

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

PROPOSAL

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

CONTRACT ID C200908
WBS 33166.3.1

FEDERAL-AID NO. BRZ-1319(15)

COUNTY BUNCOMBE

T.I.P. NO. B-3616

MILES 0.108

ROUTE NO. SR 1319

LOCATION CULVERT ON TRIBUTARY TO MILL CREEK & APPROACHES ON SR-1319.

TYPE OF WORK GRADING, DRAINAGE, PAVING & CULVERT.

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & CULVERT

5% BID BOND OR BID DEPOSIT REQUIRED

PROPOSAL FORM FOR THE CONSTRUCTION OF CONTRACT NO. C200908

IN BUNCOMBE COUNTY NORTH CAROLINA

Date _____ 20__

DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. C200908; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the 2002 Standard Specifications for Roads and Structures by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. C200908

In Buncombe County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

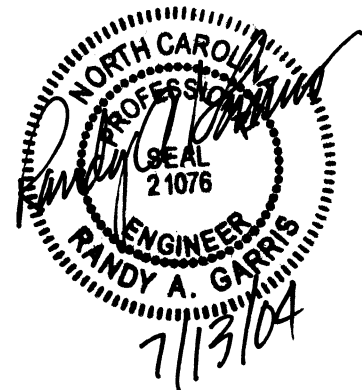
The published volume entitled "North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2002 with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the Construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.



CONTRACT: C200908 (B-3616)
Buncombe County

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PROJECT SPECIAL PROVISIONS

General

7-1-95

SP1G01

CONTRACT TIME AND LIQUIDATED DAMAGES:

7-1-95_R

The date of availability for this contract is the date the Contractor begins work but not before September 27, 2004 or later than March 15, 2005, except that work in jurisdictional waters and wetlands shall not begin until a meeting between NCDOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is the date that is One Hundred Sixty-Five (165) consecutive calendar days after beginning Step 2 of the traffic control phasing or by October 1, 2005, whichever is earlier.

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

The liquidated damages for this contract shall be Five Hundred Dollars (\$500.00) per calendar day. At the preconstruction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

SP1G05

SAFETY INDEX RATING:

6-18-02

Revise the 2002 Standard Specifications as follows:

Page 1-10, Article 102-2

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

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

SP1G14

MAJOR CONTRACT ITEMS:

2-19-02c

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

<u>Line #</u>	<u>Description</u>	SP1G28
78	Class A Concrete (Culvert)	
79	Reinforcing Steel (Culvert)	

SPECIALTY ITEMS:

7-1-95

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

Line #	Description	
23 thru 25	Guardrail Items	
40 thru 54	Utility Construction Items	
55 thru 74	Erosion Control Items	
		SP1G37

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

07-20-04

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

<u>Fiscal Year</u>	<u>Progress (Dollar Value)</u>
2005 (07/01/04 – 06/30/05)	100% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the Standard Specifications. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

SP1G58

ELECTRONIC BIDDING:

03-16-04

Page 1-2, Article 101-11

Delete this article and replace with the following:

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

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

Add after the second paragraph of this article.

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

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

Delete this article and replace with the following:

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

Page 1-14, Article 102-9

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

102-9 ELECTRONIC BIDDING.

The Bidder shall submit bids electronically using the following guidelines:

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

If the prequalified Bidder's *status* changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change.

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

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

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

- a. Surety 2000 (www.surety2000.com)
 - b. Surepath (www.insurevision.com)
4. Debarment Certification – The Bidder shall provide a debarment certification in the electronic bid submittal. If a Bidder cannot provide the debarment certification required, he shall provide an explanation in the Bid Express™ miscellaneous folder within the .ebs file. The explanation will not necessarily result in denial of participation in a contract. Failure to furnish a certification or an explanation will be grounds for rejection of a bid.
 5. Zero (0) is considered a valid bid. Do Not enter zero (0) in any unit price field unless zero (0) is the intended bid for that item.
 6. Include all addenda in the submitted electronic bid. Bid Express™ will not accept a bid which does not contain all addenda. Section 103-2 (Correction of Bid Errors) will not apply to On-Line Electronic Bidding. All addenda and attachments will be considered part of the bid.
 7. The electronic bid may be changed and resubmitted as many times as desired prior to the advertised bid opening time specified in the Invitation to Bid. The latest time stamped electronically submitted bid prior to the advertised bid opening time will constitute the Bid.
 8. The provisions of Section 102-8 will apply to the preparation of bids except that the bid shall be submitted via Bid Express™ On-Line Bid Submission.
 9. All bids shall be submitted with an electronically affixed digital signature. For the purpose of this provision, affixing a digital ID to the bid shall be the equivalent of signing before a notary public and placing in force the non-collusion affidavit and debarment certification on file with the Department.
 10. By submitting an electronic bid, the Bidder certifies that he has read, understands, accepts, acknowledges and agrees to comply with all statements, conditions and Specifications in the electronic bid submittal.
 11. Bids will be decrypted, opened, printed to paper and read publicly at the time and place specified in the invitation to bid.
 12. The successful Bidder if award be made shall submit a fully executed *Execution of Contract, Non-Collusion Affidavit and Debarment Certification* signature sheet, and payment and performance bonds within 14 calendar days of receipt of award letter.
 13. The Department will not be responsible if a Bidder cannot submit his bid to Bid Express™ and claims will not be accepted for this. In the event of technical difficulties, the Department reserves the right to postpone the reading of bids for up to 4 hours past the advertised bid opening time.

14. The pre-bid *Non-Collusion Affidavit, Debarment Certification signature sheet, Execution of Contract, Non-Collusion Affidavit, Debarment Certification signature sheet*, certified check or cashier’s check in lieu of electronic bid bond, payment and performance bonds shall be delivered to the Contract Office at the address shown herein:

Physical Address

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

Mailing Address:

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

SP1G60

DISADVANTAGED BUSINESS ENTERPRISE

07-17-01_R

POLICY

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

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

OBLIGATION

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

GOALS

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

Disadvantaged Business Enterprises 6%

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

LISTING OF DBE SUBCONTRACTORS

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

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

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

REQUIRED INFORMATION

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

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

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

REQUIRED INFORMATION

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

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

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

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

- C. If the DBE participation submitted in the bid by the apparent lowest responsive bidder in response to Paragraph A/B does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit information to satisfy the North Carolina Department of Transportation that sufficient Good Faith efforts have been made to meet the contract goals. One complete set and nine (9) copies of this information must be received in the office of the State Contractual Services Engineer no later than 12:00 noon of the sixth day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms being solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

- (1) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform DBEs of subcontracting opportunities.

- (2) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 days prior to bid opening. Whether the bidder provided written notice to all DBEs listed in the NCDOT DBE directory, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the bidder will be subcontracting.
- (3) Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder must notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, as well as call the project Compliance Officer in the Office of Civil Rights to give notification of the bidder inability to get DBE quotes.
- (4) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces.
- (5) Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract
- (6) Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- (7) Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the Contractor to accept unreasonable quotes in order to satisfy contract goals.
- (8) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.
- (9) Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.

- (10) Any other evidence that the bidder submits which show that the bidder has made reasonable Good Faith efforts to include DBE participation.

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

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

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

DBE DIRECTORY

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

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

REPLACEMENT OF DBEs

(A) Performance Related

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

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

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

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

(B) Decertification

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

DEFINITIONS

For purposes of this provision the following definitions will apply:

- (1) Socially and economically disadvantaged individuals means a person who has a net worth of \$750,000.00 or less and is a citizen or lawful permanent resident of the United States and who is:
 - (a) A Black American
 - (b) A Hispanic American
 - (c) A Subcontinent Asian American
 - (d) A Native American
 - (e) An Asian-Pacific American
 - (f) A Woman
 - (g) Members of other groups, or other individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(d) of the Small Business Act, as amended (15 U.S.C. 637(d)).
 - (h) Members of other groups, or other individuals found to be economically and socially disadvantaged by the N. C. Department of Transportation under the Criteria for Disadvantaged Business Enterprises as published by the Department.
- (2) Disadvantaged Business Enterprise (DBE) means a for-profit small business concern.
 - (a) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation in which 51 percent of the stock is owned by one or more such individuals; and
 - (b) Whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it,

COUNTING DBE PARTICIPATION TOWARD MEETING THE DBE GOAL

- (1) If a firm is determined to be an eligible DBE firm and certified by the Department, the total dollar value of the participation by the DBE will be counted toward the goal. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the contractor.

- (2) When a DBE performs as a participant in a joint venture, the contractor may count toward its DBE goal a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- (3) (a) The Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
- (b) Consistent with normal industry practices, a DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal. If a DBE Contractor or Subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.
- (c) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.
- (1) The DBE firm must be responsible for the management and supervision of entire trucking operation
 - (2) The DBE must itself own and operate at least one fully licensed, insured and operational truck
 - (3) The DBE will receive full credit for all trucks it owns, insures, operates, and employs drivers
 - (4) The DBE will receive full credit for all trucks leased from a certified DBE firm
 - (5) The DBE will only receive credit for the fees or commission for trucks leased from a non-DBE firm
 - (6) Others may use trucks during the term of the lease so long as the lease gives priority to the DBE for the use of the truck(s).

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

- (4) A Contractor may count toward its DBE goal 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.
- (a) For purposes of this provision, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
- (b) For purposes of this provision, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.
- (5) A contractor may count toward its DBE goal the following expenditures to DBE firms that are not manufacturers or regular dealers:
- (a) The fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goal, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (b) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), toward DBE goals, provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

REPORTS

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

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

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

REPORTING DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

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

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

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

SP1G61

RETAINAGE AND PROMPT PAYMENT:

1-01-02

Retainage:

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

The 2002 Standard Specifications shall be revised as follows:

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

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

Insert the following:

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

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

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

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

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

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

SP1G73

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

03-21-90

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

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

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

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

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

SP1G85

DOMESTIC STEEL AND IRON PRODUCTS:

7-1-95

All steel and iron products which are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined project cost of the bid items involved does not exceed one-tenth of one percent (0.1 percent) of the total amount bid for the entire project or \$2,500.00, whichever is greater. This minimal amount of foreign produced steel and iron products permitted for use by this Special Provision is not applicable to fasteners. Domestically produced fasteners are required for this project.

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

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

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

SP1G97

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

11-22-94

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SP1G100

SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:

03-21-95

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

This project is located on a roadway classified as a local road or rural minor collector so the requirements of Paragraph IV - Payment of Predetermined Minimum Wage - Paragraph V - Statements and Payrolls; and Paragraph VI - Records of Materials, Supplies, and Labor are exempt from this contract.

SP1G103

SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:

12-15-98

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

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

SP1G109

COMPENSATION AND RECORD KEEPING

03-16-04

Revise the *2002 Standard Specifications* as follows:

104-8 Compensation and Record Keeping

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

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

SP1G110

CONTRACTOR BORROW SOURCE

07-20-04

Revise the *2002 Standard Specifications* as follows:

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

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

1. If wetlands or streams are present within 400 feet of the borrow source and the contractor proposes to dewater:
 - a. Submit a hydrologic analysis (DRAINMOD or equivalent) to determine if excavation, pump frequency/duration/volume will permanently impact or cause degradation to wetlands or streams. The analysis shall consist of, but not be limited to:
 - Required buffer width to avoid long term impacts to wetlands or stream
 - Return interval to pre-existing hydrologic conditions after pit excavation and dewatering is completed.
 - b. Attach a conservation easement specifying that the completed pit impoundment, upon returning to mean water table elevation, shall not be drained, ditched, used for irrigation, or any other manner that would degrade wetlands and streams.
 - c. Provide copy of recorded conservation easement to Engineer prior to commencement of any work on proposed pit.
2. If wetlands or streams are not present within 400 feet, no additional documentation will be required.

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

SP1G111

SUBSURFACE INFORMATION:

07-01-95

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

SP1G112

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

03-18-03

Within quarantined area:

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county:

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact:

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include:

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

SP1G130

SAFETY VESTS:

6-19-01

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

SP1G139

DIRECTOR OF CONSTRUCTION IN LIEU OF CHIEF ENGINEER

03-16-04

Revise the 2002 Standard Specifications as follows:

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

Revision to Definitions of Terms

Page 1-4, Article 101-35

101-35 ENGINEER

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

SP1G143

TWELVE MONTH GUARANTEE:

07-15-03

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

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision shall not be used as a mechanism to force the Contractor to return to the project to make repairs or perform

additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

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

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

SP1G145

PROJECT SPECIAL PROVISIONS

Roadway

7-1-95

SP1R01

CLEARING AND GRUBBING:

9-17-02

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

The 2002 Standard Specifications shall be revised as follows:

Page 2-3, Article 200-5

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

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

SP2R01

BURNING RESTRICTIONS:

7-1-95

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

SP2R05

BORROW EXCAVATION:

2-19-02

Revise the 2002 Standard Specifications as follows:

Page 2-20, Article 230-6

After the first paragraph, insert the following paragraph:

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

SP2R37

SHOULDER AND FILL SLOPE MATERIAL(LUMP SUM GRADING) 5-21-02

General:

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

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

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

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

Compensation:

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

SP2R45

AGGREGATE BASE COURSE GRADATION AND PLASTICITY INDEX: 10-16-01

Use aggregate base course material meeting the requirements of the Standard Specifications, except that it must have a maximum Plasticity Index (PI) of 3. Grade the minus 200 fraction of the aggregate base course material in accordance with footnote (a) of Tables 520-1, 1010-1, and 1010-2, whichever is applicable.

SP5R10

ASPHALT PAVEMENTS - SUPERPAVE 02-17-04

Revise the 2002 Standard Specifications as follows:

PRIME COAT

Page 6-2, Article 600-9

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

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

ASPHALT TACK COAT

Page 6-4, Article 605-8

Insert the following after paragraph one in this Article:

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

FIELD VERIFICATION AND JOB MIX FORMULA ADJUSTMENTS

Page 6-7, Article 609-4

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

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

Page 6-8, Article 609-4

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

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

Page 6-8, Article 609-4

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

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

Quality control minimum sampling and testing schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTROL CHARTS

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

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

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

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

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

CONTROL LIMITS

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

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

CONTROL LIMITS

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

FIELD COMPACTION QUALITY CONTROL

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

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

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

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

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

LIMITED PRODUCTION PROCEDURE

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

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

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

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

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

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

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

DOCUMENTATION (RECORDS)

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

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

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

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

Falsification of test results, documentation of observations, records of inspection, adjustments to the process, discarding of samples and/or test results, or any other deliberate misrepresentation of the facts will result in the revocation of the applicable person's QMS certification. The Engineer will determine acceptability of the mix and/or pavement represented by the falsified results or documentation. If the mix and/or pavement in question is determined to be acceptable, the Engineer may allow the mix to remain in place at no pay for the mix, asphalt binder and other

mix components. If the mix and/or pavement represented by the falsified results is determined not to be acceptable, remove and replace with mix, which complies with the Specifications. Payment will be made for the actual quantities of materials required to replace the falsified quantities, not to exceed the original amounts.

QUALITY ASSURANCE

Page 6-18, Article 609-6

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

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

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

Page 6-19, Article 609-6

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

Insert the following after Item 4 under Density Quality Assurance:

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

LIMITS OF PRECISION

Page 6-19, Article 609-6

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

QA retest of prepared QC Gyratory Compacted

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

ASPHALT CONCRETE PLANT MIX PAVEMENTS – DESCRIPTION

Page 6-21, Article 610-1

Insert the following after the last paragraph in this Article:

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

MATERIALS

Page 6-21, Article 610-2

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

COMPOSITION OF MIXTURES (MIX DESIGN AND JOB MIX FORMULA)

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

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

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

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

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

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

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

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

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

binder PG grade must be one grade below (both high and low temperature grade) the specified grade for the mix type. When the percentage of RAP is greater than 25 percent of the total mixture, the Engineer will establish and approve the asphalt binder grade.

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

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

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

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

Under the quantities of mix components insert the following sentence:

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

JOB MIX FORMULA

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

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

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

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

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

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

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

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

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

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

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

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

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

ASPHALT PLACEMENT- MINIMUM TEMPERATURE REQUIREMENTS

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

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

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

SPREADING AND FINISHING

Page 6-32, Article 610-8

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

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

Page 6-33, Article 610-8

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

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

DENSITY REQUIREMENTS

Page 6-34, Article 610-10,

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

**Table 610-4
MINIMUM DENSITY REQUIREMENTS**

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

- (a) All S 4.75A pavement will be accepted for density in accordance with Article 105-3
- (b) Compaction to the above specified density will be required when the S 4.75 A mix is applied at a rate of 100 lbs/sy (55 kg/m²)

Page 6-34, Article 610-10

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

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

SURFACE REQUIREMENTS AND ACCEPTANCE

Page 6-35, Article 610-12

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

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

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

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

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

DENSITY ACCEPTANCE

Page 6-36, Article 610-13

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

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

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

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

Page 6-36, Article 610-13

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

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

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

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

Page 6-36, Article 610-13

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

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

BASIS OF PAYMENT, ASPHALT PAVEMENTS

Page 6-37, Article 610-16

Add the following to the second paragraph:

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

Add the following to the payment item description:

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

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

ASPHALT BINDER FOR PLANT MIX - METHOD OF MEASUREMENT

Page 6-39, Article 620-4

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

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

CONSTRUCTION REQUIREMENTS

Page 6-43, Article 650-5

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

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

AGGREGATES FOR ASPHALT PLANT MIXES

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

Delete this Subarticle and substitute the following:

(4) Flat and Elongated Pieces:

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

Delete Table 1012-1 and substitute the following:

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

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

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

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

Insert the following after the fourth paragraph on this page:

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

Table 1012-1A

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

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

FINE AGGREGATE ANGULARITY

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

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

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

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

ASPHALT BINDER

Page 10-46, Article 1020-2

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

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

SP6R01

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

11-21-00_R

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

Asphalt Concrete Base Course, Type B 25.0__	4.3%
Asphalt Concrete Intermediate Course, Type I 19.0__	4.7%
Asphalt Concrete Surface Course, Type S 4.75A	7.0%
Asphalt Concrete Surface Course, Type SF 9.5A	6.5%
Asphalt Concrete Surface Course, Type S 9.5__	6.0%
Asphalt Concrete Surface Course, Type S 12.5__	5.5%

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

SP6R15

ASPHALT PLANT MIXTURES:

7-1-95_c

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

SP6R20

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

11-21-00

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

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

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

SP6R25

DISPOSAL OF WASTE AND DEBRIS:

2-19-02

Revise the 2002 Standard Specifications as follows:

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

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

SP8R03

GUARDRAIL POSTS AND OFFSET BLOCKS:

06-22-04

Revise the *2002 Standard Specifications* as follows:

Page 10-69, Subarticle 1046-3

Delete this sub-article in its entirety and replace with the following:

1046-3 POSTS AND OFFSET BLOCKS.**(A) General:**

The Contractor may at his option furnish either of the following types of steel guardrail posts. Only one type of post will be permitted at any one continuous installation. Use structural steel posts throughout the project, unless otherwise directed or detailed in the plans.

1. Steel W6 x 8.5 or W6 x 9.0 posts
2. Steel 4.5" x 6.0" "C" shape posts (C150 x 12.2 kg/m)

The Contractor may at his option furnish either of the following types of treated timber posts if specifically directed or detailed in the plans. Only one type of post will be permitted at any one continuous installation.

1. Timber 6" x 8" (152 mm x 203 mm) posts.
2. Timber 8" x 8" (203 mm x 203 mm) posts.

(B) Structural Steel Posts:

Fabricate steel posts for guardrail of the size and weight shown on the plans from structural steel complying with the requirements of Section 1072. Metal from which C shape posts are fabricated shall meet the requirements of ASTM A570 for any grade of steel, except that mechanical requirements shall meet the requirements of ASTM A36. Punch or drill the holes for connecting bolts. Burning will not be permitted. After fabrication, the posts shall be galvanized in accordance with Section 1076.

(C) Treated Timber Posts:

Timber guardrail posts shall be of treated southern pine meeting the requirements of Article 1082-2 and 1082-3.

Bore bolt holes to a driving fit for the bolts. A minus tolerance of 1 percent will be allowed in the length of the post. Perform all framing and boring before the posts receive preservative treatment.

(D) Offset Blocks:

Provide 8-inch deep recycled plastic or composite offset blocks that have been approved for use with the guardrail shown in the standard drawings and/or plans. Only one type of offset block will be permitted at any one continuous installation. Prior to beginning the installation of recycled offset block, submit the FHWA acceptance letter for each type of block to the Engineer for approval.

Treated timber offset blocks with steel beam guardrail will not be allowed unless required by Specifications, directed by the Engineer or detailed in the plans. Steel offset blocks with steel beam guardrail will not be allowed.

Recycled plastic or composite offset blocks shall be made from no less than 50% recycled plastic or composite, and shall meet the following minimum requirements:

- Specific Gravity: 0.950
- Compressive Strength in Lateral Direction:..... 1600 psi (11 MPa)
- Maximum Water Absorption: 10% by weight
- Maximum Termite and Ant Infestation:..... 10%
- Testing..... Shall pass NCHRP Report 350,
Test Level 3 by CRASH TESTING

Revise the *2002 Standard Roadway Drawings* as follows:

Sheet 4 of 6, Standard 862.03, delete the note and substitute the following:

Note: The midpost and offset block of the WTR section will require special bolt hole drilling in the thrie beam offset block and line post. SP8R57

GUARDRAIL ANCHOR UNITS, TYPE 350:**04-20-04****DESCRIPTION**

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

MATERIALS

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

Guardrail anchor unit (ET-2000) as manufactured by:

TRINITY INDUSTRIES, INC.
2525 N. STEMMONS FREEWAY
DALLAS, TEXAS 75207
TELEPHONE: 1-800-644-7976

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

ROAD SYSTEMS, INC.
3616 OLD HOWARD COUNTY AIRPORT
BIG SPRING, TEXAS 79720
TELEPHONE: (915) 263-2435

Prior to installation the Contractor shall submit to the Engineer:

1. FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Section 106-2 of the Standard Specifications.
2. Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Section 105-2 of the Specifications.

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

CONSTRUCTION

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

MEASUREMENT AND PAYMENT

Measurement and payment will be made in accordance with Articles 862.5 and 862-6 of the Standard Specifications.

Payment will be made under:

Guardrail Anchor Units, Type 350.....	Each	
		SP8R65

AGGREGATE PRODUCTION: 11-20-01

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

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

SP10R05

CONCRETE BRICK AND BLOCK PRODUCTION:**11-20-01**

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

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

SP10R10

FINE AGGREGATE:**11-19-02**

Revise the 2002 Standard Specifications as follows:

Page 10-17, Table 1005-2

Make the following change to the table:

For Standard Size 2MS the following gradation change applies.

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

SP10R15

BORROW MATERIAL**02-17-04**

Revise the 2002 Standard Specifications as follows:

Page 10-44

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

SP10R17

DRUMS:**07-16-02**

Revise the 2002 Standard Specifications as follows:

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

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

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

SP11R05

PAVEMENT MARKING GENERAL REQUIREMENTS:

07-16-02

Revise the 2002 Standard Specifications as follows:

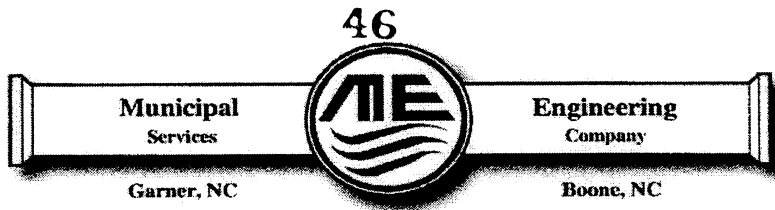
Page 12-10, Subarticle 1205-3(J)

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

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

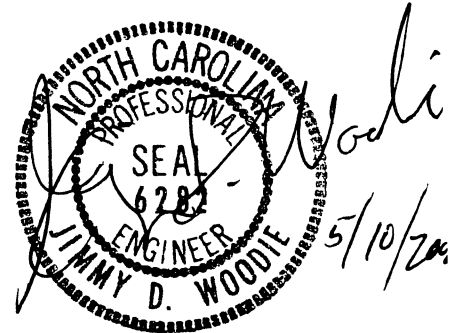
<http://www.doh.dot.state.nc.us/preconstruct/traffic/congestion/TC/>”

SP12R01



Project: B-3616 County: Buncombe

PROJECT SPECIAL PROVISIONS
Utility Construction



I. GENERAL CONSTRUCTION REQUIREMENTS:

Specifications:

The proposed utility construction shall meet the applicable requirements of the NC Department of Transportation's "Standard Specifications for Roads and Structures" dated January 2002, and the following provisions.

The Contractor shall be responsible for field verifying location, size, type and elevation of all underground utilities. As well as reconnecting any water and/or sanitary sewer services disturbed during construction which are not shown on the plans. The water line shall be installed as to provide a minimum of 3 feet of coverage above the top of pipe from finished grade, unless shown differently on plans.

The Contractor is herein forewarned as to the possibility of having to vary the depth of the pipeline installation to achieve minimum clearance of existing or proposed utilities or storm drainage while maintaining minimum cover specified (whether existing or proposed pipelines, conduits, cables, mains, storm drainage are shown on the plans or not).

All ductile iron pipes 12" diameter and smaller shall be pressure class 350psi complying with the requirements of Subsection 1036-5 of the NCDOT Standard Specifications for Roads and Structures, unless otherwise indicated herein.

Double strap tapping saddles shall be installed for all new/relocated water service lines 1 inch and smaller in diameter.

Due to the above average operating pressures of the system, all piping, valves and bends shall be properly restrained regardless of the type and soil bearing capacity. **PRECAST CONCRETE THRUST BLOCKING WILL NOT BE ALLOWED.**

The Contractor shall submit his proposed method of anchoring to the Engineer for review and approval of restraining all pipe, pipe bends, valves and other related appurtenances. Anchoring will be the responsibility of the Contractor. Connecting to existing water mains may alter such lines to the extent that these pipelines with existing pipe bends, valves and other related appurtenances may

also require restrained retainer glands, or reaction blocking; this is also the responsibility of the Contractor.

All valve box covers and sanitary sewer manhole covers shall be cast to indicate "WATER" or "SEWER", as the case may be with the appropriate utility owner's special cover verbiage cast into the cover.

Water lines and Valves:

The existing utilities belong to the City of Asheville and the Metropolitan Sewerage District of Buncombe County (MSD). The Contractor shall provide access for the Owner's representatives to all phases of construction. Notify the Owner's two weeks before commencement of any work and one week before service interruption. Interruption of water service on main lines shall be limited to a maximum of four (4) hours. Individual service connection interruptions shall be scheduled between regular working hours. Water services shall be restored within the same working day.

All 6 inch valves shall be Ductile Iron Resilient Seat Gate Valves and all 16 inch valves shall be Butterfly Valves. All valves shall meet the specification as shown in the NCDOT Standard Specifications for Roads and Structures, Section 1036-7.

Disinfecting and pressure testing shall be done in accordance with the current City of Asheville requirements and specifications.

After the installed pipe, fittings, valves, hydrants, corporation stops and end plugs are inserted and secured, the pipeline shall be subjected to a hydrostatic pressure of 200 psi for a period of 2 hours, by pumping the section full of clean water using an approved pressure pump.

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

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

The pressure test and leakage test may be performed concurrently.

All valves on the lines being sterilized shall be opened and closed several times during the chlorinating period. The pipeline shall then be flushed with clean water until the residual chlorine is reduced to less than 1.0 ppm or at the same level as in the existing water mains. Samples of water shall be taken at representative points along the pipeline by a certified testing laboratory and tested for chlorine residual and coliform bacteria.

The Contractor shall be responsible for field verifying location, size, type and elevation of all underground utilities.

II. COMPENSATION:

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

Owner and Owner's Requirements:

The existing water utilities belong to the City of Asheville. The Contractor shall provide access for the owner's representatives to all phases of construction. The owners shall be notified two weeks prior to commencement of any work and one week prior to service interruption.

Contacts:

City of Asheville – Water Resources: Michael Brookshire – 828-259-5955

City of Asheville – Engineering Department: John Echeverri – 828-259-5617

1. Bedding Material:

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

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

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

2. Butterfly Valve and Valve Box:

Butterfly valves shall be of the rubber-seated, tight-closing type, conforming to the latest revision of AWWA C504 Specifications. The manufacturer shall have a minimum of 5 years experience in manufacturing butterfly valves of the sizes required in accordance with AWWA C504 Specifications. All butterfly valves shall be the product of one manufacturer. Each valve shall be performance and

leak tested as specified in AWWA C504 revised as follows: In addition to the testing requirements of AWWA C504, each butterfly valve shall be thoroughly cleaned and opened and closed at least three (3) times prior to testing. Certified copies of the test results shall be submitted to the Engineer for approval prior to shipment of the valve.

Butterfly valves shall be designed for a minimum working pressure of 250psi. The valve body shall have cast thereon "250B" to denote the valve as of the working pressure defined by these specifications.

Valve bodies shall be epoxy coated cast iron conforming to ASTM A-126, Grade B, ASTM A-48, Class 40 or Ductile Iron ASTM A536, Grade 65-45-12. Where required to meet design operating conditions, valve bodies shall be manufactured of higher strength materials. Valve bodies shall have integral hubs for housing shaft bearings and seals. The valve body thicknesses shall exceed the AWWA C504 Class 150B thickness by 20% for valves 12 inch through 24 inch and by 50% on valves 30 inch and larger.

Butterfly valves shall be of the concentric or eccentric shaft types. Valve discs shall be constructed of epoxy coated ductile iron, ASTM A536, Grade 65-45-12. Disks shall be of the "offset" design to provide a full 360 degree seating surface with no external ribs transverse to flow, and shall comply with the latest revision of AWWA C504 Specifications. The valve manufacturer shall furnish Shop Drawings, which include end clearance dimensions when the disc is in the full open position.

The resilient valve seat shall be synthetic rubber designed to seat against a pressure differential of 250psi on either side of the valve. The resilient seat shall be mechanically attached to the valve disc or valve body. Any required seat attachment hardware shall be stainless steel. The resilient seat shall be capable of being adjusted or replaced in the field without moving the valve disc along the shaft axis, or removing the valve from the line. The mating seat surface shall be stainless steel or monel. The seats shall be factory tested as per AWWA C504 at a test pressure of 250psi, and post adjusted for differential pressures indicated herein.

Valve shafts shall be one-piece or two-piece units of stainless steel construction meeting ASTM A564, Type 630 condition H1110, non-rising, suitably sized to transmit the torques required to operate the valve under a differential pressure of 250psi with appropriate safety factor. Shafts shall be securely attached to valve disc by means of conservatively sized corrosion-resistant taper pins, threaded at one end and secured with lockwashers and nuts (i.e.: mechanically attached). Provide O-ring seal on taper pin if required to prevent leakage. Shaft key shall be constructed of corrosion-resistant material.

Shaft bearings shall be contained in the integral hubs of the valve body and shall be the permanently self-lubricated, corrosion resistant, sleeve type of teflon or

heavy-duty bronze. The valve assembly shall be furnished with a factory set two-way thrust bearing designed to center the valve disc in the valve seat at all times. End cover bolts shall be of stainless steel construction. Such valves shall have mechanical joint ends.

A shaft seal shall be provided of the type utilizing "O" ring seals. The "O" ring type shaft seal shall be contained in a removable bronze cartridge. The bronze cartridge shall be manufactured from ASTM B505 copper alloy UNS #C93200 and shall meet the requirements of AWWA C504 for bronze, Grade E. The "O" ring material shall be nitrile, BUNA-N rubber, as intended for use with potable water and per ASTM D-2000 with a hardness of 70 Shore A Durometer.

Manual operators for butterfly valves shall be the traveling 2" nut type conforming to AWWA C504. Operators shall be equipped with adjustable AWWA limit stops and shall open counterclockwise.

All valve boxes shall be of the sliding type, placed so as not to transmit shock or stress to the valve and shall be centered and plumb over the operating nut. All valve boxes shall be 2- piece cast iron, sliding type, 6" shaft, with heavy duty traffic weight collar and the lid marked with the appropriate carrier product (i.e.:water).

Butterfly valve assemblies, installed in accordance with the plans and provisions herein and accepted, will be paid for at the contract unit price per each for "16" Butterfly Valve and Valve Box". Such prices and payments will be full compensation for all materials, excavation, equipment, labor, installation, backfilling, fittings, thrust collars (if required), valve box and pad, compacted stone, and incidentals necessary to complete the work required.

PROJECT: B-3616
COUNTY: Buncombe

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PROJECT SPECIAL PROVISIONS

UTILITIES BY OTHERS:

General:

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

- A. BELLSOUTH
- B. PROGRESS ENERGY
- C. CHARTER COMMUNICATIONS(CABLE)

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

The Contractor's attention is directed to Article 105.8 of the Standard Specifications.

Utilities Requiring Adjustment:

- A. BELLSOUTH
The new overhead lines will be installed and completed by date of availability (September 27, 2004). Underground fiber optics cable will be installed 10' inside of right of way on south side of bridge. Contact for BellSouth is Scott Addington at (828)239-2316
See Utilities by Others Plans for details.
- B. PROGRESS ENERGY
The new lines will be installed and completed by date of availability (September 27, 2004). Progress Energy overhead power lines will be hung from BellSouth poles
See Utilities by Others Plans for details.
- C. CHARTER COMMUNICATIONS
Charter Communications cables will be hung from BellSouth poles and Charter requires one (1) weeks notice, and (2) weeks to complete, after Progress Energy has completed their installation.
See Utilities by Others Plans for details.

B-3616**Project Special Provisions
Erosion Control****Buncombe County****Seeding And Mulching**

(8ED)

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

August 1 - June 1

May 1 - September 1

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

Approved Kentucky Bluegrass Cultivars:

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

Approved Hard Fescue Cultivars:

Aurora	Bardur	Crystal	Reliant	Scaldis
Spartan	Valda	Waldina	Warwick	

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

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

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

Temporary Seeding:

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

Fertilizer Topdressing:

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre (560 kg per hectare). Upon written approval of the Engineer, a different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis.

Supplemental Seeding:

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

Mowing:

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

Lawn Type Appearance

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

Specialized Hand Mowing:

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

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

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

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

Payment will be made under:

Specialized Hand Mowing.....HR

Minimize Removal Of Vegetation

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

Stockpile Areas

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

Waste Areas And Borrow Sources:

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

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

Gravel Construction Entrance:

Description:

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

Materials:

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

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

Construction:

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

Method Of Measurement:

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

Basis Of Payment:

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

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

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

Impervious Dike:

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

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

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

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

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

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

Temporary Pipe For Culvert Construction:

The work covered by this section consists of furnishing, installing, maintaining and removing any and all temporary pipe used on this project in conjunction with the culvert construction. The Contractor shall install temporary pipe in locations shown on the plans in such a manner approved by the Engineer. The temporary pipe shall provide a passage-way for the stream through the work-site. The minimum size requirements will be as stated on the Erosion and Sediment Control plans.

The quantity of temporary pipe to be paid for will be the actual number of linear feet (meters) of temporary pipe approved by the Engineer and measured in place from end to end.

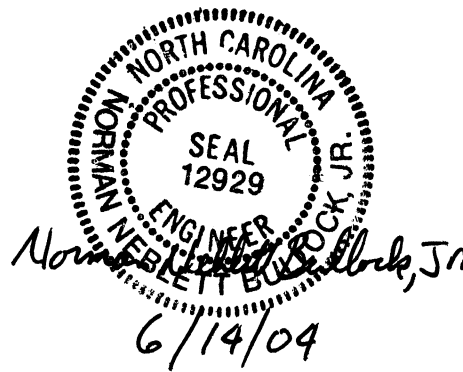
The quantity of temporary pipe measured as provided above will be paid for at the contract unit price per linear foot (meter) for "___ inch (mm) Temporary Pipe".

The above prices and payments will be full compensation for all work covered by this section including but not limited to furnishing all materials required for installation, construction, maintenance, and removal of temporary pipe.

**Project Special Provisions
Culvert**

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PROJECT SPECIAL PROVISIONS
CULVERT

PROJECT B-3616

BUNCOMBE COUNTY

ADHESIVELY ANCHORED ANCHOR BOLTS OR DOWELS

(10-12-01)

1.0 DESCRIPTION

The work covered by this Special Provision consists of furnishing all necessary labor, equipment, and materials and performing all operations necessary for installing anchor bolts/dowels in concrete using an adhesive bonding system in accordance with the details shown on the plans and with the requirements of this specification unless otherwise directed.

Submit a description of the proposed adhesive bonding system to the Engineer for review, comments and acceptance. Include in the description the bolt type and its deformations, equipment, manufacturer's recommended hole diameter, embedment depth, material specifications, and any other material, equipment or procedure not covered by the plans or these specifications. List the properties of the adhesive, including density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength. If bars/dowels containing a corrosion protective coating are required, provide an adhesive that does not contain any chemical elements that are detrimental to the coating and include a statement to this effect in the submittal.

2.0 MATERIALS

Use an adhesive bonding system that has been tested for a tensile strength of 125% of the specified anchor bolt/dowel yield load. Provide certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that the anchor bolt/dowel will not move. The minimum concrete compressive strength is 3000 psi (20.7 MPa) for certification and anchorage selection.

Package components of the adhesive so that one whole container of each component mixes to form one batch of adhesive. Use containers designed so that all of the contents may be removed easily and sealed tightly to prevent leakage. Furnish adhesive material requiring hand mixing in two separate containers designated as Component A and Component B. Provide a self contained cartridge or capsule consisting of two components which are automatically mixed as they are dispensed, as in the case of a cartridge, or drilled into, as in the case of a capsule.

Clearly label each container with the manufacturer's name, date of manufacture, batch number, batch expiration date, direction for use, and warnings and precautions concerning the contents as required by State or Federal Laws and Regulations.

3.0 PROCEDURE

A. Drilling of Holes into Concrete

When directed, use a jig or fixture to ensure the holes are positioned and aligned correctly during the drilling process. Upon approval, adjusting hole locations to avoid reinforcing steel is permitted.

Drill the holes with a pneumatic drill unless another drilling method is approved. Follow the manufacturer's recommendations regarding the diameter of the drilled hole.

Immediately after completion of drilling, blow all dust and debris out of the holes with oil-free compressed air using a wand extending to the bottom of the hole. Remove all dust from the sides of the holes by brushing the holes with a stiff-bristled brush of a sufficient size and then blow the hole free of dust. Repeat this procedure until the hole is completely clean. Check each hole with a depth gauge to ensure proper embedment depth.

Repair spalled or otherwise damaged concrete using approved methods.

B. Inspection of Holes

Inspect each hole immediately prior to placing the adhesive and the anchor bolts/dowels. Ensure all holes are dry and free of dust, dirt, oil, and grease. Rework any hole that does not meet the requirements of this Special Provision.

C. Mixing of Adhesive

Mix the adhesive in strict conformance with the manufacturer's instructions.

D. Embedment of Anchor Bolt/Dowel

Clean each anchor bolt/dowel so that it is free of all rust, grease, oil, and other contaminants.

Unless otherwise shown on the plans, the minimum anchor bolt/dowel embedment depth is such that the adhesive develops at least 125% of the anchor bolt/dowel yield load as determined by the manufacturer.

Insert the anchor bolt/dowel the specified depth into the hole and slightly agitate it to ensure wetting and complete encapsulation. After insertion of the anchor bolt/dowel, strike off any excessive adhesive flush with the concrete face. Should the adhesive fail to fill the hole, add additional adhesive to the hole to allow a flush strike-off.

Do not disturb the anchor bolts/dowels while adhesive is hardening.

4.0 FIELD TESTING

When specified on the plans, test the installed anchor bolts/dowels for adequate adhesive as specified below. Inform the Engineer when the tests will be performed at least 2 days prior to testing. Conduct the tests in the presence of the Engineer.

Use a calibrated hydraulic centerhole jack system for testing. Place the jack on a plate washer that has a hole at least 1/8 inch (3 mm) larger than the hole drilled into the concrete. Position the plate washer on center to allow an unobstructed pull. Position the anchor bolts/dowels and the jack on the same axis. Have an approved testing agency calibrate the jack within 6 months prior to testing. Supply the Engineer with a certificate of calibration.

In the presence of the Engineer, field test 10% of the first 50 anchor bolts/dowels prior to installing any additional anchors. For testing, apply and hold briefly 90% of the anchor bolt/dowel yield load shown on the plans. No visible signs of movement of the anchor bolts/dowels is permitted under this load. Upon receiving satisfactory results from these tests, install the remaining anchors. Test a minimum of 2% of the remaining anchors as previously described.

Record data for each anchor bolt/dowel tested on the report form entitled "Installation Test Report of Adhesively Anchored Anchor Bolts or Dowels". Obtain this form from the North Carolina Department of Transportation Materials and Tests Engineer. Submit a copy of the completed report forms to the Engineer.

Final acceptance of the adhesively anchored system is based on the conformance of the pull test to the requirements of this specification. Failure to meet the criteria of this specification is grounds for rejection.

5.0 BASIS OF PAYMENT

No separate measurement or payment will be made for furnishing, installing, and testing anchor bolts/dowels.

Payment at the contract unit prices for the various pay items will be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the above work.

FALSEWORK AND FORMWORK

(10-12-01)

1.0 DESCRIPTION

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

Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain

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

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

2.0 MATERIALS

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

3.0 DESIGN REQUIREMENTS

A. Working Drawings

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

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints. Submit the number of copies as called for by the contract.

When required, have the drawings and calculations prepared under the guidance of, and sealed by, a North Carolina Registered Professional Engineer who is knowledgeable in temporary works design.

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

1. Wind Loads

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph (177 km/hr). In addition, Table 2.2A is included to provide the maximum wind speeds by county in North Carolina.

Table 2.2 - Wind Pressure Values

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

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-17 of the Standard Specifications and these Special Provisions.

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

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

COUNTY	25 YR (mph) (km/hr)	COUNTY	25 YR (mph) (km/hr)	COUNTY	25 YR (mph) (km/hr)
Alamance	70 (112.7)	Franklin	70 (112.7)	Pamlico	100 (160.9)
Alexander	70 (112.7)	Gaston	70 (112.7)	Pasquotank	100 (160.9)
Alleghany	70 (112.7)	Gates	90 (144.8)	Pender	100 (160.9)
Anson	70 (112.7)	Graham	80 (128.7)	Perquimans	100 (160.9)
Ashe	70 (112.7)	Granville	70 (112.7)	Person	70 (112.7)
Avery	70 (112.7)	Greene	80 (128.7)	Pitt	90 (144.8)
Beaufort	100 (160.9)	Guilford	70 (112.7)	Polk	80 (128.7)
Bertie	90 (144.8)	Halifax	80 (128.7)	Randolph	70 (112.7)
Bladen	90 (144.8)	Harnett	70 (112.7)	Richmond	70 (112.7)
Brunswick	100 (160.9)	Haywood	80 (128.7)	Robeson	80 (128.7)
Buncombe	80 (128.7)	Henderson	80 (128.7)	Rockingham	70 (112.7)
Burke	70 (112.7)	Hertford	90 (144.8)	Rowan	70 (112.7)
Cabarrus	70 (112.7)	Hoke	70 (112.7)	Rutherford	70 (112.7)
Caldwell	70 (112.7)	Hyde	110 (177.0)	Sampson	90 (144.8)
Camden	100 (160.9)	Iredell	70 (112.7)	Scotland	70 (112.7)
Carteret	110 (177.0)	Jackson	80 (128.7)	Stanley	70 (112.7)
Caswell	70 (112.7)	Johnston	80 (128.7)	Stokes	70 (112.7)
Catawba	70 (112.7)	Jones	100 (160.9)	Surry	70 (112.7)
Cherokee	80 (128.7)	Lee	70 (112.7)	Swain	80 (128.7)
Chatham	70 (112.7)	Lenoir	90 (144.8)	Transylvania	80 (128.7)
Chowan	90 (144.8)	Lincoln	70 (112.7)	Tyrell	100 (160.9)
Clay	80 (128.7)	Macon	80 (128.7)	Union	70 (112.7)
Cleveland	70 (112.7)	Madison	80 (128.7)	Vance	70 (112.7)
Columbus	90 (144.8)	Martin	90 (144.8)	Wake	70 (112.7)
Craven	100 (160.9)	McDowell	70 (112.7)	Warren	70 (112.7)
Cumberland	80 (128.7)	Mecklenburg	70 (112.7)	Washington	100 (160.9)
Currituck	100 (160.9)	Mitchell	70 (112.7)	Watauga	70 (112.7)
Dare	110 (177.0)	Montgomery	70(112.7)	Wayne	80 (128.7)
Davidson	70 (112.7)	Moore	70 (112.7)	Wilkes	70 (112.7)
Davie	70 (112.7)	Nash	80 (128.7)	Wilson	80 (128.7)
Duplin	90 (144.8)	New Hanover	100 (160.9)	Yadkin	70 (112.7)
Durham	70 (112.7)	Northampton	80 (128.7)	Yancey	70 (112.7)
Edgecombe	80 (128.7)	Onslow	100 (160.9)		
Forsyth	70 (112.7)	Orange	70 (112.7)		

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize, metallize or otherwise protect these devices as directed by the Engineer. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

B. Review and Approval

The Engineer is responsible for the review and approval of temporary works' drawings.

Submit the working drawings sufficiently in advance of proposed use to allow for their review, revision (if needed), and approval without delay to the work.

Do not start construction of any temporary work for which working drawings are required until the drawings have been approved. Such approval does not relieve the Contractor of the responsibility for the accuracy and adequacy of the working drawings.

The time period for review of the working drawings does not begin until complete drawings and design calculations, when required, are received by the Engineer.

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

If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

Construct temporary works in conformance with the approved working drawings. Ensure that the quality of materials and workmanship employed is consistent with that assumed in the design of the temporary works. Do not weld falsework members to any portion of the permanent structure unless approved. Show any welding to the permanent structure on the approved construction drawings.

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch (25 mm). For cast-in-place concrete structures, make sure that the calculated deflection of falsework

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

A. Maintenance and Inspection

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

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

B. Foundations

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

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

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

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

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

5.0 REMOVAL

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

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

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

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

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

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

2.0 WORKING DRAWINGS SUBMITTAL CONTACTS

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

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

Via US mail:

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

Via other delivery service:

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

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

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

Via US mail:

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

Via other delivery service:

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

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

Via US mail:

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

Via other delivery service:

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

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

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

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

Primary Structures Contact:

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

Secondary Structures Contacts:

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

Eastern Regional Geotechnical Contact (Divisions 1-7):

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

Western Regional Geotechnical Contact (Divisions 8-14):

Mohammed Mulla

(919) 250-4088

(919) 250-4237 facsimile

mmulla@dot.state.nc.us

3.0 SUBMITTAL COPIES

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

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

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

Working Drawing Submittal	Copies Required by Structure Design Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal¹
Arch Culvert Falsework	5	0	Plan Note & SN Sheet
Box Culvert Falsework ²	5	0	Plan Note & SN Sheet
Cofferdams ⁴	6	1	Articles 410-5 and 420-8
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms (superstructure)	8	0	Article 420-3
Falsework & Forms ² (substructure)	8	0	Article 420-3
Mechanically Stabilized Earth Retaining Walls ⁴	7	1	“MSE Retaining Walls”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings ^{5,6}	7	0	Article 1072-10
Miscellaneous Metalwork ^{5,6}	7	0	Article 1072-10
Overhead Sign Assemblies	13	0	Article 903-3(C)
Pile Points	7	1	Article 450-8(D) & “Steel Pile Points”
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20

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

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

FOOTNOTES

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

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.



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

REPLY TO
ATTENTION OF:

Action Identification Number: 200430961

**Permit Number: RGP 198200031
Buncombe County**

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

Issuance: June 28, 2004

Project Manager: Angie Pennock

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

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

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

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

Signature of Permittee

Date

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

Action Id. 200430961

County: Buncombe

Quad: Asheville

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Property owner: North Carolina Department of Transportation**Address:** 1548 Mail Service Center
Raleigh, North Carolina 27699**Telephone:** (919) 733-7844**Cc (without enclosures):** Mr. John Hennessy
Division of Water Quality
North Carolina Department of
Environment and Natural Resources
1650 Mail Service Center
Raleigh, North Carolina 27699-1650**Decimal Degrees:** North: 35.5829378° West: 82.6004876°**Size and Location of project (water body, road name/number, town, etc.):** The project site is located at Bridge No. 704 on Johnston School Road (SR 1319), over a tributary to Mill Creek, in Asheville, Buncombe County, North Carolina.**Description of Activity:** The excavation of and discharge of fill material into approximately 119 linear feet of perennial stream for the replacement of Bridge No. 740 with a 119-foot triple barrel, 7.0 X 8.0-foot reinforced concrete box culvert. Temporary impervious dikes and associated ponding and dewatering will result in temporary impacts to 55 linear feet of perennial stream. No additional conditions were proposed by the NCWRC and, therefore, a letter is not attached.**Applicable Law:** Section 404 (Clean Water Act, 33 U.S.C. 1344)
(check all that apply) Section 10 (River and Harbors Act of 1899)**Authorization:****General Permit No. 198200031: NCDOT Bridges****Special Conditions**

- a) All work authorized by this permit must be performed in strict compliance with the plans received in this office on April 26, 2004, which are a part of this permit. Any modification to these plans must be approved by the US Army Corps of Engineers (USACE) prior to implementation.
- b) Except as authorized by this permit or any USACE approved modification to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, within waters or wetlands. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area. This prohibition applies to all borrow and fill activities connected with this project.
- c) Except as specified in the plans attached to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, in such a manner as

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

- d) All temporary fill will be removed from the creek and disposed of on uplands outside of the floodplain by the expiration date of this permit.

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

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

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

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

Date: 28 June 2004
Corps Regulatory Official: Angie Pennock *Angie Pennock* **Telephone No.:** (910) 251-4611
Expiration Date of Verification: 28 June 2006

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

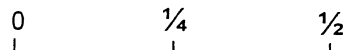


QUAD MAP OVERLAY

WETLAND SITE MAP

NORTH CAROLINA
DEPARTMENT OF HIGHWAYS

BUNCOMBE COUNTY
8.2844101(B-3616)
REPLACEMENT BRIDGE NO.740
AND APPROACHES ON SR 1319 (JOHNSTON BLVD)
OVER TRIB TO MILL CREEK



SCALE IN MILES


SCALE AS SHOWN

10/15/2002


SHEET 2 OF 7

WETLAND LEGEND

 WETLAND BOUNDARY


 WETLAND


 DENOTES FILL IN WETLAND


 DENOTES FILL IN SURFACE WATER

 DENOTES FILL IN SURFACE WATER (POND)


 DENOTES TEMPORARY FILL IN WETLAND

 DENOTES EXCAVATION IN WETLAND

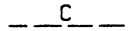
 DENOTES TEMPORARY FILL IN SURFACE WATER


 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

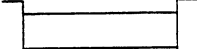
 WATER SURFACE

 LIVE STAKES


 BOULDER


 CORE FIBER ROLLS

SDG SPECIAL DITCH GRADE

 PROPOSED BRIDGE

 PROPOSED BOX CULVERT

 PROPOSED PIPE CULVERT
 (DASHED LINES DENOTE EXISTING STRUCTURES)
 12"-48" PIPES
 54" PIPES & ABOVE


 SINGLE TREE

 WOODS LINE

 DRAINAGE INLET

 ROOTWAD

 RIP RAP

 ADJACENT PROPERTY OWNER OR PARCEL NUMBER IF AVAILABLE

 PREFORMED SCOUR HOLE (PSH)

 LEVEL SPREADER (LS)

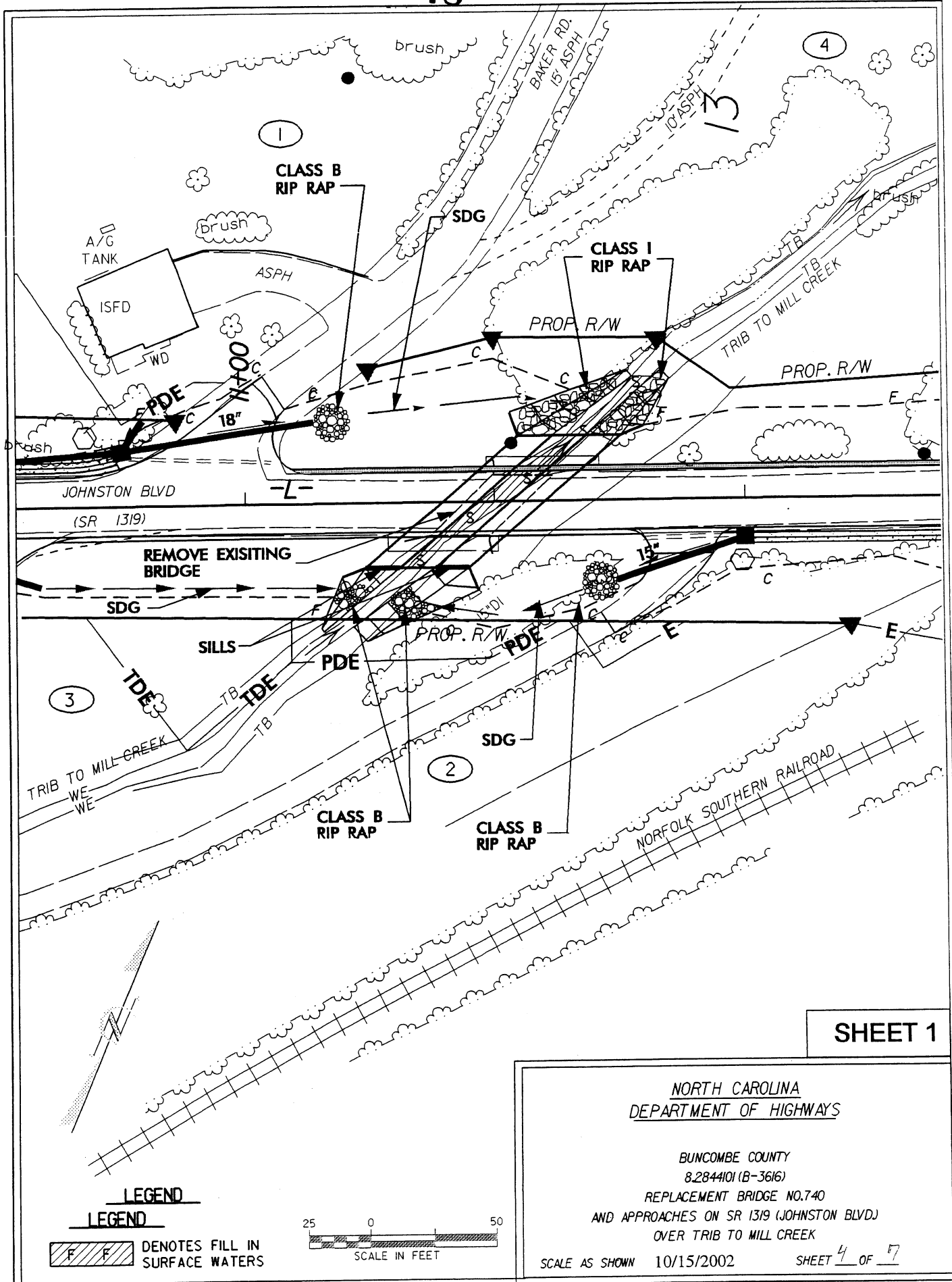
 GRASS SWALE

NORTH CAROLINA
DEPARTMENT OF HIGHWAYS

BUNCOMBE COUNTY
 8.2844101 (B-3616)
 REPLACEMENT BRIDGE NO.740
 AND APPROACHES ON SR 1319 (JOHNSTON BLVD)
 OVER TRIB TO MILL CREEK

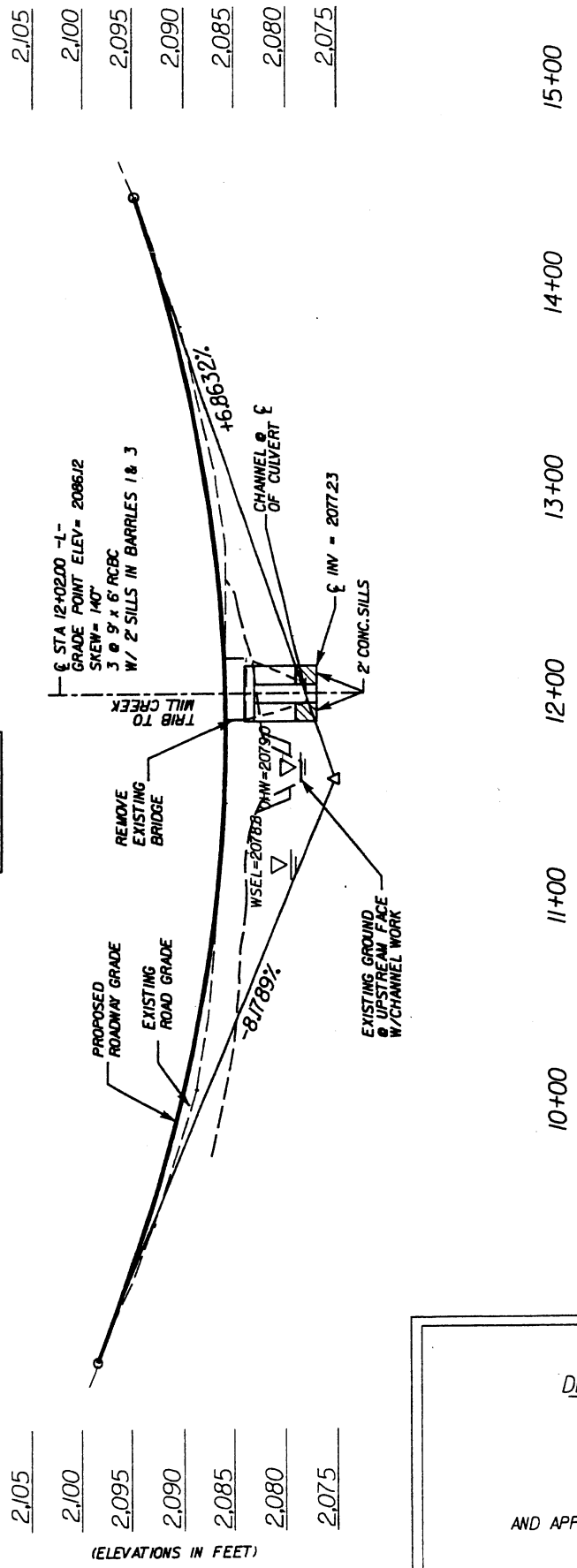
SCALE AS SHOWN 10/15/2002

SHEET 3 OF 7



10/15/02
10/15/02
10/15/02

PI = 11+60.00
 EL = 2,075.45
 Ds = 30 mph
 K = 38
 VC = 570.00



SITE 1
 -L-LINE PROFILE

NORTH CAROLINA
 DEPARTMENT OF HIGHWAYS

BUNCOMBE COUNTY
 8.2844101 (B-3616)
 REPLACEMENT BRIDGE NO.740
 AND APPROACHES ON SR 1319 (JOHNSTON BLVD.)
 OVER TRIB TO MILL CREEK

SCALE AS SHOWN 10/15/2002 SHEET 5 OF 7

12/31/2002
 10:34:13 AM
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SUMMARY OF AFFECTED PROPERTY OWNERS

TRACT NO.	PROPERTY OWNER	ADDRESS	SITE NO.
1	ALLISON C. PEREZ	127 CRANFORD RD ASHEVILLE, NC 28806	1
2	WEST CONGREGATION OF JEHOVAH'S WITNESSES	8 MERLIN WAY ASHEVILLE, NC 28806	1
3	ROBERT C AND BABRBARA F BIESTERFEDLT	568 HAYWOOD RD ASHEVILLE, NC 28806	1
4	GEORGE W AND IRENE B FITE	105 JOHNSTON BLVD ASHEVILLE, NC 28806	1

NORTH CAROLINA
DEPARTMENT OF HIGHWAYS

 BUNCOMBE COUNTY
 8.2844101(B-3616)
 REPLACEMENT BRIDGE NO.740
 AND APPROACHES ON SR 1319 (JOHNSTON BLVD)
 OVER TRIB TO MILL CREEK

 SCALE AS SHOWN SHEET 6 OF 7

12/31/2002
 03:38:43 AM
 G:\Y030004-8166\Hydro\Permit\8166-Propert\owner.sps.h

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

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

**DEPARTMENT OF THE ARMY
REGIONAL GENERAL PERMIT**

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

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

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

1. Special Conditions.

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

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

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

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

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

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

The counties in which this condition applies are:

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

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

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

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

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

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

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

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

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

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

The applicant should contact:

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

The counties in which this condition applies are:

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

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

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

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

The Applicant should contact:

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

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

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

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

q. If the project is located within the twenty (20) counties of North Carolina designated as coastal counties by the Coastal Area Management Act (CAMA), then all pipe and culvert inverts will be buried at least one foot below normal bed elevation when they are placed within the Public Trust Area of Environmental Concern (AEC) and/or the Estuarine Waters AEC as designated by CAMA, and/or all streams appearing as blue lines on United States Geological Survey (USGS) quad sheets. If the project is not located within the twenty (20) counties of North Carolina designated as coastal counties by CAMA, then culvert inverts will be buried at least one foot below the bed of the stream for culverts greater than 48 inches in diameter. For culverts 48 inches in diameter or smaller, culverts must be buried below the bed of the stream to a depth equal to or greater than 20 percent of the diameter of the culvert. Bottomless arch culverts will satisfy this condition. A waiver from the depth specifications in this condition may be requested in writing. The waiver will only be issued if it can be demonstrated that the impacts of complying with this condition would result in more adverse impacts to the aquatic environment.

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

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

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

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

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

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

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

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

2. General Conditions.

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

b. There will be no unreasonable interference with navigation or the right of the public to riparian access by the existence or use of activities authorized by this RGP.

c. A permittee, upon receipt of written notice from the Wilmington District Engineer of failure to comply with the terms or conditions of this RGP, will, within 60 days, without expense to the U.S. Government, and in such manner as the Wilmington District Engineer may direct, affect compliance with the terms and conditions or return the worksite to a pre-work condition.

d. The permittee must make every reasonable effort to perform the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife and natural environmental values.

e. The permittee must perform the work authorized herein in a manner so as to minimize any degradation of water quality. The activity will be conducted in such a manner as to prevent a significant increase in turbidity outside the area of construction or construction-related discharge. Increases such that the turbidity in the water body is 50 NTU's or less in all rivers not designated as trout waters by the North Carolina Division of Environmental Management (NCDDEM), 25 NTU's or less in all saltwater classes and in all lakes and reservoirs, and 10 NTU's or less in trout waters, are not considered significant.

f. The permittee will permit the Wilmington District Engineer or his representative to make periodic inspections at any time deemed necessary in order to assure that the activity is being performed or maintained in strict accordance with the Special and General Conditions of this permit.

g. This RGP **does not** convey any rights, either in real estate or material, or any exclusive privileges; and it does not authorize any injury to property or invasion of rights or any infringement of Federal, State or local laws or regulations, nor does it obviate the requirement to obtain State or local assent required by law for the activity authorized herein. These may include, but are not necessarily limited to, a Dredge and/or Fill Permit (N.C.G.S. 113-229), a CAMA Permit (N.C.G.S. 113A-118), an Easement to Fill (N.C.G.S. 146-12) and a Water Quality Certification pursuant to Section 401 of the Clean Water Act.

h. Authorization provided by this RGP may be modified, suspended or revoked in whole or in part if the Wilmington District Engineer, acting on behalf of the Secretary of the Army, determines that such action would be in the best public interest. Unless subject to modification, suspension or revocation, the term of this RGP shall be five years. Any modification, suspension or revocation of this authorization will not be the basis for any claim for damages against the U.S. Government.

i. This RGP does not authorize the interference with any existing or proposed Federal project and the permittee will not be entitled to compensation for damages or injury to the structures or work authorized herein which may be caused by or results from existing or future operations undertaken by the United States in the public interest.

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

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

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

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

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

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

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

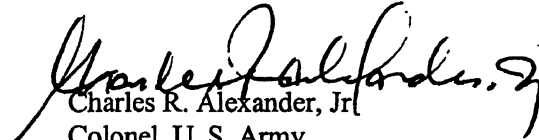
l. Permittees are advised that activities in or near a floodway may be subject to the National Flood Insurance Program, which prohibits any activities, including fill within a floodway that results in any increase in base flood elevations.

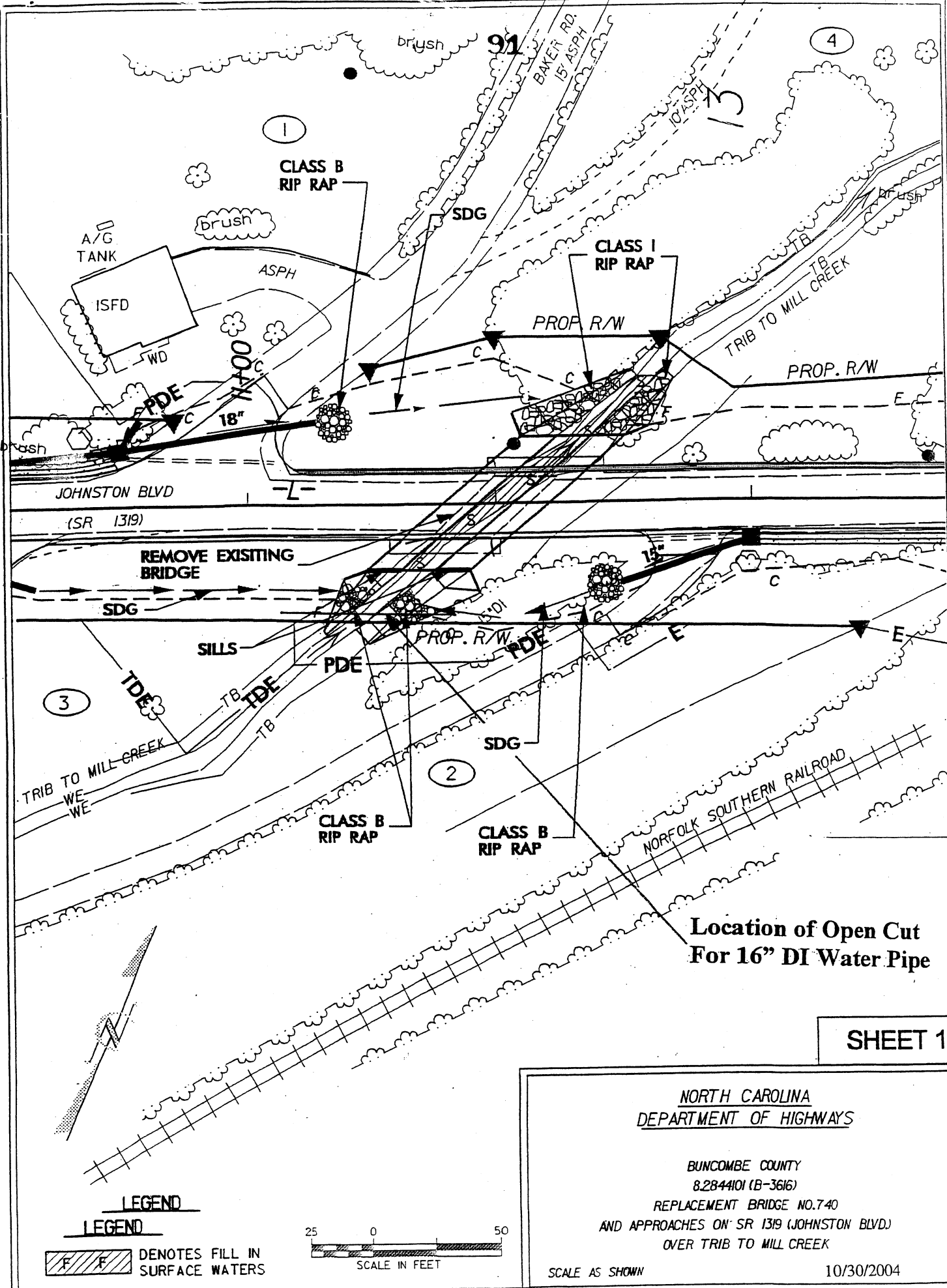
m. At his discretion, the Wilmington District Engineer may determine that this RGP will not be applicable to a specific construction proposal. In such case, the procedure for processing an individual permit in accordance with 33 CFR 325 will be available.

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

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

BY AUTHORITY OF THE SECRETARY OF THE ARMY:


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



**Location of Open Cut
For 16" DI Water Pipe**

SHEET 1


**NORTH CAROLINA
DEPARTMENT OF HIGHWAYS**

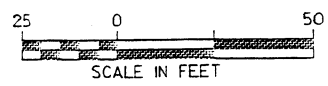
BUNCOMBE COUNTY
8.2844101 (B-3616)
REPLACEMENT BRIDGE NO.740
AND APPROACHES ON SR 1319 (JOHNSTON BLVD)
OVER TRIB TO MILL CREEK

SCALE AS SHOWN

10/30/2004

LEGEND

 DENOTES FILL IN SURFACE WATERS



DATE: 10/30/04
BY: JLF



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

July 2, 2004

To: File

From: Michael Turchy, Permit Specialist

Subject: B-3616 Water Quality (401) Certification

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

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WQC #3370

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

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

The State of North Carolina certifies that the specified category of activity will not violate applicable portions of Sections 301, 302, 303, 306 and 307 of the Public Laws 92-500 and 95-217 if conducted in accordance with the conditions hereinafter set forth.

Conditions of Certification:

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

WQC #3370

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

Non-compliance with or violation of the conditions herein set forth by a specific fill project shall result in revocation of this Certification for the project and may result in criminal and/or civil penalties.

The Director of the North Carolina Division of Water Quality may require submission of a formal application for individual certification for any project in this category of activity that requires written concurrence under this certification, if it is determined that the project is likely to have a significant adverse effect upon water quality or degrade the waters so that existing uses of the wetland, stream or downstream waters are precluded.

Public hearings may be held for specific applications or group of applications prior to a Certification decision if deemed in the public's best interest by the Director of the North Carolina Division of Water Quality.

Effective date: 18 March 2002

DIVISION OF WATER QUALITY

By

Gregory J. Thorpe, Ph.D.

Acting Director

WQC # 3370

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS

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

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

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

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

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

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

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

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

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

Restricted Noxious Weed	Limitations per Lb. Of Seed	Restricted Noxious Weed	Limitations per Lb. of Seed
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

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

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

Further specifications for each seed group are give below:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

Crownvetch
Pensacola Bahiagrass
Japanese Millet
Switchgrass
Reed Canary Grass

STANDARD SPECIAL PROVISIONS
ERRATA

Correct the *2002 Standard Specifications* as follows:

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

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

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

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

Page 3-4, Article 300-10

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

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

Delete the words "at your option".

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

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

Delete the last sentence of the subarticle.

Page 8-47, Subarticle 862-6

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

Page 8-49, Subarticle 864-4

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

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

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

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

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

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

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

Page 10-5, Table 1000-1

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

Page 10-7, Table 1005-2

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

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

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

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

Page 15-3, Article 1505-3

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

Page 15-10, Article 1510-5

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

Page 15-18, Article 1530-2

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

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

Substitute the second paragraph with the following:

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

STANDARD SPECIAL PROVISION**AWARD OF CONTRACT**

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

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

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

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

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

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

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

EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

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

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County
New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County
Orange County
Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

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

Area 1520 18.3%

Gaston County
Mecklenburg County
Union County

Goals For Female

Participation in Each Trade

(Statewide) 6.9%

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

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

I. GENERAL

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

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0043000000-N	226	GRADING	Lump Sum	L.S.	
0003	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB-BING	1 ACR		
0004	0134000000-E	240	DRAINAGE DITCH EXCAVATION	80 CY		
0005	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRS	40 TON		
0006	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	100 LF		
0007	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	272 LF		
0008	0995000000-E	340	PIPE REMOVAL	48 LF		
0009	1121000000-E	520	AGGREGATE BASE COURSE	22 TON		
0010	1220000000-E	545	INCIDENTAL STONE BASE	100 TON		
0011	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	400 TON		
0012	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	225 TON		
0013	1525000000-E	SP	ASPHALT CONC SURFACE COURSE, TYPE SF9.5A	195 TON		
0014	1560000000-E	620	ASPHALT BINDER FOR PLANT MIX, GRADE PG 64-22	41 TON		
0015	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	17 TON		
0016	2000000000-N	806	RIGHT OF WAY MARKERS	16 EA		
0017	2264000000-E	840	PIPE PLUGS	0.1 CY		
0018	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	3 EA		

County : Buncombe

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	3 EA		
0020	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	355 LF		
0021	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA		
0022	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	2 EA		
0023	3030000000-E	862	STEEL BM GUARDRAIL	350 LF		
0024	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0025	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	4 EA		
0026	3628000000-E	876	PLAIN RIP RAP, CLASS I	65 TON		
0027	3649000000-E	876	PLAIN RIP RAP, CLASS B	7 TON		
0028	3656000000-E	876	FILTER FABRIC FOR DRAINAGE	350 SY		
0029	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	359 SF		
0030	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	94 SF		
0031	4425000000-N	1125	WARNING FLAG SETS	4 EA		
0032	4430000000-N	1130	DRUMS	25 EA		
0033	4435000000-N	1135	CONES	15 EA		
0034	4445000000-E	1145	BARRICADES (TYPE III)	96 LF		
0035	4450000000-N	1150	FLAGGER	80 HR		
0036	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	4,702 LF		
0037	4830000000-E	1205	PAINT PAVEMENT MARKING LINES (16")	90 LF		

County : Buncombe

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0038	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	70 LF		
0039	4840000000-N	1205	PAINT PAVEMENT MARKING CHARAC- TER	4 EA		
0040	5300000000-E	1505	FOUNDATION CONDITIONING MATE- RIAL, UTILITIES CLASS ***** (VI)	52 TON		
0041	5306000000-E	SP	BEDDING MATERIAL, UTILITIES CLASS ***** (IV)	52 TON		
0042	5360000000-E	1510	6" DI WATER PIPE, PC 350	447.2 LF		
0043	5384000000-E	1510	16" DI WATER PIPE, PC ***** (250)	528.8 LF		
0044	5414000000-E	1510	3/4" COPPER WATER PIPE, TYPE K	14 LF		
0045	5480000000-E	1510	DUCTILE IRON WATER PIPE FIT- TINGS, 250# MIN WP	3,465 LB		
0046	5510000000-E	1510	3/4" CORPORATION STOP	3 EA		
0047	5540000000-E	1510	6" GATE VALVE & VALVE BOX, 200# WP	7 EA		
0048	5564000000-E	SP	*** BUTTERFLY VALVE & VALVE BOX (16")	1 EA		
0049	5582000000-E	1510	***X*** TAPPING SADDLE (16", 3/4")	1 EA		
0050	5582000000-E	1510	***X*** TAPPING SADDLE (6", 3/4")	2 EA		
0051	5648000000-N	1510	RELOCATE EXISTING WATER METER	3 EA		
0052	5666000000-E	1510	FIRE HYDRANT, *****# WP (200#)	1 EA		
0053	5672000000-N	1510	RELOCATE EXISTING FIRE HYDRANT	1 EA		
0054	5810000000-E	1530	FILL OR REMOVE ABANDONED 16" PIPE, ***** (DI)	518 LF		

County : Buncombe

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0055	6000000000-E	1605	TEMPORARY SILT FENCE	370 LF		
0056	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	75 TON		
0057	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	160 TON		
0058	6012000000-E	1610	SEDIMENT CONTROL STONE	70 TON		
0059	6015000000-E	1615	TEMPORARY MULCHING	1.5 ACR		
0060	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	50 LB		
0061	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	0.25 TON		
0062	6030000000-E	1630	SILT EXCAVATION	335 CY		
0063	6036000000-E	1631	MATTING FOR EROSION CONTROL	835 SY		
0064	6042000000-E	1632	1/4" HARDWARE CLOTH	60 LF		
0065	6045000000-E	SP	*** TEMPORARY PIPE (24")	140 LF		
0066	6069000000-E	1638	STILLING BASINS	34 CY		
0067	6084000000-E	1660	SEEDING & MULCHING	1.5 ACR		
0068	6087000000-E	1660	MOWING	1 ACR		
0069	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB		
0070	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON		
0071	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50 LB		
0072	6111000000-E	SP	IMPERVIOUS DIKE	85 LF		
0073	6114000000-N	SP	SPECIALIZED HAND MOWING	1.5 HR		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0074	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	8 EA		

CULVERT ITEMS

0075	8056000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (12+02.00 -L-)	Lump Sum	L.S.	
0076	8126000000-N	414	CULVERT EXCAVATION, STA ***** (12+02.00 -L-)	Lump Sum	L.S.	
0077	8133000000-E	414	FOUNDATION CONDITIONING MATER- IAL, BOX CULVERT	180 TON		
0078	8196000000-E	420	CLASS A CONCRETE (CULVERT)	237.6 CY		
0079	8245000000-E	425	REINFORCING STEEL (CULVERT)	46,926 LB		

1018/Jul12/Q63012.7/D344912300000/E79

Total Amount Of Bid For Entire Project :

C200908
BUNCOMBE COUNTY

2/16/99

Contract No: C200908

County: Buncombe

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Execution of Contract and Bonds
Approved as to Form:

Attorney General

