DATE: May 12, 2010

Project Number: B-5234

CONTRACTING AGENCY

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

RALEIGH, NORTH CAROLINA

Request For Proposals For:

Bridge Replacement With
Prestressed Cored Slabs
Clay County
Bridge Number 100

Proposals subject to the conditions made a part hereof will be received until 2:00 P.M., Thursday, June 24, 2010, and then publicly opened for furnishing the services as described herein.

Opening of proposals to be in the Conference Room (N. C. Department of Transportation, Bridge Management Unit), 4809 Beryl Road, Raleigh, N. C.

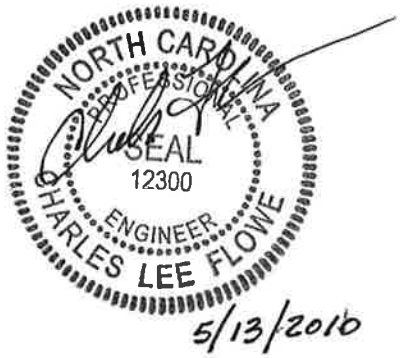
Send all proposals directly to the issuing agency:

N. C. DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT UNIT
4809 BERYL ROAD
RALEIGH, NORTH CAROLINA 27606

ATTENTION: DAN HOLDERMAN, PE

NOTE: Please indicate project number, bridge number and opening date on the bottom left hand corner of your envelope.

TGS Engineers
975 Walnut Street
Suite 141
Cary, NC 27511



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PRE-QUALIFYING TO BID

In order to qualify to bid on this contract, all prospective Bidders must attend the Pre-Bid Conference.

All prospective Bidders shall be pre-qualified with the Department of Transportation prior to submitting a bid. Contractors who are not pre-qualified may obtain information and forms for pre-qualifying from:

Contractual Services Unit
State Contractual Services Engineer:
Greg Keel, PE
Telephone (919) 733-7174
Fax (919) 715-7378

All required pre-qualification statements and documents shall be filed with the Manager of Construction at least two weeks prior to the date of opening bids.

PRE-BID CONFERENCE

All prospective Bidders shall attend a Pre-Bid Conference at the location indicated below. This Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give Bidders an opportunity to ask any questions they may have. Only bids received from Bidders who have attended and properly registered at the Pre-Bid Conference will be considered.

No questions concerning the project will be answered by any Department personnel at any time except at the Pre-Bid Conference.

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the Conference in accordance with the following:

1. The individual signs his or her name on the official roster;
2. The individual writes in the name and address of the company he or she represents; and
3. Only one company is shown as being represented by the individual attending.
4. The individual must be an officer or permanent employee of the firm they represent.

Bidders are to meet for the Pre-Bid Conference, at 1:00 p.m., Tuesday, June 2, 2010 in the State Bridge Management Unit, Chief Engineers conference room in the NCDOT Maintenance office building at 4809 Beryl Road which is directly across (south) from the NC State Fairgrounds in Raleigh, NC, Wake County. (SEE PRE-BID LOCATION MAP IN ATTACHMENT C).

SPECIAL PROVISION

AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS

Payments made on this contract are subject to availability of funds as allocated by the General Assembly. If The General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, 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.

PREPARATION AND SUBMISSION OF BIDS

All bids shall be prepared and submitted in accordance with the following listed requirements.

1. The proposal form furnished by the Department shall be used and shall not be taken apart or altered.

2. All entries including signatures shall be written in ink.

3. The amount bid shall be written in figures in the proper place in the proposal form.

4. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.

5. The bid shall be properly executed. In order to constitute proper execution, the bid shall show the Contractor's name, address, and Federal Identification Number and shall be signed by an authorized representative. If a corporation, the corporate seal shall be affixed. The bid execution shall be notarized by the notary public whose commission is in effect on the date of execution.

6. The bid shall not contain any unauthorized additions, deletions, or conditional bids.

7. The Bidder shall not add any provision reserving the right to accept to reject an award, or to enter into a contract pursuant to an award.

8. The bid shall be accompanied by a bid bond on the form furnished by the Department or by a bid deposit. The bid bond shall be completely and properly executed in accordance with the requirements of "Bid Bond or Bid Deposit". The

bid deposit shall be a certified check or cashiers check in accordance with "Bid Bond or Bid Deposit".

9. The bid shall be placed in a sealed envelope (complete proposal) and shall have been delivered to and received by the Department prior to the time specified in the invitation to bid.

REJECTION OF BIDS

Any bid submitted which fails to comply with any of the requirements contained herein shall be considered irregular and may be rejected.

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the 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 grounds of race, color, or national origin.

BID BOND OR BID DEPOSIT

Each bid shall be accompanied by a corporate bid bond or a bid deposit of a certified or cashiers check in the amount of at least 5% of the total amount bid for contract. No bid will be considered or accepted unless accompanied by one of the foregoing securities. The bid bond shall be executed by a Corporate Surety licensed to do business in North Carolina and the certified check or cashiers check shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the Department of Transportation in an amount of at least 5% of the total amount bid for the contract. The condition of the bid bond or bid deposit is: the Principal shall not withdraw its bid within 60 days after the opening of the same, and if the contract is awarded to the Principal, the Principal shall within 14 days after the prescribed contract documents are mailed to him for signature, execute such contractual documents as may be required by the terms of the bid and give payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work; in the event of the failure of the Principal to enter into such contract and execute such documents as may be required, then the amount of the bid bond shall be immediately paid to the Department as liquidated damages or, in the case of a bid deposit, the deposit shall be forfeited to the Department.

When a bid is secured by a bid bond, the bid bond shall be on the form furnished by the Department. The bid bond shall be executed by both the Bidder and a Corporate Surety licensed under the laws of North Carolina to write such bonds.

The execution by the Bidder shall be in the same manner as required under "Preparation and Submission of Bids" for the proper execution of the bid. The execution by the Corporate Surety shall be the same as is provided for under "Preparation and Submission of Bids" for the execution of the bid by a corporation. The seal of the Corporate Surety shall be affixed to the bid bond. The bid bond form furnished is for execution of the Corporate Surety by a General Agent or Attorney in Fact. A certified copy of the Power of Attorney shall be attached if the bid bond is executed by a General Agent or Attorney in Fact. The Power of Attorney shall contain a certification that the Power of Attorney is still in full effect as of the date of the execution of the bid bond by the General Agent or Attorney in Fact. If the bid bond is executed by the Corporate Surety by the President, Vice President, or Assistant Vice President, and attested to by the Secretary or Assistant Secretary, then the bid bond form furnished shall be modified for such execution, instead of execution by the Attorney in Fact or the General Agent.

When a bid is secured by a bid deposit (certified check or cashiers check), the execution of a bid bond will not be required.

All bid bonds will be retained by the Department until the contract is executed by the successful Bidder, after which all such bid bonds will be returned to the Bidder or the Surety.

PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Performance and Payment Bonds will not be required by the Department if the awarded amount of the contract is less than Three Hundred Thousand Dollars ($300,000.00), otherwise, the following shall apply:

(A) The successful Bidder, at the time of the execution of the contract, shall provide a contract performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded the contract.

(B) The successful Bidder, at the time of the execution of the contract, shall provide a contract payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or sub-contractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor or subcontractor is liable.

The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the awarding of the construction contract.

Before a purchase order is issued, the apparent low bidder will be notified in writing to submit to the Purchasing Section, a performance bond and payment bond each in the amount of 100% of the contract.

DELIVERY OF BIDS

All bids (complete proposal) shall be placed in a sealed envelope having the name and address of the Bidder, and the Statement:

> "Bid for State Highway Project WBS Element 42836.3.1 for Bridge No. 100 in Clay County."

on the outside of the envelope. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to:

N. C. DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT UNIT
4809 BERYL ROAD
RALEIGH, N. C. 27606

ATTENTION: DAN HOLDERMAN, PE

The outer envelope shall also bear the statement:

> "Bid for State Highway Project WBS Element 42836.3.1 for Bridge No. 100 in Clay County."

If delivered in person, the sealed envelope shall be delivered to the office of North Carolina Department of Transportation, Bridge Management Unit, 4809 Beryl Road, Raleigh, NC (South of the NC State Fairgrounds, directly south from the NC State Fairgrounds). All bids shall be delivered prior to the time specified in the invitation to bid. Bids received after 2:00 p.m., Thursday, June 24, 2010 will not be accepted.

PROJECT SPECIAL PROVISIONS

GENERAL

SCOPE OF WORK

This work shall consist of furnishing and installing a prestressed cored slab bridge; removal of the existing structure; clearing and grubbing; excavation and embankment; guardrail; roadway base course and pavement; placement of substructure and superstructure, approach slabs, grading; placement of rip rap; temporary erosion control; seeding and mulching; and all other incidental items necessary to complete the project as specified and shown on the plans.

Only the construction centerline, control points with a reference station and benchmark location shall be furnished by the Bridge Maintenance Unit on an initial one time basis. All other engineering, surveying, layout and measurements shall be the responsibility of the contractor.

LOCATION AND DESCRIPTION

The existing bridge, consisting of one span of a total length = 28.5'; Reinforced concrete deck, vertical reinforced concrete abutments, and a clear roadway of 18.0' is located on SR 1100 across Trout Cove Creek, 0.8 mile west of the junction with SR 1104. This bridge shall be replaced by a cored slab bridge with one span @ 57'-6" on a 90 degree skew angle and 35'-10" clear roadway width. (SEE BRIDGE LOCATION MAP)

CONTRACT TIME AND LIQUIDATED DAMAGES:

The date of availability of this contract is the date the Contractor begins work but not before the issuance of the purchase order and not before **July 19, 2010** or no later than **August 2, 2010**.

The completion date for this contract is One Hundred and Twenty (120) consecutive calendar days after and including date of availability.

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

The liquidated damages for this contract are **Three Hundred Fifty Dollars ($350.00)** per calendar day. At the pre-construction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the pre-construction conference, the Contractor shall notify the engineer in writing at least thirty (30) days piror to the revised date.

CONSTRUCTION METHODS

The contractor shall perform all construction activities in accordance with the applicable requirements of the NCDOT Standard Specifications for Roads and Structures dated July 2006, except as otherwise specified herein.

Wherever reference is made in the Specifications to information shown in the plans, such information will be furnished by the Engineer.

SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature of the work, and general and local conditions; particularly those bearing on transportation, availability of labor, State Regulations for safety and security of property, roads, and facilities required for the prosecution of the work and all matters which can in any way affect the work or cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty of cost of successfully performing the work.

CONTROL OF EROSION, SILT AND POLLUTION

Control of erosion, siltation and pollution shall meet the requirements of Section 107-13 of the Standard Specifications for Roads and Structures dated July 2006, and as shown on the plans.

The Contractor may, at his option, submit an alternate plan and sequence by submitting 3 copies of the proposed alternate to the Engineer for approval. Approval must be obtained before construction is started on the alternate plan.

In the event the erosion and sedimentation control plan is not followed or properly maintained, all other work shall be suspended until corrections are made.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in Accordance with Section 106 of the Standard Specifications and the Department's "Material and Tests Manual". However, the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction. All material must be approved by the Engineer prior to being used.

TRAFFIC CONTROL

The Contractor will be required to give the Engineer a minimum of two (2) weeks written notice before starting work. The Contractor shall be responsible for erection and maintenance of all traffic control devise.

INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless, the State, the Department, and all of its officers, agents and employees from all damages, suits, actions or claims brought of any injuries or damages sustained by any person or property on account of the Contractor's operations in connection with the contract. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Department for its own negligence, breach of contract, equipment failure or other circumstance of operation beyond the control of the Contractor. The Contractor shall be responsible for and indemnify and save the Department harmless for any and all damages to its property caused by the negligence of the Contractor, its employees or agents in carrying out this contract.

Pursuant to N.C.G.S. § 97-19, all contractor/subcontractors of the Department of Transportation are required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured contractor/subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether contractor/subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and contractor/subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an occupational disease or injury-by-accident arising out of and in the course and scope of performance of the work insured by the contractor or subcontractor. Proof is to be obtained prior to services beginning.

COMPENSATION

The Department agrees to pay the Contractor the total project bid cost including any bid item overruns, minus any liquidated damages, when he has satisfactorily completed the scheduled work described herein.

ADDITIONAL COMPENSATION and/or EXTENSION OF COMPLETION DATE

Any claims for additional compensation shall be submitted to the State Bridge Management Engineer with detailed justification within thirty (30) days after receipt of final invoice payment. The failure on the part of the Contractor to submit the claim(s) within thirty (30) days shall be a bar to recovery.

BASIS OF PAYMENT

Monthly partial payments will be made in accordance with Section 109-4 of the NCDOT Standard Specifications dated July 2006.

WORK PROCEDURES AND ASSIGNMENTS

1. ENGINEER

The Engineer for this project through the issuance of a purchase order shall be the State Bridge Maintenance Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. After a purchase order is issued the Engineer for this project shall be the Division Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

2. AUTHORITY OF THE ENGINEER

The Engineer will decide all questions, which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions, which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

3. CONTRACTOR SUPERVISION

The Contractor shall have a responsible Supervisor for the purpose of supervising, scheduling and coordinating this contract with the Engineer.

4. AVAILABILITY

Provisions shall be made so that a Supervisor can be contacted at any time during the work day during the length of the contract.

COMPETITIVE PROPOSALS

Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of this proposal certifies this proposal has not been arrived at collusively nor otherwise in violation of Federal or North Carolina Anti-Trust Laws. All proposals must be signed by the owner or an officer of the firm.

ACCEPTANCE AND REJECTION

The right is reserved by the Contracting Agency to accept or reject all proposals or to waive any informality in the proposals.

REMOVAL OF EXISTING STRUCTURE

The Contractor shall be responsible for complete removal of any remaining portion of the existing structures. The Contractor's attention is directed to Article 402-2 of the Standard Specifications.

UTILITY CONFLICTS

The Department will be responsible for the adjustment and relocation of any utility at the bridge site prior to the date of availability.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev 8-21-07) SP1 G31

None of the items included in this contract will be major items.

SPECIALTY ITEMS:

(7-1-95) SP1 G34

None of the items included in the contract will be specialty items (See Article 108-6 of the *Standard Specifications*).

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev 1-20-09) SP1 G43

Revise the *2006 Standard Specifications* as follows:

Page 1-93 Subarticle 109-8, add the following:

The base index price for **DIESEL #2 FUEL** is **$ 2.4955** per gallon.

Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Aggregate Base Course	Gal/Ton	0.55
Asphalt Concrete Base Course, Type B25.0B	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type I19.0B	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type S9.5B	Gal/Ton	2.90

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)(Rev 10-20-09) SP1 G67

Policy

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprise (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with 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.

Definitions

Commitment - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

Committed MBE/WBE - Any MBE/WBE listed on the MBE/WBE commitment list approved by the Department at the time of bid submission or any MBE/WBE utilized as a replacement for a MBE/WBE firm listed on the commitment list.

Department - North Carolina Department of Transportation

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

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

MBE/WBE – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

Goal - The MBE/WBE participation specified herein

Letter of Intent – Written documentation of the bidder/offeror's commitment to use a MBE/WBE subcontractor and confirmation from the MBE/WBE that it is participating in the contract.

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

Form RS-1-D - Form for subcontracts involving MBE/WBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

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

Contract Goal

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

(A) Minority Business Enterprises **2** %

(1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises participate in at least the percent of the contract as set forth above as the goal.

(2) *If the goal is zero*, the Contractor shall continue to recruit the MBEs and report the use of MBEs during the construction of the project. A good faith effort will not be required with a zero goal.

(B) Women Business Enterprises **2** %

(1) If the goal is more than zero, the Contractor shall exercise all necessary and reasonable steps to ensure that Women Business Enterprises participate in at least the percent of the contract as set forth above as the goal.

(2) *If the goal is zero*, the Contractor shall continue to recruit the WBEs and report the use of WBEs during the construction of the project. A good faith effort will not be required with a zero goal.

Contract Requirement

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement**.

Certified Transportation Firms Directory

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering https://apps.dot.state.nc.us/vendor/directory/ in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

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

Listing of MBE/WBE Subcontractors in Contract

Only those MBE/WBE firms with current certification are acceptable for listing in the bidder's submittal of MBE/WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

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

(1) The names and addresses of MBE/WBE firms committed to participate in the contract. If the bidder uses the updated listing of MBE/WBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the MBE/WBE firm.

(2) The contract line numbers and agreed upon unit prices of work to be performed by each MBE/WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE/WBE participation.

(B) Paper Bids

(1) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE/WBE participation for the contract. If the bidder has no MBE/WBE participation, he shall indicate this on the form "Listing of MBE/WBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation**. Bids submitted that do not have MBE/WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.

(2) *If the goal is zero,* bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of MBE/WBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeror's commitment to use MBE/WBE subcontractors whose participation it submits to meet a contract goal and written confirmation from each MBE/WBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor". This letter of intent form is available at: http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf. It shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed MBE/WBE listed in the proposal indicating their participation in the contract, the MBE/WBE participation will not count toward meeting the goal.

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More

(A) If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.

(B) When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.

(C) (1) The Contractor may count toward its MBE/WBE goal only expenditures to MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and other relevant factors.

(2) A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal. If a MBE/WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption will be final.

(3) The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.

(a) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular

contract, and there shall not be a contrived arrangement for the purpose of meeting MBE/WBE goals.

(b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(c) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.

(e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. The value of services performed under lease agreements between the MBE/WBE and Contractor will not count towards the contract requirement.

(f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the MBE/WBE.

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

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

(1) The fees or commissions charged by a MBE/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be

reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) 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), 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.

Good Faith Effort for Projects with Goals more than Zero

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the Department documentation of its good faith efforts made to reach each contract goal. One complete set and 9 copies of this information shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal 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.

The following factors will be used to determine if the bidder has made adequate good faith effort:

(A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBE/WBEs of subcontracting opportunities.

(B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior to bid opening. Whether the bidder provided written notice to all MBE/WBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.

(C) Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Director of Business and Opportunity Workforce Development to give notification of the bidder's inability to get MBE/WBE quotes.

(D) Whether the bidder selected portions of the work to be performed by MBE/WBEs 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 MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.

(E) Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.

(F) Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.

(G) Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.

(H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.

(I) Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.

(J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goals.

If a bidder is the apparent lowest responsive 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 MBE participation as long as the overall MBE goal value of the combined projects is achieved.

If a bidder is the apparent lowest responsive 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 WBE participation as long as the overall WBE goal value of the combined projects is achieved.

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

MBE/WBE Replacement

The Contractor shall not terminate a committed MBE/WBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed MBE/WBE firm that does not perform as intended with another committed MBE/WBE firm or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed MBE/WBE.

(A) Performance Related Replacement

When a MBE/WBE 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 MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work as the MBE/WBE that was terminated. The Contractor is encouraged to first attempt to find another MBE/WBE firm to do the same work as the MBE/WBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any MBE/WBE subcontractor who is unable to perform successfully with another MBE/WBE subcontractor. Such documentation shall include but not be limited to the following:

(1) Copies of written notification to MBE/WBEs that their interest is solicited in subcontracting the work defaulted by the previous MBE/WBE subcontractor or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:

(a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.

(b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.

(3) For each MBE/WBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.

(4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

(1) When a committed MBE/WBE is decertified by the Department after a Request for Subcontract has been received by the Department, the Department will not require the Prime Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.

(2) When a committed MBE/WBE is decertified prior to the Department receiving a Request for Subcontract for the named MBE/WBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE 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.

Changes in the Work

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

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

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

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

Reports

All requests for subcontracts involving MBE/WBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MBE/WBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at:

http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc unless otherwise approved by the Engineer. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

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

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

Reporting MBE/WBE Participation

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

(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.

(B) Electronic Bids Reporting:

The Contractor shall report the accounting of payments through the Department's Payment Tracking System, which is located at: https://apps.dot.state.nc.us/Vendor/PaymentTracking/. The Contractor shall also provide the Engineer an affidavit attesting the accuracy of the information submitted in the Payment Tracking System. This too shall be submitted for any given month by the end of the following month.

(C) Paper Bids Reporting:

The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form MBE/WBE-IS, which is available at http://www.ncdot.org/doh/forms/files/MBE/WBE-IS.xls.

(D) Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each MBE/WBE. 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.

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

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

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from working on any DOT project until the required information is submitted.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

PROGRESS SCHEDULE:

(12-18-07) SP1 G70

Revise the *2006 Specifications* as follows:

Page 1-72, Article 108-2 Progress Schedule, delete in its entirety and replace with the following:

The Contractor shall prepare and submit for review and approval a schedule of proposed working progress. This schedule shall be submitted on forms supplied by the Engineer or in a format that is approved by the Engineer. A detailed Critical Path Method (CPM) schedule shall not be submitted to replace the progress schedule details required below.

The proposed progress schedule shall be submitted no later than 7 days prior to the date of the project preconstruction conference and shall be approved before any payments will be processed for the project.

When the Engineer has extended the completion date or if the project overrun is anticipated to exceed 5%, the Contractor may submit a revised progress schedule to the Engineer for review and approval. If plan revisions are anticipated to change the sequence of operations in such a manner as will effect the progress but not the completion date, then the Contractor may submit a revised progress schedule for review and approval but the completion date shall remain unchanged.

The proposed progress schedule shall contain the following items:

(A) A time scale diagram with major work activities and milestone dates clearly labeled.

(B) A cash curve corresponding to the milestones and work activities established above.

(C) A written narrative that explains the sequence of work, the controlling operation(s), intermediate completion dates, milestones, project phasing, anticipated work schedule, and estimated resources. In addition, explain how permit requirements, submittal tracking, and coordination with subcontractors, utility companies and other entities will be performed.

Major work activities are defined as components comprising more than 5% of the total project cost or occupying more than 10% of total contract time and shall include, if applicable, the following:

Clearing and grubbing
Grading
Drainage
Soil stabilization

Aggregate base course
Pavement
Culverts
Bridges (including removal)
Signals, ITS, and lighting
Overhead signs

Major Milestones are derived from the project construction phasing and shall include, if applicable, the following:

Start of construction
Intermediate completion dates or times
Seasonal limitation/observation periods/moratoriums
Traffic shifts
Beginning and end of each traffic control phase or work area
Road openings
Completion date

LIABILITY INSURANCE: SP1 G80
(11-18-08)

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of $5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

SUBSURFACE INFORMATION:

(7-1-95) SP1 G118

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

PORTABLE CONCRETE BARRIER - (Partial Payments for Materials):

(7-1-95) SP1 G121

When so authorized by the Engineer, partial materials payments will be made up to 90 percent of the delivered cost of portable concrete barrier, provided that these materials have been delivered on the project and stored in an acceptable manner, and further provided the documents listed in Subarticle 109-5(C) of the *Standard Specifications* have been furnished to the Engineer.

The provisions of Subarticle 109-5(B) of the *Standard Specifications* will apply to the portable concrete barrier.

MAINTENANCE OF THE PROJECT:

(11-20-07) SP1G125

Revise the *2006 Standard Specifications* as follows:

Page 1-40, Article 104-10 Maintenance of the Project is amended as follows:

Add the following after the first sentence of the first paragraph.

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

Add the following as the last sentence of the first paragraph:

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

Page 1-41, Article 104-10 Maintenance of the Project is amended to replace the last sentence of the second paragraph with the following:

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

CONTRACTOR CLAIM SUBMITTAL FORM:

SP1G140

(9-16-08)

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

BID DOCUMENTATION:

SP1 G142

(1-1-02) (Rev. 7-18-06)

General

The successful Bidder (Contractor) shall submit the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation used to prepare the bid for this contract to the Department. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility selected by the Department and preserved by that institution or facility as specified in the following sections of this provision.

Bid Documentation

The terms *bid documentation* as used in this provision means all written information, working papers, computer printouts, electronic media, charts, and all other data compilations which contain or reflect information, data, and calculations used by the Bidder in the preparation of the bid. The term *bid documentation* includes, but is not limited to, contractor equipment rates, contractor overhead rates, labor rates, efficiency or productivity factors, arithmetical calculations,

and quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Bidder in formulating and determining the bid. The term *bid documentation* also includes any manuals, which are standard to the industry used by the Bidder in determining the bid. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the publication and the publisher. The term does not include bid documents provided by the Department for use by the Bidder in bidding on this project.

Submittal of Bid Documentation

A representative of the Bidder shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within 10 days after the notice of award is received by him. Bid documentation will be considered a certified copy if the Bidder includes a letter to the Department from a chief officer of the company stating that the enclosed documentation is an *EXACT* copy of the original documentation. The letter shall be signed by a chief officer of the company, have the person's name and title typed below the signature, and the signature shall be notarized at the bottom of the letter. The Department will not execute the contract until the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation has been received by the Department. The container shall be clearly marked *Bid Documentation* and shall show on the face of the container the Bidder's name, Bidder's address, the date of submittal, the Project Number, and the County.

Affidavit

In addition to the bid documentation, an affidavit signed under oath by an individual authorized by the Bidder to execute the bid shall be included. The affidavit shall list each bid document with sufficient specificity so a comparison may be made between the list and the bid documentation to ensure that all of the bid documentation listed in the affidavit has been enclosed. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents used by the Bidder to determine the bid for this project, and that all such bid documentation has been included.

Verification

Upon delivery of the bid documentation, the Department's Contract Officer and the Bidder's representative will verify the accuracy and completeness of the bid documentation compared to the affidavit. Should a discrepancy exist, the Bidder's representative shall immediately furnish the Department's Contract Officer with any other needed bid documentation. The Department's Contract Officer upon determining that the bid documentation is complete will, in the presence of the Bidder's representative, immediately place the complete bid documentation and affidavit in the container and seal it. Both parties will deliver the sealed container to a banking institution or other bonded document storage facility selected by the Department for placement in a safety deposit box, vault, or other secure accommodation.

Duration and Use

The bid documentation and affidavit shall remain in escrow until 60 calendar days from the time the Contractor receives the final estimate; or until such time as the Contractor gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department related to the contract; or until authorized in writing by the Contractor. Upon the giving of written notice of intent to file a claim, filing a written claim, filing a written and verified claim, or the initiation of litigation by the Contractor against the Department, or receipt of a letter from the Contractor authorizing release, the Department may obtain the release and custody of the bid documentation. If the bid documentation remains in escrow 60 calendar days after the time the Contractor receives the final estimate and the Contractor has not filed a written claim, filed a written and verified claim, or has not initiated litigation against the Department related to the contract, the Department shall instruct the banking institution or other bonded document storage facility to release the sealed container to the Contractor.

The Bidder certifies and agrees that the sealed container placed in escrow contains all of the bid documentation used to determine the bid and that no other bid documentation shall be relevant or material in litigation over claims brought by the Contractor arising out of this contract.

Failure to Provide Bid Documentation

The Bidder's failure to provide the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation within 10 days after the notice of award is received by him may be just cause for rescinding the award of the contract and may result in the removal of the Bidder from the Department's list of qualified bidders for a period up to 180 days. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under the contract or otherwise, as the Board of Transportation may decide.

Escrow Agreement

The Bidder will be required to sign an Escrow Agreement within 10 days after he receives the notice of award. A copy of this Escrow Agreement document will be mailed to the Bidder with the notice of award for informational purposes. The Bidder and Department will sign the Escrow Agreement at the time that the bid documentation is delivered to a Banking Institution or other facility as outlined above. The Bidder's failure to sign the Escrow Agreement at the time the bid documentation is delivered may be just cause for rescinding the award of the contract and may result in the removal of the Bidder from the Department's list of qualified bidders for a period up to 180 days. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under the contract or otherwise, as the Board of Transportation may decide.

Confidentiality of Bid Documentation

The bid documentation and affidavit in escrow are, and will remain, the property of the Bidder. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless the Contractor gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department. In the event of such written notice of intent to file a claim, filing of a written claim, filing a written and verified claim, or initiation of litigation against the Department, or receipt of a letter from the Contractor authorizing release, the bid documentation and affidavit may become the property of the Department for use in considering any claim or in litigation as the Department may deem appropriate.

Any portion or portions of the bid documentation designated by the Bidder as a *trade secret* at the time the bid documentation is delivered to the Department's Contract Officer shall be protected from disclosure as provided by *G.S. 132-1.2.*

Cost and Escrow Instructions

The cost of the escrow will be borne by the Department. The Department will provide escrow instructions to the banking institution or other bonded document storage facility consistent with this provision.

Payment

There will be no separate payment for all costs of compilation of the data, container, or verification of the bid documentation. Payment at the various contract unit or lump sum prices in the contract will be full compensation for all such costs.

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (5-16-06) SP1 G150

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

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

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

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

(12-19-06)(Rev 3-16-10) SP1 G151

Revise the *2006 Standard Specifications* as follows:

Page 1-60, 107-2 Assignment of Claims Void, replace the reference from *G.S. 143-3.3* to ***G.S. 143B-426.40A***.

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word ***contractually***.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09) SP1 G152

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

(1) have a contract with a governmental agency; or
(2) have performed under such a contract within the past year; or
(3) anticipate bidding on such a contract in the future.

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

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

EROSION & SEDIMENT CONTROL/STORMWATER CERTIFICATION:

1-16-07 (Rev 1-15-08) SP1 G180

General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein

regardless of whether or not a National Pollutant Discharge Elimination System (NPDES) permit for the work is required.

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

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

(B) *Certified Foreman* – Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.

(C) *Certified Installer* – Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.

(D) *Certified Designer* – Provide a certified designer for the design of the erosion and sediment control stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control stormwater plan.

Roles and Responsibilities

(A) *Certified Erosion & Sediment Control Stormwater Supervisor* - The Certified Supervisor shall be responsible for ensuring erosion and sediment/stormwater control is adequately implemented and maintained on the project and conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours from initial exposure of an erodible surface to the project's final acceptance when questions or concerns arise with Erosion and Sedimentation Control/Stormwater issues. Perform the following duties:

(1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment/stormwater control measures are fully executed for each operation and in a timely manner over the duration of the contract.

(a) Oversee the work of subcontractors so that appropriate erosion and sediment/stormwater control preventive measures are conformed to at each stage of the work.
(b) Prepare the required weekly erosion control punchlist and submit to the Engineer.
(c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.

(d) Implement the erosion and sediment/stormwater control site plans requested.

(e) Provide for erosion and sediment/stormwater control methods for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.

(f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.

(g) Conduct all erosion and sediment/stormwater control work in a timely and workmanlike manner.

(h) Fully install erosion and sediment/stormwater control work prior to suspension of the work.

(i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment/stormwater control issues due to the Contractor's operations.

(j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and/or any location where sediment leaves the Right-of-Way.

(k) Have available a set of erosion control plans that has been properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

(2) Requirements set forth under the NPDES Permit - The Department's NPDES permit outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated E&SC Program. Some of the requirements are, but are not limited to:

(a) Control project site waste to prevent contamination of surface or ground waters of the state (i.e. construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste).

(b) Inspect E&SC/Stormwater devices at least once every 7 calendar days, twice weekly for 303(d) impaired streams, and within 24 hours after a significant rainfall event of 0.5 inches within 24 hours.

(c) Maintain an onsite rain gauge and a record of rainfall amounts and dates.

(d) Maintain E&SC/Stormwater inspection records for review by Department and Regulatory personnel upon request.

(e) Implement approved reclamation plans on all borrow pits and waste sites.

(f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.

(g) Provide secondary containment for bulk storage of liquid materials.

(h) Provide training for employees concerning general E&SC/Stormwater awareness, the NPDES Permit requirements, and the requirements of the *General Permit, NCG010000.*

(i) Report violations of the NPDES permit to the Engineer who will notify the DWQ Regional Office within 24 hours.

(3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions of permits. The quality control program shall:

(a) Follow permit requirements related to the Contractor and subcontractors' construction activities.

(b) Ensure that all operators and/or subcontractor(s) on site have the proper erosion and sediment/stormwater control certification.

(c) Notify the Engineer when the required certified erosion and sediment/stormwater control personnel are not available on the job site when needed.

(d) Conduct the inspections required by the NPDES permit.

(e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.

(f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.

(g) Maintain temporary erosion and sediment control devices.

(h) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.

(i) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

(B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

(1) Foreman in charge of grading activities
(2) Foreman in charge of bridge or culvert construction over jurisdictional areas
(3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

(C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion or sediment/stormwater control crew:

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer - Operations to the certification entity, certification for *Supervisor, Certified Foremen, Certified Installers* and *Certified Designer* may be revoked or

suspended with the issuance of a *Continuing Immediate Corrective Action (Continuing ICA), Notice of Violation,* or C*ease and Desist Order* for erosion and sediment control/stormwater related issues.

Should any of the following circumstances occur, the Chief Engineer may suspend or permanently revoke such certification.

(A) Failure to adequately perform the duties as defined within the certification program
(B) Issuance of a continuing ICA, NOV, or Cease and Desist Order
(C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications
(D) Demonstration of erroneous documentation or reporting techniques
(E) Cheating or copying another candidate's work on an examination
(F) Intentional falsification of records
(G) Directing a subordinate under direct or indirect supervision to perform any of the above actions
(H) Dismissal from a company for any of the above reasons
(I) Suspension or revocation of one's certification within another state

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

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

Chief Engineer - Operations
1537 Mail Service Center
Raleigh, NC 27699-1537

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

2-20-07 SP 1G 181

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

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

(A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or

(B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.

(C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.

(D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

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

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the

stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

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

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix,* available at http://www.ncdot.org/doh/preconstruct/ps/contracts/letting.html to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

The Contractor may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the bid for the project. CEC values exceeding 15 milliequivalents per 100 grams of soil may indicate a high potential for turbidity and should be avoided when dewatering into surface water is proposed.

No additional compensation for monitoring borrow pit discharge will be paid

PROJECT SPECIAL PROVISIONS

ROADWAY

CLEARING AND GRUBBING – METHOD II:

SP2 R01

(9-17-02)

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

BURNING RESTRICTIONS:

SP2 R05

(7-1-95)

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

EMBANKMENTS:

SP2R18

(5-16-06) (Rev 7-21-09)

Revise the *Standard Specifications* as follows:

Page 2-22, Article 235-3 Materials, add the following as the second sentence of the second paragraph:

> Aerate and dry material containing moisture content in excess of what is required to achieve embankment stability and specified density.

Page 2-22, Subarticle 235-4(B) Embankment Formation, add the following:

(16) Do not place rock or broken pavement in embankment areas where piles or drilled shaft foundations are to be constructed. This shall include but not be limited to piles and foundations for structures, metal signal poles, overhead sign structures, and high mount lighting.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02) SP2 R45 A

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 226 of the *2006 Standard Specifications* except as follows:

Construct the top 6 inches 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 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.

Measurement and Payment

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*.

SELECT GRANULAR MATERIAL:

(3-16-10) SP2 R80

Revise the *Standard Specifications* as follows:

Page 2-29, Delete Section 265 **SELECT GRANULAR MATERIAL** and replace it with the following:

Description

Furnish and place select granular material in accordance with the contract or as directed by the Engineer.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Select Material, Class II	1016
Select Material, Class III	1016

Construction Methods

Use Class II or III Select Material over fabric for soil stabilization and only Class III Select Material for backfill in water.

Place select granular material to 3 ft above fabric and water level.

Measurement and Payment

Select granular material will be paid for as *Select Granular Material* unless the material is obtained from the same source as the borrow material and the contract includes a pay item for *Borrow Excavation.* When this occurs, select granular material will be paid for as *Borrow Excavation* in accordance with Article 230-5 of the *Standard Specifications* and no payment for *Select Granular Material* will be made.

Select Granular Material will be measured and paid for in cubic yards. When *Undercut Excavation* is in accordance with Section 226 (Comprehensive Grading) of the *Standard Specifications* and the Engineer requires undercut to be backfilled with select granular material, the second sentence of the sixth paragraph of Article 226-3 will not apply, as payment for the backfill will be made as specified in this provision.

Select granular material will be measured by in place measurement in accordance with Article 230-5 of the *Standard Specifications* or by weighing material in trucks in accordance with Article 106-7 of the *Standard Specifications* as determined by the Engineer. When select granular material is weighed in trucks, a unit weight of 135 pcf will be used to convert the weight of select granular material to cubic yards. At the Engineer's discretion, truck measurement in accordance with Article 230-5 of the *Standard Specifications* may be used in lieu of weighing material in trucks.

The contract unit prices for *Select Granular Material* and *Borrow Excavation* as described above will be full compensation for furnishing, hauling, handling, placing, compacting and maintaining select granular material.

Payment will be made under:

Pay Item	**Pay Unit**
Select Granular Material	Cubic Yard

PIPE TESTING:

4-17-07 SP3R33

Revise the *2006 Standard Specifications* as follows:

Page 3-3, Article 300-6, add the following:

The Department reserves the right to perform forensic testing on any installed pipe.

PIPE INSTALLATION AND PIPE CULVERTS:
(1-19-10) SP3R40 B

Revise the *Standard Specifications* as follows:

Replace Section 300 and Section 310 with the following:

SECTION 300

PIPE INSTALLATION

300-1 DESCRIPTION

Excavate, undercut, provide material, condition foundation, lay pipe, joint and couple pipe sections, and furnish and place all backfill material as necessary to install the various types of pipe culverts and fittings required to complete the project.

Install pipe in accordance with the detail in the plans.

Do not waste excavation unless permitted. Use suitable excavated material as backfill; or in the formation of embankments, subgrades, and shoulders; or as otherwise directed. Furnish disposal areas for the unsuitable material. The Engineer will identify excavated materials that are unsuitable.

Where traffic is to be maintained, install pipe in sections so that half the width of the roadway is available to traffic.

300-2 MATERIALS

Refer to Division 10:

Item	Section
Flowable Fill	1000
Select Materials	1016
Joint Materials	1032-9(G)
Engineering Fabric	1056-1

Provide foundation conditioning material meeting the requirements of Article 1016-3 for Class V or VI as shown in the contract documents.

Provide bedding material meeting the requirements of Article 1016-3 for Class II (Type 1 only) or Class III as shown in contract documents.

Provide backfill material meeting the requirements of Article 1016-3 for Class II (Type 1 only) or Class III material as shown in the contract documents.

Do not use corrugated steel pipe in the following counties:

Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Gates, Hertford, Hyde, Jones, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, and Washington.

300-3 UNLOADING AND HANDLING

Unload and handle pipe with reasonable care. Do not roll or drag metal pipe or plates over gravel or rock during handling. Take necessary precautions to ensure the method used in lifting or placing the pipe does not induce stress fatigue in the pipe. Use a lifting device that uniformly distributes the weight of the pipe along its axis or circumference. Repair minor damage to pipe when permitted. Remove pipe from the project that is severely damaged or is rejected as being unfit for use. Undamaged portions of a joint or section may be used where partial lengths are required.

300-4 PREPARATION OF PIPE FOUNDATION

Prepare the pipe foundation in accordance with the applicable method as shown in the contract documents, true to line and grade, and uniformly firm.

Camber invert grade an amount sufficient to prevent the development of sag or back slope in the flow line. The Contractor shall determine the amount of camber required and submit to the Engineer for approval.

Where material is found to be of poor supporting value or of rock and when the Engineer cannot make adjustment in the location of the pipe, undercut existing foundation material within the limits established on the plans. Backfill the undercut with foundation conditioning material, Class V or VI select material. Encapsulate the foundation conditioning material with Type 4 engineering fabric prior to placing bedding material. Overlap all transverse and longitudinal joints in the fabric at least 18 inches.

Maintain the pipe foundation in a dry condition.

300-5 INVERT ELEVATIONS

The proposed pipe culvert invert elevations shown on the Drainage Summary Sheets are based upon information available when the plans were prepared. If proposed invert elevations are adjusted during construction based upon actual conditions encountered, no claim for an extension of time for any reason resulting from this information will be allowed.

When a pipe culvert is to be installed in a trench and the average actual elevation of the pipe between drainage structures deviates from the average proposed elevation shown on the Drainage Summary Sheets by more than one foot a pay adjustment will be made as follows:

$$\text{Pay Adjustment (per linear foot)} = [(\text{APE}-\text{AAE}) \pm 1 \text{ foot}] \ (0.15 \times \text{CUP})$$

Where: CUP = Contract Unit Price of Pipe Culvert

AAE = Average Actual Elevation $\dfrac{(\text{Actual Inlet elev.} + \text{Actual Outlet elev.})}{2}$

APE = Average Plan Elevation $\dfrac{(\text{Plan Inlet elev.} + \text{Plan Outlet elev.})}{2}$

When the actual location of a pipe culvert is changed from the location shown on the plans, the Engineer will make a pay adjustment deemed warranted based upon the relation of the pipe culvert as shown on the plans to the finished roadway and the relation of the pipe culvert as constructed to the finished roadway.

The top elevation column on the drainage summary sheet indicates the flow elevation at the top of structures intended to collect surface water.

The top elevation column on drainage structures not intended to collect surface water indicates the elevation at the top of the cover.

300 -6 LAYING PIPE

The Department reserves the right to perform forensic testing on any installed pipe.

(A) Rigid Pipe

Concrete and welded steel pipe will be considered rigid pipe. Lay pipe on prepared foundation, bell or groove end upgrade with the spigot or tongue fully inserted. Check each joint for alignment and grade as the work proceeds.

Use flexible plastic joint material except when material of another type is specified in the contract documents. Joint material of another type may be used when permitted.

Repair lift holes in concrete pipe, if present. Thoroughly clean and soak the lift hole and completely fill the void with an approved non-shrink gout. Submit alternate details for repairing lift holes to the engineer for review and approval.

For all pipes 42 inches in diameter and larger, wrap filter fabric around all pipe joints. Use Type 2 Class B fabric. Extend fabric at least 12 inches beyond each side of the joint. Secure the filter fabric against the outside of the pipe by methods approved by the Engineer.

(B) Flexible Pipe (Except Structural Plate Pipe)

Corrugated steel, corrugated aluminum, corrugated polyethylene (HDPE), and polyvinylchloride (PVC) pipe will be considered flexible pipe. Place flexible pipe carefully on the prepared foundation starting at the downstream end with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points.

Handle coated corrugated steel pipe with special care to avoid damage to coatings.

Join pipe sections with coupling band, fully bolted and properly sealed. Provide coupling bands for annular and helical corrugated metal pipe with circumferential and longitudinal strength sufficient to preserve the alignment, prevent separation of the sections, and prevent backfill infiltration. Match-mark all pipe 60 inches or larger in diameter at the plant for proper installation on the project.

At locations indicated in the plans, corrugated steel pipe sections shall be jointed together with rod and lug coupling bands, fully bolted. Sleeve gaskets shall be used in conjunction with rod and lug couplings and the joints properly sealed. Coupling bands shall provide circumferential and longitudinal strength sufficient to preserve the alignment, prevent separation of the sections and prevent infiltration of backfill material.

300-7 BEDDING AND BACKFILLING

Loosely place bedding material, in a uniform layer, a depth equal to the inside diameter of the pipe divided by 6 or 6 inches, whichever is greater. Leave bedding material directly beneath the pipe uncompacted and allow pipe seating and backfill to accomplish compaction. Excavate recesses to receive the bells where bells and spigot type pipe is used.

Place fill around the pipe in accordance with the applicable method shown on the plans in layers not to exceed 6 inches loose unless otherwise permitted. Compact to the density required by Subarticle 235-4(C). Approval of the backfill material is required prior to its use. Use select material as shown in the contract documents.

Take care during backfill and compaction operations to maintain alignment and prevent damage to the joints. Keep backfill free from stones, frozen lumps, chunks of highly plastic clay, or other objectionable material.

Grade and maintain all pipe backfill areas in such a condition that erosion or saturation will not damage the pipe foundation or backfill.

Excavatable flowable fill may be used for backfill when approved by the Engineer. When using excavatable flowable fill, ensure that the pipe is not displaced and does not float during backfill. Submit methods for supporting the pipe and material placement to the Engineer for review and approval.

Do not operate heavy equipment over any pipe until it has been properly backfilled with a minimum 3 feet of cover. Place, maintain, and finally remove the required cover that is above the proposed finished grade at no cost to the Department. Remove and replace, at no cost to the Department, pipe that becomes misaligned, shows excessive settlement, or has been otherwise damaged by the Contractor's operations.

300-8 INSPECTION AND MAINTENANCE

Prior to final acceptance, the Engineer will perform random video camera and or mandrel inspections to ensure proper jointing and that deformations do not exceed allowable limits. Replace pipes having cracks greater than 0.1 inches or deflections greater than 7.5 percent. Repair or replace pipes with cracks greater than 0.01 inches, exhibiting displacement across a crack, exhibiting bulges, creases, tears, spalls, or delamination. Maintain all pipe installations in a condition such that they will function continuously from the time the pipe is installed until the project is accepted.

300-9 MEASUREMENT AND PAYMENT

General

No measurement will be made of any work covered by this section except as listed below. Removal and disposal of existing pavement is a part of the excavation for the new pipe culvert installation. Repair of the pavement will be made in accordance with Section 654.

Foundation Conditioning

Using Local Material

Undercut excavation is all excavation removed by undercutting below the bottom of the trench as staked. *Undercut Excavation* will be measured as the actual number of cubic yards of undercut excavation, measured in its original position and computed by the average end area method, that has been removed as called for in the contract and will be paid for at double the contract unit price for *Unclassified Excavation* as provided in Article 225-7.

Local material used for conditioning the foundation will be measured and paid for in accordance with Article 225-7 for *Unclassified Excavation* or in accordance with Article 230-5 for *Borrow Excavation* depending on the source of the material.

Local material used to replace pipe undercut excavation will be measured and paid for in accordance with Article 225-7 or Article 230-5.

Using Other Than Local Material

No measurement and payment will be made for *Undercut Excavation.* The material used to replace pipe undercut excavation will be classified as foundation conditioning material.

Foundation Conditioning Material, Minor Structures will be measured and paid for as the actual number of tons of this material weighed in trucks on certified platform scales or other certified weighing devices.

No direct payment will be paid for undercut excavation. Payment at the contract unit price for *Foundation Conditioning Material, Minor Structures* will be full compensation for all work of pipe undercut excavation.

Foundation Conditioning Fabric

Foundation Conditioning Fabric will be measured and paid for in square yards. The measurement will be based on the theoretical calculation using length of pipe installed and two times the standard trench width. No separate measurement will be made for overlapping fabric or the vertical fabric dimensions required to encapsulate the foundation conditioning material.

Bedding and Backfill - Select Material

No measurement will be made for select bedding and backfill material required in the contract documents. The select bedding and backfill material will be included in the cost of the installed pipe.

Where unclassified excavation or borrow material meets the requirements for select bedding and backfill and is approved for use by the Engineer, no deductions will be made to these pay items to account for use in the pipe installation.

Payment will be made under:

Pay Item	**Pay Unit**
Foundation Conditioning Material, Minor Structures	Ton
Foundation Conditioning Fabric	Square Yard

SECTION 310

PIPE CULVERTS

310-1 DESCRIPTION

Furnish and install drainage pipe at locations and size called for in the contract documents. The work includes construction of joints and connections to other pipes, endwalls, and drainage structures.

310-2 MATERIALS

Refer to Division 10:

Item	Section
Plain Concrete Pipe Culvert	1032-9(B)
Reinforced Concrete Pipe Culvert	1032-9(C)
Precast Concrete Pipe End Sections	1032-9(D)
Concrete Pipe Tees and Elbows	1032-9(E)
Corrugated Aluminum Alloy Pipe Culvert	1032-2(A)
Corrugated Aluminum Alloy Pipe Tees and Elbows	1032-2(B)
Corrugated Steel Culvert Pipe and Pipe Arch	1032-3(A)
Prefabricated Corrugated Steel Pipe End Sections	1032-3(B)
Corrugated Steel Pipe Tees and Elbows	1032-3(C)
Corrugated Steel Eccentric Reducers	1032-3(D)
HDPE Smooth Lined Corrugated Plastic Pipe	1032-10B
Polyvinylchloride (PVC) Pipe	1032-11(B)

Suppliers that provide metal pipe culverts, fittings, and all other accessories covered by this section shall meet the requirements of the Department's Brand Certification program for metal pipe culverts, and be listed on the Department's pre-approved list for suppliers of metal pipe culvert.

Do not use corrugated steel pipe in the following counties:

Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Gates, Hertford, Hyde, Jones, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, and Washington.

310-3 PIPE INSTALLATION

Install pipe, pipe tees, and elbows in accordance with Section 300.

310-4 SIDE DRAIN PIPE

Side drain pipe is defined as storm drain pipe running parallel to the roadway to include pipe in medians, outside ditches, driveways, and under shoulder berm gutter along outside shoulders greater than 4 feet wide.

Where shown in the plans, side drain pipe may be class II reinforced concrete pipe, aluminized corrugated steel pipe, corrugated aluminum alloy pipe, HDPE pipe, or PVC pipe. Corrugated steel pipe is restricted in the counties listed in Article 310-2. Install side drain pipe in accordance to Section 300. Cover for side drain pipe shall be at least one foot.

310-5 PIPE END SECTIONS

Choose which material to use for the required end sections. Both corrugated steel and concrete pipe end sections will work on concrete pipe, corrugated steel pipe, and HDPE smooth lined corrugated plastic pipe.

310-6 MEASUREMENT AND PAYMENT

Pipe will be measured and paid for as the actual number of linear feet of pipe that has been incorporated into the completed and accepted work. Measurement of pipe will be made by counting the number of joints used and multiplying by the length of the joint to obtain the number of linear feet of pipe installed and accepted. Measurements of partial joints will be made along the longest length of the partial joint to the nearest 0.1 of a foot. Select bedding and backfill material will be included in the cost of the installed pipe.

Pipe end sections, tees, elbows, and eccentric reducers will be measured and paid for as the actual number of each of these items that have been incorporated into the completed and accepted work.

Payment will be made under:

Pay Item	**Pay Unit**
__" R.C. Pipe Culverts, Class ____.	Linear Feet
__" x __" x __" R.C. Pipe Tees, Class____	Each
__" R.C. Pipe Elbows, Class ____.	Each
__" C.A.A. Pipe Culvert, __" Thick	Linear Feet
__" x __" x__" C.A.A. Pipe Tees, __" Thick	Each
__" C.A.A. Pipe Elbows, __" Thick	Each
__" C.S. Pipe Culverts, __" Thick	Linear Feet
__" x __" C.S. Pipe Arch Culverts, __" Thick	Linear Feet
__ x __" x__" C.S. Pipe Tees, __" Thick	Each

__" C.S. Pipe Elbows, __" Thick	Each
__" x __" C.S. Eccentric Reducers, __" Thick	Each
__" HDPE Pipe	Linear Feet
___" PVC Pipe	Linear Feet
__" Side Drain Pipe	Linear Foot
__" Pipe End Section	Each

BRIDGE APPROACH FILL – SUB REGIONAL TIER:

(9-16-08) SP4R02

Description

This work consists of all work necessary to construct bridge approach fills in accordance with these provisions and the plans, and as directed by the Engineer.

Materials

(A) Fabric

Refer to Section 1056 for Type 1 Engineering Fabric and the following:

Use a non-woven fabric consisting of strong rot-proof synthetic fibers such as polypropylene, polyethylene, or polyester formed into a stable network such that the filaments or yarns retain their relative positions to each other.

Lamination of fabric sheets to produce the physical requirements of a fabric layer will not be accepted. Furnish letters of certification from the manufacturer with each shipment of the fabric attesting that the material meets the requirements of this provision; however, the material is subject to inspection, test, or rejection by the Engineer at any time.

During all periods of shipment and storage, wrap the fabric in a heavy-duty protective covering to protect the material from ultraviolet rays. After the protective wrapping has been removed, do not leave the material uncovered under any circumstances for longer than 4 days.

(B) Stone Backfill

Provide # 78M aggregate material meeting the requirements of Section 1005 of the *Standard Specifications*.

(C) 4 inch Diameter Corrugated Drainage Pipe and Fittings

Provide pipe and fittings that meet all the applicable requirements of Section 815 or 816 of the *Standard Specifications*.

Construction Methods

Place the fabric as shown on the plans or as directed by the Engineer. Perform the excavation for the fabric fill to the limits shown on the plans. Provide an excavated surface free of obstructions, debris, pockets, stumps, and cleared of all vegetation. The fabric will be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation, handling or storage. Lay the fabric smooth, and free from tension, stress, folds, wrinkles or creases.

Deposit and spread stone material in successive, uniform, approximately horizontal layers of not more than 10 inches in depth, loose measurement, for the full width of the cross section, and keep each layer approximately level. Place and compact each layer of select material fill no more than 10 inches thick with low ground pressure equipment. Use hand operated equipment to compact the fill material within three feet of the backwall and wingwalls as directed by the Engineer. Compact stone material to the satisfaction of the Engineer. No equipment will be allowed to operate on the drainage pipe or any fabric layer until it is covered with at least six inches of fill material. Compaction shall not damage the drainage pipe or fabric under the fill. Cover the fabric with a layer of fill material within four days after placement of the fabric. Fabric that is damaged as a result of installation will be replaced as directed by the Department at no additional cost.

Place the fabric on the ground, and attach and secure it tightly to the vertical face of the backwall and wingwalls with adhesives, duct-tape, nails or any other method approved by the Engineer.

Place four inch diameter perforated drainage pipe along the base of the backwall and sloped to drain as shown on the plans. Install a pipe sleeve through the bottom of or under the wing wall prior to placing concrete for the wing wall. The pipe sleeve shall be of adequate strength to withstand the wingwall load. Place the pipe sleeve in position to allow the drainage pipe to go through the wing wall with a proper slope. Connect four-inch diameter nonperforated (plain) drainage pipe with a coupling to the perforated pipe near the inside face of the wingwall. Place the nonperforated drainage pipe through the pipe sleeve, extend down to the toe of the slope and connect, to a ditch or other drainage systems as directed by the Engineer. For bridge approaches in cut sections where no side slope is available, direct the drainage pipe outlet to the end slope down to the toe using elbows as directed by the Engineer.

Measurement and Payment

Bridge Approach Fill – Sub Regional Tier, Station _____ will be paid for at the contract lump sum price. Such price and payment will be full compensation for both approach fills at each bridge installation, including but not limited to furnishing, placing and compacting stone material, furnishing and placing fabric, furnishing and placing pipe sleeve and drainage pipe, furnishing and installing concrete pads at the end of outlet pipes, excavation and all material, labor, tools and equipment necessary to complete the work.

Payment will be made under:

Pay Item	**Pay Unit**
Bridge Approach Fill – Sub Regional Tier, Station ____	Lump Sum

ASPHALT PAVEMENTS - SUPERPAVE:

(7-18-06)(Rev 10-20-09) SP6R01

Revise the *2006 Standard Specifications* as follows:

Page 6-2, Article 600-9 Measurement and Payment, delete the second paragraph.

Page 6-12, Subarticle 609-5(C)2, Required Sampling and Testing Frequencies, first partial paragraph at the top of the page, delete last sentence and add the following:

If the Engineer allows the mix to remain in place, payment will be made in accordance with Article 105-3.

Page 6-12, Subarticle 609-5(C)2, QUALITY CONTROL MINIMUM SAMPLING AND TESTING SCHEDULE

First paragraph, delete and replace with the following.

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

Second paragraph, delete the fourth sentence, and replace with the following

When daily production of each mix design exceeds 100 tons and a regularly scheduled full test series random sample location for that mix design does not occur during that day's production, perform at least one partial test series consisting of Items A and B in the schedule below.

Page 6-12, Subarticle 609-5(C)2(c) Maximum Specific Gravity, add after (AASHTO T 209):

or ASTM D 2041

Page 6-13, last line and on page and Page 6-14, Subarticle 609-5(C)(2)(e) Tensile Strength Ratio (TSR), add a heading before the first paragraph as follows:

(i) Option 1

Insert the following immediately after the first paragraph:

(ii) Option 2

Mix sampled from truck at plant with one set of specimens prepared by the Contractor and then tested jointly by QA and QC at a mutually agreed upon lab site within the first 7 calendar days after beginning production of each new mix design.

Second paragraph, delete and replace with the following:

Test all TSR specimens required by either option noted above on either a recording test press or a test press that maintains the peak load reading after the specimen has broken.

Subarticle 609-5(C)(3) Control Charts, delete the second sentence of the first paragraph and replace with the following:

For mix incorporated into the project, record full test series data from all regularly scheduled random samples or directed samples that replace regularly scheduled random samples, on control charts the same day the test results are obtained.

Page 6-15, Subarticle 609-5(C)(3) Control Charts, first paragraph on this page, delete the last sentence and substitute the following:

Denote the moving average control limits with a dash green line and the individual test limits with a dash red line.

Subarticle 609-5(C)(3)(a), (b) and (c), replace (a) (b) and (c) with the following:

(a) A change in the binder percentage, aggregate blend, or G_{mm} is made on the JMF, or,

(b) When the Contractor elects to stop or is required to stop production after one or two moving average values, respectively, fall outside the moving average limits as outlined in subarticle 609-5(C)6 or,

(c) If failure to stop production after two consecutive moving averages exceed the moving average limits occurs, but production does stop at a subsequent time, re-establish a new moving average beginning at the actual production stop point.

Subarticle 609-5(C)(4) Control Limits, replace the first paragraph and the CONTROL LIMITS Table on page 6-16 with the following.

The following are established as control limits for mix production. Apply the individual limits to the individual test results. Control limits for the moving average limits are based on a moving average of the last 4 data points. Apply all control limits to the applicable target source.

CONTROL LIMITS

Mix Control Criteria	Target Source	Moving Average Limit	Individual Limit
2.36 mm Sieve	JMF	±4.0 %	±8.0 %
0.075mm Sieve	JMF	±1.5 %	±2.5 %
Binder Content	JMF	±0.3 %	±0.7 %
VTM @ N_{des}	JMF	±1.0 %	±2.0 %
VMA @ N_{des}	Min. Spec. Limit	Min Spec. Limit	-1.0%
$P_{0.075}$/ P_{be} Ratio	1.0	±0.4	±0.8
$\%G_{mm}$ @ N_{ini}	Max. Spec. Limit	N/A	+2.0%
TSR	Min. Spec. Limit	N/A	- 15%

Page 6-16, Subarticle 609-5(C)(5) Warning Bands, delete this subarticle in its entirety.

Pages 6-16 through 6-19, Subarticle 609-5(C)(6), delete the word "warning" and substitute the words "moving average".

Page 6-16, Subarticle 609-5(C)(6) Corrective Actions, first paragraph, first sentence, delete and replace with the following:

Immediately notify the Engineer when moving averages exceed the moving average limits.

Page 6-17, third full paragraph, delete and replace with the following:

Failure to stop production when required due to an individual mix test not meeting the specified requirements will subject all mix from the stop point tonnage to the point when the next individual test is back on or within the moving average limits, or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable.

Sixth full paragraph, delete the first, second, and third sentence and replace with the following:

Immediately notify the Engineer when any moving average value exceeds the moving average limit. If two consecutive moving average values for any one of the mix control criteria fall outside the moving average limits, cease production of that mix, immediately notify the Engineer of the stoppage, and make adjustments. The Contractor may elect to stop production after only one moving average value falls outside the moving average limits.

Page 6-18, Subarticle 609-5(C)(6) Corrective Actions second full paragraph, delete and replace with the following:

If the process adjustment improves the property in question such that the moving average after four additional tests is on or within the moving average limits, the Contractor may continue production with no reduction in payment

Page 6-18, delete the third and fourth full paragraphs, including the Table for Payment for Mix Produced in the Warning Bands and substitute the following:

If the adjustment does not improve the property in question such that the moving average after four additional individual tests is outside the moving average limits, the mix will be evaluated for acceptance in accordance with Article 105-3. Reduced payment for or removal of the mix in question will be applied starting from the plant sample tonnage at the stop point to the sample tonnage when the moving average is on or within the moving average limits. In addition, any mix that is obviously unacceptable will be rejected for use in the work.

Page 6-19, First paragraph, delete and replace with the following:

Failure to stop production and make adjustments when required due to two consecutive moving average values falling outside the moving average limits will subject all mix produced from the stop point tonnage to the tonnage point when the moving average is back on or within the moving average limits or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable. Remove this material and replaced with materials that comply with the Specifications at no additional costs to the Department, unless otherwise approved. Payment will be made for the actual quantities of materials required to replace the removed quantities, not to exceed the original amounts.

Page 6-20, Subarticle 609-5(D)(1) General, delete the third full paragraph, and replace with the following:

Perform the sampling and testing at the minimum test frequencies as specified above. Should the density testing frequency fail to meet the minimum frequency as specified above, all mix without the required density test representation will be considered unsatisfactory. If the Engineer allows the mix to remain in place, payment will be made in accordance with Article 105-3.

Page 6-22, Subarticle 609-5(D)(4) Nuclear Gauge Density Procedures, third paragraph, insert the following as the second sentence:

Determine the Daily Standard Count in the presence of the QA Roadway Technician or QA Nuclear Gauge Technician on days when a control strip is being placed.

Page 6-23, Subarticle 609-5(D)(5) Limited Production Procedure, delete the first paragraph including (a), (b), (c) and substitute the following:

Proceed on limited production when, for the same mix type and on the same contract, one of the following conditions occur (except as noted in the first paragraph below).

(a) Two consecutive failing lots, except on resurfacing*
(b) Three consecutive failing lots on resurfacing*
(c) Two consecutive failing nuclear control strips.

* Resurfacing is defined as the first new uniform layer placed on an existing pavement.

Page 6-25, Article 609-6 Quality Assurance, Density Quality Assurance, insert the following items after item (E):

(F) By retesting Quality Control core samples from control strips (either core or nuclear) at a frequency of 100% of the frequency required of the Contractor;

(G) By observing the Contractor perform all standard counts of the Quality Control nuclear gauge prior to usage each nuclear density testing day; or

(H) By any combination of the above

Page 6-28, Subarticle 610-3(A) Mix Design-General, delete the fourth and fifth paragraphs and replace with the following:

Reclaimed Asphalt Pavement (RAP) or Reclaimed Asphalt Shingles (RAS) may be incorporated into asphalt plant mixes in accordance with Article 1012-1 and the following applicable requirements.

Reclaimed asphalt pavement (RAP) may constitute up to 50% of the total material used in recycled mixtures, except for mix Type S 12.5D, Type S 9.5D, and mixtures containing reclaimed asphalt shingle material (RAS). Reclaimed asphalt shingle (RAS) material may constitute up to 6% by weight of total mixture for any mix. When both RAP and RAS are used, do not use a combined percentage of RAS and RAP greater than 20% by weight of total mixture, unless otherwise approved. When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 20% but not more than 30% of the total binder in the completed mix, the virgin binder PG grade shall be one grade below (both high and low temperature grade) the binder grade specified in Table 610-2 for the mix type, unless otherwise approved. When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 30% of the total binder in the completed mix, the Engineer will establish and approve the virgin binder PG grade.

Use approved methods to determine if any binder grade adjustments are necessary to achieve the performance grade for the specified mix type.

For Type S 12.5D and Type S 9.5D mixes, the maximum percentage of reclaimed asphalt material is limited to 20% and shall be produced using virgin asphalt binder grade PG 76-22. For all other recycled mix types, the virgin binder PG grade shall be as specified in Table 610-2A for the specified mix type.

When the percentage of RAP is greater than 20% but not more than 30% of the total mixture, use RAP meeting the requirements for processed or fractionated RAP in accordance with the requirements of Section 1012-1.

When the percentage of RAP is greater than 30% of the total mixture, use an approved stockpile of RAP in accordance with Section 1012-1(C). Use approved test methods to determine if any binder grade adjustments are necessary to achieve the performance grade for the specified mix type. The Engineer will establish and approve the virgin asphalt binder grade to be used.

Page 6-34, Subarticle 610-3(C),

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

TABLE 610-2
SUPERPAVE MIX DESIGN CRITERIA

Mix Type	Design ESALs Millions (a)	Binder PG Grade (b)	Compaction Levels No. Gyrations @		Max. Rut Depth (mm)	Volumetric Properties (c)			
			N_{ini}	N_{des}		VMA % Min.	VTM %	VFA Min. - Max.	$\%G_{mm}$ @ N_{ini}
S-4.75A(e)	< 0.3	64 -22	6	50	-----	20.0	7.0 - 15.0	-----	-----
SF-9.5A	< 0.3	64 -22	6	50	11.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S-9.5B	0.3 - 3	64 -22	7	65	9.5	15.5	3.0 - 5.0	65 - 80	≤ 90.5
S-9.5C	3 - 30	70 -22	7	75	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S-9.5D	> 30	76 -22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
S-12.5C	3 - 30	70 -22	7	75	6.5	14.5	3.0 - 5.0	65 - 78	≤ 90.5
S-12.5D	> 30	76 -22	8	100	4.5	14.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0B	< 3	64 -22	7	65	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.5
I-19.0C	3 - 30	64 -22	7	75	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0D	> 30	70 -22	8	100	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
B-25.0B	< 3	64 -22	7	65	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.5

B-25.0C	> 3	64 -22	7	75	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.0
All Mix Types	**Design Parameter** 1. Dust to Binder Ratio ($P_{0.075}$ / P_{be}) 2. Retained Tensile Strength (TSR) (AASHTO T283 Modified)					**Design Criteria** 0.6 – 1.4 85% Min. **(d)**			

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) AASHTO T 283 Modified (No Freeze-Thaw cycle required). TSR for Type S 4.75A, Type B 25.0B, and Type B 25.0C mixes is 80% minimum.
(e) Mix Design Criteria for Type S 4.75A may be modified subject to the approval of the Engineer.

Page 6-34, Insert the following immediately after Table 610-2:

TABLE 610-2A

SUPERPAVE MIX DESIGN CRITERIA

	Percentage of RAP in Mix		
	Category 1	Category 2	Category 3
Mix Type	% RAP ≤20%	20.1% ≤ %RAP ≤ 30.0%	%RAP > 30.0%
All A and B Level Mixes, I19.0C, B25.0C	PG 64 -22	PG 64 -22	TBD
S9.5C, S12.5C, I19.0D	PG 70 -22	PG 64-22	TBD
S 9.5D and S12.5D	PG 76-22	N/A	N/A

Note: (1) Category 1 RAP has been processed to a maximum size of 2 inches.
(2) Category 2 RAP has been processed to a maximum size of 1 inch by either crushing and or screening to reduce variability in the gradations.
(3) Category 3 RAP has been processed to a maximum size of 1 inch, fractionating the RAP into 2 or more sized stockpiles

Page 6-35, Table 610-3 delete and replace with the following:

TABLE 610-3
ASPHALT PLACEMENT- MINIMUM TEMPERATURE REQUIREMENTS

Asphalt Concrete Mix Type	Minimum Air Temperature	Minimum Surface Temperature
ACBC, Type B 25.0B, C, B 37.5C	35°F	35°F
ACIC, Type I 19.0B, C, D	35°F	35°F
ACSC, Type S 4.75A, SF 9.5A, S 9.5B	40°F	50°F*
ACSC, Type S 9.5C, S 12.5C	45°F	50°F
ACSC, Type S 9.5D, S 12.5D	50°F	50°F

* 35°F if surface is soil or aggregate base for secondary road construction.

Page 6-44, Article 610-8 Spreading and Finishing, third full paragraph, replace the first sentence with the following:

Use the 30 foot minimum length mobile grade reference system or the non-contacting laser or sonar type ski *with at least four referencing stations mounted on the paver at a minimum length of 24 feet* to control the longitudinal profile when placing the initial lanes and all adjacent lanes of all layers, including resurfacing and asphalt in-lays, unless otherwise specified or approved.

Page 6-50, Article 610-13 Density Acceptance, delete the second paragraph and replace with the following:

As an exception, when the first layer of mix is a surface course and is being placed directly on an unprimed aggregate or soil base, the layer will be included in the "Other" construction category.

Page 6-50, Article 610-13 Density Acceptance, delete the formula and description in the middle of the page and replace with the following:,

$$PF = 100 - 10(D)^{1.465}$$

where:
PF = Pay Factor (computed to 0.1%)
D = the deficiency of the lot average density, not to exceed 2.0%

Page 6-53, Article 620-4 Measurement and Payment:

Sixth paragraph, delete the last sentence.

Seventh paragraph, delete the paragraph and replace with the following:

The adjusted contract unit price will then be applied to the theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved, except that where recycled plant mix is used, the adjusted unit price will be applied only to the theoretical number of tons of additional asphalt binder materials required by the job mix formula.

Page 6-54, Article 620-4 Measurement and Payment, add the following pay item:

Pay Item	**Pay Unit**
Asphalt Binder for Plant Mix, Grade PG 70-28	Ton

Page 6-69, Table 660-1 Material Application Rates and Temperatures, add the following:

Type of Coat	**Grade of Asphalt**	**Asphalt Rate gal/yd^2**	**Application Temperature °F**	**Aggregate Size**	**Aggregate Rate lb./sq. yd. Total**
Sand Seal	CRS-2 or CRS-2P	0.22-0.30	150-175	Blotting Sand	12-15

Page 6-75, Subarticle 660-9(B), add the following as sub-item (5)

(5) Sand Seal

Place the fully required amount of asphalt material in one application and immediately cover with the seal coat aggregate. Uniformly spread the fully required amount of aggregate in one application and correct all non-uniform areas prior to rolling.

Immediately after the aggregate has been uniformly spread, perform rolling.

When directed, broom excess aggregate material from the surface of the seal coat.

When the sand seal is to be constructed for temporary sealing purposes only and will not be used by traffic, other grades of asphalt material meeting the requirements of Articles 1020-6 and 1020-7 may be used in lieu of the grade of asphalt required by Table 660-1 when approved.

Page 6-76, Article 661-1 Description, add the following as the 2nd paragraph:

Provide and conduct the quality control and required testing for acceptance of the UBWC in accordance with "Quality Management System for Asphalt Pavements (OGAFC, PADL, and Ultra-Thin HMA Version)", included in the contract.

Page 6-80, Subarticle 661-3(A) Equipment, add the following as the first paragraph:

Use asphalt mixing plants in accordance with Article 610-5.

Page 10-41, Table 1012-1, delete the last row of entries for OGAFC and add the following:

Mix Type	Coarse Aggregate Angularity [b] ASTM D5821	Fine Aggregate Angularity % Minimum AASHTO T304 Method A	Sand Equivalent % Minimum AASHTO T176	Flat & Elongated 5:1 Ratio % Maximum ASTM D4791 Section 8.4
S 9.5 D	100/100	45	50	10
OGAFC	100/100	N/A	N/A	10
UBWC	100/85	40	45	10

Delete Note (c) under the Table 1012-1 and replace with the following:

(c) Does not apply to Mix Types SF 9.5A and S 9.5B.

Page 10-43, Subarticle 1012-1(F): Reclaimed Asphalt Shingle Material (RAS), insert the following immediately following the first paragraph:

(1) Mix Design RAS

Incorporate RAS from stockpiles that have been tested for uniformity of gradation and binder content prior to use in an asphalt mix design.

(2) Mix Production RAS

New Source RAS is defined as acceptable material which was not included in the stockpile when samples were taken for mix design purposes. Process new source RAS so that all materials will pass a 1/2" sieve prior to introduction into the plant mixer unit.

After a stockpile of processed RAS has been sampled and mix designs made from these samples, do not add new source RAS to the original stockpile without prior field testing to insure gradation and binder uniformity. Sample and test new source RAS before blending with the existing stockpile.

Store new source RAS in a separate stockpile until the material can be sampled and tested for comparison with the original recycled mix design data. New source RAS may also be placed against the existing stockpile in a linear manner provided it is sampled for mix design conformity prior to its use in the recycled mix.

RAS contamination including but not limited to excessive dirt, debris, clean stone, concrete will not be allowed.

Field approval of new source RAS will be based on the table below and volumetric mix properties on the mix with the new source RAS included. Provided these tolerances are met, volumetric properties of the new mix will then be performed. If all volumetric mix properties meet the mix design criteria for that mix type, the new source RAS may continue to be used.

If the gradation, binder content, or any of the volumetric mix properties are not within the allowable tolerances of the table below, do not use the new source RAS unless approved by the Engineer. The Contractor may elect to either not use the stockpile, to request an adjustment to the JMF, or to redesign the mix.

NEW SOURCE RAS GRADATION and BINDER TOLERANCES
(Apply Tolerances to Mix Design Data)

0-6% RAS

P_b %	±1.6%
Sieve Size (mm)	Tolerance
9.5	±1
4.75	±5
2.36	±4
1.18	±4
0.300	±4
0.150	±4
0.075	±2.0

Page 10-43 through 10-45, Subarticle 1012-1(G), delete this in its entirety and replace with the following:

(G) Reclaimed Asphalt Pavement (RAP)

(1) Mix Design RAP

Incorporate RAP from stockpiles or other sources that have been tested for uniformity of gradation and binder content prior to use in an asphalt mix design. Use reclaimed asphalt pavement that meets all requirements specified for *one of* the following *two* classifications.

(a) Millings

Existing reclaimed asphalt pavement (RAP) that is removed from its original location by a milling process as specified in Section 607. Millings should be such that it has a uniform gradation and binder

content and all materials will pass a 2" sieve prior to introduction into the plant mixer unit.

(b) Processed RAP

RAP that is processed in some manner (possibly by crushing and/or use of a blending method) to produce a uniform gradation and binder content in the RAP prior to use in a recycled mix. Process RAP so that all materials have a uniform gradation and binder content and will pass a 1" sieve prior to introduction into the plant mixer unit.

(c) Fractionated RAP

Fractionated RAP is defined as having two or more RAP stockpiles, where the RAP is divided into coarse and fine fractions. Grade RAP so that all materials will pass a 1" sieve. The coarse RAP stockpile shall only contain material retained on a 3/8" screen, unless otherwise approved. The fine RAP stockpile shall only contain material passing the 3/8" screen, unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8" screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse, fine, or the combination of both. Utilize a separate cold feed bin for each stockpile of fractionated RAP used.

(d) Approved Stockpiled RAP

Approved Stockpiled RAP is defined as fractionated RAP which has been isolated and tested for asphalt content, gradation, and asphalt binder characteristics with the intent to be used in mix designs with greater than 30% RAP materials. Fractionate the RAP in accordance with Section 1012-1(G)(c). Utilize a separate cold feed bin for each approved stockpile of RAP used.

Perform extraction tests at a rate of 1 per 1000 tons of RAP, with a minimum of 5 tests per stockpile to determine the asphalt content and gradation. Separate stockpiles of RAP material by fine and coarse fractions. Erect and maintain a sign satisfactory to the Engineer on each stockpile to identify the material. Assure that no deleterious material is allowed in any stockpile. The Engineer may reject by visual inspection any stockpiles that are not kept clean, separated, and free of foreign materials.

Submit requests for RAP stockpile approval to the Engineer with the following information at the time of the request:

(1) Approximate tons of materials in stockpile
(2) Name or Identification number for the stockpile
(3) Asphalt binder content and gradation test results
(4) Asphalt characteristics of the Stockpile.

For the Stockpiled RAP to be considered for approval, the gradation and asphalt content shall be uniform. Individual test results, when compared to the target, will be accepted if within the tolerances listed below:

APPROVED STOCKPILED RAP GRADATION and BINDER TOLERANCES
(Apply Tolerances to Mix Design Data)

P_b %	±0.3%
Sieve Size (mm)	Percent Passing
25.0	±5%
19.0	±5%
12.5	±5%
9.5	±5%
4.75	±5%
2.36	±4%
1.18	±4%
0.300	±4%
0.150	±4%
0.075	±1.5%

Note: If more than 20% of the individual sieves are out of the gradation tolerances, or if more than 20% of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile.

Do not add additional material to any approved RAP stockpile, unless otherwise approved by the Engineer.

Maintain at the plant site a record system for all approved RAP stockpiles. Include at a minimum the following: Stockpile identification and a sketch of all stockpile areas at the plant site; all RAP test results (including asphalt content, gradation, and asphalt binder characteristics).

(2) Mix Production RAP

During mix production, use RAP that meets the criteria for one of the following categories:

(a) Mix Design RAP

RAP contained in the mix design stockpiles as described above may be used in all applicable JMFs. These stockpiles have been pretested: however, they are subject to required QC/QA testing in accordance with Subarticle 609-5(C)(2).

(b) New Source RAP

New Source RAP is defined as any acceptable material that was not included in the stockpile or other source when samples were taken for mix design purposes. Process new source RAP so that all materials have a uniform gradation and binder content and will pass a 2" sieve prior to introduction into the plant mixer unit.

After a stockpile of millings, processed RAP, or fractionated RAP has been sampled and mix designs made from these samples, do not add new source RAP to the original stockpile without prior field testing to insure gradation and binder uniformity. Sample and test new source RAP before blending with the existing stockpile.

Store new source RAP in a separate stockpile until the material can be sampled and tested for comparison with the original recycled mix design data. New source RAP may also be placed against the existing stockpile in a linear manner provided it is sampled for mix design conformity prior to its use in the recycled mix.

Unprocessed RAP is asphalt material that was not milled and/or has not been processed to obtain a uniform gradation and binder content and is not representative of the RAP used during the applicable mix design. Unprocessed RAP shall not be incorporated into any JMFs prior to processing. Different sources of unprocessed RAP may be stockpiled together provided it is generally free of contamination and will be processed prior to use in a recycled mix. RAP contamination in the form of excessive dirt, debris, clean stone, concrete, etc. will not be allowed. Incidental amounts of dirt, concrete, and clean stone may be acceptable. Unprocessed RAP may be processed and then classified as a new source RAP as described above.

Field approval of new source RAP will be based on Table 1012-2 below and volumetric mix properties on the mix with the new source RAP included. Provided the Table 1012-2 tolerances are met, volumetric properties of the new mix will then be performed. If all volumetric mix properties meet the mix design criteria for that mix type, the new source RAP may continue to be used.

If the gradation, binder content, or any of the volumetric mix properties are not within the allowable tolerances of Table 1012-2, do not use the new source RAP unless approved by the Engineer. The Contractor may elect to either not use the stockpile, to request an adjustment to the JMF, or to redesign the mix.

TABLE 1012-2
NEW SOURCE RAP GRADATION and BINDER TOLERANCES
(Apply Tolerances to Mix Design Data)

Mix Type	0-20% RAP			20^{+}-30 % RAP			30^{+} % RAP		
Sieve (mm)	Base	Inter.	Surf.	Base	Inter.	Surf.	Base	Inter.	Surf.
P_b %	± 0.7%			± 0.4%			± 0.3%		
25.0	±10	-	-	±7	-	-	±5	-	-
19.0	±10	±10	-	±7	±7	-	±5	±5	-
12.5	-	±10	±10	-	±7	±7	-	±5	±5
9.5	-	-	±10	-	-	±7	-	-	±5
4.75	±10	-	±10	±7	-	±7	±5	-	±5
2.36	±8	±8	±8	±5	±5	±5	±4	±4	±4
1.18	±8	±8	±8	±5	±5	±5	±4	±4	±4
0.300	±8	±8	±8	±5	±5	±5	±4	±4	±4
0.150	-	-	±8	-	-	±5	-	-	±4
0.075	±4	±4	±4	±2	±2	±2	±1.5	±1.5	±1.5

ASPHALT PAVER - FIXED AND MOBILE STRING LINE:
(10-21-03) SP6 R07

The Contractor's attention is directed to Article 610-8 of the *2006 Standard Specifications* dealing with automatically controlled screeds on the asphalt pavement spreaders.

A mobile string line consisting of a 30 to 40 foot long ski is required for the widening and resurfacing on this project. A fixed string line is required for the new pavement construction on this project.

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

(11-21-00) SP6 R15

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

Asphalt Concrete Base Course	Type B 25.0B	4.3%
Asphalt Concrete Intermediate Course	Type I 19.0B	4.7%
Asphalt Concrete Surface Course	Type S 9.5B	6.0%

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

ASPHALT PLANT MIXTURES:

(7-1-95) SP6 R20

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

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00) SP6 R25

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

The base price index for asphalt binder for plant mix is $506.67 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on May 1, 2010.

BORROW EXCAVATION AND SHPO DOCUMENTATION FOR BORROW/WASTE SITES:

(12-18-07) (4-15-08) SP8 R02

Revise the *2006 Standard Specifications* as follows:

Division 2 Earthwork

Page 2-16, Subarticle 230-1(D), add the words: *The Contractor specifically waives* as the first words of the sentence.

Page 2-17, Article 230-4(B) Contractor Furnished Sources, first paragraph, first sentence replace with the following:

Prior to the approval of any borrow sources developed for use on any project, obtain certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the removal of the borrow material from the borrow sources(s) will have no effect on any known district, site building, structure, or object, architectural and/or

archaeological that is included or eligible for inclusion in the National Register of Historic Places.

Division 8 Incidentals

Page 8-9, Article 802-2 General Requirements, add the following as the 1st paragraph:

Prior to the removal of any waste from any project, obtain certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the deposition of the waste material to the proposed waste area will have no effect on any known district, site building, structure, or object, architectural and/or archaeological that is included or eligible for inclusion in the National Register of Historic Places. Furnish a copy of this certification to the Engineer prior to performing any work in the proposed waste site.

Page 8-10, Article 802-2, General Requirements, 4th paragraph, add the following as the 2nd sentence:

The Department's borrow and waste site reclamation procedures for contracted projects is available on the NCDOT website and shall be used for all borrow and waste sites on this project.

GUARDRAIL ANCHOR UNITS, TYPE 350 TL-2

(10-21-08) SP8 R64

Description

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2006 Standard Specifications*, and at locations shown in the plans.

Materials

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

Guardrail anchor unit (ET-Plus) manufactured by:

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

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

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

Prior to installation the Contractor shall submit to the Engineer:

(A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 2 in accordance with Section 106-2 of the *2006 Standard Specifications*.

(B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Section 105-2 of the *2006 Standard Specifications*.

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

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Section 1088-3 of the *2006 Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

Measurement and Payment

Measurement and payment will be made in accordance with Articles 862-6 of the *2006 Standard Specifications*.

Payment will be made under:

Pay Item	**Pay Unit**
Guardrail Anchor Units, Type 350 TL-2	Each

PREFORMED SCOUR HOLE WITH LEVEL SPREADER APRON:

SP8 R105

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

Description

Construct and maintain preformed scour holes with spreader aprons at the locations shown on the plans and in accordance with the details in the plans. Work includes excavation, shaping and

maintaining the hole and apron, furnishing and placing filter fabric, rip rap (class as specified in the plans) and permanent soil reinforcement matting.

Materials

Item	**Section**
Plain Rip Rap	1042
Filter Fabric	1056

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

Property	*Test Method*	*Value Unit*
Light Penetration	ASTM D6567	9 %
Thickness	ASTM D6525	0.40 in
Mass Per Unit Area	ASTM D6566	0.55 lb/sy
Tensile Strength	ASTM D6818	385 lb/ft
Elongation (Maximum)	ASTM D6818	49 %
Resiliency	ASTM D1777	>70 %
UV Stability *	ASTM 4355	≥80 %
Porosity (Permanent Net)	ECTC Guidelines	≥85 %
Maximum Permissible Shear Stress (Vegetated)	Performance Bench Test	≥8.0 lb/ft^2
Maximum Allowable Velocity (Vegetated)	Performance Bench Test	≥16.0 ft/s

*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

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

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item	**Pay Unit**
Preformed Scour Hole with Level Spreader Aprons	Each

PORTLAND CEMENT CONCRETE (Alkali-Silica Reaction):

2-20-07 SP10 R16

Revise the *2006 Standard Specifications* as follows:

Article 1024-1(A), replace the 2nd paragraph with the following:

Certain combinations of cement and aggregate exhibit an adverse alkali-silica reaction. The alkalinity of any cement, expressed as sodium-oxide equivalent, shall not exceed 1.0 percent. For mix designs that contain non-reactive aggregates and cement with an alkali content less than 0.6%, straight cement or a combination of cement and fly ash, cement and ground granulated blast furnace slag or cement and microsilica may be used. The pozzolan quantity shall not exceed the amount shown in Table 1024-1. For mixes that contain cement with an alkali content between 0.6% and 1.0%, and for mixes that contain a reactive aggregate documented by the Department, regardless of the alkali content of the cement, use a pozzolan in the amount shown in Table 1024-1.

Obtain the list of reactive aggregates documented by the Department at:http://www.ncdot.org/doh/operations/materials/pdf/quarryasrprob.pdf

Table 1024-1
Pozzolans for Use in Portland Cement Concrete

Pozzolan	*Rate*
Class F Fly Ash	20% by weight of required cement content, with 1.2 lbs Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content, with 1 lb microsilica per lb of cement replaced

CULVERT PIPE:

(1-19-10) SP10R32

Revise the *Standard Specifications for Roads and Structures* as follows:

Page 10-67, Article 1032-1, replace (A), (B), (C), (D), (E) and (F) with the following:

(A) Coated corrugated metal culvert pipe and pipe arches.
(B) Coated corrugated metal end sections, coupling band, and other accessories
(C) Corrugated aluminum alloy structural plate pipe and pipe arches
(D) Corrugated aluminum alloy end sections, coupling band, and other accessories
(E) Welded steel pipe

Page 10-69, Subarticle 1032-3(A)(5) Coating Repair, replace with the following:

Repair shall be in accordance with Section 1076-6 of the *Standard Specifications*.

Subarticle 1032-3(A)(7) Aluminized Pipe, replace with the following:

Aluminized pipe shall meet all requirements herein, except that the pipe and coupling bands shall be fabricated from aluminum coated steel sheet meeting the requirements of AASHTO M274.

Page 10-71, Article 1032-4 Coated Culvert Pipe, replace (A), (1), (2), (3), (4), (B), (C), (D), (E), (F) and (G) with the following:

(A) Coatings for Steel Culvert Pipe or Pipe Arch

The below coating requirements apply for steel culvert pipe, pipe arch, end sections, tees, elbows, and eccentric reducers.

(1) Steel Culvert pipe shall have an aluminized coating, meeting the requirement of AASHTO M274

(2) When shown on the plans or as approved by the Engineer, a polymeric coating meeting the requirements of AASHTO M246 for Type B coating may be substituted for aluminized coating.

(B) Acceptance

Acceptance of coated steel culvert pipe, and its accessories will be based on, but not limited to, visual inspections, classification requirements, check samples taken from material delivered to the project, and conformance to the annual Brand Registration.

Page 10-73, Article 1032-5, sixth paragraph, third sentence, remove the word "spelter"

Page 10-74, 1032-7 Vitrified Clay Culvert Pipe, delete section in its entirety.

Page 10-75, Article 1032-8 Welded Steel Pipe, change title to WELDED STEEL PIPE FOR DRAINAGE

Subarticle 1032-9(B) Plain Concrete Culvert Pipe, delete section in its entirety.

Page 10-77, Article 1032-10 Corrugated Polyethylene Culvert Pipe, change title to CORRUGATED POLYETHYLENE (HDPE) CULVERT PIPE

Add the following: Article 1032-11 Polyvinyl Chloride (PVC) Pipe

Polyvinyl Chloride pipe shall conform to AASHTO M 304 or ASTM 949. When rubber gaskets are to be installed in the pipe joint, the gasket shall be the sole element relied on to maintain a tight joint. Test pipe joints at the plant hydrostatically using test methods in ASTM D 3212. Soil tight joints shall be watertight to 13.8 kPa. Watertight joints shall be watertight to 34.5 kPa unless a higher pressure rating is specified in the plans.

GLASS BEADS:

(7-18-06) SP10 R35

Revise the *Standard Specifications* as follows:

Page 10-223, 1087-4(C) Gradation & Roundness

Replace the second sentence of the first paragraph with the following:

All Drop-On and Intermixed Glass Beads shall be tested in accordance with ASTM D1155.

Delete the last paragraph.

ENGINEERING FABRICS TABLE 1056-1:

(7-18-06) SP10 R40

Revise the *Standard Specifications* as follows:

Page 10-100, Table 1056-1, replace the values for Trapezoidal Tear Strength with the following:

Physical Property	ASTM Test Method	Type 1	Type 2	Type 3		Type 4
Typical Applications		Shoulder Drain	Under Riprap	Class A Temporary Silt Fence	Class B Temporary Silt Fence	Soil Stabilization
Trapezoidal Tear Strength	D4533	*45* lb	*75* lb	--	--	*75* lb

PRECAST DRAINAGE STRUCTURES - MACRO-SYNTHETIC FIBERS

(7-15-08) (REV 11-18-08) SP 10 R 42

Description

Substitute as an option, macro-synthetic fibers in lieu of 4" x 4" W1.4 x W1.4 welded wire fabric reinforcement for selected precast concrete products in accordance with the following requirements.

Materials

Item	**Section**
Portland Cement Concrete	1077-5

(A) Substitute macro-synthetic fibers only for steel reinforcement with an area of steel of 0.12 in^2/ft or less in the following items:

(1) **Precast Drainage Structure** units in accordance with the requirements of *Standard Drawing 840.45*.

(2) **Precast Manhole 4.0' Riser Sections** in accordance with the requirements of *Standard Drawing 840.52*.

All other requirements, including reinforcement for these precast concrete items will remain the same.

(B) Submittal Submit to the Department for approval by the precast producer and fiber manufacturer, independently performed test results certifying the macro-synthetic fibers and the precast concrete products meet the requirements listed herein:

(C) Macro-Synthetic Fibers

(1) Manufacture from virgin polyolefins (polypropylene and polyethylene) and comply with ASTM C 1116.4.1.3.

Fibers manufactured from materials other than polyolefins Submit test results certifying resistance to long-term deterioration when in contact with the moisture and alkalies present in cement paste and/or the substances present in air-entraining and chemical admixtures.

(2) Fiber length - no less than 1-1/2 inch.

(3) Macro-synthetic fibers - aspect ratio (length divided by the equivalent diameter of the fiber) between 45 and 150.

(4) Macro-synthetic fibers - Minimum tensile strength of 40 ksi when tested in accordance with ASTM D 3822.

(5) Macro-synthetic fibers - minimum modulus of elasticity of 400 ksi when tested in accordance with ASTM D 3822.

(D) Fiber Reinforced Concrete

(1) Approved structural fibers may be used as a replacement of steel reinforcement in allowable structures of NCDOT Standards 840.45 and 840.52. The dosage rate, in pounds of fibers per cubic yard, shall be as per recommended by the fiber manufacturer to provide a minimum average residual strength (in accordance with ASTM C 1399) of concrete of no less than that of the concrete with the steel reinforcement that is being replaced, but no less than 5 lbs. per cubic yard. Submit the recommendations of the manufacturer that correlate the toughness of steel-reinforced concrete with that of the recommended dosage rate for the fiber-reinforced concrete.

(2) Fiber reinforced concrete - 4.5% air content, ± 1.5% tolerance.

(3) Fiber reinforced concrete - develop a minimum compressive strength 4000 psi in 28 days.

(4) Workability of the concrete mix - determine in accordance with ASTM C995. The flow time - not be less than 7 seconds or greater than 25 seconds.

(5) Assure the fibers are well dispersed and prevent fiber balling during production. After introduction of all other ingredients, add the plastic concrete and mix the plastic concrete for at least 4 minutes or for 50 revolutions at standard mixing speed.

Measurement and Payment

No separate payment will be made for substitution of macro-fiber synthetic reinforcement for the steel reinforcing. The price bid for the precast units will be full compensation for furnishing and incorporating the macro-fiber synthetic reinforcement.

QUALIFICATION OF WELDS AND PROCEDURES:

(7-21-09) SP10 R43

Page 10-143, Subarticle 1072-20(D) Qualification of Welds and Procedures, replace the third sentence of the first paragraph with the following:

For all prequalified field welds, submit Welding Procedure Specifications (WPS) for each joint configuration for approval at least 30 days prior to performing any welding. In lieu of this, use the WPS provided and preapproved by the Department. These preapproved WPS are available from the Materials and Tests Unit or at:

http://www.ncdot.org/doh/operations/materials/structural/appr_proc.html. Use non-prequalified welds only if approved by the Engineer. Submit WPS for all non-prequalified welds to the Engineer for approval. At no cost to the Department, demonstrate their adequacy in accordance with the requirements of the Bridge Welding Code.

TEMPORARY PORTABLE CONCRETE BARRIER

(2-20-07) SP10 R50

The *2006 Standard Specifications* is revised as follows:

Page 10-245, Article 1090-1(A) General, add the following after the first sentence:

The requirement for approved galvanized connectors will be waived if the barrier remains the property of the Contractor.

PAVEMENT MARKING LINES:

(11-21-06) (Rev. 9-18-07) SP 12 R01

Revise the *2006 Standard Specifications* as follows:

Page 12-2, 1205-3(D) Time Limitations for Replacement, add the following at the beginning of the chart:

Facility Type	Marking Type	Replacement Deadline
Full-control-of-access multi-lane roadway (4 or more total lanes) and ramps, including Interstates	All markings including symbols	By the end of each workday's operation if the lane is opened to traffic

Page 12-14, Subarticle 1205-10, Measurement and Payment, delete the first sentence of the first paragraph and replace with the following:

Pavement Marking Lines will be measured and paid for as the actual number of linear feet of pavement marking lines per application that has been satisfactorily placed and accepted by the Engineer.

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PROJECT SPECIAL PROVISIONS

STRUCTURES

FALSEWORK AND FORMWORK (8-4-09)

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 420-16 of the Standard Specifications and these Special Provisions.

   Do not remove forms until the concrete has sufficient strength to prevent damage to the surface.

Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina

COUNTY	25 YR (mph) (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 or metalize these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

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. Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed. 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.

CONSTRUCTION OF SUPERSTRUCTURE (7/18/06)

Furnish and erect prestressed concrete cored slabs and elastomeric bearings. Construct all concrete barrier rails, sidewalks, and parapets on the bridge.

Complete all work in accordance with the contract plans and the Standard Specifications except payment for these items will be as described below.

No measurement will be made for these items. The price and payment below will be full compensation for all items required to complete the work described above.

Payment will be made under:

Construction of Superstructure.....Lump Sum

CONSTRUCTION OF SUBSTRUCTURE (2/14/04)

Furnish and place all reinforcing steel and concrete necessary to construct all end bents and bents. Exclude all piles from the pay item.

Complete all work in accordance with the contract plans and the Standard Specifications except payment for these items will be as described below.

No measurement will be made for these items. The price and payment below will be full compensation for all items required to complete the work described above.

Payment will be made under:

Construction of Substructure.....Lump Sum

CRANE SAFETY (8-15-05)

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

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

CRANE SAFETY SUBMITTAL LIST

A. **Competent Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.

B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.

C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.

D. **Certifications:** **By July 1, 2006**, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

PILE EXCAVATION (7-18-06)

1.0 GENERAL

This special provision governs installing piles using pile excavation in accordance with the plans and as directed by the Engineer. Pile excavation is necessary when piles can not be installed to the required bearing capacity and tip elevation with conventional driving equipment due to vibration concerns or the presence of rock, boulders, debris or very dense soils. Install piles in accordance with Section 450 of the Standard Specifications and this provision.

2.0 PILE EXCAVATION

Perform pile excavation to the required elevation shown on the plans or otherwise required by the Engineer. Excavate a hole with a diameter that will result in at least 3 in (75 mm) of clearance around the entire pile. Use equipment of adequate capacity and capable of drilling through soil and non-soil including rock, boulders, debris, man-made objects and any other materials encountered. Blasting is not permitted to advance the excavation. Blasting for core removal is only permitted when approved by the Engineer. Dispose of drilling spoils in accordance with Section 802 of the Standard Specifications and as directed by the Engineer. Drilling spoils consist of all excavated material including water removed from the excavation either by pumping or drilling tools.

If unstable, caving or sloughing soils are anticipated or encountered, the Engineer may require the Contractor to stabilize the excavation with steel casing. Steel casing may be either the sectional type or one continuous corrugated or non-corrugated piece. Steel casings should consist of clean watertight steel of ample strength to withstand handling and driving stresses and the pressures imposed by concrete, earth or backfill. Use steel casings with an outside diameter equal to the hole size and a minimum wall thickness of 1/4 in (7 mm).

3.0 CONCRETE PLACEMENT

Before placing concrete, center the pile in the excavation and drive to the required bearing capacity and specified tip elevation, if applicable, as shown on the plans or as directed by the Engineer. Check the water inflow rate in the excavation after any pumps have been removed. If the inflow rate is less than 6 in (150 mm) per half hour, remove any water and free fall the concrete into the excavation. Ensure that concrete flows completely around the pile. If the water inflow rate is greater than 6 in (150 mm) per half hour, propose a concrete placement procedure to the Engineer. The Engineer shall approve the concrete placement procedure before placing concrete.

Fill the excavation with Class A concrete in accordance with Section 1000 of the Standard Specifications except as modified herein. Provide concrete with a slump of 6 to 8 in (150 to 200 mm). Use an approved high-range water reducer to achieve this slump. Place concrete in a continuous manner and remove all casings.

4.0 MEASUREMENT AND PAYMENT

A. Method of Measurement

1. Pile Excavation in Soil

The quantity of "Pile Excavation in Soil" to be paid for will be the linear feet (meters) of pile excavation exclusive of the linear feet (meters) of "Pile Excavation Not in Soil" computed from elevations and dimensions as shown on the plans or from revised dimensions authorized by the Engineer.

2. Pile Excavation Not in Soil

The quantity of "Pile Excavation Not in Soil" to be paid for will be the linear feet (meters) of pile excavation in non-soil as determined by the Engineer. Non-soil is defined as material that can not be cut with a rock auger and requires excavation by coring, air tools, hand removal or other acceptable methods. Top of non-soil elevation is that elevation where the rock auger penetration rate is less than 2 in (50 mm) per 5 minutes of drilling at full crowd force and coring, air tools, etc. are used to advance the excavation. For pay purposes, after non-soil is encountered, earth seams, rock fragments and voids in the excavation less than 3 ft (0.9 m) in total length will be considered "Pile Excavation Not in Soil". If the non-soil is discontinuous, payment will revert to "Pile Excavation in Soil" at the elevation where non-soil is no longer encountered.

B. Basis of Payment

1. Pile Excavation in Soil

Payment will be made at the contract unit price per linear foot (meter) for "Pile Excavation in Soil". Such payment will include, but is not limited to, furnishing all labor, tools, equipment, materials including concrete complete and in place and all incidentals necessary to excavate and complete the work as described in this provision. The cost for the pile will be paid for separately in accordance with the Standard Specifications and will not be part of the unit bid price for "Pile Excavation in Soil".

2. Pile Excavation Not in Soil

Payment will be made at the contract unit price per linear foot (meter) for "Pile Excavation Not in Soil". Such payment will include, but is not limited to, furnishing all labor, tools, equipment, materials including concrete complete and in place and all incidentals necessary to excavate and complete the work as described in this provision. The cost for the pile will be paid for separately in accordance with the Standard Specifications and will not be part of the unit bid price for "Pile Excavation Not in Soil".

PILES (8-4-09)

Refer to Section 450 of the *Standard Specifications*

PILE DRIVING ANALYZER (11-17-06)

1.0 GENERAL

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

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

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

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

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

2.0 PREQUALIFICATION AND EXPERIENCE REQUIREMENTS

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

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

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

3.0 PREPARATION FOR PDA TESTING

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

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

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

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

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

4.0 PDA TESTING

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

Drive the pile to the required bearing capacity and specified tip elevation, if applicable, as shown on the plans or as directed by the PDA Consultant or the Engineer. During pile driving, the PDA will be used to evaluate, including but not limited to, the following:

hammer performance, bearing capacity, distribution of soil resistance, pile driving stresses, energy transfer, pile integrity and various soil parameters such as quake and damping.

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

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

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

5.0 REDRIVING PILES

When directed by the Engineer, reattach the PDA instruments and restrike or redrive the pile in accordance with Section 4.0 above and Subarticle 450-7(E) of the Standard Specifications. Obtain the required stroke and penetration (at least 6 in or 150 mm) or as directed by the PDA Operator or the Engineer. The PDA Operator or the Engineer will record dynamic measurements during restriking and redriving. The Engineer may require restriking and redriving more than once on the same pile. The Engineer will determine when PDA testing has been satisfactorily completed.

6.0 CAPWAP ANALYSIS AND PDA REPORT

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

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

A. Title Sheet
   - NCDOT TIP number and WBS element number
   - Project description
   - County
   - Bridge station number
   - Pile location

- Personnel
- Report date

B. Introduction

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

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

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

F. PDA field work details

G. CAPWAP analysis results
   - Table showing percent skin and tip, skin and toe damping, skin and toe quake and match quality

H. Summary/Conclusions

I. Attachments
   - Boring log(s)
   - Pile Driving Equipment Data Form (from Contractor)

- Field pile driving inspection data (from Engineer)
- Accelerometer and strain gauge locations
- Accelerometer and strain gauge serial numbers and calibration information
- PDA hardware model and CAPWAP software version information
- Electronic copy of all PDA raw data and executable CAPWAP input and output files (version 2006 format)

7.0 Measurement And Payment

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

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

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

GROUT FOR STRUCTURES 7-12-07

1.0 DESCRIPTION

This special provision addresses grout for use in structures, including continuous flight auger (CFA) piles, micropiles, soil nail and anchored retaining walls and backfilling crosshole sonic logging (CSL) tubes or grout pockets, shear keys, dowel holes and recesses for cored slabs and box beams. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Provide grout composed of portland cement, water and at the Contractor's option, fine aggregate and/or pozzolan. If necessary, use set controlling admixtures. Proportion, mix and place grout in accordance with the plans, the applicable section of the *Standard Specifications* or special provision for the application and this provision.

2.0 MATERIALS

Refer to Division 10 of the *Standard Specifications*:

Item	Article
Portland Cement	1024-1
Water	1024-4
Fine Aggregate	1014-1
Fly Ash	1024-5
Ground Granulated Blast Furnace Slag	1024-6
Admixtures	1024-3

At the Contractor's option, use an approved packaged grout in lieu of the materials above with the exception of the water. Contact the Materials and Tests (M&T) Unit for a list of approved packaged grouts. Consult the manufacturer to determine if the packaged grout selected is suitable for the application and meets the compressive strength and shrinkage requirements.

3.0 REQUIREMENTS

Unless required elsewhere in the Contract, provide non-metallic grout with minimum compressive strengths as follows:

Property	Requirement
Compressive Strength @ 3 days	2500 psi (17.2 MPa)
Compressive Strength @ 28 days	4500 psi (31.0 MPa)

For applications other than micropiles, soil nails and ground anchors, use non-shrink grout with shrinkage of less than 0.15%.

When using approved packaged grout, a grout mix design submittal is not required. Submit grout mix designs in terms of saturated surface dry weights on M&T Form 312U in accordance with the applicable section of the *Standard Specifications* or special provision

for the structure. Use an approved testing laboratory to determine the grout mix proportions. Adjust proportions to compensate for surface moisture contained in the aggregates at the time of mixing. Changes in the saturated surface dry mix proportions will not be permitted unless a revised grout mix design submittal is accepted.

For each grout mix design, provide laboratory test results for compressive strength, density, flow and if applicable, aggregate gradation and shrinkage. Submit compressive strength for at least 3 cube and 2 cylinder specimens at the age of 3, 7, 14 and 28 days for a total of at least 20 specimens tested. Perform laboratory tests in accordance with the following:

Property	Test Method
Compressive Strength	AASHTO T106 and T22
Density	AASHTO T133
Flow for Sand Cement Grout	ASTM C939 (as modified below)
Flow for Neat Cement Grout (no fine aggregate)	Marsh Funnel and Cup API RP 13B-1, Section 2.2
Aggregate Gradation for Sand Cement Grout	AASHTO T27
Shrinkage for Non-shrink Grout	ASTM C1090

When testing grout for flow in accordance with ASTM C939, modify the flow cone outlet diameter from ½ to ¾ inch (13 to 19 mm).

When grout mix designs are submitted, the Engineer will review the mix designs and notify the Contractor as to their acceptability. Do not use grout mix designs until written acceptance has been received. Acceptance of grout mix designs or use of approved packaged grouts does not relieve the Contractor of responsibility to furnish a product that meets the Contract requirements.

Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on a Department project may be accepted for use on other projects.

4.0 Sampling and Placement

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. Use API RP 13B-1 for field testing grout flow and density of neat cement grout. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

Do not place grout if the grout temperature is less than 50°F (10°C) or more than 90°F (32°C) or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F (4°C).

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer's recommendations unless directed otherwise by the Engineer. Use grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes. Place grout before the time between adding the mixing water and placing the grout exceeds that in the table below.

ELAPSED TIME FOR PLACING GROUT (with continuous agitation)		
Air or Grout Temperature Whichever is Higher	**Maximum Elapsed Time**	
	No Set Retarding Admixture Used	**Set Retarding Admixture Used**
90°F (32°C) or above	30 min.	1 hr. 15 min.
80°F (27°C) through 89°F (31°C)	45 min.	1 hr. 30 min.
79°F (26°C) or below	60 min.	1 hr. 45 min.

5.0 MISCELLANEOUS

Comply with Articles 1000-9 through 1000-12 of the *Standard Specifications* to the extent applicable for grout in lieu of concrete.

PRESTRESSED CONCRETE MEMBERS (4-02-07)

The 2006 Standard Specifications shall be revised as follows:

In Section 1078-1 "General" of the Standard Specifications, add the following after the second paragraph:

(A) Producer Qualification

Producers of precast, prestressed concrete members are required to establish proof of their competency and responsibility in accordance with the Precast/Prestressed Concrete Institute's (PCI) Plant Certification Program in order to perform work for the project. Certification of the manufacturing plant under the PCI program and submission of proof of certification to the State Materials Engineer is required prior to beginning fabrication. Maintain certification at all times while work is being performed for the Department. Submit proof of certification following each PCI audit to the State Materials Engineer for continued qualification. These same requirements apply to producers subcontracting work from the producer directly employed by the Contractor.

Employ producers PCI certified in Product Group B, Bridge Products, and in one of the appropriate categories as listed below:

- B2 Prestressed Miscellaneous Bridge Products: Includes solid piles, sheet piles and bent caps.
- B3 Prestressed Straight-Strand Bridge Members: Includes all box beams, cored slabs, straight-strand girders and bulb-tees, bridge deck panels, hollow piles, prestressed culverts and straight strand segmental components.
- B4 Prestressed Deflected-Strand Bridge Members: Includes deflected strand girders and bulb-tees, haunched girders, deflected strand segmental superstructure components and other post-tensioned elements.

Categories for other elements will be as required by the project special provision or plans.

ADHESIVELY ANCHORED ANCHOR BOLTS OR DOWELS (6-11-07)

1.0 GENERAL

Installation and Testing of Adhesively anchored anchor bolts and dowels shall be in accordance with Section 420-13, 420-21 and 1081-1 of the Standard Specifications except as modified in this provision.

2.0 INSTALLATION

Installation of the adhesive anchors shall be in accordance with manufacturer's recommendations and shall occur when the concrete is above 40 degrees Fahrenheit and has reached its 28 day strength.

The anchors shall be installed before the adhesive's initial set ('gel time').

3.0 FIELD TESTING

Replace the third paragraph of Section 420-13 (C) with the following:

"In the presence of the Engineer, field test the anchor bolt or dowel in accordance with the test level shown on the plans and the following:.

Level One Field testing: Test a minimum of 1 anchor but not less than 10% of all anchors to 50% of the yield load shown on the plans. If less than 60 anchors are to be installed, install and test the required number of anchors prior to installing the remaining anchors. If more than 60 anchors are to be installed, test the first 6 anchors prior to installing the remaining anchors, then test 10% of the number in excess of 60 anchors.

Level Two Field testing: Test a minimum of 2 anchors but not less than 10% of the all anchors to 80% of the yield load shown on the plans. If less than 60 anchors are to be installed, install and test the required number of anchors prior to installing the remaining anchors. If more than 60 anchors are to be installed, test the first 6 anchors prior to installing the remaining anchors, then test 10% of the number in excess of 60 anchors.

Testing should begin only after the Manufacturer's recommended cure time has been reached. For testing, apply and hold the test load for three minutes. If the jack experiences any drop in gage reading, the test must be restarted. For the anchor to be deemed satisfactory, the test load must be held for three minutes with no movement or drop in gage reading."

4.0 REMOVAL AND REPLACEMENT OF FAILED TEST SPECIMENS:

Remove all anchors and dowels that fail the field test without damage to the surrounding concrete. Redrill holes to remove adhesive bonding material residue and clean the hole in accordance with specifications. For reinstalling replacement anchors or dowels, follow the

same procedures as new installations. Do not reuse failed anchors or dowels unless approved by the Engineer.

5.0 USAGE

The use of adhesive anchors for overhead installments is not permitted without written permission from the Engineer.

6.0 BASIS OF PAYMENT

No separate measurement or payment will be made for furnishing, installing, and testing anchor bolts/dowels. Payment at the contract unit prices for the various pay items will be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

CURING CONCRETE **(6-12-09)**

The 2006 Standard Specifications shall be revised as follows:

Replace the first paragraph of Section **420-15(A) – Curing Concrete – General** with the following:

Unless otherwise specified in the contract, use any of the following methods except for membrane curing compounds on bridge deck and approach slab, or on concrete which is to receive epoxy protective coating in accordance with 420-18. Advise the Engineer in advance of the proposed method. Have all material, equipment, and labor necessary to promptly apply the curing on the site before placing any concrete. Cure all patches in accordance with this article. Improperly cured concrete is considered defective.

Replace the third paragraph of Section **420-15(C) – Curing Concrete – Membrane Curing Compound Method** with the following:

Seal the surface with a single uniform coating of the specified type of curing compound applied at the rate of coverage recommended by the manufacturer or as directed, but not less than 1 gallon per 150 square feet of surface area.

PROJECT SPECIAL PROVISIONS

EROSION CONTROL

SEEDING AND MULCHING: **(WestEd)**

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

Shoulder and Median Areas

August 1 - June 1		**May 1 - September 1**	
20#	Kentucky Bluegrass	20#	Kentucky Bluegrass
75#	Hard Fescue	75#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1		**May 1 - September 1**	
100#	Tall Fescue	100#	Tall Fescue
15#	Kentucky Bluegrass	15#	Kentucky Bluegrass
30#	Hard Fescue	30#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Approved Tall Fescue Cultivars

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

Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

Approved Kentucky Bluegrass Cultivars:

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

Approved Hard Fescue Cultivars:

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

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

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

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

NATIVE GRASS SEEDING AND MULCHING: **Bluegrass**

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

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

August 1 - June 1		**May 1 – September 1**	
25#	Kentucky Bluegrass	25#	Kentucky Bluegrass
8#	Big Bluestem	8#	Big Bluestem
6#	Indiangrass	6#	Indiangrass
4#	Switchgrass	4#	Switchgrass
35#	Rye Grain	25#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000	Limestone

Approved Kentucky Bluegrass Cultivars:

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

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

Temporary Seeding

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

Fertilizer Topdressing

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

Supplemental Seeding

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

A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

Mowing
The minimum mowing height shall be 6 inches.

Measurement and Payment

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

SPECIALIZED HAND MOWING:

Description

This work 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.

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 that occur during the construction of the project. The quantity of mowing may be increased, decreased or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Measurement and Payment

Specialized Hand Mowing will be measured and paid for as the actual number of man hours worked while hand mowing along the surface of the ground, as directed. Where an area has been mowed more than once, as directed, separate measurement will be made each time the area is mowed.

Payment will be made under:

Pay Item	**Pay Unit**
Specialized Hand Mowing	MHR

RESPONSE FOR EROSION CONTROL:

Description

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

(A) Seeding and Mulching
(B) Temporary Seeding and Mulching
(C) Temporary Mulching
(D) Fertilizer Topdressing
(E) Repair Seeding
(F) Supplemental Seeding
(G) Silt Fence Installation or Repair
(H) Installation of Matting for Erosion Control

Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in Form 1675. Each erosion control action may include one or more of the above work items.

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Response for Erosion Control	Each

MINIMIZE REMOVAL OF VEGETATION:

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

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

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

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

GRAVEL CONSTRUCTION ENTRANCE:

Description

This work consists of furnishing, installing, and maintaining and removing any and all material required for the construction of a *Gravel Construction Entrance*.

Materials

Refer to Division 10

Item	Section
Filter Fabric for Drainage, Type 2	1056
Stone for Erosion Control, Class A	1042

Construction Methods

The Contractor shall install a Gravel Construction Entrance in accordance with Standard Drawing No. 1607.01 and at locations as directed.

Measurement and Payment

Filter Fabric for Drainage will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

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

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

SAFETY FENCE:

Description

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

Materials

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

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

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence; however, if any clearing and grubbing is required, it will be the minimum required for the installation of the safety fence. Such clearing shall include satisfactory removal and disposal of all trees, brush, stumps and other objectionable material.

The fence shall be erected to conform to the general contour of the ground. When determined necessary, minor grading along the fence line shall be performed to meet this requirement provided no obstructions to proper drainage are created.

Posts shall be set and maintained in a vertical position and may be hand set or set with a post driver. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be

cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item	**Pay Unit**
Safety Fence	Linear Foot

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

Description

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

Materials

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

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

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

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each Temporary Rock Silt Check Type A.

Construction Methods

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

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

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

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	**Pay Unit**
Polyacrylamide(PAM)	Pound

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09) Z-5

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

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

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

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

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

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

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

EXECUTION OF PROPOSAL

DATE:_____

In compliance with the foregoing request for proposals and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted.

CONTRACTOR:_____
ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____
PHONE:_____

BY:_____ TITLE:_____
(SIGNATURE)

_____
(TYPED OR PRINTED NAME)

CONTRACTOR'S LICENSE NUMBER:_____

ACCEPTANCE OF PROPOSAL

AGENCY: N. C. DEPARTMENT OF TRANSPORTATION CITY AND STATE: RALEIGH, NORTH CAROLINA

BY:_____
TITLE:_____
(SIGNATURE)

Contract Number_____
County_____

Rev 2-1-10

EXECUTION OF CONTRACT
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, and that the Contractor intends to do the work with his own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

_____
Full name of Corporation

_____
Address as Prequalified

Attest _____ By _____
Secretary/Assistant Secretary — President/Vice President/Assistant Vice President
Select appropriate title — *Select appropriate title*

_____ _____
Print or type Signer's name — Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20__.

_____
Signature of Notary Public

NOTARY SEAL

of _____County
State of _____
My Commission Expires:_____

Contract Number_____ Rev 2-1-10
County_____

DEBARMENT CERTIFICATION OF CONTRACTOR

Conditions for certification:

1. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that his certification was erroneous when he submitted his debarment certification or explanation that is on file with the Department, or has become erroneous because of changed circumstances.

2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The Contractor agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the Contractor further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The Contractor may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The Contractor may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 3 herein, the Department may terminate any contract if the Contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

Contract Number_____
County_____

Rev 2-1-10

DEBARMENT CERTIFICATION

The Contractor certifies to the best of his knowledge and belief, that he and his principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. If status changes, will submit a revised Debarment Certification immediately.

If the Contractor cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the Contractor's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

ITEMIZED PROPOSAL - B-5234

LINE ITEM	ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT BID PRICE	AMOUNT BID
1	0000100000-N	MOBILIZATION	1	LS		
2	0008000000-E	SUPP CLEARING & GRUBBING	1	ACR		
3	0030000000-N	BRG APP SUB REG TIER (12+44+/-)	1	LS		
4	0043000000-N	GRADING	1	LS		
5	0057000000-E	UNDERCUT EXCAVATION	100	CY		
6	0195000000-E	SELECT GRANULAR MATERIAL	100	CY		
7	0196000000-E	SOIL STABILIZATION FABRIC	100	SY		
8	0318000000-E	FND CONDIT MATL MINOR STRS	13	TON		
9	0320000000-E	FND CONDIT FABRIC	40	SY		
10	0343000000-E	15" SIDE DRAIN PIPE	28	LF		
11	0366000000-E	15" RC PIPE CULV III	20	LF		
12	0372000000-E	18" RC PIPE CULV III	40	LF		
13	0714000000-E	18" BCCSP B 0.064"	20	LF		
14	0807000000-E	18" BCCS ELB B 0.064"	2	EA		
15	1220000000-E	INCIDENTAL STONE BASE	100	TON		
16	1489000000-E	ASP CONC BASE CRS B25.0B	100	TON		
17	1498000000-E	ASP CONC INTR CRS I19.0B	60	TON		
18	1519000000-E	ASP CONC SURF CRS S9.5B	120	TON		
19	1560000000-E	ASP FOR PLANT MIX PG64-22	16	TON		
20	2286000000-N	MASNRY DRAINAGE STRUCT	2	EA		
21	2355000000-N	FRAME W/GRATE 840.29 STD	2	EA		
22	2556000000-E	SHOULDER BERM GUTTER	50	LF		
23	3030000000-E	STL BM GUARDRAIL	175	LF		
24	3045000000-E	SBGR SHOP CURVED	75	LF		
25	3150000000-N	ADDIT GUARDRAIL POSTS	5	EA		
26	3165000000-N	GR ANCHOR TYPE (B-77, SHOP CURVED)	4	EA		
27	3165000000-N	GR ANCHOR TYPE (350, TL-2)	2	EA		
28	3195000000-N	GR ANCHOR TYPE AT-1	2	EA		
29	3656000000-E	FILTER FABRIC FOR DRAINGE	225	SY		
30	3659000000-N	PREFORMED SCOUR HOLES	1	EA		
31	4400000000-E	WORK ZONE SIGNS (STAT)	286	SF		
32	4410000000-E	WORK ZONE SIGNS (BARR)	154	SF		
33	4430000000-N	DRUMS	25	EA		
34	4445000000-E	BARRICADES (TYPE III)	96	LF		

LINE ITEM	ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT BID PRICE	AMOUNT BID
35	4485000000-E	PORT CONC BARRIER	60	LF		
36	4810000000-E	PAINT PVMT MARKINGS 4"	2,000	LF		
37	4900000000-N	PERM RAISED PVMT MARKERS	8	EA		
38	6000000000-E	TEMPORARY SILT FENCE	305	LF		
39	6006000000-E	EROS CONTRL STONE CL A	115	TON		
40	6009000000-E	EROS CONTRL STONE CL B	160	TON		
41	6012000000-E	SEDIMENT CONTROL STONE	50	TON		
42	6015000000-E	TEMPORARY MULCHING	1	ACR		
43	6018000000-E	SEED FOR TEMP SEEDING	50	LB		
44	6021000000-E	FERT FOR TEMP SEEDING	0.25	TON		
45	6024000000-E	TEMPORARY SLOPE DRAINS	200	LF		
46	6027000000-N	INLET PROTCN @ SLOPE DRNS	4	EA		
47	6029000000-E	SAFETY FENCE	300	LF		
48	6030000000-E	SILT EXCAVATION	255	CY		
49	6036000000-E	MATTING FOR EROS CONTROL	1,760	SY		
50	6042000000-E	1/4" HARDWARE CLOTH	60	LF		
51	6071020000-E	POLYACRYLAMIDE (PAM)	23	LB		
52	6084000000-E	SEEDING AND MULCHING	0.5	ACR		
53	6087000000-E	MOWING	0.5	ACR		
54	6090000000-E	SEED FOR REPAIR SEEDING	50	LB		
55	6093000000-E	FERT FOR REPAIR SEEDING	0.25	TON		
56	6096000000-E	SEED FOR SUPP SEEDING	50	LB		
57	6108000000-E	FERTILIZER TOPDRESSING	0.5	TON		
58	6114000000-N	SPECIALIZED HAND MOWING	10	HR		
59	6117000000-N	RESPONSE FOR EROS CONTROL	12	EA		
60	8021000000-N	REMV EXIST STR (12+44+/-)	1	LS		
61	8084000000-N	FND EXCAV EB1 STA 12+14.77	1	LS		
62	8084000000-N	FND EXCAV EB2 STA 12+72.23	1	LS		
63	8096000000-E	PILE EXCAVATION IN SOIL	240	LF		
64	8097000000-E	PILE EXCAVATION NOT IN SOIL	200	LF		
65	8112730000-N	PDA TESTING	1	EA		
66	8112740000-N	PDA ASSISTANCE	1	EA		
67	8121000000-N	UNCL STR EXCAV STA 12+44+/-	1	LS		
68	8210000000-N	BRG APPR SLAB 12+44+/-	1	LS		
69	8364000000-E	HP12X53 GALVANIZED PILES	580	LF		
70	8391000000-N	STEEL PILE POINTS	9	EA		
71	8393000000-N	PILE REDRIVES	1	EA		
72	8608000000-E	RIP RAP II (2'-0")	230	TON		
73	8622000000-E	FILTER FABRIC FOR DRAINAGE	256	SY		
74	8765000000-N	CONSTRUCTION OF SUBSTRUCTURE	1	LS		
75	8766000000-N	CONSTRUCTION OF SUPERSTRUCTURE	1	LS		
					TOTAL BID:	

ATTACHMENT A:

MB & WB Subcontractors

Contract Number C _____
_____ County (ies)

Project Number B-5234
Attachment A

LISTING OF MBE & WBE SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

Contract No. _____ **County** _____ **Firm** _____

This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.

Rev 4-3-08 (format only)

Contract Number C _____
_____ County (ies)

Project Number B-5234
Attachment A

LISTING OF MBE & WBE SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

Contract No. _____ **County** _____ **Firm** _____

This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.

Rev 4-3-08 (format only)

Contract Number C _____
_____ County (ies)

Project Number B-5234
Attachment A

LISTING OF MBE & WBE SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

Contract No. _____ **County** _____ **Firm** _____

This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.

Rev 4-3-08 (format only)

Contract Number C _____

_____ County (ies)

Project Number B-5234
Attachment A

LISTING OF MBE & WBE SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE and/or WBE subcontractor, and these prices will be used to determine the percentage of the MBE and/or WBE participation in the contract.

** Must have entry even if figure to be entered is zero.

** Dollar Volume of MBE Subcontractor $ _____

MBE Percentage of Total Contract Bid Price _____ %

** Dollar Volume of WBE Subcontractor $ _____

WBE Percentage of Total Contract Bid Price _____ %

This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.

Rev 4-3-08 (format only)

GEOTECHNICAL ATTACHMENT B:

The following Geotechnical Boring Logs "Attachment B" are for information only and are not a part of this contract. These boring logs are for investigation only and no accuracy is implied or guaranteed. No claim will be allowed as a result of the use of this information.

N.C.D.O.T. GEOTECHNICAL UNIT
BORING LOG

TIERRA
GEOTECHNICAL • MATERIALS ENGINEERING
2736 ROWLAND ROAD
RALEIGH, NORTH CAROLINA 27615
Phone (919) 871-0800 Fax (919) 871-0803

SHEET 1 OF 1

PROJECT NO. MA14004B	ID.	COUNTY CLAY	GEOLOGIST C. BRUINSMA
SITE DESCRIPTION BRIDGE #100 ON SR 1100 OVER TROUT COVE BRANCH			GROUND WATER (ft)
BORING NO. EB1A	BORING LOCATION 12+15	OFFSET 6.0' LT.	ALIGNMENT -L-	0 HR. 14.0
COLLAR ELEV. 1647.9 ft	NORTHING	EASTING		24 HR. 17.0
TOTAL DEPTH 28.00 ft	DRILL MACHINE CME 45	DRILL METHOD MUD ROTARY		HAMMER TYPE MANUAL
DATE STARTED 9-15-04	COMPLETED 9-15-04	SURFACE WATER DEPTH N/A		

ELEV. (ft)	DEPTH (ft)	BLOW COUNT 0.5ft	0.5ft	0.5ft	BLOWS PER FOOT 0 20 40 60 80 100	SAMP. NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION
1647.90					EXISTING GROUND				1647.90 0.00 BITUMINOUS CONCRETE
	1.60								1646.30 1.60
		12	9	8	17		M		RDWY EMB: ORANGE AND BROWN, MED. DENSE, SILTY CLAYEY SAND (A-2-6)
1645	3.40								1644.70 3.20
		2	2	4	6		W		RDWY EMB: BROWN, LOOSE, CLAYEY SILTY SAND (A-2-4) WITH GRAVEL
	5.90								
		3	4	3	7		W		
1640	8.40								
		7	3	2	5		W		
									1636.90 11.00 ALLUV: DARK GRAY, V. LOOSE, SILTY GRAVELLY SAND (A-2-4)
1635	13.40								
		WOH	WOH	1	1	SS-1	W		
									1632.50 15.40 ALLUV: GRAY, COBBLES (A-1-a)
									1630.90 17.00
1630	18.40								RES: BROWN, V. DENSE, SILTY SAND (A-2-4) MICACEOUS, SAPROLITIC
		8	7	53	60		M		
									1627.90 20.00 WR: BROWN AND GRAY, SCHIST
	22.10								
		47	15	13	28		M		1625.30 22.60 RES: BROWN, MED. DENSE, SILTY SAND (A-2-4) MICACEOUS, SAPROLITIC
1625									1623.90 24.00 WR: BROWN AND GRAY, SCHIST
									1619.90 28.00
1620	28.00								
		60/0			60/0				SPT REFUSAL AT ELEV. 1620.2' ON CR: SCHIST

NCDOT_BORE 04-035 CLAY CO BR 100.GPJ NCDOT.GDT 10/29/04

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PROJECT NO. MA14004B	ID.	COUNTY CLAY	GEOLOGIST C. BRUINSMA
SITE DESCRIPTION BRIDGE #100 ON SR 1100 OVER TROUT COVE BRANCH			GROUND WATER (ft)
BORING NO. EB1B	BORING LOCATION 12+08	OFFSET 25.0' RT.	ALIGNMENT -L-	0 HR. N/A
COLLAR ELEV. 1648.3 ft	NORTHING	EASTING		24 HR. 16.0
TOTAL DEPTH 22.60 ft	DRILL MACHINE CME 45	DRILL METHOD MUD ROTARY	HAMMER TYPE MANUAL
DATE STARTED 9-16-04	COMPLETED 9-16-04	SURFACE WATER DEPTH N/A	

ELEV. (ft)	DEPTH (ft)	BLOW COUNT 0.5ft	0.5ft	0.5ft	BLOWS PER FOOT 0 20 40 60 80 100	SAMP. NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION
1648.30					EXISTING GROUND				
1648.30	0.00	3	4	5	9	SS-2	M		0.00
1648.10									ROOTMAT 0.20
									RDWY EMB: RED AND BROWN, LOOSE, SILTY SAND (A-2-4)
1645	3.50	3	4	6	10		M		
	6.00	3	4	2	6		M		
1640	8.50	2	2	3	5		M		
1636.30									12.00
									WR: BROWN AND GRAY, SCHIST
1634.60									13.70
1635	13.70	60/0			60/0	RS-1	M		CR: GRAY, V. SLI. TO SLI. WEATHERED, HARD, V. CLOSE TO MOD. CLOSELY FRACTURED, SCHIST
1631.80									16.50
									WR: GRAY AND BROWN, SEV. WEATHERED, MOD. HARD TO SOFT, V. CLOSE TO CLOSELY FRACTURED, SCHIST
1630.50									17.80
1630	18.70	13	37	35	72		W		RES: BROWN AND GRAY, V. DENSE, SILTY SAND (A-2-4) WITH ROCK FRAGMENTS
1627.80									20.50
									WR: GRAY AND BROWN, SCHIST
1625.70									22.60
	22.40	60/.2			60/.2				BORING TERMINATED AT ELEV. 1626.0' ON WR: GRAY AND BROWN, SCHIST

NCDOT_BORE 04-035 CLAY CO BR 100.GPJ NCDOT.GDT 10/29/04

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BORING LOG

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PROJECT NO. MA14004B	ID.	COUNTY CLAY	GEOLOGIST C. BRUINSMA
SITE DESCRIPTION BRIDGE #100 ON SR 1100 OVER TROUT COVE BRANCH			GROUND WATER (ft)
BORING NO. EB2A	BORING LOCATION 12+74	OFFSET 7.0' LT.	ALIGNMENT -L-	0 HR. 13.7
COLLAR ELEV. 1647.5 ft	NORTHING	EASTING		24 HR. 14.3
TOTAL DEPTH 28.30 ft	DRILL MACHINE CME 45	DRILL METHOD MUD ROTARY	HAMMER TYPE MANUAL
DATE STARTED 9-15-04	COMPLETED 9-15-04	SURFACE WATER DEPTH N/A	

ELEV. (ft)	DEPTH (ft)	BLOW COUNT 0.5ft	0.5ft	0.5ft	BLOWS PER FOOT 0 20 40 60 80 100	SAMP. NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION
1647.50					EXISTING GROUND				1647.50 0.00 BITUMINOUS CONCRETE
	1.30								1646.25 1.25
1645		4	5	6	11		M		RDWY EMB: RED AND BROWN, STIFF, SANDY CLAY (A-6) WITH GRAVEL
	3.70								1644.50 3.00
		1	2	2	4		M-W		RDWY EMB: ORANGE AND BROWN, SOFT, SANDY CLAYEY SILT (A-5)
	6.20								1641.50 6.00
		1	1	1	2	SS-3	20.2%		ALLUV: BROWN, SOFT, SANDY SILT (A-4)
1640									1639.50 8.00
	8.70	3	2	2	4		M		ALLUV: BROWN TO GRAY, V. LOOSE, SILTY SAND (A-2-4)
1635									
	13.70								
		WOH	1	1	2				
									1631.10 16.40
									ALLUV: TAN, COBBLES/GRAVEL
1630									1630.00 17.50
	18.70								RES: BROWN, MED. DENSE, SILTY SAND (A-2-4)
		6	5	8	13	SS-4	W		
									1626.50 21.00
1625									WR: BROWN, SCHIST
	23.70								
		19	81/.4		100/.9				
1620									
	28.30								1619.20 28.30
		60/0			60/0				SPT AND TRICONE REFUSAL AT ELEV. 1619.5' ON CR: SCHIST

NCDOT_BORE 04-035 CLAY CO BR 100.GPJ NCDOT.GDT 10/29/04

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N.C.D.O.T. GEOTECHNICAL UNIT
BORING LOG

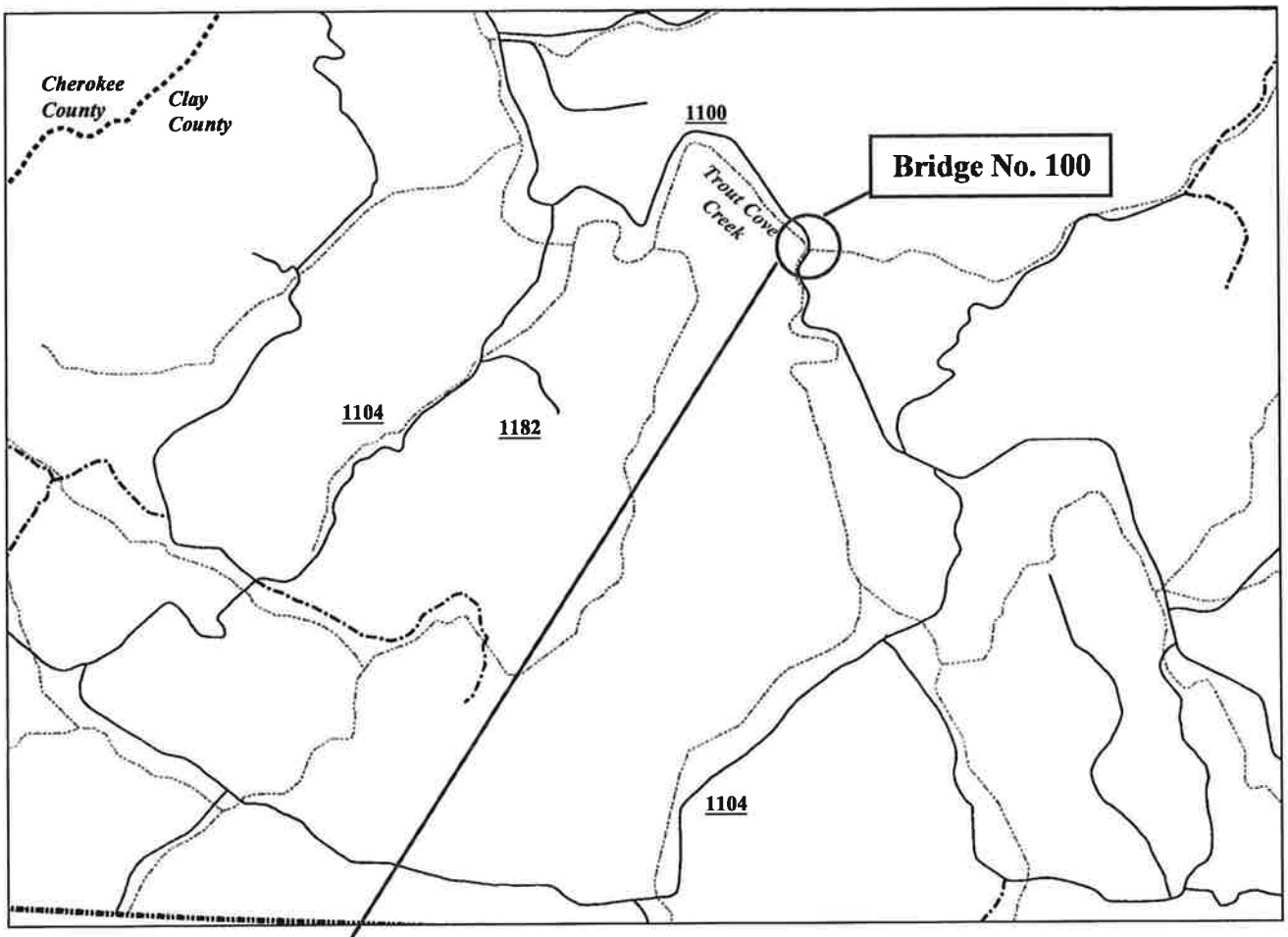
PROJECT NO. MA14004B	ID.	COUNTY CLAY	GEOLOGIST C. BRUINSMA
SITE DESCRIPTION BRIDGE #100 ON SR 1100 OVER TROUT COVE BRANCH			GROUND WATER (ft)
BORING NO. EB2B	BORING LOCATION 12+82	OFFSET 15.0' RT.	ALIGNMENT -L-	0 HR. 5.5
COLLAR ELEV. 1648.8 ft	NORTHING	EASTING		24 HR. BACKFILL
TOTAL DEPTH 28.40 ft	DRILL MACHINE CME 45	DRILL METHOD MUD ROTARY		HAMMER TYPE MANUAL
DATE STARTED 9-21-04	COMPLETED 9-21-04	SURFACE WATER DEPTH N/A		

ELEV. (ft)	DEPTH (ft)	BLOW COUNT 0.5ft	0.5ft	0.5ft	BLOWS PER FOOT 0 20 40 60 80 100	SAMP. NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION
1648.80					EXISTING GROUND				1648.80 0.00
	0.00	7	7	4	11		M		1648.60 ROOTMAT 0.20
	3.30								RDWY EMB: BROWN AND RED, STIFF, CLAYEY SANDY SILT (A-4) WITH GRAVEL AND COBBLES
1645		14	6	9	15		M-W		1645.80 3.00
	6.50								RDWY EMB: RED AND BROWN, MED. DENSE TO LOOSE, CLAYEY SILTY SAND (A-2-4) WITH GRAVEL AND COBBLES
		5	5	5	10		M-W		
1640	9.60								1639.80 9.00
		2	3	4	7	SS-5	18.7%		ALLUV: BROWN, MED. STIFF, CLAYEY SANDY SILT (A-4)
	13.30								1636.80 12.00
1635		4	7	22	29		W		RES: BROWN, MED. DENSE, SILTY SAND (A-2-4) MICACEOUS, SAPROLITIC
	18.30								1633.30 15.50
1630		49	51/.3		100/.8				WR: BROWN, SCHIST
	23.30								1626.80 22.00
1625		7	14	20	34		W		RES: BROWN, DENSE, SILTY SAND (A-2-4) MICACEOUS, SAPROLITIC
	28.30								1622.80 26.00
		60/.1			60/.1				WR: BROWN, SCHIST
									1620.40 28.40
									SPT REFUSAL AT ELEV. 1620.7 ON CR: GRAY, SCHIST

NCDOT_BORE 04-035 CLAY CO BR 100.GPJ NCDOT.GDT 10/29/04

ATTACHMENT C:

BRIDGE AND PRE-BID LOCATION MAPS



N

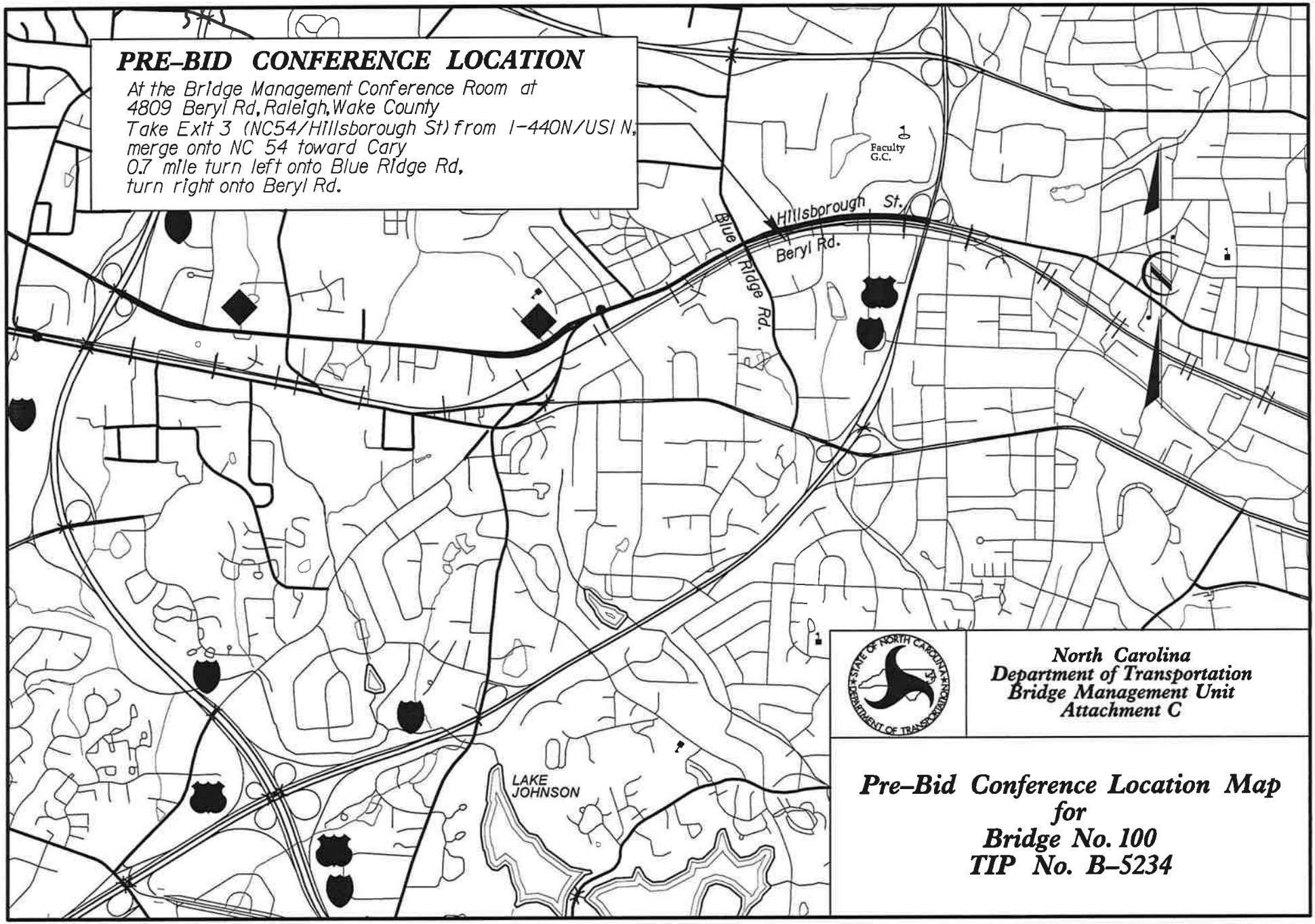
APPROXIMATE SCALE

0 **0.5**

MILES

North Carolina
Department of Transportation
Bridge Management Unit
ATTACHMENT C

CLAY COUNTY
Bridge No. 100
on SR 1100 (Phillips Road)
over Trout Cove Creek
B-5234



B5234_Pre-Bid Conf Location.dgn 5/11/2010 10:11:38 AM TGS

ATTACHMENT D:

ENVIRONMENTAL PERMITS