

PROJECT SPECIAL PROVISIONS
PERMITS

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

PERMIT**AUTHORITY GRANTING THE PERMIT**

Dredge and Fill and/or
Work in Navigable Waters (404)

U. S. Army Corps of Engineers

Water Quality (401)

Division of Environmental Management, DENR,
State of North Carolina

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

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

The Contractor's attention is also directed to Articles 107-10 and 107-14 of the Standard Specifications and the following:

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

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



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1890
WILMINGTON, NORTH CAROLINA 28402-1890

October 1, 2004

Regulatory Division

Action ID. 200431320, TIP No. R-2206 B/C

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

Dear Dr. Thorpe:

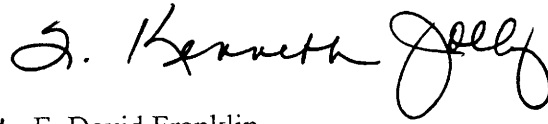
In accordance with your written request of June 15, 2004, subsequent submittals of July 9 and 23, 2004 and the ensuing administrative record, enclosed are two copies of a permit to discharge dredged or fill material into 6.21 acres of wetland, 13,321 linear feet of stream channel and 4.47 acres of open water ponds in and adjacent to the waters of Forney Creek, Killian Creek, Reed Creek and unnamed tributaries to facilitate the relocation of 10.6 miles of NC Highway 16 from NC Highway 73 on the south to SR 1895 (Tower Road) at existing NC 16 on the north, west of Denver, Lincoln and Catawba Counties, North Carolina (TIP No. R-2206 B/C, State Project No. 8.1830501).

You should acknowledge that you accept the terms and conditions of the enclosed permit by signing and dating each copy in the spaces provided ("Permittee" on page 3). Your signature, as permittee, indicates that, as consideration for the issuance of this permit, you voluntarily accept and agree to comply with all of the terms and conditions of this permit. All pages of both copies of the signed permit with drawings should then be returned to this office for final authorization. A self-addressed envelope is enclosed for your convenience.

In addition, I have enclosed a copy of the Notification of Administrative Appeal Process and Options and Request for Appeal. Please carefully read Section "B" of this form for information regarding the appeal process for proffered permits.

After the permit is authorized in this office, the original copy will be returned to you; the duplicate copy will be permanently retained in this office. Should you have questions, contact Mr. Steven Lund, Regulatory Division, Asheville Regulatory Field Office, telephone (828) 271-7980 extension 223.

Sincerely,

A handwritten signature in black ink that reads "G. Kenneth Jolly". The signature is written in a cursive style with a large, looping "J" at the end.

G. E. David Franklin
Chief, NCDOT Team

Enclosures

DEPARTMENT OF THE ARMY PERMIT

NC Department of Transportation

Permittee _____

200431320

Permit No. _____

USAED, Wilmington

Issuing Office _____

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

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

Project Description:

To discharge dredged or fill material into 6.21 acres of wetland, 13,321 linear feet of stream channel and 4.47 acres of open water pond in an adjacent to the waters of Forney Creek, Killian Creek, Reed Creek and unnamed tributaries to facilitate the relocation of 10.6 miles of NC Highway 16 from NC Highway 73 to SR 1895 west of Denver, Lincoln and Catawba Counties, North Carolina (TIP No. R-2206 B/C).

Project Location: From NC Highway 73 on the south to SR 1895 (Tower Road) at existing NC 16 on the north, west of Denver, Lincoln and Catawba Counties, North Carolina (TIP No. R-2206 B/C, State Project No. 8.1830501).

Permit Conditions:

General Conditions:

December 31, 2007

1. The time limit for completing the work authorized ends on _____ . If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

See enclosed sheet.

Further Information:

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



165

Michael F. Easley, Governor
William G. Ross Jr., Secretary
North Carolina Department of Environment and Natural Resources

Alan W. Klimek, P.E. Director
Division of Water Quality

September 21, 2004

RECEIVED

SEP 21 2004

CESAW-CO-RA

Dr. Gregory J. Thorpe, PhD., Manager
Project Development and Environmental Analysis Branch
North Carolina Department of Transportation
1548 Mail Service Center
Raleigh, North Carolina, 27699-1548

Dear Dr. Thorpe:

Re: 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act,
Proposed Relocation of NC 16, TIP No. R-2206B/C
Individual WQC No. 3476
Lincoln and Catawba Counties

Attached hereto is a copy of Certification No. 3476 issued to The North Carolina Department of Transportation dated September 21, 2004.

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

Sincerely,

Alan W. Klimek, P.E.
Director

Attachments

cc: Steve Lund, Army Corps of Engineers Asheville Regulatory Field Office
Polly Lespinasse, DWQ Mooresville Regional Office
Central Files
File Copy

APPROVAL OF 401 Water Quality Certification and ADDITIONAL CONDITIONS

THIS CERTIFICATION is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Quality (DWQ) Regulations in 15 NCAC 2H, Section .0500, and 15 NCAC 2B .0259. This certification authorizes the NCDOT to place fill material in, drain, excavate, and mechanically clear 6.21 acres of jurisdictional wetlands, to place fill material, culverts, and piping in 13,320.8 linear feet of streams, and to drain 4.47 acres of ponds in Lincoln and Catawba Counties. The project shall be constructed pursuant to the application dated June 15, 2004, to relocate NC 16 from north of NC 73 to SR 1895. The approved design is that submitted in your application dated June 15, 2004. The authorized impacts are as described below:

Wetland Impacts in the Catawba Basin

Section	Riverine (acres)	Non-Riverine (acres)	Total (acres)
Site 1B - Station No. -Y12-15+81 Lt to 106+25 Rt	0	0.11	0.11
Site 9B - Station No. -L-150+96 Rt to 151+55 Lt	0.19	0	0.19
Site 10B - Station Nos. -L- 156+ 75Rt to 157+75 Rt; -L- 157+94 Rt to 160+37 Lt	3.12	0	3.12
Site 14B - Station No. -Y9-REV 18+46 Rt to 18+56 Lt	0	0.10	0.10
Site 3C - Station No. -L-194+96 Lt to 195+14 Lt	0	0.01	0.01
Site 4C - Station No. -L-196+71 Lt to 197+40 Lt	0	0.01	0.01
Site 10C - Station No. -L-217+75 Lt to 218+37 Rt	0.10	0	0.10
Site 11C - Station No. -L-221+11 Rt to 221+37 Rt	0	0.12	0.12
Site 14C - Station Nos. -L- 262+64 Rt to 263+00 Rt -L- 262+39 Rt to 264+38 Lt	0.49	0.17	0.66
Site 15C - Station No. -L-264+72 Rt to -NBL- 11+54 Rt	0	1.69	1.69
Site 16C - Station No. -SBL-269+29 Rt to 271+02 Lt	0.10	0	0.10
Total	4.00	2.21	6.21

Surface Water Impacts for the Catawba River Basin

Section	Stream Impacts (linear feet)	Ponds (acres)	On-Site Natural Channel Design (linear feet)	Mitigation Required
Site 1B - Station No. -Y12-15+81 Lt to 106+25 Rt	377.6	0	0	377.6 lf
Site 2B - Station No. -L-114+65 Lt to 115+27 Rt	429.8	0	0	429.8 lf
Site 3B - Station No. -L-121+69Rt to 122+44 Rt	678.5	0	0	678.5 lf
Site 4B - Station No. -L-132+03 Rt to 133+12 Lt	834.3	0	0	834.3 lf
Site 6B - Station No. -L-139+59 Rt to 140+01 Lt	355.3	0	0	0
Site 7B - Station No. -L-142+91 Lt to 143+36 Rt	299.2	0	0	299.2 lf
Site 8B - Station No. -L-145+50 Rt to 145+88 Lt	382.2	0	0	382.2 lf
Site 9B - Station No. -L-150+96 Rt to 151+55 Lt	531.8	0	0	531.8 lf
Site 10B - Station Nos. -L- 156+ 75Rt to 157+75 Rt; -L- 157+94 Rt to 160+37 Lt	0	3.27	459.3 242.8	3.27 ac.
Site 11B - Station No. -L-169+69 Lt to 170+01 Rt	563.3	0	0	0
Site 12B - Station No. -L-172+55 Lt to 173+39 Rt	660.7	0	0	660.7 lf
Site 13B - Station No. -L-177+58 Rt to 179+75 Lt	1,345.8	0	0	1,345.8 lf
Site 14B - Station No. -Y9-REV 18+46 Rt to 18+56 Lt	209.3	0	0	209.3 lf
Site 1C - Station Nos. -L- 181+46 Rt to 181+74 Lt -L- 182+23 Rt to 182+49 Lt -L- 181+92 Lt to 183+99 Rt	220.1 425.5 1,040.3	0	164.0	1,685.9 lf
Site 2C - Station Nos. -L- 190+86 Lt to 191+05 Rt -L- 190+96 Lt to 192+03 Rt	447.8 464.9	0	0	447.8 lf 0
Site 3C - Station No. -L-194+96 Lt to 195+14 Lt	145.0	0	0	0
Site 4C - Station No. -L-196+71 Lt to 197+40 Lt	230.3	0	0	0
Site 6C - Station No. -L-202+25 Rt to 203+66 Rt	571.8	0	0	0
Site 7C - Station No. -L-207+91 Rt to 207+96 Rt	230.0	0	0	0

Site 8C - Station No. -L- 208+89 Rt to 209+04 Rt	51.5	0	0	0
Site 9C - Station Nos. -L- 211+68 Lt to 211+95 Rt -L- 211+95 Rt to 212+42 Lt	335.0 203.4	0	0	335.0 lf 203.4 lf
Site 10C - Station No. -L- 217+75 Lt to 218+37 Rt	303.5	0	0	303.5 lf
Site 14C - Station Nos. -L- 262+64 Rt to 263+00 Rt -L- 262+39 Rt to 264+38 Lt	631.6	0		631.6 lf
Site 15C - Station No. -L- 264+72 Rt to -NBL- 11+54 Rt	917.0	0	0	917.0 lf
Site 16C - Station No. -SBL- 269+29 Rt to 271+02 Lt	334.6	1.2	0	334.6 lf, 1.2 ac.
Site 17C - Station Nos. -Y14- 20+08 Lt to 20+25 Rt -Y14- DET 20+26 Lt to 20+31 Rt	56.1 44.6	0	0	0
Total	13,320.8	4.47	866.1*	10,608 lf, 4.47 ac.

* Natural stream design mitigation conducted on-site of this project is designated for other projects and does not count towards mitigation of impacts for this project.

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

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

Condition(s) of Certification:

Project Specific Conditions of Certification:

1. Alternating baffles shall be installed in the reinforced concrete box culverts at sites 4B, 10B, and 1C. Revised design drawings detailing the baffles in the above referenced box culverts shall be submitted to the Division of Water Quality, Transportation Permitting Unit within 30 days of the receipt of this water quality certification.
2. We understand that you have chosen to perform compensatory mitigation for impacts to wetlands and streams through an in-lieu payment to the North Carolina Ecosystem Enhancement Program (NCEEP), and that the NCEEP has agreed to implement the mitigation for the project. NCEEP has indicated in a letter dated August 5, 2004 that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project as detailed in the table below.

Type of Impact	Amount of Impact
Riverine Wetlands	4.00 ac
Non-Riverine Wetlands	2.21 ac
Streams	13,320.8 lf

General Conditions of Certification:

3. The dimension, pattern and profile of the stream above and below the crossing should not be modified by widening the stream channel or reducing the depth of the stream. Disturbed floodplains and streams should be restored to natural geomorphic conditions. All stream relocation and restoration activities shall comply with the final natural channel design plans approved by the NC Division of Water Quality.
4. Construction will be conducted in such a manner as to prevent a significant increase in turbidity outside the area of construction or construction-related discharge. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to assure compliance with the appropriate turbidity water quality standard.
 - a. The erosion and sediment control measures for the project must equal or exceed the proper design, installation, operation and maintenance outlined in the most recent version of the North Carolina Sediment and Erosion Control Planning and Design Manual. These devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
 - b. For borrow pit sites, the erosion and sediment control measures must equal or exceed the proper design, installation, operation and maintenance outlined in the most recent version of the North Carolina Surface Mining Manual. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.

3. All sediment and erosion control measures shall not be placed in wetlands or waters to the maximum extent practicable. If placement of sediment and erosion control devices in wetlands and waters is unavoidable, they shall be removed and the natural grade restored after the Division of Land Resources has released the project.
4. If an environmental document is required, this Certification is not valid until a FONSI or ROD is issued by the State Clearinghouse. All water quality-related conditions of the FONSI or ROD shall become conditions of this Certification.
5. No live or fresh concrete shall come into contact with waters of the state until the concrete has hardened.
6. There shall be no excavation from or waste disposal into jurisdictional wetlands or waters associated with this permit without appropriate modification of this permit. Should waste or borrow sites be located in wetlands or stream, compensatory mitigation will be required since it is a direct impact from road construction activities.
7. Excavation of the stream crossings should be conducted in the dry. Sandbags, cofferdams, flexible pipe, or other diversion structures should be used to minimize excavation in flowing water.
8. All channel relocations will be constructed in a dry work area, and stabilized before stream flows are diverted. Channel relocations will be completed and stabilized prior to diverting water into the new channel. Whenever possible, channel relocations shall be allowed to stabilize for an entire growing season. Vegetation used for bank stabilization shall be limited to native woody species, and should include establishment of a 30 foot wide wooded and an adjacent 20 foot wide vegetated buffer on both sides of the relocated channel to the maximum extent practical. A transitional phase incorporating coir fiber and seedling establishment is allowable. Also, rip-rap may be allowed if it is necessary to maintain the physical integrity of the stream, but the applicant must provide written justification and any calculations used to determine the extent of rip-rap coverage requested.
9. Upon completion of the project, the NCDOT shall complete and return the enclosed "Certification of Completion Form" to notify DWQ when all work included in the 401 Certification has been completed. The responsible party shall complete the attached form and return it to the 401/Wetlands Unit of the Division of Water Quality upon completion of the project.
10. Placement of culverts and other structures in waters, streams, and wetlands must be placed below the elevation of the streambed to allow low flow passage of water and aquatic life unless it can be shown to DWQ that providing passage would be impractical. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and down stream of the above structures. The applicant is required to provide evidence that the equilibrium shall be maintained if requested in writing by DWQ.
11. During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S., or protected riparian buffers.

12. All temporary fills in wetlands and surface waters shall be removed upon completion of the project. In addition, the post-construction removal of any temporary bridge structures or fill will need to return the project site to its preconstruction contours and elevations. The revegetation of the impacted areas with appropriate native species will be required.
13. Riparian vegetation must be reestablished within the construction limits of the project by the end of the growing season following completion of construction.
14. Any riprap used must not interfere with thalweg performance and aquatic life passage during low flow conditions.
15. Heavy equipment should be operated from the bank rather than in the stream channel whenever possible in order to minimize sedimentation and reduce the likelihood of introducing other pollutants into the stream. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials.
16. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited.
17. Two copies of the final construction drawings shall be furnished to NCDWQ prior to the pre-construction meeting. Written verification shall be provided that the final construction drawings comply with the attached permit drawings contained in the application dated May 11, 2004.
18. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by orange fabric fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification.
19. NCDOT, and its authorized agents, shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State law and Federal law. If DWQ determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, DWQ may reevaluate and modify this certification to include conditions appropriate to assure compliance with such standards and requirements in accordance with 15A NCAC 2H.0507(d). Before modifying the certification, DWQ shall notify NCDOT and the US Army Corps of Engineers, provide public notice in accordance with 15A NCAC 2H.0503 and provide opportunity for public hearing in accordance with 15A NCAC 2H.0504. Any new or revised conditions shall be provided to NCDOT in writing, shall be provided to the United States Army Corps of Engineers for reference in any permit issued pursuant to Section 404 of the Clean Water Act, and shall also become conditions of the 404 Permit for the project.
20. A copy of this Water Quality Certification shall be posted on the construction site at all times. In addition, the Water Quality Certification (and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager.

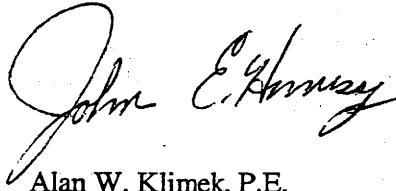
21. Culverts that are less than 48-inch in diameter should be buried to a depth equal to or greater than 20% of their size to allow for aquatic life passage. Culverts that are 48-inch in diameter or larger should be buried at least 12 inches below the stream bottom to allow natural stream bottom material to become established in the culvert following installation and to provide aquatic life passage during periods of low flow. These measurements must be based on natural thalweg depths.

Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. This Certification shall become null and void unless the above conditions are made conditions of the Federal 404 and/or Coastal Area Management Act Permit. This Certification shall expire upon the expiration of the 404 permit.

If this Certification is unacceptable to you have the right to an adjudicatory hearing upon written request within sixty (60) days following receipt of this Certification. This request must be in the form of a written petition conforming to Chapter 150B of the North Carolina General Statutes and filed with the Office of Administrative Hearings, P.O. Box 27447, Raleigh, N.C. 27611-7447. If modifications are made to an original Certification, you have the right to an adjudicatory hearing on the modifications upon written request within sixty (60) days following receipt of the Certification. Unless such demands are made, this Certification shall be final and binding.

This the 13th day of September 2004

DIVISION OF WATER QUALITY



Alan W. Klimek, P.E.
Director

WQC No. 3476

SPECIAL CONDITIONS (ACTION ID: 200431320; NCDOT/TIP NO. R-2206B/B)

1. All work authorized by this permit must be performed in strict compliance with the attached plans, which are a part of this permit.
2. All conditions of Section 401, Clean Water Act, Water Quality Certification No. 3476, issued by the North Carolina Division of Water Quality on September 21, 2004, will be regarded as conditions of this Department of the Army (DA) permit.
3. The permittee shall schedule a preconstruction meeting between their representatives, the contractor and a representative of the Corps of Engineers, Asheville Regulatory Field Office prior to any work in jurisdictional waters and wetlands to ensure that there is a mutual understanding of all terms and conditions contained in this DA permit. The permittee shall notify the Corps of Engineers a minimum of thirty (30) days in advance of the meeting.
4. The permittee and his contractors and/or agents shall not excavate, fill or perform mechanized land clearing at any time in the construction or maintenance of this project within waters and/or wetlands except as authorized by this permit or any modification to this permit. There shall be no excavation from, waste disposal into, or degradation of jurisdictional waters or wetlands associated with this permit without the necessary modification of this permit to include appropriate compensatory mitigation. This prohibition applies to all borrow and fill activities associated with this project.
5. To ensure that all borrow and waste activities occur on uplands and do not result in the degradation of adjacent waters and wetlands, except as authorized by this permit, the permittee shall require its contractors and/or agents to identify all areas to be used to borrow material or to dispose of dredged, fill or waste material. The permittee will coordinate with the Corps of Engineers before approving any borrow or waste sites that are within 400 feet of any stream or wetland by providing appropriate map(s) indicating the location (s) of such borrow or waste sites. The permittee shall ensure that all such areas comply with Special Condition No. 4 of this permit and shall require and maintain documentation of the location and characteristics of all borrow and disposal sites associated with this project. This documentation will include data regarding soils, vegetation and hydrology sufficient to clearly demonstrate compliance with Special Condition No. 4 above. All information will be available to the Corps of Engineers upon request. The permittee shall require its contractors to complete and execute reclamation plans for each waste and borrow site and provide written documentation that the reclamation plans have been implemented and all work is completed. This documentation will be provided to the Corps of Engineers within 30 days of the completion of the reclamation work.
6. The permittee shall require his contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project and shall provide each of his contractors and/or agents associated with the construction or maintenance of this project with a copy of this permit.

7. The permittee will ensure that the construction design plans for this project do not deviate from the permit plans attached to this authorization. Any deviations in the construction design plans will be brought to the attention of the Corps of Engineers, Asheville Regulatory Field Office prior to any active construction in waters or wetlands.

8. Adequate sedimentation and erosion control measures must be implemented prior to any ground disturbing activities to minimize impacts to downstream aquatic resources. These measures must be inspected and maintained regularly, especially following rainfall events. Temporary or permanent herbaceous should be planted on all bare soil within 15 days of ground disturbing activities. Tall fescue should not be used in riparian areas. Erosion control matting should be used in riparian areas instead of mulch.

9. During the clearing phase of the project, heavy equipment must not be operated in surface waters or stream channels. Temporary stream crossings will be used to access the opposite sides of stream channels. Grubbing of riparian vegetation will not occur until immediately before construction begins on a given segment of stream channel.

10. All temporary diversion channels and stream crossings will be constructed of non-erodable materials. Any such structures located outside of the authorized construction limits of the project will be reported in writing to the Corps of Engineers, Asheville Regulatory Field Office, together with a location map and restoration plan for any necessary permit modification.

11. All authorized culverts will be installed to allow the passage of low stream flows and the continued movement of fish and other aquatic life as well as to prevent head-cutting of the streambed. For all box culverts and for pipes greater than 48 inches in diameter, the bottom of the pipe will be buried at least one foot below the bed of the stream. For culverts 48 inches in diameter or smaller, the bottom of the pipe must be buried below the bed of the stream to a depth equal to or greater than 20 percent of the diameter of the culvert. Wet concrete will be isolated from contact with any flowing streams.

12. In order to allow for the continued movement of bed load and aquatic organisms, existing stream channel widths and depths will be maintained at the inlet and outlet ends of culverts. Riprap armoring of streams at culvert inlets and outlets shall be minimized above the ordinary high water elevation in favor of bioengineering techniques such as bank sloping, erosion control matting and re-vegetation with deep-rooted, woody plants. Riprap should not interfere with aquatic life passage during low flow conditions.

13. All mechanized equipment operating near surface waters shall be regularly inspected to prevent contamination of streams from leakage of fuels, lubricants, hydraulic fluids or other toxic materials. No equipment staging or storage of construction material will occur in wetlands. Hydroseeding equipment will not be discharged or washed out into any surface waters or wetlands.

14. The authorized channel relocation at Permit Sites 10B and 1C2 will be constructed in a dry work area and stabilized before stream flow is diverted through it. The Corps of Engineers, Asheville Regulatory Field Office will be notified in advance by facsimile transmission or

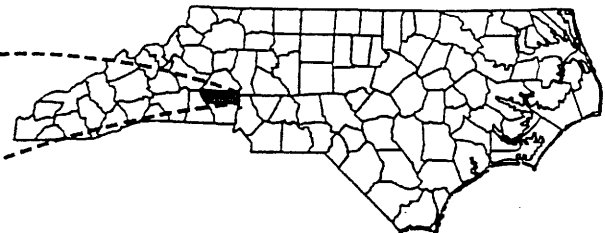
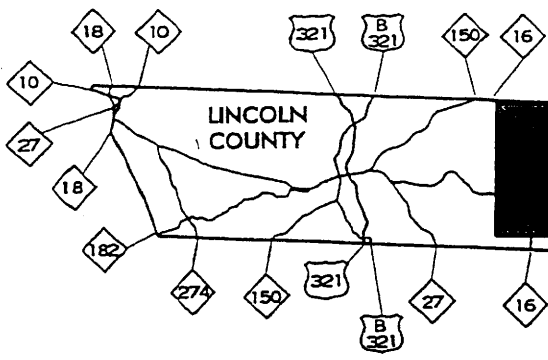
electronic mail of the intended diversion of water into the new channels. The banks and buffer areas of the relocated channels will be planted with appropriate species of native deep-rooted, woody vegetation. A final inspection of the channel relocation by a representative of the Corps of Engineers, Asheville Regulatory Field Office will be conducted prior to completion of the road project. Field revisions to the relocation plans, including in-stream structures, may be directed by the Corps where needed to provide channel stability.

15. Compensatory mitigation for unavoidable impacts to 4.0 acres of riverine, 2.22 acres of non-riverine wetlands and 13,321 linear feet of stream channel shall be provided by the Ecosystem Enhancement Program (EEP) as outlined in the August 5, 2004 letter from William D. Gilmore, EEP Transition Manager. The EEP will use existing assets to provide 0.3 acres of riverine wetland restoration and 1.87 acres of non-riverine wetland restoration in the Upper Catawba River Basin (Hydrologic Cataloging Unit 03050101). The EEP will also provide 37.0 acres of preservation of riverine wetlands at the Drowning Creek II/Rankin Site in Richmond and Moore Counties (34.0 acres) and at the Allen Site in Wake County (3.0 acres); 3.55 acres of preservation of non-riverine wetlands at the Drowning Creek II/Rankin Site in Richmond and Moore Counties; and a total of 113,210 linear feet of preservation of warm water stream channel at the Linville White Creek Site in Burke County (45,863 feet), at the Broad River Greenway Site in Cleveland County (67,050 feet), and at the Drowning Creek II/Rankin Site in Richmond and Moore Counties (903 feet) in the Southern Piedmont Eco-Region; and 19,393 linear feet of preservation of warm water stream channel at the Haw River/Duke Forest Site in Chatham County in the Central Piedmont Eco-Region which have been acquired and protected by the EEP. In addition to the above compensation, pursuant to the EEP Memorandum of Agreement (MOA) between the State of North Carolina and the US Army Corps of Engineers signed on July 22, 2003, the EEP will provide a minimum of 3.99 acres of restoration of riverine wetlands, 2.22 acres of restoration of non-riverine wetlands and 13,321 linear feet of restoration of warm water stream channel in the Upper Catawba River Basin (Hydrologic Cataloging Unit 03050101) by July 22, 2005 and half of the proposed preservation mitigation would be available at that time for mitigation for other project impacts.

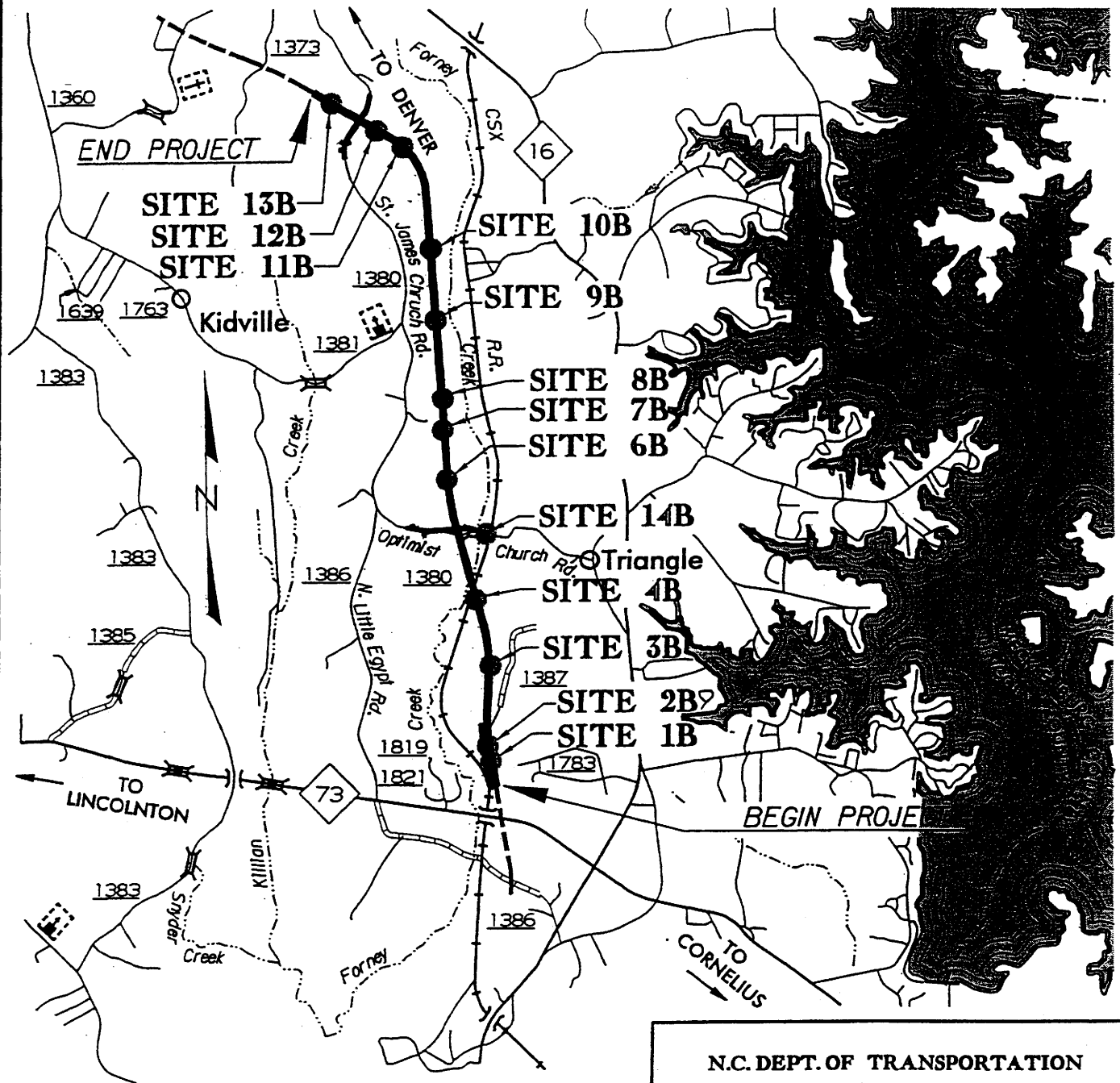
16. Low-elevation, alternating baffles will be constructed within the authorized single-cell box culverts at Permit Sites 4B, 10B and 1C at intervals sufficient to retain bed material and provide aquatic life passage at low flow conditions.

17. The permittee will report any violations of the above conditions and any violation of Section 404 of the Clean Water Act from unauthorized work in writing to the Wilmington District, US Army Corps of Engineers within 24 hours of the violation.

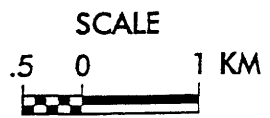
176



SEE INSET BELOW



LOCATION MAP



NOTE: SITE 5B REMOVED DUE TO NO IMPACT

N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

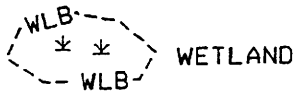
PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

SHEET 1 OF 35

1/16/04

LEGEND

---WLB--- WETLAND BOUNDARY



DENOTES FILL IN WETLAND

DENOTES DRAINED WETLAND

DENOTES SURFACE WATER IMPACT (NATURAL)

DENOTES SURFACE WATER IMPACT (POND)

DENOTES TEMPORARY FILL IN WETLAND

DENOTES EXCAVATION IN WETLAND

DENOTES TEMPORARY FILL IN SURFACE WATER

DENOTES MECHANIZED CLEARING

←← FLOW DIRECTION

TOP OF BANK

EDGE OF WATER

PROP. LIMIT OF CUT

PROP. LIMIT OF FILL

PROP. RIGHT OF WAY

NATURAL GROUND

PROPERTY LINE

TEMP. DRAINAGE EASEMENT

PERMANENT DRAINAGE EASEMENT

EXIST. ENDANGERED ANIMAL BOUNDARY

EXIST. ENDANGERED PLANT BOUNDARY

WATER SURFACE

LIVE STAKES

BOULDER

COIR FIBER ROLLS

ADJACENT PROPERTY OWNER OR PARCEL NUMBER

PROPOSED BRIDGE

PROPOSED BOX CULVERT

PROPOSED PIPE CULVERT

(DASHED LINES DENOTE EXISTING STRUCTURES)

SINGLE TREE

WOODS LINE

DRAINAGE INLET

ROOTWAD

VANE

RIP RAP

RIP RAP ENERGY DISSIPATOR BASIN

N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

Project No. 8.1830501 (R-2206B)

Property Owner List

Property NO.	Name DB and Pg	Address
(1)	ARLIE PARK, INC. DB 828 Pg 687, 688	P.O. Box 9 Lincolnton, NC 28093
(2)	CATAWBA SPRINGS LAND CO. DB 657 Pg 387, 396 DB 671 Pg 102-104	P.O. Box 9 Lincolnton, N.C. 28093
(3)	EAST LINCOLN LAND CO. INC. DB 711 Pg 505 TRACT 3,4,7	P.O. Box 9 Lincolnton, N.C. 28093
(4)	MICHAEL LANDIS BRYANT DB 895 Pg 588 TRACT 2	7036 Dorn Circle Charlotte, N.C. 28212
(5)	CSX Railroad	229 Nolichucky Avenue Erwin, Tenn. 37650
(6)	CATAWBA SPRINGS LAND CO. DB 657 Pg 387 TRACT 2 PARCEL 4	P.O. Box 9 Lincolnton, N.C. 28093
(7)	EAST LINCOLN LAND COMPANY DB 711 Pg 510 TRACT 2,6,11	P.O. Box 9 Lincolnton, N.C. 28093
(8)	HAYWOOD W. THOMPSON ROSA C. THOMPSON DB 344 Pg 331	2022 St. James Church Road Denver, N.C. 28037
(9)	CATAWBA SPRINGS HUNTING CLUB DB 653 Pg 493 DB 729 Pg 50 DB 699 Pg 592	P.O. Box 483 Denver, N.C. 28037

(continued)

N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

Project No. 8.1830501 (R-2206B)

Property Owner List

Property NO.	Name DB and Pg	Address
(10)	WILLIAM SHIPP HEIRS DB 134 Pg 479	322 Auten Street Charlotte, N.C. 28208
(11)	DALLAS VANESS BARKER DB 707 Pg 556	2838 St. James Church Road Denver, N.C. 28037
(12)	CALLAWAY HOMES INC. DB 649 Pg 251	P.O. Box 448 3525 St James Church Road Denver NC 28037
(13)	JOY L. FLOYD, LORETTA BLANTON & DEANE L. SAIN DB 571 Pg 353	328 E. Congress St. Lincolnton, N.C. 28092
(14)	TERRY C. LOVE MELODY LAWING LOVE DB 611 Pg 637	7764 Optmist Club Road Denver, N.C. 28037

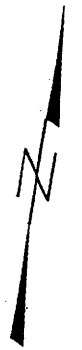
N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

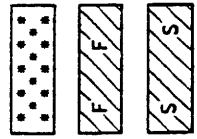
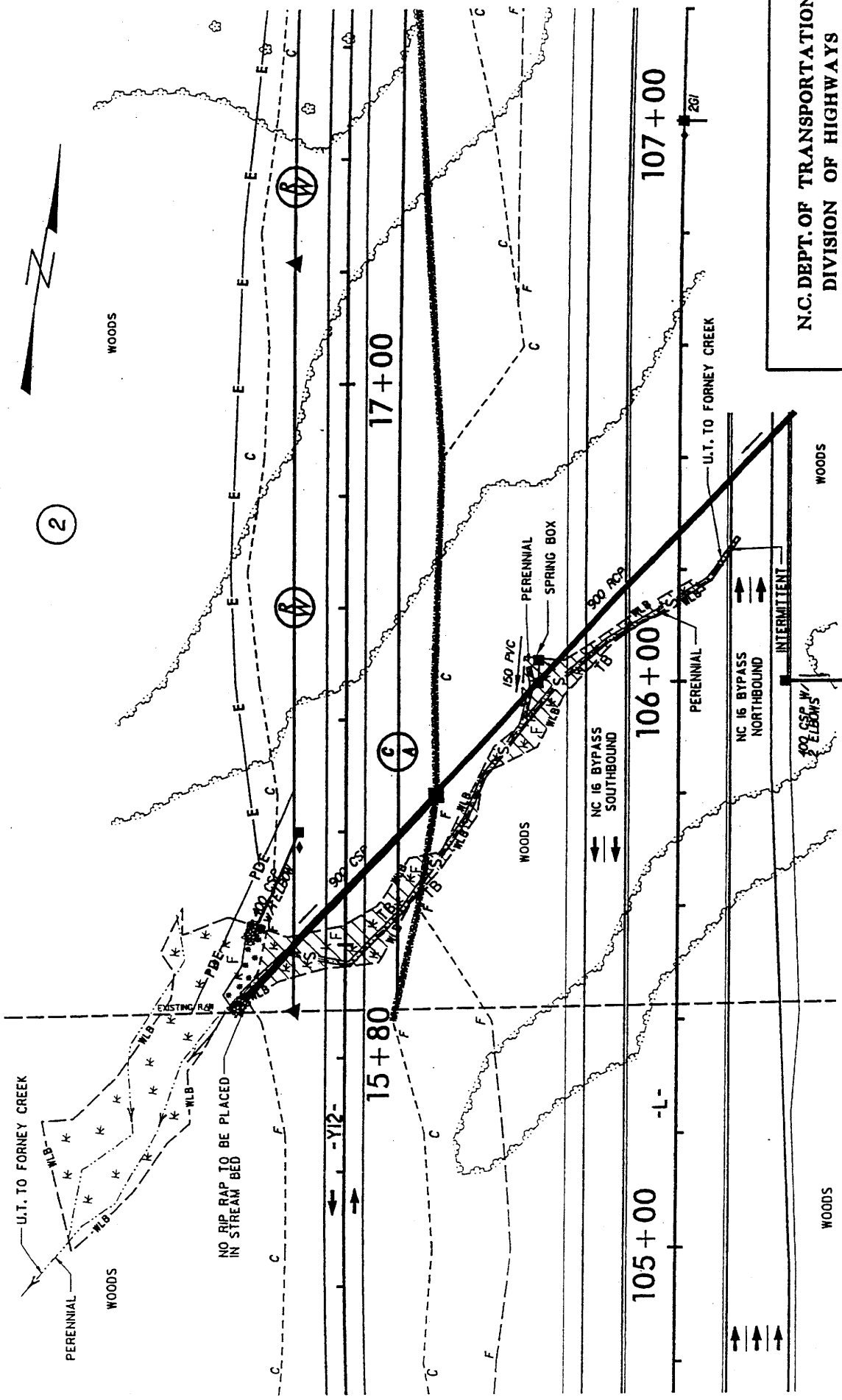
PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

SHEET 4 OF 35

1/16/04



2



DENOTES MECHANIZED CLEARING

DENOTES FILL IN WETLANDS

DENOTES SURFACE WATER IMPACT (NATURAL)

PLAN VIEW SITE 1B



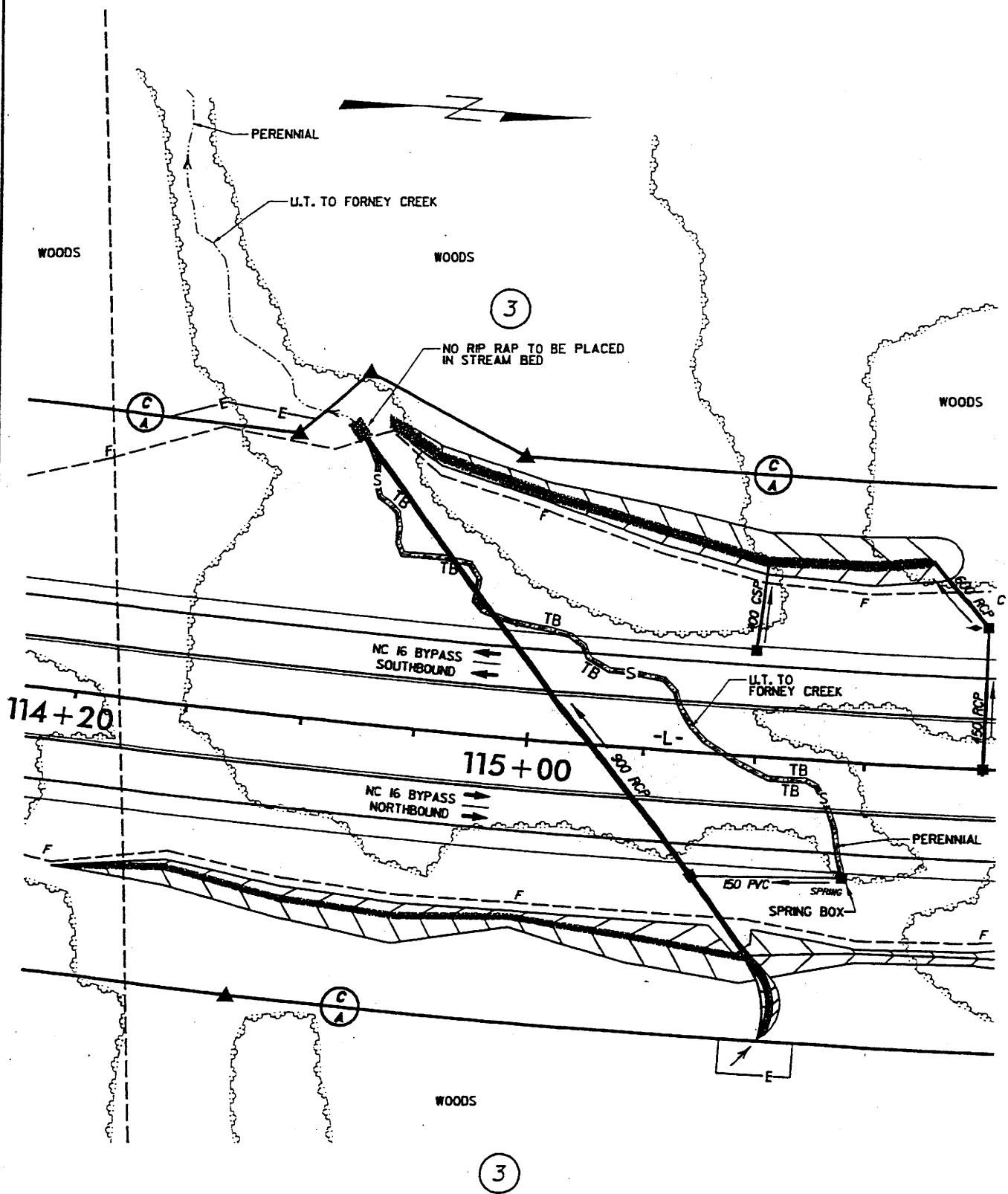
N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

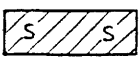
SHEET 5 OF 35

1/16/04



**PLAN VIEW
SITE 2B**

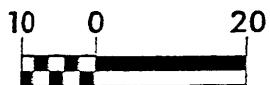
DENOTES SURFACE WATER
IMPACT (NATURAL)



**N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS**

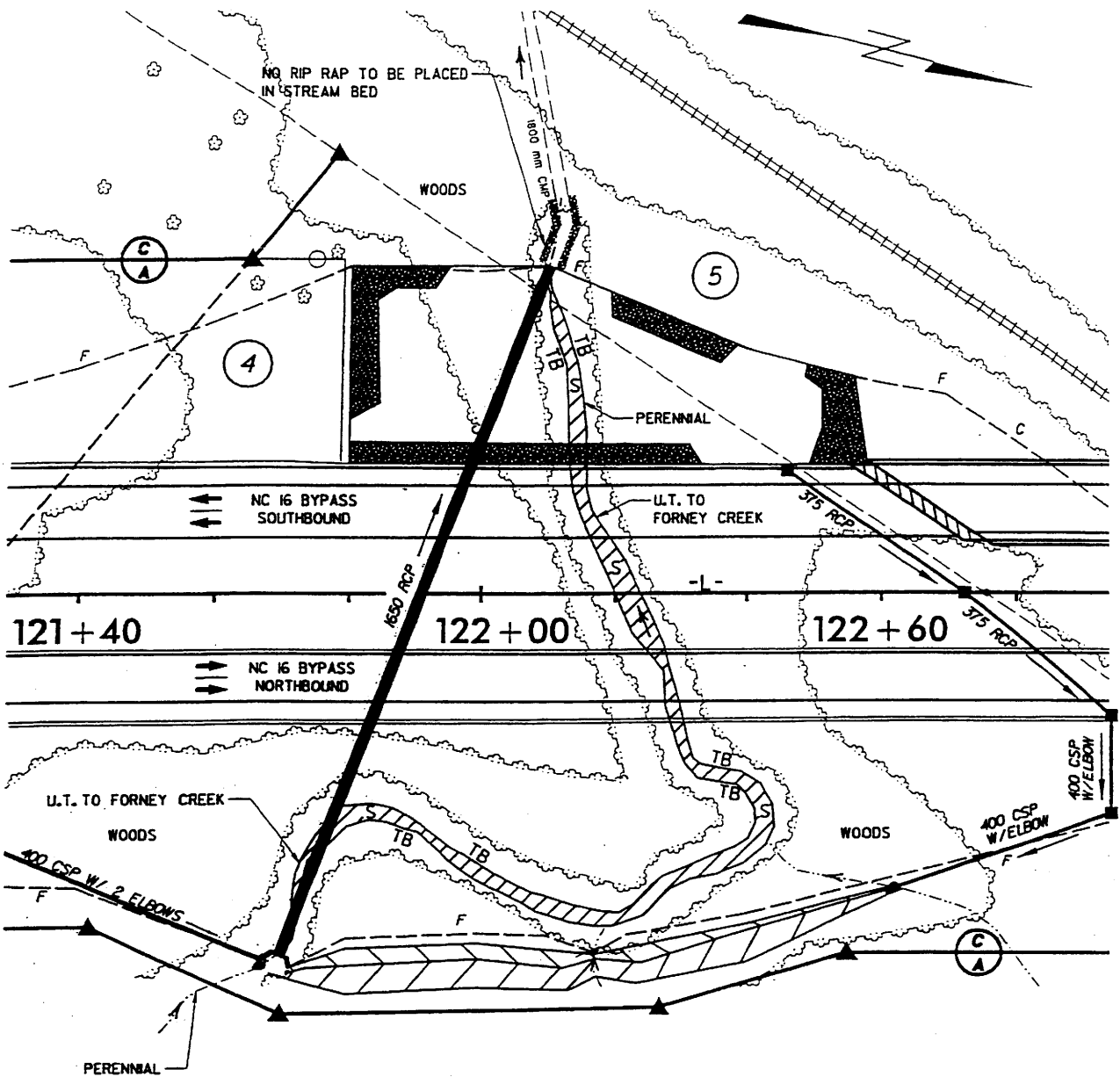
LINCOLN COUNTY

**PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS**



SHEET 6 OF 35

1/16/04



**PLAN VIEW
SITE 3B**

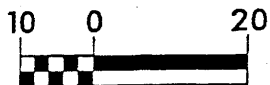
DENOTES SURFACE WATER
IMPACT (NATURAL)



**N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS**

LINCOLN COUNTY

**PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS**



WOODS

7

U.T. TO FORNEY CREEK

PERENNIAL

WOODS

NC 16 BYPASS
SOUTHBOUND

132 + 00

133 + 00

NC 16 BYPASS
NORTHBOUND

NO RIP RAP TO BE PLACED
IN STREAM BED

PERENNIAL

WOODS

WOODS

U.T. TO FORNEY CREEK

PLAN VIEW SITE 4B

DENOTES SURFACE WATER
IMPACT (NATURAL)



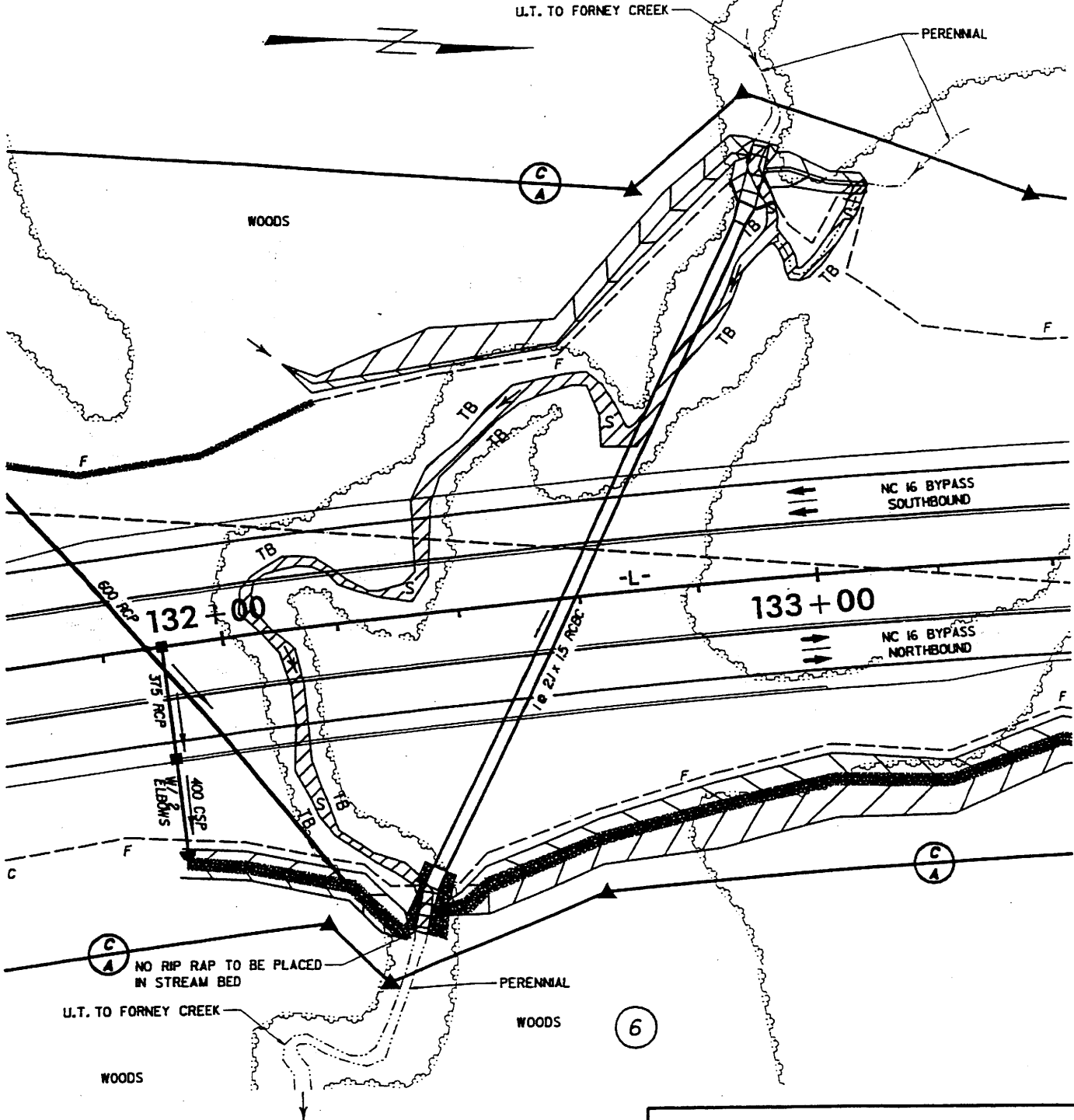
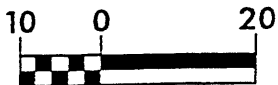
N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 81830501 (R-2206B)
NC-16 BYPASS

SHEET 8 OF 35

1/16/04



240

240

235

235

230

230

225

100
225

220

220

-L- PROFILE GRADE LINE

PVC STA. 133+00.000 -L-
EL. = 236.562

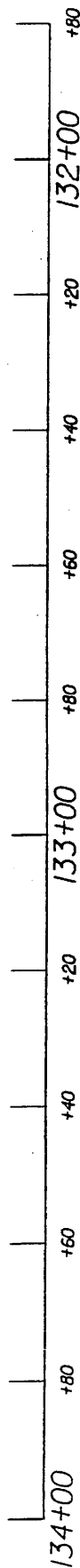
(+) 2.1900%

1 @ 2.1m x 1.5m RCBC

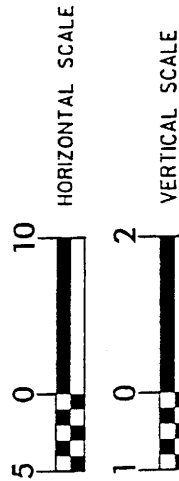
EXISTING GROUND LINE
AT RCBC INLET

EXISTING STREAM BED

PROPOSED STREAM BED



PROFILE SITE 4B

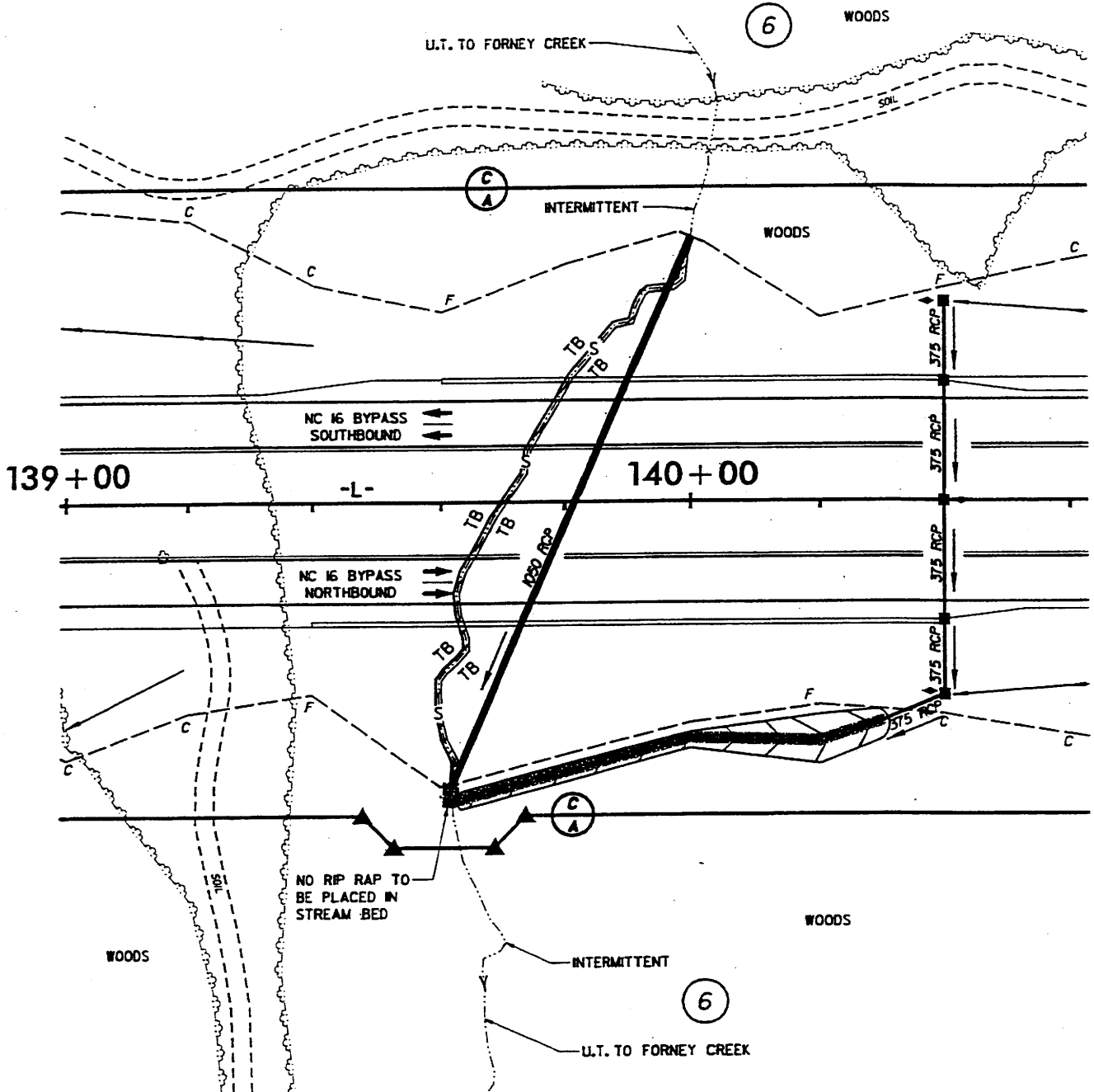
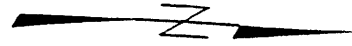


N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

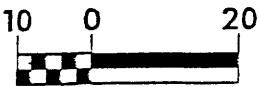
PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

SHEET 9 OF 35 1/16/04



PLAN VIEW SITE 6B

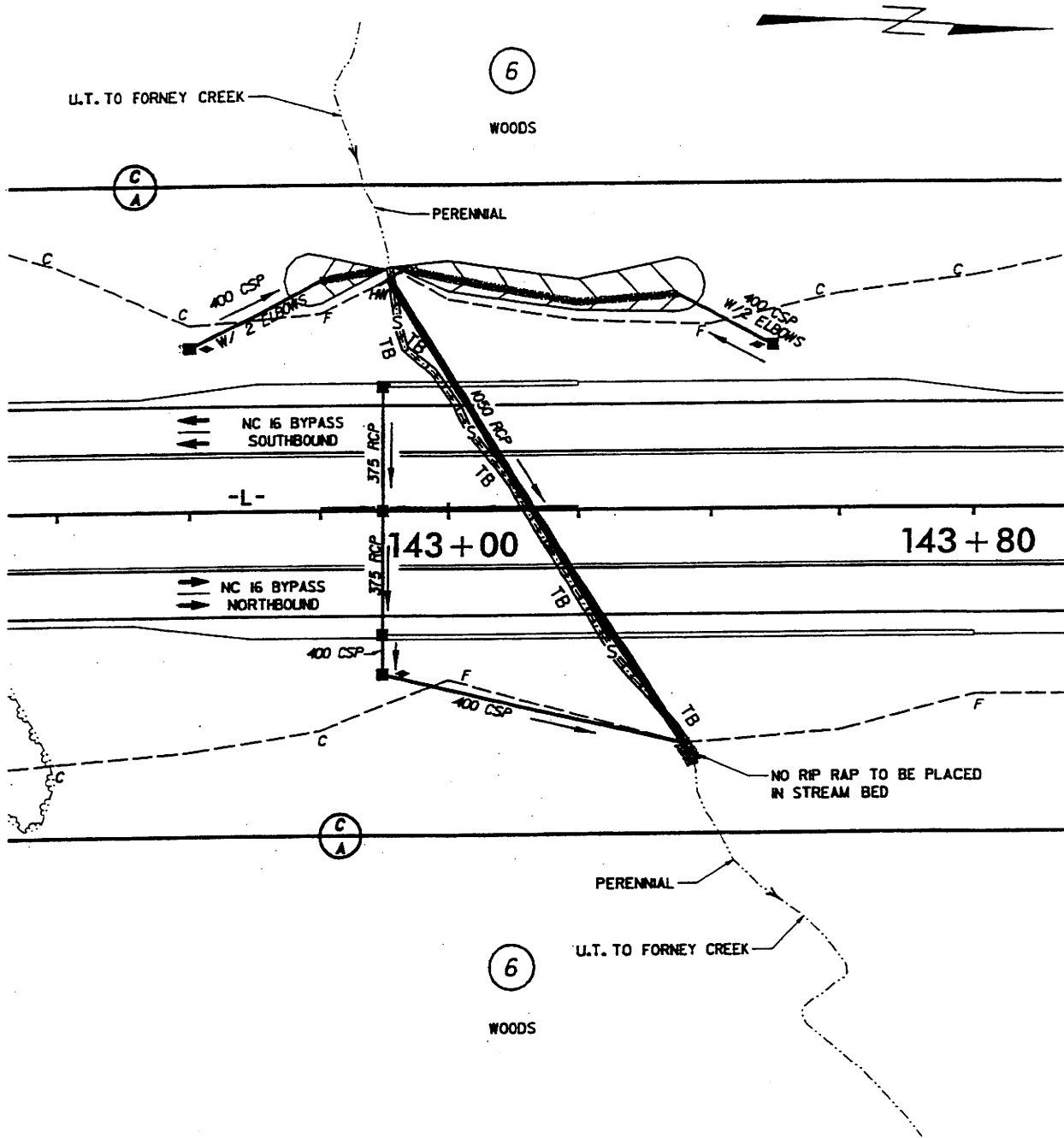
DENOTES SURFACE WATER
IMPACT (NATURAL)



N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

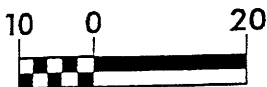
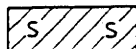
LINCOLN COUNTY

PROJECT: 81830501 (R-2206B)
NC-16 BYPASS



PLAN VIEW
SITE 7B

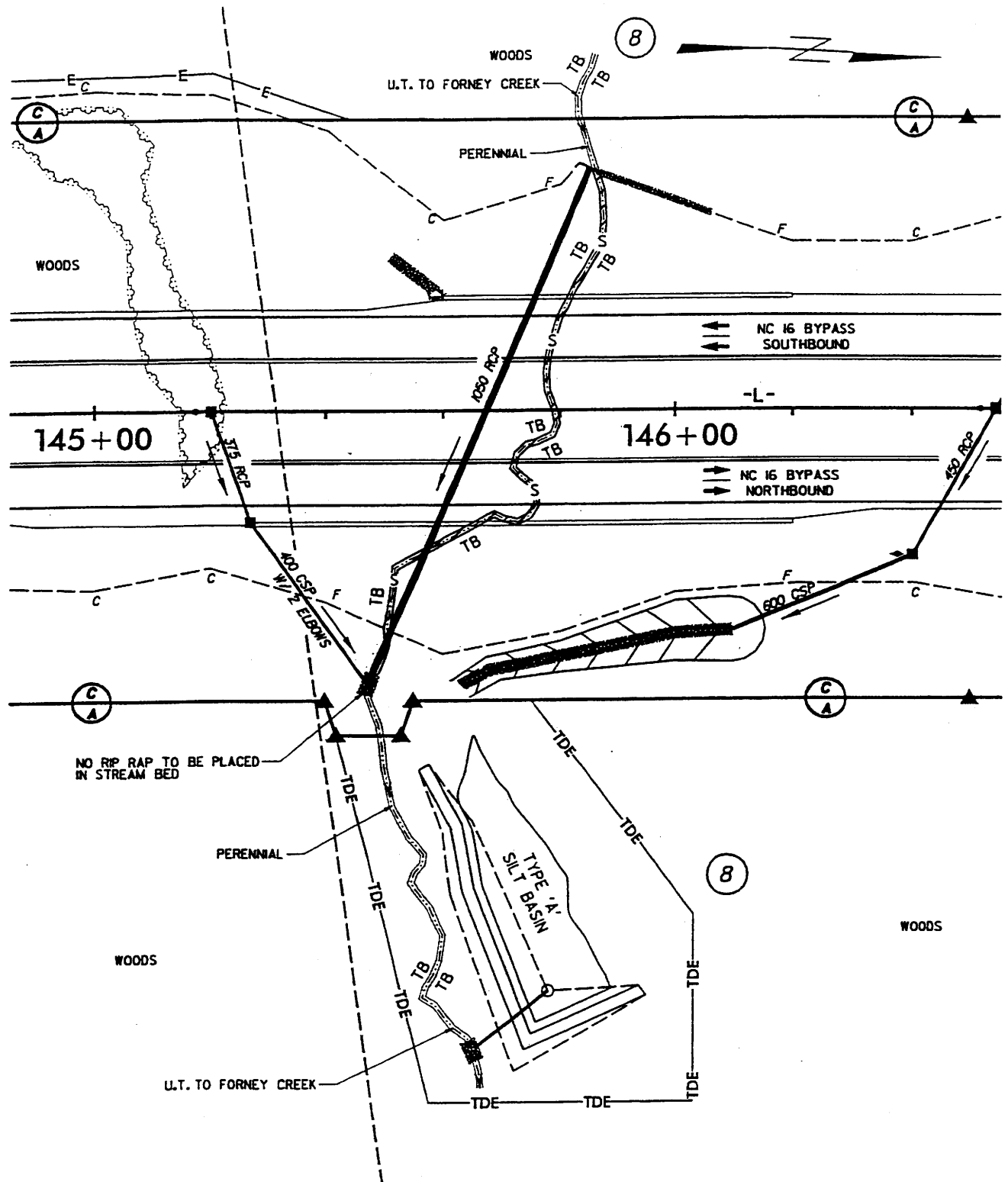
DENOTES SURFACE WATER
IMPACT (NATURAL)



N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

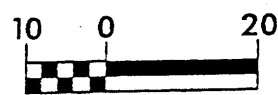
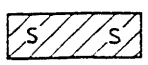
PROJECT: 81830501 (R-2206B)
NC-16 BYPASS



NO RIP RAP TO BE PLACED IN STREAM BED

PLAN VIEW SITE 8B

DENOTES SURFACE WATER IMPACT (NATURAL)



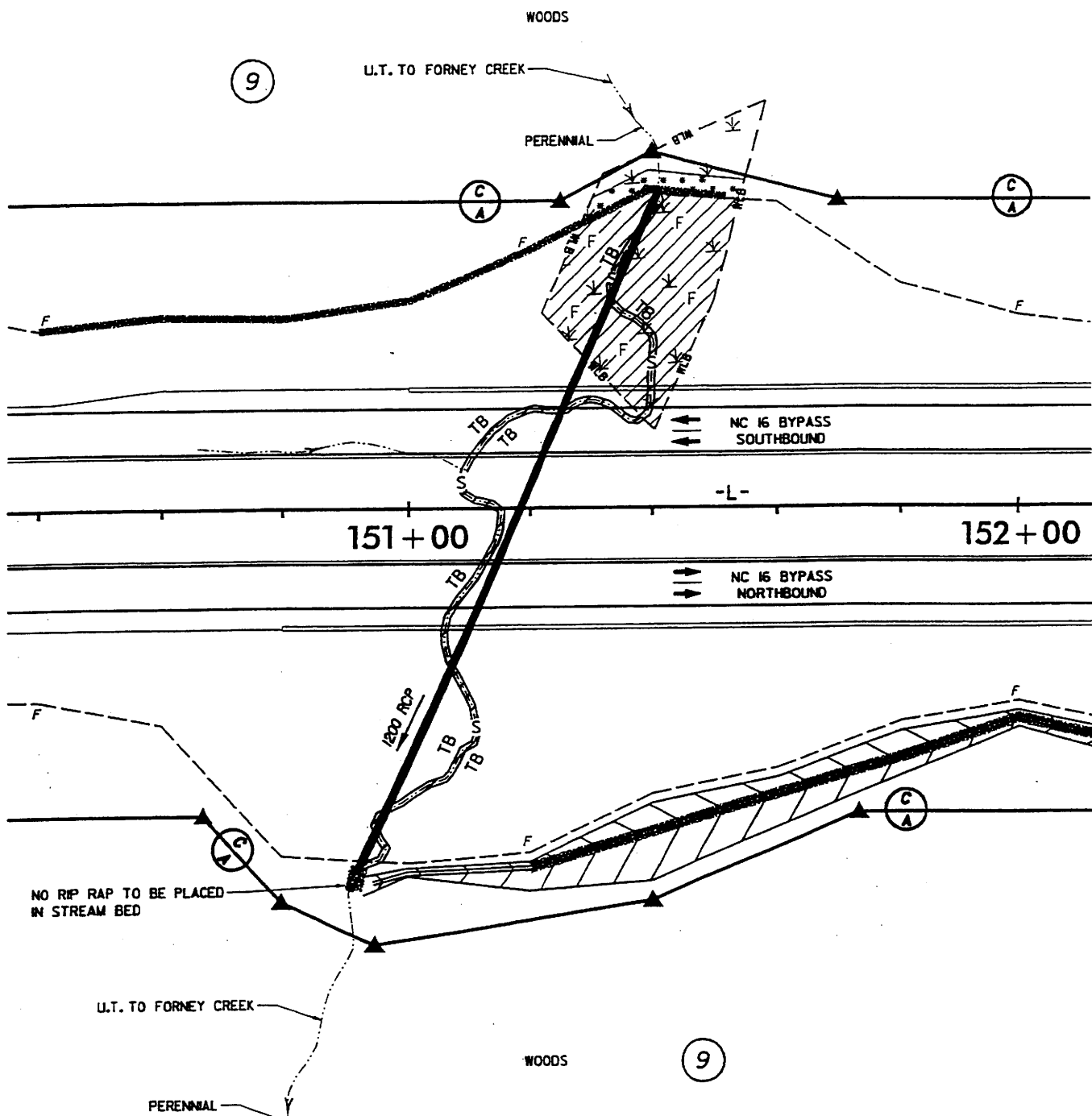
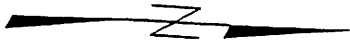
N.C. DEPT. OF TRANSPORTATION
 DIVISION OF HIGHWAYS

LINCOLN COUNTY




PROJECT: 8.1830501 (R-2206B)
 NC-16 BYPASS

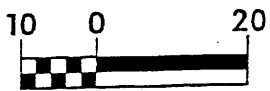
SHEET 12 OF 35

1/16/04



**PLAN VIEW
SITE 9B**

- DENOTES FILL IN WETLANDS 
- DENOTES MECHANIZED CLEARING 
- DENOTES SURFACE WATER IMPACT (NATURAL) 



N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

SHEET 13 OF 35

1/16/04



-L-

156+00

157+00

40000 END GUTTER
SPL'D BERM

154

20' (BT)

40' (SB)

FUT. CAT-1

NC 16 BYPASS
NORTHBOUND

FUT. GRAU-350

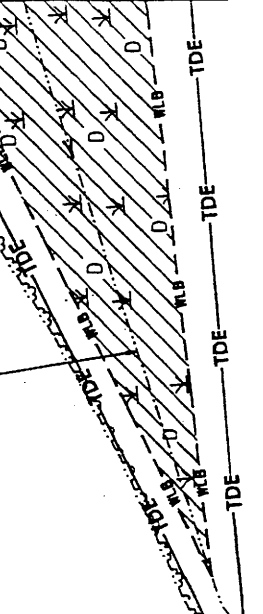
C



WOODS

9

U.T. TO FORNEY CREEK



MATCHLINE B-B

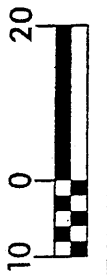
189

PLAN VIEW SITE 10B

N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
LINCOLN COUNTY
PROJECT: 81830501 (R-2906B)
NC-16 BYPASS



DENOTES DRAINED
WETLANDS

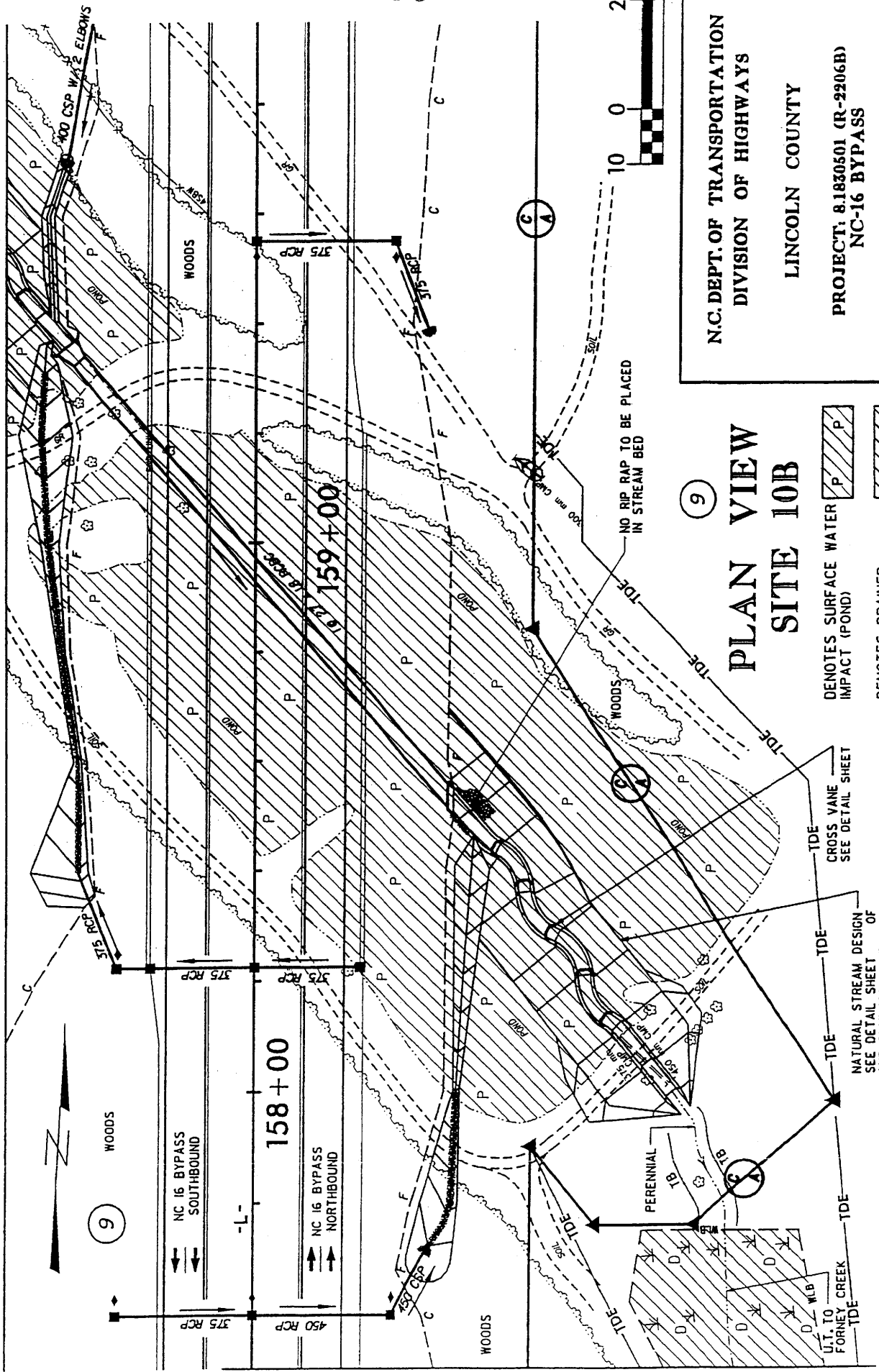


SHEET 14 OF 35

1/16/04

MATCHLINE A-A

MATCHLINE B-B



9

9

PLAN VIEW SITE 10B

DENOTES SURFACE WATER IMPACT (POND) P
 DENOTES DRAINED WETLANDS D

NO RIP RAP TO BE PLACED IN STREAM BED



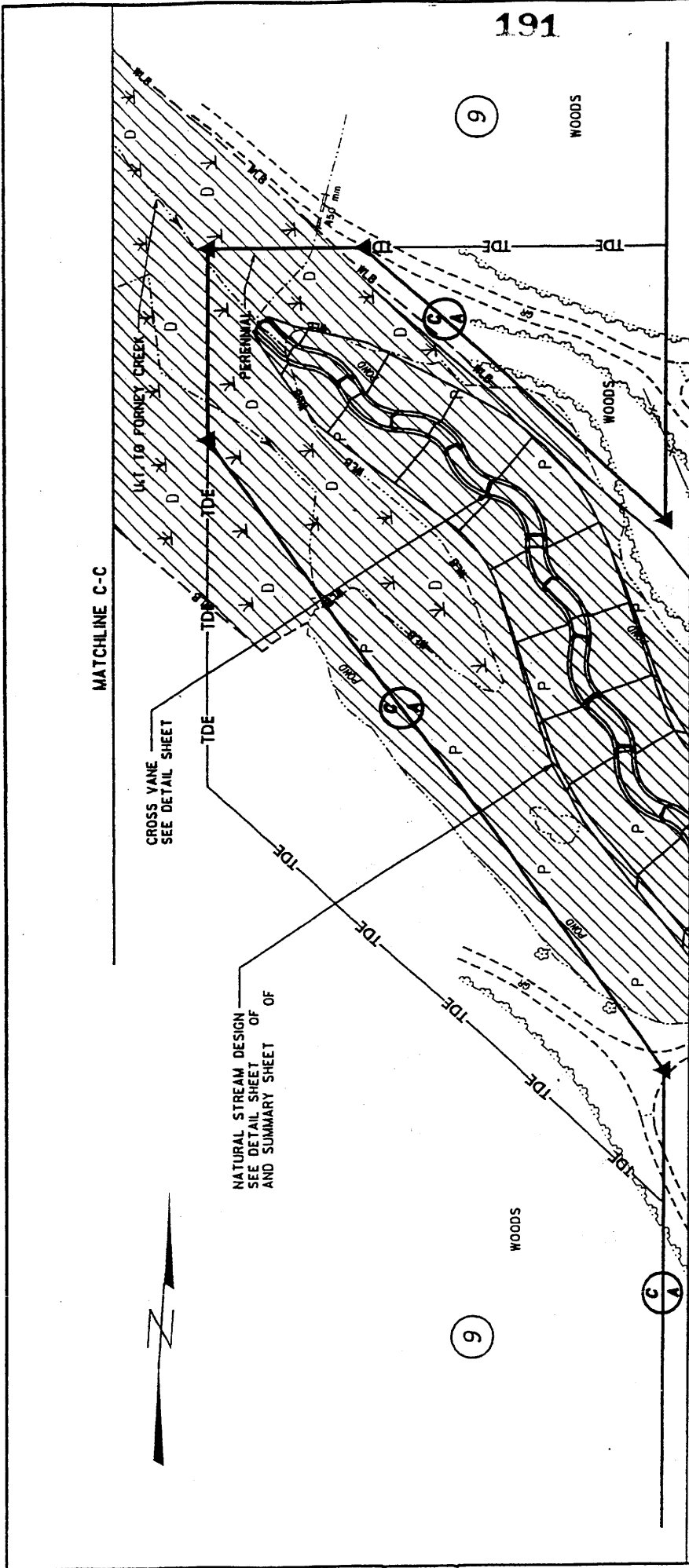
N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 8.1850501 (R-2206B)
NC-16 BYPASS

SHEET 15 OF 35

1/16/04



PLAN VIEW SITE 10B

N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

SHEET 16 OF 35

1/16/04

DENOTES SURFACE WATER
IMPACT (POND)

DENOTES DRAINED
WETLAND



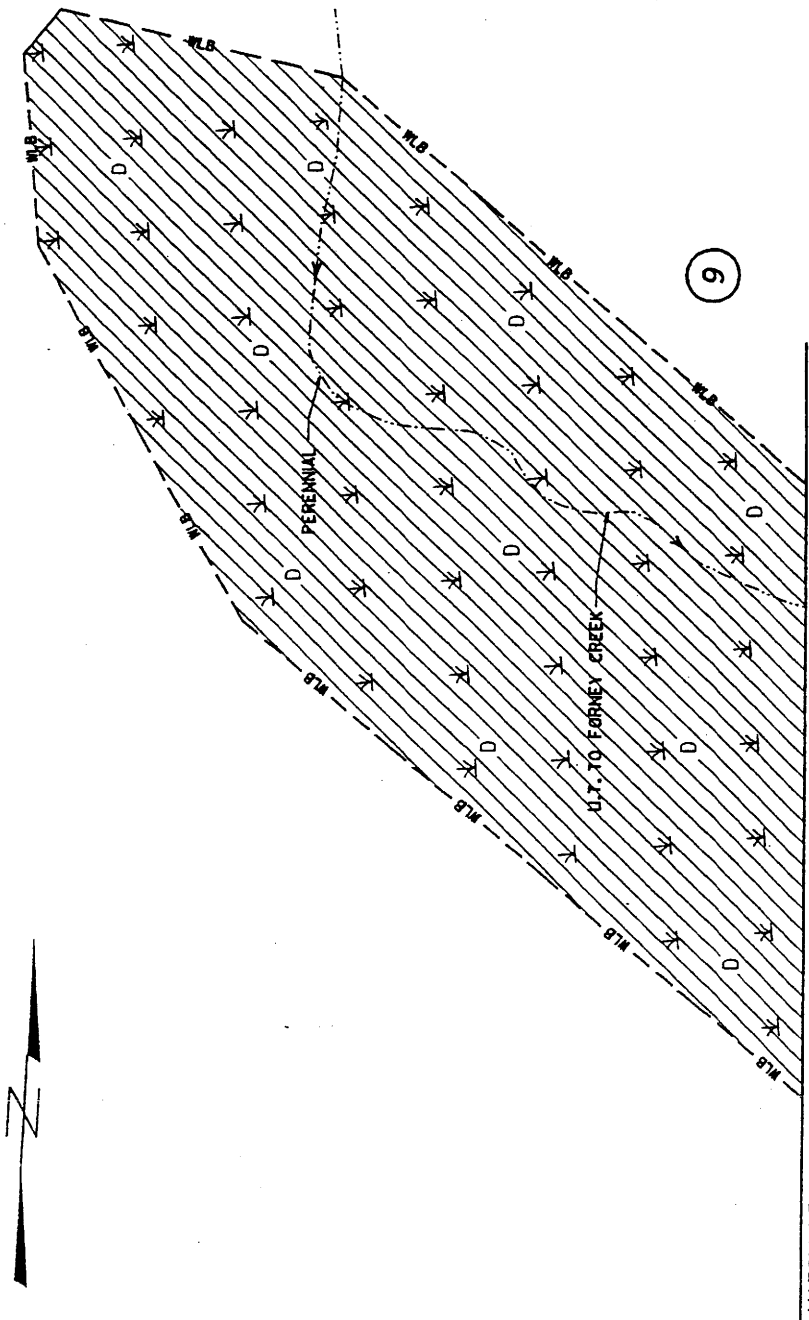
N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

SHEET 17 OF 35

1/16/04

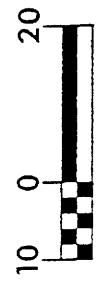


MATCHLINE C-C

PLAN VIEW SITE 10B



DENOTES DRAINED
WETLAND



245

245

240

240

235

235

230

193
230

225

225

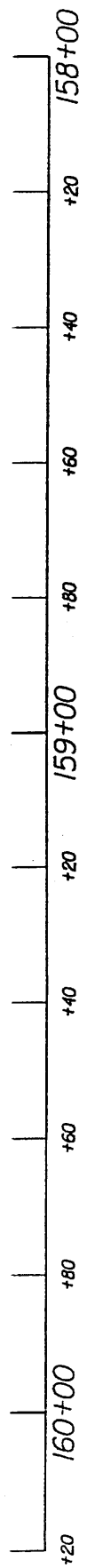
--L-- PROFILE GRADE LINE

1 @ 2.7m x 1.8m RCBC

EXISTING GROUND LINE
AT RCBC INLET

EXISTING BOTTOM OF POND
PROPOSED STREAM BED

NOTE: INVERTS OF CULVERT ARE SET 0.3m (1.0')
BELOW STREAM TO ALLOW FORMATION OF
NATURAL BED



PROFILE SITE 10B



HORIZONTAL SCALE



VERTICAL SCALE

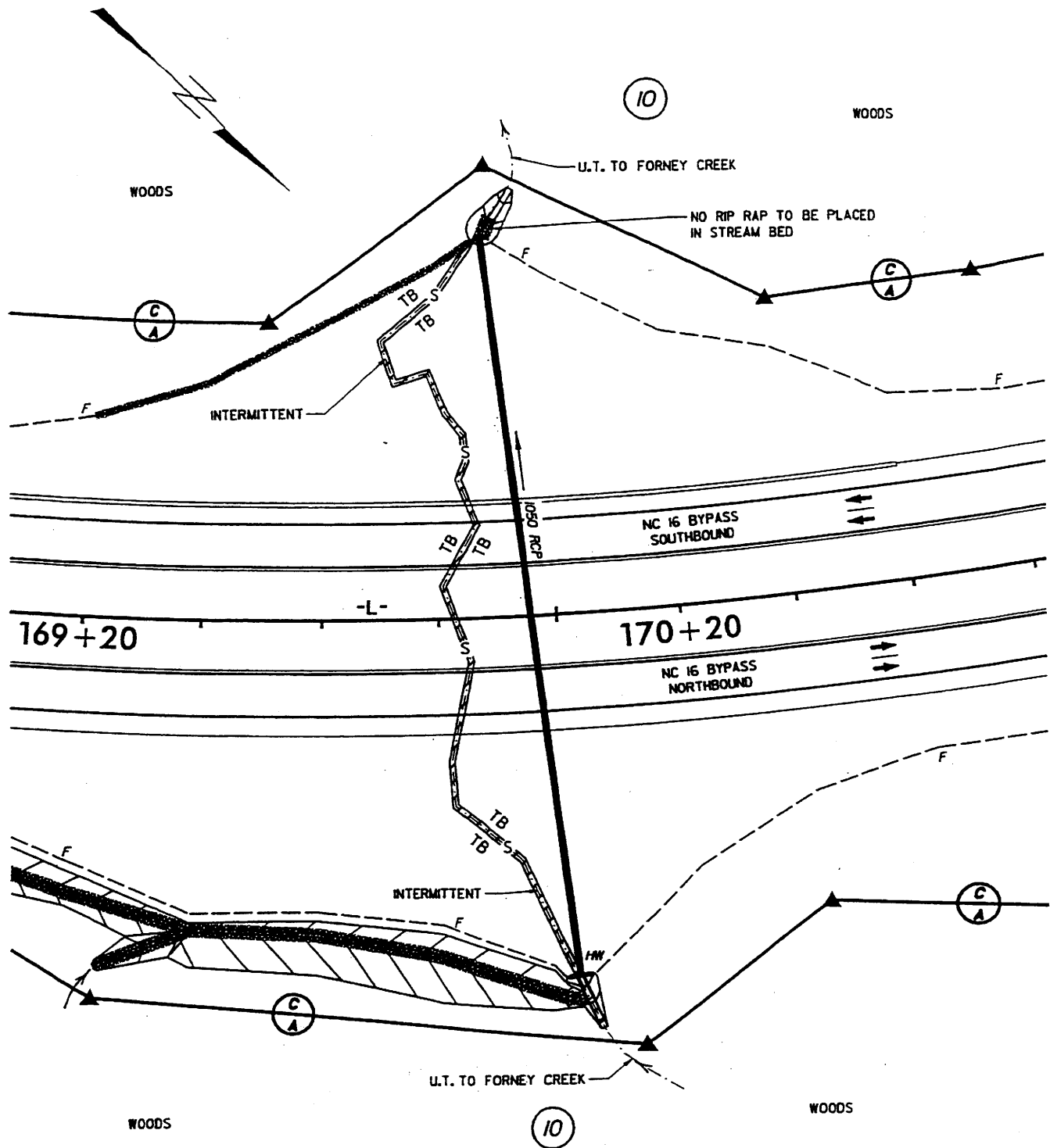
N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

SHEET 18 OF 35

1/16/04



**PLAN VIEW
SITE 11B**

DENOTES SURFACE WATER
IMPACT (NATURAL)



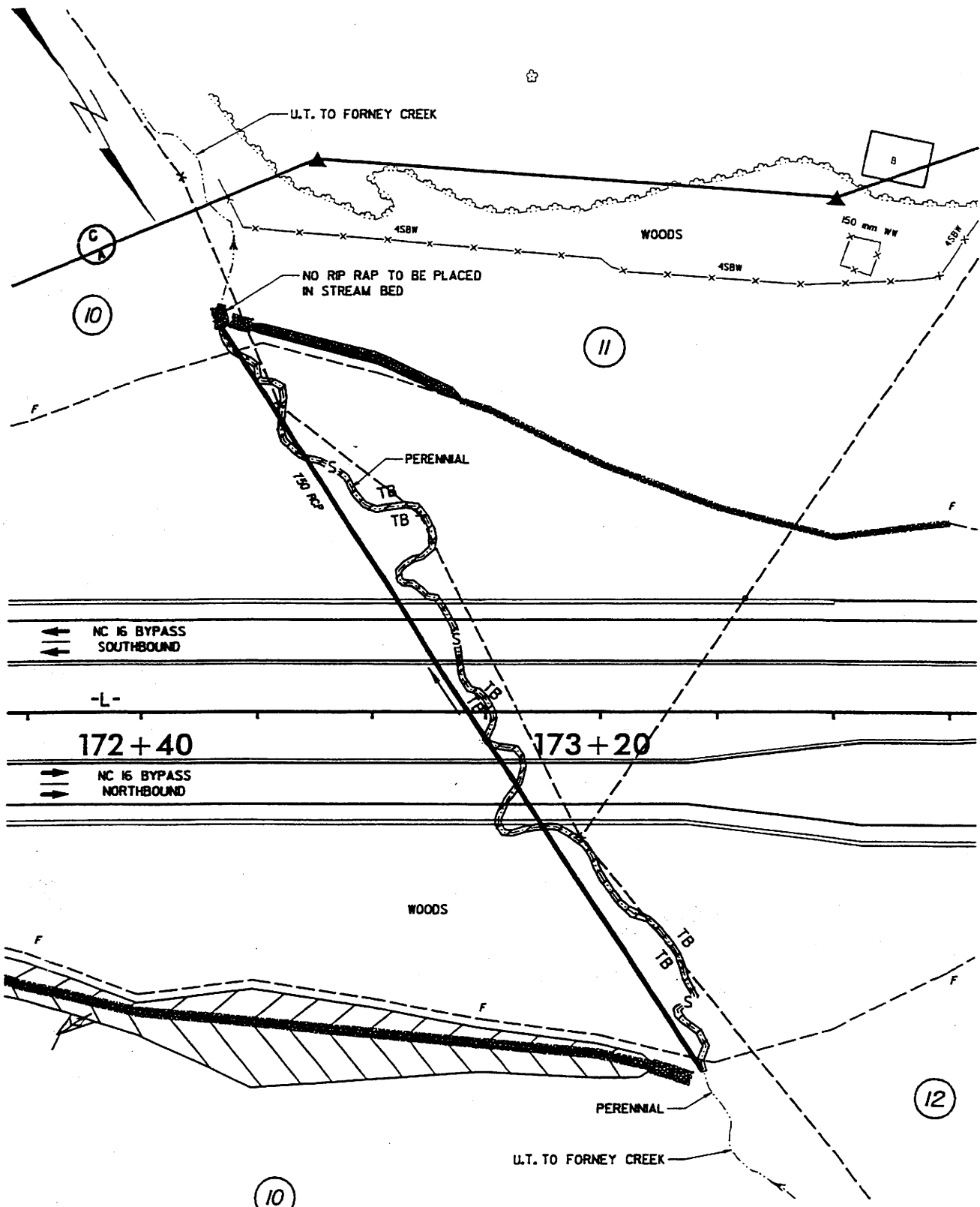
N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

SHEET 19 OF 35

1/16/04

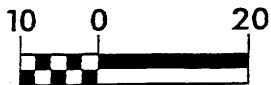


**PLAN VIEW
SITE 12B**

**N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS**

LINCOLN COUNTY

**PROJECT: 81830501 (R-2206B)
NC-16 BYPASS**



DENOTES SURFACE WATER
IMPACT (NATURAL)



N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

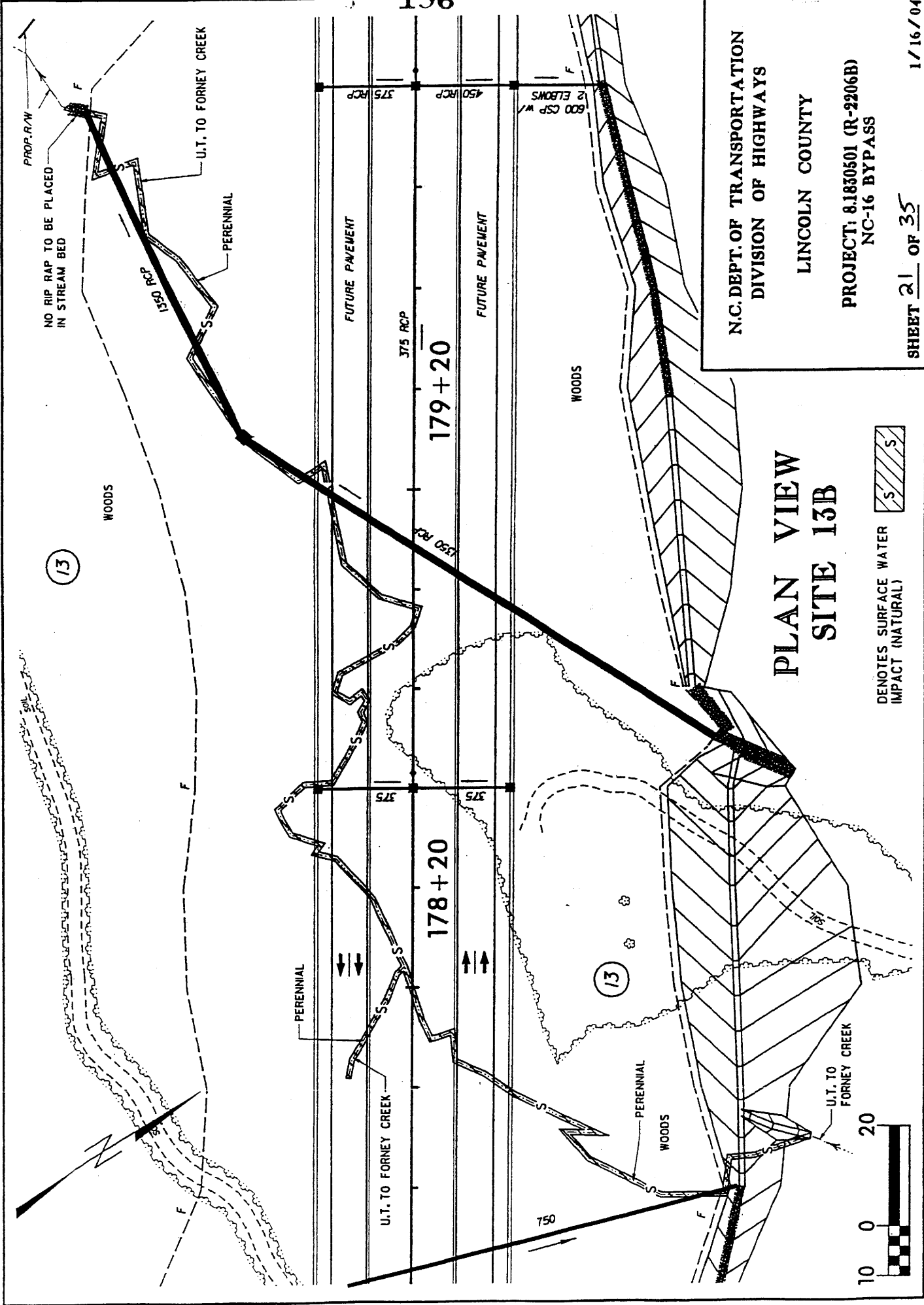
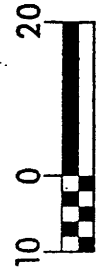
LINCOLN COUNTY

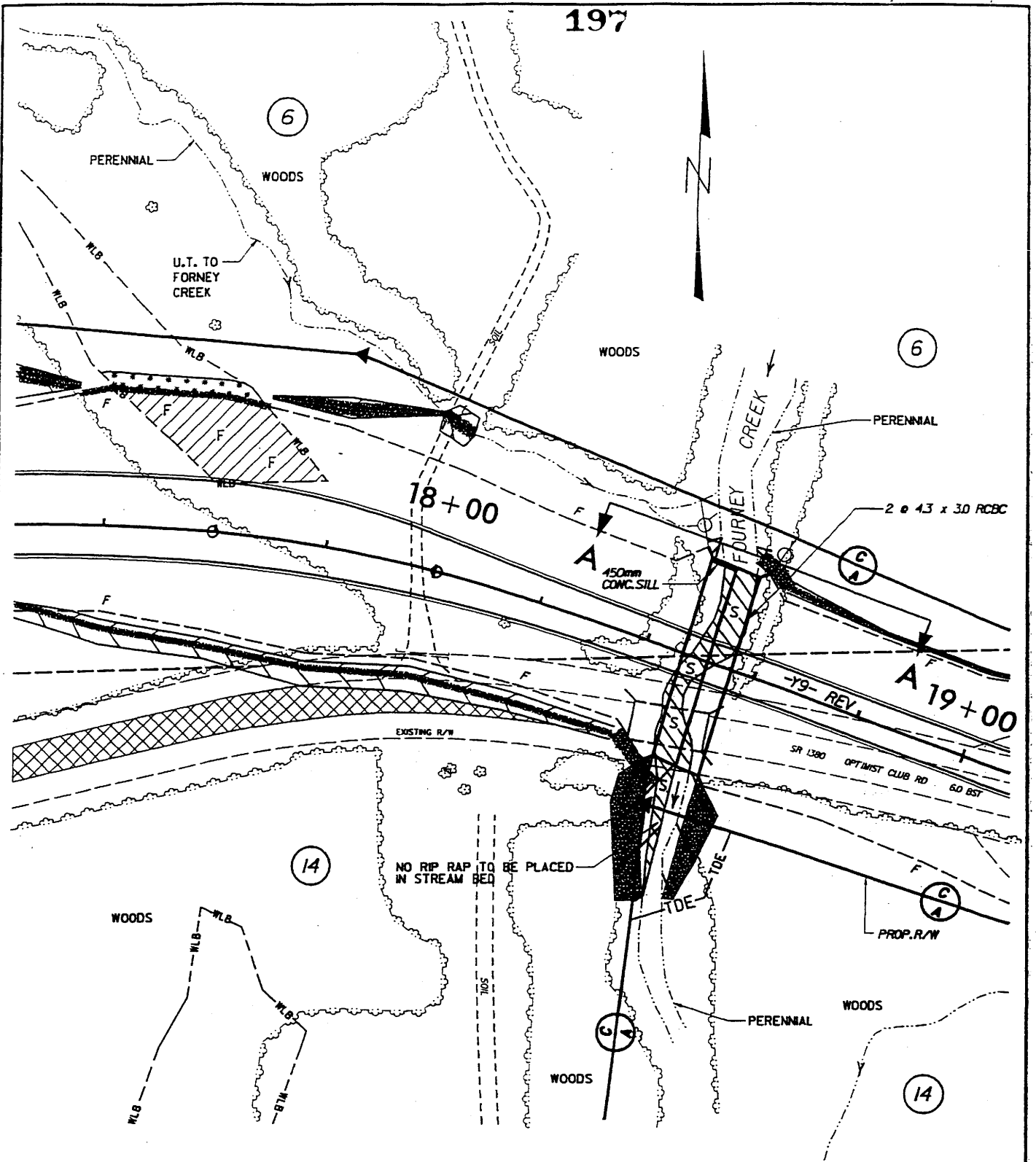
PROJECT: 8.1850501 (R-2206B)
NC-16 BYPASS

SHEET 21 OF 35 1/16/04

PLAN VIEW SITE 13B

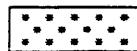
DENOTES SURFACE WATER
IMPACT (NATURAL)



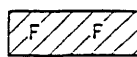


**PLAN VIEW
SITE 14B**

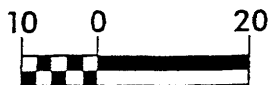
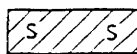
DENOTES MECHANIZED CLEARING



DENOTES FILL IN WETLANDS



DENOTES SURFACE WATER IMPACT (NATURAL)



**N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS**

LINCOLN COUNTY

**PROJECT: 81830501 (R-2206B)
NC-16 BYPASS**

SHEET 22 OF 35

1/16/04

230

230

225

225

220

220

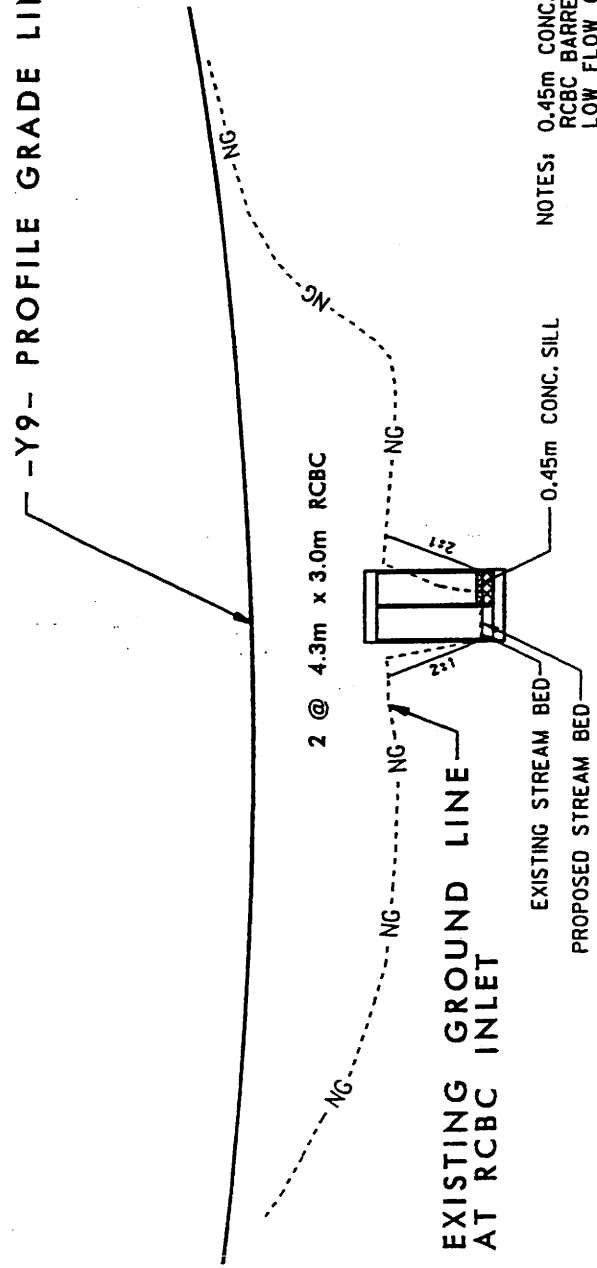
215

215

210

210

-Y9- PROFILE GRADE LINE (PROPOSED)

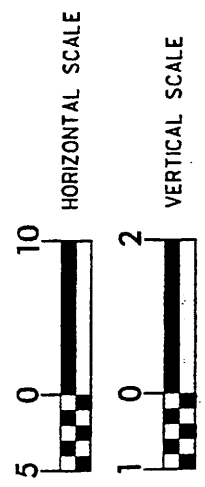


EXISTING GROUND LINE AT RCBC INLET

EXISTING STREAM BED PROPOSED STREAM BED

NOTES: 0.45m CONC. SILL PROVIDED IN RIGHT RCBC BARREL TO RETAIN NATURAL LOW FLOW CHANNEL WIDTH.

INVERTS OF CULVERT ARE SET 0.3m (1.0') BELOW STREAM TO ALLOW FORMATION OF NATURAL BED.



PROFILE SITE 14B

N.C. DEPT. OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 LINCOLN COUNTY
 PROJECT: 81830501 (R-2206B)
 NC-16 BYPASS

SHEET 23 OF 35

1/16/04

230

230

225

225

220

220

215

215

210

199
210

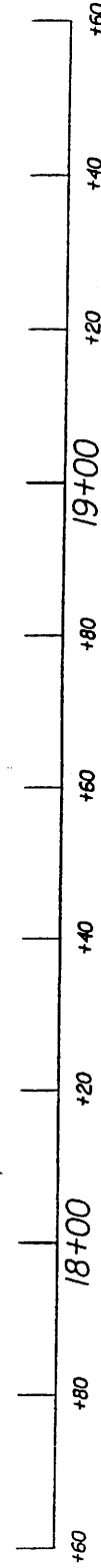
-Y9-REV PROFILE GRADE LINE

EXISTING GROUND LINE

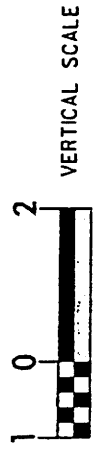
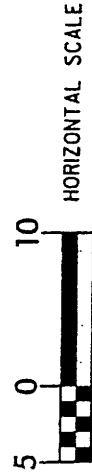
2 @ 4.3m x 3.0m RCBC

450mm
CONCRETE
SILL

PROPOSED PROFILE
P1 = 18+45.000 -Y9- REV
ELEV = 218.360
VC = 236m
G1 = (-)14.5000%
G2 = (+)14.2070%



SECTION A-A SITE 14B



DENOTES SURFACE WATER
IMPACT (NATURAL)



N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 81830501 (R-2206B)
NC-16 BYPASS

SHEET 24 OF 35

1/16/04

IMPACT SUMMARY (ENGLISH)

Site No.	Station (From/To)	Structure Size	WETLAND IMPACTS				SURFACE WATER IMPACTS					
			Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation In Wetlands (ac)	Mechanized Clearing (Method III) (ac)	Fill In SW (Natural) (ac)	Fill In SW (Pond) (ac)	Temp. Fill In SW (ac)	Existing Channel Impacted (ft)	Natural Stream Design (ft)	
1B	-Y12- 15+81 Lt to 106+25 Rt	900mm	0.099			0.010	0.027				377.6	
2B	-L- 114+65 Lt to 115+27 Rt	900mm					0.025				429.8	
3B	-L- 121+89 Rt to 122+44 Rt	1850mm					0.104				678.5	
4B	-L- 132+03 Rt to 133+12 Lt	1 @ 2.1m x 1.5m RCBC					0.136				834.3	
6B	-L- 139+59 Rt to 140+01 Lt	1050mm					0.027				355.3	
7B	-L- 142+91 Lt to 143+36 Rt	1050mm					0.022				299.2	
8B	-L- 145+50 Rt to 145+88 Lt	1050mm					0.030				382.2	
9B	-L- 150+96 Rt to 151+55 Lt	1200mm	0.173			0.020	0.039				531.8	
10B	-L- 156+75 Rt to 157+75 Rt	1 @ 2.7m x 1.8m RCBC	3.116 [2]							3.267 [1]		459.3
	-L- 157+94 Rt to 160+37 Lt											242.8
11B	-L- 169+69 Lt to 170+01 Rt	1050mm					0.042				563.3	
12B	-L- 172+55 Lt to 173+39 Rt	750mm					0.052				660.7	
13B	-L- 177+58 Rt to 179+75 Lt	1350mm					0.101				1345.8	
14B	-Y9-PREV 18+46 Rt to 18+56 Lt	2 @ 4.3m x 3.0m RCBC	0.084			0.020	0.059				209.3	
PROJECT TOTALS			3.472	0.000	0.000	0.050	0.664	3.267	0.000	6667.8	702.1	

NOTES:
 Site 5B Removed Due To No Impact
 [1] Denotes Draining Of Pond Impact.
 [2] Denotes Draining Of Wetland Impact.

N.C. DEPT. OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 LINCOLN COUNTY
 PROJECT: 8.1830501
 NCDOT T.I.P. No: R-2206B
 SHEET 25 OF 35
 1/16/2004

NCDOT Project I.D. R-2206B
Lincoln / Catawba County, NC
NC 16 Bypass from North of NC 73 to North of
SR 1386 (St. James Church Road)

NATURAL STREAM DESIGN
UNNAMED TRIBUTARY TO FORNEY CREEK

Right of -L- Project Station 158+40

Left of -L- Project Station 159+60

Prepared by: TranSite Consulting Engineers, Inc.
1300 Paddock Dr.
Raleigh, NC 27609

NATURAL STREAM DESIGN
UNNAMED TRIBUTARY TO FORNEY CREEK

Right of -L- Project Station 158+40

Left of -L- Project Station 159+60

The construction of NC 16 North of NC 73 to North of SR 1386 will require that a portion of an unnamed tributary to Forney Creek be relocated right of -L- Station 158+40 and left of -L- Station 159+60. The total length of stream to be relocated will be 214 meters (702') starting left of -L- Station 160+35± and continue 140 meters (459') downstream to the inlet of the proposed 1 @ 2.7m x 1.8m (1 @ 9'x 6') RCBC. The stream will begin again at the outlet of the proposed RCBC and continue downstream an additional 74 meters (243') intersecting the existing stream on the downstream side of an existing soil road. The proposed stream relocation is designed according to "natural channel" design principles proposed by Dave Rosgen.

This tributary of Forney Creek drains 1.00 km² (0.39 mi²) in Lincoln County and is located within the Piedmont Physiographic Region. Existing land use in the drainage basin is predominantly agriculture, low density residential and undeveloped. The Lincoln County Land Use Plan shows that the future land use is predominantly low density residential.

There is no hydraulic data available on this stream. Discharges were estimated using procedures outlined in USGS Water-Resources Report 96-4084, Estimation of Flood-Frequency Characteristics of Small Urban Watersheds in North Carolina.

EXISTING CHANNEL

The existing conditions at the proposed stream relocation sites are two ponds in series totaling 1.32 hectares (3.26 acres) of surface area. The ponds will be drained prior to construction and the proposed streams constructed through the natural bottoms.

REFERENCE STREAM

A 30 meter section of stream upstream of the existing ponds was surveyed in detail to determine its morphological characteristics. Those characteristics include bankfull discharge, width, depth and area. The reach begins approximately 140 meters upstream of the upstream pond and was chosen to be used as the reference reach because it is stable and undisturbed.

The reference streambed was found to be fine to medium sand. Therefore, a pebble count was not feasible. Velocities, stream power and shear were obtained using the HEC-RAS computer model. Based on the field survey data gathered, this stream reach was classified as an C5 stream.

PROPOSED STREAM

The proposed stream will be excavated in the natural bottoms of the drained ponds and is designed to have a C5 classification. The upstream stream gradient is controlled by the tie to the existing stream 115 meters (377') left of -L- Sta. 160+35± and the invert in of the proposed 1 @ 2.7m x 1.8m (1 @ 9'x 6') RCBC. The downstream gradient is controlled by the invert out of the proposed RCBC and the tie to the existing stream 80 meters (262') right of -L- Sta. 157+95±. The RCBC will be buried a minimum of 0.3 meters (1.0') upstream and downstream to provide formation of a natural streambed through its entire length.

Proposed channel stabilization is shown on the attached detail sheet. It is anticipated that the channel banks will be planted with native trees and shrubs above bankfull depth. In addition, cross vanes will be placed in the channel for grade control and coir fiber mat will be placed along the entire channel while rootwads will be placed along the outside of the channel bends. The channel bottom will match the characteristics of the existing channel.

SEDIMENT TRANSPORT ANALYSIS

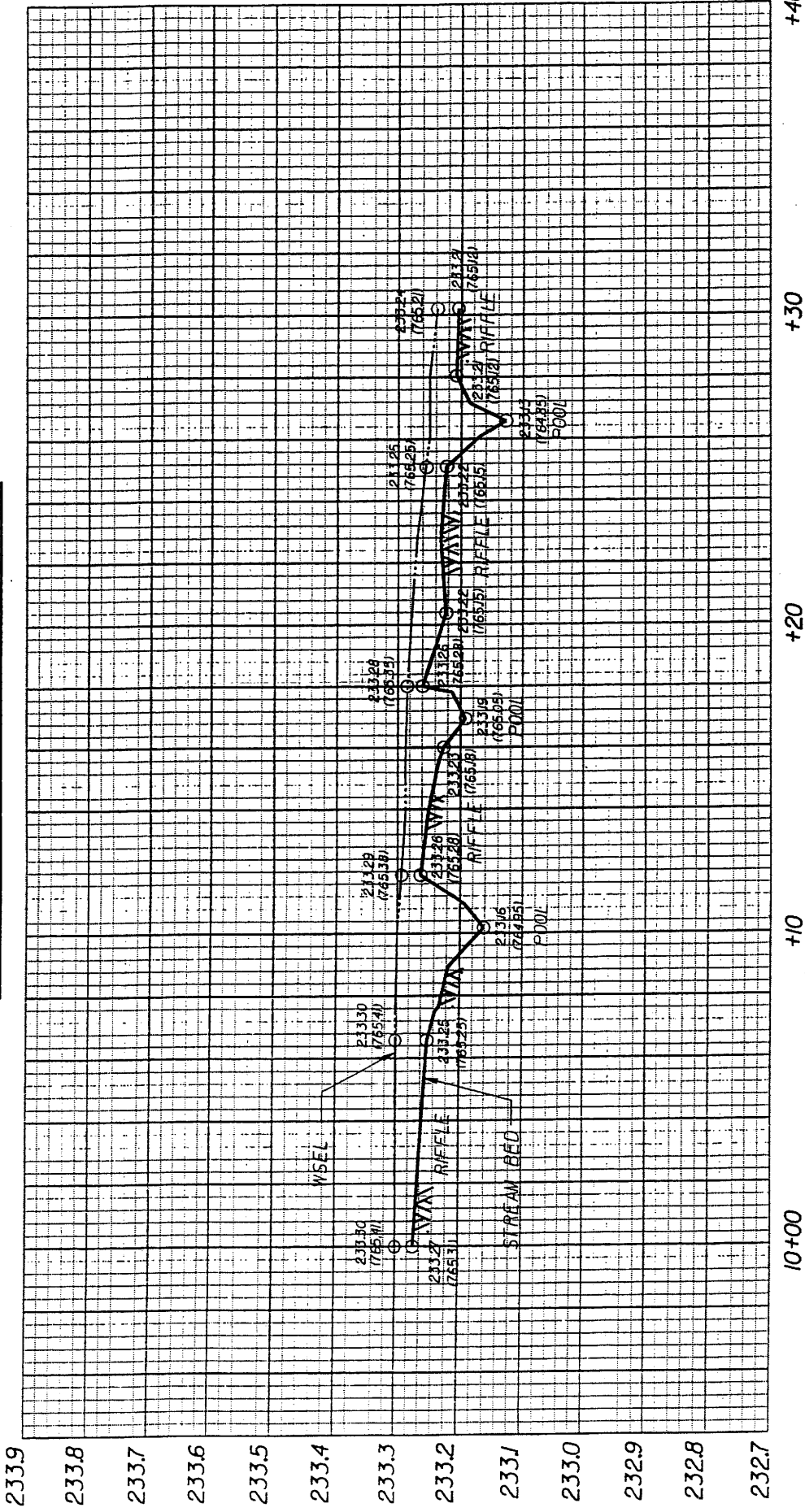
The proposed stream has a bankfull stream power of 0.78 lb/ft-s and a shear stress of 0.30 lb/ft² as compared to 0.83 lb/ft-s and 0.31 lb/ft² for the existing stream. These values indicate that the proposed stream will transport the current sediment load without aggrading or degrading the streambed or banks. Additionally, 2-yr and 10-yr velocities and shear stresses were evaluated and found to be within acceptable limits.

Appendix B

Morphological Measurement Table
R-2206B, Lincoln County

Variables	Existing Channel	Proposed Reach	USGS Station	Reference Reach
1. Stream Type	N/A - (2) Ponds	C5	N/A	C5
2. Drainage Area (D.A.)	1.00 km ² / 0.39 mi ²	1.00 km ² / 0.39 mi ²	-	1.00 km ² / 0.39 mi ²
3. Bankfull Width (W_{bkd})	N/A	4.11 m / 13.5 ft	-	4.45 m / 14.6 ft
4. Bankfull Mean Depth (d_{bkd})	-	0.35 m / 1.14 ft	-	0.32 m / 1.04 ft
5. Width/Depth Ratio (W_{bkd}/d_{bkd})	-	11.84	-	14.00
6. Bankfull Cross-Sectional Area (A_{bkd})	-	1.43 m ² / 15.34 ft ²	-	1.41 m ² / 15.2 ft ²
7. Bankfull Mean Velocity (V_{bkd})	-	0.80 m/s / 2.61 ft/s	-	0.80 m/s / 2.64 ft/s
8. Bankfull Discharge (Q_{bkd})	-	1.13 m ³ /s / 40.0 ft ³ /s	-	1.13 m ³ /s / 40.0 ft ³ /s
9. Bankfull Max Depth (d_{mbkd})	-	0.45 m / 1.50 ft	-	0.52 m / 1.69 ft
10. Width of Floodprone Area (W_{fpa})	-	21.7 m / 71.3 ft	-	54.9 m / 180 ft
11. Entrenchment Ratio (W_{fpa}/W_{bkd})	-	5.28	-	12.33
12. Meander Length (L_m)	-	20 m / 41 ft	-	20-26 m / 41-85 ft
13. Ratio of Meander Length to Bankfull Width (L_m/W_{bkd})	-	3.04	-	2.80 - 5.82
14. Radius of Curvature (R_c)	-	9.0 m / 29.5 ft	-	9.0-12.0 m/29.5-39.4 ft
15. Ratio of Radius of Curvature to Bankfull Width (R_c/W_{bkd})	-	2.19	-	2.02 - 2.70
16. Belt Width (W_{bt})	-	6.5 m / 21.3 ft	-	6.0 m / 19.7 ft
17. Meander Width Ratio (W_{bt}/W_{bkd})	-	1.58	-	1.35
18. Sinuosity (K) (stream length/valley length)	-	1.05	-	1.06
19. Valley Slope (VS)	-	1.87%	-	0.20%
20. Average Slope (CS)	-	1.73%	-	0.23%
21. Pool Slope	-	0.00%	-	0.00%
22. Ratio of Pool Slope to Average Slope	-	0.00	-	0.00
23. Maximum Pool Depth (dp_{max})	-	0.45 m / 1.48 ft	-	0.54 m / 1.77 ft
24. Ratio of Pool Depth to Average Bankfull Depth (dp/d_{bkd})	-	1.30	-	1.70
25. Pool Width (W_p)	-	4.25 m / 13.94 ft	-	4.50 m / 14.76 ft
26. Ratio of Pool Width to Bankfull Width (W_p/W_{bkd})	-	1.03	-	1.01
27. Pool to Pool Spacing	-	8.0 m / 26.2 ft	-	4.0-8.0 m / 13.1-26.2 ft
28. Ratio of Pool to Pool Spacing to Bankfull Width	-	1.94	-	0.90 - 1.79
29. Ratio of Lowest Bnk Height to Bankfull Height (or Max Bankfull Depth) (Bh_{low}/d_{mbkd})	-	1.00	-	0.86

REFERENCE REACH PROFILE

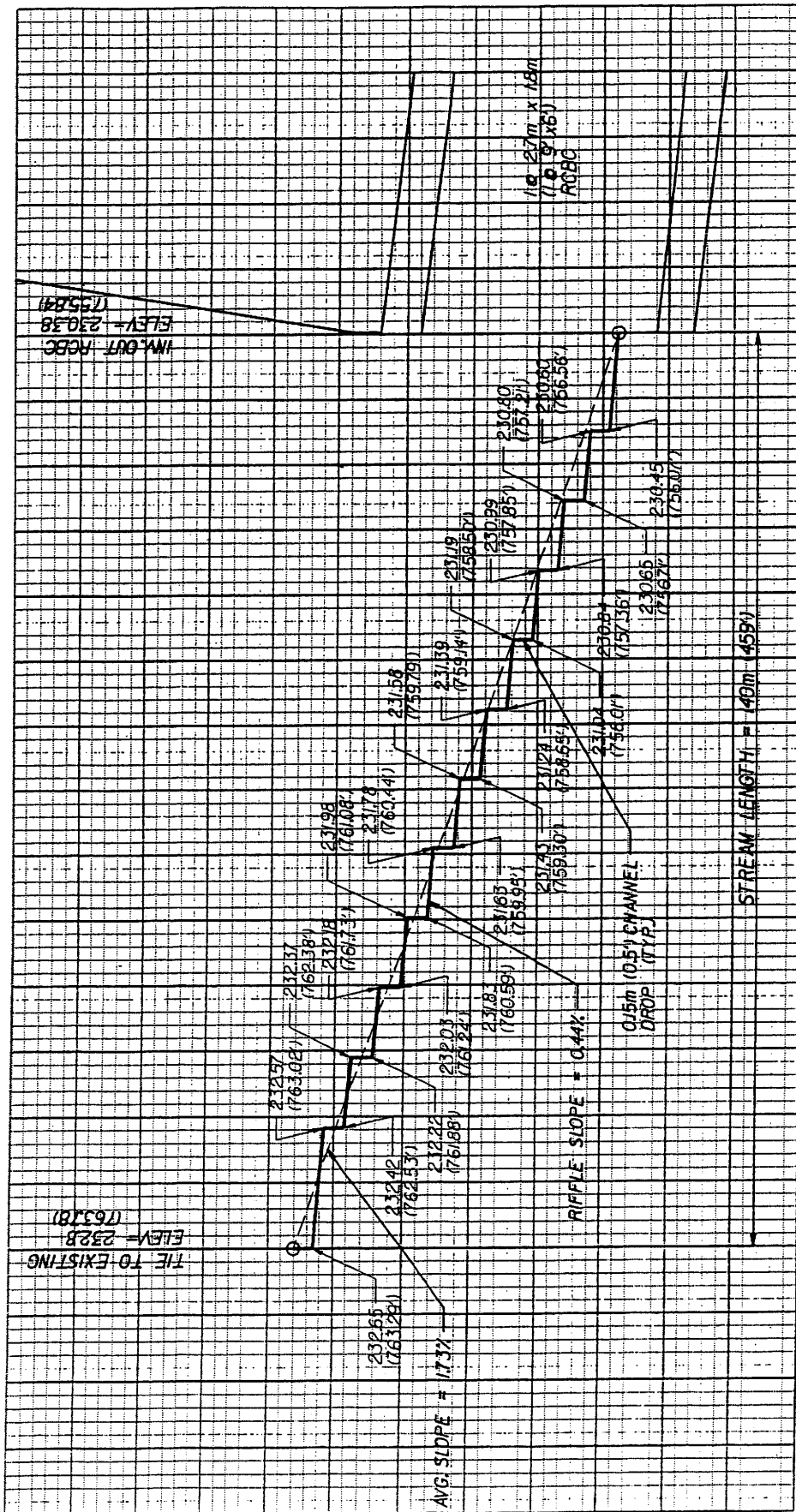


10+00 +10 +20 +30 +40

N.C. DEPT. OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 LINCOLN & CATAWBA COUNTIES
 PROJECT: 81830501 (R-2206B)
 NC-16 BYPASS
 SHEET 31 OF 35 10/10/05

NOTE: ELEVATIONS IN () ARE IN FEET. ALL OTHER STATION AND ELEVATION DATA ARE IN METERS.

PROPOSED THALWEG PROFILE



N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

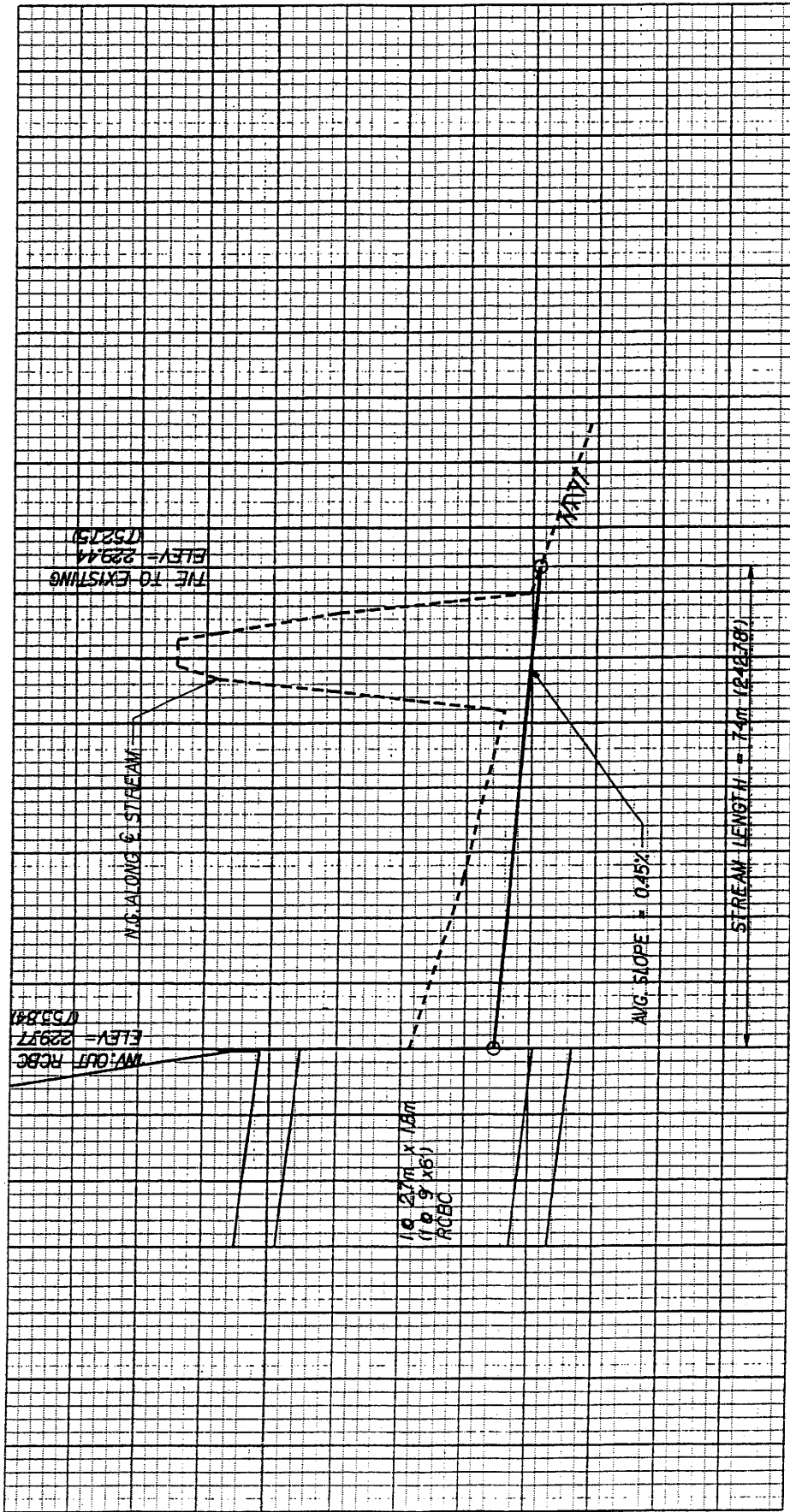
PROJECT: 8.1830501 (R-2206B)
NC-16 BYPASS

SHEET 32 OF 35

10/10/03

NOTE: ELEVATIONS IN () ARE IN FEET.
ALL OTHER STATION AND ELEVATION
DATA ARE IN METERS.

PROPOSED THALWEG PROFILE



N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS

LINCOLN COUNTY

PROJECT: 81830501 (R-2206B)
NC-16 BYPASS

SHEET 33 OF 35

10/10/03

NOTE: ELEVATIONS IN () ARE IN FEET.
ALL OTHER STATION AND ELEVATION
DATA ARE IN METERS.

NOTES:

1. THE CONTRACTOR SHALL LAYOUT THE CHANNEL ALIGNMENT WHICH SHALL COMPLY WITH STAKES ON THE CENTER OF EACH CHANNEL. THE CHANNELS SHALL BE LOCATED WITHIN THE BOUNDARIES OF THE INDICATED RIGHTS AND EASEMENTS CENTERLINE OF THE TANGENT SECTIONS BY CONNECTING SUCCESSIVE BENDS WITH STRAIGHT LINES. (FORMS 7-1/2 x 11)
2. FIELD ADJUSTMENTS OF THE ALIGNMENT MAY BE REQUIRED TO AVOID CERTAIN OBSTACLES. APPROVAL BY THE ENGINEER OF THE FIELD ADJUSTMENTS SHALL BE OBTAINED PRIOR TO INITIATION OF THE CONSTRUCTION OF THE CHANNEL.
3. LOCATE ROCK VAINES ACCORDING TO PLAN SHEET.
4. NUMBER OF ROOTROADS INSTALLED TO BE DETERMINED ON SITE.
5. ROOTROADS TO BE SPACED IN DIAMETER OF ROOT BASE.
6. FOOTER LOG ANCHOR ROCK TO BE PLACED ON THE DOWNSTREAM END OF EACH FOOTER LOG SO THAT IT IS LEANING AGAINST THE LOG ON THE SIDE AWAY FROM THE CHANNEL.
7. WHEN BACKFILLING OVER AND AROUND FOOTER LOGS, FOOTER LOGS SHALL BE FULLY COVERED AND SECURE ALL COMPONENTS INCLUDING JOINTS, CONNECTIONS AND GAPS.
8. PLANTINGS SHOULD BE PLACED ABOVE BANKFILL DEPTH.

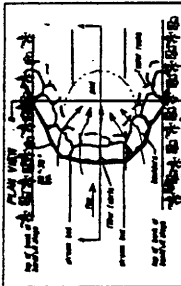
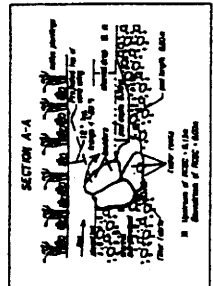
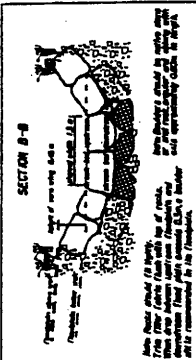
MORPHOLOGICAL MEASUREMENT TABLE

VARIABLE	EXISTING CHANNEL SIZE	PROPOSED CHANNEL	USGS STATION	REFERENCE REACH
CHANNEL TYPE				
CHANNEL AREA				
CHANNEL WIDTH				
CHANNEL BANK DEPTH				
CHANNEL CROSS-SECTIONAL AREA				
CHANNEL BANK VELOCITY				
CHANNEL DISCHARGE				
CHANNEL BANK SLOPE				
CHANNEL BANK PROTECTION				
CHANNEL BANK STABILIZATION				
CHANNEL BANK EROSION				
CHANNEL BANK COLLAPSE				
CHANNEL BANK SLURRING				
CHANNEL BANK SLIDING				
CHANNEL BANK SHEAR				
CHANNEL BANK FAILURE				
CHANNEL BANK COLLAPSE				
CHANNEL BANK SLURRING				
CHANNEL BANK SLIDING				
CHANNEL BANK SHEAR				
CHANNEL BANK FAILURE				

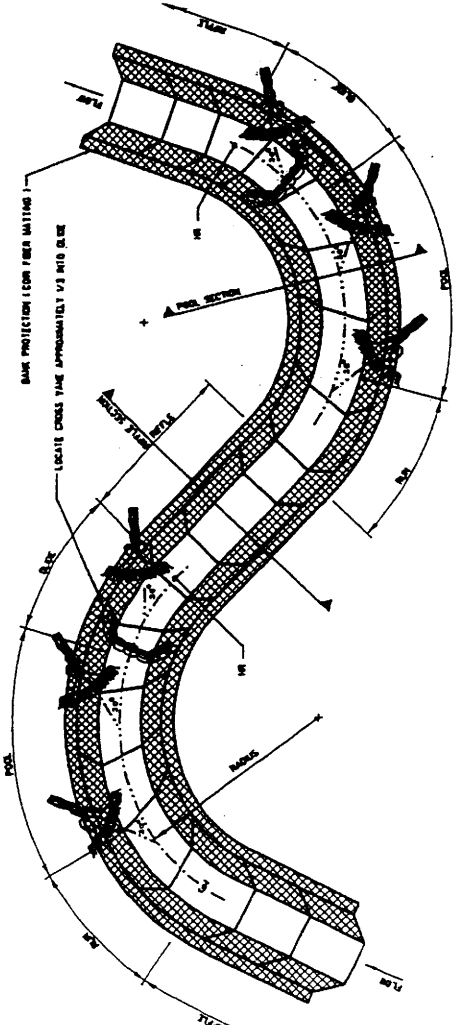
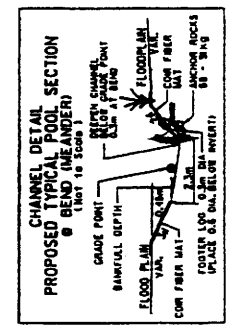
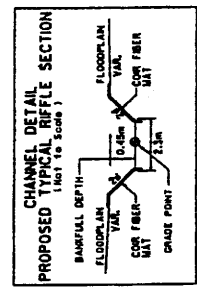
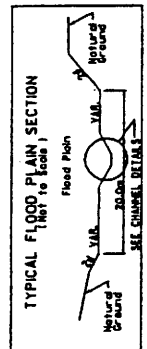
N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
LINCOLN & CATAWBA COUNTIES
PROJECT: 34583.1.1 (R-2206C)
NC-16 BYPASS

SHEET 34 OF 35

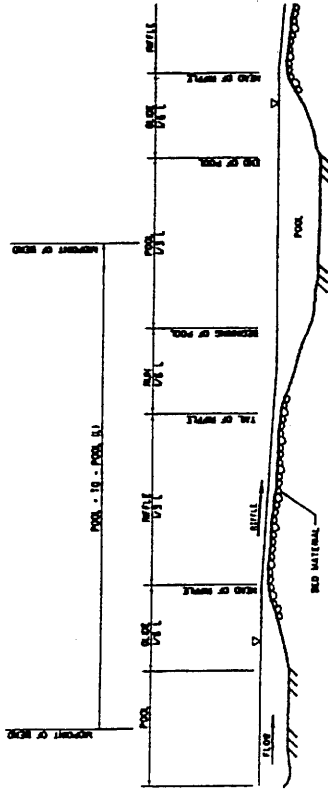
10/10/05



CROSS VANE ROCK WEIR DETAILS



TYPICAL PLAN
NOT TO SCALE



TYPICAL PROFILE
NOT TO SCALE

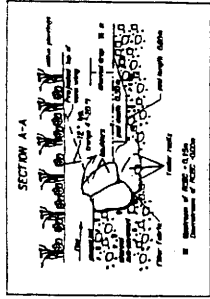
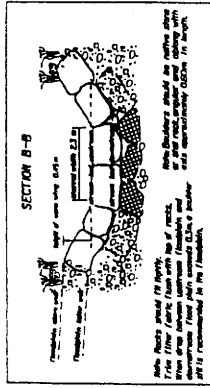
- NOTES:**
1. THE POOL TO POOL SPACING SHALL BE MEASURED AS THE DISTANCE FROM THE UPSTREAM EDGE TO THE START OF THE DOWNSTREAM BEND.
 2. REFER TO MORPHOLOGICAL MEASUREMENT TABLE AND PLAN SHEET FOR DIMENSIONS.

NATURAL CHANNEL DESIGN TYPICALS

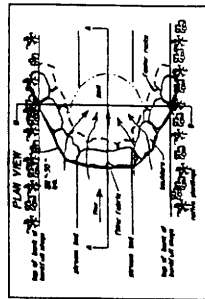
PROJECT REFERENCE NO. R-22069
 ROADWAY DESIGN
 HYDRAULICS
 INSTITUTE

SHEET NO. 33 OF 33

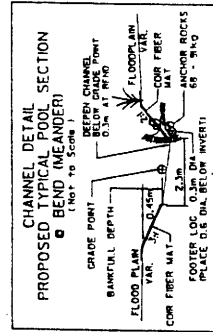
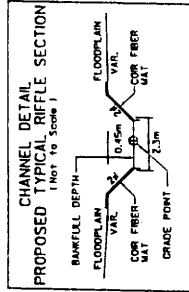
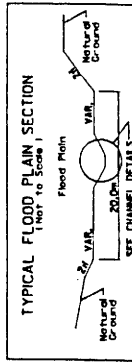
CONTRACT NO. R.W. DIV. 1
 DATE: 10/1/10



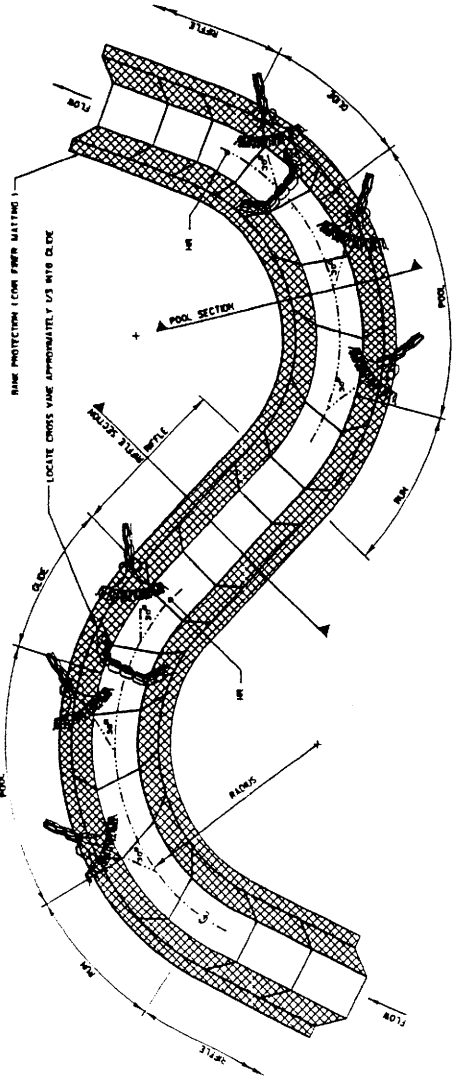
- NOTES**
1. THE CONTRACTOR SHALL LAYOUT THE CHANNEL ALIGNMENT BY STAKING THE CENTER LINE OF THE CHANNEL FOR EACH BEND USING THE INDICATED RADII, AND SCROWING CENTERLINE STAKES TO CORNER STAKES FOR CONSECUTIVE BENDS WITH STRAIGHT LINE (SEE DRAWING / 25.5.1)
 2. FIELD ADJUSTMENTS OF THE ALIGNMENT MAY BE REQUIRED TO ACHIEVE THE DESIRED CHANNEL ALIGNMENT. THESE ADJUSTMENTS SHALL BE REQUIRED PRIOR TO INITIATION OF THE CONSTRUCTION OF THE CHANNEL.
 3. LOCATE ROCK VANS ACCORDING TO PLAN SHEET.
 4. NUMBER OF ROOTWAYS INSTALLED TO BE DETERMINED ON SITE.
 5. ROOTWAYS TO BE SPACED 4x DIAMETER OF ROOT BASE.
 6. FOOTER LOC ANCHOR ROCKS TO BE PLACED ON THE DOWNSTREAM END OF EACH POOL SECTION AND IS LEANING AGAINST THE LOG ON THE SIDE AWAY FROM THE CHANNEL.
 7. WHEN BACKFILLING OVER AND AROUND FOOTER LOGS, FOOTWAY LOGS SHALL BE PROTECTED BY ALL COMPONENTS INCLUDING JOINTS, CONNECTIONS AND GAPS.
 8. PLANTINGS SHOULD BE PLACED ABOVE BANKFULL DEPTH.



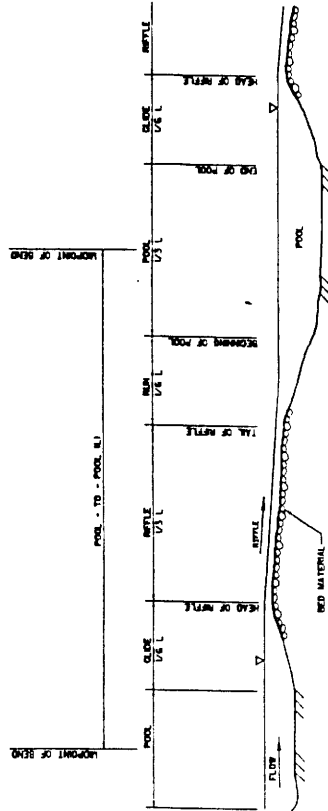
CROSS VANE ROCK WEIR DETAILS



NATURAL CHANNEL DESIGN TYPICALS



TYPICAL PLAN NOT TO SCALE



TYPICAL PROFILE NOT TO SCALE

- NOTES**
1. THE POOL TO POOL SPACING SHALL BE MEASURED AS THE DISTANCE FROM THE UPSTREAM END BEND TO THE UPSTREAM END OF THE DOWNSTREAM BEND.
 2. REFER TO MORPHOLOGICAL MEASUREMENT TABLE AND PLAN SHEET FOR DIMENSIONS.

VARIABLES	EXISTING CHANNEL	PROPOSED REACH	UNITS	STATION	REFERENCE
1. STREAM TYPE	VA	UA	VA	UA	UA
2. MAINLINE AREA	UA	UA	UA	UA	UA
3. BANKFULL WIDTH	UA	UA	UA	UA	UA
4. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
5. BANKFULL CROSS-SECTIONAL AREA	UA	UA	UA	UA	UA
6. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
7. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
8. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
9. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
10. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
11. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
12. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
13. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
14. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
15. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
16. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
17. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
18. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
19. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
20. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
21. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
22. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
23. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
24. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
25. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
26. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
27. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
28. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
29. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
30. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
31. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
32. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
33. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
34. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
35. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
36. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
37. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
38. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
39. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
40. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
41. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
42. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
43. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
44. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
45. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
46. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
47. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
48. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
49. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
50. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
51. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
52. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
53. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
54. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
55. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
56. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
57. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
58. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
59. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
60. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
61. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
62. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
63. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
64. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
65. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
66. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
67. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
68. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
69. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
70. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
71. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
72. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
73. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
74. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
75. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
76. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
77. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
78. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
79. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
80. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
81. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
82. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
83. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
84. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
85. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
86. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
87. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
88. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
89. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
90. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
91. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
92. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
93. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
94. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
95. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
96. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
97. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
98. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA
99. BANKFULL MEAN DEPTH	UA	UA	UA	UA	UA
100. BANKFULL MEAN VELOCITY	UA	UA	UA	UA	UA

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS

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

“(5). Amounts Obligated - Payments subject to the Availability of Funds - Termination of Contracts. Highway maintenance and construction appropriations may be obligated in the amount of allotments made to the Department of Transportation by the Office of State Budget and Management for the estimated payments for maintenance and construction contract work to be performed in the appropriation fiscal year. The allotments shall be multi-year allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in subdivision (2) above. Payment for highway maintenance and construction work performed pursuant to contract in any fiscal year other than the current fiscal year will be subject to appropriations by the General Assembly. Highway maintenance and construction contracts shall contain a schedule of estimated completion progress and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any highway maintenance or construction contract and any highway maintenance or construction contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of schedule work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications”.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13, Item 5, of the North Carolina Department of Transportation Standard Specifications for Roads and Structures, dated January 1, 2002.

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

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

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

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

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

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

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Bermudagrass	27 seeds
Cocklebur	4 seeds	Cornflower (Ragged Robin)	27 seeds
Spurred Anoda	4 seeds	Texas Panicum	27 seeds
Velvetleaf	4 seeds	Bracted Plantain	54 seeds
Morning-glory	8 seeds	Buckhorn Plantain	54 seeds
Corn Cockle	10 seeds	Broadleaf Dock	54 seeds
Wild Radish	12 seeds	Curly Dock	54 seeds
Purple Nutsedge	27 seeds	Dodder	54 seeds
Yellow Nutsedge	27 seeds	Giant Foxtail	54 seeds
Canada Thistle	27 seeds	Horsenettle	54 seeds
Field Bindweed	27 seeds	Quackgrass	54 seeds
Hedge Bindweed	27 seeds	Wild Mustard	54 seeds

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

Further specifications for each seed group are give below:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet - Strain R
Weeping Lovegrass	Centipedegrass
Carpetgrass	Clover - Red/White/Crimson

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

Common or Sweet Sundangrass

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

4

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

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

Crownvetch
Pensacola Bahiagrass
Japanese Millet
Switchgrass
Reed Canary Grass

STANDARD SPECIAL PROVISIONS
ERRATA

Correct the *2002 Standard Specifications* as follows:

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

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

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

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

Page 3-4, Article 300-10

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

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

Delete the words "at your option".

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

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

Delete the last sentence of the subarticle.

Page 8-47, Subarticle 862-6

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

Page 8-49, Subarticle 864-4

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

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

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

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

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

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

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

Page 10-5, Table 1000-1

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

Page 10-7, Table 1005-2

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

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

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

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

Page 15-3, Article 1505-3

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

Page 15-10, Article 1510-5

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

Page 15-18, Article 1530-2

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

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

Substitute the second paragraph with the following:

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

STANDARD SPECIAL PROVISION**AWARD OF CONTRACT**

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

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

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

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

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

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

EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

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

10

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County
New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County
Orange County
Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

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

Area 1520 18.3%

Gaston County
Mecklenburg County
Union County

Goals For Female

Participation in Each Trade

(Statewide) 6.9%

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

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

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

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

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general dispute clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

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

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

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

II. NONDISCRIMINATION

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's

EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

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

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

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

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

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

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

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

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

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

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

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

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

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

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

disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

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

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour

Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

C200910 (R-2206B)

Training Special Provisions

This project special provision will not be applicable to those Contractors who have elected to participate in the Department's *Alternative On-The-Job Training Program*. In the event the Contractor is participating in the Department's *Alternative On-The-Job Training Program*, the On-The-Job Training program of the Construction Unit, Contractual Services Section will certify that participation to the appropriate Highway Division and Resident Engineers.

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "*Specific Equal Employment Opportunity Responsibilities*," (Attachment 1), and is in implementation of 23 USC 140(a). As a part of the Contractor's equal opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or classification involved. Preference shall be given to providing training in the following skilled work classifications:

- | | |
|---------------------|----------------------------------|
| Equipment Operators | Office Engineers |
| Truck Drivers | Estimators |
| Carpenters | Iron / Reinforcing Steel Workers |
| Concrete Finishers | Mechanics |
| Pipe Layers | Welders |

The number of trainees to be trained under this contract will be as specified in the project special provisions included else where in the proposal form.

In the event that a Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, the Contractor shall maintain the primary responsibility for meeting the training requirements imposed by this special provision and the subcontractor has an approved on-the-job training program. The Contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the skilled work classifications on the basis of the Contractor's needs and the availability of journey workers in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Department for approval the number of trainees to be trained in each selected classification and the training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications on the form provided by the Department. That form shall be submitted by the Contractor to the Department on or before the date of the pre-construction conference. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement.

Training and upgrading of minorities and women toward journey worker status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private resources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps he has taken in the pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journey worker status or in which he has been employed as a journey worker.

The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the finding in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Department. The Department shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journey worker status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the US Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the US Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-Aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the Department prior to commencing work on the classification covered by the program. It is the intention of these provisions that training be provided in the construction crafts rather than clerk-typist or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is provided and approved by the Department and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

It is normally expected that a trainee will begin his training on the project as soon as feasible after the start of work utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this

training special provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the Contractor for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journey worker's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will be following providing the training. The Contractor shall provide each trainee with a with a certificate showing the type and length of training satisfactorily completed.

The Contractor will provide for maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

GENERAL DECISION NC030011 06/13/03 NC11
 General Decision Number NC030011

Superseded General Decision No. NC020011

State: North Carolina

Construction Type:
 HIGHWAY

County(ies):

ALAMANCE	DURHAM	ORANGE
ALEXANDER	FORSYTH	RANDOLPH
BUNCOMBE	FRANKLIN	ROWAN
BURKE	GASTON	STOKES
CABARRUS	GUILFORD	UNION
CATAWBA	LINCOLN	WAKE
CUMBERLAND	MECKLENBURG	YADKIN
DAVIDSON	NEW HANOVER	
DAVIE	ONslow	

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects, railroad construction, and bascule, suspension and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

ALAMANCE	DURHAM	ORANGE
ALEXANDER	FORSYTH	RANDOLPH
BUNCOMBE	FRANKLIN	ROWAN
BURKE	GASTON	STOKES
CABARRUS	GUILFORD	UNION
CATAWBA	LINCOLN	WAKE
CUMBERLAND	MECKLENBURG	YADKIN
DAVIDSON	NEW HANOVER	
DAVIE	ONslow	

SUNC3002A 02/12/1990

	Rates	Fringes
CARPENTER	7.63	
CONCRETE FINISHER	7.52	
ELECTRICIAN	10.26	
IRONWORKERS (Reinforcing)	9.76	
LABORER		
Comman	5.33	
Asphalt Lay Down Man	5.60	
Asphalt Raker	6.14	
Form Setter (Road)	8.57	
Mason (Brick, Block, Stone)	7.44	
Pipe Layer	6.23	
Power Tool Operator	8.28	

POWER EQUIPMENT OPERATORS:

Asphalt Distributor	6.78
Asphalt Paver	7.47
Bulldozer	7.33
Bulldozer (utility)	6.72
Concrete Curb Machine	7.09
Concrete Finishing Machine	7.85
Concrete Paver	6.90
Crane, Backhoe, Shovel, & Draglne (over 1 yd.)	8.16
Crane, Backhoe, Shovel, & Dragline (1 yd. & under)	6.95
Drill Operator	7.34
Grade Checker	5.45
Gradeall	8.38
Greaseman	6.49
Loader	7.09
Mechanic	8.47
Motor Grader (Fine Grade)	8.04
Motor Grader (Rough Grade)	7.68
Oiler	5.88
Roller (Finisher)	6.70
Roller (Rough)	5.65
Scraper	6.63
Screed Asphalt	7.09
Stone Spreader	6.02
Stripping Machine Operator	6.00
Subgrade Machine	7.13
Sweeper	5.80
Tractor (Utility)	5.47

TRUCK DRIVERS:

Trucks - Single Rear Axle	5.42
Trucks - Multi Rear Axle	6.08
Trucks - Heavy Duty	9.47

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

County : Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0000700000-N	SP	FIELD OFFICE	Lump Sum	L.S.	
0004	0001000000-M	200	CLEARING & GRUBBING ... HEC-TARE(S)	Lump Sum	L.S.	
0005	0008000000-M	200	SUPPLEMENTARY CLEARING & GRUB-BING	2 HA		
0006	0015000000-N	205	SEALING ABANDONED WELLS	9 EA		
0007	0022000000-M	225	UNCLASSIFIED EXCAVATION	1,650,500 M3		
0008	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ***** (123+52.783)	Lump Sum	L.S.	
0009	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ***** (123+79.487)	Lump Sum	L.S.	
0010	0036000000-M	225	UNDERCUT EXCAVATION	17,000 M3		
0011	0106000000-M	230	BORROW EXCAVATION	318,500 M3		
0012	0134000000-M	240	DRAINAGE DITCH EXCAVATION	31,100 M3		
0013	0141000000-M	240	BERM DITCH CONSTRUCTION	140 M		
0014	0156000000-M	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	3,200 M2		
0015	0177000000-M	250	BREAKING OF EXISTING ASPHALT PAVEMENT	1,100 M2		
0016	0192000000-N	260	PROOF ROLLING	30 HR		
0017	0195000000-M	265	SELECT GRANULAR MATERIAL	15,000 M3		
0018	0196000000-M	270	FABRIC FOR SOIL STABILIZATION	14,100 M2		
0019	0300000000-M	300	SELECT MATERIAL, CLASS II	4,600 MTN		

County : Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0020	0306000000-M	300	SELECT MATERIAL, CLASS III	4,700 MTN		
0021	0312000000-M	300	SELECT MATERIAL, CLASS IV	26,500 MTN		
0022	0318000000-M	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRS	1,665 MTN		
0023	0343000000-M	310	375MM SIDE DRAIN PIPE	31.2 M		
0024	0354000000-M	310	****MM RC PIPE CULVERTS, CLASS *** (1050MM , V)	124.8 M		
0025	0354000000-M	310	****MM RC PIPE CULVERTS, CLASS *** (1350MM, V)	183.6 M		
0026	0354000000-M	310	****MM RC PIPE CULVERTS, CLASS *** (1650MM, V)	111.6 M		
0027	0354000000-M	310	****MM RC PIPE CULVERTS, CLASS *** (750MM, V)	153.6 M		
0028	0366000000-M	310	375MM RC PIPE CULVERTS, CLASS III	1,642.6 M		
0029	0372000000-M	310	450MM RC PIPE CULVERTS, CLASS III	585.6 M		
0030	0378000000-M	310	600MM RC PIPE CULVERTS, CLASS III	86.4 M		
0031	0384000000-M	310	750MM RC PIPE CULVERTS, CLASS III	108 M		
0032	0448000000-M	310	****MM RC PIPE CULVERTS, CLASS IV (1050MM)	440.4 M		
0033	0448000000-M	310	****MM RC PIPE CULVERTS, CLASS IV (1200MM)	121.2 M		
0034	0448000000-M	310	****MM RC PIPE CULVERTS, CLASS IV (450MM)	66 M		

County : Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	0448000000-M	310	****MM RC PIPE CULVERTS, CLASS IV (600MM)	178.8	M	
0036	0448000000-M	310	****MM RC PIPE CULVERTS, CLASS IV (750MM)	302.4	M	
0037	0448000000-M	310	****MM RC PIPE CULVERTS, CLASS IV (900MM)	238.8	M	
0038	0453000000-M	310	***MM PIPE END SECTION (375MM)	2	EA	
0039	0588000000-M	310	450MM CS PIPE CULVERTS, 1.63MM THICK	20.4	M	
0040	0594000000-M	310	600MM CS PIPE CULVERTS, 1.63MM THICK	32.4	M	
0041	0708000000-M	310	400MM BIT COAT CS PIPE CULVERTS, TYPE B 1.63MM THICK	700.8	M	
0042	0714000000-M	310	450MM BIT COAT CS PIPE CULVERTS, TYPE B 1.63MM THICK	120	M	
0043	0720000000-M	310	600MM BIT COAT CS PIPE CULVERTS, TYPE B 1.63MM THICK	32.4	M	
0044	0726000000-M	310	800MM BIT COAT CS PIPE CULVERTS, TYPE B 2.01MM THICK	22.8	M	
0045	0732000000-M	310	900MM BIT COAT CS PIPE CULVERTS, TYPE B 2.01MM THICK	49.2	M	
0046	0806000000-M	310	400MM BIT COAT CS PIPE ELBOWS, TYPE B 1.63MM THICK	40	EA	
0047	0807000000-M	310	450MM BIT COAT CS PIPE ELBOWS, TYPE B 1.63MM THICK	12	EA	
0048	0809000000-M	310	800MM BIT COAT CS PIPE ELBOWS, TYPE B 2.01MM THICK	2	EA	
0049	0986000000-M	SP	GENERIC PIPE ITEM 150MM PVC PIPE, SDR 80 (SPRING BOX)	32	M	
0050	0995000000-M	340	PIPE REMOVAL	226	M	

County : Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0051	0996000000-N	350	PIPE CLEAN-OUT	1 EA		
0052	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0053	1121000000-M	520	AGGREGATE BASE COURSE	17,000 MTN		
0054	1220000000-M	545	INCIDENTAL STONE BASE	100 MTN		
0055	1275000000-M	600	PRIME COAT	7,200 L		
0056	1489000000-M	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	1,400 MTN		
0057	1491000000-M	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	2,100 MTN		
0058	1498000000-M	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	3,500 MTN		
0059	1503000000-M	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1,900 MTN		
0060	1519000000-M	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	1,850 MTN		
0061	1539000000-M	610	ASPHALT CONC SURFACE COURSE, TYPE S12.5C	800 MTN		
0062	1560000000-M	620	ASPHALT BINDER FOR PLANT MIX, GRADE PG 64-22	525 MTN		
0063	1565000000-M	620	ASPHALT BINDER FOR PLANT MIX, GRADE PG 70-22	45 MTN		
0064	1693000000-M	654	ASPHALT PLANT MIX PAVEMENT REPAIR	50 MTN		
0065	2022000000-M	815	SUBDRAIN EXCAVATION	450 M3		
0066	2033000000-M	815	SUBDRAIN FINE AGGREGATE	220 M3		
0067	2044000000-M	815	150MM PERFORATED SUBDRAIN PIPE	500 M		
0068	2055000000-M	815	150MM SUBDRAIN PIPE WYES, TEES, & ELBOWS	50 EA		

County: Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0069	2066000000-N	815	CONCRETE PAD FOR SUBDRAIN PIPE OUTLET	4 EA		
0070	2077000000-M	815	150MM OUTLET PIPE (SUBDRAINS)	8 M		
0071	2209000000-M	838	ENDWALLS	31 M3		
0072	2220000000-M	838	REINFORCED ENDWALLS	9 M3		
0073	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	116 EA		
0074	2297000000-M	840	MASONRY DRAINAGE STRUCTURES	4 M3		
0075	2308000000-M	840	MASONRY DRAINAGE STRUCTURES	26 M		
0076	2354000000-N	840	FRAME WITH GRATE, STD 840.22	5 EA		
0077	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	110 EA		
0078	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA		
0079	2619000000-M	850	100MM CONCRETE PAVED DITCH	17 M2		
0080	3030000000-M	862	STEEL BM GUARDRAIL	392.43 M		
0081	3105000000-N	862	STEEL BM GUARDRAIL TERMINAL SECTIONS	2 EA		
0082	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0083	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	1 EA		
0084	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	5 EA		
0085	3503000000-M	866	WOVEN WIRE FENCE, 1200MM FAB- RIC	15,800 M		
0086	3509000000-M	866	100MM TIMBER FENCE POSTS, 2.30M LONG	3,300 EA		
0087	3515000000-M	866	125MM TIMBER FENCE POSTS, 2.50M LONG	850 EA		

County: Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0088	3557000000-M	866	ADDITIONAL BARBED WIRE	50 M		
0089	3559000000-M	866	** STRAND BARBED WIRE FENCE WITH POSTS (4)	325 M		
0090	3575000000-M	SP	GENERIC FENCING ITEM 4 STRAND BARBED WIRE WITH 1 STRAND ELECTRIC WIRE FENCE	150 M		
0091	3628000000-M	876	PLAIN RIP RAP, CLASS I	475 MTN		
0092	3642000000-M	876	PLAIN RIP RAP, CLASS A	2 MTN		
0093	3649000000-M	876	PLAIN RIP RAP, CLASS B	4,475 MTN		
0094	3651000000-M	SP	BOULDERS	350 MTN		
0095	3656000000-M	876	FILTER FABRIC FOR DRAINAGE	13,100 M2		
0096	4400000000-M	1110	WORK ZONE SIGNS (STATIONARY)	35 M2		
0097	4405000000-M	1110	WORK ZONE SIGNS (PORTABLE)	18 M2		
0098	4410000000-M	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	15 M2		
0099	4430000000-N	1130	DRUMS	170 EA		
0100	4435000000-N	1135	CONES	50 EA		
0101	4445000000-M	1145	BARRICADES (TYPE III)	115 M		
0102	4455000000-N	1150	FLAGGER	300 MD		
0103	4810000000-M	1205	PAINT PAVEMENT MARKING LINES (100MM)	13,200 M		
0104	4830000000-M	1205	PAINT PAVEMENT MARKING LINES (400MM)	30 M		
0105	4835000000-M	1205	PAINT PAVEMENT MARKING LINES (600MM)	24 M		

County : Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0106	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	4 EA		
0107	4850000000-M	1205	REMOVAL OF PAVEMENT MARKING LINES (100MM)	800 M		
0108	4900000000-N	1252	PERMANENT RAISED PAVEMENT MARKERS	105 EA		
0109	5300000000-M	1505	FOUNDATION CONDITIONING MATERIAL, UTILITIES CLASS ***** (II)	30 MTN		
0110	5306000000-M	SP	BEDDING MATERIAL, UTILITIES CLASS ***** (II)	20 MTN		
0111	5360000000-M	1510	150MM DI WATER PIPE, PC 2.41MPA	4 M		
0112	5414000000-M	1510	20MM COPPER WATER PIPE, TYPE K	63 M		
0113	5474000000-M	1510	200MM PVC WATER PIPE, (C900), DR *** , ****MPA WP (14, 1.38MPA WP)	637.5 M		
0114	5480000000-M	1510	DUCTILE IRON WATER PIPE FITTINGS, 1.72MPA MIN WP	315 KG		
0115	5504000000-M	1510	***MM CORPORATION STOP (20MM)	1 EA		
0116	5540000000-M	1510	150MM GATE VALVE & VALVE BOX, 1.38MPA WP	2 EA		
0117	5546000000-M	1510	200MM GATE VALVE & VALVE BOX, ****MPA WP (1.38MPA WP)	2 EA		
0118	5582000000-M	1510	*** X ***MM TAPPING SADDLE (200MM X 20MM)	1 EA		
0119	5648000000-N	1510	RELOCATE EXISTING WATER METER	1 EA		
0120	5672000000-N	1510	RELOCATE EXISTING FIRE HYDRANT	2 EA		
0121	6000000000-M	1605	TEMPORARY SILT FENCE	980 M		

County : Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0122	6006000000-M	1610	STONE FOR EROSION CONTROL, CLASS A	420 MTN		
0123	6009000000-M	1610	STONE FOR EROSION CONTROL, CLASS B	17,965 MTN		
0124	6012000000-M	1610	SEDIMENT CONTROL STONE	6,590 MTN		
0125	6015000000-M	1615	TEMPORARY MULCHING	74 HA		
0126	6018000000-M	1620	SEED FOR TEMPORARY SEEDING	3,225 KG		
0127	6021000000-M	1620	FERTILIZER FOR TEMPORARY SEED- ING	25.75 MTN		
0128	6024000000-M	1622	TEMPORARY SLOPE DRAINS	2,165 M		
0129	6027000000-N	1622	INLET PROTECTION AT TEMPORARY SLOPE DRAINS	104 EA		
0130	6030000000-M	1630	SILT EXCAVATION	79,700 M3		
0131	6033000000-M	1631	SYNTHETIC ROVING	7,780 M2		
0132	6036000000-M	1631	MATTING FOR EROSION CONTROL	3,890 M2		
0133	6037000000-M	SP	COIR FIBER MAT	1,200 M2		
0134	6042000000-M	1632	6.4MM HARDWARE CLOTH	95 M		
0135	6045000000-M	SP	***MM TEMPORARY PIPE (450MM)	65 M		
0136	6054000000-M	1637	***X***X***MM PERFORATED CS PIPE TEE RISER, 1.63MM THICK (450MM X 450MM X 450MM)	1 EA		
0137	6054000000-M	1637	***X***X***MM PERFORATED CS PIPE TEE RISER, 1.63MM THICK (600MM X 600MM X 600MM)	2 EA		
0138	6069000000-M	1638	STILLING BASINS	210 M3		
0139	6070000000-N	SP	SPECIAL STILLING BASINS	12 EA		

County : Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0140	6084000000-M	1660	SEEDING & MULCHING	76.5 HA		
0141	6087000000-M	1660	MOWING	41.5 HA		
0142	6090000000-M	1661	SEED FOR REPAIR SEEDING	900 KG		
0143	6093000000-M	1661	FERTILIZER FOR REPAIR SEEDING	3 MTN		
0144	6096000000-M	1662	SEED FOR SUPPLEMENTAL SEEDING	2,150 KG		
0145	6108000000-M	1665	FERTILIZER TOPDRESSING	128.5 MTN		
0146	6109000000-M	SP	SPECIALIZED SEEDING UNDER GUIDERAIL & GUARDRAIL (HARD FESCUE/BLEUEGRASS)	0.35 HA		
0147	6111000000-M	SP	IMPERVIOUS DIKE	105 M		
0148	6114000000-N	SP	SPECIALIZED HAND MOWING	20 HR		
0149	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	32 EA		
0150	6118000000-N	SP	ROOTWADS	10 EA		
0151	6120000000-M	SP	CULVERT DIVERSION CHANNEL	1,670 M3		
0152	6123000000-M	1670	REFORESTATION	5 HA		
0153	6126000000-M	SP	STREAMBANK REFORESTATION	0.55 HA		

CULVERT ITEMS

0154	8049000000-N	SP	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (18+51.500-Y9-)	Lump Sum	L.S.	
0155	8126000000-N	414	CULVERT EXCAVATION, STA ***** (132+58.000-L-)	Lump Sum	L.S.	
0156	8126000000-N	414	CULVERT EXCAVATION, STA ***** (158+95.000-L-)	Lump Sum	L.S.	

County : Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0157	8126000000-N	414	CULVERT EXCAVATION, STA ***** (18+51.500-Y9-)	Lump Sum	L.S.	
0158	8133000000-M	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	758 MTN		
0159	8196000000-M	420	CLASS A CONCRETE (CULVERT)	1,320.3 M3		
0160	8245000000-M	425	REINFORCING STEEL (CULVERT)	114,610 KG		
0161	8590000000-M	876	PLAIN RIP RAP, CLASS ** (I)	28 MTN		
0162	8594000000-M	876	PLAIN RIP RAP CLASS B	117.7 MTN		
0163	8622000000-M	876	FILTER FABRIC FOR DRAINAGE	28 M2		
STRUCTURE ITEMS						
0164	8096000000-M	SP	PILE EXCAVATION IN SOIL	22.1 M		
0165	8097000000-M	SP	PILE EXCAVATION NOT IN SOIL	11 M		
0166	8105500000-M	SP	****MM DIA DRILLED PIERS IN SOIL (1524MM)	109.6 M		
0167	8105600000-M	SP	****MM DIA DRILLED PIERS NOT IN SOIL (1524MM)	100.4 M		
0168	8111000000-M	SP	PERMANENT STEEL CASING FOR ****MM DRILLED PIER (1524MM)	50.1 M		
0169	8113000000-N	SP	SID INSPECTION	8 EA		
0170	8114000000-N	SP	SPT TESTING	8 EA		
0171	8115000000-N	SP	CROSSHOLE SONIC LOGGING	6 EA		
0172	8116000000-M	SP	CSL TUBES	921.44 M		

County : Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0173	8121000000-N	SP	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (123+38.105-L-RIGHT LANE)	Lump Sum	L.S.	
0174	8147000000-M	420	REINFORCED CONCRETE DECK SLAB	3,887 M2		
0175	8161000000-M	420	GROOVING BRIDGE FLOORS	3,828.6 M2		
0176	8182000000-M	420	CLASS A CONCRETE (BRIDGE)	872.4 M3		
0177	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (123+38.105-L-LEFT LANE)	Lump Sum	L.S.	
0178	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (123+38.105-L-RIGHT LANE)	Lump Sum	L.S.	
0179	8217000000-M	425	REINFORCING STEEL (BRIDGE)	147,576 KG		
0180	8238000000-M	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	22,343 KG		
0181	8280000000-M	440	APPROX KG STRUCTURAL STEEL	759,200 LS		
0182	8364000000-M	450	HP310X79 STEEL PILES	435 M		
0183	8391000000-N	450	STEEL PILE POINTS	48 EA		
0184	8503000000-M	460	CONCRETE BARRIER RAIL	627.448 M		
0185	8531000000-M	462	100MM SLOPE PROTECTION	622 M2		
0186	8608000000-M	876	PLAIN RIP RAP CLASS II (600MM THICK)	1,781 MTN		
0187	8622000000-M	876	FILTER FABRIC FOR DRAINAGE	1,818 M2		
0188	8650000000-N	SP	POT BEARINGS	Lump Sum	L.S.	
0189	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	

County : Lincoln

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0190	8692000000-N	SP	EVAZOTE JOINT SEALS	Lump Sum	L.S.	

1044/Oct11/Q3377921.168/D758832300000/E190

Total Amount Of Bid For Entire Project :

C200910 (R-2206B)
LINCOLN COUNTY

2/16/99

Contract No: C200910

County: Lincoln

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Execution of Contract and Bonds
Approved as to Form:

Attorney General

