticle 609-5(E)

Delete the third and fourth sentence in the first full paragraph on this page and substitute the following:

Maintain all QC records, forms and equipment calibrations for a minimum of 3 years from their completion date.

Delete the second full paragraph on this page and substitute the following:

Falsification of test results, documentation of observations, records of inspection, adjustments to the process, discarding of samples and/or test results, or any other deliberate misrepresentation of the facts will result in the revocation of the applicable person's QMS certification. The Engineer will determine acceptability of the mix and/or pavement represented by the falsified results or documentation. If the mix and/or pavement in question is determined to be acceptable, the Engineer may allow the mix to remain in place at no pay for the mix, asphalt binder and other mix components. If the mix and/or pavement represented by the falsified results is determined not to be acceptable, remove and replace with mix, which complies with the Specifications. Payment will be made for the actual quantities of materials required to replace the falsified quantities, not to exceed the original amounts.

QUALITY ASSURANCE

Page 6-18, Article 609-6

In Item 5 under Plant Mix Quality Assurance, add "at a frequency equal to or greater than 5% of the QC sample frequency".

In the first sentence within the paragraph below Plant Mix Quality Assurance, delete the words “of mix”.

In Item 1 under Density Quality Assurance, delete the wording at the end of the sentence “at a frequency equal to or greater than 10% of the frequency required of the Contractor”.

Page 6-19, Article 609-6

In Item 4 under Density Quality Assurance, add “at a frequency equal to or greater than 5% of the QC sample frequency.”

Insert the following after Item 4 under Density Quality Assurance:

- 6. By periodically directing the recalculation of random numbers for the Quality Control core or nuclear density test locations. The original QC test locations may be tested by QA and evaluated as verification tests.

LIMITS OF PRECISION

Page 6-19, Article 609-6

In the limits of precision table, delete the last three rows and substitute the following:

QA retest of prepared QC Gyrotory Compacted

Volumetric Specimens	± 0.015
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison of QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Nuclear Comparison of QC Test	± 2.0% (% Compaction)
QA Nuclear Verification Test	± 2.0% (% Compaction)

ASPHALT CONCRETE PLANT MIX PAVEMENTS – DESCRIPTION

Page 6-21, Article 610-1

Insert the following after the last paragraph in this Article:

A high frequency of asphalt plant mix, density, or mix and density deficiencies occurring over an extended duration of time may result in future asphalt, which is represented by mix and/or density test results not in compliance with minimum specification requirements, being excluded from acceptance at an adjusted contract unit price in accordance with Article 105-3. This acceptance process may apply to all asphalt produced and /or placed and may continue until the Engineer determines a history of quality asphalt production and placement is reestablished.

MATERIALS

Page 6-21, Article 610-2

Delete reference of Anti-strip additive (chemical) to Article 1020-2 and substitute Article 1020-8.

COMPOSITION OF MIXTURES (MIX DESIGN AND JOB MIX FORMULA)

Page 6-21, Subarticle 610-3(A)

At the end of the second paragraph under this Subarticle, add the following sentence:

In addition, submit Superpave gyratory compactor printouts for all specimens compacted at N_{des} and N_{max} during the mix design process.

Insert the following paragraph after the second paragraph under this Subarticle:

For the final surface layer of the specified mix type, use a mix design with an aggregate blend gradation above the maximum density line on the 2.36 mm and larger sieves.

Insert the following at the end of the third paragraph under this Article:

When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 20 percent of the total binder in the completed mix, the virgin binder PG grade must be one grade below (both high and low temperature grade) the binder grade specified in Table 610-2 for the mix type.

Delete the fourth paragraph in this Subarticle and substitute the following:

For Type S 12.5D mixes, the maximum percentage of reclaimed asphalt material is limited to 15% and must be produced using virgin asphalt binder grade PG 76-22. For all other recycled mix types, when the percentage of RAP is 15 percent or less of the total mixture, the virgin binder PG grade must be as specified in Table 610-2 for the specified mix type. When the percentage of RAP is greater than 15 but not more than 25 percent of the total mixture, the virgin binder PG grade must be one grade below (both high and low temperature grade) the specified grade for the mix type. When the percentage of RAP is greater than 25 percent of the total mixture, the Engineer will establish and approve the asphalt binder grade.

Page 6-22, Subarticle 610-3(A)

Insert the following sentence at the end of the Item 4:

If natural sand is utilized in the proposed mix design, determine and report the Uncompacted Void Content of the natural sand in accordance with AASHTO T-304, Method A.

Page 6-23, Subarticle 610-3(A)

Under the quantities of mix components insert the following sentence:

When requested by the Engineer, submit to the Department’s Materials and Tests Unit, in Raleigh, six (6) Superpave Gyratory Compactor specimens compacted to a height of 75 mm and to a void content (VTM) of 4.0% +/- 0.5% for performance rut testing with the Asphalt Pavement Analyzer.

JOB MIX FORMULA

Page 6-24, Subarticle 610-3(C)

Delete Table 610-1 and associated notes. Substitute the following:

**TABLE 610-1
SUPERPAVE AGGREGATE GRADATION DESIGN CRITERIA**

Standard Sieves (mm)	Percent Passing Criteria (Control Points)											
	Mix Type (Nominal Maximum Aggregate Size)											
	4.75 mm (a)		9.5 mm (c)		12.5 mm (c)		19.0 mm		25.0 mm		37.5 mm	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
50.0												100.0
37.5									100.0		90.0	100.0
25.0							100.0		90.0	100.0		90.0
19.0						100.0	90.0	100.0		90.0		
12.5				100.0	90.0	100.0		90.0				
9.5		100.0	90.0	100.0		90.0						
4.75	90.0	100.0		90.0								
2.36	65.0	90.0	32.0 (b)	67.0 (b)	28.0	58.0	23.0	49.0	19.0	45.0	15.0	41.0
1.18												
0.600												
0.300												
0.150												
0.075	4.0	8.0	4.0	8.0	4.0	8.0	3.0	8.0	3.0	7.0	3.0	6.0

- (a) For Type S 4.75A, a minimum of 50% of the aggregate components shall be manufactured material from the crushing of stone.
- (b) For Type SF 9.5A, the percent passing the 2.36mm sieve shall be a minimum of 60% and a maximum of 70%.
- (c) For the final surface layer of the specified mix type, use a mix design with an aggregate blend gradation above the maximum density line on the 2.36 mm and larger sieves.

Page 6-25, Subarticle 610-3(C),

Delete Table 610-2 and associated notes. Substitute the following:

**TABLE 610-2
SUPERPAVE MIX DESIGN CRITERIA**

Mix Type (f)	Design ESALs millions (a)	Binder PG Grade (b)	Compaction Levels			Volumetric Properties (c)			
			No. Gyration @ N _{ini}	N _{des}	N _{max}	VMA % Min.	VTM %	VFA Min. - Max.	%G _{mm} @ N _{ini}
S-4.75A	<0.3	64 -22	6	50	75	20.0	7.0-15.0		
SF-9.5A	<0.3	64 -22	6	50	75	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S-9.5B	0.3 - 3	64 -22	7	75	115	15.0	3.0 - 5.0	65 - 80	≤ 90.5
S-9.5C	3 - 30	70 -22	8	100	160	15.0	3.0 - 5.0	65 - 76	≤ 90.0
S-12.5C	3 - 30	70 -22	8	100	160	14.0	3.0 - 5.0	65 - 75	≤ 90.0
S-12.5D	> 30	76 -22	9	125	205	14.0	3.0 - 5.0	65 - 75	≤ 90.0
I-19.0B	< 3	64 -22	7	75	115	13.0	3.0 - 5.0	65 - 78	≤ 90.5
I-19.0C	3 - 30	64 -22	8	100	160	13.0	3.0 - 5.0	65 - 75	≤ 90.0
I-19.0D	> 30	70 -22	9	125	205	13.0	3.0 - 5.0	65 - 75	≤ 90.0
B-25.0B	< 3	64 -22	7	75	115	12.0	3.0 - 5.0	65 - 78	≤ 90.5
B-25.0C	> 3	64 -22	8	100	160	12.0	3.0 - 5.0	65 - 75	≤ 90.0
B-37.5C	> 3	64 -22	8	100	160	11.0	3.0 - 5.0	63 - 75	≤ 90.0
	Design Parameter				Design Criteria				
All	1. %G _{mm} @ N _{max}				≤ 98.0% (d)				
Mix	2. Dust to Binder Ratio (P _{0.075} / P _{be})				0.6 - 1.4				
Types	3. Retained Tensile Strength (TSR) (AASHTO T 283 Modified)				85 % Min. (e)				

- Notes:**
- (a) Based on 20 year design traffic.
 - (b) When Recycled Mixes are used, select the binder grade to be added in accordance with Subarticle 610-3(A).
 - (c) Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.
 - (d) Based on specimens compacted to N_{max} at selected optimum asphalt content.
 - (e) AASHTO T 283 Modified (No Freeze-Thaw cycle required). TSR for Type S 4.75A, Type B 25.0 and Type B 37.5 mixes is 80% minimum.
 - (f) Mix Design Criteria for Type S 4.75A may be modified subject to the approval of the Engineer

WEATHER, TEMPERATURE, AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES

Page 6-26, Article 610-4, Table 610-3

Delete the title of Table 610-3 and substitute the following title:

ASPHALT PLACEMENT- MINIMUM TEMPERATURE REQUIREMENTS

In the first column, third row; delete reference to the ACSC Types S 9.5A and S 12.5B mix.

Add the following minimum placing temperatures for mix types S 4.75A and SF 9.5A.

Asphalt Concrete Mix Type	Minimum Air Temperature	Minimum Road Surface Temperature
ACSC, Type S 4.75A, SF 9.5A	40°F (5°C)	50°F (10°C)

SPREADING AND FINISHING

Page 6-32, Article 610-8

Insert the following after the second sentence within the sixth paragraph in this Article,

Take necessary precautions during production, loading of trucks, transportation, truck exchanges with paver, folding of the paver hopper wings, and conveying material in front of the screed to prevent segregation of the asphalt mixtures.

Page 6-33, Article 610-8

At the end of the third full paragraph on this page, add the following sentence:

Waiver of the use of automatic screed controls does not relieve the Contractor of achieving plan grades and cross-slopes.

DENSITY REQUIREMENTS

Page 6-34, Article 610-10,

Delete Table 610-4 and substitute the following table and associated notes:

**Table 610-4
MINIMUM DENSITY REQUIREMENTS**

MIX TYPE	MINIMUM % of G_{mm}
SUPERPAVE MIXES	(Maximum Specific Gravity)
S 4.75A	85.0 ^(a,b)
SF 9.5A	90.0
S 9.5X, S 12.5X, I 19.0X, B 25.0X, B 37.5X	92.0

(a) All S 4.75A pavement will be accepted for density in accordance with Article 105-3

(b) Compaction to the above specified density will be required when the S 4.75 A mix is applied at a rate of 100 lbs/sy (55 kg/m²)

Page 6-34, Article 610-10

Delete the second paragraph in this Article and substitute the following:

Compact base and intermediate mix types (surface mixes not included) utilized for pavement widening of less than 4.0 feet (1.2 meters) and all mix types used in tapers, irregular areas and intersections (excluding full width travel lanes of uniform thickness), using equipment and procedures appropriate for the pavement area width and/or shape. Compaction with equipment other than conventional steel drum rollers may be necessary to achieve adequate compaction. Occasional density sampling and testing to evaluate the compaction process may be required. Densities lower than that specified in Table 610-4 will be accepted, in accordance with Article 105-3, for the specific mix types and areas listed directly above.

SURFACE REQUIREMENTS AND ACCEPTANCE

Page 6-35, Article 610-12

Delete the first paragraph in this Article and substitute the following:

Construct pavements using quality paving practices as detailed herein. Construct the pavement surface smooth and true to the plan grade and cross slope. Immediately correct any defective areas with satisfactory material compacted to conform with the surrounding area. Pavement imperfections resulting from unsatisfactory workmanship such as segregation, improper longitudinal joint placement or alignment, non-uniform edge alignment and excessive pavement repairs will be considered unsatisfactory and if allowed to remain in place will be accepted in accordance with Article 105-3.

When directed due to unsatisfactory laydown or workmanship, operate under the limited production procedures. Limited production for unsatisfactory laydown is defined as being restricted to the production, placement, compaction, and final surface testing (if applicable) of a sufficient quantity of mix necessary to construct only 2500 feet (750 meter) of pavement at the laydown width.

Remain on limited production until such time as satisfactory laydown results are obtained or until three consecutive 2500 foot (750 meter) sections have been attempted without achieving satisfactory laydown results. If the Contractor fails to achieve satisfactory laydown results after three consecutive 2500 foot (750 meter) sections have been attempted, cease production of that mix type until such time as the cause of the unsatisfactory laydown results can be determined. As an exception, the Engineer may grant approval to produce a different mix design of the same mix type if the cause is related to mix problem(s) rather than laydown procedures.

Mix placed under the limited production procedures for unsatisfactory laydown or workmanship will be evaluated for acceptance in accordance with Article 105-3.

DENSITY ACCEPTANCE

Page 6-36, Article 610-13

Delete the second paragraph on this page and substitute the following:

The pavement will be accepted for density on a lot by lot basis. A lot will consist of one day's production of a given job mix formula on a contract. As an exception, separate lots will be established when the one of the following occurs:

- (6) Portions of pavement are placed in both "New" and "Other" construction categories as defined below. A lot will be established for the portion of the pavement in the "New" construction category and a separate lot for the portion of pavement in the "Other" construction category.
- (7) Pavement is placed on multiple resurfacing maps, unless otherwise approved prior to paving. A lot will be established for each individual resurfacing map or portion thereof.
- (8) Pavement is placed simultaneously by multiple paving crews. A lot will be established for the pavement placed by each paving crew.
- (9) Pavement is placed in different layers. A lot will be established for each layer.
- (10) Control strips are placed during limited production.

The Engineer will determine the final category and quantity of each lot for acceptance purposes.

Page 6-36, Article 610-13

Delete the first sentence in the third paragraph on this page and insert the following:

The “New” construction category will be defined as pavements of uniform thickness, exclusive of irregular areas, meeting all three of the following criteria:

Delete the sixth paragraph in this Article and substitute the following:

A failing lot for density acceptance purposes is defined as a lot for which the average of all test sections, and portions thereof, fails to meet the minimum specification requirement. If additional density sampling and testing, beyond the minimum requirement, is performed and additional test sections are thereby created, then all test results shall be included in the lot average. In addition, any lot or portion of a lot that is obviously unacceptable will be rejected for use in the work.

Page 6-36, Article 610-13

Delete the last paragraph on this page and substitute the following:

Any density lot not meeting minimum density requirements detailed in Table 610-4 will be evaluated for acceptance by the Engineer. If the lot is determined to be reasonably acceptable, the mix will be paid at an adjusted contract price in accordance with Article 105-3. If the lot is determined not to be acceptable, the mix will be removed and replaced with mix meeting and compacted to the requirement of these specifications.

BASIS OF PAYMENT, ASPHALT PAVEMENTS

Page 6-37, Article 610-16

Add the following to the second paragraph:

The quantity of hot mix asphalt pavement, measured as provided in Article 610-15, will be paid for at the contract unit prices per ton (metric ton) for “Asphalt Concrete Surface Course, Type S 4.75A, and SF 9.5A”.

Add the following to the payment item description:

Asphalt Concrete Surface Course, Type S 4.75A	Ton (Metric Ton)
Asphalt Concrete Surface Course, Type SF 9.5A	Ton (Metric Ton)

Delete reference to the Asphalt Concrete Surface Course, Types S 9.5A and S 12.5B in both the second paragraph and in the payment description.

ASPHALT BINDER FOR PLANT MIX - METHOD OF MEASUREMENT

Page 6-39, Article 620-4

Delete the first sentence of the second paragraph on this page and substitute the following:

Where recycled plant mix is being produced, the grade of asphalt binder to be paid for will be the grade for the specified mix type as required in Table 610-2 unless otherwise approved.

CONSTRUCTION REQUIREMENTS

Page 6-43, Article 650-5

Add the following paragraph after the first paragraph under this Article:

Do not place open-graded asphalt friction course between October 31 and April 1 of the next year, unless otherwise approved. Place friction course, Type FC-1 mixes, only when the road surface temperature is 50°F (10°C) or higher and the air temperature is 50°F (10°C) or higher. The minimum air temperature for Type FC-1 Modified and FC-2 Modified mixes will be 60°F (15°C).

AGGREGATES FOR ASPHALT PLANT MIXES

Page 10-34, Subarticle 1012-1(B)4

Delete this Subarticle and substitute the following:

(4) Flat and Elongated Pieces:

Use coarse aggregate meeting the requirements of Table 1012-1 for flat and elongated pieces when tested in accordance with ASTM D 4791 (Section 8.4) on the No. 4 (4.75 mm) sieve and larger with a 5:1 aspect ratio (maximum to minimum) for all pavement types, except there is no requirement for Types S 4.75A, SF 9.5A, and S 9.5B.

Page 10-35, Table 1012-1

Delete Table 1012-1 and substitute the following:

**Table 1012-1
AGGREGATE CONSENSUS PROPERTIES^(a)**

Mix Type	Course	Fine	Sand	Flat &
	Aggregate	Aggregate	Equivalent	Elongated
	Angularities ^(b)	Angularity		5 : 1 Ratio
		% Minimum	% Minimum	% Maximum
	ASTM D 5821	AASHTO T 304 Method A	AASHTO T 176	ASTM D 4791 Section 8.4
S 4.75 A		40	40	
SF 9.5 A S 9.5 B I 19.0 B B 25.0 B	75 / -	40	40	10 ^(c)
S 9.5 C S 12.5 C I 19.0 C B 25.0 C B 37.5 C	95 / 90	45	45	10
S 12.5 D I 19.0 D	100 / 100	45	50	10
OGAFC	100 / 100	N/A	N/A	10

- (a) Requirements apply to the course aggregate blend and/or fine aggregate blend
- (b) 95/90 denotes that 95% of the course aggregate (+No.4 or + 4.75mm sieve) has one fractured face and 90% has two or more fractured faces.
- (c) Does not apply to Mix Types SF 9.5 A or S 9.5 B

Page 10-36, Subarticle 1012-1(C)1

Insert the following after the fourth paragraph on this page:

When natural sand is utilized in “C” or “D” level asphalt mixes, do not exceed the maximum natural sand percentage in the mix design and/or production aggregate blend detailed in Table 1012-1A.

Table 1012-1A

Uncompacted Void Content of Fine Aggregate AASHTO T 304 Method A	Maximum Percent Natural Sand Included in Mix Design and/or Production*
Less than 42.0	10
Equal to 42.0 to 44.9	15
Equal to 45.0 and greater	20

*Maximum percent natural sand may be exceeded with approval from Pavement Construction Engineer upon satisfactory evaluation of pavement performance testing

FINE AGGREGATE ANGULARITY

Page 10-36, Subarticle 1012-1(C)6

Delete reference to AASHTO TP 33 Method A and substitute AASHTO T 304, Method A.

Page 10-37, Subarticle 1012-1(H)

Delete this Subarticle. It is a duplicate of Subarticle 1012-1(F) located on Page 10-36.

ASPHALT BINDER

Page 10-46, Article 1020-2

Delete the first paragraph under this Article and substitute the following:

Use Performance Graded Asphalt Binder meeting the requirements of AASHTO M 320. See Article 610-3 for the specified grades. Submit a Quality Control Plan for asphalt binder production in conformance with the requirements of AASHTO R 26 to the Materials and Tests Unit.

SP6R01

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

11-21-00R

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__	4.3%
Asphalt Concrete Intermediate Course, Type I 19.0__	4.7%
Asphalt Concrete Surface Course, Type S 4.75A	7.0%

Asphalt Concrete Surface Course, Type SF 9.5A	6.5%
Asphalt Concrete Surface Course, Type S 9.5__	6.0%
Asphalt Concrete Surface Course, Type S 12.5__	5.5%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the Standard Specifications or Project Special Provisions.

SP6R15

ASPHALT PLANT MIXTURES:

7-1-95_c

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.

SP6R20

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

11-21-00

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

The base price index for asphalt binder for plant mix is \$210.28 per ton (metric ton).

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on June 1, 2004.

SP6R25

DISPOSAL OF WASTE AND DEBRIS:

2-19-02

Revise the 2002 Standard Specifications as follows:

Page 8-9, Subarticle 802-2(7. Buffer Zones:)

At the end of the last sentence in this subarticle, add the words "unless superseded by an environmental permit."

SP8R03

CONCRETE SIDEWALKS, DRIVEWAYS AND WHEELCHAIR RAMPS 10-21-03

Revise the 2002 Standard Specifications as follows:

PAGE 8-33, SECTION 848

Section 848-2 Add the following:

Detectable Warnings:

Detectable warnings may be either truncated dome concrete paving blocks or stamped concrete. Use Class "B" concrete.

Detectable warnings shall consist of raised truncated domes. Truncated Domes shall have a base diameter of no less than 0.9 inches (23 mm) to no more than 1.4 inches (36 mm), a top diameter of no less than 50 % to no more than 65% of the base diameter, and a height of 0.2 inches (5 mm). Truncated domes shall have center-to-center spacing of no less than 1.6 inches (41 mm) to no more than 2.4 inches (61 mm), and a base to base spacing of 0.65 inches (16 mm) minimum, measured between the most adjacent domes on square grid.

Section 848-3 Add the following:

Install 24 inches (600 mm) in length of truncated dome paving blocks along the bottom of the curb ramps in accordance the plans and details.

Obtain 70 percent contrast visibility with adjoining surfaces, either light-on-dark, or dark-on-light sequence covering the entire ramp.

Section 848-5

Add the following sentence to the third paragraph:

Such price will include furnishing and installing raised truncated domes.

SP8R120

AGGREGATE PRODUCTION:

11-20-01

Provide aggregate from a producer who utilizes the new Aggregate Quality Control/Quality Assurance Program that is in effect at the time of shipment.

No price adjustment is allowed to contractors or producers who utilize the new program. Participation in the new program does not relieve the producer of the responsibility of complying with all requirements of the Standard Specifications. Copies of this procedure are available upon request from the Materials and Test Unit.

SP10R05

CONCRETE BRICK AND BLOCK PRODUCTION:

11-20-01

Provide concrete brick and block from a producer who utilizes the new Solid Concrete Masonry Brick/Unit Quality Control/Quality Assurance Program that is in effect on the date that material is received on the project.

No price adjustment is allowed to contractors or producers who utilize the new program. Participation in the new program does not relieve the producer of the responsibility of complying with all requirements of the Standard Specifications. Copies of this procedure are available upon request from the Materials and Test Unit.

SP10R10

FINE AGGREGATE:

11-19-02

Revise the 2002 Standard Specifications as follows:

Page 10-17, Table 1005-2

Make the following change to the table:

For Standard Size 2MS the following gradation change applies.

The minimum percent shown for material passing the No. 8 (2.36mm) sieve has been changed from 84 to **80**.

SP10R15

BORROW MATERIAL

02-17-04

Revise the 2002 Standard Specifications as follows:

Page 10-44

Section 1018-2 II (b) Delete the last sentence in its entirety.

SP10R17

COATED, PAVED AND LINED CORRUGATED STEEL CULVERT PIPE: 10-21-03

Revise the 2002 Standard Specifications as follows:

Section 1032-4(E) Optional Coatings for Bituminous Coated Pipe and Pipe Arch:

Page 10-58. Delete Numbers 2. and 3., and substitute the following;

- 2. Type B: In lieu of Type B, Half Bituminous Coated and Partially Paved galvanized pipe, aluminized pipe or polymeric coated pipe without bituminous coating and paving may be used.
- 3. Type C: In lieu of Type C, Fully Bituminous Coated and Partially Paved galvanized pipe, aluminized pipe or polymeric coated pipe without a bituminous coating and paving may be used.

SP10R25

DRUMS:

07-16-02

Revise the 2002 Standard Specifications as follows:

Page 10-195, Subarticle 1089-5(C)

Delete the first (1st) sentence of the first (1st) paragraph and insert the following:

“Provide a minimum of three orange and two white alternating horizontal circumferential stripes covering the entire outside with each drum.”

SP11R05

PAVEMENT MARKING GENERAL REQUIREMENTS:

07-16-02

Revise the 2002 Standard Specifications as follows:

Page 12-10, Subarticle 1205-3(J)

Delete the first (1st) sentence of the first (1st) paragraph and insert the following:

“Have at least one member of every pavement marking crew working on a project certified through the NCDOT Pavement Marking Technician Certification Process. For more information contact the Traffic Control, Marking and Delineation Section of the North Carolina Department of Transportation at 919-250-4151 or

<http://www.doh.dot.state.nc.us/preconstruct/traffic/congestion/TC/>”

SP12R01

PROJECT SPECIAL PROVISIONS
Utility Construction

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 2002 and the provisions outlined below.

Owner and Owner's Requirements:

The existing water line and gravity sewer line belongs to the City of Hendersonville. The contact person for the City is Mr. Ezra Allman at (828) 697-3063. The Contractor shall provide access for the owner's representatives to all phases of construction. The owner shall be notified two weeks prior to commencement of any work and one week prior to service interruption. Interruption of water service or force main sewer service on main lines shall be limited to a maximum of 4 hours unless approved by the Engineer.

After the installed pipe, fittings, valves, hydrants, corporation stops and end plugs are inserted and secured, the pipeline shall be subjected to a hydrostatic pressure of 200 PSI for a period of 2 hours, by pumping the section full of clean water using an approved pressure pump. Cross connection for flushing and chlorination shall be made by means of a temporary connection from the supply pipe with an approved backflow prevention device. Cross connection and blowoff piping shall be two inches (2") in diameter for mains eight inches (8") and smaller, and four inches (4") in diameter for mains greater than eight inches (8") and less than sixteen inches (16"). Taps for the cross connection piping shall be made to the portion of the existing water main that will be removed from service. The proposed water main shall be laid to within one pipe length of the point of final connection prior to flushing and testing. All flushing and chlorination work shall be performed in accordance with AWWA C651-99. All fittings, valves, backflow prevention devices required for chlorination and testing shall be incidental to the cost of the proposed pipe being tested.

Any cracked, damaged, or defective pipe, fittings, valves, hydrants, or other attachments discovered as a result of the pressure test, shall be removed and replaced with sound material. The tests shall be repeated until test results are satisfactory.

After the pressure test is complete, the Contractor shall make a leakage test. Such leakage test shall last at least 2 hours at a pressure of 200 PSI.

The pressure test and leakage test may be performed concurrently.



All valves on the lines being sterilized shall be opened and closed several times during the chlorinating period. The pipeline shall then be flushed with clean water until the residual chlorine is reduced to less than 1.0 ppm or at the same level as in the existing water mains. Samples of water shall be taken at representative points along the pipeline by the Contractor in approved containers and submitted to a certified testing laboratory for bacterial and chlorine content. Test results shall be provided to the City of Hendersonville.

Utility Locations Shown on the Plans:

The locations, sizes, and type material of the existing utilities shown on the plans are from the best available information. The Contractor will be responsible for determining the exact location, size, and type material of the existing facilities necessary for the construction of the proposed utilities and to avoid damage to existing facilities.

Services will be checked for leaks, cracked, broken, or missing pipe, deformed pipe and grade.

Upon notification from the City of Hendersonville advising that the line has passed final inspection, the Engineer shall complete the Engineer's Certification and send to the Division of Environmental Management with a copy to the City of Hendersonville. The city shall then issue an acceptance letter for the line.

COMPENSATION:

No direct payment will be made for utility construction work required by the preceding provisions, which are general requirements applying to utility construction, and all of the requirements stated will be considered incidental work, paid for at the contract unit prices of the various utility items included in the contract.

1. BEDDING MATERIAL:

Bedding material for utility lines shall be installed in accordance with the applicable utility provisions herein, as shown on the utility construction plans, and/or as directed by the Engineer.

Bedding material shall meet the requirements of Article 1016-3 of the Standard Specifications. Bedding material shall be installed in accordance with Articles 300-6 and 300-7 of the Standard Specifications.

Bedding material installed in accordance with the plans and provisions herein and accepted, will be measured and paid for at the contract unit price per ton for "Bedding Material, Utilities Class ____". Such prices and payments shall be full compensation for all materials, labor, equipment, compaction and shaping the bedding material in accordance with Article 300-4 of the Standard Specifications, and incidentals necessary to complete the work as required.

2. DUCTILE IRON RIGID RESTRAINED JOINT SEWER PIPE:

Ductile Iron Rigid Restrained Joint Sewer Pipe shall be installed in accordance with the applicable utility provisions herein, as shown on the utility plans and/or as directed by the Engineer.

Ductile Iron Rigid Restrained Joint Sewer Pipe shall be of the thickness class or pressure rating shown on the utility plans and shall conform to ANSI A21.51 (AWWA C151). Push-on joints for such pipe shall be in accordance with ANSI A21.11 (AWWA C111). Pipe thickness shall be designed in accordance with ANSI A21.50 (AWWA C150) and based on laying conditions and internal pressures as stated on the plans.

Cement mortar lining and seal coating for pipe shall be in accordance with ANSI A21.4 (AWWA C104). Bituminous outside coating shall be in accordance with ANSI A21.51 (AWWA C151).

Ductile Iron Rigid Restrained Joint Sewer Pipe (also identified as DI Rigid Restrained Joint Sewer Pipe), installed in accordance with the plans and provisions herein and accepted, will be measured along the pipe from end to end, with no deductions for fittings and valves, and paid for at the contract unit price per linear foot for, " _____" DI Rigid Restrained Joint Sewer Pipe, PC ____". Such prices and payments will be full compensation for all materials, including pipe accessories, excavation, labor, pressure testing, sterilization, backfilling, and incidentals necessary to complete the work as required.

3. STEEL H-PILE PIERS:

Steel pile piers shall be furnished and installed as shown on the plans, as described in the provisions herein and in the contract and/or as directed by the Engineer.

Pier locations as shown on the plans shall be considered a guide only, with the final determination made at the time of construction by the Engineer. Pier spacing center to center will be shown on the plans, but all pier locations may be adjusted by the Engineer due to field conditions.

Piers will be placed parallel to the flow of the creek unless otherwise directed by the Engineer.

The work covered by this section consists of furnishing and driving piles, as indicated on the plans, the standard details, and as approved by the Engineer, in conformity with the specifications and to the bearing and penetration required.

Installation: General - The pilings shall be driven to obtain a bearing capacity of 10 tons based on the Standard Specifications and to a minimum depth of 10 feet in undisturbed

earth below the bottom of the creek channel or existing ground when not adjacent to the creek. Steel pile piers shall be of the size and configuration noted on the utility construction plan sheets.

Piles Lengths: Full length piles shall be used where practicable and not more than 2 pieces (1 splice) of steel pile will be permitted in making up one full length pile unless approved by the Engineer. Splices, where necessary and approved by the Engineer, shall be made as to maintain the true alignment and position of the pile sections. Both pieces of a spliced pile shall be the same shape.

Splices should develop not less than 100 percent of the bending strength of the pile and not less than 100 percent of the axial load strength of the pile. All welded splices will be of butt weld type with back-up plates welded to the flanges and web of the steel piles. All welding of structural steel in the shop or in the field shall meet the requirements of the AWS and be done by qualified welders. Certification of welders and welds will be required by the Engineer in accordance with the AWS Code.

Painting Steel Piers: Unless otherwise directed, all steel in the piers shall have a coal tar epoxy coating consisting of two coats of coal tar epoxy as specified. All surfaces of the steel to one foot below the disturbed ground shall receive the coating system and shall be thoroughly sand blasted prior to application to remove rust, dirt, grease, and other foreign material and to provide a clean surface to receive the coating. Each coat of paint shall be approved by the Engineer prior to application of the next coat. The total dry film thickness shall be at least 16 mils. Areas with coatings less than 16 mils shall be recoated as required to provide the specified film thickness.

Testing and Inspection: The Engineer will provide inspection and will determine bearing capacity of the driven piles. The Contractor shall submit the required hammer information as specified in the Standard Specifications to the Engineer.

Test piles which are not to be incorporated in the completed structure shall be removed to at least 2 feet below the surface of the ground or the stream bed, and the remaining hole backfilled with earth or other suitable material.

Pipe cradle shall be welded to steel plate as noted on the utility construction plan sheet details; spacing shall be sufficient to cradle pipe without lifting pipe from steel plate. Pipe cradle shall be welded to the steel piles. All welds shall be fillet welds and in conformance with the applicable AWS Structural Welding Code.

Straps and bolts shall be galvanized steel and straps shall be hot asphalt dipped. Straps shall be a 2" wide and ½" thick. Radius shall be ½ outside diameter of pipe.

Holes shall be drilled in strap and shall be 1/16" larger than bolt diameter. Bolts shall be 3/4" diameter, 4" long, fully threaded, with flat washers top and bottom, and 3/4" nuts. All steel shall be ASTM A36 steel.

Pipe cradles, straps, bolts, nuts and washers shall be considered incidental to steel pile piers.

Steel pile piers furnished and installed as required and accepted will be measured and paid for at the contract unit price per each for "Steel H-Pile Pier", such price and payments will be compensation in full for all materials, labor, equipment and incidentals necessary to complete the work.

PROJECT SPECIAL PROVISIONS
Utility

UTILITIES BY OTHERS

General:

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

- A) Duke Energy (Distribution)
- B) Bell South - Telephone
- C) Mediacom – CATV
- D) Public Service of North Carolina – Gas

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

The Contractor’s attention is directed to Article 105-8 of the Standard Specifications.

Utilities Requiring Adjustment:

- A) Duke Energy (Distribution)
 - 1) See Utilities by Others Plans.

NOTE: Duke Energy will complete relocations of their existing power distribution facilities to the new locations as shown on the utilities by others plans by July 10, 2004.

- B) Bell South - Telephone
 - 1) See Utilities by Others Plans.

NOTE: Bell South will relocate aerial telephone lines in joint use with proposed power and CATV throughout the project as shown on the utilities by others plans.

The minimum clearance over the Proposed Box Culvert will be 40 feet. The Contractor shall use caution when working around these telephone lines.

Bell South will complete relocations of their existing telephone facilities to the new locations as shown on the utilities by others plans by August 31, 2004.

C) Mediacom – CATV

- 1) See Utilities by Others Plans.

NOTE: Mediacom will relocate aerial CATV lines in joint use with proposed power and telephone throughout the project. Mediacom will install CATV lines following directly behind Duke Power's installation of their aerial facilities.

Mediacom will complete relocations of their existing CATV facilities to the new locations as shown on the utilities by others plans by July 30, 2004.

D) Public Service of North Carolina - Gas

- 1) See Utilities by Others Plans.

NOTE: The existing Gas line will be relocated to locations shown on the utilities by others plans.

The Contractor shall provide Public Service of North Carolina two weeks notice and then allow an additional two weeks to complete the relocation of their existing gas line facilities as shown on the utilities by others plans.

NOTE: All other utilities will remain in place and will be adjusted as necessary.

B-3475

**Project Special Provisions
Erosion Control**

Henderson County

Seeding And Mulching

(8ED)

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 by the Engineer. All rates are in pounds per acre (kilograms per hectare).

August 1 - June 1

May 1 - September 1

20# (23kg) Kentucky Bluegrass	20# (23kg) Kentucky Bluegrass
75# (85kg) Hard Fescue	75# (85kg) Hard Fescue
500# (560kg) Fertilizer	25# (28kg) German or Browntop Millet
4000# (4500kg) Limestone	500# (560kg) Fertilizer
	4000# (4500kg) Limestone

Approved Kentucky Bluegrass Cultivars:

Adelphi	Baron	Bristol	Challenger
Columbia	Fylking	Glade	Kenblue
Merit	Plush	Ram I	Rugby
Sydsport	Touchdown	Vantage	

Approved Hard Fescue Cultivars:

Aurora	Bardur	Crystal	Reliant	Scaldis
Spartan	Valda	Waldina	Warwick	

On cut and fill slopes 2:1 or steeper add 25# (28kg) Rye Grain August 1 - June 1.

On cut and fill slopes 2:1 or steeper add 30# (35 kg) Sericea Lespedeza January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. Upon written approval of the Engineer, 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.

Temporary Seeding:

Fertilizer shall be the same analysis as specified for "Seeding and Mulching" and applied at the rate of 400 pounds (450kg) and seeded at the rate of 50 pounds per acre (55kg per hectare). German Millet, or Browntop Millet shall be used in summer months and rye grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

Fertilizer Topdressing:

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre (560 kg per hectare). Upon written approval of the Engineer, 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.

Supplemental Seeding:

The kinds of seed and proportions shall be the same as specified for "Seeding and Mulching", and the rate of application may vary from 25# to 75# per acre (28kg to 85kg per hectare). The actual rate per acre (hectare) will be determined by the Engineer prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre (hectare), total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

Mowing:

The minimum mowing height on this project shall be six inches (150 mm).

Lawn Type Appearance

All areas adjacent to lawns must be hand finished as directed by the Engineer to give a "lawn type appearance". Remove all trash, debris, and stones $\frac{3}{4}$ inch (19 mm) and larger in diameter or other obstructions that could interfere with providing a smooth "lawn type appearance". These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

Specialized Hand Mowing:

The work covered by this section consists of specialized hand mowing around or under fixed objects, including but not limited to guardrails, signs, barriers and slopes in a method acceptable to the Engineer.

The work of specialized hand mowing shall be completed with mechanically powered trimmers, string trimmers, hand operated rotary mowers, or self-propelled mowers of sufficient size and quality to perform the work timely and efficiently.

The quantity of mowing to be performed will be affected by the actual conditions which occur during the construction of the project. The quantity of mowing may be increased, decreased or eliminated entirely at the direction of the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

The quantity of specialized hand mowing to be paid for will be the actual number of man hours worked while hand mowing along the surface of the ground, at the direction of the Engineer. Where an area has been mowed more than once, at the direction of the Engineer, separate measurement will be made each time the area is mowed.

Payment will be made under:

Specialized Hand MowingHR

Minimize Removal Of Vegetation

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

Stockpile Areas

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

Waste Areas 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 which may be required on a commercial borrow or waste site will be done at the Contractor's expense.

Gravel Construction Entrance:

Description:

The work covered by this section consists of furnishing, installing, and maintaining and removing any and all material required for the construction of a Gravel Construction Entrance.

Materials:

The filter fabric shall meet the requirements of Section 1056 for Type 2 Fabric.

Stone shall be Class A Stone and shall meet the requirements of Section 1042 for Stone for Erosion Control, Class A.

Construction:

The Contractor shall install a Gravel Construction Entrance in accordance with the details in the plans and at locations as directed by the Engineer.

Method Of Measurement:

Gravel Construction Entrance will not be measured for payment under this section.

Basis Of Payment:

Payment for installation of Filter Fabric shall be paid for at the contract unit price per square yard (square meter) "Filter Fabric for Drainage".

Payment for installation of Class A Stone shall be paid for at the contract unit price per ton (metric ton) "Stone for Erosion Control, Class A".

Such price and payment shall be considered full compensation for all work covered by this provision including all materials, construction, maintenance, and removal of Gravel Construction Entrance as directed by the Engineer.

Impervious Dike:

The work covered by this section 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 by the Engineer.

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 fabric.

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.

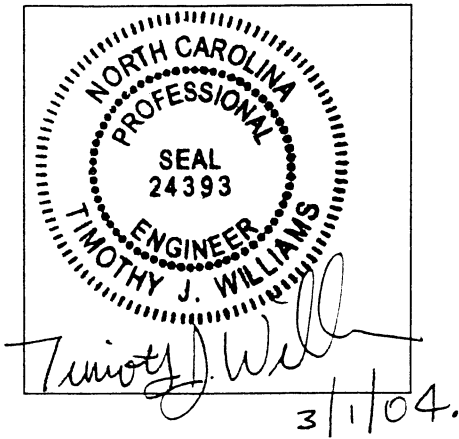
The quantity of impervious dike to be paid for will be the actual number of linear feet (meters) of impervious dike(s) constructed, measured in place from end to end of each separate installation which has been completed and accepted.

The quantity of impervious dikes measured as provided above will be paid for at the contract unit price per linear foot (meter) for "Impervious Dike".

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 materials in the impervious dike, construction, maintenance, and removal of the impervious dike.

Project Special Provisions (Version 02.12) Signals and Traffic Management Systems

Prepared By: RNM
1-Mar-04



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1. 2002 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES – SECTION 1098 REVISIONS

The 2002 Standard Specifications are revised as follows:

1.1. General Requirements (1098-1)

Page 10-220, Subarticle 1098-1(A)

In the last paragraph, sentence 1, revise “by the date of advertisement of the project” to “by the date of equipment installation.”

Pages 10-222,3 Subarticle 1098-1(H)

Replace paragraphs 2, 3, and 4 with the following paragraphs:

Except for grounding conductors, provide signal cable conductors of size Number 16 AWG that are fabricated from stranded copper. **Number 16 AWG cable can only be used with an all LED traffic signal intersection.** Repairs to a non-LED traffic signal intersection must use Number 14 AWG cable.

Provide either 0.05 x 0.30 inch (1.3 x 7.6 mm) aluminum wrapping tape or 0.06 inch (1.5 mm) stainless steel lashing wire for the purpose of lashing cables, except fiber-optic communications cables, to a messenger cable. Use 0.045-inch (1.14-mm) stainless steel lashing wire for the aerial installation of fiber-optic communications cable to messenger cable.

1.2. Signal Heads (1098-2)

Page 10-223, Subarticle 1098-2(A)

In paragraph 5, sentence 4, revise “1 3/8 inch (32 mm) vertical conduit entrance hubs” to “1 1/4 inch (32 mm) vertical conduit entrance hubs” and revise “1 5/8 inch (40 mm) horizontal hubs” to “1 1/2 inch (40 mm) horizontal hubs.”

In the last paragraph, sentence 3, revise “2/5 x 3/4 inch (9.5 mm x 19.1 mm) square head bolts” to “3/8 x 3/4 inch (9.5 mm x 19.1 mm) square head bolts.”

Page 10-225, Subarticle 1098-2(C)

Replace paragraphs 2 and 3 with the following paragraphs:

Unless otherwise required by the plans, provide single-section pedestrian heads with black grid-type visors 1/5 inches (40 mm) deep that prevent the sun phantom illumination of the indication.

Where required by the plans, provide two-section pedestrian signal heads with traditional three-sided, rectangular visors 12 inches (300 mm) long.

Replace the last paragraph with the following:

Provide lead-in cable that complies with the loop lead-in cable section of these project special provisions.

Pages 10-225-227, Subarticle 1098-2(E) [**Light Emitting Diode (LED) Sections**]

Replace the entire subarticle with the following two subarticles:

(1) Vehicular

Provide light emitting diode (LED) traffic signal modules (hereafter referred to as modules) that consist of an assembly that utilizes 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°C to +74°C (-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.

Ensure, unless otherwise stated in these specifications, that each module meets or exceeds the requirements of the Interim Purchase Specification of the ITE VTCSH part 2 (Light Emitting Diode (LED) Vehicular Traffic Signal Modules (hereafter referred to as VTCSH-2). Arrow displays shall meet or exceed the electrical and environmental operating requirements of VTCSH-2 sections 3 and 5, chromaticity requirements of section 4.2, and the requirements of sections 6.3 (except 6.3.2) and 6.4 (except 6.4.2).

Provide modules that meet the requirements of Table 1098-1. Design the modules to operate from a 60 ±3 HZ AC line voltage ranging from 80 volts to 135 volts. Ensure that fluctuations of line voltage have no visible effect on the luminous intensity of the indications. Design the module to have a normal operating voltage of 120 VAC, and measure all parameters at this voltage.

**Table 1098-1
 Maximum Power Consumption (in Watts) at 25°C (77°F)**

	Red	Yellow	Green
300 mm circular	17	34	24
200 mm circular	10	16	12
300 mm arrow	9	10	11

Certify that the module has a power factor of 0.90 or greater, and that total harmonic distortion (THD) (current and voltage) induced into an AC power line by the module does not exceed 20 percent for modules with power ratings above 15W, and 40 percent for modules with power ratings of 15W or less. Design the module’s onboard circuitry to include voltage surge protection to withstand high repetition noise transients as stated in Section 2.1.6 of NEMA Standard TS-2, 1992. Ensure all wiring meets the requirements of Section 13.02 of the ITE Publication: Equipment and Material Standards, VTCSH-2. Provide spade terminals appropriate to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard signal head.

Ensure that the module is compatible with signal load switches and conflict monitors. Design the module to provide sufficient current draw to ensure proper load switch operation while the voltage is varied from a regulated 80 Vrms to 135 Vrms. Design off-state for green and yellow modules to be 30Vrms or greater, and on-state to be 40 Vrms or greater. Design the voltage decay to 10 Vrms or less to be 100 milliseconds or less for green and yellow modules. Ensure that the control circuitry prevents current flow through the LEDs in the off state to avoid a false indication.

Design all modules to meet existing NCDOT monitor specifications for each of the following types of signal monitors: NEMA TS-1 conflict monitors (including so-called NEMA plus

features such as dual indication detection and short yellow time detection); NEMA TS-2 Malfunction Management Units (MMU); and 170 cabinet Type 210ECL and 2010ECL conflict monitors (including red monitoring and so-called plus features such as dual indication detection and short yellow time detection).

Ensure that the modules and associated onboard circuitry meet Class A emission limits referred to in Federal Communications Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise.

Provide modules that meet the requirements of Tables 1098-2, 3, and 4. Test all ball modules for luminous intensity at 25°C (77°F) to meet 115% of values in tables 1098-2 and 4. Design and certify the modules to meet or exceed the maintained minimum luminous intensity values throughout the warranty period based on normal use in a traffic signal operation over the operating temperature range. Test the Red and Green modules for maintained luminous intensity (Tables 1098-2, 3, and 4) at 74°C (165°F) (ITE 6.4.2.2). Use LEDs that conform to the chromaticity requirements of VTCSH-2, Section 8.04 throughout the warranty period over the operating temperature range. Make chromaticity coordinate compliance measurements at 25°C (77°F).

Table 1098-2
Specification for 12 inch (300 mm) Extended View Signals

Minimum Luminous Intensity Values (In Candelas)				
Expanded View Vertical Angle	Horizontal Angle (Left/Right)	RED	YELLOW	GREEN
+/-2.5	2.5	339	678	678
	7.5	251	501	501
	12.5	141	283	283
	17.5	77	154	154
+/-7.5	2.5	226	452	452
	7.5	202	404	404
	12.5	145	291	291
	17.5	89	178	178
	22.5	38	77	77
	27.5	16	32	32
+/-12.5	2.5	50	101	101
	7.5	48	97	97
	12.5	44	89	89
	17.5	34	69	69
	22.5	22	44	44
	27.5	16	32	32
+/-17.5	2.5	22	44	44
	7.5	22	44	44
	12.5	22	44	44
	17.5	22	44	44
	(Not Extended View) 22.5	20	41	41
	(Not Extended View) 27.5	16	32	32
+/-22.5	2.5	20	40	40
	17.5	20	40	40

Notes

1. Design signal modules to meet these requirements as a minimum throughout the warranty period.
2. Design signal modules to have a minimum initial intensity equal to 115% of Table 2 at 25°C.
3. Independent laboratory test reports are required to validate the initial intensity.

Table 1098-3
Minimum Initial and maintained Intensities for Arrow Indications (in cd/m2)

	Red	Yellow	Green
Arrow Indication	5,500	11,000	11,000

Table 1098-4
Specification for 8 inch (200 mm) Extended View Signals

Minimum Luminous Intensity Values (In Candelas) for circular indications				
Expanded View Vertical Angle	Horizontal Angle (Left/Right)	RED	YELLOW	GREEN
+/-2.5	2.5	133	267	267
	7.5	97	194	194
	12.5	57	113	113
	17.5	25	48	48
+/-7.5	2.5	101	202	202
	7.5	89	178	178
	12.5	65	129	129
	17.5	41	81	81
	22.5	18	37	37
	27.5	10	20	20
+/-12.5	2.5	37	73	73
	7.5	32	65	65
	12.5	28	57	57
	17.5	20	41	41
	22.5	12	25	25
	27.5	9	16	16
+/-17.5	2.5	16	32	32
	7.5	14	28	28
	12.5	10	20	20
	17.5	9	16	16
	(Not Extended View) 22.5	6	12	12
	(Not Extended View) 27.5	4	9	9

Notes

4. Design signal modules to meet these requirements as a minimum throughout the warranty period.
5. Design signal modules to have a minimum initial intensity equal to 115% of Table 4 at 25°C.
6. Independent laboratory test reports are required to validate the initial intensity.

Table 1098-5
Chromaticity Standards (CIE Chart)

Red	Y: not greater than 0.308, or less than 0.998 - x
Yellow	Y: not less than 0.411, nor less than 0.995 - x, nor less than 0.452
Green	Y: Not less than 0.506 - 0.519x, nor less than 0.150 + 1.068x, nor more than 0.730 - x

Design the modules as retrofit replacements for installation into standard incandescent traffic sections that do not contain the incandescent lens, reflector assembly, lamp socket and lens gasket. Ensure that installation does not require special tools or physical modification for the

existing fixture other than the removal of the incandescent lens, reflector assembly, lamp socket, and lens gasket.

Provide modules that are rated for use in the operating temperature range of -40°C (-40°F) to $+74^{\circ}\text{C}$ ($+165^{\circ}\text{F}$). Ensure that the modules (except yellow) meet all specifications throughout this range. Fabricate the module to protect the onboard circuitry against dust and moisture intrusion per the requirements of NEMA Standard 250-1991 for Type 4 enclosures to protect all internal components.

Design the module to be a single, self-contained device with the circuit board and power supply for the module inside and integral to the unit.

Design the assembly and manufacturing process for the module to ensure all internal components are adequately supported to withstand mechanical shock and vibration from high winds and other sources. Wire the individual LEDs such that a catastrophic loss or the failure of one LED will result in the loss of not more than 20 percent of the signal module light output. Solder the LEDs to the circuit board.

Fabricate the lens and signal module from material that conforms to ASTM specifications. Ensure enclosures containing either the power supply or electronic components of the module are made of UL94VO flame retardant materials. The lens of the signal module is excluded from this requirement.

Permanently mark the manufacturer's name, trademark, model number, serial number, date of manufacture (month & year), and lot number as identification on the back of the module.

Permanently mark the following operating characteristics on the back of the module: rated voltage and rated power in watts and volt-amperes.

If a specific mounting orientation is required, provide permanent markings consisting of an up arrow, or the word "UP" or "TOP" for correct indexing and orientation within the signal housing.

Provide a lens that is integral to the unit with a smooth outer surface and UV stabilized to withstand ultraviolet exposure for a minimum period of 60 months without exhibiting evidence of deterioration. Coat the front of a polycarbonate lens to make it more abrasion resistant. Seal the lens to the module to prevent moisture and dust from entering the module.

Tint the red and yellow lens to match the wavelength (chromaticity) of the LED. Provide a green lens that is either colorless or tinted to match the wavelength (chromaticity) of the LED.

For 12-inch (300-mm) arrow modules, ensure that the module meets specifications stated in Section 9.01 of the ITE VTCSH for arrow indications. Design arrow displays to be solid LEDs (spread evenly across the illuminated portion of the arrow or other designs), not outlines.

Determine the luminous intensity using the CALTRANS 606 method or similar procedure.

Provide test results for ball modules from an independent testing laboratory showing wattage and compliance with ITE VTCSH-2 specifications 6.4.2, 6.4.4.1, 6.4.4.2, 6.4.4.3, 6.4.5, and 6.4.6.1 as a minimum. Ensure the 6.4.2.1 test meets the requirements of Tables 1098-2 and 4 of this specification. The 6.4.2.2 test is for Red and Green only. Ensure that the LED signal modules tested are typical, average production units.

Burn In - Energize the sample module(s) (a sample of one module minimum) for a minimum of 24 hours, at 100 percent on-time duty cycle, at a temperature of $+74^{\circ}\text{C}$ ($+165^{\circ}\text{F}$) before

performing any qualification testing. Any failure of the module, which renders the unit non-compliant with the specification after burn-in, shall be cause for rejection. All specifications will be measured including, but not limited to:

- (a) **Photometric (Rated Initial Luminous Intensity)** - Measure at +25°C (+77°F). Measure luminous intensity for red and green modules upon the completion of a 30 minute 100 percent on-time duty cycle at the rated voltage. **Measure luminous intensity for yellow modules immediately upon energizing at the rated voltage.**
- (b) **Chromaticity (Color)** - Measure at +25°C (+77°F). Measure chromaticity for red and green modules upon the completion of a 30 minute 100 percent on-time duty cycle at the rated voltage. Measure chromaticity for yellow modules immediately upon energizing at the rated voltage.
- (c) **Electrical** - Measure all specified parameters for quality comparison of production quality assurance on production modules. (rated power, etc)

Equipment Compatibility - In addition to the 6.4.4.5 test of modules for compatibility with controllers, conflict monitors, and load switches, perform the following test, and certify the results. Connect each signal module to the output of a standard load switch connected to a variable AC voltage supply (95 to 135 VAC). With the load switch “off,” vary the AC voltage from 95 Vrms to 135 Vrms, and measure the drop across the module. Readings greater than 15 Vrms are unacceptable.

NCDOT evaluates and approves all LED Traffic Signal modules for the QPL by a standard visual inspection and blind operational survey, a compatibility test, current flow, and other random tests, in addition to reviewing the lab reports and documentation from the manufacturer. The tests are conducted at the Traffic Electronics Center in Raleigh. Each 12-inch (300-mm) ball module shall be visible at 450 feet (135 meters) during sway conditions (extended view) until obscured by the visor. Each 8-inch ball (200-mm) and 12-inch (300-mm) arrow module shall be visible at 300 feet (90 meters) during sway conditions (extended view) until obscured by the visor. Sufficient luminance during the extended views will be determined during this blind survey evaluation.

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 shipment acceptance of the modules. Replacement modules shall be provided within 30 days of receipt of modules that have failed at no cost to the State. Provide warranty documentation to the Department prior to QPL acceptance. Provide luminous intensity testing at an independent lab, to determine degradation, for two modules of each color provided by NCDOT at the end of two and four years of operation.

Provide testing at an independent laboratory for a designated module to be tested for maintained luminous intensity at 25°C (77°F) once each year during the five year warranty period.

(2) Pedestrian

Design the LED pedestrian traffic signal 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 a clear 0.25-inch (6.4-mm), non-glare, mat finish lens with a smooth outer surface and UV stabilized to withstand ultraviolet exposure for a minimum period of 60 months without exhibiting evidence of deterioration. Coat the front surface of a

polycarbonate lens to make it more abrasion resistant. Ensure that the lens has light transmission properties equal to or greater than 80%.

Ensure installation of all modules requires no physical modification of the existing fixture other than the removal of the incandescent signal section reflector, lens, eggcrate visor and socket where applicable.

Design the countdown display as a double row of LEDs, and ensure the countdown display blanks-out during the initial cycle while it records the countdown time. Ensure that the countdown display is operational only during the flashing don't walk, clearance interval. Blank-out the countdown indication after it reaches zero until the beginning of the next don't walk indication, and design the controlling circuitry to prevent the timer from being triggered during the solid hand indication.

Design the man and hand to be a solid display, which meets the minimum requirements of "The Equipment and Materials Standards" of the Institute of Transportation Engineers (ITE) Chapter 3, Table 1 *Symbol Message*. Wire the LEDs such that a catastrophic loss or failure of one or more LEDs will result in the loss of not more than five percent of the signal module light output.

Ensure that the power consumption for the modules is equal to or less than the following in watts, and that the modules have EPA Energy Star compliance ratings, if applicable to that shape, size and color.

TEMPERATURE	77°F (25°C)	165°F (74°C)
HAND	10	12
MAN	9	12
COUNTDOWN	9	12

Provide 16-inch (400-mm) displays, where required by plan or bid document, that have the hand/man overlay on the left and the countdown on the right. Ensure the hand/man meets the dimension requirements cited in Chapter 3, Table 1 *Symbol Message* for Class 3 displays. Ensure that the countdown number display is at least 7 inches high by 6 inches wide. Configure the signal head with a sufficient number of LEDs to provide an average luminous intensity of at least 342 candela per square foot (3750 candela per square meter) of lighting surface for the "RAISED HAND" and "COUNTDOWN", and 483 candela per square foot (5300 candela per square meter) of lighting surface for the "WALKING PERSON". Ensure they meet this average luminous intensity throughout the warranty period over the operating temperature range.

Provide 12 inch (300 mm) displays, where required by plan or bid document, that meet the dimension requirements cited in Chapter 3, Table 1 *Symbol Message* for Class 2 displays. Furnish three types of modules, the solid hand/man module as an overlay, the solid hand module, and the solid man module. Configure the signal head with a sufficient number of LEDs to provide an average luminous intensity of at least 342 candela per square foot (3750 candela per square meter) of lighting surface for the "RAISED HAND" and "COUNTDOWN", and 483 candela per square foot (5300 candela per square meter) of lighting surface for the "WALKING PERSON". Ensure they meet this average luminous intensity throughout the warranty period over the operating temperature range.

Design all modules to operate using a standard 3 - wire field installation. Provide lead wires that are eighteen gauge (18AWG) minimum copper conductors with 221 degree F (105 degree C) insulation. Ensure that lead wires are a minimum of 30 inches (760 mm) long with NEMA "spade" terminals that are appropriate to the lead wires and sized for a #10 screw connection to the existing terminal block in the signal head. Solder the LEDs to the circuit board.

Ensure that modules are compatible with signal load switches and conflict monitors. Design the module to provide sufficient current draw to ensure proper load switch operation while the voltage is varied from a regulated 80Vrms to 135Vrms. Provide control circuitry to prevent current flow through the LEDs in the off state to avoid a false indication. Design all modules to meet existing NCDOT monitor specifications for each of the following types of signal monitors: NEMA TS-1 conflict monitors (including so-called NEMA plus features such as dual indication detection and short yellow time detection); NEMA TS-2 Malfunction Management Units; and 170 cabinet 210ECL and 2010ECL conflict monitors (including red monitoring and so-called plus features such as dual indication detection and short yellow time detection).

Comply with the following sections: 3.3, 3.5, 3.6, 5.2, 5.3, 5.7, 6.1, 6.3.1, 6.3.3, 6.3.4, 6.3.5, 6.4.4, 6.4.5, and 6.4.6 of "The Equipment and Material Standards" of the Institute of Transportation Engineers "Vehicular Traffic Control Signal Heads" (VTCOSH) Part 2, Chapter 2A.

Furnish Portland Orange LEDs for the hand and countdown that are the latest AlInGaP technology or higher, and Lunar White LEDs for the man that are the latest InGaN technology or higher.

Provide certification with the signal modules when offered for evaluation that your product complies with the sections of the ITE specification identified in paragraph 1.12 above and this specification. Provide test results showing that the signal modules meet or exceed the luminous intensity requirements of sections 1.8 and 1.9 of this specification.

Ship each module as a complete kit designed for retrofitting existing pedestrian signal sections with an LED display module. Provide modules that include, but are not limited to the following items: lens, LED display mounted on a circuit board, wire leads with strain relief, rigid housing, electronics including a power supply integral to the LED module which is protected by the housing, and a neoprene one piece gasket. Ensure that the module is compatible with standard, existing, pedestrian head mounting hardware.

Warrant performance for a period of 60 months from the date of installation and include repair or replacement of an LED signal module that exhibits light output degradation, which in the judgment of the Department, cannot be easily seen at 150 feet (45 meters) in bright sunlight with a visor on the housing or which drops below the luminous intensity output requirements. Warrant failure due to workmanship, materials, and manufacturing defects during the first 60 months after the date of installation. Repair or replace any failed modules within 30 calendar days of notification at no cost to the Department.

Page 10-227, Subarticle 1098-2(F)

Replace the first sentence in the paragraph with the following:

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.

1.3. Wood Poles (1098-6)

Page 10-228, Article 1098-6

Replace the entire article with the following:

Provide poles of treated southern pine or treated Douglas fir that meet the requirements of ANSI 05.1. Provide Class 3 or better wood poles that are a minimum length of 40 feet (12.2 meters) unless otherwise shown on the plans and are of a sufficient length to maintain minimum required distances above the roadway, obstructions and affected railroad tracks. Mark each pole in accordance with ANSI 05.01. First roof and bore poles and then give them a full-length preservative treatment.

Provide poles with pentachlorophenol or chromated copper arsenate (CCA) preservative, in accordance with AWWA Standard C4-99. Ensure the retention of preservative is a minimum of 0.45 lb. per cubic foot (7.2 kg per cubic meter) for pentachlorophenol and 0.6 lb. per cubic foot (9.6 kg per cubic meter) for CCA.

1.4. Loop Lead-In Cable (1098-9)

Page 10-230, Article 1098-9

Replace the entire article with the following:

Furnish lead-in cable with conductors of size 18 AWG that are fabricated from stranded copper, and that complies with IMSA Specification 50-2 except as follows:

- Provide the following two pair (4 conductor) conductor insulation pair colors: clear-yellow and red-green.
- Provide the following four pair (8 conductor) conductor insulation pair colors: clear-yellow, red-green, clear with black stripe tracer-yellow with black stripe tracer, and red with black stripe tracer-green with black stripe tracer. Apply continuous stripe tracer on conductor insulation with a longitudinal or spiral pattern.
- Provide cable jacket formed from black polyethylene. Ensure the finished jacket provides environmental stress resistance, outdoor weatherability, toughness, low temperature performance, and ultraviolet resistance.
- Provide a ripcord to allow the cable jacket to be opened without using a cutter.
- Install all underground lead-in cable in non-metallic conduit.

1.5. Type 170E Cabinets (1098-19)

Page 10-241, Subarticle 1098-19(B)

Add the following paragraph:

If additional surge protected power outlets are needed to accommodate fiber transceivers, modems, etc.; install a UL listed, industrial, heavy-duty type power outlet strip with a maximum rating of 15 A / 125 VAC, 60 Hz. Provide a strip that has a minimum of 3 grounded outlets.

Ensure the power outlet strip plugs into one of the controller unit receptacles located on the rear of the PDA. Ensure power outlet strip is mounted securely; provide strain relief if necessary.

Pages 10-245-247, Subarticle 1098-19 (D) (**Model 2010 Enhanced Conflict Monitor**)

Replace Subarticle (D) with the following:

Furnish Model 2010 Enhanced Conflict Monitors with 16 channels. In addition to CALTRANS requirements, ensure that the conflict monitor monitors for the absence of a valid voltage level on at least one channel output of each load switch. Ensure that the absence of the programming card will cause the conflict monitor to trigger, and remain in the triggered state until reset.

Provide a conflict monitor that recognizes the faults specified by CALTRANS and the following additional per channel faults that apply for monitor inputs to each channel:

- consider a Red input greater than 70 Vrms as an “on” condition;
- consider a Red input less than 50 Vrms as an “off” condition (no valid signal);
- consider a Red input between 50 Vrms and 70 Vrms to be undefined by these specifications;
- consider a Yellow or Green input greater than 25 Vrms as an “on” condition;
- consider a Green or Yellow input less than 15 Vrms as an “off” condition; and
- consider a Green or Yellow input between 15 Vrms and 25 Vrms to be undefined by these specifications.

Ensure that the monitor will trigger upon detection of a fault and will remain in the triggered (failure detected) state until the unit is reset at the front panel or through the remote reset input for the following failures:

1. **Red Monitoring or Absence of Any Indication (Red Failure):** A condition in which no valid voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070L controller, ensure that the monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less than 750 ms when used with a 170 controller and 1200 ms when used with a 2070L controller, ensure that the conflict monitor will not trigger. Have red monitoring occur when the P20 Connector is installed and both of the following input conditions are in effect: a) the Red Enable input to monitor is active (Red Enable voltages are “on” at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 Vrms and 70 Vrms), and b) and neither Special Function 1 nor Special Function 2 inputs are active.
2. **Yellow Indication Sequence Error:** Yellow indication following a green is missing or shorter than 2.7 seconds (with ± 0.1 -second accuracy). If a channel fails to detect an “on” signal at the Yellow input following the detection of an “on” signal at a Green input for that channel, ensure that the monitor triggers and generates a sequence error fault indication.
3. **Dual Indications on the Same Channel:** In this condition, more than one indication (R,Y,G) is detected as “on” at the same time on the same channel. If dual indications are detected for a period greater than 500 ms, ensure that the conflict monitor triggers and

displays the proper failure indication (Dual Ind fault). If this condition is detected for less than 250 ms, ensure that the monitor does not trigger.

Enable the monitor function for short/missing yellows and for dual indications on a per channel basis.

Provide Special Function 1 and Special Function 2 that comply with the Los Angeles City DOT Traffic Signal Specification DOT 170 ATSAC Universal and Related Equipment #54-053-02 to eliminate red failure monitoring while allowing other additional enhanced fault monitoring functions to continue.

Ensure that the removal of the P-20 ribbon cable will cause the monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Ensure that when the Conflict Monitor is triggered due to a fault, it provides an LED indication identifying the type of failure detected by the monitor except for the P20 ribbon cable removal fault. Ensure that the monitor indicates which channels were active during a conflict condition and which channels experienced a failure for all other per channel fault conditions detected, and that these indications and the status of each channel are retained until the Conflict Monitor is reset.

Ensure that the conflict monitor will store at least nine of the most recent malfunctions detected by the monitor in EEPROM memory. For each malfunction, record at a minimum the time, date, type of malfunction, relevant field signal indications, and specific channels involved with the malfunction.

Provide communications from the monitor to the 170/2070L controller via an RS-232C/D port on the monitor in order to upload all event log information from the monitor to the controller or to a system computer via the controller. Ensure that the controller can receive the data through a controller Asynchronous Communications Interface Adapter (Type 170E) or Async Serial Comm Module (2070L) determined by the controller software. Provide software capable of communicating directly through the same monitor RS-232C/D to retrieve all event log information to a laptop computer.

In addition to the connectors required by the CALTRANS Specifications, provide the conflict monitor with a connector mounted on the front of the monitor (3M-3428-5302 with two polarizing keys or equal) which mates with a 20 pin ribbon cable connector that conducts the signals from the P20 connector on the cabinet assembly. Provide a P20 connector and terminal assembly that complies with the Los Angeles City DOT "Traffic Signal Specification DOT 170 ATSAC Universal and Related Equipment #54-053-02" in effect on the date of advertisement. Provide connector pins on the monitor with the following functions:

Pin #	Function	Pin #	Function
1	Channel 15 Red	11	Channel 9 Red
2	Channel 16 Red	12	Channel 8 Red
3	Channel 14 Red	13	Channel 7 Red
4	Chassis Ground	14	Channel 6 Red
5	Channel 13 Red	15	Channel 5 Red
6	Special Function 2	16	Channel 4 Red
7	Channel 12 Red	17	Channel 3 Red
8	Special Function 1	18	Channel 2 Red
9	Channel 10 Red	19	Channel 1 Red
10	Channel 11 Red	20	Red Enable

Provide a DB-9 female connector for the purpose of data communication with the controller. Electrically isolate the port interface electronics from all monitor electronics, excluding Chassis Ground. Furnish a communications connecting cable with pin connections as follows:

170		Conflict Monitor DB-9
RX pin L	Connect to	TX pin 2
TX pin K	Connect to	RX pin 3
+5 pin D	Connect to	DTR pin 4
GND pin N	Connect to	GND pin 5

2070L		Conflict Monitor DB-9
DCD pin 1	Connect to	DCD pin 1
RX pin 2	Connect to	TX pin 2
TX pin 3	Connect to	RX pin 3
GND pin 5	Connect to	GND pin 5
RTS pin 7	Connect to	CTS pin 7
CTS pin 8	Connect to	RTS pin 8

1.6. Type 2070L Controllers (1098-20)

Page 10-247, Article 1098-20

Replace the entire article with the following:

Conform to CALTRANS Traffic Signal Control Equipment Specifications and all addenda in effect on the date of advertisement except as required herein. Where an item is no longer cited, the last applicable specification applies.

Furnish Model 2070L controllers. Ensure that removal of the program 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 prior to needing software. Program software provided by the Department.

Provide model 2070L controllers with the latest version of OS9 operating software and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070 1B, CPU Module, Single Board
- MODEL 2070-2A, Field I/O Module (FI/O)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

Furnish one additional MODEL 2070-7A, Async Serial Com Module (9-pin RS-232) for all master controller locations.

Furnish one removable data key with each 2070L controller unit.

For locations designated as master locations, furnish a Hayes or approved equivalent auto-dial/auto-answer external modem to accomplish the interface to the microcomputers unless otherwise required (minimum baud rate of 53K and downward compatible to the master and microcomputer communication baud rates). Include all necessary hardware to ensure telecommunications.

2. 2002 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES – SECTION 1700 REVISIONS

The 2002 Standard Specifications are revised as follows:

2.1. General Requirements (1700)

Page 17-2, Subarticle 1700-3 (D), add the following paragraph

In the event the contractor fails to perform in accordance with the plans and specifications within the time frame specified, the Department reserves the right to perform the maintenance and emergency service necessary to assure continuous traffic signal operation. Further, all expenses incurred by the Department in implementing this option shall be deducted from the payment due the contractor, plus a \$250 liquidated damage per occasion, per day, or any portion thereof, until corrected. The liquidated damages are due to increased public hazard resulting from the malfunction.

Page 17-2, Subarticle 1700-3 (F)

In paragraph 2, sentence 2, delete “type 1.”

Page 17-3, Subarticle 1700-3 (J)

In paragraph 2, sentence 2, revise “detectable metallic burial tape” to “marker tape.”

2.2. Underground Conduit (1715)

Page 17-8, Subarticle 1715-3(A)

Add the following paragraph:

Install metallic conduit at all locations where conduits traverse railroad tracks or as shown on the plans. For all other locations, install nonmetallic conduit unless otherwise shown on the plans. Backfill with excavated material and compact to 95% of its original density. Remove any rock and debris from backfill material.

Page 17-8, Subarticle 1715-3(C)

Delete the first paragraph.

Page 17-8, Subarticle 1715-3(D)

Replace reference to Article 342-3 with reference to Article 1540-3 (A&B).

2.3. Wood Poles (1720)

Page 17-10, Article 1720-3

Replace the fourth paragraph with the following paragraph:

On joint use poles and NCDOT owned poles, at signal and traffic management systems equipment installations (i.e. controller cabinets, CCTV cabinets, DMS cabinets, etc.), bond the messenger cable(s) to the existing pole ground using burndy clamps at each end and at 1300-foot intervals. On multiple messenger cable arrangements, connect all messenger cable ends with #6 solid bare copper wire and bond with split bolt connectors or burndy clamps (UCG25RS) or equivalent. On joint use and NCDOT owned poles, if an existing pole ground does not exist, install a grounding system consisting of a #6 AWG bare copper wire that is exothermically welded to a ground rod.

In the last paragraph, last sentence, revise “5/8 inch x 8 foot (16 mm x 2.4 m) ground rod” to “5/8 inch x 10 foot (16 mm x 3.0 m) ground rod.”

2.4. Riser Assemblies (1722)

Page 17-12, Article 1722-3

In paragraph 4 add the following after the last sentence:

Install conduit on all risers for lead-in cable.

2.5. Loop Lead-In Cable (1726)

Page 17-14, Article 1726-3

Replace paragraph 1 with the following:

Install lead-in cable.

Delete paragraph 3.

In paragraph 4, delete “type 1.”

In paragraph 6, revise “less than 0.0036 ohms per foot (0.012 ohms per meter)” to “less than 0.00885 ohms per foot (0.0295 ohms per meter).”

Page 17-15, Article 1726-4

Delete the last sentence.

2.6. Controllers with Cabinets (1751)

Page 17-34, Subarticle 1751-3(A)

In paragraph 3, replace sentence 2 with the following:

For all other installations, do not program the controller for late night flashing operation unless otherwise directed.

Page 17-34, Subarticle 1751-3(B)

Add the following paragraph after the first paragraph:

Program telemetry command sequences and enable devices necessary for testing of communication between local controllers and field master controllers, and between field master controllers and the central computer.

Page 17-34, Article 1751-4

Replace paragraph 2 with the following:

Actual number of each type of detector cards (2-channels) furnished, installed, and accepted. If 4-channel detector cards are used in order to fulfill the requirements of the plans, payment will be allowed for two detector cards for each 4-channel detector card.

In paragraph 3, revise "No measurement will be made..." to include "modems."

3. TEMPORARY TRAFFIC SIGNAL INSTALLATIONS

3.1. DESCRIPTION

Install and remove temporary traffic signals.

3.2. CONSTRUCTION METHODS

When a traffic signal is installed for control of traffic during construction of the project and scheduled for removal during or upon completion of the project, install and remove the temporary traffic signal as required by the plans. Upon removal of the temporary traffic signal, restore the surface to a like-new condition. Rake smooth unpaved areas, repave paved areas to like-new conditions, and seed grassed areas that are damaged.

Prepare the intersection for sign control before removing the temporary traffic signal. Install the required regulatory signs in accordance with Sections 900, 901, and 903 of the 2002 Standard Specifications for Roads and Structures. Cover the signs with burlap bags until the traffic signal is placed into flashing operation.

Place the traffic signal into flashing operation and uncover the signs simultaneously. Allow flashing operation for a minimum of one week before removal.

Signal cabinets, controllers, detector units, signal heads and accessories, and microwave detectors are the property of the Department. Return Department owned equipment between 8:00 a.m. and 12:00 p.m., Monday through Thursday, to the Traffic Services Office within the Division responsible for the administration of the project. Assume ownership of removed poles, messenger cable, interconnect cable, communications cable, supporting hardware, and loop emulator detection equipment, unless otherwise specified in the contract.

The Department will deduct the cost of Department-owned equipment damaged by the contractor from money due to the contractor.

3.3. BASIS OF PAYMENT

There will be no direct payment for work covered in this section. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this section.

4. INSTALLATION OF DEPARTMENT-FURNISHED CONTROLLERS WITH CABINETS

4.1. DESCRIPTION

Install Department-furnished controllers with cabinets and all necessary hardware in accordance with the plans and specifications. Comply with the provisions of Section 1700 of the 2002 Standard Specifications for Roads and Structures.

4.2. MATERIALS

The Department will furnish controllers with cabinets.

Provide all other incidentals not provided by the Department, including all necessary hardware, in compliance with Section 1751.

4.3. CONSTRUCTION METHODS

Notify the Department a minimum of 4 weeks prior to requiring the controllers with cabinets. Comply with Section 1751.

4.4. METHOD OF MEASUREMENT

Actual number of each type of controllers with cabinets installed and accepted.

Actual number of each type of detector cards installed and accepted.

No measurement will be made of the installation of conflict monitors, malfunction management units, external electrical service disconnect, required system interconnection, surge protection, grounding systems, and workshop for testing controllers and cabinets as this will be considered incidental to installing controller with cabinets.

4.5. BASIS OF PAYMENT

The quantity of controllers with cabinets, measured as provided above, will be paid for at the contract unit price each for "Install controller with Cabinet (_____)."

The quantity of detector cards, measured as provided above, will be paid for at the contract unit price each for "Install Detector Card (_____)."

Payment will be made under:

Install Controller with Cabinet (_____)	Each
Install Detector Card (_____)	Each

Project Special Provisions
Culverts

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Quang H. Nguyen 6-17-04

PROJECT SPECIAL PROVISIONS
CULVERTS

PROJECT B-3475

HENDERSON COUNTY

OPTIONAL PRECAST REINFORCED CONCRETE
BOX CULVERT AT STATION 14+82.00 -L-

(2-14-04)

1.0 GENERAL

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

If the option is indicated on the plans, the submittal of a design for a precast reinforced box culvert in lieu of a cast-in-place culvert is permitted. Provide the size and number of barrels as indicated on the plans. Precast wing walls will not be allowed. For culverts with less than 2 feet (0.6 m) of cover, design the precast culvert sections in accordance with AASHTO M273. Detail the culvert with cast in place wings. Provide a precast box culvert that meets the requirements of Section 1077 and any other applicable parts of the Standard Specifications.

The design of the precast members is the responsibility of the Contractor and is subject to review, comments and approval. Submit two sets of detailed plans for review. Include all details in the plans, including the size and spacing of the required reinforcement necessary to build the precast box culvert. Include checked design calculations for the precast members complying with the latest AASHTO Standard Specifications and requirements detailed herein. Have a North Carolina Registered Professional Engineer check and seal the plans and design calculations. After the plans are reviewed and, if necessary, the corrections made, submit one set of reproducible tracings on 22" x 34" sheets to become the revised contract plans.

A pre-installation meeting is required prior to installation. Representatives from the Contractor, the precast box manufacturer, and the Department should attend this meeting. The precast box manufacturer representative shall be on site during installation.

2.0 PRECAST REINFORCED CONCRETE BOX SECTIONS

A. Types

Precast reinforced concrete box sections manufactured in accordance with this Special Provision are designated by span, rise, and design earth cover.

B. Design

1. Design – The box section dimensions and reinforcement details are subject to the provisions of Section F.

2. Placement of Reinforcement – Provide a 1 inch (25 mm) concrete cover over the circumferential reinforcement subject to the provisions of Section F. Extend the inside circumferential reinforcement into the male portion of the joint and the outside circumferential reinforcement into the female portion of the joint. Detail the clear distance of the end circumferential wires so it is not less than 1/2 inch (13 mm) nor more than 2 inches (51 mm) from the ends of the box section. Assemble reinforcement per the requirements of AASHTO M259, Section 7.3. The exposure of the ends of the wires used to position the reinforcement is not a cause for rejection.
3. Laps and Spacing – Use lap splices for the circumferential reinforcement. Detail the circumferential wires so that the center to center spacing is not less than 2 inches (50 mm) nor more than 4 inches (100 mm). Do not detail the longitudinal wires with a center to center spacing of more than 8 inches (200 mm).
4. The design earth cover is reported on the plans as the elevation difference between the point of maximum fill and the top of the top slab.

C. Joints

1. Produce the precast reinforced concrete box section with male and female ends. Design and form these ends of the box section so, when the sections are laid together, they make a continuous line of box sections with a smooth interior free of appreciable irregularities in the flowline, all compatible with the permissible variations given in Section F. The internal joint formed at the male and female ends of the precast units shall be sealed with either bitumen/butyl sealant or closed-cell neoprene material. The internal joint material shall be installed in accordance with the manufacturer's recommendations. The material shall be shown on the shop drawings when they are submitted for review.
2. Seal the external joint with an outside sealer wrap that is at least 12 inches (300 mm) wide and covers the joint on both the sides and the top of the box section. Use ConWrap CS-212 from Concrete Sealants, Inc., EZ-Wrap from Press-Seal Gasket Corporation, Seal Wrap from Mar-Mac Manufacturing Co., Inc., Cadilloc External Pipe Joint from Cadilloc, or an approved equal for the outside sealer wrap. If the outside sealer wrap is not applied in a continuous strip along the entire joint, a 12 inch (300 mm) minimum lap of the outside sealer wrap is permitted. Before placing the outside sealer wrap, clean and prime the area receiving the outside sealer wrap in accordance with the sealer wrap manufacturer recommendations. The joint wrap manufacturer installation recommendations shall be included with shop drawings submitted for review. The external joint wrap shall be installed in three pieces, as indicated on Figure 1 below:

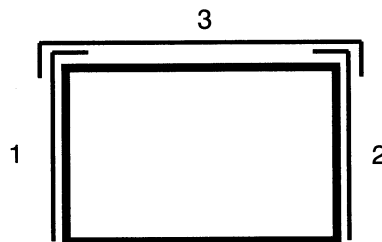


Figure 1

Cover the external joint sealer with a 3 foot (900 mm) strip of filter fabric conforming to Type 4 requirements in Section 1056 of the Standard Specifications. Place multiple lines of a precast reinforced concrete box culvert such that the longitudinal joint between the sections has a minimum width of 3 inches (75 mm). Fill the joint between multiple lines of precast box sections with Class A concrete. Use Class A concrete that meets the requirements listed in the Standard Specifications except that Field Compressive Strength Specimens are not required.

D. Manufacture

Precast box culverts may be manufactured by either the wet cast method or dry cast method.

1. Mixture – In addition to the requirements of Section 1077 of the Standard Specifications, do not proportion the mix with less than 564 lb/yd³ (335 kg/m³) of portland cement.
2. Strength – Make sure that all concrete develops a minimum 28-day compressive strength of 5000 psi (34.5 MPa). Movement of the precast sections should be minimized during the initial curing period. Any damage caused by moving or handling during the initial curing phase will be grounds for rejection of that precast section.
3. Air Entrainment – Air entrain the concrete in accordance with Section 1077 - 5(A) of the Standard Specifications. For dry cast manufacturing, air entrainment is not required.
4. Testing – Test the concrete in accordance with the requirements of Section 1077 - 5(B).
5. Handling – Handling devices or holes are permitted in each box section for the purpose of handling and laying. Submit details of handling devices or holes for approval and do not cast any concrete until approval is granted. Remove all handling devices flush with concrete surfaces as directed. Fill holes in a neat and workmanlike manner with an approved non-metallic non-shrink grout, concrete, or hole plug.

E. Physical Requirements

Acceptability of precast culvert sections is based on concrete cylinders made and tested in accordance with AASHTO T22 and AASHTO T23.

F. Permissible Variations

1. Flatness – All external surfaces shall be flat, true, and plumb. Irregularities, depressions, or high spots on all external surfaces shall not exceed 1/2 inch (12 mm) in 8 feet (2.5 meters).

2. Internal Dimensions – Produce sections so that the internal and haunch dimensions do not vary by more than 1/4 inch (6 mm) from the plan dimensions.
3. Adjacent Sections - Internal, external, and haunch dimensions for connecting sections shall not vary by more than 1/2 inch (12 mm).
4. Length of Tongue and Groove – The minimum length of the tongue shall be 4 inches (100 mm). The minimum length of the groove shall be 4 inches (100 mm). The dimensions of the tongue and groove shall not vary by more than 1/4 inch (6 mm) from the plan dimensions.
5. Slab and Wall Thickness – Produce sections so that the slab and wall thickness are not less than that shown on the plans by more than 5% or 3/16 inch (5 mm), whichever is greater. A thickness more than that required on the plans is not a cause for rejection.
6. Length of Opposite Surfaces – Produce sections so that variations in laying lengths of two opposite surfaces of the box section meet the requirements of AASHTO M259, Section 11.3.
7. Length of Section – Produce sections so that the underrun in length of a section is not more than 1/2 inch (13 mm) in any box section.
8. Position of Reinforcement – Produce sections so that the maximum variation in the position of the reinforcement is $\pm 3/8$ " (± 10 mm) for slab and wall thicknesses of 5 inches (125 mm) or less and $\pm 1/2$ " (± 13 mm) for slab and wall thicknesses greater than 5 inches (125 mm). Produce sections so that the concrete cover is never less than 5/8 inch (16 mm) as measured to the internal surface or the external surface. The preceding minimum cover limitations do not apply at the mating surfaces of the joint.
9. Area of Reinforcement – Use the design steel shown on the plans for the steel reinforcement. Steel areas greater than those required are not cause for rejection. The permissible variation in diameter of any wire in finished fabric is prescribed for the wire before fabrication by either AASHTO M32 or M225.

G. Marking

1. Each section shall be match-marked in order of intended installation as indicated on the approved shop drawings. Ensure that pieces fit together neatly and in a workmanlike manner. In order to ensure a good, neat field fit, assemble adjacent sections at the producer's facility and match-mark the pieces. This will require that a minimum of three adjacent sections of the culvert be fitted at the production yard at a time and then match-marked. Once three sections have been match-marked, the first section may be removed for shipment and a fourth section set for marking. Continue in a progressive manner until all sections have been properly match-marked.

2. Clearly mark each section of the box culvert in accordance with AASHTO M259, Section 15.

H. Construction

1. Foundation – Foundation for precast box culvert shall meet the requirements of Section 414 of the Standard Specifications. In addition, Type VI foundation material shall be encapsulated in filter fabric conforming to Type 4 requirements in Section 1056 of the Standard Specifications. The filter fabric shall be placed perpendicular to the culvert barrel. Provide sufficient overhang beyond the excavation to allow a minimum lap of 3 feet (900 mm) when the foundation material is placed and fabric wrapped on top. Perpendicular sections of fabric shall be continuous. A minimum lap of 2 feet (600 mm) shall be provided between sections of fabric.
2. Installation – Sections shall be placed at the beginning of the outlet end of the culvert with the groove end being laid upgrade. Tongue sections shall be laid into the groove sections. Positive means shall be provided to pull each section firmly into the previously placed section so that the joints are tightly homed. Use a "come-along", box pullers or other approved methods to create a positive means of joining box sections. Construction equipment shall not have direct contact with the box section. The load of the box shall be suspended by lifting device during joining procedure.
3. Backfill – Complete backfill in accordance with Section 414 of the Standard Specifications.

3.0 BASIS OF PAYMENT

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

FALSEWORK AND FORMWORK

(10-12-01)

1.0 DESCRIPTION

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

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

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

2.0 MATERIALS

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

3.0 DESIGN REQUIREMENTS**A. Working Drawings**

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

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.

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 (177 km/hr). 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 (m) above ground	Pressure, lb/ft ² (kPa) for Indicated Wind Velocity, mph (km/hr)				
	70 (112.7)	80 (128.7)	90 (144.8)	100 (160.9)	110 (177.0)
0 to 30 (0 to 9.1)	15 (0.72)	20 (0.96)	25 (1.20)	30 (1.44)	35 (1.68)
30 to 50 (9.1 to 15.2)	20 (0.96)	25 (1.20)	30 (1.44)	35 (1.68)	40 (1.92)
50 to 100 (15.2 to 30.5)	25 (1.20)	30 (1.44)	35 (1.68)	40 (1.92)	45 (2.15)
over 100 (30.5)	30 (1.44)	35 (1.68)	40 (1.92)	45 (2.15)	50 (2.39)

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-17 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) (km/hr)	COUNTY	25 YR (mph) (km/hr)	COUNTY	25 YR (mph) (km/hr)
Alamance	70 (112.7)	Franklin	70 (112.7)	Pamlico	100 (160.9)
Alexander	70 (112.7)	Gaston	70 (112.7)	Pasquotank	100 (160.9)
Alleghany	70 (112.7)	Gates	90 (144.8)	Pender	100 (160.9)
Anson	70 (112.7)	Graham	80 (128.7)	Perquimans	100 (160.9)
Ashe	70 (112.7)	Granville	70 (112.7)	Person	70 (112.7)
Avery	70 (112.7)	Greene	80 (128.7)	Pitt	90 (144.8)
Beaufort	100 (160.9)	Guilford	70 (112.7)	Polk	80 (128.7)
Bertie	90 (144.8)	Halifax	80 (128.7)	Randolph	70 (112.7)
Bladen	90 (144.8)	Harnett	70 (112.7)	Richmond	70 (112.7)
Brunswick	100 (160.9)	Haywood	80 (128.7)	Robeson	80 (128.7)
Buncombe	80 (128.7)	Henderson	80 (128.7)	Rockingham	70 (112.7)
Burke	70 (112.7)	Hertford	90 (144.8)	Rowan	70 (112.7)
Cabarrus	70 (112.7)	Hoke	70 (112.7)	Rutherford	70 (112.7)
Caldwell	70 (112.7)	Hyde	110 (177.0)	Sampson	90 (144.8)
Camden	100 (160.9)	Iredell	70 (112.7)	Scotland	70 (112.7)
Carteret	110 (177.0)	Jackson	80 (128.7)	Stanley	70 (112.7)
Caswell	70 (112.7)	Johnston	80 (128.7)	Stokes	70 (112.7)
Catawba	70 (112.7)	Jones	100 (160.9)	Surry	70 (112.7)
Cherokee	80 (128.7)	Lee	70 (112.7)	Swain	80 (128.7)
Chatham	70 (112.7)	Lenoir	90 (144.8)	Transylvania	80 (128.7)
Chowan	90 (144.8)	Lincoln	70 (112.7)	Tyrell	100 (160.9)
Clay	80 (128.7)	Macon	80 (128.7)	Union	70 (112.7)
Cleveland	70 (112.7)	Madison	80 (128.7)	Vance	70 (112.7)
Columbus	90 (144.8)	Martin	90 (144.8)	Wake	70 (112.7)
Craven	100 (160.9)	McDowell	70 (112.7)	Warren	70 (112.7)
Cumberland	80 (128.7)	Mecklenburg	70 (112.7)	Washington	100 (160.9)
Currituck	100 (160.9)	Mitchell	70 (112.7)	Watauga	70 (112.7)
Dare	110 (177.0)	Montgomery	70(112.7)	Wayne	80 (128.7)
Davidson	70 (112.7)	Moore	70 (112.7)	Wilkes	70 (112.7)
Davie	70 (112.7)	Nash	80 (128.7)	Wilson	80 (128.7)
Duplin	90 (144.8)	New Hanover	100 (160.9)	Yadkin	70 (112.7)
Durham	70 (112.7)	Northampton	80 (128.7)	Yancey	70 (112.7)
Edgecombe	80 (128.7)	Onslow	100 (160.9)		
Forsyth	70 (112.7)	Orange	70 (112.7)		

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, metallize or otherwise protect these devices as directed by the Engineer. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

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.

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.

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.

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

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. 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.

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 (25 mm). For cast-in-place concrete structures, make sure that the calculated deflection of falsework

flexural members does not exceed $1/240$ of their span regardless of whether or not the deflection is compensated by camber strips.

A. Maintenance and Inspection

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

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

B. Foundations

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

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

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

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

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

5.0 REMOVAL

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

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

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

SUBMITTAL OF WORKING DRAWINGS**(2-14-04)****1.0 GENERAL**

Submit working drawings in accordance with Article 105-2 of the Standard Specifications and the requirements of this Special Provision. The list of submittals contained herein does not represent a list of required submittals for this project. Submittals are only necessary for those items as required by the Standard Specifications, other Special Provisions, or contract plans. Make submittals that are not specifically noted in this Special Provision directly to the Resident Engineer.

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

2.0 WORKING DRAWINGS SUBMITTAL CONTACTS

All submittals noted herein are reviewed by the Structure Design Unit and/or the Geotechnical Engineering Unit.

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

Via US mail:

Mr. G. R. Perfetti, P. E.
 State Bridge Design Engineer
 North Carolina Department
 of Transportation
 Structure Design Unit
 1581 Mail Service Center
 Raleigh, NC 27699-1581
 Attention: Mr. P. D. Lambert, P. E.

Via other delivery service:

Mr. G. R. Perfetti, P. E.
 State Bridge Design Engineer
 North Carolina Department
 of Transportation
 Structure Design Unit
 1000 Birch Ridge Drive
 Raleigh, NC 27610
 Attention: Mr. P. D. Lambert, P. E.

For submittals to the Geotechnical Engineering Unit, use the following addresses:

For projects in Divisions 1-7, use the following Eastern Regional Office address:

Via US mail:

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

Via other delivery service:

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

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

Via US mail:

Western Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Western Regional Office
1589 Mail Service Center
Raleigh, NC 27699-1589

Via other delivery service:

Western Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Western Regional Office
1020 Birch Ridge Drive
Raleigh, NC 27610

Attention: Mr. M. A. Mulla, P. E.

Attention: Mr. M. A. Mulla, P. E.

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

Primary Structures Contact:

Paul Lambert
(919) 250-4041
(919) 250-4082 facsimile
plambert@dot.state.nc.us

Secondary Structures Contacts:

James Gaither (919) 250-4042
Man-Pan Hui (919) 250-4044

Eastern Regional Geotechnical Contact (Divisions 1-7):

K. J. Kim
(919) 662-4710
(919) 662-3095 facsimile
kkim@dot.state.nc.us

Western Regional Geotechnical Contact (Divisions 8-14):

Mohammed Mulla

(919) 250-4088

(919) 250-4237 facsimile

mmulla@dot.state.nc.us

3.0 SUBMITTAL COPIES

The quantities provided in this Special Provision act as a guide in the submittal process.

Unless otherwise required by the contract, submit two sets of supporting calculations to the Structure Design Unit.

Furnish one complete copy of the submittal, including all attachments, to the Resident Engineer. If requested, provide additional copies of any submittal. At the same time, submit the following number of copies directly to the Structure Design Unit and/or the Geotechnical Engineering Unit:

Working Drawing 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
Box Culvert Falsework ²	5	0	Plan Note & SN Sheet
Cofferdams ⁴	6	1	Articles 410-5 and 420-8
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms (superstructure)	8	0	Article 420-3
Falsework & Forms ² (substructure)	8	0	Article 420-3
Mechanically Stabilized Earth Retaining Walls ⁴	7	1	“MSE Retaining Walls”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings ^{5,6}	7	0	Article 1072-10
Miscellaneous Metalwork ^{5,6}	7	0	Article 1072-10
Overhead Sign Assemblies	13	0	Article 903-3(C)
Pile Points	7	1	Article 450-8(D) & “Steel Pile Points”
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20

Precast Concrete Box Culverts	2, then 1 reproducible	0	“(Optional) Precast Reinforced Concrete Box Culvert at Station ____”
Precast Retaining Wall Panels	10	0	Article 1077-2
Pot bearings ⁵	8	0	“Pot Bearings”
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Proprietary retaining walls ⁴	9	1	Applicable Project Special Provision
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078-11
Prestressed Concrete Cored Slab (detensioning sequences) ³	6	0	Article 1078-11
Revised Bridge Deck Plans (adaptation to metal stay-in-place forms)	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”
Soil Nail Retaining Walls ⁴	4	1	Applicable Project Special Provision
Sound Barrier Wall Steel Fabrication Plans ⁶	7	0	Article 1072-10 & “Sound Barrier Wall”
Sound Barrier Wall Casting Plans	10	0	Article 1077-2 & “Sound Barrier Wall”
Structural Steel ⁵	2, then 7	0	Article 1072-10
TFE Expansion Bearings ⁵	8	0	Article 1072-10
Temporary Detour Structures ⁴	10	1	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station ____”
Temporary Shoring ⁴	6	1	Article 410-4 & “Temporary Shoring for Maintenance of Traffic”

Temporary Fabric or Wire Walls ⁸	0	2	Applicable Project Special Provision
Permanent Anchored Tieback Retaining Walls ⁴	4	1	Applicable Project Special Provision
Evazote Joint Seals ⁷	9	0	Applicable Project Special Provision
Optional Disc Bearings ⁵	8	0	“Optional Disc Bearings”
Removal of Existing Structure over Railroad	5	0	Railroad Special Provisions
Drilled Pier Construction Sequence Plans ⁸	0	2	“Drilled Piers”
Pile Hammers ⁸	0	2	Article 450-6

FOOTNOTES

1. References are provided to help locate the part of the contract where the working drawing submittals are required. References in quotes refer to the Project Special Provision by that name. Articles refer to the Standard Specifications.
2. Submittals for these items are necessary only when plan notes require them.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials and Tests Unit.
4. These submittals are reviewed by the Structure Design Unit and the Geotechnical Engineering Unit. If NCDOT Shoring Standards are used, working drawings need not be submitted, but the Shoring Selection Form should be forwarded to the Geotechnical Engineering Unit.
5. The fabricator may submit these items directly to the Structure Design Unit.
6. The two sets of preliminary submittals required by Article 1072-10 of the Standard Specifications are not required for these items.
7. Submittals for Fabrication Drawings are not required. Submission of Catalogue Cuts of Proposed Material is required. See Section 5.A of the Project Special Provision.
8. Submittals for these items are reviewed by the Geotechnical Engineering Unit only and correspondence regarding these items should be directed to and will come from the Geotechnical Engineering Unit.

ARCHITECTURAL CONCRETE SURFACE TREATMENT**(SPECIAL)****1.0 GENERAL**

The work covered by this special provision consists of constructing textured surfaces on the exterior faces of the culvert including headwall and wing walls as indicated on the Plans and in this Special Provision. The Contractor shall furnish all materials, labor, equipment, and incidentals necessary for the construction of architectural concrete surface treatment using simulated stone masonry form liners (molds) and a compatible concrete coloring system.

The architectural concrete surface treatment will be a dry stack rock pattern that should match the appearance (stone size and shape, stone color, and stone texture, pattern, and relief) of natural stone and rock as directed by the Engineer. Grout pattern joints (mortar joints) and bed thickness should re-create the appearance and color of cast-in-place and/or precast concrete surfaces as indicated in the Plans, this Special Provision, or as directed by the Engineer. A manufacturer of form liners and source of color application artist is HUNT VALLEY CONTRACTORS, INC., 11460 Cronridge Drive, Suite 132, Owings Mills, MD 21117, Telephone 410-356-9677. This information is provided for information purposes only.

2.0 SUBMITTALS

Shop Drawings - The Contractor shall submit for review and acceptance, plan and elevation views and details showing overall simulated stone pattern, joint locations, form tie locations, and end, edge or other special conditions. The drawings should include typical cross sections of applicable surfaces, joints, corners, stone relief, stone size, pitch/working line, mortar joint and bed depths. If necessary, the Contractor shall revise the shop drawings until the proposed form liner patterns and arrangement have been accepted by the Engineer. Shop drawings should be of sufficient scale to show the detail of all stone and joints patterns. The size of the sheets used for the shop drawings shall be 22" x 34".

The form liner shall be patterned such that long continuous horizontal or vertical lines do not occur on the finished exposed surface. The line pattern shall be random in nature and shall conceal construction joint lines. Special attention should be given to details for wrapping form liners around corners.

Shop drawings shall be reviewed and accepted prior to fabrication of form liners.

Sample Panels – After the shop drawings have been reviewed and accepted by the Engineer, the Contractor shall construct 24" x 24" transportable sample panel(s) at the project site. The materials used in construction of the sample panel(s) shall comply with section 420 of the Standard Specifications. The sample panel(s) shall be constructed using approved form liners. Sample panels will be required for each different form liner pattern that is to be used on the project. Any sample panel that is not accepted by the

Engineer is to be removed from the project site and a new sample panel produced at no additional expense to the Department.

Architectural surface treatments and patterns of the finished work shall achieve the same final effect as demonstrated on the accepted sample panel(s). Upon acceptance by the Engineer, the sample panel(s) shall be used as the quality standard for the project. After the acceptance of the completed structure, the Contractor shall dispose of the sample panels as directed by the Engineer.

3.0 MATERIAL REQUIREMENTS

Form Liner – The form liner shall be a high quality, re-useable product manufactured of high strength urethane rubber or other approved material which attaches easily to the form work system, and shall not compress more than ¼” when concrete is poured at a rate of 10 vertical feet per hour. The form liners shall be removable without causing deterioration of the surface or underlying concrete.

Form Release Agent – Form release agent shall be a nonstaining petroleum distillate free from water, asphaltic, and other insoluble residue, or an equivalent product. Form release agents shall be compatible with the color system applied and any special surface finish.

Form Ties - Form ties shall be set back a minimum of 2” from the finished concrete surface. The ties shall be designed so that all material in the device to a depth of at least 2” back of the concrete face (bottom of simulated mortar groove) can be disengaged and removed without spalling or damaging the concrete. The Contractor shall submit the type of form ties to the Engineer for approval.

Concrete color system/stain – Special surface color system shall be performed using approved coloring systems/stains suitable for the purpose intended and applied in a manner consistent with the design intent of the project. The approved sample panel shall be the basis for determining the appropriate color/stain application.

The coloring agent shall be a penetrating stain mix or other approved coloring system with a compatible finish designed for exterior application on old or new concrete with field evidence of resistance to moisture, acid or alkali, mildew, mold or fungus discoloration or degradation. The coloring agent shall be breathable, allowing moisture and vapor transmission. Final coloring system and colors are subject to acceptance by the Engineer.

Quality Standards - Manufacturer of simulated stone masonry form liners and custom coloring system shall have at least five years experience making stone masonry molds and color stains to create formed concrete surfaces to match natural stone shapes, surface textures and colors. The Contractor shall schedule a pre-installation conference with manufacturer representative and the Engineer to assure understanding of simulated stone masonry form liner use, color application, requirements for construction of sample panel(s), and to coordinate the work. The Contractor shall be required to disclose their

source of simulated stone masonry manufacturer and final coloration contractor at the Preconstruction Conference.

4.0 CONSTRUCTION

Form Liner Preparation – Prior to each concrete pour, the form liners shall be clean and free of build-up. Each liner shall be visually inspected for blemishes and tears. Repairs shall be made in accordance with the manufacturer's recommendations. Repairs shall be accepted by the Engineer before being used. Form liner panels that do not perform as intended or are no longer repairable shall be replaced.

Form Liner Attachment – Form liners shall be securely attached to forms in accordance with the manufacturer's recommendations, with less than a ¼" seam. Blend form liner butt joints into the stone pattern and finish off the final concrete surface. Create no visible vertical or horizontal seams or conspicuous form liner butt joint marks. At locations where the form liners are joined, carefully blend to match the balance of the stone pattern.

Form liners shall be installed to withstand anticipated concrete placement pressures without leakage and without causing physical or visual defects. Wall ties shall be coordinated with the form liner system.

The Contractor shall have a technical representative from the form liner manufacturer on site for technical supervision during the installation and removal of form liners. Unless directed by the Engineer, installation and removal of form liners shall not be permitted if the technical representative is not present.

Form Release – Form release agent shall be applied in accordance with the manufacturer's recommendations. The material shall be compatible with the form liner material and the concrete coloring system and in accordance with this Special Provision. Form release agent should be worked into all areas, especially pattern recesses.

Patching – All form tie holes and other defects in finished uncolored surface shall be filled or repaired within 48 hours of form removal. Use patching materials and procedures in accordance with the manufacturer's recommendations.

Surface Finish – All surfaces that are to receive coloring agent application shall be free of all debris, dirt, dust grease, efflorescence, paint or any other foreign material prior to the application of coloring agent. Cleaning of surfaces to be accomplished by pressure washing with water set at 3000 psi to remove the debris. The fan nozzle shall be held perpendicular to the surface at a distance of 1 to 2 feet. Sandblasting will not be permitted.

Final surface shall be free of blemishes, discolorations, surface voids, and other irregularities. All patterns should be continuous without visual disruption.

Reinforced concrete shall be finished in accordance with the Standard Specifications, except that curing of concrete should be done to accommodate the application of coloring and surface finish treatment.

Grout pattern joints – Grout pattern joints shall be constructed to simulate the appearance of mortared joints produced in laid up masonry work. Grout pattern joints shall be produced in accordance with the form liner / concrete color system manufacturer.

Color/Stain Application – Finished concrete and patches shall stand in place 30 days after form liners are removed prior to application of coloring/staining agent. Maintain the concrete temperature between 40°F and 85°F during color/stain application and for 48 hours after color/stain application. Consult the manufacturer's recommendations for preparation, application, curing, and storage of coloring agents/stains. The contractor shall provide a Color Application Artist who is trained in the special techniques to achieve realistic surface appearances, if requested by the Engineer. Treated surfaces located adjacent to exposed soil or pavement shall be temporarily covered to prevent dirt or soil splatter from rain.

Following the completion of all work, repairs of any damage made by other construction operations shall be made to the form lined and colored surfaces as directed by the Engineer.

Experience and Qualifications - The Contractor shall have a minimum of three consecutive years experience in architectural concrete surface treatment construction on similar types of projects. The Contractor shall furnish to the Engineer 5 references who were responsible for supervision of similar projects and will testify to the successful completion of these projects. Include name, address, telephone number, and specific type of application.

5.0 METHOD OF MEASUREMENT

The quantity of architectural concrete surface treatment to be paid for will be the actual number of square feet of architectural concrete surface treatment that has been incorporated into the completed and accepted work.

The area of architectural concrete surface treatment will be measured by the area of front facing in place treated concrete. Do not include the top surfaces and the end wall surfaces in the measurement. Area of sample panels shall not be included in the measurement of architectural concrete surface treatment.

6.0 BASIS OF PAYMENT

Architectural concrete surface treatment as described on the plans and in this Special Provision will be paid for at the contract unit price bid per square feet for "Architectural Concrete Surface Treatment". The above price and payment will be full compensation for all work covered by this Special Provision, the plans and applicable parts of the Standard Specifications and shall include, but not be limited to, furnishing all labor, materials,

equipment, and other incidentals, including sample panels, necessary to complete this work.

Payment will be made under:

Architectural Concrete Surface Treatment.....Square Feet

PROJECT SPECIAL PROVISIONS
PERMITS

The Contractor's attention is directed to the following permits which have been issued to the Department of Transportation by the authority granting the permit.

PERMIT

AUTHORITY GRANTING THE PERMIT

Dredge and Fill and/or
Work in Navigable Waters

U. S. Army Corps of Engineers

Water Quality

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 107-14 of the Standard Specifications and the following:

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

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



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
151 PATTON AVENUE
ROOM 208
ASHEVILLE, NORTH CAROLINA 28801-5006

Action Identification Number: 200430839

Permit Number: RGP 198200031
Henderson County

Permittee: North Carolina Department of Transportation
1548 Mail Service Center
Raleigh, North Carolina 27699

Issuance: July 1, 2004

Project Manager: Angie Pennock

*** Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:**

**US ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT
ASHEVILLE REGULATORY FIELD OFFICE
151 PATTON AVENUE, ROOM 208
ASHEVILLE, NORTH CAROLINA 28801-5006**

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and condition of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

**U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT**

Action Id. 200430839

County: Henderson

Quad: Hendersonville

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Property owner: North Carolina Department of Transportation**Address:** 1548 Mail Service Center
Raleigh, North Carolina 27699**Telephone:** (919) 733-7844**Cc (without enclosures):** Mr. John Hennessy
Division of Water Quality
North Carolina Department of
Environment and Natural Resources
1650 Mail Service Center
Raleigh, North Carolina 27699-1650**Decimal Degrees:** North: 35.3111814° West: 82.4610910°**Size and Location of project (water body, road name/number, town, etc.):** The project site is located at Bridge No. 356 on Kanuga Road (SR 1127), over Wash Creek, in Hendersonville, Henderson County, North Carolina.**Description of Activity:** The excavation of and discharge of fill material into approximately 128 linear feet of perennial stream and 0.019 acre of open waters for the replacement of Bridge No. 356 with a triple barrel, 10.0 X 9.0-foot reinforced concrete box culvert system. Temporary impervious dikes and associated ponding and dewatering will result in temporary impacts for rerouting the stream channel during construction. The stream will be routed to the west while the eastern culvert is installed and then will be routed through the eastern culvert while the remainder of the structure is completed.**Applicable Law:** Section 404 (Clean Water Act, 33 U.S.C. 1344)
(check all that apply) Section 10 (River and Harbors Act of 1899)**Authorization:****General Permit No. 198200031: NCDOT Bridges****Special Conditions**

- a) All work authorized by this permit must be performed in strict compliance with the plans received in this office on April 1, 2004, which are a part of this permit. Any modification to these plans must be approved by the US Army Corps of Engineers (USACE) prior to implementation.
- b) Except as authorized by this permit or any USACE approved modification to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, within waters or wetlands. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area. This prohibition applies to all borrow and fill activities connected with this project.
- c) Except as specified in the plans attached to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, in such a manner as

to impair normal flows and circulation patterns within waters or wetlands or to reduce the reach of waters or wetlands.

- d) All temporary fill will be removed from the creek and disposed of on uplands outside of the floodplain by the expiration date of this permit.
- e) All conditions of the attached North Carolina Wildlife Resources Commission letter of June 1, 2004 are hereby incorporated as special conditions of this permit.

Your work is authorized by this Regional General Permit (RGP) provided it is accomplished in strict accordance with the attached conditions and your submitted plans. If your activity is subject to Section 404 (if Section 404 block above is checked), before beginning work you must also receive a Section 401 water quality certification from the N.C. Division of Environmental Management, telephone (919) 733-1786. For any activity within the twenty coastal counties, before beginning work you must contact the N.C. Division of Coastal Management, telephone (919) 733-2293.

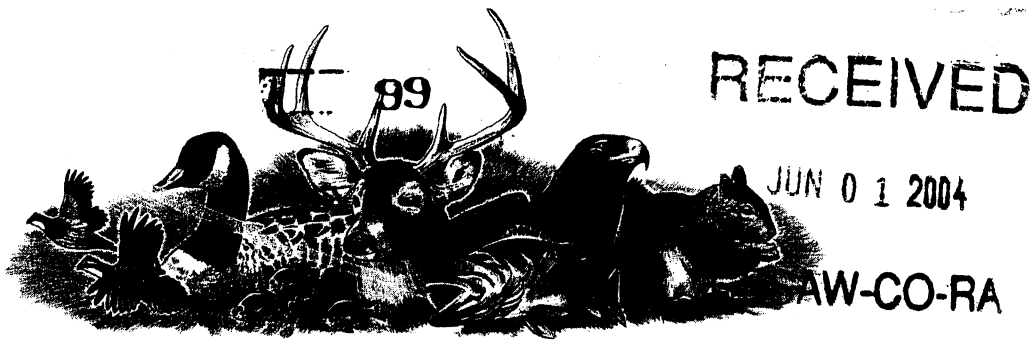
Please read and carefully comply with the attached conditions of the RGP. Any violation of the conditions of the RGP referenced above may subject the permittee to a stop work order, a restoration order, and/or appropriate legal action.

This Department of the Army RGP verification does not relieve the permittee of the responsibility to obtain any other required Federal, State, or local approvals/permits. The permittee may need to contact appropriate State and local agencies before beginning work.

If there are any questions regarding this authorization or any of the conditions of the Regional General Permit, please contact the Corps Regulatory Official specified below.

Date: 1 July 2004
Corps Regulatory Official: Angie Pennock *Angie Pennock* **Telephone No.:** (828) 271-8960 ext. 226
Expiration Date of Verification: 1 July 2006

SURVEY PLATS, FIELD SKETCH, WETLAND DELINEATION FORMS, PROJECT PLANS, ETC., MUST BE ATTACHED TO THE FILE COPY OF THIS FORM, IF REQUIRED OR AVAILABLE.



☒ North Carolina Wildlife Resources Commission ☒

Charles R. Fullwood, Executive Director

TO: Steven W. Lund, NCDOT Coordinator
Asheville Regulatory Field Office, USACE

FROM: Marla Chambers, Highway Projects Coordinator *Marla Chambers*
Habitat Conservation Program, NCWRC

DATE: May 28, 2004

SUBJECT: Review of a Categorical Exclusion document and Section 404 Permit application
by NCDOT to replace Bridge No. 356 over Wash Creek on SR 1127 (Kanuga
Road), Henderson County. TIP No. B-3475.

North Carolina Department of Transportation (NCDOT) has submitted a Section 404 application to the U.S. Army Corps of Engineers (USACE). Staff biologists with the North Carolina Wildlife Resources Commission (NCWRC) have reviewed the information provided. These comments are provided in accordance with the provisions of the National Environmental Policy Act (42 U.S.C. 4332(2)(c)) and the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16 U.S.C. 661-667d).

The NCDOT proposes to replace Bridge No. 356 over Wash Creek on SR 1127 (Kanuga Road) in Hendersonville with a triple barrel (3 @ 10 feet by 9 feet) reinforced concrete box culvert. Permanent channel impacts total 128 linear feet. The project is in an urban setting with a very high percentage of impervious surfaces. Bicycle accommodations will be included and sidewalks will be provided on both sides of the bridge.

Wash Creek is Class "B" waters and flows to Mud Creek approximately 0.7 miles downstream. Further downstream Mud Creek joins the French Broad River, where the slippershell mussel (*Alasmidonta viridis*), state Endangered, and the creeper (*Strophitus undulatus*), state Threatened, are present. Also, recent mussel surveys suggest that the Appalachian elktoe (*Alasmidonta ravenliana*), federal and state Endangered, may be recolonizing the upper French Broad River in this vicinity. Despite the degraded condition of Wash and Mud Creeks, we recommend sediment and erosion control measures for sensitive watersheds for this project, as suggested in the Categorical Exclusion document, to reduce impacts downstream.

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We strongly encourage NCDOT and local authorities to use low impact development techniques (see www.lowimpactdevelopment.org for information) to manage stormwater quantity and quality in developed areas and there should be no net gain in flood stage. We would also like to encourage the use of non-impervious materials to construct sidewalks and other facilities, particularly in developed watersheds with a high percentage of impervious surfaces. Numerous studies have shown that when 10–15% of a watershed is converted to impervious surfaces, there is a serious decline in the health of receiving waters (Schueler 1994) and the quality of fish habitat and wetlands are negatively impacted (Booth 1991, Taylor 1993).

In addition, we can concur with the permit issuance if the following conditions are implemented:

1. Sediment and erosion control measures shall adhere to the design standards for sensitive watersheds (15A NCAC 4B .0124 (a)-(d)) and be strictly maintained until project completion to avoid impacts to downstream aquatic resources. Temporary or permanent herbaceous vegetation should be planted on all bare soil as soon as possible and within 10 days of ground disturbing activities to provide long-term erosion control. Tall fescue should not be used in riparian areas. We encourage NCDOT to utilize onsite vegetation and materials for streambank stabilization when practicable. Erosion control matting should be used in riparian areas, instead of straw mulch and well anchored with 12" staples or 12" wooden survey stakes.
2. Discharge of materials into the stream from demolition of the old bridge should be avoided as much as practicable. Any materials that inadvertently reach the stream should be removed.
3. Culverts that are 48-inch diameter or larger should be placed with the floor of the barrel approximately 12 inches below the stream bottom to allow natural stream bottom materials to become established in the culvert following installation and to provide aquatic life passage during periods of low flow. This may require increasing the size of the culvert to meet flow conveyance requirements. These measurements must be based on natural thalweg depths.
4. Culverts should be designed so that one barrel, of adequate size, will carry the base flow, and the others will carry stormwater. Barrels other than the base flow barrel should be placed on or near bankfull or floodplain bench elevation (similar to Lyonsfield design). This may be accomplished by utilizing sills on the upstream end to restrict or divert flow to the base flow barrel.
5. The design of sills and baffles must be compatible with recommendations 3 and 4 above.
6. The natural dimension, pattern, and profile of the stream above and below the crossing should not be modified by widening the stream channel or changing the depth of the stream.

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7. Removal of vegetation in riparian areas should be minimized. Native trees and shrubs should be planted along the stream banks to reestablish the riparian zone and to provide long-term erosion control.
8. Grading and backfilling should be minimized, and tree and shrub growth should be retained if possible to ensure long term availability of shoreline cover for fish and wildlife. Backfill materials should be obtained from upland sites.
9. Riprap should be minimized and installed in a manner so as not to interfere with aquatic life passage during low flow conditions. Riprap placed for bank stabilization should be limited to the stream bank below the high water mark, and vegetation should be used for stabilization above the high water elevation.
10. Stormwater, should be directed to buffer areas or retention basins and should not be routed directly into streams.
11. If concrete will be used during construction, work must be accomplished so that wet (uncured) concrete does not contact surface waters. This will lessen the chance of altering the water chemistry and causing a fish kill.
12. Discharging hydroseeding mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is strictly prohibited.
13. Heavy equipment should be operated from the bank rather than in the stream channel whenever possible in order to minimize sedimentation and reduce the likelihood of introducing other pollutants into the stream. All mechanized equipment operated near surface waters should be inspected and maintained regularly to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids or other toxic materials.

Thank you for the opportunity to review and comment on this project. If you have any questions regarding these comments, please contact me at (704) 485-2384.

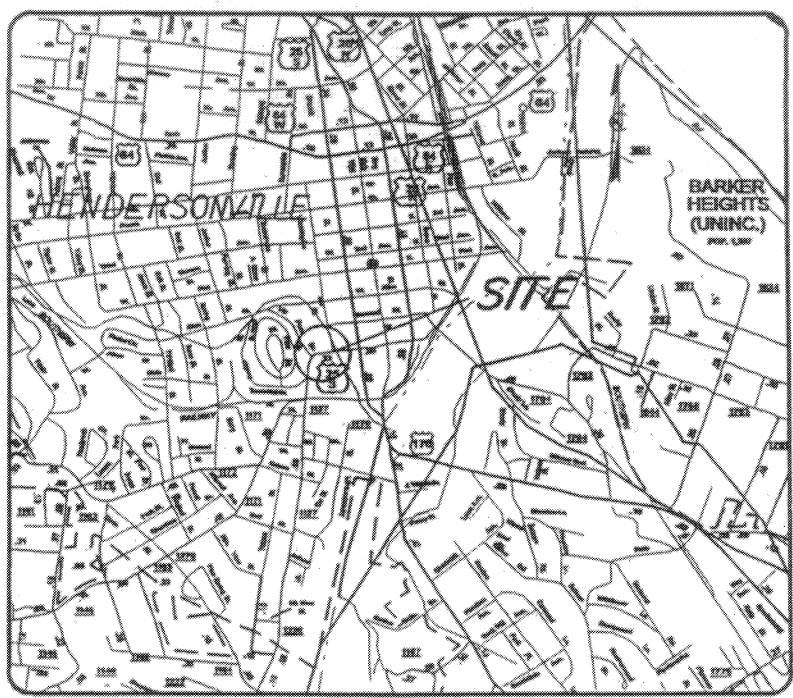
Literature Cited:

- Booth, D. 1991. Urbanization and the natural drainage system-impacts, solutions, and prognoses. Northwest Environmental Journal. 7(1):93-118.
- Schueler, Tom. 1994. The Importance of Imperviousness. Watershed Protection Techniques. 1:3 (pp100-111).
- Taylor, B.L. 1993. The influences of wetland and watershed morphological characteristics and relationships to wetland vegetation communities. Masters thesis. Dept. of Civil Engineering. University of Washington. Seattle, WA.

cc: Marella Buncick, USFWS
Brian Wrenn, NCDWQ
Sarah McRae, NCNHP

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NORTH CAROLINA

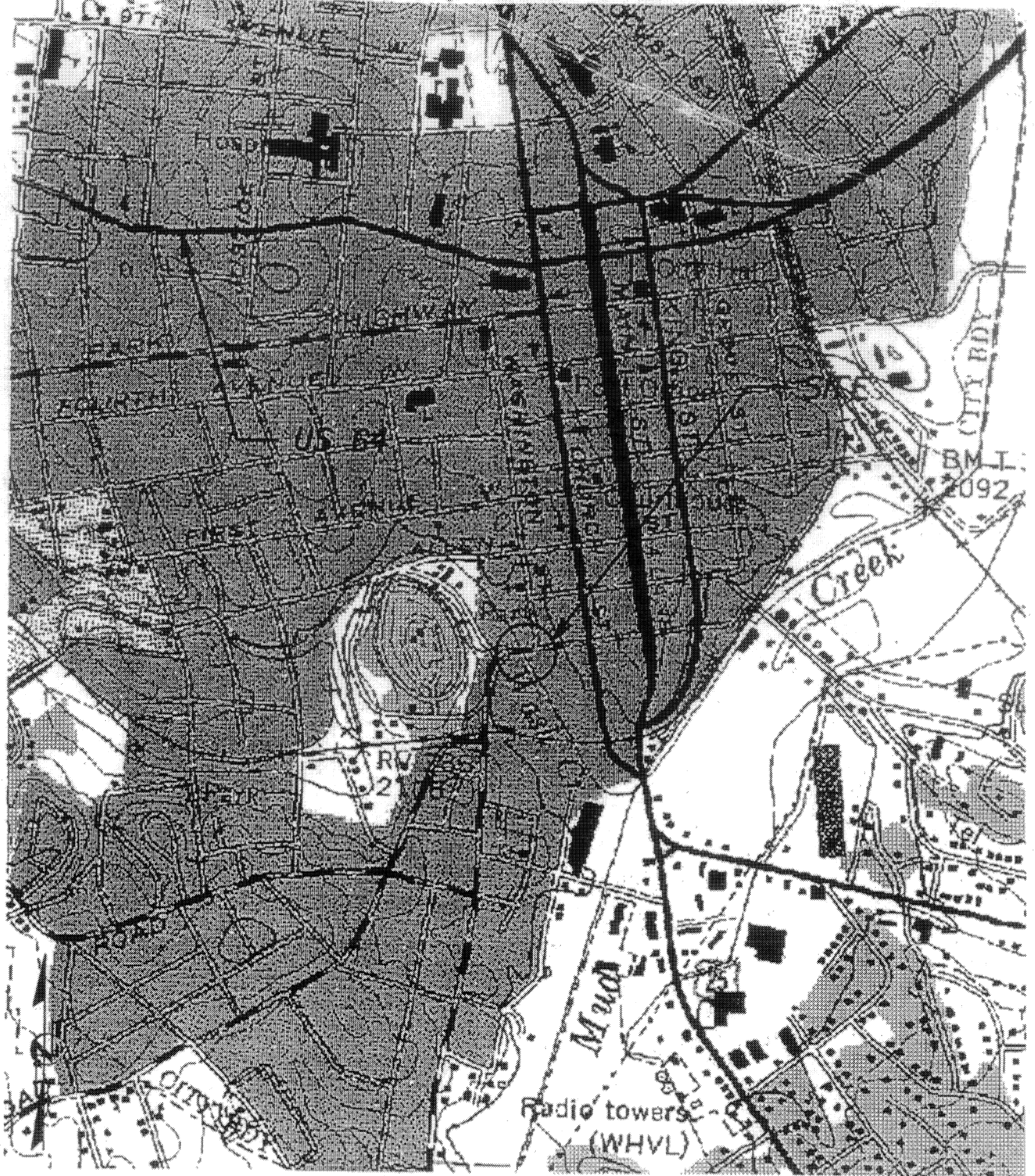


VICINITY MAPS

NCDOT

DIVISION OF HIGHWAYS
HENDERSON COUNTY
PROJECT: 8.2951601 (B-3475)

BRIDGE NO. 356 ON SR 1127
OVER WASH CREEK



SITE
MAP

NCDOT

DIVISION OF HIGHWAYS
 HENDERSON COUNTY
 PROJECT: 8.2951601 (B-3475)

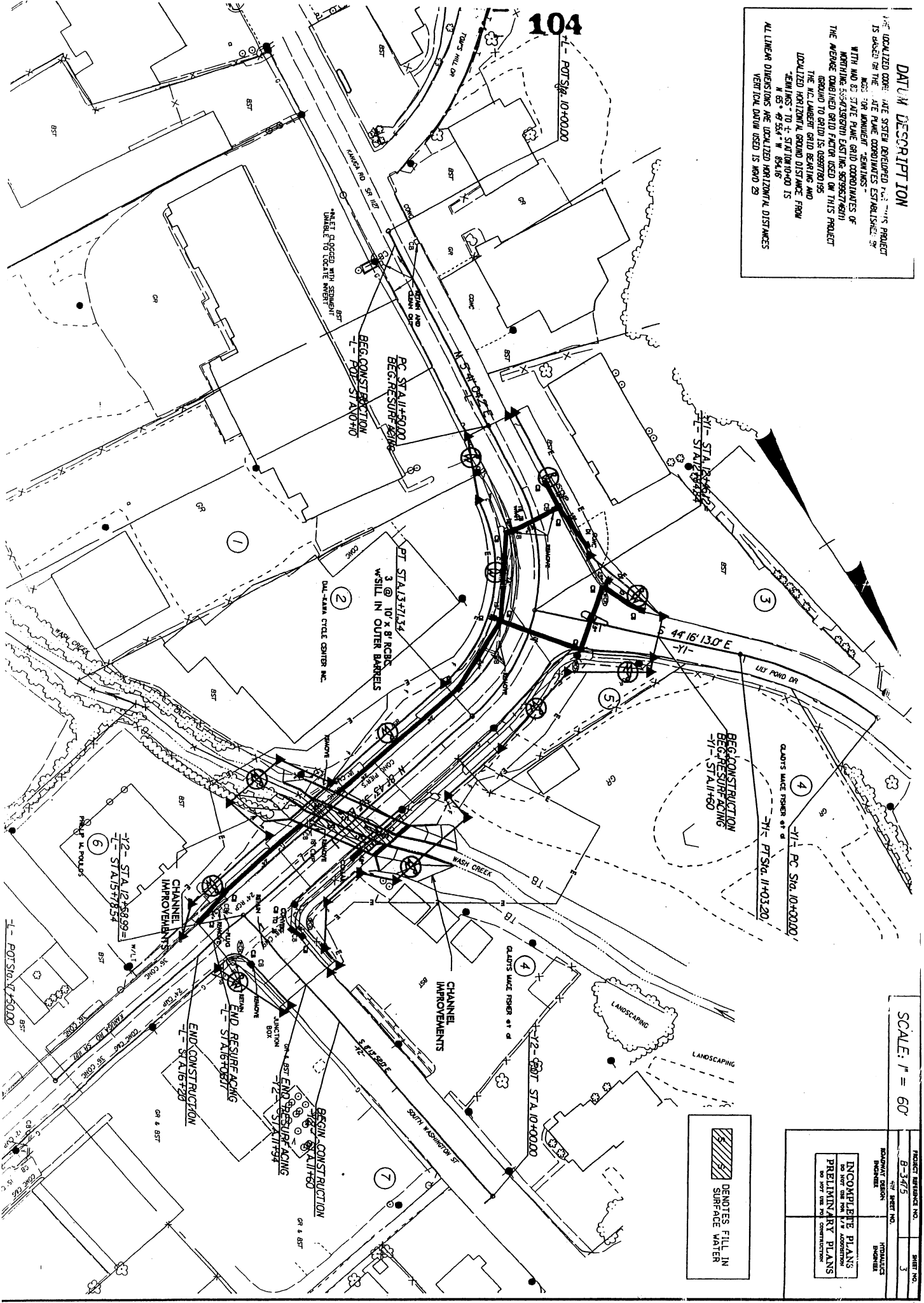
BRIDGE NO. 356 ON SR 1127
 OVER WASH CREEK


DATUM DESCRIPTION

1. ALL LOCALIZED COORDINATES DEVELOPED FOR THIS PROJECT ARE BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY THE MISSOURI DEPARTMENT OF CONSERVATION. THE STATE PLANE COORDINATES OF THE NORTHING 5534739.00 FT. EASTING 809527.00 FT. THE AVERAGE CORRECTION FACTOR USED ON THIS PROJECT IS 0.999999999. THE NAD 83 DATUM IS USED FOR ALL DISTANCES FROM THE STATE PLANE DATUM. THE STATE PLANE DATUM IS NAD 83. ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL DISTANCES. VERTICAL DIMENSIONS ARE LOCALIZED VERTICAL DISTANCES FROM THE STATE PLANE DATUM.

SCALE: 1" = 60'

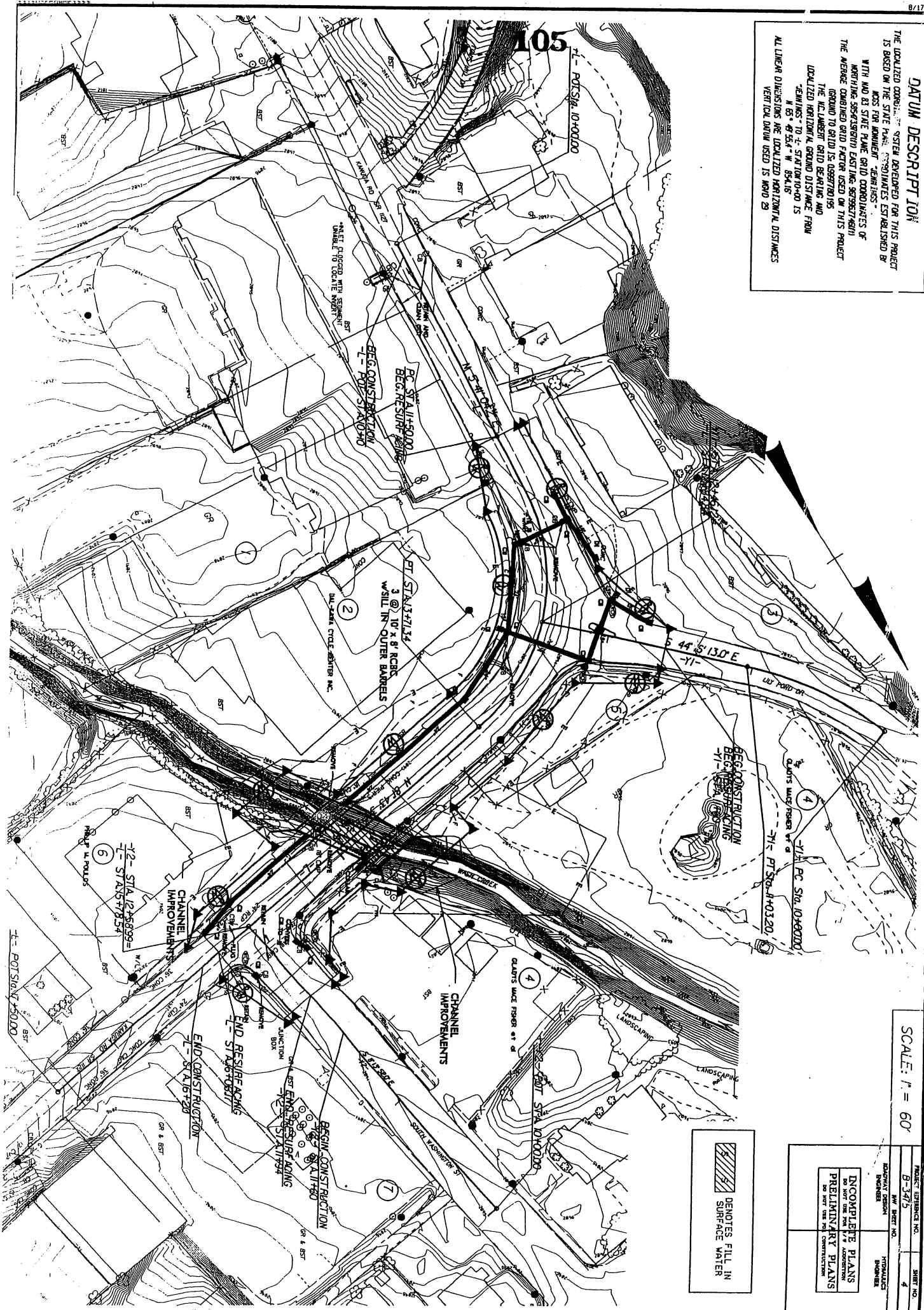
PROJECT REFERENCE NO.	B-3475
SHEET NO.	3
DESIGNED BY	INTELLIGENT ENGINEERS
CHECKED BY	INTELLIGENT ENGINEERS
DATE	NOV 14, 2014
PROJECT	PRELIMINARY PLANS
NO. OF SHEETS	3



 DENOTES FILL IN SURFACE WATER

DATUM DESCRIPTION

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY MASS FOR ADJUTANT GENERAL'S OFFICE. THE MERIDIAN IS NORTHING 38-54-55.7 (GEOID) EASTING 569827.7 (GEOID) GROUND TO GRID IS 0.999720195. THE HORIZONTAL GRID BEARING AND LOCALIZED HORIZONTAL GRID DISTANCE FROM "BEGINNINGS" TO "END" STATION 10+00 IS N 65° 49' 55.4" W 854.18. ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL DISTANCES. VERTICAL DIMENSIONS USED IS NAVD 83.



SCALE: 1" = 60'

PROJECT SHEET NO.	B-347	SHEET NO.	4
DESIGN NO.	B-347		
DATE			
BY			
CHECKED			
APPROVED			
<p style="text-align: center;">INCOMPLETE PLANS DO NOT USE FOR CONSTRUCTION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION</p>			

DENOTES FILL IN SURFACE WATER

NOTE: UNBUILT PORTIONS OF SITE SHOWN
 IN DASHED LINES. UNBUILT PORTIONS OF
 ELECTRICAL SYSTEM

UNBUILT PORTIONS OF ELECTRICAL SYSTEM SHOWN
 IN DASHED LINES.

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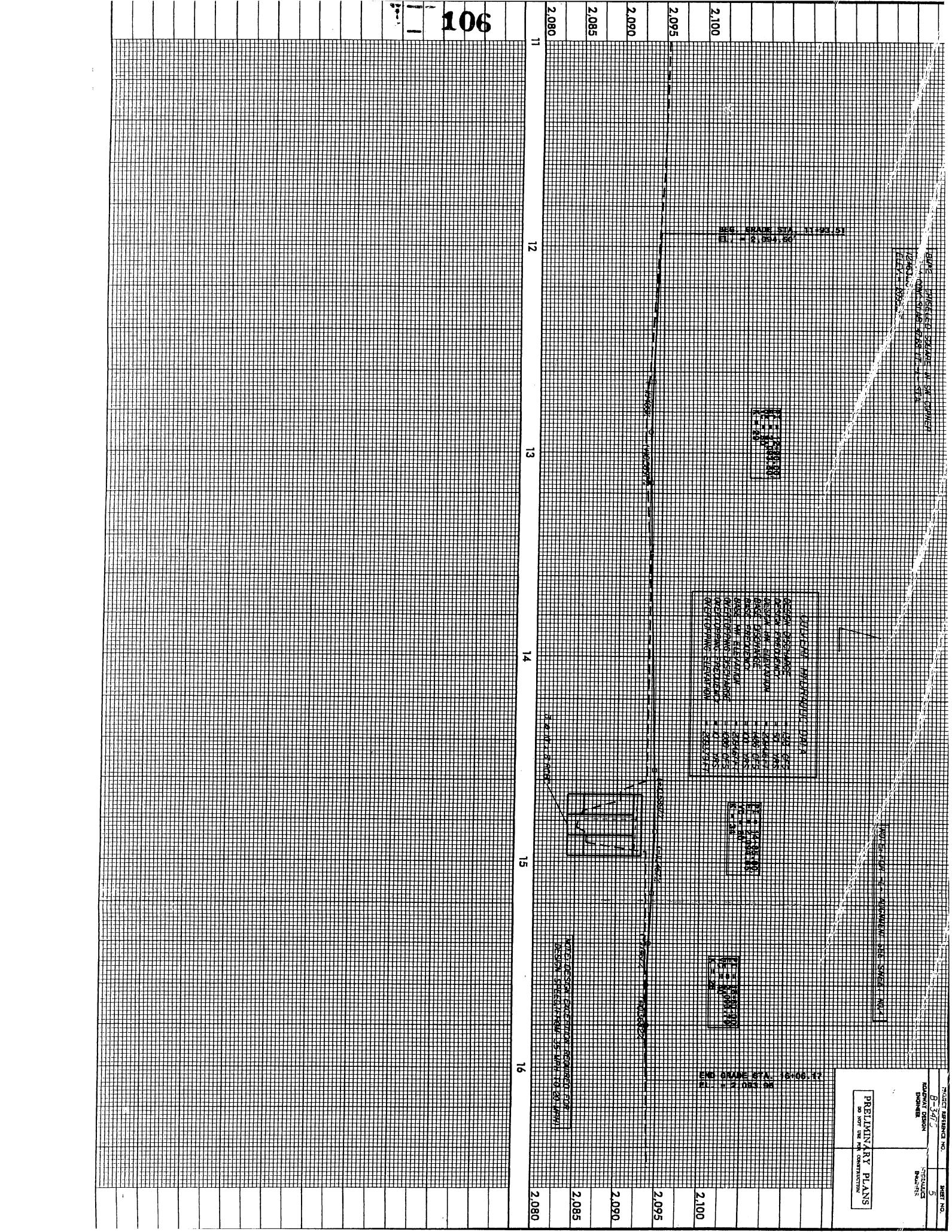
DETAILED MECHANICAL DATA
 DESIGN REQUIREMENTS
 DESIGN SPECIFICATIONS
 DESIGN LOADS
 DESIGN CONDITIONS
 DESIGN MATERIALS
 DESIGN METHODS
 DESIGN PROCEDURES
 DESIGN STANDARDS
 DESIGN CODES
 DESIGN REGULATIONS
 DESIGN APPROVALS
 DESIGN CHANGES
 DESIGN REVISIONS
 DESIGN COMMENTS

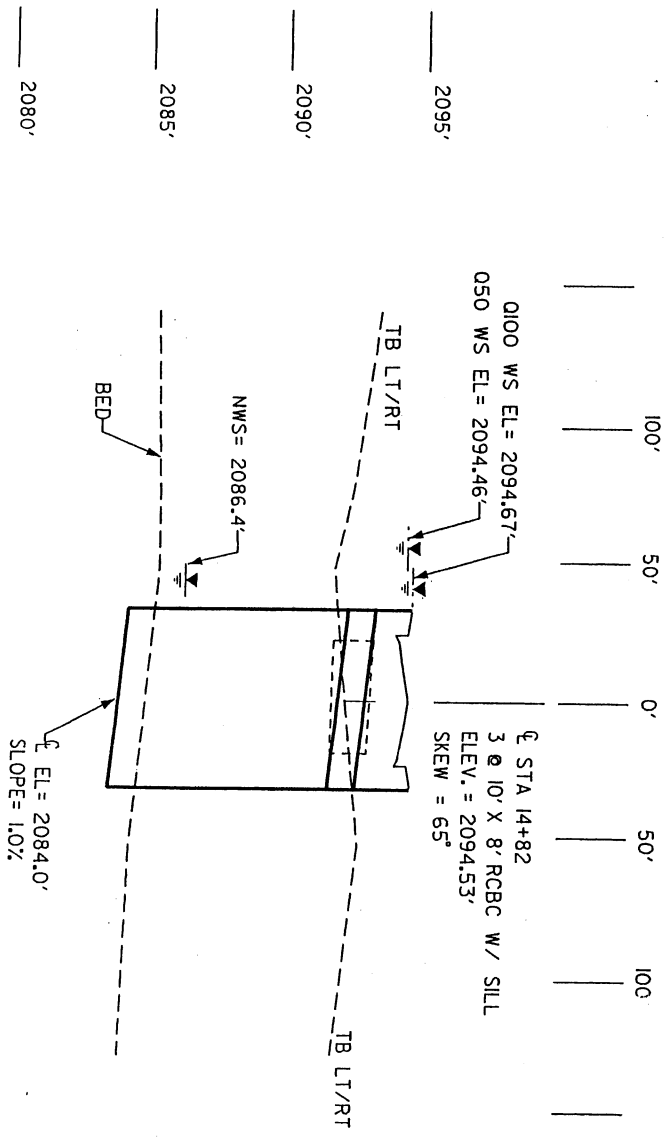
11 12 13 14 15 16

NOTE: UNBUILT PORTIONS OF ELECTRICAL SYSTEM SHOWN
 IN DASHED LINES. UNBUILT PORTIONS OF
 ELECTRICAL SYSTEM

PROJECT REFERENCE NO.	5	SHEET NO.	5
NOVANA DESIGN	BRONX	STANDARD	REVISIONS
PRELIMINARY PLANS			
DO NOT USE FOR CONSTRUCTION			

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PROJECT NUMBER	B-3652	SHEET NO.	6
DATE		PROJECT	
DESIGNED BY		CHECKED BY	
DRAWN BY		APPROVED BY	

DEPARTMENT OF THE ARMY
Wilmington District, Corps of Engineers
Post Office Box 1890
Wilmington, North Carolina 28402-1890

Regional General Permit No. 198200031
Name of Permittee: General Public
Effective Date: September 1, 2003
Expiration Date: August 31, 2008

DEPARTMENT OF THE ARMY
REGIONAL GENERAL PERMIT

A regional general permit (RGP) to perform work in or affecting navigable waters of the United States and waters of the United States, upon recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403), and Section 404 of the Clean Water Act (33 U.S.C. 1344), is hereby modified and re-issued by authority of the Secretary of the Army by the

District Engineer
U.S. Army Engineer District, Wilmington
Corps of Engineers
Post Office Box 1890
Wilmington, North Carolina 28402-1890

TO AUTHORIZE THE DISCHARGE OF DREDGED OR FILL MATERIAL IN WATERS OF THE UNITED STATES, INCLUDING WETLANDS, ASSOCIATED WITH THE CONSTRUCTION, MAINTENANCE AND REPAIR OF BRIDGES, INCLUDING COFFERDAMS, ABUTMENTS, FOUNDATION SEALS, PIERS, APPROACH FILLS, DETOUR FILLS, BOX CULVERT INSTALLATION AND TEMPORARY CONSTRUCTION AND ACCESS FILLS, IN WATERS OF THE UNITED STATES AS PART OF WORK CONDUCTED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) OR OTHER STATE, FEDERAL OR LOCAL GOVERNMENTAL ENTITY, IN THE STATE OF NORTH CAROLINA.

1. Special Conditions.

a. Written confirmation that the proposed work complies with this RGP must be received from the Wilmington District Engineer prior to the commencement of any work. To enable this determination to be made, the permittee must furnish the Wilmington District Engineer a pre-construction notification with the following information:

- (1) A map indicating the location of the work.
- (2) Plans of the proposed work showing all pertinent structures, elevations, dimensions and quantities of materials and locations of all structures and/or fill in wetlands or waterward of the normal/high water elevation contours.
- (3) A brief discussion of the affected aquatic resources, including streams and wetlands. The discussion shall include the identification and types of vegetation present.
- (4) Approximate commencement and completion dates.
- (5) A description of methods to be employed to avoid and/or minimize permanent and temporary impacts to aquatic resources caused by the proposed work.
- (6) Plans, including timetables and techniques, for construction, stabilization and removal of all unavoidable temporary fills.
- (7) Names and addresses of adjoining property owners.

b. In the case of fills of one acre or less, including permanent approach fills, detour fills and fills associated with culvert installation, the Corps of Engineers' Project Manager will determine, after appropriate onsite visits and review of plans, if the impacts on aquatic resources, including streams and wetlands, are likely to be such as to require review by Federal and State agencies. If it is determined that impacts are minimal or can be made minimal by changes agreed to by the applicant, a letter of authorization to proceed will be provided. If it is determined that review by Federal and State agencies is necessary to fully evaluate impacts, copies of all plans and materials will be forwarded to the U.S. Fish and Wildlife Service (USFWS), the National Marine Fisheries Service (NMFS), the U.S. Environmental Protection Agency (EPA) and the North Carolina Department of Environment and Natural Resources (NCDENR). These agencies will furnish comments to the Wilmington District Engineer within thirty (30) days.

c. In cases of fills greater than one acre, copies of all plans and materials will be forwarded to the USFWS, the NMFS, the EPA and the NCDENR. These agencies will furnish comments to the Wilmington District Engineer in thirty (30) days. In cases of land disturbing activities comprising more than one acre, a Sedimentation/Erosion Control Plan will be filed with the North Carolina Division of Land Resources, Land Quality Section, thirty (30) days prior to commencing work.

d. Where work is proposed within the twenty (20) coastal counties, as defined by the North Carolina Division of Coastal Management, the applicant shall forward a copy of the pre-construction notification to:

National Marine Fisheries Service
 101 Pivers Island Road
 Beaufort, North Carolina 28516

The counties in which this condition applies are:

Beaufort	Hertford	Bertie	Hyde	Brunswick
New Hanover	Camden	Onslow	Carteret	Pamlico
Chowan	Pasquotank	Craven	Pender	Currituck
Perquimans	Dare	Tyrrell	Gates	Washington

e. In the event that any Federal agency maintains an objection or any required State authorization is outstanding, no notice to proceed will be given until objections are resolved and State authorizations are issued.

f. No work will proceed until after the applicant has received written notice to proceed from the Wilmington District Engineer. This notice may include additional conditions and/or restrictions. Copies of the notice to proceed will be furnished to the USFWS, the NMFS, the EPA and the NCDENR with a brief description of the work, including the area of wetlands affected and the quantity of fill material.

g. Upon completion of any work authorized by this RGP, all temporary fills will be completely removed and the area reestablished as a wetland by restoring natural hydrology and native vegetation. Stream contours and riparian vegetation will be reestablished upon the removal of temporary culverts. In such instances, a restoration plan will be submitted to the Wilmington District Engineer for approval. Information in the restoration plan will be in accordance with special condition i. below.

h. Appropriate soil and erosion control measures must be established and maintained during construction. All fills, temporary and permanent, must be adequately stabilized at the earliest practicable date to prevent erosion of fill material into adjacent waters or wetlands.

i. In cases where new alignment approaches are to be constructed and the existing wetland approach fill is to be abandoned and no longer to be maintained as a roadway, the abandoned fill shall be removed and the area reestablished as a wetland. In such instances, a restoration plan will be submitted to the Wilmington District Engineer for approval. Information in the restoration plan will be in accordance with special condition i. below.

j. Discharges of dredged or fill material into waters of the United States, including wetlands, must be minimized or avoided to the maximum extent practicable. In reviewing an activity, the Wilmington District Engineer will first determine whether the activity will result in more than minimal adverse environmental affects. For activities that are determined to have more than minimal impacts, compensatory mitigation will be required. To expedite the process, the applicant will provide a mitigation plan with the request for authorization. Site specific mitigation proposals will include, but are not necessarily limited to, a description of work, a

schedule of work and a monitoring plan, and they will be in accordance with currently approved Wilmington District and/or Corps-wide mitigation guidelines. The applicant may propose other forms of mitigation, such as mitigation bank credits or in-lieu fee mitigation with the notification, which in some situations and at the discretion of the Wilmington District, may be considered acceptable mitigation.

k. Activities in any North Carolina designated "Mountain Trout Waters" must comply with all pH, temperature and turbidity criteria established for such waters by the North Carolina Wildlife Resources Commission (NCWRC) and/or the North Carolina Division of Water Quality (NCDWQ). Work that may result in the sedimentation of trout waters will generally be prohibited from October 15 to April 15, of any year, to avoid impacts on trout spawning.

l. Before discharging dredged or fill material into waters of the United States, including wetlands, in the twenty-five (25) mountain counties of North Carolina that contain trout waters, the applicant will obtain and provide a letter of comments and recommendations from the North NCWRC on the proposed activities. A discussion of alternatives to working in the mountain trout waters and why alternatives were not selected, and a plan to provide compensatory mitigation for all unavoidable adverse impacts to the mountain trout waters shall also be submitted with the letter from NCWRC. To facilitate coordination with the NCWRC, the proponent may provide a copy of the notification to the NCWRC concurrent with the notification to the District Engineer. The NCWRC will respond both to the proponent and directly to the Corps of Engineers.

The applicant should contact:

**North Carolina Wildlife Resources Commission
Habitat Conservation Program Manager
1721 Mail Service Center
Raleigh, North Carolina 27699-1721
Telephone (919) 733-7638**

The counties in which this condition applies are:

Alleghany	Ashe	Avery	Buncombe	Burke
Caldwell	Cherokee	Clay	Graham	Haywood
Henderson	Jackson	Macon	Madison	McDowell
Mitchell	Polk	Rutherford	Stokes	Surry Swain
Transylvania	Watauga	Wilkes	Yancey	

m. This permit does not authorize the use of culverts in areas designated as anadromous fish spawning areas by the North Carolina Division of Marine Fisheries (NCDMF) or the North Carolina Wildlife Resources Commission (NCWRC).

n. Discharges into Waters of the United States designated by either the North Carolina Division of Marine Fisheries (NCDMF) or the NCWRC as anadromous fish spawning area are prohibited during the period between February 15 and June 30, without prior written approval

from NCDMF or NCWRC and the Corps. Discharges into waters of the United States designated by NCDMF as primary nursery areas and discharges into waters of the United States designated by NCWRC as inland nursery areas shall be coordinated with NCDMF and NCWRC prior to being authorized by this RGP. Coordination with NCDMF and NCWRC may result in a required construction moratorium during periods of significant biological productivity or critical life stages.

The Applicant should contact:

NC Division of Marine Fisheries
3441 Arendell Street
Morehead City, NC 28557
Telephone 252-726-7021
or 800-682-2632

North Carolina Wildlife Resources Commission
Habitat Conservation Program Manager
1721 Mail Service Center
Raleigh, NC 27699-1721
Telephone (919) 733-7638

o. No activity may result in substantial permanent disruption of the movement of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area.

p. This permit generally allows the permanent installation of culverts to 100 feet in length. For culverts longer than 100 feet, the proposed application will be closely evaluated to determine if unacceptable impacts on movement of aquatic organisms would result. In such cases, approval may not be provided.

q. If the project is located within the twenty (20) counties of North Carolina designated as coastal counties by the Coastal Area Management Act (CAMA), then all pipe and culvert inverts will be buried 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) quad sheets. If the project is not located within the twenty (20) counties of North Carolina designated as coastal counties by CAMA, then culvert inverts will be buried at least one foot below the bed of the stream for culverts greater than 48 inches in diameter. For culverts 48 inches in diameter or smaller, culverts must be buried below the bed of the stream to a depth equal to or greater than 20 percent of the diameter of the culvert. Bottomless arch culverts will satisfy this condition. A waiver from the depth specifications in this condition may be requested in writing. The waiver will only be issued if it can be demonstrated that the impacts of complying with this condition would result in more adverse impacts to the aquatic environment.

r. All activities authorized by this RGP shall, to the extent practicable, be conducted "in the dry", with barriers installed between work areas and aquatic habitat to protect that habitat from cement or other pollutants. Where concrete is utilized, measures will be taken to prevent live or fresh concrete, including bags of uncured concrete, from coming into contact with waters of the state until the concrete has hardened. Water in the work area will be pumped to holding and settling ponds as practicable, and water will not be allowed to re-enter the water column until decanted.

s. If the project authorized by this RGP is proposed by a Federal or State agency, and is located within the twenty (20) counties of North Carolina designated as coastal counties by the CAMA, then prior to project initiation the proponent must obtain a determination of consistency with the state's coastal management program from the N.C. Division of Coastal Management (DCM). A copy of the state's consistency determination must be provided to the appropriate Wilmington District Regulatory Office at the following address:

Wilmington Regulatory Field Office
P.O. Box 1890
Wilmington, NC 28402

Washington Regulatory Field Office
P.O. Box 1000
Washington, NC 27889

The state's consistency determination will be conveyed in the form of a CAMA permit if the project is located within a designated CAMA Area of Environmental Concern (AEC), and will be conveyed in the form of a Consistency Determination letter from DCM if the project is not located within a designated CAMA AEC.

t. No work shall be authorized by the RGP within the twenty coastal counties, as defined by the North Carolina Division of Coastal Management, without prior consultation with NOAA Fisheries. For each activity reviewed by the Corps of Engineers where it is determined that the activity may affect Essential Fish Habitat (EFH) for Federally managed species, an EFH Assessment shall be prepared by the applicant and forwarded to the Corps of Engineers and NOAA Fisheries for review and comment prior to authorization of work.

u. All work will comply with Water Quality Certification No. 3404, issued by the NCDWQ on 28 March 2003.

v. The activity must be designed to maintain preconstruction downstream flow conditions (e.g., location, capacity, and flow rates). Furthermore, the activity must not permanently restrict or impede the passage of normal or expected high flows and the structure or discharge of dredged or fill material must withstand expected high flows

2. General Conditions.

a. All activities authorized by this RGP that involve the discharge of dredged or fill material in waters of the United States will be consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pre-treatment standards and management practices established pursuant to the Clean Water Act (33 U.S.C. 1344) and applicable State and local law. If the proposed activity involves the discharge of dredged or fill material in waters of the United States, prior to the commencement of any work, the applicant will satisfy the NCDWQ regarding the need for a Water Quality Certification pursuant to Section 401 of the Clean Water Act.

- b. There will be no unreasonable interference with navigation or the right of the public to riparian access by the existence or use of activities authorized by this RGP.
- c. A permittee, upon receipt of written notice from the Wilmington District Engineer of failure to comply with the terms or conditions of this RGP, will, within 60 days, without expense to the U.S. Government, and in such manner as the Wilmington District Engineer may direct, affect compliance with the terms and conditions or return the worksite to a pre-work condition.
- d. The permittee must make every reasonable effort to perform the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife and natural environmental values.
- e. The permittee must perform the work authorized herein in a manner so as to minimize any degradation of water quality. The activity will be conducted in such a manner as to prevent a significant increase in turbidity outside the area of construction or construction-related discharge. Increases such that the turbidity in the water body is 50 NTU's or less in all rivers not designated as trout waters by the North Carolina Division of Environmental Management (NCDEM), 25 NTU's or less in all saltwater classes and in all lakes and reservoirs, and 10 NTU's or less in trout waters, are not considered significant.
- f. The permittee will permit the Wilmington District Engineer or his representative to make periodic inspections at any time deemed necessary in order to assure that the activity is being performed or maintained in strict accordance with the Special and General Conditions of this permit.
- g. This RGP **does not** convey any rights, either in real estate or material, or any exclusive privileges; and it does not authorize any injury to property or invasion of rights or any infringement of Federal, State or local laws or regulations, nor does it obviate the requirement to obtain State or local assent required by law for the activity authorized herein. These may include, but are not necessarily limited to, a Dredge and/or Fill Permit (N.C.G.S. 113-229), a CAMA Permit (N.C.G.S. 113A-118), an Easement to Fill (N.C.G.S. 146-12) and a Water Quality Certification pursuant to Section 401 of the Clean Water Act.
- h. Authorization provided by this RGP may be modified, suspended or revoked in whole or in part if the Wilmington District Engineer, acting on behalf of the Secretary of the Army, determines that such action would be in the best public interest. Unless subject to modification, suspension or revocation, the term of this RGP shall be five years. Any modification, suspension or revocation of this authorization will not be the basis for any claim for damages against the U.S. Government.
- i. This RGP does not authorize the interference with any existing or proposed Federal project and the permittee will not be entitled to compensation for damages or injury to the structures or work authorized herein which may be caused by or results from existing or future operations undertaken by the United States in the public interest.

j. This RGP will not be applicable to proposed construction when the Wilmington District Engineer determines that the proposed activity would significantly affect the quality of the human environment and determines that an Environmental Impact Statement (EIS) must be prepared.

k. This RGP will not be applicable to proposed construction when the Wilmington District Engineer determines, after any necessary investigations, that the proposed activity would adversely affect areas that possess historic, cultural, scenic, conservation or recreational values. Application of this exemption applies to:

(1) Rivers named in Section 3 of the Wild and Scenic Rivers Act (15 U.S.C. 1273), those proposed for inclusion as provided by Sections 4 and 5 of the Act and wild, scenic and recreational rivers established by State and local entities.

(2) Historic, cultural or archeological sites listed in or eligible for inclusion in the National Register of Historic Places as defined in the National Historic Preservation Act of 1966 as amended, the Abandoned Shipwreck Act of 1987 and the Native American Graves Protection and Repatriation Act.

(3) Sites included in or determined eligible for listing in the National Registry of Natural Landmarks.

(4) Endangered or threatened species or critical habitat of such species as determined by the Secretaries of Interior or Commerce and concerned in accordance with the Endangered Species Act (16 U.S.C. 1531).

(5) NOAA designated marine sanctuaries, National Estuarine Research Reserves, and coral reefs.

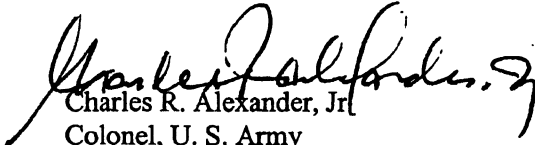
l. Permittees are advised that activities in or near a floodway may be subject to the National Flood Insurance Program, which prohibits any activities, including fill within a floodway that results in any increase in base flood elevations.

m. At his discretion, the Wilmington District Engineer may determine that this RGP will not be applicable to a specific construction proposal. In such case, the procedure for processing an individual permit in accordance with 33 CFR 325 will be available.

n. The permittee or the permittee's successors will maintain the authorized work in good condition and in conformance with the terms and conditions of the RGP.

o. The discharge of dredged or fill material shall consist of suitable material free from toxic pollutants in toxic amounts.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:


Charles R. Alexander, Jr.
Colonel, U. S. Army
District Engineer



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

July 2, 2004

To: File

From: Tyler Stanton, Permit Specialist

Subject: B-3475 Water Quality (401) Certification

Written concurrence with the 401 certification is not required for this project, per Division of Water Quality Certification #3370. Written concurrence from DWQ is not required unless any standard condition of the General Certification(s), and additional commitments developed through permitting (Greensheet) cannot be met.

WQC #3370

**GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE
FOR CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBER 31
(MAINTENANCE OF EXISTING FLOOD CONTROL FACILITIES)**

This General Certification is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Quality Regulations in 15A NCAC 2H, Section .0500 and 15A NCAC 2B .0200 for the discharge of fill material to waters and wetland areas as described in 33 CFR 330 Appendix A (B) (Maintenance of Existing Flood Control Structures). This Certification replaces Certification Number 3124 issued on February 11, 1997. This WQC is rescinded when the Corps of Engineers reauthorize this Nationwide Permit or when deemed appropriate by the Director of the DWQ.

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.

Conditions of Certification:

1. Proposed fill or substantial modification of wetlands or waters (including streams) under this General Certification requires application to and prior written concurrence from the Division of Water Quality;
2. Appropriate sediment and erosion control practices which equal or exceed those outlined in the most recent version of the "North Carolina Sediment and Erosion Control Planning and Design Manual" or the "North Carolina Surface Mining Manual" whichever is more appropriate (available from the Division of Land Resources (DLR) in the DENR Regional or Central Offices) shall be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to assure compliance with the appropriate turbidity water quality standard;
3. All sediment and erosion control measures placed in wetlands or waters shall be removed and the original grade restored within two months after the Division of Land Resources has released the project;
4. If an environmental document is required, this Certification is not valid until a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is issued by the State Clearinghouse;
5. Measures shall be taken to prevent live or fresh concrete from coming into contact with waters of the state until the concrete has hardened;
6. In accordance with North Carolina General Statute Section 143-215.3D(e), any request for written concurrence for a 401 Water Quality Certification must include the appropriate fee. If a project also requires a CAMA Permit, one payment to both agencies shall be submitted and will be the higher of the two fees;
7. Additional site-specific conditions may be added to projects for which written concurrence is required or requested under this Certification in order to ensure compliance with all applicable water quality and effluent standards;
8. Concurrence from DWQ that this Certification applies to an individual project shall expire three years from the date of the cover letter from DWQ or on the same day as the expiration date of these corresponding Nationwide and Regional General Permits, whichever is sooner;

WQC #3370

9. When written concurrence is required, the applicant is required to use the most recent version of the Certification of Completion form to notify DWQ when all work included in the 401 Certification has been completed.

Non-compliance with or violation of the conditions herein set forth by a specific fill project shall result in revocation of this Certification for the project and may 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 that requires written concurrence under this certification, if it is determined that the project is likely to have a significant adverse effect upon water quality or degrade the waters so that existing uses of the wetland, stream 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: 18 March 2002

DIVISION OF WATER QUALITY

By

Gregory J. Thorpe, Ph.D.

Acting Director

WQC # 3370

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS

In accordance with G.S. 143.18.1 (6), Subsection (5) of G.S. 143-28.1 is hereby incorporated verbatim in this contract. G.S. 143-28.1(5) is as follows:

“(5). Amounts Obligated - Payments subject to the Availability of Funds - Termination of Contracts. Highway maintenance and construction appropriations may be obligated in the amount of allotments made to the Department of Transportation by the Office of State Budget and Management for the estimated payments for maintenance and construction contract work to be performed in the appropriation fiscal year. The allotments shall be multi-year allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in subdivision (2) above. Payment for highway maintenance and construction work performed pursuant to contract in any fiscal year other than the current fiscal year will be subject to appropriations by the General Assembly. Highway maintenance and construction 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 highway maintenance or construction contract and any highway maintenance or construction 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 schedule 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 Article 108-13, Item 5, of the North Carolina Department of Transportation Standard Specifications for Roads and Structures, dated January 1, 2002.

STANDARD SPECIAL PROVISIONS
(ENGLISH AND METRIC)
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

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 relabeling 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	Bermudagrass	27 seeds
Cocklebur	4 seeds	Cornflower (Ragged Robin)	27 seeds
Spurred Anoda	4 seeds	Texas Panicum	27 seeds
Velvetleaf	4 seeds	Bracted Plantain	54 seeds
Morning-glory	8 seeds	Buckhorn Plantain	54 seeds
Corn Cockle	10 seeds	Broadleaf Dock	54 seeds
Wild Radish	12 seeds	Curly Dock	54 seeds
Purple Nutsedge	27 seeds	Dodder	54 seeds
Yellow Nutsedge	27 seeds	Giant Foxtail	54 seeds
Canada Thistle	27 seeds	Horsenettle	54 seeds
Field Bindweed	27 seeds	Quackgrass	54 seeds
Hedge Bindweed	27 seeds	Wild Mustard	54 seeds

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass 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 give 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	Centipedegrass
Carpetgrass	Clover - Red/White/Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Crownvetch
Pensacola Bahiagrass
Japanese Millet
Switchgrass
Reed Canary Grass

STANDARD SPECIAL PROVISIONS
ERRATA

Correct the *2002 Standard Specifications* as follows:

Page 1-61, Subarticle 108-10(A)

In the first sentence, change the Article reference from 101-24 to 101-25.

Page 2-21, Subarticle 235-4(B)

In the third sub-bullet under the eighth bullet in this subarticle, delete the word "subgrade" and insert the words "finished grade".

Page 3-4, Article 300-10

Change all references to 300-8 to 300-9.

Page 5-9, Subarticle 520-3(A)

Delete the words "at your option".

Page 5-10, Subarticle 520-6(A)

In the first sentence, add a period after "(B)" and delete the words "and (C)."

Delete the last sentence of the subarticle.

Page 8-47, Subarticle 862-6

Change the subarticle number from 862-6 to 862-7.

Page 8-49, Subarticle 864-4

In the first paragraph, change the Article reference from 862-3 to 864-3.

Page 8-55, Subarticle 866-5(G)

In the third pay item, insert the words "with Posts" after the word "Fence".

Page 10-1, Subarticle 1000-3(A)

In the second paragraph, change 550 psi to 600 psi (4.1 MPa).

Page 10-2, Subarticle 1000-3(A)

In the last sentence of the second paragraph on this page, change 550 psi to 600 psi (4.1 MPa).

Page 10-5, Table 1000-1

Under the column "Consistency Max. Slump" change the sub-heading 'Non-Vibrated' to 'Vibrated' and change the sub-heading 'Vibrated' to 'Non-Vibrated'. Under the column "Min. Cement Content" change the sub-heading 'Non-Vibrated' to 'Vibrated' and change the sub-heading 'Vibrated' to 'Non-Vibrated'.

Page 10-7, Table 1005-2

For Std. Size # 2S make the following changes:

- #50 (0.300) Sieve change the limits from 8 - 30 to **5 - 30**.
- #100 (0.150) Sieve change the limits from 0.5 - 10 to **0 - 10**.

For Std. Size # 2MS make the following changes:

- #50 (0.300) Sieve change the limits from 8 - 35 to **5 - 35**.
- #100 (0.150) Sieve change the limits from 0.5 - 20 to **0 - 20**.

Page 15-3, Article 1505-3

In the last paragraph of this article, change Article 300-6 to Article 300-7.

Page 15-10, Article 1510-5

In the fourth paragraph, insert a comma after the word "water".

Page 15-18, Article 1530-2

In the third paragraph on the page, change "Section 812" to "Section 340".

Page 16-15, Article 1635-3(A)

Substitute the second paragraph with the following:

Construct the rock pipe inlet sediment trap type-A with a minimum height of 18 inches (457.2 mm) and a minimum of 12 inches (304.8 mm) below the roadway shoulder or diversion point.

STANDARD SPECIAL PROVISION**AWARD OF CONTRACT**

“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”.

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

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

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

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

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

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

EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

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

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County
New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County
Orange County
Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County
Forsyth County
Guiford County
Randolph County
Stokes County
Yadkin County

Area 1520 18.3%

Gaston County
Mecklenburg County
Union County

Goals For Female

Participation in Each Trade

(Statewide) 6.9%

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

I. GENERAL

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general dispute clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

8. **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.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA 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. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or

disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour

Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. 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.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).

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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its 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 3-year period preceding this proposal been convicted of or had a civil judgement 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary 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 Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 Covered Transactions:

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 participation in this transaction 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.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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 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 recipients shall certify and disclose accordingly.

GENERAL DECISION NC030010 06/13/03 NC10
 General Decision Number NC030010

Superseded General Decision No. NC020010

State: North Carolina

Construction Type:
 HIGHWAY

County(ies):

ALLEGHANY	GRANVILLE	PASQUOTANK
ANSON	GREENE	PENDER
ASHE	HALIFAX	PERQUIMANS
AVERY	HARNETT	PERSON
BEAUFORT	HAYWOOD	PITT
BERTIE	HENDERSON	POLK
BLADEN	HERTFORD	RICHMOND
BRUNSWICK	HOKE	ROBESON
CALDWELL	HYDE	ROCKINGHAM
CAMDEN	IREDELL	RUTHERFORD
CARTERET	JACKSON	SAMPSON
CASWELL	JOHNSTON	SCOTLAND
CHATHAM	JONES	STANLY
CHEROKEE	LEE	SURRY
CHOWAN	LENOIR	SWAIN
CLAY	MACON	TRANSYLVANIA
CLEVELAND	MADISON	TYRRELL
COLUMBUS	MARTIN	VANCE
CRAVEN	MCDOWELL	WARREN
CURRITUCK	MITCHELL	WASHINGTON
DARE	MONTGOMERY	WATAUGA
DUPLIN	MOORE	WAYNE
EDGECOMBE	NASH	WILKES
GATES	NORTHAMPTON	WILSON
GRAHAM	PAMLICO	YANCEY

HIGHWAY CONSTRUCTION PROJECTS (does not include Tunnels, Building Structures in rest area projects, Railroad Construction, and Bascule/Suspension/Spandrel Arch Bridges, Bridges designed for Commercial Navigation, and Bridges involving marine construction and other major bridges).

Modification Number Publication Date
 0 06/13/2003

COUNTY(ies):

ALLEGHANY	GRANVILLE	PASQUOTANK
ANSON	GREENE	PENDER
ASHE	HALIFAX	PERQUIMANS
AVERY	HARNETT	PERSON
BEAUFORT	HAYWOOD	PITT
BERTIE	HENDERSON	POLK
BLADEN	HERTFORD	RICHMOND
BRUNSWICK	HOKE	ROBESON
CALDWELL	HYDE	ROCKINGHAM
CAMDEN	IREDELL	RUTHERFORD
CARTERET	JACKSON	SAMPSON
CASWELL	JOHNSTON	SCOTLAND
CHATHAM	JONES	STANLY

CHEROKEE	LEE	SURRY
CHOWAN	LENOIR	SWAIN
CLAY	MACON	TRANSYLVANIA
CLEVELAND	MADISON	TYRRELL
COLUMBUS	MARTIN	VANCE
CRAVEN	MCDOWELL	WARREN
CURRITUCK	MITCHELL	WASHINGTON
DARE	MONTGOMERY	WATAUGA
DUPLIN	MOORE	WAYNE
EDGEcombe	NASH	WILKES
GATES	NORTHAMPTON	WILSON
GRAHAM	PAMLICO	YANCEY

SUNC3001A 02/12/1990

	Rates	Fringes
CARPENTER	7.71	
CONCRETE FINISHER	7.64	
IRONWORKER (Reinforcing)	9.27	
LABORER		
Comman	5.42	
Asphalt Raker	6.32	
Form Setter (Road)	6.90	
Mason (Brick, Block, Stone)	7.76	
Pipe Layer	5.90	
Power Tool Operator	6.53	
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor	6.57	
Asphalt Paver	7.00	
Bulldozer	7.21	
Bulldozer (utility)	6.00	
Concrete Finishing Machine	9.48	
Concrete Grinder	8.13	
Crane, Backhoe, Shovel, & Dragline (Over 1 yd.)	8.53	
Crane, Backhoe, Shovel, & Dragline (1 yd. & under)	6.91	
Drill Operator	7.65	
Grade Checker	5.15	
Grease man	6.43	
Hydroseeder	7.00	
Loader	6.85	
Mechanic	8.27	
Milling Machine	8.00	
Motor Grader (Fine Grade)	8.01	
Motor Grader (Rough Grade)	7.42	
Oiler	5.80	
Piledriver	11.00	
Roller (Finish)	6.32	
Roller (Rough)	5.43	
Scraper	6.41	
Screed Asphalt	6.33	
Stone Spreader	5.88	
Stripping Machine Operator	6.00	
Subgrade Machine	9.00	
Sweeper	5.64	

Tractor (utility) 6.15

TRUCK DRIVERS:

Single Rear Axle Trucks 5.15
 Multi Rear Axle Trucks 5.48
 Heavy Duty trucks 5.50
 Welder 9.07

 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)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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

County : Henderson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0043000000-N	226	GRADING	Lump Sum	L.S.	
0003	0057000000-E	226	UNDERCUT EXCAVATION	100 CY		
0004	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRS	62 TON		
0005	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	240 LF		
0006	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	4 LF		
0007	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	328 LF		
0008	0744000000-E	310	48" BIT COAT CS PIPE CULVERTS, TYPE B 0.109" THICK	8 LF		
0009	0995000000-E	340	PIPE REMOVAL	105 LF		
0010	0996000000-N	350	PIPE CLEAN-OUT	2 EA		
0011	1220000000-E	545	INCIDENTAL STONE BASE	150 TON		
0012	1330000000-E	607	INCIDENTAL MILLING	100 SY		
0013	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	230 TON		
0014	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	160 TON		
0015	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	840 TON		
0016	1560000000-E	620	ASPHALT BINDER FOR PLANT MIX, GRADE PG 64-22	73 TON		
0017	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	290 TON		
0018	2022000000-E	815	SUBDRAIN EXCAVATION	22.4 CY		

County : Henderson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	2033000000-E	815	SUBDRAIN FINE AGGREGATE	16.8 CY		
0020	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	100 LF		
0021	2055000000-E	815	6" SUBDRAIN PIPE WYES, TEES, & ELBOWS	3 EA		
0022	2066000000-N	815	CONCRETE PAD FOR SUBDRAIN PIPE OUTLET	1 EA		
0023	2077000000-E	815	6" OUTLET PIPE (SUBDRAINS)	6 LF		
0024	2099000000-E	816	SHOULDER DRAIN	100 LF		
0025	2253000000-E	840	PIPE COLLARS	1.1 CY		
0026	2264000000-E	840	PIPE PLUGS	0.2 CY		
0027	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	17 EA		
0028	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	3 EA		
0029	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	3 EA		
0030	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	3 EA		
0031	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	6 EA		
0032	2396000000-N	840	FRAME WITH COVER, STD 840.54	2 EA		
0033	2451000000-N	840	CONCRETE APRON FOR DROP INLETS	3 EA		
0034	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	750 LF		
0035	2591000000-E	848	4" CONCRETE SIDEWALK	390 SY		
0036	2598000000-E	848	CONCRETE WHEELCHAIR RAMPS	50 SY		

County : Henderson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0037	2612000000-E	848	6" CONCRETE DRIVEWAY	120 SY		
0038	2647000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	140 SY		
0039	2830000000-N	858	ADJUSTMENT OF MANHOLES	10 EA		
0040	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	8 EA		
0041	3628000000-E	876	PLAIN RIP RAP, CLASS I	25 TON		
0042	3656000000-E	876	FILTER FABRIC FOR DRAINAGE	325 SY		
0043	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	492 SF		
0044	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	180 SF		
0045	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	32 SF		
0046	4425000000-N	1125	WARNING FLAG SETS	7 EA		
0047	4430000000-N	1130	DRUMS	60 EA		
0048	4435000000-N	1135	CONES	50 EA		
0049	4445000000-E	1145	BARRICADES (TYPE III)	80 LF		
0050	4450000000-N	1150	FLAGGER	272 HR		
0051	4460000000-N	1155	WARNING LIGHTS (TYPE B)	2 EA		
0052	4615000000-E	1205	REMOVABLE TAPE PAVEMENT MARK- ING LINES (4")	1,046 LF		
0053	4635000000-E	1205	REMOVABLE TAPE PAVEMENT MARK- ING LINES (24")	61 LF		
0054	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	68 EA		
0055	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	1,190 LF		

County : Henderson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0056	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	36 LF		
0057	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	8 EA		
0058	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	5,207 LF		
0059	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	72 LF		
0060	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	16 EA		
0061	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	300 LF		
0062	4900000000-N	1252	PERMANENT RAISED PAVEMENT MARKERS	32 EA		
0063	5300000000-E	1505	FOUNDATION CONDITIONING MATERIAL, UTILITIES CLASS ***** (VI)	44 TON		
0064	5306000000-E	SP	BEDDING MATERIAL, UTILITIES CLASS ***** (VI)	44 TON		
0065	5318000000-E	1505	PAVEMENT REPAIR FOR UTILITY WORK	1 TON		
0066	5360000000-E	1510	6" DI WATER PIPE, PC 350	510 LF		
0067	5414000000-E	1510	3/4" COPPER WATER PIPE, TYPE K	120 LF		
0068	5480000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS, 250# MIN WP	850 LB		
0069	5510000000-E	1510	3/4" CORPORATION STOP	3 EA		
0070	5540000000-E	1510	6" GATE VALVE & VALVE BOX, 200# WP	3 EA		
0071	5582000000-E	1510	***X*** TAPPING SADDLE (6" X 3/4")	3 EA		
0072	5648000000-N	1510	RELOCATE EXISTING WATER METER	3 EA		

County : Henderson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0073	5672000000-N	1510	RELOCATE EXISTING FIRE HYDRANT	1	EA	
0074	5726000000-E	1520	8" DI SEWER PIPE, PC 350	209	LF	
0075	5775000000-E	1525	4' DIA PRECAST CONC SEWER MAN-HOLE 0-6' DEPTH	2	EA	
0076	5780000000-E	1525	PRECAST CONC MANHOLE WALL, ** DIA, OVER 6' HT (4')	1	LF	
0077	5798000000-E	1530	FILL OR REMOVE ABANDONED *** PIPE, ***** (8", TC SEWER)	306	LF	
0078	5882000000-N	SP	GENERIC UTILITY ITEM STEEL H-PILE PIER	2	EA	
0079	5888000000-E	SP	GENERIC UTILITY ITEM 8" DI RIGID RESTRAINED JOINT SEWER PIPE, PC 350	100	LF	
0080	6000000000-E	1605	TEMPORARY SILT FENCE	340	LF	
0081	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	150	TON	
0082	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	130	TON	
0083	6012000000-E	1610	SEDIMENT CONTROL STONE	180	TON	
0084	6015000000-E	1615	TEMPORARY MULCHING	0.5	ACR	
0085	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	50	LB	
0086	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	0.25	TON	
0087	6030000000-E	1630	SILT EXCAVATION	160	CY	
0088	6036000000-E	1631	MATTING FOR EROSION CONTROL	465	SY	
0089	6042000000-E	1632	1/4" HARDWARE CLOTH	460	LF	
0090	6069000000-E	1638	STILLING BASINS	40	CY	

County : Henderson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0091	6084000000-E	1660	SEEDING & MULCHING	0.5 ACR		
0092	6087000000-E	1660	MOWING	0.5 ACR		
0093	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB		
0094	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON		
0095	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50 LB		
0096	6108000000-E	1665	FERTILIZER TOPDRESSING	0.25 TON		
0097	6111000000-E	SP	IMPERVIOUS DIKE	325 LF		
0098	6114000000-N	SP	SPECIALIZED HAND MOWING	1 HR		
0099	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	8 EA		
0100	7060000000-E	1705	SIGNAL CABLE	735 LF		
0101	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	13 EA		
0102	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	3 EA		
0103	7264000000-E	1710	MESSENGER CABLE (3/8")	90 LF		
0104	7288000000-E	1715	TRENCHING (PAVED)	77 LF		
0105	7300000000-E	1715	TRENCHING (UNPAVED)	188 LF		
0106	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	7 EA		
0107	7360000000-N	1720	WOOD POLE	2 EA		
0108	7372000000-N	1721	GUY ASSEMBLY	2 EA		
0109	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1 EA		
0110	7420000000-E	1722	2" RISER WITH WEATHERHEAD	2 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0111	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1,254 LF		
0112	7456000000-E	1726	LEAD-IN CABLE	1,040 LF		
0113	7980000000-N	SP	GENERIC SIGNAL ITEM INSTALL CONTROLLER W/ CABINET (TYPE 2070L, POLE MOUNTED)	2 EA		
0114	7980000000-N	SP	GENERIC SIGNAL ITEM INSTALL DETECTOR CARD (TYPE 2070L)	6 EA		

CULVERT ITEMS

0115	8056000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (14+82.00 -L-)	Lump Sum	L.S.	
0116	8126000000-N	414	CULVERT EXCAVATION, STA ***** (14+82.00 -L-)	Lump Sum	L.S.	
0117	8133000000-E	414	FOUNDATION CONDITIONING MATER- IAL, BOX CULVERT	147 TON		
0118	8196000000-E	420	CLASS A CONCRETE (CULVERT)	247.5 CY		
0119	8245000000-E	425	REINFORCING STEEL (CULVERT)	36,221 LB		
0120	8821000000-E	SP	GENERIC CULVERT ITEM ARCHITECTURAL CONCRETE SURFACE TREATMENT	1,057 SF		

C200842
HENDERSON COUNTY

2/16/99

Contract No: C200842

County: HENDERSON

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Execution of Contract and Bonds
Approved as to Form:

Attorney General

